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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

MURPHY *v.* SMITH ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

No. 16–1067. Argued December 6, 2017—Decided February 21, 2018

Petitioner Charles Murphy was awarded a judgment in his federal civil rights suit against two of his prison guards, including an award of attorney's fees. Pursuant to 42 U. S. C. §1997e(d)(2), which provides that in such cases "a portion of the [prisoner's] judgment (not to exceed 25 percent) shall be applied to satisfy the amount of attorney's fees awarded against the defendant," the district court ordered Mr. Murphy to pay 10% of his judgment toward the fee award, leaving defendants responsible for the remainder. The Seventh Circuit reversed, holding that §1997e(d)(2) required the district court to exhaust 25% of the prisoner's judgment before demanding payment from the defendants.

Held: In cases governed by §1997e(d), district courts must apply as much of the judgment as necessary, up to 25%, to satisfy an award of attorney's fees. The specific statutory language supports the Seventh Circuit's interpretation. First, the mandatory phrase "shall be applied" suggests that the district court has some nondiscretionary duty to perform. Second, the infinitival phrase "to satisfy the amount of attorney's fees awarded" specifies the purpose or aim of the preceding verb's nondiscretionary duty. Third, "to satisfy" an obligation, especially a financial obligation, usually means to discharge the obligation in full. Together, these three clues suggest that a district court (1) *must* act (2) with the *purpose* of (3) *fully discharging* the fee award. And the district court must use as much of the judgment as necessary to satisfy the fee award without exceeding the 25% cap. Contrary to Mr. Murphy's suggestion, the district court does not have wide discretion to pick any "portion" that does not exceed the 25% cap. The larger statutory scheme supports the Seventh Circuit's interpretation. The previously governing provision, 42 U. S. C.

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§1988(b), granted district courts discretion to award fees in unambiguous terms. It is doubtful that Congress, had it wished to confer the same sort of discretion in §1997e(d), would have bothered to write a new law for prisoner civil rights suits alone; omit all of the words that afforded discretion in the old law; and then replace those old discretionary words with new mandatory ones. This conclusion is reinforced by §1997e(d)'s surrounding provisions, which like paragraph (2), also limit the district court's pre-existing discretion under §1988(b). See, *e.g.*, §§1997e(d)(1)(A) and (B)(ii). The discretion urged by Mr. Murphy is exactly the sort of unguided and freewheeling choice that this Court has sought to expunge from practice under §1988. And his suggested cure for rudderless discretion—to have district courts apportion fees in proportion to the defendant's culpability—has no basis in the statutory text or roots in the law. Pp. 2–9.

844 F. 3d 653, affirmed.

GORSUCH, J., delivered the opinion of the Court, in which ROBERTS, C. J., and KENNEDY, THOMAS, and ALITO, JJ., joined. SOTOMAYOR, J., filed a dissenting opinion, in which GINSBURG, BREYER, and KAGAN, JJ., joined.

SUPREME COURT OF THE UNITED STATES

No. 16–1067

CHARLES MURPHY, PETITIONER *v.*
ROBERT SMITH, ET AL.

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

[February 21, 2018]

JUSTICE GORSUCH delivered the opinion of the Court.

This is a case about how much prevailing prisoners must pay their lawyers. When a prisoner wins a civil rights suit and the district court awards fees to the prisoner's attorney, a federal statute says that "a portion of the [prisoner's] judgment (not to exceed 25 percent) shall be applied to satisfy the amount of attorney's fees awarded against the defendant. If the award of attorney's fees is not greater than 150 percent of the judgment, the excess shall be paid by the defendant." 42 U. S. C. §1997e(d)(2). Whatever else you might make of this, the first sentence pretty clearly tells us that the prisoner has to pay some part of the attorney's fee award before financial responsibility shifts to the defendant. But how much is enough? Does the first sentence allow the district court discretion to take *any* amount it wishes from the plaintiff's judgment to pay the attorney, from 25% down to a penny? Or does the first sentence instead mean that the court must pay the attorney's entire fee award from the plaintiff's judgment until it reaches the 25% cap and only then turn to the defendant?

The facts of our case illustrate the problem we face. After a jury trial, the district court entered judgment for Charles Murphy in the amount of $307,733.82 against two of his prison guards, Officer Robert Smith and Lieutenant Gregory Fulk. The court also awarded Mr. Murphy's attorney $108,446.54 in fees. So far, so good. But then came the question who should pay what portion of the fee award. The defendants argued that, under the statute's terms, the court had to take 25% (or about $77,000) from Mr. Murphy's judgment before taxing them for the balance of the fee award. The court, however, refused that request. Instead, it ordered that Mr. Murphy "shall pay 10% of [his] judgment" (or about $31,000) toward the fee award, with the defendants responsible for the rest. In support of this allocation, the district court explained that it commonly varied the amount prisoners pay, though the court offered no explanation for choosing 10% instead of some other number. On appeal, a unanimous panel reversed, explaining its view that the language of §1997e(d)(2) requires a district court to exhaust 25% of the prisoner's judgment before demanding payment from the defendants. 844 F. 3d 653, 660 (CA7 2016). So there we have both sides of the debate, and our question, in a nutshell: did the district court have latitude to apply 10% (or some other discretionary amount) of the plaintiff's judgment to his attorney's fee award instead of 25%? See 582 U. S. ___ (2017) (granting certiorari to resolve this question).

As always, we start with the specific statutory language in dispute. That language (again) says "a portion of the judgment (not to exceed 25 percent) shall be applied to satisfy the amount of attorney's fees awarded." §1997e(d)(2). And we think this much tells us a few things. First, the word "shall" usually creates a mandate, not a liberty, so the verb phrase "shall be applied" tells us that the district court has some nondiscretionary duty to

perform. See *Lexecon Inc.* v. *Milberg Weiss Bershad Hynes & Lerach*, 523 U. S. 26, 35 (1998) ("[T]he mandatory 'shall' . . . normally creates an obligation impervious to judicial discretion"). Second, immediately following the verb we find an infinitival phrase ("to satisfy the amount of attorney's fees awarded") that specifies the purpose or aim of the verb's non-discretionary duty. Cf. R. Huddleston & G. Pullum, Cambridge Grammar of the English Language, ch. 8, §§1, 12.2, pp. 669, 729–730 (2002). Third, we know that when you purposefully seek or aim "to satisfy" an obligation, especially a financial obligation, that usually means you intend to discharge the obligation in full.[1] Together, then, these three clues suggest that the court (1) *must* apply judgment funds toward the fee award (2) with the *purpose* of (3) *fully discharging* the fee award. And to meet *that* duty, a district court must apply as much of the judgment as necessary to satisfy the fee award, without of course exceeding the 25% cap. If Congress had wished to afford the judge more discretion in this area, it could have easily substituted "may" for "shall." And if Congress had wished to prescribe a different purpose for the judge to pursue, it could have easily replaced the infinitival phrase "to satisfy . . . " with "to reduce . . . " or "against . . . ." But Congress didn't choose those other words. And respect for Congress's prerogatives as policymaker means carefully attending to the words it chose rather than replacing them

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[1] See Black's Law Dictionary 1543 (10th ed. 2014) (defining "satisfaction" as "[t]he fulfillment of an obligation; esp., the payment in full of a debt"); 14 Oxford English Dictionary 504 (2d ed. 1989) (defining "satisfy" as "[t]o pay off or discharge fully; to liquidate (a debt); to fulfil completely (an obligation), comply with (a demand)"); Webster's New International Dictionary 2220 (2d ed. 1950) (defining "satisfy" as "1. In general, to fill up to the measure of a want of (a person or a thing); hence, to gratify fully the desire of . . . . 2. a To pay to the extent of claims or deserts; to give what is due to; as, to satisfy a creditor. b To answer or discharge, as a claim, debt, legal demand, or the like; . . . to pay off").

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