### T

Interpretation – The aff must defend removing restrictions on all constitutionally protected speech and may not specify to any category or type of speech restriction to overturn.

Violation – You spec

Standards

1. Textuality – any means all – circuit court consensus, Supreme Court precedent, and common usage flow neg.

4th circuit Judge Hamilton in US v Maxwell, 2002: U.S. V. MAXWELL United States Court of Appeals, Fourth Circuit.·285 F.3d 336 (4th Cir. 2002) CLYDE HAMILTON, Senior Circuit Judge. <https://casetext.com/case/us-v-maxwell-62?passage=v1VOoaSHuBejA54BX6oZ9g> \*brackets in original

On appeal, **Maxwell argues that the phrase "less any term of imprisonment that was imposed upon revocation," as provided in § 3583(h), includes both** the eleven-month term of imprisonment imposed as part of **his first postrevocation sentence and** the ten-month term of imprisonment imposed as part of **his second**, i.e., current, postrevocation sentence. Maxwell argues, therefore, the twenty-six-month term of supervised release imposed as part of his second postrevocation sentence exceeded the statutorily authorized maximum amount of supervised release by eleven months. Although the argument made by Maxwell raises an issue of first impression in this circuit, **the Seventh Circuit, the Eighth Circuit, and most recently the Second Circuit have issued decisions in accord with Maxwell's argument. United States v. Merced**, 263 F.3d 34, 37-38 (2d Cir. 2001) (holding that plain language of § 3583(e)(3) and § 3583(h) provides that statutory maximum term of imprisonment and supervised release that may be imposed upon revocation of supervised release includes prison term of current revocation sentence, together with all prison time imposed under any prior revocation sentences related to same underlying offense); **United States v. Brings Plenty**, 188 F.3d 1051, 1053-54 (8th Cir. 1999) ( per curiam) (holding that "plain meaning" of the reference to "less any term of imprisonment that was imposed upon revocation of supervised release" in § 3583(h) "includes the prison term in the current revocation sentence together with all prison time [imposed] under any prior revocation sentence(s)"); **United States v. Beals**, 87 F.3d 854, 857-58 (7th Cir. 1996), overruled on other grounds, United States v. Withers, 128 F.3d 1167, 1172 (7th Cir. 1997) (under § 3583(h), a defendant must be credited with imprisonment time imposed as part of first postrevocation sentence in determining maximum statutory term of imprisonment and supervised release for second postrevocation sentence). **The Second and Eighth Circuits held that the plain meaning of the phrase "less any term of imprisonment that was imposed upon revocation of supervised release" in § 3583(h) includes the prison term imposed in the current revocation sentence together with all prison time imposed under any prior revocation sentence or sentences**. Merced, 263 F.3d at 37-38; Brings Plenty, 188 F.3d at 1053-54. While the Seventh Circuit did not expressly rely on the plain meaning of this phrase in reaching its holding, the court's discussion of the issue clearly indicates that it did so. Beals, 87 F.3d at 857-58. **No other federal court of appeals has addressed the issue**. **We agree with the holdings of the Second, Seventh, and Eighth Circuits. "A fundamental canon of statutory construction requires that unless otherwise defined, words will be interpreted as taking their ordinary, contemporary, common meaning." United States v. Lehman**, 225 F.3d 426, 428 (4th Cir. 2000) (internal quotation marks omitted). Another fundamental canon of statutory construction provides that **"[t]he plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which that language is used, and the broader context of the statute as a whole**." Robinson v. Shell Oil Co., 519 U.S. 337, 341, 117 S.Ct. 843, 136 L.Ed.2d 808 (1997). **Whether the twenty-six-month term** of supervised release the district court imposed upon Maxwell as part of his second postrevocation sentence **exceeded the statutorily authorized amount** of supervised release by eleven months **turns primarily on the meaning of the word "any"** as used in the last sentence of § 3583(h). 1**Because the word "any" is not defined within 18 U.S.C. § 3583, we turn to its dictionary definition for its common meaning**. Lehman, 225 F.3d at 429. In so doing, we are mindful that we must turn to the dictionary definition which accounts for the specific context in which the word "any" is used in § 3583(h). See Robinson, 519 U.S. at 341, 117 S.Ct. 843. **When the word "any" is properly read in its § 3583(h) statutory context, Webster's Third New International Dictionary provides that the word "any" means "all**." See id. at 97 (2d ed. 1981). Specifically, **Webster's Third New International Dictionary provides that when the word "any" is "used as a function word to indicate the maximum or whole of a number or quantity," for example, "give me [any] letters you find" and "he needs [any] help he can get," the word "any" means "all."** Id. Here, **the word "any**" in the phrase "less any term of imprisonment that was imposed upon revocation of supervised release," § 3583(h) (emphasis added), **is obviously used as a function word to indicate the maximum or whole of a number or quantity** just as the word "any" is used in the dictionary examples quoted above. 6In sum, **we hold the plain meaning of the phrase "less any term of imprisonment that was imposed upon revocation of supervised release" in § 3583(h) is that the prison term in the current revocation sentence, together with all prison time imposed under any prior revocation sentence or sentences, must be aggregated.** **To hold otherwise** would permit a district court, upon revocation of a defendant's term of supervised release, to sentence a defendant to a term of supervised release unrelated to the original offense. 1This is because the defendant could be sentenced to a term of supervised release that exceeded the statutory maximum term of supervised release authorized for the original offense. Such a circumstance **is directly contrary to the Supreme Court's observation in Johnson v. United States**, 529 U.S. 694, 120 S.Ct. 1795, 146 L.Ed.2d 727 (2000), that "postrevocation penalties [imposed under 18 U.S.C. § 3583] relate to the original offense," id. at 701, 120 S.Ct. 1795, and do not "impose punishment for defendants' new offenses for violating the conditions of their supervised release," id. at 700, 120 S.Ct. 1795 (internal quotation marks omitted). **1The record is undisputed that, in calculating Maxwell's term of supervised release** as part of his second, i.e., current, postrevocation sentence, **the district court did not aggregate** the term of imprisonment imposed upon Maxwell as part of his first postrevocation sentence with the term of imprisonment imposed as part of his second postrevocation sentence. Under our just announced holding, **this failure to aggregate constituted error**. Having concluded the district court erred, under Olano, we must next consider whether the error is plain. Olano, 507 U.S. at 732, 113 S.Ct. 1770. We hold that it is. 1In Olano, the Supreme Court explained that the word "plain" is "synonymous with `clear' or, equivalently `obvious.'" Id. The Fourth Circuit has since explained that an error is clear or equivalently obvious if "the settled law of the Supreme Court or this circuit establishes that an error has occurred." United States v. Neal, 101 F.3d 993, 998 (4th Cir. 1996). 1"In the absence of such authority, decisions by other circuit courts of appeals are pertinent to the question of whether an error is plain." 3Id. Notably, the error need not be plain at the time the district court erred as long as the error is plain at the time of appellate consideration. Johnson v. United States, 520 U.S. 461, 468, 117 S.Ct. 1544, 137 L.Ed.2d 718 (1997). We hold that the error at issue in this appeal is plain for purposes of establishing the second prong of the Olano test. 1The phrase "less any term of imprisonment that was imposed upon revocation of supervised release" in the last sentence of § 3583(h) is not reasonably susceptible to an interpretation which permits a district court to ignore any prior terms of imprisonment imposed as part of prior postrevocation sentences, for the same underlying offense, in calculating the term of the defendant's supervised release as part of the current postrevocation sentence. 1Indeed, **all three federal courts of appeals that have considered the issue have unanimously held that the phrase "less any term of imprisonment that was imposed upon revocation of supervised release" in § 3583(h) refers to all postrevocation terms of imprisonment** imposed with respect to the same underlying offense. In addition, **each of these courts relied, either expressly or impliedly, upon the plain meaning of the statute. Moreover,** no contrary authority exists**.** Under these circumstances, we can only conclude that Maxwell has established the second prong of the Olano test.

Prefer my evidence – it analyzes common usage applied to a legal context and represents the unanimous consensus of every federal circuit court that has ruled on the issue

Semantic justifications against an interp outweigh pragmatic ones for it – proving another interp is more fair or educational is a reason to debate another topic, not a reason to use that definition while debating the actual one. And debating according to semantics is most pragmatic, there are an infinite number of changes to the resolution that might be better to debate, but I can never know or prep for all of them.

2. Limits – there are thousands of speech codes and policies that the aff could choose to overturn.

Lukianoff 8 (Greg Lukianoff, "Campus Speech Codes: Absurd, Tenacious, and Everywhere", May 23, 2008 , https://www.nas.org/articles/Campus\_Speech\_Codes\_Absurd\_Tenacious\_and\_Everywhere)

For our 2007 report, FIRE surveyed publicly available policies at the 100 “Best National Universities” and at the 50 “Best Liberal Arts Colleges,” as rated in the August 28, 2006 “America’s Best Colleges” issue of U.S. News & World Report. FIRE surveyed an additional 196 major public universities. (because public universities are legally bound by the First Amendment, FIRE is continually adding data on public universities to our database, at a rate consistent with our available resources). Several FIRE staff members spent a substantial portion of their year researching literally thousands of policies and rules in student handbooks, other official campus materials, and on schools’ websites. The policies were then evaluated by FIRE’s specialized lawyers and assigned a red (worst), yellow or green light (best) rating to the university based on the extent to which their written policies restricted constitutionally protected speech. We publicly post all of the relevant materials, our ratings, and excerpts containing the language most dangerous to basic liberties on our Spotlight website (www.thefire.org/spotlight). It is, to our knowledge, the most extensive evaluation of campus codes ever attempted. A school is given a “red light” if it has at least one policy that both clearly and substantially restricts freedom of speech. A “clear” restriction involves a threat to free speech which is obvious on the face of the policy, whereas a “substantial” restriction is one that is broadly applicable to important categories of campus expression. A “yellow light” institution is one that has policies which could be interpreted to suppress protected speech, or policies that, while restrictive of freedom of speech, restrict only narrow categories of speech. For example, a policy banning “verbal abuse” would have broad applicability and would pose a substantial threat to free speech, but it would not be a clear violation because “abuse” might refer to unprotected speech, such as threats of violence or genuine harassment. “Yellow light” policies may still be unconstitutional,28 but they do not clearly and substantially restrict speech in the same manner as “red light” policies. If FIRE finds no policies that seriously imperil protected speech, a college or university receives a “green light.” This does not necessarily mean that a school actively supports free expression. It simply means that the school does not have any publicly available written policies which violate students’ free speech rights. Of the 346 schools reviewed by FIRE, 259 received a red-light rating (75%), 73 received a yellow-light rating (21%), and only 8 received a green-light rating (2%). Six schools did not receive any rating from FIRE. Surprisingly, public schools, which are unambiguously legally bound by the First Amendment, actually had a somewhat higher percentage of “red light” ratings; a full 79% of public schools were “red light,” 19% “yellow light”, and 2% green.

This isn’t predictability – an under-limited topic means a massive neg case list and heavily skews the prep burden since they just have to frontline the few responses to their aff whereas I need prep for tons of affs, which kills engagement and link turns any depth or clash arguments.

3. Ground – the focus of the topic is whether free speech as a principle is valuable, but under their interp the aff selects certain types of speech to debate, i.e. the merits of criticizing racism, which lets them cherry pick the best ground. I lose the core of the topic and relevant neg prep – [insert examples]. And double bind – either a) they exclude generics and I lose ground, which proves the neg offense, or b) generics apply and there’s no reason they couldn’t have been whole res. And T version of the aff solves your offense – you can read advantage areas about specific types of speech restrictions, you just have to let my offense link to.

And, negating is harder

a. first and last word means persuasive advantage

b. infinite prep to frontline the aff

c. AC and 1ar can both establish new offense whereas I only have the NC – flips time skew since you have more time to establish offense which is what gets the ballot

d. 2ar can collapse to one issue and frame the debate whereas the 2nr has to hedge its bets on multiple outs

e. even if affirming is harder in general the fact that you read a plan flips that – cross apply the ground arguments

### Extra Semantics cards

Any is a determiner in the context of the resolution – it specifies the scope of constitutionally protected speech we shouldn’t prohibit which means the aff must textually defend all speech

Cambridge Dictionary no date: http://dictionary.cambridge.org/us/grammar/british-grammar/quantifiers/any

We use any before nouns to refer to indefinite or unknown quantities or an unlimited entity: Did you bring any bread? Mr Jacobson refused to answer any questions. If I were able to travel back to any place and time in history, I would go to ancient China. Any as a determiner has two forms: a strong form and a weak form. The forms have different meanings. Weak form any: indefinite quantities We use any for indefinite quantities in questions and negative sentences. We use some in affirmative sentences: Have you got any eggs? I haven’t got any eggs. I’ve got some eggs. Not: I’ve got any eggs. We use weak form any only with uncountable nouns or with plural nouns: [talking about fuel for the car] Do I need to get any petrol? (+ uncountable noun) There aren’t any clean knives. They’re all in the dishwasher. (+ plural noun)

Any is unambiguously all-inclusive – that’s circuit court precedent.

Elder 91: David S. Elder “’Any and All’: To Use Or Not To Use?” Plain Language. MICHIGAN BAR JOURNAL. OCTOBER 1991. http://www.michbar.org/file/generalinfo/plainenglish/pdfs/91\_oct.pdf \*brackets in original

**The Michigan Supreme Court** seemed to approve our dictionary definitions of "any" in Harrington v Interstate Business Men's Accident Ass'n, 210 Mich 327, 330; 178 NW 19 (1920), when it quoted Hopkins v Sanders, 172 Mich 227; 137 NW 709 (1912). **The Court defined "any" like this: "In broad language, it covers ‘any final decree' in 'any suit at law or in chancery' in 'any circuit court.' Any' means, every,' 'each one of all."' In a later case, the Michigan Supreme Court again held that the use of "any" in an agency contract meant "all."** In Gibson v Agricultural Life Ins Co, 282 Mich 282, 284; 276 NW 450 (1937), the clause in controversy read: "14. The Company shall have, and is hereby given a first lien upon any commissions or renewals as security for any claim due or to become due to the Company from said Agent." (Emphasis added.) **The Gibson court was not persuaded by the plaintiff's insistence that the word "any" meant less than "all":** "Giving the wording of paragraph 14 oJ the agency contract its plain and unequivocable meaning, upon arriving at the conclusion that the sensible connotation of the word any' implies 'all' and not 'some,' the legal conclusion follows that the defendant is entitled to retain the earned renewal commissions arising from its agency contract with Gibson and cannot be held legally liable for same in this action," Gibson at 287 (quoting the trial court opinion). **The Michigan Court of Appeals has similarly interpreted the word "any" as used in a Michigan statute**. In McGrath v Clark, 89 Mich App 194; 280 NW2d 480 (1979), the plaintiff accepted defendant's offer of judgment. The offer said nothing about prejudgment interest. The statute the Court examined was MCL 600.6013; MSA 27A.6013: "Interest shall be allowed on any money judgment recovered in a civil action...." **The Court held that "the word 'any' is to be considered all-inclusive**," so the defendants were entitled to interest. McGrath at 197. **Recently, the Court has again held that "[a]ny means 'every,' 'each one of all,' and is unlimited in its scope."** Parker v Nationwide Mutual Ins Co, 188 Mich App 354, 356; 470 NW2d 416 (1991) (quoting Harrington v InterState Men's Accident Ass'n, supra)

Analysis of congress’ intent and purpose when drafting laws including the word “any” confirms the interpretation is most applicable to governmental action

Basler 2 [Tracey A. Basler, 2002, NEW ENGLAND LAW REVIEW: Vol. 37:1, p 147-182, “Does “Any” Mean “All” or Does “Any” Mean “Some”? An Analysis of the “Any Court” Ambiguity of the Armed Career Criminal Act and Whether Foreign Convictions Count as Predicate Convictions” //BWSWJ]

Analysis of the plain language of the ACCA, and the referenced felony possession statute, as well as the legislative history pertaining to Congressional purpose in enacting the provisions, clearly reveals that Congress intended the ACCA to apply to predicate foreign convictions. Congressional intent about the specific provision “any court” is not clear, especially because of the shift of the ACCA in referencing one section that excluded certain crimes to a section that did not exclude such crimes. The purpose behind all three sections of legislationis clear: to aid gun control. More specifically, the ACCA aims to keep guns out of the control of habitual criminals. Individuals are not any less criminal—or less dangerous—just because their convictions were obtained in another country. Arguments to the contrary are weak, and, in some cases, overruled by the U.S. Supreme Court. The consequences of precluding sentence enhancement where the predicate convictions are foreign sidesteps the existing process for habeas review, and may lead to challenges of the constitutionality of an offense where benefit may be gained. To broadly exclude all predicate foreign offenses because of the possibility that some were unconstitutionally obtained should not be an option. It would lead to dangerous defendants with previous convictions being allowed to go free while individuals with domestic convictions would not. Both defendants are equally dangerous, and should be treated as such. The plain language and Congressional intent behind the purpose of the ACCA and referenced felony possession statute is meant to cover predicate foreign convictions. It is only by doing so that guns can be kept out of all dangerous criminals’ hands, not just some.

Any = all

US v Rodriguez: https://casetext.com/case/united-states-v-rodriguez-764

**This appeal presents the question of whether 18 U.S.C. § 3583(h), which covers the calculation of the maximum term of supervised release following revocation of a previous term of supervised release, requires that the term be reduced by all prior post-revocation terms of imprisonment imposed on the same underlying offense, or by only the most-recent term of imprisonment. The statute at issue reads as follows:** When a term of supervised release is revoked and the defendant is required to serve a term of imprisonment, the court may include a requirement that the defendant be placed on a term of supervised release after imprisonment. The length of such a term of supervised release shall not exceed the term of supervised release authorized by statute for the offense that resulted in the original term of supervised release, less **any term of imprisonment that was imposed upon revocation of supervised release**. 18 U.S.C § 3583(h). 1We hold that**, when imposing the maximum term of supervised release following revocation of a previous term of supervised release, 18** U.S.C. § 3583(h) requires that the term be reduced by all post-revocation terms of imprisonment imposed with respect to the same underlying offense, **not only by the most-recent term of imprisonment**. Accordingly, we REMAND the cause to the District Court for the limited purpose of entering a judgment that reduces defendant's term of supervised release by 128 days. BACKGROUND Defendant Samuel Rodriguez appeals the December 23, 2013, judgment of the District Court revoking his term of 20 months' supervised release and sentencing him to a two-year term of imprisonment, to be followed by a one-year term of supervised release. To understand the basis of defendant's appeal, a brief account of his recent criminal history is required. In 2009, Rodriguez pleaded guilty to one count of being a felon in possession of a firearm, in violation of 18 U.S.C. § 922(g), and one count of making false statements in a matter within the jurisdiction of the United States, in violation of 18 U.S.C. § 1001. Thereafter, Judge Gardephe sentenced Rodriguez principally to a 28–month term of imprisonment on each count, to run concurrently, followed by the maximum statutory three-year term of supervised release (the “2009 sentence”). .18 U.S.C. § 922(g) provides, in relevant part: It shall be unlawful for any person ... who has been convicted in any court of, a crime punishable by imprisonment for a term exceeding one year ... to ... possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce. .18 U.S.C. § 1001(a) provides, in relevant part: [W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title [or] imprisoned not more than 5 years.... On October 6, 2010, Rodriguez completed his term of imprisonment and commenced his period of supervision by the United States Probation Office (“Probation Office”). On March 1, 2012, the Probation Office submitted to the District Court a petition alleging that Rodriguez had violated several conditions of his supervised release and requesting the issuance of a bench warrant for his arrest and revocation of his supervised release. On June 12, 2012, Rodriguez was arrested and subsequently detained. On July 19, 2012, Rodriguez admitted to violating the conditions of his supervision and on October 17, 2012, Judge Gardephe revoked his supervised release and sentenced him to time served following this latest arrest— i.e., 128 days' imprisonment. Judge Gardephe also imposed a new term of 20 months' supervised release, with the special condition that Rodriguez complete 18 of the 20 months at a residential substance abuse and mental health treatment facility (the “2012 sentence”). On March 19, 2013, the Probation Office filed a petition alleging that Rodriguez had violated several conditions of his second term of supervised release. Judge Gardephe issued a summons ordering Rodriguez to appear in Court and, after he failed to appear, Rodriguez was once again arrested and thereafter detained on May 1, 2013. On June 24, 2013, Rodriguez appeared before Judge Gardephe and admitted to violating the terms of his release. On December 23, 2013, Judge Gardephe revoked Rodriguez's supervised release and sentenced him to a term of two-years' imprisonment to be followed by a new term of one-year of supervised release, with the special condition that Rodriguez complete that one-year term at a residential drug treatment center (the “2013 sentence”). Rodriguez now challenges the 2013 sentence. Rodriguez was sentenced to the two-year term of imprisonment pursuant to 18 U.S.C. § 3583(e). The statute authorizes a sentencing court to revoke a defendant's supervised release and require the defendant to “serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision, if the court, pursuant to the Federal Rules of Criminal Procedure applicable to revocation of probation or supervised release, finds by a preponderance of the evidence that the defendant violated a condition of supervised release, except that a defendant whose term is revoked under this paragraph may not be required to serve on any such revocation ... more than 2 years in prison if such offense is a class C or D felony....” The following table illustrates Rodriguez's various sentences: On appeal, defendant argues (1) that the District Court violated 18 U.S.C. § 3583(h) when it failed to reduce the one-year term of supervised release in the 2013 sentence by the aggregate prison terms imposed for all post-conviction violations ( i.e., 128 days from his 2012 sentence and two years from his 2013 sentence), and (2) that the District Court exceeded its sentencing discretion in its 2013 sentence by ordering Rodriguez's new one-year term of supervised release to be served in a mandatory residential substance abuse treatment center. DISCUSSION I. 18 U.S.C. § 3583(h) Rodriguez concedes that he did not object to his 2013 sentence when it was imposed, and thus we review for plain error. Under plain error review, “an appellate court may, in its discretion, correct an error not raised at trial only where the appellant demonstrates that (1) there is an ‘error’; (2) the error is ‘clear or obvious, rather than subject to reasonable dispute’; (3) the error ‘affected the appellant's substantial rights, which in the ordinary case means' it ‘affected the outcome of the district court proceedings'; and (4) ‘the error seriously affect[s] the fairness, integrity or public reputation of judicial proceedings.’ ” United States v. Marcus, 560 U.S. 258, 262, 130 S.Ct. 2159, 176 L.Ed.2d 1012 (2010) (quoting Puckett v. United States, 556 U.S. 129, 135, 129 S.Ct. 1423, 173 L.Ed.2d 266 (2009)). The imposition of a sentence that exceeds the statutory maximum qualifies as plain error. See United States v. Cadet, 664 F.3d 27, 33 (2d Cir.2011). Rodriguez argues, and the Government agrees, that the District Court erred in sentencing him in 2013 to an additional one-year term of supervised release because such a term does not properly account for the aggregated prison terms Rodriguez has served after repeatedly violating his supervised release requirements. Under 18 U.S.C. § 3583(h), when a district court imposes a new term of supervised release after a violation of supervised release, “[t]he length of such a term of supervised release shall not exceed the term of supervised release authorized by statute for the offense that resulted in the original term of supervised release, less any term of imprisonment that was imposed upon revocation of supervised release.” (emphasis supplied). In its brief, the Government conceded that “Rodriguez is correct that the one-year term of supervised release Judge Gardephe imposed in connection with his second violation should be reduced by 128 days.” Appellee's Br. at 14. **Although the statute does not explicitly require aggregation of all post-revocation terms of imprisonment imposed as a result of the same underlying offense,** every circuit that has considered this issue has concluded that such aggregation is required. See, **e.g., United States v. Zoran**, 682 F.3d 1060, 1063 (8th Cir.2012) (requiring aggregation of all post-revocation terms of imprisonment imposed on the same underlying offense); **United States v. Vera**, 542 F.3d 457, 462 (5th Cir.2008) (holding that under § 3853(h) the maximum allowable supervised release imposed following multiple revocations must be reduced by the aggregate length of any terms of imprisonment that have been imposed upon revocation); **United States v. Maxwell**, 285 F.3d 336, 342 (4th Cir.2002) (**concluding that “any term of imprisonment” must include “all post-revocation terms of imprisonment** imposed with respect to the same underlying offense.”). We agree with our sister circuits. This conclusion turns on the meaning of the word “any” in the statute. If we interpret “any” to include multiple terms of imprisonment then we would aggregate the various post-revocation prison sentences before subtracting that amount of time from a defendant's newly-imposed supervised release term. On the other hand, if we interpret “any” in a more limited manner, then a defendant would only have the prison term imposed after the most recent revocation subtracted from his supervised release term. **The Fourth Circuit, in United States v. Maxwell**, persuasively adopted the former interpretation, **explaining**: **When the word “any” is properly read in its § 3583(h) statutory context, Webster's Third New International Dictionary provides that the word “any” means “all.”** See id. at 97 (2d ed.1981). Specifically, **Webster's Third New International Dictionary provides that when the word “any” is “used as a function word to indicate the maximum or whole of a number or quantity,” for example, “give me [any] letters you find” and “he needs [any] help he can get,” the word “any” means “all.”** Id. Here, the word “any” in the phrase “ less any term of imprisonment that was imposed upon revocation of supervised release,” § 3583(h) (emphasis added), is obviously used as a function word to indicate the maximum or whole of a number or quantity just as the word “any” is used in the dictionary examples quoted above. 285 F.3d at 341. Thus, a plain reading of the reference to “any term of imprisonment” in the statute must include the prison term in the current revocation sentence together with all prison time served under any prior revocation sentences imposed with respect to the same underlying offense.

### AT PICs

1. Double bind – either pics are abusive and 1ar can win theory or pics aren’t abusive and that’s more ground you limit

2. Potential neg abuse doesn’t justify aff abuse – you don’t get to read 2 nibs just because I could’ve read 6 a prioris

3. Negating harder – [cross apply]

a. First and last word means persuasive advantage

b. infinite prep to frontline the aff

c. AC and 1ar can both establish new offense whereas I only have the NC

d. 2ar can collapse to one issue whereas the 2nr has to hedge its bets on multiple

4. I can still read a pic under your interp – [empirically proven since I just did]