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2 where those monies come matters in the way you conceive,  
3 at the outset, of what a benefit is and whether that  
4 benefit will be covered.

5 But I also think that part of understanding  
6 how to interpret the text of the statute requires  
7 understanding what Congress intended when it passed it  
8 in the first place. And I think the purpose here is  
9 that Congress was distinctly concerned with these kind  
10 of front-end benefit laws that made it difficult for  
11 carriers to know and provide for the coverage that they  
12 wanted and not to be required to cover for Arizona's  
13 acupuncture doctors' benefits and services that weren't  
14 offered under, for instance, a Blue Cross/Blue Shield  
15 plan.

16 JUSTICE BREYER: The point is, is your  
17 point. Look, what we're talking about here is  
18 subrogation. Has nothing to do with coverage. It has  
19 nothing to do with benefits. You're covered, you get  
20 the money, you get the CAT scan. You're covered, you  
21 get the hospital payment, you get the pain and suffering  
22 or whatever, you -- you're covered.

23 Now, there's a different thing that happens  
24 in the world. There's a tort suit. And our law affects  
25 the proceeds of that tort suit. The proceeds of that

1 tort suit are not benefits. The proceeds of that tort  
2 suit are not coverage. The proceeds of that tort suit  
3 are some money that our State and a judge decided should  
4 be paid to a victim of an accident. Is that the point?

5 MR. WESSLER: That's correct, Your Honor.

6 JUSTICE ALITO: Well, if that's the point,  
7 then what about payments with respect to benefits?  
8 The -- the sub -- those payments are not even with  
9 respect to benefits?

10 MR. WESSLER: Again, I don't think that's  
11 the best reading of the statute for largely the reasons  
12 that Justice Breyer gave. The -- the benefits and the  
13 payment of those benefits contemplates a front-end  
14 question about whether you are getting your MRI covered  
15 by the plan, not whether many years down the road there  
16 is some additional extra pot of money that is then  
17 available to be shared among a number of different  
18 entities.

19 JUSTICE ALITO: But the question isn't  
20 whether it's benefits; it's whether it relates to  
21 benefits, and not even whether it relates to benefits,  
22 whether it relates to payments with respect to benefits.

23 MR. WESSLER: I -- I -- yes. I think that's  
24 -- that's certainly right, but I think relates to,  
25 again, is -- is context-dependent in this -- in this --

1 for this statute as it is for every other statute.

2 And Congress had a laser focus when it  
3 passed this statute in 1978. It did not want to disturb  
4 otherwise applicable State insurance laws. And the  
5 reason it didn't want to disturb those laws is because  
6 it understood that the private carriers that were  
7 participating in this program should be governed by the  
8 same laws that would govern anybody in the private  
9 sector when it comes to insurance.

10 And that's why this distinction, I think, is  
11 a false one between a employer -- an employee in -- in  
12 Missouri and an employee in Kansas getting different  
13 rights because their State laws are different. That is  
14 precisely the kind of differences that Congress wanted  
15 to ensure controlled in the FEHB program.

16 I -- I think also, you know, what this  
17 points up, Justice Alito, is that there is, I think,  
18 this textual ambiguity that certainly can be read, based  
19 on just a -- a pure matter of --

20 JUSTICE BREYER: There is no ambiguity. The  
21 answer to the point, if I got the point right, is you  
22 say, you know, it's sort of like a lottery or something.  
23 There's some money floating out there. And what the  
24 contract says, different from what the State law says,  
25 is that money that's floating out there, maybe you won

1 it in a lottery or it came from Mars as far as this  
2 receiving benefits is concerned by the patient, but this  
3 contract says you take that money that came from Mars or  
4 wherever and you pay it to the insurance company.

5 Why do you pay it to the insurance company?

6 MR. WESSLER: Well, I think -- I mean, I  
7 think --

8 JUSTICE BREYER: Because what is it that the  
9 insurance company did that entitles them to receive that  
10 money from Mars? What is it that they did?

11 MR. WESSLER: Well, they -- they included in  
12 their contract this requirement --

13 JUSTICE BREYER: Whoa, whoa, whoa. I mean,  
14 just very simply, in three words, what did they do that  
15 entitled them to money from Mars?

16 MR. WESSLER: Sure. They paid the benefits.

17 JUSTICE BREYER: Exactly. So there we are.

18 Now, it relates to benefits because they get  
19 the money from this separate thing that happened because  
20 they paid benefits. So now how do you say that this  
21 contract does not relate to benefits?

22 MR. WESSLER: Well, Your Honor, I think,  
23 again, the question is -- is largely what did Congress  
24 intend when it passed this statute. The question --  
25 "relates to" could be read uncritically broadly, or it

1 could be read narrowly, and -- and the -- the proper  
2 approach, I think, as this Court has explained in  
3 multiple different contexts, is to ask what did Congress  
4 intend when it passed this particular express-preemption  
5 clause. And here, we know that their goal was not to  
6 create an expansive form of preemption that could extend  
7 to cover laws that would fall within traditional areas  
8 of State insurance regulations.

9 JUSTICE ALITO: How do we know that?

10 MR. WESSLER: They said in the legislative  
11 history, it is purposely limited and not intended to  
12 displace otherwise applicable State insurance law.

13 JUSTICE ALITO: You know, our colleague  
14 Justice Scalia, is not here any longer, but he would be  
15 having a fit at this point, so maybe --

16 (Laughter.)

17 MR. WESSLER: Sure. I -- I understand, Your  
18 Honor. But again, I think in *McVeigh*, what -- one of  
19 the lessons in *McVeigh* is that there is this textual  
20 ambiguity that arises from precisely this colloquy that  
21 we've had. And the question then becomes what does --  
22 what does the Court do in the face of this textual  
23 ambiguity when we don't quite know what Congress may  
24 have intended exactly.

25 And in the area of traditional State



1 regulation, as we are in when it comes to insurance,  
2 there's a -- when we're talking about State laws and  
3 whether Congress intended to displace those State laws,  
4 we require a clear statement from Congress before we  
5 undo a category, wipe away --

6 JUSTICE SOTOMAYOR: Mr. Wessler, what is --  
7 how do you differentiate our holding in Hillman?

8 MR. WESSLER: I --

9 JUSTICE SOTOMAYOR: How is this --

10 MR. WESSLER: Yes.

11 JUSTICE SOTOMAYOR: -- any more or less  
12 "relates to" than in Hillman?

13 MR. WESSLER: Well, I --

14 JUSTICE SOTOMAYOR: Almost identical  
15 language. And we read it very, very broadly.

16 MR. WESSLER: Well, the critical  
17 distinction, Your Honor, in Hillman, is that Hillman was  
18 decided on an implied form of preemption. The Court  
19 said -- life insurance statute at issue there, including  
20 an express-preemption clause, but the Court didn't --  
21 didn't address the effect or meaning of that clause at  
22 all and instead looked to the -- to the statutory  
23 language and the regulations that the agency promulgated  
24 and found that -- a Virginia State law that would have  
25 required something else other than what the -- the

1 statute required was in conflict.

2 Now we think implied preemption --

3 JUSTICE SOTOMAYOR: Why -- why isn't there a  
4 conflict here?

5 MR. WESSLER: We -- we think that there --

6 JUSTICE SOTOMAYOR: There's a direct  
7 conflict between what the benefits paid here demand --  
8 it's benefits minus later subrogation -- and what the  
9 State law says, which is you can't honor that  
10 contractual term.

11 MR. WESSLER: I -- sure. So one thing to  
12 say, first -- I'll answer your question, Your Honor, but  
13 this is not an implied preemption case.

14 Neither the Petitioners nor the government  
15 have argued that there is a conflict that has -- that  
16 has been created that gives rise to a form of implied  
17 preemption. Their argument is focused solely on the  
18 meaning of scope of this express-preemption clause.

19 Now, there could be, down the road, if the  
20 government were to, in fact, enact a substantive  
21 regulation, some form of implied conflict that could  
22 give rise to the displacement of State law, but we're  
23 not in that world in this case today.

24 And I think that's actually a crucial point  
25 that -- that what we have here is the challengers are

1 asking for what is, in essence, an unprecedented  
2 expansion of Chevron at the same time while trying to  
3 smuggle in insurance laws through express-preemption  
4 clause, when they have available to them the possibility  
5 of arguing, as in Hillman, an implied form of preemption  
6 that would still allow the Court to do the -- the --  
7 the -- to make the decision about whether there's indeed  
8 an irreconcilable conflict.

9 JUSTICE BREYER: But -- but --

10 JUSTICE KENNEDY: And so I do. That -- that  
11 gives me whip -- whiplash. All of a sudden you -- you  
12 have implied preemption, and that's the -- the preferred  
13 argument to express preemption? It should be just the  
14 other way around.

15 MR. WESSLER: Well, I think, Your Honor,  
16 that is what happened in Hillman v. Maretta. And there  
17 was an express-preemption clause like there was here,  
18 but the Court, you know, instead of considering whether  
19 that express-preemption clause displaced Virginia law,  
20 adopted a form of implied preemption to decide whether  
21 there was a conflict. But we don't have here a  
22 substantive regulation --

23 JUSTICE KENNEDY: Well, it just seems to me  
24 as orderly proceeding for us to ask the first question:  
25 Is there express preemption? And that displaces the

1 whole necessity for going through the very difficult  
2 exercise of implied preemption.

3 MR. WESSLER: Well, I --

4 JUSTICE KENNEDY: You seem to indicate it  
5 has some priority. That was my only comment.

6 MR. WESSLER: Well, I don't -- I don't  
7 know -- I wouldn't -- I don't think there's necessarily  
8 a priority, but I don't think the express-preemption  
9 clause in this case can bear the weight of the  
10 interpretation that the challenger is --

11 JUSTICE KENNEDY: Well, that's quite another  
12 thing.

13 MR. WESSLER: -- trying to place on it.

14 JUSTICE KAGAN: But, for example, just a  
15 couple of years ago, we said with respect to an  
16 express-preemption clause, we said that the presumption  
17 against preemption just didn't apply in a case like  
18 this -- like that; that it was only applicable in a case  
19 of implied preemption.

20 MR. WESSLER: Right. I -- well, I don't  
21 think this Court has overruled the 70 years of -- of  
22 precedent establishing that the presumption against  
23 preemption applies to express-preemption clauses. I  
24 think --

25 JUSTICE KAGAN: So that was just a careless

1 statement --

2 MR. WESSLER: No. I think that --

3 JUSTICE KAGAN: -- on our part?

4 MR. WESSLER: I think in that case, the  
5 point the Court was making was that where the language  
6 of an express-preemption clause is clear, where we know  
7 that Congress intended to displace a -- a particular  
8 State law, the presumption does not need to apply. And  
9 I think that's perfectly consistent with an  
10 interpretation here, that where the text is ambiguous,  
11 where we do not have a clear statement from Congress  
12 that it intended to displace some particular area of  
13 State law, that we would -- we would exercise caution  
14 and not cavalierly displace that State law unless and  
15 until Congress makes that intent clear.

16 I'd like, if I can, to just turn to  
17 Justice -- Chief Justice Roberts' question that he posed  
18 to the challengers about the very odd nature of this  
19 express-preemption clause, because I do think it raises  
20 some very serious constitutional problems that -- that  
21 if -- if this Court were to adopt the challengers'  
22 interpretation, would -- would allow these contract  
23 terms to really do the displacing of State law.

24 And I do think that there is -- it would be  
25 unprecedented -- Congress has never enacted another form

1 of this type of preemption that would actually authorize  
2 the terms of privately-negotiated contracts to step in  
3 and displace otherwise applicable sovereign decisions of  
4 States.

5 And there really is no way around this  
6 problem in the case, other than to adopt a narrow  
7 interpretation of what the -- what relates to benefits  
8 means, because Congress, when it wrote this statute in  
9 1978, unambiguously intended to delegate the power to  
10 preempt to these terms of contracts. And these  
11 contracts are not laws under the Supremacy Clause.

12 JUSTICE ALITO: Does your -- does your  
13 argument depend on the wording of this provision? Does  
14 it depend on the fact that it says the terms of the  
15 contract shall supersede State or local law? Would --  
16 would you have a -- would you make the same argument if  
17 it said this statute hereby supersedes and preempts any  
18 State or local law that conflicts with the terms of the  
19 contract?

20 MR. WESSLER: I think that is -- I think  
21 that is a -- a far better approach that would -- would  
22 likely not raise these problems, because it points back  
23 to a -- a statute that actually does the preempting.

24 JUSTICE ALITO: Well, boy, if you're willing  
25 to concede that, I don't see what there is to your

1 argument because that's, in essence, what this is --  
2 what this is saying.

3 MR. WESSLER: But the difference, Your  
4 Honor, is that here the terms are -- the terms of these  
5 contracts are determining the scope of preemption. And  
6 the terms themselves are not known by Congress at the  
7 time it passes the law. What Your Honor suggested looks  
8 a lot more like what ERISA looks like where Congress  
9 said the subchapters of ERISA preempt any State law that  
10 might interfere with plans. But when this Court does a  
11 preemption analysis under ERISA, it refers back to  
12 the -- to the actual substantive provisions in ERISA to  
13 determine preemption.

14 JUSTICE ALITO: But Congress doesn't know  
15 the term -- doesn't know what's in all these plans.  
16 They didn't know what would be in all these plans when  
17 they enacted it.

18 MR. WESSLER: Well, that --

19 JUSTICE ALITO: It depends on the -- it --  
20 on -- on the formulation. If you say the contract  
21 preempts anything that conflicts with State law,  
22 that's -- that's a problem. But if it -- this -- it  
23 says, this statute hereby preempts anything that  
24 conflicts with the contract, that's -- that's not a  
25 problem?

1           MR. WESSLER: Well, it depends on what the  
2 statute says. And in ERISA, when Congress passed ERISA,  
3 it included a series of substantive provisions that  
4 dictate which State laws are displaced. For instance,  
5 it has reporting requirements. It has disclosure  
6 requirements. It has a remedial scheme. All of those  
7 substantive provisions give force to the preemption of  
8 State law.

9           Here, there isn't any of that. All Congress  
10 has said is we're -- we are authorizing these contract  
11 terms sight unseen that are entered into by the  
12 government, not acting as regulator, but acting as -- as  
13 market participant, and the terms of those contracts are  
14 able to other -- to displace otherwise applicable  
15 sovereign State law.

16           And -- and there truly is no limiting  
17 principle if, in fact, that is authorized under the  
18 Supremacy Clause, because, as the Chief suggested, there  
19 would be nothing to stop Congress from doing the same  
20 thing for completely private contracts or the rules of  
21 some informal body.

22           When -- when the Supremacy Clause speaks of  
23 a law being capable of displacing the sovereign  
24 decisions of States, it requires that there be some  
25 accountability checkpoints, some procedural protections



1 that safeguard States from the kind of arbitrary  
2 decision making that could occur through an informal  
3 process where there's no public participation and no  
4 judicial oversight.

5 JUSTICE KAGAN: I think I don't quite  
6 understand your -- your answer to Justice Alito's first  
7 question. I think he gave you a statute something along  
8 the lines of this Federal law preempts and supersedes  
9 any State law that conflicts with these kinds of  
10 contracts. And you said that would not be subject to  
11 your constitutional concerns; is that right?

12 MR. WESSLER: I may have misheard -- I may  
13 have misheard Justice Alito.

14 JUSTICE KAGAN: Because those contracts are  
15 just as indefinite as the -- as the contracts in this --

16 MR. WESSLER: That's right.

17 JUSTICE KAGAN: -- statute written here.

18 MR. WESSLER: That's right. And -- and the  
19 key point, the one that I think might infect a -- would  
20 infect that -- that hypothetical is that where the  
21 contract terms themselves are determining the scope of  
22 preemption, where they, the terms, are actually  
23 requiring State law to yield, that is where I think  
24 the -- the Supremacy Clause comes into play because  
25 those contract terms themselves are not laws. They have

1 not been enacted by Congress. They come with no  
2 safeguards, procedural protections --

3 JUSTICE KAGAN: Well, but that -- that,  
4 again, is true of ERISA, too. ERISA is a statute that  
5 says this Federal law displaces these State laws because  
6 they conflict with a bunch of contract terms.

7 MR. WESSLER: Well, I think the difference  
8 is that when this Court does -- when this Court  
9 considers preemption in ERISA, the Court looks to the  
10 substantive provisions of the statute. It looks to, for  
11 instance, the remedial scheme. It says there is this  
12 remedial scheme in ERISA, and that substantive scheme  
13 displaces a State common law claim. The same would be  
14 true for a disclosure requirement.

15 JUSTICE ALITO: Doesn't -- doesn't specify  
16 everything that's in -- in a State -- in a -- in a plan.  
17 And things that are in a plan that are not required by  
18 ERISA supersede State law; isn't that true?

19 MR. WESSLER: That's true. But what happens  
20 then is you have Federal common law that comes in to  
21 fill the gap. What we know from McVeigh here is that we  
22 are not in a Federal common law context. These contract  
23 terms, the ones involving subrogation and reimbursement,  
24 are not governed by Federal common law. They are  
25 distinctly State law controlled. They arise after a

1 personal injury happens in a State and through a tort  
2 action in State court. They are governed by these  
3 distinct State law rules, not any Federal common law.

4 And so the difference here is that you have  
5 what is otherwise a State-focused area of law in which  
6 these terms in Federal contracts that go through no  
7 oversight, no public participation are being used to  
8 deflect those State laws in a way in which Congress  
9 itself does not have any control over.

10 And I think the Court ought be very careful  
11 before wading in to whether, in fact, that is something  
12 that is authorized under the Supremacy Clause. And I  
13 think it's what motivated this Court in *McVeigh* to look  
14 at this exact provision and express what is, I think, a  
15 quite concerned view over whether there is the Supremacy  
16 Clause problem.

17 JUSTICE ALITO: I think Mr. Estrada referred  
18 to this situation. What if Congress says that in this  
19 particular area, States cannot regulate it at all? The  
20 free market has to govern. So any State law that  
21 purports to regulate in this area is preempted.

22 Now, is there a problem with that?

23 MR. WESSLER: I think that -- I think if you  
24 are in a world where there's field preemption, where  
25 Congress has displaced everything, you -- you might not

1 run into this problem. But I don't think that's what  
2 we're talking about here.

3 JUSTICE ALITO: You might not run into the  
4 problem. You might run into the problem?

5 MR. WESSLER: I think, again, it depends  
6 specifically on what the Federal law says and how it's  
7 operating. But the closest example that the challengers  
8 have come to for -- for an analogue to what Congress has  
9 done here is ERISA, which refers specifically to the  
10 subchapters of the law as doing the preempting and the  
11 Federal Arbitration Act, which itself only establishes a  
12 Federal rule of nondiscrimination. It seeks to put  
13 arbitration agreements on the same plane as other  
14 contracts and have State law apply equally to both.

15 What's going on here is a rule of  
16 essentially priority in which -- which Congress has  
17 delegated to these contract terms the power to override  
18 State law and exist above what would otherwise apply  
19 to -- in the private sector. And I think that actually  
20 cuts strongly against what Congress intended when it  
21 first passed FEHBA, which was that this -- this statute  
22 and the -- and the -- and the insurance policies that  
23 are offered to Federal workers who are also State  
24 citizens should be subject to the State insurance  
25 regimes that have controlled these carriers from day one

1 in the private sector.

2 And when Congress has been asked to address  
3 specific problems in this area, it has reacted and  
4 responded repeatedly. The one thing that this agency  
5 here, OPM, has not done, as much as it's tried to argue  
6 for Chevron deference over an express -- its  
7 interpretation of an express-preemption clause, it has  
8 never, in fact, asked Congress to amend this law to  
9 address what it perceives as a problem.

10 And I would point the Court in this -- in  
11 this respect to the way preemption works under the --  
12 the Department of Defense insurance regime. Because for  
13 all of the -- again, the challengers pointing to several  
14 copycat versions of this statute and several of their  
15 other insurance regimes, the Department of Defense  
16 insurance regime looks very different.

17 What Congress did there is that it first  
18 enacted an express-preemption clause that looked nearly  
19 identical to what the Court has in front of it here.  
20 And then five years later, it amended that law and it  
21 delegated the power to preempt not to terms of a  
22 contract, but to regulations promulgated by a Federal  
23 agency; there, the Secretary of Defense.

24 And I think if we're thinking about the  
25 democratically accountable ways that preemption should

1 work and the protections that States must have for their  
2 own law, allowing either Congress to do the preempting  
3 or delegating that power specifically and expressly to  
4 an agency are the only two ways that we can -- that  
5 are -- that are constitutionally permissible, and here  
6 we have neither.

7 Congress itself does not control the terms  
8 of these contracts, and it has not expressly delegated  
9 any authority to the agency to pronounce on preemption.  
10 And so the agency's effort to seek Chevron deference  
11 over what is explicitly a conclusion on the scope of an  
12 express-preemption clause just doesn't work. Congress  
13 well knows how, when it wants to, to delegate that power  
14 to the agency, and it has not done so here.

15 If there are no further questions, save the  
16 rest of my time.

17 CHIEF JUSTICE ROBERTS: Thank you, counsel.

18 Three minutes, Mr. Estrada.

19 REBUTTAL ARGUMENT OF MIGUEL A. ESTRADA

20 ON BEHALF OF THE PETITIONER

21 MR. ESTRADA: Thank you, Mr. Chief Justice.

22 I'd like to start with the last point  
23 counsel made about how Congress did not expressly  
24 delegate the power to preempt. I would point out this  
25 highlights one of the many oddities of the case on the

1 other side.

2 Under this Court's ruling in De la Cuesta,  
3 which held -- you know, this Court held that an agency  
4 may use general rulemaking authority to preempt State  
5 laws, and in those circumstances, of course, their  
6 regulations get deference.

7 And one of the contentions that this Court  
8 specifically rejected in De la Cuesta was that in order  
9 for the agency to use general rulemaking, Congress had  
10 specifically to specify that the power to preempt was  
11 one of the rules. That is at page 154 of this Court's  
12 opinion. The case is cited in page 54 of the blue  
13 brief.

14 It's very odd, therefore, that, under the  
15 conception that Respondent has, the agency could have  
16 done this conclusion on its own under its general  
17 regulatory power under 8913, and yet Congress cannot do  
18 so by expressly provided that this is the conclusion it  
19 wants.

20 The second point I would like to make is  
21 that -- one that addresses Justice Breyer's point, which  
22 is, keep in mind that this is not a fight as to who gets  
23 the money in the first place. This is a class action  
24 complaint brought in State court against my client under  
25 the theory that we were unjustly enriched by keeping the

1 benefits that we should have paid them because we got  
2 them back. It is inconceivable to me that in the  
3 context of a case in which the gravamen of the complaint  
4 is we took his benefits back, the case could not be  
5 related to benefits. The relevant parts of the  
6 complaint are Joint Appendix 62A and 63A.

7           The third point has to do with democratic  
8 accountability and whether you would leave this to  
9 agencies or bureaucrats as opposed to Congress. But as  
10 you recognize in City of Arlington, the choice that is  
11 being proposed is not between Congress or the agency,  
12 but between the Federal courts, which are certainly  
13 unelected and generally unaccountable in the democratic  
14 process and people that, at least in theory, are  
15 ultimately accountable to the elected representatives,  
16 that is to say, an agency.

17           And finally, to the extent that you believe  
18 that this statute has a constitutional doubt in the  
19 terms in which it was drafted, I can well believe that  
20 you have seen many cases in which you feel that you are  
21 the body shop for the roller derby across the street.  
22 This is not one of them. This requires no significant  
23 surgery. It is, at most, a little bit of buffing,  
24 because it is certainly easier than concluded that  
25 some -- concluding that something that Congress had



1 expressly labeled a penalty in the Affordable Care Act  
2 was, in fact, a tax or the construction that the Court  
3 invoked in Nabutinov, Bond and other cases.

4           It is certainly easy here to read shall  
5 supersede and preempt, to read shall be effective  
6 notwithstanding, and give effect to the evident purpose  
7 of Congress in dealing with these matters at the Federal  
8 level and not on a check board basis, State by State.  
9 For all these reasons, we ask that the judgment of the  
10 Supreme Court of Missouri be reversed.

11           Thank you very much.

12           CHIEF JUSTICE ROBERTS: Thank you, counsel.

13           The case is submitted.

14           (Whereupon, at 11:01 a.m., the case in the  
15 above-entitled matter was submitted.)

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<b>A</b>				
<b>a.m</b> 1:16 3:2 49:14	<b>adopt</b> 37:21 38:6	<b>answer</b> 10:8 17:25 18:12 20:18 24:9 30:21 34:12 41:6	3:7 9:13 16:3 17:20 21:14 23:5 34:17 35:13 38:13,16 39:1 46:19	<b>bad</b> 19:22
<b>ABA</b> 10:3	<b>adopted</b> 10:3,25 35:20	<b>answer's</b> 14:17	<b>arises</b> 9:23 16:5 32:20	<b>balance</b> 9:20
<b>ability</b> 11:20,22 14:4	<b>affect</b> 26:14,17	<b>answers</b> 3:21	<b>Arizona's</b> 28:12	<b>based</b> 30:18
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