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United States Court of Appeals
Tenth Circuit

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Christopher M. Wolpert
Clerk of Court

PUBLISH

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

EDWIN WILLIAMS, JR.,

Defendant - Appellant.

No. 25-3067

**Appeal from the United States District Court
for the District of Kansas
(D.C. No. 2:24-CR-20009-DDC-TJJ-1)**

Daniel T. Hansmeier, Appellate Chief (Melody Brannon, Federal Public Defender, with him on the briefs), Office of the Kansas Federal Public Defender, Kansas City, Kansas, for Defendant - Appellant.

Jared S. Maag, Assistant United States Attorney (Ryan A. Kriegshauser, United States Attorney, with him on the brief), Topeka, Kansas, for Plaintiff - Appellee.

Before **TYMKOVICH**, **MURPHY**, and **MORITZ**, Circuit Judges.

MURPHY, Circuit Judge.

I. INTRODUCTION

Defendant-appellant Edwin Williams, Jr., pleaded guilty to unlawfully possessing a firearm as a felon. He was sentenced to thirty-seven months' imprisonment and two years of supervised release. Among the conditions of his supervised release was a requirement that he, to the extent he is financially able, contribute to the cost of his court-ordered medical treatment. Williams appeals this payment requirement, arguing the district court lacks statutory authority to impose such conditions.

Through its text and structure, the language of 18 U.S.C. § 3583(d) grants sentencing courts broad discretion to prescribe special conditions of supervised release befitting the individual defendant. This discretion is not without its limits and checks on the sentencing court's statutory authority are made clear throughout the statutory scheme. The payment requirement is not explicitly prohibited and does not, as a matter of law, fail to satisfy the requirements set out in § 3583(d)(1)-(3). Therefore, exercising jurisdiction pursuant to 28 U.S.C. § 1291 and 18 U.S.C. § 3742(a), this court **affirms** the district court's sentence.

II. BACKGROUND

Following his guilty plea, Williams was convicted of unlawfully possessing a firearm as a felon. *See* 18 U.S.C. §§ 922(g)(1), 924(a)(8) (setting forth the penalties for a knowing violation of § 922(g)(1)). The U.S. Probation Office prepared a presentence investigation report ("PSR") which recommended the district court include the following two conditions ("the payment conditions") as a part of the terms of supervised release:

> You must participate as directed in a cognitive behavioral program and follow the rules and regulations of that program which may include MRT, as approved by the United States Probation and Pretrial Services Office.

> *You must contribute toward the cost, to the extent you are financially able to do so, as directed by the U.S. Probation Officer.*
>
> . . . .
>
> You must successfully participate in and successfully complete an approved program for substance abuse, which may include urine, breath, or sweat patch testing, and/or outpatient treatment, *and share in the costs, based on the ability to pay, as directed by the Probation Office*. You must abstain from the use and possession of alcohol and other intoxicants during the term of supervision.

ROA Vol. III at 22-23 (emphasis added). Williams objected to the inclusion of the language which required that he, to the extent he is financially able, contribute to the costs associated with court-ordered medical treatment.[1] He argued the district court lacked the statutory authority to impose such conditions.

Williams's objection was overruled. The district court found persuasive this court's unpublished decision in *United States v. Beagle*, 846 F. App'x 714 (10th Cir. 2021), and ruled that, pursuant to § 3563(b)(22), it could impose the payment conditions as special conditions of supervised release. After so ruling, the district court concluded the payment conditions were linked to Williams's offense conduct and no broader than necessary to rehabilitate him and to protect the public.

Williams was sentenced to thirty-seven months' imprisonment, followed by two years of supervised release. The payment conditions were ordered—in the

[1] Williams did not object to undergoing medical treatment as part of his supervised release.

language recommended in the PSR—as special conditions of supervised release. Williams timely appealed.

III. DISCUSSION

Williams contends the district court lacked statutory authority to order the payment conditions as part of his supervised release. In response, the government argues the issue is not prudentially ripe for adjudication before turning to the substantive merits of the statutory claim.[2]

A. <u>Ripeness</u>

The court reviews the issue of prudential ripeness de novo. *United States v. Cabral*, 926 F.3d 687, 693 (10th Cir. 2019). "A claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated or indeed may not occur at all." *United States v. Ford*, 882 F.3d 1279, 1283 (10th Cir. 2018) (quotations omitted). "Our prudential ripeness doctrine requires us to balance (1) the fitness of the issue for judicial review and (2) the hardship to the parties from withholding review." *Id.* (quotations omitted). In assessing "whether the issue is fit for judicial review," the court looks to "whether determination of the merits turns upon strictly legal issues or requires facts that may not yet be sufficiently developed." *Id.* (quotation omitted). As for "hardship to the parties," the court

[2] The government does not raise any arguments concerning constitutional ripeness. *See United States v. Cabral*, 926 F.3d 687, 693 (10th Cir. 2019) ("The ripeness doctrine involves both constitutional requirements and prudential concerns.").

considers "whether the parties face a direct and immediate dilemma" if review is withheld. *Id.* (quotation omitted).

The government argues Williams's claim is not ripe for appellate review because he has not yet been made to, and might never have to, pay for court-ordered treatment. The government notes the payment conditions require Williams to pay only to the extent he is financially able. It asserts this appeal is therefore contingent upon Williams's ability to pay for treatment, which will only be assessed upon his release from prison. In a related argument, the government contends Williams will not face any hardship unless and until he is deemed financially capable of contributing to the cost of treatment.

The government misconstrues the nature of Williams's claim. As he makes clear, Williams argues sentencing courts "do not have the statutory authority to include" the payment conditions as special conditions of supervised release. Appellant's Opening Br. at 14. Williams's challenge is not limited to the facts or circumstances of his case. Instead, his appeal is directed at the statutory authority of sentencing courts to determine the terms of supervised release. This is a "strictly legal issue[]" of statutory interpretation. *Kan. Jud. Rev. v. Stout*, 519 F.3d 1107, 1118 (10th Cir. 2008); *see United States v. McLinn*, 896 F.3d 1152, 1156 (10th Cir. 2018) (describing "a question of statutory interpretation" as "quintessentially legal in nature").

Furthermore, withholding review of this quintessentially legal issue "would place at least a slight hardship on [Williams]." *Ford*, 882 F.3d at 1284. Williams could later seek to challenge the payment conditions if he 1) was charged with violating them or 2) sought to modify the terms of his supervised release before the end of his term of imprisonment. *See id.* "But to challenge the [payment] condition[s] by violating [them] would risk re-incarceration." *Id.* "And a request to modify the condition—unlike this direct appeal—will require he proceed pro se or retain an attorney . . . , not to mention the possibility that [Williams] could be subject to the challenged condition before his request to modify is considered by the district court." *Id.* (quotations and internal citations omitted). Although a lengthy custodial sentence would typically weigh against reviewing conditions of supervised release, *United States v. Bennett*, 823 F.3d 1316, 1327 (10th Cir. 2016), Williams was sentenced to a term of thirty-seven months, a non-negligible portion of which he already served prior to this appeal. In sum, prudential ripeness considerations favor judicial review.

B. The Payment Conditions

Because Williams objected to the payment conditions at the time they were announced, the court reviews for abuse of discretion. *United States v. Flaugher*, 805 F.3d 1249, 1251 (10th Cir. 2015). "A district court abuses its discretion only where it (1) commits legal error, (2) relies on clearly erroneous factual findings, or (3) where no rational basis exists in the evidence to support its ruling." *United States v. A.S.*, 939 F.3d 1063, 1070 (10th Cir. 2019). This court may affirm the district court "on any basis supported by the record, even if it requires ruling on arguments not reached by the district court . . . ." *Richison v. Ernest Grp., Inc.*, 634 F.3d 1123, 1130 (10th Cir. 2011).

The interpretation of a federal statute is a question of law which this court reviews de novo. *Koch Indus., Inc. v. United States*, 603 F.3d 816, 821 (10th Cir. 2010); *see WWC Holding Co. v. Sopkin*, 488 F.3d 1262, 1276 n.10 (10th Cir. 2007) ("[W]e are not limited to the parties' positions on what a statute means, because we review a question of statutory construction de novo." (italics omitted)). "The analysis begins with the statutory text." *United States v. Kan. Dep't of Health & Env't*, 162 F.4th 1238, 1244 (10th Cir. 2025). "It is a fundamental canon of statutory construction that the words of a statute must be read in their context and with a view to their place in the overall statutory scheme." *United States v. Davey*, 151 F.4th 1249, 1256 (10th Cir. 2025).

18 U.S.C. § 3583 governs the inclusion of a term of supervised release after imprisonment. A sentencing court's authority to determine the conditions of supervised release stems from § 3583(d). As the relevant language of that provision makes clear, the imposition of certain conditions is mandatory. *See id.* (identifying certain conditions the sentencing court "shall order"); *see also Forest Guardians v. Babbitt*, 174 F.3d 1178, 1187 (10th Cir. 1999) ("[W]hen a statute uses the word 'shall,' Congress has imposed a mandatory duty upon the subject of the command."). Sentencing courts, however, "also have discretion to impose other, non-mandatory conditions of supervised release, which are commonly referred to as 'special conditions.'" *United States v. Kunz*, 68 F.4th 748, 758 (2d Cir. 2023) (quotation omitted); *see* 18 U.S.C. § 3583(d) (providing the sentencing court "may order . . . a

further condition of supervised release"); *see also Biden v. Texas*, 597 U.S. 785, 802 (2022) ("[T]he word 'may' *clearly* connotes discretion." (quotation omitted)).

The payment conditions were ordered as special conditions of Williams's supervised release. As to special conditions, the statute, in pertinent part, provides as follows:

> The court may order, as a further condition of supervised release, to the extent that such condition—
>
> (1) is reasonably related to the factors set forth in section 3553(a)(1), (a)(2)(B), (a)(2)(C), and (a)(2)(D);
>
> (2) involves no greater deprivation of liberty than is reasonably necessary for the purposes set forth in section 3553(a)(2)(B), (a)(2)(C), and (a)(2)(D); and
>
> (3) is consistent with any pertinent policy statements issued by the Sentencing Commission pursuant to 28 U.S.C. 994(a);
>
> any condition set forth as a discretionary condition of probation in [18 U.S.C. § 3563(b)] *and any other condition it considers to be appropriate* . . . .

§ 3583(d) (emphasis added). As this language indicates, there are two categories of special conditions the sentencing court may order: 1) "any condition set forth as a discretionary condition of probation in section 3563(b)" and 2) "any other condition it considers to be appropriate." A requirement that a probationer, to the extent they are financially able, contribute to the costs associated with court-ordered medical treatment is not identified as a discretionary condition of probation under § 3563(b).[3]

[3] Included in § 3563(b) is a provision which requires probationers to "satisfy such other conditions as the court may impose." 18 U.S.C. § 3563(b)(22). Williams

The pertinent language of § 3583(d) allows sentencing courts to impose "any other condition it considers to be appropriate." *See United States v. Love*, 431 F.3d 477, 480-81 (5th Cir. 2005) (describing the quoted language as § 3583(d)'s catchall provision). As evidenced by use of the term "any," § 3583(d) grants broad discretion to sentencing courts to prescribe special conditions. *See United States v. Henry*, 979 F.3d 1265, 1268 (10th Cir. 2020) (recognizing the sentencing court's "broad discretion" to order special conditions); *cf. United States v. Concha*, 233 F.3d 1249, 1256 (10th Cir. 2000) ("'Any' is hardly an ambiguous term, being all-inclusive in nature."). Through the use of the term "other," the language of § 3583(d) confers on sentencing courts the authority to order conditions beyond those listed in § 3563(b) as special conditions of supervised release. *Cf. BLOM Bank SAL v. Honickman*, 605 U.S. 204, 211 (2025) ("[Federal Rule of Civil Procedure 60(b)(6)] covers 'any *other* reason' that justifies relief; that is, [it] provides only grounds for relief not already covered by the preceding five paragraphs.").

The statutory text abutting the subject language offers additional context. Special conditions of supervised release must satisfy the requirements set out in § 3583(d)(1)-(3). Pursuant to § 3583(d)(1), sentencing courts may only impose special conditions that are reasonably related to at least one of the following: "the nature and circumstances of the offense, the defendant's history and characteristics,

argues § 3563(b)(22) does not permit the imposition of the payment condition. The court assumes, without deciding, that Williams is correct.

the deterrence of criminal conduct, the protection of the public from further crimes of the defendant, and the defendant's educational, vocational, medical, or other correctional needs." *United States v. Mike*, 632 F.3d 686, 692 (10th Cir. 2011); *see Henry*, 979 F.3d at 1268 ("Conditions of supervised release must be linked to the offense . . . ." (quotation omitted)). Indeed, sentencing courts have the difficult task of individualizing sentences to reflect "the seriousness of crimes while recognizing the uniqueness of the individuals committing crimes." *United States v. Walker*, 844 F.3d 1253, 1255 (10th Cir. 2017). Because each convicted person is to be considered individually and every case viewed as "a unique study," *Gall v. United States*, 552 U.S. 38, 52 (2007), there is ostensibly an "infinite combination[]" of facts and circumstances from which sentencing courts might be made to determine the special conditions of supervised release, *cf. Republic Aviation Corp. v. N.L.R.B.*, 324 U.S. 793, 798 (1945) (analyzing the structure of the Wagner Act). The "broad sweep" of the language of § 3583(d) comports with the nature of sentencing courts' unique responsibility. *Cf. C.I.A. v. Sims*, 471 U.S. 159, 169 (1985). Rather than implementing a rigid scheme, § 3583(d), through the language used, gives sentencing courts "flexibility within appropriate statutory limitations" to sufficiently tailor special conditions to fit the individual. *Cf. Republic Aviation Corp.* at 798; *see United States v. Williams*, 739 F.3d 1064, 1067 (7th Cir. 2014) ("Supervised release is open-ended; anything within reason (as long as it is compliant with the restrictions and cautionary reminders in 18 U.S.C. § 3583(d), . . .) that serves a penological function is permitted.").

The statutory limitations of § 3583(d) are made explicit by its language. For example, sentencing courts may impose the discretionary condition set forth in § 3563(b)(10) "only for a violation of a condition of supervised release in accordance with section 3583(e)(2) and only when facilities are available." 18 U.S.C. § 3853(d). Deportation may be ordered as a special condition, but only under limited circumstances. *See id.* Similarly, the provision identifies a special condition that may be imposed against defendants who are required to register under the Sex Offender Registration and Notification Act. *See id.* These restrictions demonstrate that Congress was capable of introducing specific and particular exceptions to the broad scope of the language used. *Cf. Mediofactoring v. McDermott (In re Connolly N.A., LLC)*, 802 F.3d 810, 818 (6th Cir. 2015). Thus, the court will not add limitations not unequivocally contemplated in the text of the provision through negative implication. *See id.* ("We refuse, therefore, to find a limitation where Congress did not expressly create one."); *United States v. Guzman*, 558 F.3d 1262, 1265 n.1 (11th Cir. 2009) ("[T]he specific reference to deportation in § 3583(d) did not, by negative implication, preclude the court from imposing the reporting requirement under § 3583(d)'s catchall provision."); *United States v. Anderson*, 583 F.3d 504, 510 (7th Cir. 2009) ("[W]e conclude that placement in a halfway house should be viewed as a legitimate additional condition not affirmatively authorized by the statute, rather than one expressly forbidden.").

Construed in context, the language of § 3583(d) grants sentencing courts broad discretion, subject to certain clear delineations, to individualize the special conditions to match the uniqueness of each defendant. The payment conditions—not explicitly prohibited in the overall statutory scheme—fall comfortably within the expansive scope of the language of § 3583(d). Although Williams argues the payment conditions, as a matter of law, do not satisfy the requirements of § 3583(d)(1)-(3), the Seventh Circuit has repeatedly and persuasively held to the contrary. *See United States v. Kappes*, 782 F.3d 828, 858 (7th Cir. 2015) ("It is self-evident that the pay-if-able language will incentivize defendants to succeed with their rehabilitative efforts . . . ."); *see also Williams*, 739 F.3d at 1066 ("[F]ines . . . are rehabilitative in the realistic sense . . . because they are intended in part to reduce the likelihood that the defendant will recidivate."); *United States v. Cary*, 775 F.3d 919, 928 (7th Cir. 2015) (recognizing pay-if-able conditions "serve[] a penological function through incentivizing offenders to succeed with their rehabilitative efforts"). Thus, the district court did not lack the statutory authority to impose the payment conditions.

Advancing a contrary conclusion, Williams raises two arguments based on distinct, but related, canons of statutory interpretation. The first contention appeals to the specific-over-general canon, while the second relies on the canon against surplusages.

Williams argues the specific-over-general canon militates against construing § 3583(d)'s broad language as authorizing the imposition of the payment conditions. The specific-over-general canon embodies the principle that "a statute's general permission to take actions of a certain type must yield to a specific prohibition found elsewhere." *Law v. Siegel*, 571 U.S. 415, 421 (2014); *see United States v. Wesley*, 60

F.4th 1277, 1284 (10th Cir. 2023) (“Where there is no clear intention otherwise, a specific statute will not be controlled or nullified by a general one, regardless of the priority of enactment.”). The canon is “most frequently applied to statutes in which a general permission or prohibition is contradicted by a specific prohibition or permission. To eliminate the contradiction, the specific provision is construed as an exception to the general one.” *RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 566 U.S. 639, 645 (2012).

Williams fails to identify a contradiction within the statutory scheme. The imposition of the payment conditions under the expansive language of § 3583(d) does not fall within the scope of any of the specific statutes he identifies. *See id.* at 648 (“When the conduct at issue falls within the scope of *both* [specific and general] provisions, the specific presumptively governs . . . .”); *cf. Ohio Telecom Ass’n v. Fed. Commc’n Cmm’n*, 150 F.4th 694, 716 (6th Cir. 2025) (rejecting an argument based on the specific-over-general canon because the conduct at issue did not fall into the scope of both the specific and general statutes).

Williams alludes to the following restitution language in § 3583(d) as one of the specific statutes which must control over the broad language used:

> The court shall order, as an explicit condition of supervised release, . . . that the defendant make restitution in accordance with sections 3663 and 3663A, or any other statute authorizing a sentence of restitution . . . .

Restitution is a mandatory condition of supervised release. *See United States v. Arnold*, 878 F.3d 940, 945 (10th Cir. 2017) (holding the restitution provision of 18 U.S.C. § 3663A identifies a mandatory condition because of the relevant use of the word "shall"). By contrast, the payment conditions were imposed neither as mandatory conditions nor as a form of restitution. Thus, the imposition of the payment conditions falls outside the scope of the restitution provision.

Williams also points to various provisions of § 3563(b). As to a potential overlap between the scope of the broad language of § 3583(d) and the scope of § 3563(b), the Seventh Circuit opined that "[c]ourts have been reluctant to allow additional conditions of supervised release to be imposed under the catch-all provision of § 3583 if the particular condition already has been addressed in the statute." *Anderson*, 583 F.3d at 509. Even accepting this premise, Williams's subsequent argument is unpersuasive.

Williams identifies § 3563(b)(9) as the provision most relevant to the payment conditions. Under that provision, sentencing courts may order the defendant to "undergo available medical, psychiatric, or psychological treatment, including treatment for drug or alcohol dependency, as specified by the court, and remain in a specific institution if required for that purpose." Missing from this provision is any language affirmatively prohibiting or permitting the payment conditions.

Notwithstanding, Williams maintains § 3563(b)(9) not only addresses, but proscribes, the payment conditions. His position is based on a negative implication. Williams juxtaposes the absence of payment-related language in § 3563(b)(9) to the inclusion of such language in provisions such as § 3563(a), (a)(6), (b)(1), (b)(2), (b)(20), and even 18 U.S.C. § 3672. Based on the inclusion of payment-related language in some provisions, he asserts the omission of such language from

§ 3563(b)(9) was purposeful. This purposeful omission, according to Williams, reflects Congress's intent to prohibit, through deliberate exclusion of relevant language, the imposition of payment requirements relating to court-ordered medical treatments. In essence, he argues "the enumeration of certain things in [§ 3563(b)] suggests that the legislature had no intent of including things not listed or embraced." *Navajo Nation v. Dalley*, 896 F.3d 1196, 1213 (10th Cir. 2018) (quotation omitted).

"The force of any negative implication . . . depends on context." *Marx v. Gen. Revenue Corp.*, 568 U.S. 371, 381 (2013). The court will not draw any such negative implications "unless it is fair to suppose that Congress considered the unnamed possibility and meant to say no to it." *Barnhart v. Peabody Coal Co.*, 537 U.S. 149, 168 (2003). The fallibility of negative implications "can be shown by contrary indications that adopting a particular rule or statute was probably not meant to signal any exclusion of its common relatives." *United States v. Vonn*, 535 U.S. 55, 65 (2002).

Sentencing courts have "broad discretion" to determine the discretionary conditions of probation. *See United States v. Middagh*, 594 F.3d 1291, 1294 (10th Cir. 2010). Indeed, their discretionary authority is bounded only by the requirement that "any condition not required by 18 U.S.C. § 3563(a) must be 'reasonably related' to the factors set forth in 18 U.S.C. § 3553(a)(1) & (2)." *Id.* Rather than curbing this authority through proscriptive language, § 3563(b), voiced in the affirmative, identifies potential conditions which sentencing courts may order, subject to certain limitations made textually explicit.[4] Included towards the end of that list is § 3563(b)(22) (requiring probations to "satisfy such other conditions as the court may impose"), which authorizes sentencing courts to impose conditions beyond those enumerated. *Cf. Honickman*, 605 U.S. at 211 (analyzing the term "other").

The structure and language of § 3563(b) indicate provisions such as § 3563(b)(9) represent illustrative examples of possible conditions, not exhaustive or precise limits on the sentencing courts' authority. *See United States v. Maxwell*, 483 F. App'x 233, 240 (6th Cir. 2012) (characterizing the list of conditions set out in § 3563(b) as "illustrative, not exhaustive"); *see also Harrington v. Purdue Pharma L. P.*, 603 U.S. 204, 217 (2024) (holding "a catchall phrase tacked on at the end of a long and detailed list of specific directions" suggests what precedes it are "specific examples"). The relevant context therefore "points directly away from the sort of exclusive specification [Williams] claims." *Chevron U.S.A. Inc. v. Echazabal*, 536 U.S. 73, 80 (2002) (refusing to draw negative implications from an illustrative

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[4] Pursuant to the plain language of § 3563(b), sentencing courts may only order discretionary conditions to the extent such conditions are "reasonably related to the factors set forth in [18 U.S.C.] section 3553(a)(1) and (a)(2) and to the extent that such conditions involve only such deprivations of liberty or property as are reasonably necessary for the purposes indicated in section 3553(a)(2)."

There are also provisions that include language regarding condition-specific limitations. *See, e.g.*, § 3563(b)(19) (requiring a probationer to "remain at [their] place of residence during nonworking hours and, if the court finds it appropriate, that compliance with this condition be monitored by telephonic or electronic signaling devices, *except that a condition under this paragraph may be imposed only as an alternative to incarceration*" (emphasis added)).

example).[5] Section 3563(b)(9) does not address, let alone prohibit, the payment conditions at issue through purposeful omission. Other statutes and provisions identified by Williams are, by his own admission, even less relevant. *See United States v. Lakatos*, 241 F.3d 690, 694 (9th Cir. 2001) (applying the specific-over-general canon because the special condition concerned "precisely the same subject matter contemplated by § 3563(b)(20)"). Thus, Williams's theory based on the specific-over-general canon falls short.

Williams's second argument is based on the canon against surplusages. This canon instructs courts to interpret statutes in a way that "give[s] effect, if possible, to every clause and word of a statute." *Duncan v. Walker*, 533 U.S. 167, 174 (2001); *see*

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[5] As Williams argues, certain provisions seem to explicitly authorize the imposition of payment-related conditions while others, like § 3563(b)(9), do not. This inconsistency may be attributed to a myriad of potential explanations. *See, e.g.*, *U.S. Postal Serv. v. Konan*, 607 U.S. 391, 405-06 (2026) (explaining Congress may intentionally introduce overlaps in statutory language to ensure legislative purpose is realized); *Fort Stewart Schs. v. Fed. Lab. Rels. Auth.*, 495 U.S. 641, 646 (1990) (positing "technically unnecessary" provisions may have been included in a statute "out of an abundance of caution"); *United States v. McCarthy*, 174 F.4th 1254, 1264-65 (10th Cir. 2026) (recognizing that the legislative process may lead to redundancies in the statutory text); *Marx v. Gen. Revenue Corp.*, 668 F.3d 1174, 1183 (10th Cir. 2011) ("Congress may on occasion repeat language in order to emphasize it."), *aff'd on other grounds*, 568 U.S. 371 (2013). Because the context is made sufficiently clear through statutory text, there is no reason to speculate as to the legislative intent. *See N.L.R.B. v. SW Gen., Inc.*, 580 U.S. 288, 305 (2017) ("The text is clear, so we need not consider . . . extra-textual evidence.").

Similarly, because the plain text of the statute is unambiguous, the court will not consider Williams's arguments based on statutory history. *Milner v. Dep't of Navy*, 562 U.S. 562, 572, 574 (2011) (cautioning against "allowing ambiguous legislative history to muddy clear statutory language").

Honickman, 605 U.S. at 211 (interpreting Federal Rule of Civil Procedure 60(b)(6) as to not render superfluous its preceding paragraphs). Williams argues Congress, through §§ 3563 and 3583, precisely outlined the circumstances under which individuals on supervised release may be ordered to contribute to the costs of medical treatment. To interpret the broad language of § 3583(d) to permit the imposition of payment conditions, he asserts, would obliterate the delineation set forth in relevant statutes.

This argument is not supported by the text of the statute. No provision of § 3563 or § 3583, including § 3563(b)(9), prohibits the imposition of the payment conditions as special conditions of supervised release.[6] To order the payment conditions through the language of § 3583(d) therefore does not circumvent or render superfluous any relevant limitations set out in §§ 3563 and 3583. *Honickman*, 605 U.S. at 211.

If anything, Williams's own reading of § 3583(d) would render superfluous a key term in the statute. The language authorizes sentencing courts to order "any *other*

[6] Williams refers to various payment-related provisions throughout §§ 3563 and 3583 as "careful delineations" which must not be disturbed. The underlying premise of his position is that sentencing courts may impose the payment conditions only in circumstances explicitly authorized.

This assertion is rejected for the reasons already discussed. The language of § 3583(d) affords sentencing courts broad discretion to shape the special conditions of supervised release, subject only to explicit restrictions. Section 3563(b) lists illustrative examples of discretionary conditions, not the precise boundaries of the sentencing court's authority. Neither § 3583 nor § 3563 supports the inference that the payment conditions are prohibited through purposeful omission.

condition it considers to be appropriate." § 3583(d) (emphasis added). By its plain text, that language allows sentencing courts to impose special conditions other than the conditions specified in the preceding provisions. *Cf. Honickman*, 605 U.S. at 211. To cabin the sentencing court's authority to only the conditions delineated throughout §§ 3563 and 3583 would disregard the term "other."

IV. CONCLUSION

The judgment of the district court is **AFFIRMED**.