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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

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LAMAR, ARCHER & COFRIN, LLP *v.* APPLING

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

No. 16–1215. Argued April 17, 2018—Decided June 4, 2018

Respondent R. Scott Appling fell behind on his bills owed to petitioner law firm Lamar, Archer & Cofrin, LLP, which threatened to withdraw representation and place a lien on its work product if Appling did not pay. Appling told Lamar that he could cover owed and future legal expenses with an expected tax refund, so Lamar agreed to continue representation. However, Appling used the refund, which was for much less than he had stated, for business expenses. When he met with Lamar again, he told the firm he was still waiting on the refund, so Lamar agreed to complete pending litigation. Appling never paid the final invoice, so Lamar sued him and obtained a judgment. Shortly thereafter, Appling and his wife filed for Chapter 7 bankruptcy. Lamar initiated an adversary proceeding against Appling in Bankruptcy Court, arguing that his debt to Lamar was nondischargeable pursuant to 11 U. S. C. §523(a)(2)(A), which bars discharge of specified debts arising from "false pretenses, a false representation, or actual fraud, other than a statement respecting the debtor's . . . financial condition." Appling moved to dismiss on the ground that his alleged misrepresentations were "statement[s] respecting the debtor's . . . financial condition," which §523(a)(2)(B) requires to be "in writing." The Bankruptcy Court disagreed and denied Appling's motion. Finding that Appling knowingly made two false representations on which Lamar justifiably relied and that Lamar incurred damages as a result, the court concluded that Appling's debt to Lamar was nondischargeable under §523(a)(2)(A). The District Court affirmed, but the Eleventh Circuit reversed, holding that a "statement respecting the debtor's financial condition" may include a statement about a single asset. Because Appling's statements were not in writing, the court held, §523(a)(2)(B) did not bar him from dis-

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charging his debt to Lamar.

Held: A statement about a single asset can be a "statement respecting the debtor's financial condition" under §523(a)(2). Pp. 4–15.

(a) The key word in the relevant statutory phrase here is the preposition "respecting." In ordinary usage, "respecting" means "concerning; about; regarding; in regard to; relating to." Lamar contends that the definitions "about," "concerning," "with reference to," and "as regards" denote a more limited scope than "related to." And under that more limited meaning, Lamar asserts, a formal financial statement providing a detailed accounting of one's assets and liabilities would qualify as "a statement respecting the debtor's financial condition," but a statement about a single asset would not. But the overlapping and circular definitions of these words belie the clear distinction Lamar attempts to impose. And the firm gives no example of a phrase in a legal context similar to the one at issue here in which toggling between "related to" and "about" has any pertinent significance.

Use of the word "respecting" in a legal context generally has a broadening effect, ensuring that a provision's scope covers not only its subject but also matters relating to that subject. Cf. *Kleppe* v. *New Mexico*, 426 U. S. 529, 539. Indeed, this Court has typically read the phrase "relating to"—one of respecting's meanings—expansively. See, *e.g.*, *Coventry Health Care of Mo., Inc.* v. *Nevils*, 581 U. S. ___, ___. Appling and the United States, as *amicus curiae*, accordingly advance an expansive interpretation here. This Court agrees with them that, given the ordinary meaning of "respecting," Lamar's statutory construction must be rejected, for it reads "respecting" out of the statute. See *TRW Inc.* v. *Andrews*, 534 U. S. 19, 31. Had Congress intended §523(a)(2)(B) to encompass only statements expressing the balance of a debtor's assets and liabilities, it could have so specified—*e.g.*, "statement of the debtor's financial condition." The Court also agrees that a statement is "respecting" a debtor's financial condition if it has a direct relation to or impact on the debtor's overall financial status. A single asset has a direct relation to and impact on aggregate financial condition, so a statement about that asset bears on a debtor's overall financial condition and can help indicate whether a debtor is solvent or insolvent. A statement about a single asset, thus, can be a "statement respecting the debtor's financial condition." Pp. 5–9.

(b) Lamar's interpretation would yield incoherent results. For instance, on Lamar's view, a misrepresentation about a single asset made in the context of a formal financial statement or balance sheet would constitute a "statement respecting the debtor's financial condition" and trigger §523(a)(2)(B)'s heightened nondischargeability requirements, but the same misrepresentation made on its own, or in

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the context of a list of some but not all of the debtor's assets and liabilities, would not. Lamar does not explain why Congress would draw such seemingly arbitrary distinctions. Pp. 9–10.

(c) The statutory history of the phrase "statement respecting the debtor's financial condition" corroborates this Court's reading. Between 1926, when the phrase was introduced, and 1978, when Congress enacted the Bankruptcy Code, Courts of Appeals consistently construed the phrase to encompass statements addressing just one or some of a debtor's assets or liabilities. When Congress used the materially same language in §523(a)(2), it presumptively was aware of this longstanding judicial interpretation and intended for the phrase to retain its established meaning. Pp. 10–11.

(d) Lamar's additional arguments are unpersuasive. First, Lamar contends that Appling's construction gives §523(a)(2)(B) an implausibly broad reach, such that little would be covered by §523(a)(2)(A)'s general rule rendering nondischargeable debts arising from "false pretenses, a false representation, or actual fraud." But §523(a)(2)(A) still retains significant function when the phrase "statement respecting the debtor's financial condition" is interpreted to encompass a statement about a single asset. See, *e.g., Husky Int'l Electronics, Inc.* v. *Ritz*, 578 U. S. ___, ___. Second, Lamar asserts that Appling's interpretation is inconsistent with the overall principle that the Bankruptcy Code exists to afford relief only to the "'honest but unfortunate debtor.'" *Cohen* v. *de la Cruz,* 523 U. S. 213, 217. The text of §523(a)(2), however, plainly heightens the bar to discharge when the fraud at issue was effectuated via a "statement respecting the debtor's financial condition." The heightened requirements, moreover, are not a shield for dishonest debtors. Rather, they reflect Congress' effort to balance the potential misuse of such statements by both debtors and creditors. See *Field* v. *Mans*, 516 U. S. 59, 76–77. Pp. 12–15.

848 F. 3d 953, affirmed.

SOTOMAYOR, J., delivered the opinion of the Court, in which ROBERTS, C. J., and KENNEDY, GINSBURG, BREYER, and KAGAN, JJ., joined, and in which THOMAS, ALITO, and GORSUCH, JJ., joined as to all but Part III–B.

SUPREME COURT OF THE UNITED STATES

No. 16–1215

LAMAR, ARCHER & COFRIN, LLP, PETITIONER *v.* R. SCOTT APPLING

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

[June 4, 2018]

JUSTICE SOTOMAYOR delivered the opinion of the Court.*

The Bankruptcy Code prohibits debtors from discharging debts for money, property, services, or credit obtained by "false pretenses, a false representation, or actual fraud," 11 U. S. C. §523(a)(2)(A), or, if made in writing, by a materially false "statement . . . respecting the debtor's . . . financial condition," §523(a)(2)(B).

This case is about what constitutes a "statement respecting the debtor's financial condition." Does a statement about a single asset qualify, or must the statement be about the debtor's overall financial status? The answer matters to the parties because the false statements at issue concerned a single asset and were made orally. So, if the single-asset statements here qualify as "respecting the debtor's financial condition," §523(a)(2)(B) poses no bar to discharge because they were not made in writing. If, however, the statements fall into the more general category of "false pretenses, . . . false representation, or actual fraud," §523(a)(2)(A), for which there is no writing

*JUSTICE THOMAS, JUSTICE ALITO, and JUSTICE GORSUCH join all but Part III–B of this opinion.

requirement, the associated debt will be deemed nondischargeable.

The statutory language makes plain that a statement about a single asset can be a "statement respecting the debtor's financial condition." If that statement is not in writing, then, the associated debt may be discharged, even if the statement was false.

I

Respondent R. Scott Appling hired petitioner Lamar, Archer & Cofrin, LLP (Lamar), a law firm, to represent him in a business litigation. Appling fell behind on his legal bills, and by March 2005, he owed Lamar more than $60,000. Lamar informed Appling that if he did not pay the outstanding amount, the firm would withdraw from representation and place a lien on its work product until the bill was paid. The parties met in person that month, and Appling told his attorneys that he was expecting a tax refund of "'approximately $100,000,'" enough to cover his owed and future legal fees. App. to Pet. for Cert. 3a. Lamar relied on this statement and continued to represent Appling without initiating collection of the overdue amount.

When Appling and his wife filed their tax return, however, the refund they requested was of just $60,718, and they ultimately received $59,851 in October 2005. Rather than paying Lamar, they spent the money on their business.

Appling and his attorneys met again in November 2005, and Appling told them that he had not yet received the refund. Lamar relied on that statement and agreed to complete the pending litigation and delay collection of the outstanding fees.

In March 2006, Lamar sent Appling its final invoice. Five years later, Appling still had not paid, so Lamar filed suit in Georgia state court and obtained a judgment for

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