No. 22-2828

In the United States Court of Appeals for the Seventh Circuit

DEBORAH BRUMIT AND ANDREW SIMPSON, Plaintiffs-Appellants,

v.

THE CITY OF GRANITE CITY, ILLINOIS, Defendant-Appellee.

On Appeal from the United States District Court
for the Southern District of Illinois (Civ. No. 19-1090)
(Hon. Staci M. Yandle)

SUPPLEMENTAL MEMORANDUM OF APPELLANTS

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INTRODUCTION

This Court has the power to decide this case. In the summer of 2019, the City of Granite City enforced its compulsory-eviction law against Debi Brumit and Andy Simpson. That June, it ordered the couple's landlord to evict them. It reaffirmed that order the next month. For the landlord, that was enough; under the threat of governmental sanctions, he complied without further coercion and issued a 30-day lease-termination notice. Only emergency relief in federal court forestalled the paramount harm of eviction; with a TRO against the City, and then a preliminary injunction, Brumit and Simpson would remain in the home until 2022, when they left Granite City and moved to Missouri.

No longer within city limits, the two no longer seek (or are entitled to) forward-looking relief. Dist. Ct. Doc. 136, at 1-2. Given the City's months-long enforcement campaign against them, however, a live controversy persists on damages. At no point have Brumit and Simpson sought to maximize their monetary recovery. Instead, they have sought nominal damages alone. That request for retrospective relief secures the federal courts' jurisdiction. *See TransUnion LLC* v. *Ramirez*, 141 S. Ct. 2190, 2208 (2021) ("[P]laintiffs must demonstrate standing . . . for each form of relief that they seek . . . ."); *see also Sierra Club* v. *EPA*, 774 F.3d 383, 389 (7th Cir. 2014) (noting that the standing

analysis must "assume that on the merits the plaintiffs would be successful in their claims" (citation omitted)). Granite City visited on the couple a particularized and concrete harm when it singled them out for enforcement. That alone violated their rights and would entitle them to at least nominal damages. On top of that, the complaint and the record show a range of additional concrete injuries that followed directly from those acts of enforcement: impairment of Brumit and Simpson's lease rights, time and resources spent trying to avert eviction, and stress and related harms. These harms are all ones that satisfy Article III's injury element. All are traceable to the City's enforcement of its compulsory-eviction law. And as for Article III redressability, it is satisfied by the couple's request for nominal damages. This case is important. *Farrar* v. *Hobby*, 506 U.S. 103, 121 (1992) (O'Connor, J., concurring) ("Nominal relief does not necessarily a nominal victory make."). The Court has jurisdiction, and the judgment below should be reversed.

ARGUMENT

This case presents a live controversy.

The complaint and the record show that appellants have suffered concrete past injuries. Those harms are traceable to Granite City's enforcement of its compulsory-eviction law, and nominal damages would redress them.

A. Granite City's enforcement of its compulsory-eviction law caused appellants concrete harms.

Debi Brumit and Andy Simpson seek retrospective relief in the form of nominal damages. Dist. Ct. Doc. 1, at 27-28. They have standing for either of two reasons. Most straightforwardly, Granite City invaded their legal rights when it ordered their landlord to evict them. That is a past cognizable harm and entitled them to seek (at least) nominal damages. Whether or not that act of enforcement alone conferred standing, the complaint and the record also show other harms that cement the couple's right to seek retrospective relief.

1. In enforcing its ordinance against appellants, the City invaded their legal rights.

Whether nominal damages may be awarded when a challenged law has never been enforced against the plaintiff remains an open question.[1] This case,

[1] *See, e.g.*, *Pool* v. *City of Houston*, 586 F. Supp. 3d 603, 630 (S.D. Tex. 2022) ("The question left open by *Uzuegbunam* is whether a policy limiting speech, without an incident of enforcement, is a 'completed violation of a legal right'

however, has never been a pre-enforcement challenge. Granite City actively singled out Debi Brumit and Andy Simpson for enforcement of its compulsory-eviction law. City police ordered their landlord to evict them. Appellants' App. 74. The City then reaffirmed that "[a] violation has occurred" and that the landlord "must begin eviction proceedings." Appellants' App. 86.

Those acts of enforcement amounted (in *Uzuegbunam*'s parlance) to a "completed violation" of the couple's constitutional rights. *Uzuegbunam* v. *Preczewski*, 141 S. Ct. 792, 802 (2021); *see also id.* ("[E]very violation [of a right] imports damage . . . ." (citation omitted; first alteration added)). This Court's precedent is not to the contrary. In a recent Section 1983 case, for example, the Court remarked on support for the proposition that "where a law recognizes a private right, a plaintiff asserting a violation of that right need not separately allege harm from that violation to have Article III standing." *Helbachs Café LLC* v. *City of Madison*, 46 F.4th 525, 529 (2022) (citing *TransUnion LLC* v. *Ramirez*, 141 S. Ct. 2190, 2216-17 (2021) (Thomas, J., dissenting)). On this view, "the offending act" alone "imports a harm to the party" and satisfies the injury requirement for damages. *Id.*; *see also id.*

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that can be redressed by nominal damages."); *see generally Uzuegbunam* v. *Preczewski*, 141 S. Ct. 792, 802 n.* (2021).

(reserving the question because the plaintiff had standing based on other harms); *see generally* Elizabeth Earle Beske, *Charting A Course Past* Spokeo *and* TransUnion, 29 Geo. Mason L. Rev. 729, 777 (2022) ("[T]he [Supreme] Court . . . appears to agree that violations of *some* private rights require no additional proof of harm . . . .").

These principles apply straightforwardly here. For each claim on appeal, the asserted constitutional violation was the City's act of ordering Brumit and Simpson's landlord to evict them. That was the City's "concrete and particularized" invasion of their legal rights. *Spokeo, Inc.* v. *Robins*, 578 U.S. 330, 339 (2016) (citation omitted). Any follow-on harms—for example, emotional distress or homelessness—would of course inform the calculation of overall compensatory damages, if sought. But those harms (to draw from statute-of-limitations tenets) would be the "continuing adverse consequence[s]" of the original violation: Granite City's issuing and reaffirming its compulsory-eviction demand. *Diliberti* v. *United States*, 817 F.2d 1259, 1264 (7th Cir. 1987); *see also, e.g.*, *RK Ventures, Inc.* v. *City of Seattle*, 307 F.3d 1045, 1058-61 (9th Cir. 2002) (holding that issuance of a notice of abatement was "the 'operative decision' for the purposes of triggering the § 1983 statute of limitations," not the later abatement hearing or the resulting sale of the property targeted).

The City's on-the-ground practices drive home the point. By July 2019, it had taken every step necessary to enforce its compulsory-eviction law against Brumit and Simpson. It had issued its notice demanding that their landlord evict them. It had reasserted that demand in an "ORDER." Appellants' App. 85-86. And faced with the threat of license revocation and fines (Appellants' Br. 7), the couple's landlord had begun complying without further coercion. Dist. Ct. Doc. 1, at ⁋⁋ 92-93, 99-100 (V. Compl.).[2] (At no point in the acting Crime Free Housing officer's tenure, in fact, had the City ever had to take the further step of revoking a landlord's license to compel compliance. Appellants' App. 72.) That a federal-court TRO would later forestall the paramount harm of eviction does not erase the fact that the City violated appellants' constitutional rights when it enforced its law against them. That coercive act was a harm cognizable under Article III, and it secures their standing to seek retrospective relief. *Cf. Uzuegbunam*, 141 S. Ct. at 802 ("Uzuegbunam

[2] *See also* Dist. Ct. Doc. 8-3, at ⁋ 12 (Baker Decl.) ("I . . . am not in a position to pay steep fines, and so I have taken steps to comply with the law (though I have not done so willingly or eagerly)."); Dist. Ct. Doc. 8-3, at ⁋ 17 ("[M]y position is that I will evict Debi and Andy if I have to do so in order to avoid punishment of my own, and my current understanding is that I will be punished if I do not evict Debi and Andy.").

experienced a completed violation of his constitutional rights *when respondents enforced their speech policies against him*." (emphasis added)).[3]

2. The City's enforcement caused appellants additional concrete injuries.

In any event, both the complaint and the record detail other injuries beyond the compulsory-eviction demand. Whether or not Granite City's act of enforcement alone conferred standing for backward-looking relief, the additional injuries surely do. *See Helbachs Café LLC*, 46 F.4th at 529 (declining to decide whether the city's allegedly unconstitutional enforcement alone

[3] *See also Lippoldt* v. *Cole*, 468 F.3d 1204, 1217, 1220-22 (10th Cir. 2006) (holding that plaintiffs could obtain nominal damages for town's denial of parade permits, even though they had secured a temporary restraining order enabling them to hold the parades on the requested dates); *Comm. for First Amend.* v. *Campbell*, 962 F.2d 1517, 1519, 1526-27 (10th Cir. 1992) (holding that plaintiff could seek nominal damages for school's order forbidding the showing of a film, even though the school promptly rescinded it and allowed "the showing of the film on the originally scheduled dates"); *Familias Unidas* v. *Briscoe*, 619 F.2d 391, 397, 402 (5th Cir. 1980) (holding that group could seek nominal damages when official issued an order demanding disclosure of the group's members, but swiftly withdrew it before any "response had been made" or "sanctions for noncompliance . . . imposed"); *Davis* v. *Village Park II Realty Co.*, 578 F.2d 461, 462, 463 (2d Cir. 1978) (holding that constitutional challenge to eviction notice was not mooted by housing project's withdrawal of notice and reasoning, in part, that even "[i]f the wrong complained of is a mere technical violation of the plaintiff's constitutional rights and she is unable to prove actual damage, she would nevertheless be entitled to a recovery of nominal damages"); *accord Calhoun* v. *DeTella*, 319 F.3d 936, 942 (7th Cir. 2003) ("[N]ominal damages are awarded to vindicate rights, not to compensate for resulting injuries . . . .").

conferred standing where the record showed "concrete injury beyond the dismissed citations and abandoned Notice").

a. Impairment of contractual rights

Because of Granite City's enforcement of its compulsory-eviction law, Brumit and Simpson suffered a direct impairment of their contractual rights. At the time, they occupied their home under a month-to-month lease agreement. Dist. Ct. Doc. 1, at ⁋ 51 (V. Compl.) ("Debi and Andy rent their home at 7 Briarcliff Drive from Clayton Baker on a month-to-month basis."); *see also* Dist. Ct. Doc. 8-3, at ⁋ 3 (Baker Decl.); Dist. Ct. Doc. 79-2, at 25 (Simpson Dep.) ("A. That means he would come by the house at the end of the month and pick up the rent."). Under compulsion from the City, their landlord issued them a 30-day termination notice mid-September 2019. Dist. Ct. Doc. 1, at ⁋⁋ 92-93; Dist. Ct. Doc. 8-3, at ⁋ 13; Dist. Ct. Doc. 77-2, at 96-99 (Brumit Dep.).

That notice materially altered the couple's contractual rights. With the notice served, the couple had the contractual right to occupy their home only until October 31, the end of the next full period of their month-to-month tenancy.[4] Had their landlord *not* been compelled to issue the 30-day notice, by

[4] *See generally* 735 Ill. Comp. Stat. 5/9-207(b); 24 John Bourdeau et al., Ill. Law and Prac., Landlord and Tenant § 128 (2023 update) ("The required notice

contrast, their contractual rights would have been greater; come October 1 (still before this case began) they would have had the right to occupy the home through at least November 30, the end of the next full period of their tenancy. Although the district court's preliminary injunction would later revive their month-to-month tenancy, the City's enforcement directly impaired their contractual rights in the days leading up to the filing of this case. That is injury enough to secure standing. *Cf. Helbachs Café LLC*, 46 F.4th at 529 (holding that business had standing to seek damages for "dismissed citations and abandoned Notice" because its landlord decided not to renew its lease due to those enforcement steps).

b. Time and resources

i. After receiving the City's compulsory-eviction demand, Brumit and Simpson also devoted substantial time and resources responding to the demand and trying to avert the eviction. Brumit spent time (and, for that matter, paper) on a "grievance" requesting that the compulsory-eviction demand be withdrawn. Dist. Ct. Doc. 1, at ⁋ 75 (V. Compl.); Dist. Ct. Doc. 77-2, at 62-66 (Brumit Dep.). She traveled to city hall to deliver the grievance. Dist. Ct.

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must be given not later than the last day of the month preceding the month at the end of which the tenancy is sought to be terminated.").

Doc. 1, at ⁋ 75; Dist. Ct. Doc. 77-2, at 67-68. She and Simpson traveled to city hall again, the next month, to attend the grievance hearing. Dist. Ct. Doc. 1, at ⁋⁋ 76-79; Dist. Ct. Doc. 77-2, at 70-75. At the hearing, they faced intrusive questions from city police about their living arrangements. Dist. Ct. Doc. 1, at ⁋⁋ 81-83; Dist. Ct. Doc. 77-2, at 74-75; Dist. Ct. Doc. 125-14, at 12 (Parkinson Dep.). Both before and after the hearing, Brumit also devoted time to communicating with their landlord, to researching, and to "looking for help" on the internet. Dist. Ct. Doc. 77-2, at 61-62, 80-81, 99, 100-01.

These burdens trace directly to the City's enforcement of its ordinance.[5] They predate this lawsuit. And if the ordinance were to be held unconstitutional, they would be precisely the sort of harms that are redressable in federal court—through either compensatory damages or nominal. *Cf. Uzuegbunam*, 141 S. Ct. at 802 (noting that seeking "one dollar in compensation for a wasted bus fare to travel to the free speech zone" would support standing for compensatory damages). In fact, this Court has taken as given that the "time,"

[5] *See, e.g.*, Dist. Ct. Doc. 77-2, at 149-50 (Brumit Dep.) ("Q We were talking about the notice you received in June of 2019 that started all this off. If you had not received that notice from Granite City, would you have had to request a hearing at City Hall? A No. Q Would you have had to prepare for the hearing at City Hall? A No. Q Would you have had to physically travel to City Hall for that hearing? A There wouldn't have been a hearing.").

"mileage," and "out-of-pocket expenses" incurred in traveling to city hall—in Granite City, no less—to defend against an unconstitutional ordinance is properly compensable with damages in a federal action challenging the ordinance's constitutionality. *Horina* v. *City of Granite City*, 538 F.3d 624, 637 (7th Cir. 2008) (reversing damages award only because "the evidence relevant to the calculation" was insufficient); *cf. Craftwood II, Inc.* v. *Generac Power Sys., Inc.*, 920 F.3d 479, 481 (7th Cir. 2019) (holding that plaintiffs had standing to seek damages based on the paper and toner used to print unsolicited faxes and the time spent reading them).

The time and resources detailed above are no less concrete and no less traceable to the City's enforcement of its ordinance here. At base, Brumit and Simpson spent their limited time, effort, and resources desperately trying to avert an unconstitutional eviction ordered by Granite City—before at last resorting to federal court. *Cf. Bradley* v. *Vill. of Univ. Park*, 929 F.3d 875, 880 (7th Cir. 2019) ("[Section] 1983 plaintiffs need not exhaust state-law remedies before asserting their federal rights."). That is a cognizable past injury much like the "time, money and effort" that supported standing in yesterday's *Mack* v. *Resurgent Capital Services, L.P.* No. 21-2792, 2023 WL 3861896, at *6-7 (7th Cir. June 7, 2023); *see also id.* at *7 ("[A] party whose rights have been

invaded can always recover nominal damages without furnishing any evidence of actual damage." (citing *Uzuegbunam*, 141 S. Ct. at 800-02)).

The couple's measures would support standing, too, even were the Court to subscribe to the (in our view, incorrect) position that their constitutional violations would have materialized only if an eviction had come to pass. Given the City's enforcement, the couple's eviction was "imminent" in the summer of 2019, meaning the steps they took to avert it would "qualify as 'actual injuries'" in their own right and would support retrospective relief. *Lewert* v. *P.F. Chang's China Bistro, Inc.*, 819 F.3d 963, 967 (7th Cir. 2016) ("[M]itigation expenses qualify as 'actual injuries' only when the harm is imminent . . . ."); *Florence* v. *Ord. Express, Inc.*, No. 22-cv-7210, 2023 WL 3602248, at *6 (N.D. Ill. May 23, 2023) (collecting authority for the view that "[t]he costs of mitigating an imminent risk of future harm can provide standing to support claims for both damages and injunctive relief, which is consistent with *TransUnion*").

ii. At oral argument, one member of the panel likened the above expenditures of time and resources to the expense of hiring an attorney for this later federal lawsuit. Oral Arg. 1:41-2:10. That analogy is inapt. It is certainly true that the expense of litigating a case in federal court cannot generate the Article III controversy for that same case; "a plaintiff cannot achieve standing

to litigate a substantive issue by bringing suit for the cost of bringing suit." *Steel Co.* v. *Citizens for a Better Env't*, 523 U.S. 83, 107 (1998). The time and resources detailed above, however, all "were incurred prior to th[is] litigation," *id.*, rather than being "only a byproduct of the suit itself," *Diamond* v. *Charles*, 476 U.S. 54, 70-71 (1986). They are directly traceable to the City's enforcing its ordinance against appellants. And they "assuredly support Article III standing" for backward-looking relief. *Steel Co.*, 523 U.S. at 107-08; *accord Mack*, 2023 WL 3602248, at *6-7 (distinguishing between the non-recoverable expenses necessary to bring oneself within the scope of the underlying statute and other expenses recoverable as damages); *Hurst* v. *Caliber Home Loans, Inc.*, 44 F.4th 418, 423 (6th Cir. 2022) (holding, in RESPA case, that the costs of defending a dismissed foreclosure action "do not raise typical standing concerns because the harm has already materialized, and the plaintiff cannot manufacture standing simply by filing a new lawsuit").[6]

[6] In a 2017 decision, this Court posited that a plaintiff challenging a Chicago texting-while-driving law "seem[ed] to have no viable claim for damages" and could not claim standing for retrospective relief based on having "litigated her ticket in the [municipal] administrative court" in the past. *Simic* v. *City of Chicago*, 851 F.3d 734, 739. That plaintiff's claims for relief appear to have been inscrutable. *See id.* at 737 (noting that the plaintiff sought "damages in excess of one million dollars" based on the theory that the law "somehow violates the United States Constitution because it exceeds the powers the State

c. Stress and unemployment

The summary-judgment record bears out other harms as well. *See Helbachs Café LLC*, 46 F.4th at 529 (examining "[t]he facts in the summary judgment record" to confirm standing for damages). At deposition, for example, Debi Brumit testified to the toll the City's enforcement visited on her:

> Q (by Ms. Phillips) I think I have just two more questions at the moment, and again I appreciate your time today. How would you say that you were injured or damaged by that Notice of Violation in June of 2019?
>
> A It put a lot of stress on the shoulders. I mean, I had a job and kids that I was already taking care of and then I had the worry of leaving -- having to leave within 30 days.
>
> Q Okay.
>
> A So there was -- yeah.
>
> Q So stress or fear about the potential of having to find a new house?
>
> A Yeah, about -- yeah.

Dist. Ct. Doc. 77-2, at 147-48.

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of Illinois has granted to the City of Chicago"). She also does not appear to have contested that she had been ticketed under "a facially valid city ordinance." *Id.* at 740. Here, by contrast, appellants were targeted by a compulsory-eviction demand that, they maintain, Granite City "had no right to bring in the first place." *Bouye* v. *Bruce*, 61 F.4th 485, 490 (6th Cir. 2023); *cf. id.* (holding that having to defend against an invalid proceeding "establishes a concrete injury that meets the injury-in-fact requirement"). In any event, the other harms detailed above (at 3-9) and below (at 13-15) independently suffice to secure appellants' standing.

The "stress of all of it," Brumit testified, even contributed to her quitting her job that August, after the City reaffirmed its eviction demand in July:

> Q (by Ms. Phillips) Deborah, I -- and I don't want to have to rehash this. I just want to be sure that I'm clear. I asked you right before we went off the record did your job loss in August of 2019 -- do you relate that to what's been -- we've been talking about here today?
>
> A Some -- to a certain degree I do.
>
> Q Okay. Tell me about that. What do you mean by that?
>
> A Just the stress of all of it, not knowing what's going to happen. That was part of the -- that was one of the stressors that was going on in my life that there was -- there was just too much and the only things that couldn't take care of themselves were the kids, so I dropped everything that I could.

Dist. Ct. Doc. 77-2, at 134-35. These harms, too, trace (at least in part) to Granite City's enforcement of its ordinance against Brumit and Simpson. And like the other harms detailed above, they are cognizable injuries for retrospective relief. *See Memphis Cmty. Sch. Dist.* v. *Stachura*, 477 U.S. 299, 307 (1986); *see also Horina*, 538 F.3d at 637-38.

B. Nominal damages appropriately redress appellants' harms.

The harms detailed above amount to "a completed violation of [appellants'] constitutional rights." *Uzuegbunam*, 141 S. Ct. at 802. They also are directly traceable to Granite City's enforcement of its compulsory-eviction law. Rather than build a record to try to prove compensatory damages for each

of their harms, however, appellants elected to seek nominal damages instead. That "satisfies the redressability element of standing" and secures the federal courts' power to resolve this case. *Id.*; *see also Mack*, 2023 WL 3861896, at *7.

More broadly, this case also illustrates *why* nominal damages are a key form of relief. Constitutional violations like Granite City's often yield harms that are hard to quantify with the degree of evidence needed to support compensatory damages. *See, e.g.*, *Horina*, 538 F.3d at 636-38. Other categories of damages (for example, related to mental anguish or distress) can expose plaintiffs to invasive discovery. *See, e.g.*, *Pease* v. *Ace Hardware Home Ctr.*, 498 N.E.2d 343, 351 (Ill. App. Ct. 1986) (describing cross-examination about the frequency of plaintiff's sexual intercourse with her husband); *cf. Brumit* v. *City of Granite City*, No. 19-cv-1090, 2022 WL 11752417, at *1 (S.D. Ill. Oct. 20, 2022) (cataloguing defendant-side discovery practices "indicative of bad faith" even in this nominal-damages action). For these reasons, plaintiffs who have suffered concrete injuries may rationally "choose[] not to quantify th[eir] harm in economic terms." *Uzuegbunam*, 141 S. Ct. at 802. For them, nominal damages are a valid, if partial, form of redress.

These principles have special force in a case like this one. "Unlike most private tort litigants, a civil rights plaintiff seeks to vindicate important civil

and constitutional rights that cannot be valued solely in monetary terms." *Blanchard* v. *Bergeron*, 489 U.S. 87, 96 (1989) (citation omitted). Against that backdrop, nominal damages play a distinctively important role, guaranteeing "enough for standing to fight out a question of principle." *See United States* v. *SCRAP*, 412 U.S. 669, 689 n.14 (1973) (citation omitted); *see also* Oral Arg. 41:03-41:27. Here, for example, Granite City has persistently defended its prerogative to make law-abiding citizens homeless. Illinois persists as ground zero for compulsory-eviction laws like Granite City's. *See* Appellants' Br. 19-20. These laws persist in visiting irreparable harms on innocent people; particularly for low-income families, being forced to pick up and move is often debilitating.[7] Simply—and beyond "the value of a civil rights remedy" to Brumit and Simpson—the "public as a whole has an interest" in the federal courts'

[7] *See*, *e.g.*, Dist. Ct. Doc. 1, at ⁋ 103 ("Debi and Andy do not have the resources to immediately rent another home . . . ."), ⁋ 104 ("If Debi and Andy were to be evicted, they would likely need to rely on charity from family to avoid rendering themselves homeless."), ⁋ 105 ("Being forced out of their home would also make it more difficult to continue caring for Debi's two grandchildren."); *see generally* HUD Office of Policy Development & Research, *Affordable Housing, Eviction, and Health* (Summer 2021) ("A major life event and social stressor, eviction has been associated with an increase in all-cause mortality, higher mortality rates in several substance use categories, and a likelihood of committing suicide that is four times higher than that of people who have not experienced eviction, controlling for demographic, socioeconomic, and mental health factors." (footnotes omitted)), https://tinyurl.com/2p8ej7cf.

vindicating the rights at issue here. *City of Riverside* v. *Rivera*, 477 U.S. 561, 574 (1986) (plurality opinion) (citation omitted). The controversy remains live, the issues are important, and this Court has the power to decide the case.

CONCLUSION

The Court has jurisdiction, and the district court's judgment should be reversed.

Dated: June 8, 2023.

Respectfully submitted,

/s/ Samuel B. Gedge

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CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and Cir. R. 32(b) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point Century Expanded font.

Dated: June 8, 2023.

/s/ Samuel B. Gedge
Samuel B. Gedge

Counsel for Appellants

CERTIFICATE OF SERVICE

I hereby certify that on June 8, 2023, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Seventh Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

/s/ Samuel B. Gedge
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