(ORDER LIST: 583 U.S.)

TUESDAY, FEBRUARY 20, 2018

CERTIORARI -- SUMMARY DISPOSITION

17-733 MURCO WALL PRODUCTS, INC. V. GALIER, MICHAEL D.

The petition for a writ of certiorari is granted. The judgment is vacated, and the case is remanded to the Court of Civil Appeals of Oklahoma, First Division for further consideration in light of *Bristol-Myers Squibb Co.* v. *Superior Court of Cal., San Francisco Cty.*, 582 U. S. ____ (2017).

ORDERS IN PENDING CASES

17M80 STOLLER, BILL V. PHOENIX, AZ, ET AL.

17M81 SPARKS, CURTIS V. BELL, CONTESSA, ET AL.

17M82 SHEPPARD, VICTORIA V. OHIO BOARD OF REGENTS, ET AL.

17M83 ROSS, FELICIA V. ROCKWELL AUTOMATION, ET AL.

17M84 CLARK, WILLIE J. V. LAFAYETTE PLACE LOFTS, ET AL.

The motions to direct the Clerk to file petitions for writs of certiorari out of time are denied.

17-130 LUCIA, RAYMOND J., ET AL. V. SEC

The motion of petitioners to dispense with printing the joint appendix is granted.

17-155 HUGHES, ERIK L. V. UNITED STATES

The motion of Law Professors in support of neither party for leave to file a brief as *amici curiae* is granted.

17-5716 KOONS, TIMOTHY D., ET AL. V. UNITED STATES

The motion of petitioners for leave to file a supplemental volume of the joint appendix under seal is granted.

17-5989 STUKES, GEROD V. VA EMPLOY. COMM'N, ET AL.

17-6282 BOYCE, ANTONNEO R. V. ARIZONA

17-6685 HAMILTON, JAN B. V. COLORADO

The motions of petitioners for reconsideration of orders denying leave to proceed *in forma pauperis* are denied.

17-6954 BERNSTEIN, STEVEN W. V. WELLS FARGO BANK, N.A., ET AL.

17-7019 REEVES, TIMOTHY V. GREEN, LEO E.

17-7121 WEST, LUKE T. V. RIETH, CARRIE L., ET AL.

17-7123 EAKINS, LEE V. WILSON, MARK, ET AL.

The motions of petitioners for leave to proceed *in forma pauperis* are denied. Petitioners are allowed until March 13, 2018, within which to pay the docketing fees required by Rule 38(a) and to submit petitions in compliance with Rule 33.1 of the Rules of this Court.

CERTIORARI DENIED

16-928 STEMTECH INTERNATIONAL, INC. V. LEONARD, ANDREW P.

17-334 CENTER FOR REG. REASONABLENESS V. EPA

17-380 CONSOL ENERGY INC., ET AL. V. EEOC

17-469 SILAIS, HERNEL V. SESSIONS, ATT'Y GEN.

17-526 ROCKINGHAM, NC, ET AL. V. FERC, ET AL.

17-531 OAK HARBOR FREIGHT LINES V. NLRB

17-537 MERCURY CASUALTY CO., ET AL. V. JONES, DAVE, ET AL.

17-542 SOUTHERN CA ALLIANCE V. EPA, ET AL.

17-546 COLEMAN, ASHBY V. VIRGINIA

17-560 IDAHO V. WINDOM, ETHAN A.

17-576 SALOUHA, OSAMA H., ET AL. V. UNITED STATES

17-578) CACCIAPALLE, JOSEPH, ET AL. V. FEDERAL HOUSING FINANCE, ET AL.
)
17-580) PERRY CAPITAL LLC, ET AL. V. MNUCHIN, SEC. OF TREASURY
)
17-591) FAIRHOLME FUNDS V. FEDERAL HOUSING FINANCE, ET AL.

17-592 FRATERNAL ORDER OF POLICE V. NAT. R. PASSENGER CORP.

17-624 PONZO, ENRICO V. UNITED STATES

17-632 PHILLIPS, TANGANEKA L. V. UAW INTERNATIONAL, ET AL.

17-634 CARTER, PARISH R. V. COLORADO

17-637 FTS USA, LLC, ET AL. V. MONROE, EDWARD, ET AL.

17-641 CAREFIRST, INC., ET AL. V. ATTIAS, CHANTAL, ET AL.

17-672 KEIRAN, ALAN G., ET UX. V. HOME CAPITAL, INC., ET AL.

17-683 NORTH CAROLINA V. ALCOA POWER GENERATING, ET AL.

17-694 RITZ-CARLTON DEVELOPMENT, ET AL. V. NARAYAN, KRISHNA, ET AL.

17-699) NRPC V. UPRC, ET AL.
)
17-714) NAT. ASSOC. OF RAILROAD, ET AL. V. UPRC, ET AL.

17-700 NOVA V. SHULKIN, SEC. OF VA

17-719 BAUER, BARRY, ET AL. V. BECERRA, ATT'Y GEN. OF CA

17-750 MADISON COUNTY, IL, ET AL. V. PITTMAN, REGINALD

17-753 SOTO ENTERPRISES, INC. V. ALBUQUERQUE, NM

17-757 McGEHEE, PATRICIA R., ET VIR V. KY TRANSPORTATION CABINET

17-769 FILSON, WARDEN V. PETROCELLI, TRACY

17-774 MARTIN, DAVID D. V. AK STEEL CORPORATION, ET AL.

17-789 RENTERIA, EFRIM, ET AL. V. SUPERIOR COURT OF CA, ET AL.

17-790 VECHERY, MICHAEL V. COTTET-MOINE, FLORENCE

17-792 KING, MILES J. V. QUINT, PETER A.

17-793 JOSEPHINE HAVLAK PHOTOGRAPHER V. TWIN OAKS, MO, ET AL.

17-798 HOLBROOK, DIANE V. RONNIES LLC

17-800 McNEIL, MINOR L., ET UX. V. ARNOLD, GARY, ET AL.

17-808 SONG, HUIMIN, ET AL. V. SANTA CLARA COUNTY, CA, ET AL.

17-810 TARANGO, JUAN R. V. SESSIONS, ATT'Y GEN.

17-813 BARTH, MICHAEL, ET UX. V. WALT DISNEY PARKS, ET AL.

17-814 GOLB, RAPHAEL V. SCHNEIDERMAN, ATT'Y GEN. OF NY

17-815 VAZQUEZ, FLORENCIO V. ALLENTOWN, PA, ET AL.

17-822 LI, FENG V. PENG, DIANA, ET AL.

17-823 VON MAACK, DOROTA V. WYCKOFF HEIGHTS MEDICAL, ET AL.

17-824 PAYN, RAY W. V. KELLEY, GERALD E., ET AL.

17-829 SASKATCHEWAN MUTUAL INSURANCE V. CE DESIGN, LTD.

17-833 LUCAS, ROGER J. V. CO STATE PUBLIC DEFENDER, ET AL.

17-837 DREXLER, REGINA V. BROWN, RACHEL

17-841) TEN'S CABARET, INC., ET AL. V. NEW YORK, NY, ET AL.
)
17-844) JGJ MERCHANDISE CORP. V. NEW YORK, NY, ET AL.

17-845 HUSAIN, AL-HAROON B. V. LAYNG, PATRICK S.

17-846 ALMOND, CYNTHIA N., ET AL. V. SINGING RIVER HEALTH, ET AL.

17-847 HOME CARE PROVIDERS, INC., ET AL V. HEMMELGARN, KELLY, ET AL.

17-848 WERKHEISER, HAROLD V. POCONO TOWNSHIP, ET AL.

17-853 WILSON, NATALIA L. V. ALDRIDGE, WARDEN

17-854 ZOKAITES, FRANK V. LANSAW, GARTH F., ET UX.

17-856 LAYNE, SANDRA V. BREWER, WARDEN

17-858 FINCH, SANDRA V. ALLSTATE INSURANCE

17-860 BERNARD, FRANTZ, ET AL. V. EAST STROUDSBURG UNIV., ET AL.

17-861 CURWOOD, INC. V. ROBERTS TECHNOLOGY GROUP, INC.

17-865 COGGINS, BARRY, ET UX. V. HILL, PEGGY, ET AL.

17-866 ORNSTEIN, IAN V. BANK OF NEW YORK MELLON

17-868 BRYAN, PATRICK F. V. SHULKIN, SEC. OF VA

17-870 POU, ALEXANDER V. CALIFORNIA

17-873 VASQUEZ-RAMIREZ, ALVARO V. SESSIONS, ATT'Y GEN.

17-875 CANTRELL, JUNE M., ET AL. V. CAPITAL ONE, N.A.

17-876 MEDINA-LEON, ANTONIO V. SESSIONS, ATT'Y GEN.

17-877 LONG, WENDEE V. TEXAS

17-879 SMYTH-RIDING, TERRI L. V. SCIENCES SERVICES, ET AL.

17-880 BLOUGH, MELVIN V. NAZARETIAN, NICK, ET AL.

17-881 SCOTT TIMBER CO., ET AL. V. OREGON WILD, ET AL.

17-882 RAISER, AARON V. TRI-CITY HEALTHCARE, ET AL.

17-885 FARHOUMAND, SAMIR A. V. CLARKE, DIR., VA DOC

17-888 HERNANDEZ, MARY, ET AL. V. KROGER TEXAS

17-891 BOBERTZ, RICK, ET AL. V. CUSHMAN & WAKEFIELD, ET AL.

17-892 BODY BY COOK, INC., ET AL. V. STATE FARM, ET AL.

17-893 U.S., EX REL. BROOKS V. ORMSBY, JEFFREY, ET AL.

17-894 BIRCH VENTURES, LLC, ET AL. V. UNITED STATES

17-896 HINES, JAMES L. V. PORCH, LON, ET AL.

17-898 MEYER, JILL V. SHULKIN, SEC. OF VA

17-899 McMILLAN, DENISE C. V. CIR

17-907 McMUNN, MICHELLE, ET AL. V. BABCOCK & WILCOX POWER, ET AL.

17-916 JOHNSON, GARY, ET AL. V. COMM'N ON PRESIDENTIAL, ET AL.

17-919 SEDLAK, TIMOTHY V. UNITED STATES

17-920 RUIZ, BLANCA, ET AL. V. UNITED STATES

17-921 SAFETY NATIONAL CASUALTY CORP. V. LOS ANGELES UNIFIED SCHOOL DIST.

17-926 BRECK, WILLIAM V. HERNANDEZ, RAUL, ET AL.

17-927 KERRIGAN, JAMES V. OTSUKA AMERICA, ET AL.

17-947 JACKSON, TIMOTHY A. V. COLORADO

17-954 CHAFFIN, DARNEL V. ILLINOIS

17-960 ILLINOIS BIBLE COLLEGES V. CROSS, TOM

17-964 MERCER, GREGORY S. V. VIRGINIA

17-966 PROFITA, TAYLOR C. V. UNIVERSITY OF CO, ET AL.

17-992 HANLON, JOHN V. UNITED STATES

17-994 FERRIERO, JOSEPH A. V. UNITED STATES

17-998 LOMBARDO, JOSEPH V. UNITED STATES

17-1004 TARVER, JONATHAN R. V. UNITED STATES

17-1010 DOWLING, JOHN E. V. PENSION PLAN, ET AL.

17-1020 LYLES, BRYANT V. MEDTRONIC SOFAMOR DANEK, USA

17-5165 SERRANO, PEDRO V. UNITED STATES

17-5538 JOHNSON, WILLIAM V. LAMAS, MARIROSA, ET AL.

17-5563 JACKSON, JOSEPH J. V. UNITED STATES

17-5676 LEE, CURTIS F. V. ING GROEP, N.V., ET AL.

17-6015 HUGHES, KEDRICK H. V. UNITED STATES

17-6105 TURNER, ANTONIO V. UNITED STATES

17-6146 CADET, ERNEST V. FL DOC

17-6151 RAYNER, MARQUIS L. V. PENNSYLVANIA

17-6225 MIERS, TIMOTHY V. UNITED STATES

17-6247 JACKSON, MICHAEL V. UNITED STATES

17-6323 ELLIS, MARK S. V. RAEMISCH, DIR., CO DOC, ET AL.

17-6404 AGRUETA-VASQUEZ, JOSSUE V. UNITED STATES

17-6424 MAIDA, NICHOLAS V. UNITED STATES

17-6426 NUNEZ-GARCIA, JOSE V. UNITED STATES

17-6434 FLETCHER, DESHAWN M. V. UNITED STATES

17-6459 SAMPLES, JAMES T. V. BALLARD, WARDEN

17-6509 BAUTISTA, MARIO V. UNITED STATES

17-6521 A. I. V. M. A.

17-6523 LOMAX, DARRELL L. V. SUPERIOR COURT OF CA

17-6606 DIAZ, JOSE V. UNITED STATES

17-6649 NICHOLSON, DONNA V. PEORIA, IL, ET AL.

17-6742 SIVONGXXAY, VAENE V. CALIFORNIA

17-6798 KIRK, CARL V. MISSOURI

17-6802 OROZCO-MADRIGAL, ALEJANDRO V. UNITED STATES

17-6808 HUGHLEY, WANSOLO V. UNITED STATES

17-6819 LEDFORD, MICHAEL V. SELLERS, WARDEN

17-6825 HUTTO, JAMES C. V. MISSISSIPPI

17-6848 GUTIERREZ HERNANDEZ, JOSE L. V. McFADDEN, WARDEN

17-6863 PLATSKY, HENRY V. NSA, ET AL.

17-6867 NORTON, JOVAN D. V. SLOAN, WARDEN

17-6868 LOPEZ, JOHNNY M. V. DELAWARE

17-6872 LOMACK, TERRY D. V. FARRIS, WARDEN

17-6879 REGO, TARVEY V. SHERMAN, WARDEN

17-6881 RIOS, JOHN C. V. DAVIS, DIR., TX DCJ

17-6882 BLACKWELL, RICKY L. V. SOUTH CAROLINA

17-6897 MALLETT-RATHELL, TONYA V. MICHIGAN

17-6899 KAMARA, ZAINAB V. PRINCE GEORGE'S CTY. DOC, ET AL.

17-6902 STONE, ROBERT W. V. MARYLAND

17-6909 J'WEIAL, XAVIER L. V. SEXTON, ACTING WARDEN

17-6912 ESTES, NATHANIEL V. COLORADO

17-6918 STANTON, FREEMAN W. V. FLETCHER, WARDEN, ET AL.

17-6923 PARKER, GERALD V. CALIFORNIA

17-6924 HAYNES, BRENDA J. V. ACQUINO, MIKE, ET AL.

17-6928 SERRANO, NELSON V. FLORIDA

17-6929 RAMIREZ, JOSE R. V. FLORIDA

17-6931 MATHEIS, BRIAN T. V. CALIFORNIA

17-6934 WILKINS, DARNELL V. WAGNER, JUDGE, ETC., ET AL.

17-6940 CONNER, PATRICIA M. V. DEPARTMENT OF EDUCATION, ET AL.

17-6944 MACDONALD, WILLIAM T. V. KERNAN, SEC., CA DOC

17-6952 LANKFORD, DESMEN V. SPEARMAN, WARDEN

17-6953 MAPES, ERIC V. COURT OF APPEALS OF IN

17-6972 DAVIS, FALON B. V. ANNUCCI, COMM'R, NY DOC, ET AL.

17-6973 DAVIS, FALON B. V. ANNUCCI, COMM'R, NY DOC, ET AL.

17-6978 FREDERICK, STEVEN D. V. PENNSYLVANIA

17-6980 NEWKIRK, KENNETH V. CLARKE, DIR., VA DOC

17-6987 THOMPSON, JASON J. V. HOLLAND, WARDEN

17-6989 WEBB, CHRISTOPHER W. V. ALLBAUGH, DIR., OK DOC

17-6992 AKINS, MATTHEW S. V. KNIGHT, DANIEL K., ET AL.

17-6994 MILNER, WINFRED V. PENNSYLVANIA

17-6995 EDWARDS, JOSEPH W. V. BISHOP, FRANK, ET AL.

17-7000 SALES, RICHARD A. V. CASSADY, WARDEN

17-7003 ROSE, SUSAN V. OFFICE OF PROFESSIONAL CONDUCT

17-7009 BISHOP, ROMIE D., ET UX. V. FED. NATIONAL MORTGAGE, ET AL.

17-7011 TUCKER, RUDY V. MICHIGAN

17-7013 YOUNGBLOOD, NELSON A. V. VANNOY, WARDEN

17-7017 STEPTOE, MONZELLE L. V. DAVIS, DIR., TX DCJ

17-7018 SANCHEZ, RICARDO E. V. DAVIS, DIR., TX DCJ

17-7022 JOHNSON, GLENWOOD F. V. JOHNSON, GRACE J.

17-7026 PASHA, KHALID A. V. FLORIDA

17-7027 PRATT, JACOB R. V. FILSON, WARDEN, ET AL.

17-7028 MIESEGAES, VADIM S. V. SUPERIOR COURT OF CA, ET AL.

17-7031 BAILEY, CHARLES V. WARFIELD & ROHR

17-7036 WELLS, TYRONE V. LOUISIANA

17-7037 VILLECCO, MICHAEL V. VAIL RESORTS, INC., ET AL.

17-7038 KROHE, CHRISTOPHER D. V. CALIFORNIA

17-7039 ODOM, TINA V. CALIFORNIA

17-7040 WILLIAMS, KENDALL V. PENNSYLVANIA

17-7041 YEBRA, JAVIER V. DAVIS, DIR., TX DCJ

17-7043 ZULVETA, ARMANDO D. V. USDC SC

17-7047 WILLIAMS, DONALD A. V. FLORIDA

17-7053 GILLESPIE, NEIL J. V. REVERSE MORTGAGE SOLUTIONS

17-7054 GILLESPIE, NEIL J. V. REVERSE MORTGAGE SOLUTIONS

17-7059 SINGH, AMAN D. V. WISCONSIN

17-7062 FREDERICK, DARRELL W. V. OKLAHOMA

17-7063 ODEJIMI, THERESA V. WINDSOR, NY

17-7064 RAMOS, LUIS V. JOHNSON, ADM'R, NJ, ET AL.

17-7065 STONE, ROBERT W. V. MARYLAND

17-7066 ROBERTS, DONNA V. OHIO

17-7072 SALAZAR, ALEJANDRO A. V. TENNESSEE

17-7074 CARTER, JEANETTA V. LABOR READY MID-ATLANTIC, INC.

17-7081 JACKSON, DAVID V. MARSHALL, WARDEN

17-7083 MEYERS, DAVID V. VIRGINIA

17-7084 HUDSON, ROBERT V. LASHBROOK, WARDEN

17-7086 HASSMAN, SARA V. SEASTROM & SEASTROM, ET AL.

17-7087 JONES, CHRISTOPHER F. V. SCHWEITZER, WARDEN

17-7088 JONES, CHRISTOPHER N. V. NEW JERSEY

17-7090 LILLEY, CHESTER L. V. THOMAS, WARDEN

17-7093 ROOSA, PATRICIA V. FLORIDA

17-7097 HILL, JESSIE V. KELLEY, DIR., AR DOC

17-7098 DIETRICH, EDGAR J. V. GROSSE POINTE PARK, MI, ET AL.

17-7100 JONES-ADAMS, RYAN D. V. MINNESOTA

17-7101 GREEN, ANTHONY S. V. CREIGHTON/CHI HEALTH, ET AL.

17-7103 FLORES, ARNOLD V. LAKEWOOD, WA, ET AL.

17-7104 GASPARD, AMERY V. OFFICER MELENDEZ

17-7105 GARANIN, VSEVOLOD V. NY HOUSING PRESERVATION, ET AL.

17-7108 KOOLA, JOHNSON D. V. BANK OF AMERICA, N.A.

17-7109 GRIFFIN, DERRICK T. V. MINNESOTA

17-7110 HOLLIS, HORACE E. V. TENNESSEE

17-7112 GRIFFIN, ALLEN V. MARYLAND

17-7113 FRANK, RONALD V. CLARKE, SUPT., ALBION, ET AL.

17-7115 MOSBY, CHRISTOPHER V. SYKES, ERIC, ET AL.

17-7117 PERRY, FREDERICK H. V. MASSACHUSETTS

17-7120 VANHALST, DUSTIN V. TEXAS

17-7124 COX, LEWIS V. MISSOURI

17-7125 SHEARD, MANUEL V. KLEE, WARDEN

17-7132 JAMES, ROSE T. V. CORINO, DOREEN, ET AL.

17-7133 BERGERON, JOSEPH V. ROY, COMM'R, MN DOC

17-7135 SPICER, JARROD R. V. TENNESSEE

17-7136 THOMAS, ALPHONZA L. V. PERRY, WARDEN

17-7139 PRESLEY, GREGORY V. FLORIDA

17-7142 WILEY, ERIC V. JONES, SEC., FL DOC

17-7146 WAKEFIELD, DALE M. V. PENNSYLVANIA

17-7150 WILEY, ERIC V. JONES, SEC., FL DOC

17-7159 RESENDEZ, MICHAEL V. CALIFORNIA

17-7160 SHAKA V. RYAN, DIR., AZ DOC, ET AL.

17-7161 ROBINSON, TYRONE V. LEWIS, WARDEN

17-7166 JONES, JOSEPH A. V. SOUTH DAKOTA

17-7167 ROBLES, SERGIO V. TEXAS

17-7168 DORSEY, MICHAEL V. LANKFORD, SHERMAN

17-7170 PAYTON, WALTER V. KANSAS, ET AL.

17-7174 KUPRITZ, MICHAEL V. CHASE BANK USA, N.A.

17-7178 HOLLEY, EVER L. V. CONNECTICUT

17-7179 LAKE, MICHAEL V. RAY, ROBBY, ET AL.

17-7181 CHESTNUT, GERNARD V. FLORIDA

17-7185 LUCAS, DAVID L. V. ALABAMA

17-7187 SHEEHAN, MARK D. V. MONTANA

17-7189 SMOOT, LARRY M. V. MARYLAND

17-7191 SANUDO, MICHAEL V. ARNOLD, ACTING WARDEN

17-7193 CARTER, CALVIN C. V. MARYLAND

17-7196 BREWNER, BRIAN J. V. GEORGIA

17-7206 CLARDY, SIR GIORGIO S. V. OREGON, ET AL.

17-7208 KULKARNI, AVINASH B. V. DEPT. OF STATE

17-7209 DURANT, KENNETH V. ILLINOIS

17-7212 LOVE, KEWANDA V. UNITED STATES

17-7214 CUMMINGS, EARNEST V. UNITED STATES

17-7215 CHISHOLM, CHALON V. UNITED STATES

17-7216 ENOCH, DEANDRE V. UNITED STATES

17-7217 DAVIS, MATTHEW V. UNITED STATES

17-7219 KELLER, BRANDON V. PRINGLE, WARDEN

17-7223 ROSALES-ALVARADO, DENNIS A. V. UNITED STATES

17-7225 READ, CHRISTOPHER V. UNITED STATES

17-7226 RIVERA, GERMAINE M. V. UNITED STATES

17-7227 PANIRY, SHAY V. UNITED STATES

17-7228 PATRICK, RANDALL V. CITIBANK

17-7229 POPOVSKI, KARL V. UNITED STATES

17-7231 ELLIOTT, EDWARD V. ILLINOIS

17-7238 MILLER, ROYRICK V. UNITED STATES

17-7239 MEEKS, WILLIAM L. V. UNITED STATES

17-7241 MOULTRIE, CORTEZ V. UNITED STATES

17-7242 PHAM, LONG P. V. UNITED STATES

17-7246 PONTEFRACT, CLYDE J. V. MERLAK, WARDEN

17-7250 REMINGTON, JAMES V. UNITED STATES

17-7255) AGUILAR LOPEZ, JOSE L. V. UNITED STATES
)
17-7271) SAVALA CISNEROS, SAMUEL V. UNITED STATES
)
17-7342) HERNANDEZ, ELDER N. V. UNITED STATES

17-7256 CARDONA, MICHAEL V. UNITED STATES

17-7258 DEWITT, ORLANDO V. UNITED STATES

17-7266 MELENDEZ-ORSINI, ANGEL V. UNITED STATES

17-7267 McKINLEY, ERKSINE J. V. UNITED STATES

17-7268 METAYER, MICHAEL V. UNITED STATES

17-7269 PABON-MANDRELL, EDUARDO V. UNITED STATES

17-7272 BERRY, LARRY L. V. UNITED STATES

17-7273 BARR, EDDIE T. V. UNITED STATES

17-7276 ZAPATA, RAFAEL A. V. UNITED STATES

17-7278 WEISSERT, DOUGLAS V. PALMER, WARDEN

17-7283 TAYLOR, ANTHONY D. V. KRUEGER, WARDEN

17-7285 THOMPSON, BOBBY V. UNITED STATES

17-7287 THACKREY, DUANE T. V. ILLINOIS

17-7289 STAR, JOHN V. UNITED STATES

17-7291 SIMPSON, DAVID Z. V. UNITED STATES

17-7293 ARANDA-LUNA, JESUS I. V. UNITED STATES

17-7300 FONTANA, ANTONIO V. UNITED STATES

17-7302 DAVIS, LaBARON A. V. CHAPMAN, ACTING WARDEN

17-7303 ROTTE, HAROLD B. V. UNITED STATES

17-7304 GALVAN-FUENTES, TOMAS V. UNITED STATES

17-7305 FOYE, COURTNEY C. V. UNITED STATES

17-7307 FAULKNER, DORIAN V. ILLINOIS

17-7308 DORISE, MIKHAEL C. V. MATEVOUSIAN, WARDEN

17-7309 ROSA, EMERENCIO V. UNITED STATES

17-7314 LILLIE, ROBERT A. V. HERNANDEZ, WARDEN

17-7315 JONES, TOBY V. UNITED STATES

17-7320 MINAS, MICHAEL V. UNITED STATES

17-7321 ROUKIS, PETER T. V. DEPT. OF ARMY

17-7322 SIMS, JERRELL V. UNITED STATES

17-7323 QUINTANILLA, JOSE W. V. UNITED STATES

17-7326 ALTAMIRANO, ERIK V. UNITED STATES

17-7329 HERNANDEZ NAVARRO, ANTHONY P. V. HOLLAND, WARDEN

17-7331 WILLIAMS, ALVIN V. ILLINOIS

17-7332 YOUNG, STEPHEN R. V. MICHIGAN

17-7333 WHOOLERY, LEWIS V. UNITED STATES

17-7336 CASTRO-VERDUGO, FIDENCIO V. UNITED STATES

17-7340 WILLIAMS, HUEY P. V. UNITED STATES

17-7341 LAVARIS, LOUIS V. UNITED STATES

17-7343 JIGGETTS, VERNON R. V. UNITED STATES

17-7344 OLOTOA, TALANIVALU Y. V. UNITED STATES

17-7347 DUKE, RONNIE E. V. UNITED STATES

17-7350 CLARK, MICHAEL M. V. COLORADO

17-7356 ALLEN, EULIS E. V. UNITED STATES

17-7358 SONGLIN, MARVIN V. UNITED STATES

17-7359 REDDICK, JERMAINE E. V. CONNECTICUT

17-7361 SIMMONS, JOTHAM R. V. UNITED STATES

17-7371 PORTUONDO, ANGEL V. UNITED STATES

17-7372 PAYTON, ARTHUR V. UNITED STATES

17-7378 CARACCIOLI, FRANCO V. FACEBOOK, INC.

17-7380 JECZALIK, MICHAEL W. V. UNITED STATES

17-7381 CAMACHO, FREDDIE V. ENGLISH, WARDEN

17-7389 SPRINGER, JASON, ET AL. V. UNITED STATES

17-7390 SASAKI, TERENCE V. UNITED STATES

17-7395 ORTIZ-MARTINEZ, ROGELIO V. UNITED STATES

17-7398 LARKIN, BILLY F. V. HAWKINS, ADM'R, NASH, ET AL.

17-7405 BISHOP, VANESSA V. UNITED STATES

17-7408 EASTER, CEDRIC V. UNITED STATES

17-7409 FRYER, DARYL V. ILLINOIS

17-7413 SPENCER, BARRY V. UNITED STATES

17-7415 HALE, RALPH V. UNITED STATES

17-7417 FORSYTHE, ANDREA V. UNITED STATES

17-7419 HARRISON, MICHAEL R. V. UNITED STATES

17-7421 ROBERTS, SHURRON S. V. UNITED STATES

17-7422 JEFFERSON, CARL A. V. UNITED STATES

17-7427 SHREEVES, BRIAN V. UNITED STATES

17-7429 HAWKINS, COLIN V. UNITED STATES

17-7430 WILLIAMS, MAJESTI V. UNITED STATES

17-7432 WOOD, CLIFFORD V. UNITED STATES

17-7433 TINAJERO-PORRAS, JESUS A. V. UNITED STATES

17-7435 WILLIAMSON, LEWIS V. MOREHEAD STATE UNIV., ET AL.

17-7439 TITUS, ADAM V. ILLINOIS

17-7440 MALDONADO-FRANCO, JESUS V. UNITED STATES

17-7441 DAVIS, KARIM V. UNITED STATES

17-7443 CHAVEZ, JORGE V. UNITED STATES

17-7446 PYLES, CHAD V. UNITED STATES

17-7448 MARTINEZ-HERNANDEZ, MARVIN S. V. UNITED STATES

17-7452 ST. ANGE, TRAE J. V. JONES, SEC., FL DOC, ET AL.

17-7453 POPE, JERMEL V. PERDUE, JANET

17-7455 JOYE, TYAAN L. V. UNITED STATES

17-7456 LONG, MICHAEL L. V. UNITED STATES

17-7460 SMITH, KURT R. V. MEKO, WARDEN

17-7461 SCOTT, STEVE L. V. UNITED STATES

17-7462 HERRINGTON, LEONARD V. UNITED STATES

17-7468 McCAIN, TERRYLYN V. UNITED STATES

17-7469 HARRIS, ANTHONY C. V. UNITED STATES

17-7471 GLASGOW, ALVIN V. UNITED STATES

17-7472 HARRIS, KYJUANZI V. ILLINOIS

17-7473 FILLINGHAM, FREDERICK J. V. UNITED STATES

17-7475 BIDDLES, TONY V. UNITED STATES

17-7477 ROBINSON, KENNETH E. V. UNITED STATES

17-7482 SMITH, LLEWELLEN F. V. JARVIS, WARDEN

17-7487 MARTINEZ, JORGE A. V. UNITED STATES

17-7488 DUNCAN, MICHAEL C. V. UNITED STATES

17-7489 CONTRERAS, DANIEL V. UNITED STATES

17-7493 BELTRAN-CERVANTES, LUIS E. V. UNITED STATES

17-7495 JONES, TONY L. V. WILSON, WARDEN

17-7500 ROBINSON, LEON V. UNITED STATES

17-7501 SCOTTON, ROGERIO C. V. UNITED STATES

17-7502 McMASTER, DAVID E. V. UNITED STATES

17-7510 VILLARRUEL-QUINTANILLA, ROBERTO V. UNITED STATES

17-7519 KEOWN, JAMES V. MASSACHUSETTS

17-7523 SMITH, TRENT S. V. UNITED STATES

17-7529 BARBOSA, CARLOS V. UNITED STATES

17-7531 COSTELLO, KYLE V. UNITED STATES

The petitions for writs of certiorari are denied.

17-351 BAIS YAAKOV, ET AL. V. FCC, ET AL.

The petition for a writ of certiorari is denied. Justice Alito took no part in the consideration or decision of this petition.

17-395 TAYLOR FARMS PACIFIC, INC. V. PENA, MARIA DEL CARMEN, ET AL.

The motion of Center for Workplace Compliance for leave to file a brief as *amicus curiae* is granted. The motion of DRI-The Voice of the Defense Bar for leave to file a brief as *amicus curiae* is granted. The motion of Cato Institute for leave to file a brief as *amicus curiae* is granted. The petition for a writ of certiorari is denied.

17-690 FOOT LOCKER, INC. V. OSBERG, GEOFFREY

The petition for a writ of certiorari is denied. Justice Gorsuch took no part in the consideration or decision of this petition.

17-752 PFIZER INC., ET AL. V. RITE AID CORP., ET AL.

The motion of Washington Legal Foundation for leave to file a brief as *amicus curiae* is granted. The motion of Pharmaceutical Research and Manufacturers of America, et al. for leave to file a brief as *amici curiae* is granted. The petition for a writ of certiorari is denied.

17-771 WYETH LLC, ET AL. V. RITE AID CORP., ET AL.

The motion of Pharmaceutical Research and Manufacturers of America, et al. for leave to file a brief as *amici curiae* is granted. The petition for a writ of certiorari is denied.

17-784 LIN, MANHUA M. V. ROHM AND HAAS CO.

The petition for a writ of certiorari is denied. Justice Alito took no part in the consideration or decision of this petition.

17-855 NORTON, VANCE, ET AL. V. UTE INDIAN TRIBE, ET AL.

The petition for a writ of certiorari is denied. Justice Gorsuch took no part in the consideration or decision of this

petition.

17-889 RINIS, MICHAEL J. V. PUBLIC EMPLOYEES' RETIREMENT

The petition for a writ of certiorari is denied. Justice Alito took no part in the consideration or decision of this petition.

17-928 JONES, ANDREW, ET AL. V. PARMLEY, JAMES, ET AL.

The petition for a writ of certiorari is denied. Justice Sotomayor took no part in the consideration or decision of this petition.

17-6942 JONES, DARYL K. V. GEORGIA

The motion to substitute party in place of petitioner, deceased is denied. The petition for a writ of certiorari is dismissed as moot.

17-6971 DUNCAN, ARLEY L. V. ALLBAUGH, DIR., OK DOC

The petition for a writ of certiorari is denied. Justice Gorsuch took no part in the consideration or decision of this petition.

17-6981 DAVIS, DANIEL M. V. CRAFTS, CHARLES C., ET AL.

17-7079 SEARS, TERRY E. V. FLORIDA

The motions of petitioners for leave to proceed *in forma pauperis* are denied, and the petitions for writs of certiorari are dismissed. See Rule 39.8.

17-7082 MICKENS, ROBERT V. CLARKE, SUPT., ALBION, ET AL.

The petition for a writ of certiorari is denied. Justice Alito took no part in the consideration or decision of this petition.

17-7128 STURGIS, DONALD V. CIRCUIT COURT OF MI

17-7313 LUCZAK, THEODORE V. PFISTER, RANDY, ET AL.

The motions of petitioners for leave to proceed *in forma pauperis* are denied, and the petitions for writs of certiorari are dismissed. See Rule 39.8.

17-7524 ELLIS, MARVIN L. V. UNITED STATES

The petition for a writ of certiorari is denied. Justice Gorsuch took no part in the consideration or decision of this petition.

HABEAS CORPUS DENIED

17-7274 IN RE DARWIN N. CHIPLEY

17-7397 IN RE CHARLES OLIVER

17-7466 IN RE JOE CERVANTES

17-7485 IN RE JOHN E. RODARTE

The petitions for writs of habeas corpus are denied.

17-7379 IN RE STEPHEN SACCOCCIA

The petition for a writ of habeas corpus is denied. Justice Kagan took no part in the consideration or decision of this petition.

17-7388 IN RE DANIEL M. DAVIS

17-7508 IN RE JAMES R. YOUNG

The motions of petitioners for leave to proceed *in forma pauperis* are denied, and the petitions for writs of habeas corpus are dismissed. See Rule 39.8.

MANDAMUS DENIED

17-805 IN RE NANCY GEORGE

17-857 IN RE LARRY SHANE, ET AL.

17-929 IN RE DANIEL L. JUNK, ET UX.

17-7016 IN RE RONALD NEWTON

17-7060 IN RE LARRY CHARLES

17-7102 IN RE WILLIAM FREDERICK

17-7130 IN RE ARTHUR O. ARMSTRONG

The petitions for writs of mandamus are denied.

17-7158 IN RE JOHN V. COLEN

The petition for a writ of mandamus and/or prohibition is denied.

PROHIBITION DENIED

17-7367 IN RE ARCHIE CABELLO

The petition for a writ of prohibition is denied.

REHEARINGS DENIED

16-8992 WEATHERSBY, MARY V. IL COMMERCE COMM'N, ET AL.

16-9071 BAILEY, KARLY C. V. CARSON, BENJAMIN S., ET AL.

16-9082 BELYEW, LISA V. SUPERIOR COURT OF CA, ET AL.

16-9268 LEE, RONALD J. V. FLORIDA

16-9342 BRENSON, JAMES A. V. MARQUIS, WARDEN

16-9454 ZANDERS, DAVID E. V. U.S. BANK

16-9711 GORDON, RICHARD T. V. KELLEY, DIR., AR DOC

17-407 SMITH, DELANEY E. V. LOS ANGELES CTY. METRO, ET AL.

17-453 MIRANDA, SERGIO, ET AL. V. SELIG, ALLAN H., ET AL.

17-821 DAILEY, WARREN V. UNITED STATES

17-5087 JOYNER, TERRELL V. VIRGINIA

17-5200 CHAMBLIN, JAMES E. V. JENKINS, WARDEN

17-5286 JONES, DARRON J. V. CRANFORD, FNU

17-5351 OLAWALE-AYINDE, RICHARD V. UNITED STATES

17-5417 ADKINS, DORA L. V. PUBLIC STORAGE

17-5498 BURNS, MICHAEL R. V. UNITED STATES

17-5550 WILLIAMS, ALICIA A. V. BERRYHILL, ACTING COMM'R OF SSA

17-5592 MIDDLEBROOKS, DONALD V. MAYS, ACTING WARDEN

17-5808 FRANKLIN, ANTONIO V. JENKINS, WARDEN

17-5868 MAPS, MICHAEL A. V. FERNANDEZ-RUNDLE, K., ET AL.

17-5930 WOODSON, CARLOS L. V. JONES, SEC., FL DOC

17-5960 NUNN, JEROME D. V. HAMMER, WARDEN

17-5970 BALL, DENNIS A. V. MARICOPA COUNTY, AZ, ET AL.

17-5981 PHILLIPS, DUANE V. UNITED STATES

17-5985 NOGUERO, ELENA V. AMERICAN FAMILY MUTUAL INSURANCE

17-5986 POLSON, RUDOLPH V. ALABAMA, ET AL.

17-5988 RIVERA, HERIBERTO T. V. JONES, SEC., FL DOC, ET AL.

17-6012 MAKAU, GRACE V. MEYER, LOUISE, ET AL.

17-6033 JUENGAIN, GARY V. LOUISIANA, ET AL.

17-6138 McGARITY, NEVILLE V. UNITED STATES

17-6150 IN RE ELMER SCHECKEL

17-6176 DOBBS, HENRY L. V. GEORGIA

17-6183 GU, FAN V. INVISTA S.A.R.L.

17-6188 HIVES, TAAJWARR O. V. BISK EDUCATION, INC.

17-6206 WIJE, SURAN V. STUART, ANN, ET AL.

17-6244 HARRIS, MICHAEL J. V. GIPSON, WARDEN

17-6322 DIETRICH, EDGAR J. V. PATTI, ANTHONY P.

17-6330 THOMAS, ALVIN V. UNITED STATES

17-6356 IN RE JERRY M. BREWER

17-6363 KELLEY, LUCILLE R. V. ALDINE INDEPENDENT SCHOOL DIST.

17-6595 LINDSEY, WILLIAM A. V. COLORADO

17-6684 SOLIZ, LAZARO V. UNITED STATES

17-6784 BASS, RONALD V. NEW JERSEY, ET AL.

17-6982 MORAL, CARLOS E. V. KANSAS

The petitions for rehearing are denied.

17-6107 CUEVAS, SAUL G. V. HARTLEY, WARDEN

The petition for rehearing is denied. Justice Breyer took no part in the consideration or decision of this petition.

ATTORNEY DISCIPLINE

D-2994 IN THE MATTER OF DISBARMENT OF JOHN S. CARROLL

John S. Carroll, of Honolulu, Hawaii, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that John S. Carroll is disbarred from the practice of law in this Court.

D-2995 IN THE MATTER OF DISBARMENT OF BURT M. HOFFMAN

Burt M. Hoffman, of Stamford, Connecticut, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Burt M. Hoffman is disbarred from the practice of law in this Court.

D-2996 IN THE MATTER OF DISBARMENT OF MONA R. CONWAY

Mona R. Conway, of Huntington Station, New York, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon her requiring her to show cause why she should not be disbarred; and the time to file a response having expired;

It is ordered that Mona R. Conway is disbarred from the practice of law in this Court.

D-2997 IN THE MATTER OF DISBARMENT OF MARVIN R. SPARROW

Marvin R. Sparrow, of Rutherfordton, North Carolina, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Marvin R. Sparrow is disbarred from the practice of law in this Court.

D-2998 IN THE MATTER OF DISBARMENT OF MARY MARCH EXUM

Mary March Exum, of Asheville, North Carolina, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon her requiring her to show cause why she should not be disbarred; and the time to file a response having expired;

It is ordered that Mary March Exum is disbarred from the practice of law in this Court.

D-2999 IN THE MATTER OF DISBARMENT OF RANDOLPH A. SCOTT

Randolph A. Scott, of Warrington, Pennsylvania, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Randolph A. Scott is disbarred from the practice of law in this Court.

D-3000 IN THE MATTER OF DISBARMENT OF RICHARD H. HOCH

Richard H. Hoch, of Nebraska City, Nebraska, having been suspended from the practice of law in this Court by order of October 2, 2017; and a rule having been issued and served upon

him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Richard H. Hoch is disbarred from the practice of law in this Court.

D-3001 IN THE MATTER OF DISBARMENT OF JAMES W. KENNEDY

James W. Kennedy, of Toms River, New Jersey, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that James W. Kennedy is disbarred from the practice of law in this Court.

D-3002 IN THE MATTER OF DISBARMENT OF CRAIG MICHAEL KELLERMAN

Craig Michael Kellerman, of Norristown, Pennsylvania, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Craig Michael Kellerman is disbarred from the practice of law in this Court.

D-3003 IN THE MATTER OF DISBARMENT OF JONATHAN GREENMAN

Jonathan Greenman, of Fair Lawn, New Jersey, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Jonathan Greenman is disbarred from the practice of law in this Court.

D-3004 IN THE MATTER OF DISBARMENT OF RAYMOND LELAND EICHENBERGER, III.

Raymond Leland Eichenberger, III., of Reynoldsburg, Ohio, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Raymond Leland Eichenberger, III. is disbarred from the practice of law in this Court.

D-3008 IN THE MATTER OF DISBARMENT OF DOUGLAS ALAN WILLIS

Douglas Alan Willis, of Crest Hill, Illinois, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued and served upon him requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Douglas Alan Willis is disbarred from the practice of law in this Court.

D-3009 IN THE MATTER OF DISBARMENT OF WILLIAM JAMES MEACHAM

William James Meacham, of Edwardsville, Illinois, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that William James Meacham is disbarred from the practice of law in this Court.

D-3011 IN THE MATTER OF DISBARMENT OF RODNEY HOWARD POWELL

Rodney Howard Powell, of Clive, Iowa, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued requiring him to show cause

why he should not be disbarred; and the time to file a response having expired;

It is ordered that Rodney Howard Powell is disbarred from the practice of law in this Court.

D-3012 IN THE MATTER OF DISBARMENT OF ROBERT C. GRAHAM

Robert C. Graham, of Henderson, Nevada, having been suspended from the practice of law in this Court by order of November 27, 2017; and a rule having been issued requiring him to show cause why he should not be disbarred; and the time to file a response having expired;

It is ordered that Robert C. Graham is disbarred from the practice of law in this Court.

Per Curiam

SUPREME COURT OF THE UNITED STATES

CNH INDUSTRIAL N.V., ET AL. *v.* JACK REESE, ET AL.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

No. 17–515. Decided February 20, 2018

PER CURIAM.

Three Terms ago, this Court's decision in *M&G Polymers USA, LLC* v. *Tackett*, 574 U. S. ___ (2015), held that the Court of Appeals for the Sixth Circuit was required to interpret collective-bargaining agreements according to "ordinary principles of contract law." *Id.,* at ___ (slip op., at 1). Before *Tackett*, the Sixth Circuit applied a series of "*Yard-Man* inferences," stemming from its decision in *International Union, United Auto, Aerospace, & Agricultural Implement Workers of Am.* v. *Yard-Man, Inc.*, 716 F. 2d 1476 (1983). In accord with the *Yard-Man* inferences, courts presumed, in a variety of circumstances, that collective-bargaining agreements vested retiree benefits for life. See *Tackett*, 574 U. S., at ___–___ (slip op., at 7–10). But *Tackett* "reject[ed]" these inferences "as inconsistent with ordinary principles of contract law." *Id.*, at ___ (slip op., at 14).

In this case, the Sixth Circuit held that the same *Yard-Man* inferences it once used to presume lifetime vesting can now be used to render a collective-bargaining agreement ambiguous as a matter of law, thus allowing courts to consult extrinsic evidence about lifetime vesting. 854 F. 3d 877, 882–883 (2017). This analysis cannot be squared with *Tackett*. A contract is not ambiguous unless it is subject to more than one reasonable interpretation, and the *Yard-Man* inferences cannot generate a reasonable interpretation because they are not "ordinary principles of contract law," *Tackett*, *supra*, at ___ (slip op., at 14). Because the Sixth Circuit's analysis is "*Yard-Man* re-born,

re-built, and re-purposed for new adventures," 854 F. 3d, at 891 (Sutton, J., dissenting), we reverse.

I

A

This Court has long held that collective-bargaining agreements must be interpreted "according to ordinary principles of contract law." *Tackett*, 574 U. S., at ___ (slip op., at 7) (citing *Textile Workers* v. *Lincoln Mills of Ala.*, 353 U. S. 448, 456–457 (1957)). Prior to *Tackett*, the Sixth Circuit purported to follow this rule, but it used a unique series of "*Yard-Man* inferences" that no other circuit applied. 574 U. S., at ___ (slip op., at 7). For example, the Sixth Circuit presumed that "a general durational clause" in a collective-bargaining agreement "'*says nothing* about the vesting of retiree benefits'" in that agreement. *Id.,* at ___–___ (slip op., at 9–10) (quoting *Noe* v. *PolyOne Corp.*, 520 F. 3d 548, 555 (CA6 2008)). If the collective-bargaining agreement lacked "a termination provision specifically addressing retiree benefits" but contained specific termination provisions for other benefits, the Sixth Circuit presumed that the retiree benefits vested for life. *Tackett, supra*, at ___–___ (slip op., at 7–8) (citing *Yard-Man*, *supra*, at 1480). The Sixth Circuit also presumed vesting if "a provision . . . 'tie[d] eligibility for retirement-health benefits to eligibility for a pension." 574 U. S., at ___ (slip op., at 10) (quoting *Noe*, *supra*, at 558).

This Court's decision in *Tackett* "reject[ed] the *Yard-Man* inferences as inconsistent with ordinary principles of contract law." 574 U. S., at ___ (slip op., at 14). Most obviously, the *Yard-Man* inferences erroneously "refused to apply general durational clauses to provisions governing retiree benefits." 574 U. S., at ___ (slip op., at 12). This refusal "distort[ed] the text of the agreement and conflict[ed] with the principle of contract law that the written agreement is presumed to encompass the whole

agreement of the parties." *Ibid.*

The *Yard-Man* inferences also incorrectly inferred lifetime vesting whenever "a contract is silent as to the duration of retiree benefits." 574 U. S., at ___ (slip op., at 14). The "traditional principle," *Tackett* explained, is that "'contractual obligations will cease, in the ordinary course, upon termination of the bargaining agreement.'" *Id.,* at ___ (slip op., at 13) (quoting *Litton Financial Printing Div., Litton Business Systems, Inc.* v. *NLRB*, 501 U. S. 190, 207 (1991)). "[C]ontracts that are silent as to their duration will ordinarily be treated not as 'operative in perpetuity' but as 'operative for a reasonable time.'" 574 U. S., at ___ (slip op., at 13) (quoting 3 A. Corbin, Corbin on Contracts §553, p. 216 (1960)). In fact, the Sixth Circuit had followed this principle in cases involving noncollectively bargained agreements, see *Sprague* v. *General Motors Corp.*, 133 F. 3d 388, 400 (1998) (en banc), which "only underscore[d] *Yard-Man*'s deviation from ordinary principles of contract law." *Tackett*, *supra*, at ___ (slip op., at 13).

As for the tying of retiree benefits to pensioner status, *Tackett* rejected this *Yard-Man* inference as "contrary to Congress' determination" in the Employee Retirement Income Security Act of 1974 (ERISA), 88 Stat. 891. 574 U. S., at ___ (slip op., at 11). The Sixth Circuit adopted this inference on the assumption that retiree health benefits are "'a form of delayed compensation or reward for past services,'" like a pension. *Id.,* at ___ (slip op., at 4) (quoting *Yard-Man*, *supra,* at 1482). But ERISA distinguishes between plans that "resul[t] in a deferral of income," §1002(2)(A)(ii), and plans that offer medical benefits, §1002(1)(A). See *Tackett*, 574 U. S., at ___ (slip op., at 11). *Tackett* thus concluded that this and the other "inferences applied in *Yard-Man* and its progeny" do not "represent ordinary principles of contract law." *Id.,* at ___ (slip op., at 10).

Per Curiam

B

Like *Tackett*, this case involves a dispute between retirees and their former employer about whether an expired collective-bargaining agreement created a vested right to lifetime health care benefits. In 1998, CNH Industrial N. V. and CNH Industrial America LLC (collectively, CNH) agreed to a collective-bargaining agreement. The 1998 agreement provided health care benefits under a group benefit plan to certain "[e]mployees who retire under the . . . Pension Plan." App. to Pet. for Cert. A–116. "All other coverages," such as life insurance, ceased upon retirement. *Ibid.* The group benefit plan was "made part of" the collective-bargaining agreement and "r[an] concurrently" with it. *Id.,* at A–114. The 1998 agreement contained a general durational clause stating that it would terminate in May 2004. *Id.,* at A–115. The agreement also stated that it "dispose[d] of any and all bargaining issues, whether or not presented during negotiations." *Ibid.*

When the 1998 agreement expired in 2004, a class of CNH retirees and surviving spouses (collectively, the retirees) filed this lawsuit, seeking a declaration that their health care benefits vested for life and an injunction preventing CNH from changing them. While their lawsuit was pending, this Court decided *Tackett*. Based on *Tackett*, the District Court initially awarded summary judgment to CNH. But after reconsideration, it awarded summary judgment to the retirees. 143 F. Supp. 3d 609 (ED Mich. 2015).

The Sixth Circuit affirmed in relevant part. 854 F. 3d, at 879. The court began by noting that the 1998 agreement was "silent" on whether health care benefits vested for life. *Id.,* at 882. Although the agreement contained a general durational clause, the Sixth Circuit found that clause inconclusive for two reasons. First, the 1998 agreement "carved out certain benefits" like life insurance

"and stated that those coverages ceased at a time different than other provisions." *Ibid.*; see App. to Pet. for Cert. A–116. Second, the 1998 agreement "tied" health care benefits to pension eligibility. 854 F. 3d, at 882; see App. to Pet. for Cert. A–116. These conditions rendered the 1998 agreement ambiguous, according to the Sixth Circuit, which allowed it to consult extrinsic evidence. 854 F. 3d, at 883. And that evidence supported lifetime vesting. *Ibid.* The Sixth Circuit acknowledged that these features of the agreement are the same ones it used to "infer vesting" under *Yard-Man*, but it concluded that nothing in *Tackett* precludes this kind of analysis: "There is surely a difference between finding ambiguity from silence and finding vesting from silence." 854 F. 3d, at 882.[1]

Judge Sutton dissented. See *id.,* at 887–893. He concluded that the 1998 agreement was unambiguous because "the company never promised to provide healthcare benefits for life, and the agreement contained a durational clause that limited *all* of the benefits." *Id.,* at 888. Judge Sutton noted that, in finding ambiguity, the panel majority relied on the same inferences that this Court proscribed in *Tackett*. See 854 F. 3d, at 890–891. But ambiguity, he explained, requires "two competing interpretations, both of which are fairly plausible," *id.,* at 890, and "[a] forbidden inference cannot generate a plausible reading," *id.,* at 891. The panel majority's contrary decision, Judge Sutton concluded, "abrad[ed] an inter-circuit split (and an intra-circuit split) that the Supreme Court just sutured shut." *Id.,* at 890.[2]

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[1] After accepting the retirees' reading of the 1998 agreement, the Sixth Circuit remanded for the District Court to reconsider the reasonableness of CNH's proposed modifications to the health care benefits. See 854 F. 3d 877, 884–887 (2017). CNH does not challenge that determination, and we express no view on it.

[2] By "intra-circuit split," Judge Sutton was referring to the Sixth Circuit's earlier decision in *Gallo* v. *Moen Inc.*, 813 F. 3d 265 (2016).

Per Curiam

II

The decision below does not comply with *Tackett's* direction to apply ordinary contract principles. True, one such principle is that, when a contract is ambiguous, courts can consult extrinsic evidence to determine the parties' intentions. See 574 U. S., at ___ (GINSBURG, J., concurring) (slip op., at 1) (citing 11 R. Lord, Williston on Contracts §30:7, pp. 116–124 (4th ed. 2012) (Williston)). But a contract is not ambiguous unless, "after applying established rules of interpretation, [it] remains reasonably susceptible to at least two reasonable but conflicting meanings." *Id.*, §30:4, at 53–54 (footnote omitted). Here, that means the 1998 agreement was not ambiguous unless it could reasonably be read as vesting health care benefits for life.

The Sixth Circuit read it that way only by employing the inferences that this Court rejected in *Tackett*. The Sixth Circuit did not point to any explicit terms, implied terms, or industry practice suggesting that the 1998 agreement vested health care benefits for life. Cf. 574 U. S., at ___ (GINSBURG, J., concurring) (slip op., at 2). Instead, it found ambiguity in the 1998 agreement by applying several of the *Yard-Man* inferences: It declined to apply the general durational clause to the health care benefits, and then it inferred vesting from the presence of specific ter-

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That decision concluded that a collective-bargaining agreement did not vest health care benefits for life, relying on the general durational clause and rejecting the same inferences that the Sixth Circuit invoked here. See *id.,* at 269–272. The conflict between these decisions, and others like them, has led one judge in the Sixth Circuit to declare that "[o]ur post-*Tackett* case law is a mess." *International Union, United Auto, Aerospace & Agricultural Implement Workers of Am.* v. *Kelsey-Hayes Co.*, 872 F. 3d 388, 390 (2017) (Griffin, J., dissenting from denial of rehearing en banc). To date, the en banc Sixth Circuit has been unwilling (or unable) to reconcile its precedents. See *ibid.* (Sutton, J., concurring in denial of rehearing en banc) (agreeing that this conflict "warrants en banc review" but voting against it because "there is a real possibility that we would not have nine votes for any one [approach]").

mination provisions for other benefits and the tying of health care benefits to pensioner status.

Tackett rejected those inferences precisely because they are not "established rules of interpretation," 11 Williston §30:4, at 53–54. The *Yard-Man* inferences "distort the text of the agreement," fail "to apply general durational clauses," erroneously presume lifetime vesting from silence, and contradict how "Congress specifically defined" key terms in ERISA. *Tackett*, 574 U. S., at ___–___ (slip op., at 11–14). *Tackett* thus rejected these inferences not because of the *consequences* that the Sixth Circuit attached to them—presuming vesting versus finding ambiguity—but because they are not a valid way to read a contract. They cannot be used to create a reasonable interpretation any more than they can be used to create a presumptive one.

Tellingly, no other Court of Appeals would find ambiguity in these circumstances. When a collective-bargaining agreement is merely silent on the question of vesting, other courts would conclude that it does *not* vest benefits for life.[3] Similarly, when an agreement does not specify a duration for health care benefits in particular, other courts would simply apply the general durational clause.[4] And other courts would not find ambiguity from the tying of retiree benefits to pensioner status.[5] The approach taken in these other decisions "only underscores" how the

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[3] See, *e.g., International Union, United Auto, Aerospace & Agricultural Implement Workers of Am.* v. *Skinner Engine Co.*, 188 F. 3d 130, 147 (CA3 1999); *Joyce* v. *Curtiss-Wright Corp.*, 171 F. 3d 130, 135 (CA2 1999); *Wise* v. *El Paso Natural Gas Co.*, 986 F. 2d 929, 938 (CA5 1993); *Senn* v. *United Dominion Industries, Inc.*, 951 F. 2d 806, 816 (CA7 1992).

[4] See, *e.g., Des Moines Mailers Union, Teamsters Local No. 358* v. *NLRB*, 381 F. 3d 767, 770 (CA8 2004); *Skinner Engine Co.*, 188 F. 3d, at 140–141.

[5] See, *e.g., id.,* at 141; *Joyce*, *supra*, at 134; *Anderson* v. *Alpha Portland Industries, Inc.*, 836 F. 2d 1512, 1517 (CA8 1988).

decision below "deviat[ed] from ordinary principles of contract law." *Tackett*, *supra*, at ___ (slip op., at 13).

Shorn of *Yard-Man* inferences, this case is straightforward. The 1998 agreement contained a general durational clause that applied to all benefits, unless the agreement specified otherwise. No provision specified that the health care benefits were subject to a different durational clause. The agreement stated that the health benefits plan "r[an] concurrently" with the collective-bargaining agreement, tying the health care benefits to the duration of the rest of the agreement. App. to Pet. for Cert. A–114. If the parties meant to vest health care benefits for life, they easily could have said so in the text. But they did not. And they specified that their agreement "dispose[d] of any and all bargaining issues" between them. *Id.,* at A–115. Thus, the only reasonable interpretation of the 1998 agreement is that the health care benefits expired when the collective-bargaining agreement expired in May 2004. "When the intent of the parties is unambiguously expressed in the contract, that expression controls, and the court's inquiry should proceed no further." *Tackett*, *supra*, at ___ (GINSBURG, J., concurring) (slip op., at 1) (citing 11 Williston §30:6, at 98–104).

* * *

Because the decision below is not consistent with *Tackett*, the petition for a writ of certiorari and the motions for leave to file briefs *amici curiae* are granted. We reverse the judgment of the Court of Appeals and remand the case for further proceedings consistent with this opinion.

It is so ordered.

SUPREME COURT OF THE UNITED STATES

JEFF SILVESTER, ET AL. *v.* XAVIER BECERRA, ATTORNEY GENERAL OF CALIFORNIA

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 17–342. Decided February 20, 2018

The petition for a writ of certiorari is denied.

JUSTICE THOMAS, dissenting from the denial of certiorari.

The Second Amendment protects "the right of the people to keep and bear Arms," and the Fourteenth Amendment requires the States to respect that right, *McDonald* v. *Chicago*, 561 U. S. 742, 749–750 (2010) (plurality opinion); *id.*, at 805 (THOMAS, J., concurring in part and concurring in judgment). Because the right to keep and bear arms is enumerated in the Constitution, courts cannot subject laws that burden it to mere rational-basis review. *District of Columbia* v. *Heller*, 554 U. S. 570, 628, n. 27 (2008).

But the decision below did just that. Purporting to apply intermediate scrutiny, the Court of Appeals upheld California's 10-day waiting period for firearms based solely on its own "common sense." *Silvester* v. *Harris*, 843 F. 3d 816, 828 (CA9 2016). It did so without requiring California to submit relevant evidence, without addressing petitioners' arguments to the contrary, and without acknowledging the District Court's factual findings. This deferential analysis was indistinguishable from rational-basis review. And it is symptomatic of the lower courts' general failure to afford the Second Amendment the respect due an enumerated constitutional right.

If a lower court treated another right so cavalierly, I have little doubt that this Court would intervene. But as evidenced by our continued inaction in this area, the Second Amendment is a disfavored right in this Court.

Because I do not believe we should be in the business of choosing which constitutional rights are "*really worth* insisting upon," *Heller*, *supra*, at 634, I would have granted certiorari in this case.

I

When the average person wants to buy a firearm in California, he must wait 10 days before the seller can give it to him. Cal. Penal Code Ann. §§26815 (West 2012), 27540 (West Cum. Supp. 2018). This 10-day waiting period applies to all types of firearms. But it has exceptions for certain purchasers, including peace officers, §26950 (West 2012), and special permit holders, §26965.

California's waiting period is the second longest in the country. Besides California, only eight States and the District of Columbia have any kind of waiting period. Four of those jurisdictions have waiting periods for all firearms.[1] The other five have waiting periods for only certain types of firearms.[2] Previous versions of California's waiting period likewise were limited to handguns.[3]

California enacted its current waiting period for two reasons. First, the waiting period gives state authorities time to run a background check. In addition to the back-

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[1] See Haw. Rev. Stat. Ann. §134–2(e) (2016 Cum. Supp.) (14 days); Ill. Comp. Stat., ch. 720, §5/24–3(A)(g) (West 2016) (3 days for handguns, 1 day for long guns); R. I. Gen. Laws §§11–47–35(a)(1) (2016 Supp.), 11–47–35.1 (2012), 11–47–35.2 (7 days); D. C. Code Ann. §22–4508 (Cum. Supp. 2017) (10 days).

[2] See Fla. Stat. §790.0655 (2017) (3 days for handguns); Iowa Code Ann. §724.20 (West Cum. Supp. 2017) (3 days for handguns); Md. Pub. Saf. Code Ann. §§5–123 (2011), 5–124, 5–101(r) (Supp. 2017) (7 days for handguns and "assault weapons"); Minn. Stat. §624.7132 (2016) (5 business days for handguns and "semiautomatic military-style assault weapon[s]"); N. J. Stat. Ann. §2C:58–2(a)(5)(a) (West 2016) (7 days for handguns).

[3] See 1975 Cal. Stats. ch. 997 (15 days); 1965 Cal. Stats. ch. 1007 (5 days); 1955 Cal. Stats. chs. 1521–1522 (3 days); 1923 Cal. Stats. ch. 339, §10 (1 day).

ground check required by federal law, 18 U. S. C. §922(t), California requires its own background check, searching at least six databases to confirm a purchaser's identity, gun ownership, legal history, and mental health. One of those databases, the Automated Firearms System (AFS), collects reports to help determine who possesses a given gun at a given time. Second, California's waiting period creates a "cooling off" period. The 10-day window gives individuals who might use a firearm to harm themselves or others an opportunity to calm down.

Petitioners Jeff Silvester and Brandon Combs are lawful gun owners who live in California. They, along with two nonprofits, filed a lawsuit challenging the constitutionality of California's waiting period under the Second Amendment. Specifically, petitioners allege that the waiting period is unconstitutional as applied to "subsequent purchasers"—individuals who already own a firearm according to California's AFS database and individuals who have a valid concealed-carry license.

A

After a 3-day bench trial, the District Court entered judgment for petitioners. *Silvester* v. *Harris*, 41 F. Supp. 3d 927, 934–935 (ED Cal. 2014). Applying intermediate scrutiny, the District Court concluded that California's waiting period was not reasonably tailored to promote an important governmental interest. Regarding background checks, the District Court found that 20 percent of background checks are auto-approved and take less than two hours to complete. *Id.,* at 964. The other 80 percent take longer, *id.,* at 954, but petitioners did not challenge the background checks or the time it takes to complete them. *Id.,* at 968, and n. 38.

That left the cooling-off period. After reviewing California's studies on the relationship between waiting periods and gun casualties, the District Court found them incon-

clusive. See *id.,* at 954–955. The District Court also noted that the studies "seem to assume that the individual does not already possess a firearm." *Id.*, at 966. California submitted "no evidence" about subsequent purchasers, which was significant because a waiting period "will not deter an individual from committing impulsive acts of violence with a separate firearm that is already in his or her possession." *Id.,* at 965–966. Even if some cooling-off period is necessary, California made no "attempt to defend a 10-day waiting period," and the background-check process will "naturally" create "a waiting period of at least 1-day" for 80 percent of purchasers. *Ibid.* The District Court also found that individuals who meet California's requirements for a concealed-carry license are uniquely "unlikely" to "engage in impulsive acts of violence." *Id.,* at 969.

California argued that a waiting period could still work for subsequent purchasers in some circumstances, but the District Court rejected this argument as overly speculative. While a subsequent purchaser's firearm could be lost, stolen, or broken, California submitted "no evidence . . . to quantify" how often this occurs. *Id.,* at 966. And state authorities could always check the AFS database to determine whether a subsequent purchaser still had a firearm—a reliable method that law enforcement officers use in the field. *Id.,* at 966–967. Further, California did not prove that waiting periods deter subsequent purchasers who want to buy a larger capacity gun. California's expert identified only one anecdotal example of a subsequent purchaser who had committed an act of gun violence, and the expert conceded that a waiting period would not have deterred that individual. *Id.,* at 966, n. 35.

B

The Court of Appeals for the Ninth Circuit reversed. 843 F. 3d, at 829. The Ninth Circuit spent most of its

opinion summarizing the background of this litigation, circuit precedent on the Second Amendment, and this Court's decision in *Heller* (including the dissent). See 843 F. 3d, at 819–826. The Ninth Circuit then concluded that "the test for intermediate scrutiny from First Amendment cases" applies to California's waiting period. *Id.,* at 821; see *id.,* at 826–827. Stressing that this test is "not a strict one," the Ninth Circuit held that California's law prevents gun violence by creating a cooling-off period. *Id.,* at 827. Although California's studies did not isolate the effect of waiting periods on subsequent purchasers, those studies "confirm the common sense understanding" that cooling-off periods deter violence and self-harm—an understanding that "is no less true" for subsequent purchasers. *Id.,* at 828.

The assumption that subsequent purchasers would just use the gun they already own was "not warranted," the Ninth Circuit concluded. *Ibid.* While it assumed that the AFS database would accurately report whether a subsequent purchaser still owns a gun, *id.,* at 826, the Ninth Circuit noted that a subsequent purchaser "may want to purchase a larger capacity weapon that will do more damage when fired into a crowd," *id.,* at 828. That possibility was enough for the Ninth Circuit to uphold California's waiting period, since intermediate scrutiny requires "only that the regulation 'promot[e] a substantial government interest that would be achieved less effectively absent the regulation.'" *Id.,* at 829.

II

The Second Amendment guarantees "a personal right to keep and bear arms for lawful purposes." *McDonald*, 561 U. S., at 780 (plurality opinion). This Court has not definitively resolved the standard for evaluating Second Amendment claims. *Heller* did not need to resolve it because the law there failed "any of the standards of scru-

tiny that we have applied to enumerated constitutional rights." 554 U. S., at 628. After *Heller*, the Courts of Appeals generally evaluate Second Amendment claims under intermediate scrutiny. See Miller, Text, History, and Tradition: What the Seventh Amendment Can Teach Us About the Second, 122 Yale L. J. 852, 867 (2013). Several jurists disagree with this approach, suggesting that courts should instead ask whether the challenged law complies with the text, history, and tradition of the Second Amendment. See, *e.g., Tyler* v. *Hillsdale County Sheriff's Dept.*, 837 F. 3d 678, 702–703 (CA6 2016) (en banc) (Batchelder, J., concurring in most of judgment); *Houston* v. *New Orleans*, 675 F. 3d 441, 451–452 (Elrod, J., dissenting), opinion withdrawn and superseded on reh'g, 682 F. 3d 361 (CA5 2012) (*per curiam*); *Heller* v. *District of Columbia*, 670 F. 3d 1244, 1271 (CADC 2011) (Kavanaugh, J., dissenting).[4]

Although *Heller* did not definitively resolve the standard for evaluating Second Amendment claims, it rejected two proposed standards. The Court first rejected a "freestanding 'interest-balancing' approach," which would have weighed a law's burdens on Second Amendment rights against the governmental interests it promotes. 554 U. S., at 634. "The very enumeration of the [Second Amendment] right," *Heller* explained, eliminates courts' power "to decide on a case-by-case basis whether the right is *really worth* insisting upon." *Ibid.* The Court also rejected "rational-basis scrutiny." *Id.,* at 628, n. 27. *Heller* found it "[o]bviou[s]" that rational-basis review "could not be used to evaluate the extent to which a legislature may regulate a specific, enumerated right." *Ibid.* Otherwise, the Second Amendment "would be redundant with the separate con-

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[4]I, too, have questioned this Court's tiers-of-scrutiny jurisprudence. See *Whole Woman's Health* v. *Hellerstedt*, 579 U. S. ___, ___–___ (2016) (dissenting opinion) (slip op., at 11–16).

stitutional prohibitions on irrational laws, and would have no effect." *Ibid.*

Rational-basis review is meaningfully different from other standards for evaluating constitutional rights, including the intermediate-scrutiny standard that the Ninth Circuit invoked here. While rational-basis review allows the government to justify a law with "rational speculation unsupported by evidence or empirical data," *FCC* v. *Beach Communications, Inc.*, 508 U. S. 307, 315 (1993), intermediate scrutiny requires the government to "demonstrate that the harms it recites are real" beyond "mere speculation or conjecture," *Edenfield* v. *Fane*, 507 U. S. 761, 770–771 (1993). And while rational-basis review requires only that a law be "rational . . . at a class-based level," *Kimel* v. *Florida Bd. of Regents*, 528 U. S. 62, 86 (2000), intermediate scrutiny requires a "'reasonable fit'" between the law's ends and means, *Cincinnati* v. *Discovery Network, Inc.*, 507 U. S. 410, 416 (1993).

The Ninth Circuit claimed to be applying intermediate scrutiny, but its analysis did not resemble anything approaching that standard. It allowed California to prove a governmental interest with speculation instead of evidence. It did not meaningfully assess whether the 10-day waiting period is reasonably tailored to California's purported interest. And it did not defer to the factual findings that the District Court made after trial. The Ninth Circuit would not have done this for any other constitutional right, and it could not have done this unless it was applying rational-basis review.

A

The Ninth Circuit allowed California to justify its waiting period with mere "rational speculation unsupported by evidence or empirical data," *Beach Communications*, *supra*, at 315. The court rejected petitioners' as-applied challenge based solely on its "common sense understand-

ing" that the studies about cooling-off periods apply to subsequent purchasers. 843 F. 3d, at 828. To be sure, a law can satisfy heightened scrutiny based on "[a] long history, a substantial consensus, and simple common sense." *Burson* v. *Freeman*, 504 U. S. 191, 211 (1992) (plurality opinion). But not one of those bases was present here. The District Court found that waiting periods do not have a long historical pedigree. 41 F. Supp. 3d, at 963. It found no consensus among States that waiting periods are needed and no consensus among experts that they deter gun violence. *Id.,* at 954–955, 963. And even assuming the effectiveness of cooling-off periods is a question of "common sense," instead of statistics, the Ninth Circuit's reasoning was the opposite of common sense. Common sense suggests that subsequent purchasers contemplating violence or self-harm would use the gun they already own, instead of taking all the steps to legally buy a new one in California.[5]

The Ninth Circuit's only response to this point was that a subsequent purchaser might want a "larger capacity weapon that will do more damage when fired into a crowd." 843 F. 3d, at 828. But California presented no evidence to substantiate this concern. According to the District Court, California's expert identified one anecdotal example of a subsequent purchaser who committed an act of gun violence, but then conceded that a waiting period would have done nothing to deter that individual. 41 F. Supp. 3d, at 966, n. 35. And the Ninth Circuit did not

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[5] In fact, the Ninth Circuit's "common sense" conclusion was a logical fallacy. Studies suggesting that waiting periods decrease firearm casualties for *all* purchasers do not suggest that waiting periods decrease firearm casualties for *subsequent* purchasers; the observed decrease could be attributable solely to first-time purchasers. By assuming that a conclusion about the whole applies to each of its parts, the Ninth Circuit committed the "fallacy of division." See P. Hurley, A Concise Introduction to Logic 170–172 (6th ed. 1997).

even address the District Court's finding that individuals who satisfy the requirements for a concealed-carry license are uniquely unlikely to engage in such behavior. *Id.,* at 969. Needless to say, a State that offers "*no* evidence or anecdotes in support of [a] restriction" should not prevail under intermediate scrutiny. *Florida Bar* v. *Went For It, Inc.*, 515 U. S. 618, 628 (1995).

B

Even if California had presented more than "speculation or conjecture" to substantiate its concern about high-capacity weapons, *Edenfield, supra*, at 770, the Ninth Circuit did not explain why the 10-day waiting period is "sufficiently tailored to [this] goal," *Rubin* v. *Coors Brewing Co.*, 514 U. S. 476, 490 (1995). And there are many reasons to doubt that it is. California's waiting period is not limited to high-capacity weapons. Cf. *Discovery Network*, *supra*, at 417, n. 13 (courts should evaluate "less-burdensome alternatives" under intermediate scrutiny). And its waiting period already has exceptions for peace officers and special permit holders—individuals who, like subsequent purchasers, have a demonstrated history of responsible firearm ownership. Cf. *Greater New Orleans Broadcasting Assn., Inc.* v. *United States*, 527 U. S. 173, 190 (1999) (courts should evaluate "exemptions and inconsistencies" under intermediate scrutiny). The District Court also found that California presented no evidence supporting a 10-day waiting period. 41 F. Supp. 3d, at 966. For much of its history, California's waiting period was shorter and applied only to handguns. *Id.,* at 963. And the District Court found that a 1-day waiting period is inevitable for most purchasers because their background checks are not autoapproved. *Id.,* at 965–966.

The Ninth Circuit did not address these obvious mismatches between the ends and means of California's waiting period. It instead dismissed any tailoring concerns by

observing that intermediate scrutiny requires "only that the regulation 'promote a substantial government interest that would be achieved less effectively absent the regulation.'" 843 F. 3d, at 829.[6] But that observation was incomplete. Intermediate scrutiny also requires that a law not "burden substantially more [protected activity] than is necessary to further [the government's] interest." *Turner Broadcasting System, Inc.* v. *FCC*, 520 U. S. 180, 214 (1997) (internal quotation marks omitted). The Ninth Circuit did not ask this second question—a question that is, of course, irrelevant to a court applying rational-basis review, see *Kimel*, 528 U. S., at 85–86.

C

Lastly, the Ninth Circuit ignored several ordinary principles of appellate review. While rational-basis review "is not subject to courtroom factfinding," *Beach Communications*, 508 U. S., at 315, intermediate scrutiny is. And here, the District Court presided over a 3-day trial and made several findings of fact. The Ninth Circuit was supposed to review those findings for clear error. See Fed. Rule Civ. Proc. 52(a)(6). Yet the Ninth Circuit barely mentioned them. And it never explained why it had the "definite and firm conviction" that they were wrong. *United States* v. *United States Gypsum Co.*, 333 U. S. 364, 395 (1948).

California contends that the District Court did not make the kind of "historical or adjudicative" findings that warrant deference. Brief in Opposition 9. But the Federal Rules do not "exclude certain categories of factual findings from the obligation of a court of appeals to accept a district

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[6]The Ninth Circuit also cited its decision in *Jackson* v. *City and County of San Francisco*, 746 F. 3d 953 (2014)—another case where it applied an overly lenient standard to reject a Second Amendment claim, see 576 U. S. ___ (2015) (THOMAS, J., dissenting from denial of certiorari).

court's findings unless clearly erroneous." *Pullman-Standard* v. *Swint*, 456 U. S. 273, 287 (1982). A court of appeals must defer to a district court's factual findings, even when the findings "do not rest on credibility determinations, but are based instead on physical or documentary evidence." *Anderson* v. *Bessemer City*, 470 U. S. 564, 574 (1985). In fact, deference is "[p]articularly" appropriate when the issues require familiarity with "principles not usually contained in the general storehouse of knowledge and experience." *Graver Tank & Mfg. Co.* v. *Linde Air Products Co.*, 339 U. S. 605, 610 (1950). And "no broader review is authorized here simply because this is a constitutional case, or because the factual findings at issue may determine the outcome of the case." *Maine* v. *Taylor*, 477 U. S. 131, 145 (1986).

III

The Ninth Circuit's deviation from ordinary principles of law is unfortunate, though not surprising. Its dismissive treatment of petitioners' challenge is emblematic of a larger trend. As I have previously explained, the lower courts are resisting this Court's decisions in *Heller* and *McDonald* and are failing to protect the Second Amendment to the same extent that they protect other constitutional rights. See *Friedman* v. *Highland Park*, 577 U. S. ___, ___ (2015) (THOMAS, J., dissenting from denial of certiorari) (slip op., at 1); *Jackson* v. *City and County of San Francisco*, 576 U. S. ___, ___ (2015) (THOMAS, J., dissenting from denial of certiorari) (slip op., at 1).

This double standard is apparent from other cases where the Ninth Circuit applies heightened scrutiny. The Ninth Circuit invalidated an Arizona law, for example, partly because it "delayed" women seeking an abortion. *Planned Parenthood Arizona, Inc.* v. *Humble*, 753 F. 3d 905, 917 (2014). The court found it important there, but not here, that the State "presented no evidence whatso-

ever that the law furthers [its] interest" and "no evidence that [its alleged danger] exists or has ever [occurred]." *Id.,* at 914–915. Similarly, the Ninth Circuit struck down a county's 5-day waiting period for nude-dancing licenses because it "unreasonably prevent[ed] a dancer from exercising first amendment rights while an application [was] pending." *Kev, Inc.* v. *Kitsap County*, 793 F. 2d 1053, 1060 (1986). The Ninth Circuit found it dispositive there, but not here, that the county "failed to demonstrate a need for [the] five-day delay period." *Ibid.* In another case, the Ninth Circuit held that laws embracing traditional marriage failed heightened scrutiny because the States presented "no evidence" other than "speculation and conclusory assertions" to support them. *Latta* v. *Otter*, 771 F. 3d 456, 476 (2014). While those laws reflected the wisdom of "thousands of years of human history in every society known to have populated the planet," *Obergefell* v. *Hodges*, 576 U. S. ___, ___ (2015) (ROBERTS, C. J., dissenting) (slip op., at 25), they faced a much tougher time in the Ninth Circuit than California's new and unusual waiting period for firearms. In the Ninth Circuit, it seems, rights that have no basis in the Constitution receive greater protection than the Second Amendment, which is enumerated in the text.

Our continued refusal to hear Second Amendment cases only enables this kind of defiance. We have not heard argument in a Second Amendment case for nearly eight years. *Peruta* v. *California*, 582 U. S. ___, ___ (2017) (THOMAS, J., dissenting from denial of certiorari) (slip op., at 7). And we have not clarified the standard for assessing Second Amendment claims for almost 10. Meanwhile, in this Term alone, we have granted review in at least five cases involving the First Amendment and four cases involving the Fourth Amendment—even though our jurisprudence is much more developed for those rights.

If this case involved one of the Court's more favored

rights, I sincerely doubt we would have denied certiorari. I suspect that four Members of this Court would vote to review a 10-day waiting period for abortions, notwithstanding a State's purported interest in creating a "cooling off" period. Cf. *Akron Center for Reproductive Health, Inc.* v. *Akron*, 651 F. 2d 1198, 1208 (CA6 1981) (invalidating a 24-hour waiting period for abortions that was meant to create a "'cooling off period'"), aff'd in relevant part, 462 U. S. 416, 450 (1983); *Planned Parenthood of Southeastern Pa.* v. *Casey*, 505 U. S. 833, 887 (1992) (joint opinion of O'Connor, KENNEDY, and Souter, JJ.) (disavowing *Akron* but upholding a 24-hour waiting period only "on the record before us, and in the context of this facial challenge"). I also suspect that four Members of this Court would vote to review a 10-day waiting period on the publication of racist speech, notwithstanding a State's purported interest in giving the speaker time to calm down. Cf. *Forsyth County* v. *Nationalist Movement*, 505 U. S. 123 (1992) (holding that the First Amendment forbids a county from charging even a small permitting fee to offset the costs of providing security for a white-nationalist rally); *Virginia* v. *Black*, 538 U. S. 343 (2003) (holding that the First Amendment protects the burning of a 25-foot cross at a Ku Klux Klan rally); *Brandenburg* v. *Ohio*, 395 U. S. 444, 446, n. 1 (1969) (*per curiam*) (holding that the First Amendment protects a film featuring Klan members wielding firearms, burning a cross, and chanting "'Bury the niggers'"). Similarly, four Members of this Court would vote to review even a 10-*minute* delay of a traffic stop. Cf. *Rodriguez* v. *United States*, 575 U. S. ___ (2015) (holding that the Fourth Amendment prohibits the police from delaying a traffic stop seven or eight minutes to conduct a dog sniff). The Court would take these cases because abortion, speech, and the Fourth Amendment are three of its favored rights. The right to keep and bear arms is apparently this Court's constitutional orphan. And the lower courts seem to have

gotten the message.

* * *

Nearly eight years ago, this Court declared that the Second Amendment is not a "second-class right, subject to an entirely different body of rules than the other Bill of Rights guarantees." *McDonald*, 561 U. S., at 780 (plurality opinion). By refusing to review decisions like the one below, we undermine that declaration. Because I still believe that the Second Amendment cannot be "singled out for special—and specially unfavorable—treatment," *id.*, at 778–779 (majority opinion), I respectfully dissent from the denial of certiorari.

Judgment

SUPREME COURT OF THE UNITED STATES

STATE OF MONTANA *v.* STATE OF WYOMING AND STATE OF NORTH DAKOTA

ON BILL OF COMPLAINT

No. 137, Orig. Decided February 20, 2018

The Report of the Special Master is received and ordered filed. The proposed judgment and decree are entered:

JUDGMENT

Judgment is awarded against the State of Wyoming and in favor of the State of Montana for violations of the Yellowstone River Compact resulting from Wyoming's reduction of the volume of water available in the Tongue River at the Stateline between Wyoming and Montana by 1300 acre feet in 2004 and 56 acre feet in 2006. Judgment is awarded in the amount of $20,340, together with prejudgment and post-judgment interest of seven percent (7%) per annum from the year of each violation until paid. Costs are awarded to Montana in the amount of $67,270.87.

Wyoming shall pay these damages, interest, and costs in full not later than 90 days from the date of entry of this Judgment. Wyoming shall make its payment into an account specified by Montana to be used for improvements to the Tongue River Reservoir or related facilities in Montana. Montana may distribute these funds to a state agency or program, a political subdivision of the State, a nonprofit corporation, association, and/or a charitable organization at the sole discretion of the Montana Attorney General in accordance with the laws of the State of Montana, with the express condition that the funds be used for improvements to the Tongue River Reservoir or related facilities in Montana.

Except as herein provided, all claims in Montana's Bill of Complaint are denied and dismissed with prejudice.

DECREE

A. General Provisions

1. Article V(A) of the Yellowstone River Compact (Compact) protects pre-1950 appropriative rights to the beneficial uses of water of the Yellowstone River System in Montana from diversions and withdrawals of surface water and groundwater in Wyoming, whether for direct use or storage, that are not made pursuant to appropriative rights in Wyoming existing as of January 1, 1950.

2. Article V of the Compact, including the protections of Article V(A), applies to all surface waters tributary to the Tongue and Powder Rivers (with the exception of the explicit exclusions set out in Article V(E) of the Compact).

3. Article V(A) of the Compact does not guarantee Montana a fixed quantity or flow of water, nor does it limit Wyoming to the net volume of water actually consumed in Wyoming prior to January 1, 1950.

4. Article V(A) of the Compact protects pre-1950 appropriative rights only to the extent they are for "beneficial uses," as defined in Article II(H) of the Compact, and are otherwise consistent with the doctrine of appropriation. In particular, pre-1950 rights are not protected to the extent they are wasteful under the doctrine of appropriation.

5. Except as otherwise expressly provided in this Decree or the Compact, the laws of Montana and Wyoming (including rules for reservoir accounting) govern the administration and management of each State's respective water rights in the implementation of Article V(A) of the Compact.

B. Calls

1. To protect pre-1950 appropriative rights under Article V(A) of the Compact, Montana must place a call. Wyoming is not liable for flow or storage impacts that take

place when a call is not in effect.

2. Subject to paragraph B(3), Montana may place a call on the Tongue River whenever (a) a pre-1950 direct flow right in Montana is not receiving the water to which it is entitled, or (b) Montana reasonably believes, based on substantial evidence, that the Tongue River Reservoir might not fill before the end of the water year.

3. Montana cannot place a call under Article V(A) when it can remedy shortages of pre-1950 appropriators in Montana through purely intrastate means that do not prejudice Montana's other rights under the Compact.

4. A call need not take any particular form, use any specific language, or be delivered by or to any particular official, but should be sufficient to place Wyoming on clear notice that Montana needs additional water to satisfy its pre-1950 appropriative rights.

5. A call is effective upon receipt by Wyoming and continues in effect until Montana notifies Wyoming that Montana is lifting the call.

6. Montana shall promptly notify Wyoming that it is lifting a call when (a) pre-1950 direct flow rights in Montana are receiving the water to which they are entitled, and (b) Montana reasonably believes, based on substantial evidence, that the Tongue River Reservoir will fill before the end of the water year. Montana may place a new call at a later date if the conditions of paragraph B(2) are again met.

7. Upon receiving a call, Wyoming shall promptly initiate action to ensure, to the degree physically possible, that only pre-1950 appropriators in Wyoming are diverting or storing surface water and only to the degree permitted by their appropriative rights and this Decree. Wyoming also shall promptly initiate any action needed to ensure, to the degree physically possible, that any groundwater withdrawals under post-January 1, 1950 appropriative rights are not interfering with the continued enjoyment of

pre-1950 surface rights in Montana. Wyoming shall be liable for diversions, storage, or withdrawals in violation of Article V(A) of the Compact even if it was not physically possible for Wyoming to prevent the diversions, storage, or withdrawals during a call (including depletions caused by groundwater withdrawals occurring before the call). Where it is initially not physically possible to prevent the storage of water in violation of Article V(A), Wyoming shall deliver such water to Montana as soon as it is physically possible to do so after a request from Montana.

C. Pre-1950 Appropriative Rights

1. The Compact assigns the same seniority level to all pre-1950 water users in Montana and Wyoming. Except as otherwise provided in this Decree, the exercise of pre-1950 appropriative rights in Wyoming does not violate the Compact rights of pre-1950 appropriative rights in Montana.

2. Article V(A) does not prohibit Montana or Wyoming from allowing a pre-1950 appropriator to conserve water through the adoption of improved irrigation techniques and then use that water to irrigate the lands to which the specific pre-1950 appropriative right attaches, even when the increased consumption interferes with pre-1950 uses in Montana. Article V(A) protects pre-1950 appropriators in Montana from the use of such conserved water in Wyoming on new lands or for new purposes. Such uses fall within Article V(B) of the Compact and cannot interfere with pre-1950 appropriative rights in Montana.

3. Pre-1950 appropriators in Montana and Wyoming may change their place of use, type of use, and point of diversion pursuant to applicable state law, so long as any such changes do not injure appropriators in the other States as evaluated at the time of the change.

D. Wyoming Storage Reservoirs

1. Post-January 1, 1950 appropriators in Wyoming may

not store water when Montana has issued a call, except as provided in paragraph B(7) of this Decree. Post-January 1, 1950 appropriators in Wyoming may store water during periods when a call is not in effect.

2. Water stored under post-January 1, 1950 appropriative rights in Wyoming when a call is not in effect has been legally stored under the Compact and can be subsequently used at any time, including when pre-1950 appropriative rights in Montana are unsatisfied. The Compact does not require Wyoming to release such water to Montana in response to a call.

E. Tongue River Reservoir

1. Article V(A) protects Montana's right to store each water year (October 1 to September 30) up to, but not more than, 72,500 acre feet of water in the Tongue River Reservoir, less carryover storage in excess of 6,571 acre feet. If the Tongue River Reservoir begins the water year on October 1 with over 6,571 acre feet of carryover water, Article V(A) protects Montana's right to fill the Tongue River Reservoir to its current capacity of 79,071 acre feet.

2. Montana must avoid wasting water in its operation of the Tongue River Reservoir by not permitting outflows during winter months that are not dictated by good engineering practices. Any wasteful outflows reduce the amount of water storage protected under Article V(A) for that water year by an equal volume.

3. The reasonable range for winter outflows from the Tongue River Reservoir is 75 to 175 cubic feet per second. The appropriate outflow at any particular point of time varies within this range and depends on the specific conditions, including, but not limited to, the needs of downstream appropriative water rights and risks such as ice jams and flooding. Montana enjoys significant discretion in setting the appropriate outflow within this range and in other reservoir operations.

F. General Reservoir Rules

1. Article V(A) of the Compact does not protect water stored exclusively for non-depletive purposes, such as hydroelectric generation and fish protection.

2. Montana and Wyoming must operate and regulate reservoirs on the Tongue River and its tributaries in a fashion that is generally consistent with the appropriation laws and rules that govern similar reservoirs elsewhere in each respective State.

G. Exchange of Information

1. Within 30 days of the entry of this Decree, Montana and Wyoming each shall provide the other State with a list of its current surface water rights in the Tongue River basin, including information on which rights are pre-1950 and which are post-January 1, 1950. Montana and Wyoming thereafter will annually inform the other State of any changes in these water rights, unless such information is publicly and readily available to the other State.

2. If requested, Montana and Wyoming also shall provide the other State annually with any data available in the ordinary course of water administration that shows the location and amount of groundwater pumping in the Tongue River and Powder River basins, except where the groundwater is used exclusively for domestic or stock water uses as defined in Article II of the Compact.

3. Montana and Wyoming shall exchange information, as reasonable and appropriate, relevant to the effective implementation of Article V(A) of the Compact. In particular, Wyoming in response to a call shall notify Montana of the actions that it intends to take and has taken in response to the call, and when requested, provide Montana with reasonable assurances and documentation of these actions. In making a call, Montana in turn will notify Wyoming of any intrastate actions it has taken to remedy shortages of pre-1950 appropriators, and when

requested, provide Wyoming with reasonable assurances and documentation of these actions.

4. The Yellowstone River Compact Commission remains free to modify or supplement the terms of the provisions of paragraph G of this Decree pursuant to its authority under the Compact.

H. Rights of the Northern Cheyenne Tribe

Nothing in this Decree addresses or determines the water rights of any Indian Tribe or Indian reservation or the status of such rights under the Yellowstone River Compact.

I. Retention of Jurisdiction

Any of the parties may apply at the foot of this Decree for its amendment or for further relief. The Court retains jurisdiction to entertain such further proceedings, enter such orders, and issue such writs as it may from time to time deem necessary or desirable to give proper force and effect to this Decree.