UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ST. VINCENT CATHOLIC CHARITIES,

Plaintiff,

v.

INGHAM COUNTY BOARD OF COMMISSIONERS,

Defendant.

Civil No. 1:19-CV-1050

PLAINTIFF'S REPLY IN SUPPORT OF ITS MOTION FOR PRELIMINARY INJUNCTION

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INTRODUCTION

The Board labors mightily to claim that St. Vincent suffered no injury from the threat not to renew its Refugee Health Services Contract, that it suffered no harm from the loss of the Community Agencies Grant, and that the Health Center Interpreting Contract doesn't exist. None are true. The loss of any one of these would justify a preliminary injunction, and St. Vincent has lost one, faces replacement on another, and the Board is trying to make the third disappear.

Its factual arguments stripped away, the Board has nothing to offer on the law. It fails to rebut St. Vincent's demonstration of retaliation. Despite Supreme Court precedent holding the exact opposite, the Board urges the Court to overlook the Board's own statements when acting against St. Vincent. It claims that it has not infringed St. Vincent's speech, citing precisely zero precedent. It makes various overstated claims of immunity, asks for a bond and legal fees, and predicts a parade of horribles if this Court were to order the Board to do what it should have done in the first place: follow the Constitution.

The Board is cutting off services to refugees to penalize St. Vincent for its religious beliefs and for having the temerity to defend them in this

Court. Since filing its Response, Ingham County has informed St. Vincent that it plans to do exactly as feared: terminate the Health Center Interpreting Contract as of Jan. 31. The Court should grant the injunction to ensure that these critical refugee services continue, and to ensure that the Board is on notice of the fact that it must govern within the bounds of the Constitution.

ARGUMENT

I. The facts show the need for a preliminary injunction.

Ingham County continues to make good on its threats. It has informed St. Vincent that the Health Center Interpreting Contract ($40,000) will not renew Jan. 31. Supp. Harris Decl. Ex. H. This communication occurred after the Board repeatedly told this Court that this contract doesn't even exist. *See, e.g.*, Resp. PageID.167 ("This contract is the only contract between the parties, and there is no additional $40,000 contract under consideration for renewal this month (or at any other time)."); Resp. PageID.163 ("The Board approved the renewal of the only contract existing between the parties during the time of the *Buck* lawsuit"). The contract is attached as Supp. Harris Decl. Exhibit A, with the signatures of the Board chair and opposing counsel's firm.

The Health Center Interpreting Contract is real and was set to renew Jan. 31. Supp. Harris Decl. Ex. A at 14 ("Agreement Period and Termination"). This is confirmed by its plain terms and communications from the Health Department to St. Vincent. Supp. Harris Decl. Ex. G. Out of court, the County now claims that in November, it combined the prior Refugee Health Services Contract (for $128,250) and the Health Center Interpreting Contract (for $40,000) into a single, $128,000 contract. Supp. Harris Decl. Ex. H. But the FY2020 $128,000 contract (Supp. Harris Decl. Ex. D) says nothing about terminating the Health Center Interpreting Contract, nor did the resolution passed by the Board. Resp. Ex. 2 Page.ID183-184, ECF No. 16-2.[1] These are different contracts, with different services, different funding, and different time periods.[2] The FY2020 Refugee Health Services Contract did not increase

[1] If the County means to suggest it terminated the Health Center Interpreting Contract on Oct. 31, it did so without notice and is in breach. *See* Supp. Harris Decl. Ex. A at 14 (notice provision).

[2] *Compare* Supp. Harris. Decl. Ex. E at 1 (Oct.-Sept.) *with* Supp. Harris Decl. Ex. A at 14 (Feb.-Jan.). In fact, the FY2020 budget actually decreases the hours/week for interpreters to 50.8 from the FY2019's 58 hours/week. See Supp. Harris Decl. Ex. D at 24; Ex. F. The Health Center Interpreting Contract included an additional 41 hours/week for interpreters. Ex. C at 4.

the FY2019 amount to cover any additional services.[3] The scope included in the Refugee Health Services Contracts for FY2019 and FY2020 is virtually identical—it does not roll in the expanded services from the Health Center Interpreting Contract.[4] After insisting that the contracts didn't even exist, the County is now attempting to claim that the Health Center Interpreting Contract was canceled in November—at the same meetings where the Board disparaged St. Vincent. The Board's assertion that no contract renewal is happening on Jan. 31 compounds the evidence of religious targeting and confirms the need for injunctive relief.

It is true, as the Board's Response notes, that this contract is no longer a subcontract subject to a master contract between Ingham County and MDHHS. St. Vincent previously stated that the Refugee Health Services Contract was subject to the *Buck v. Gordon* injunction because it is a subcontract with MDHHS. Plaintiff made this assertion based upon the FY2019 contract, which states it is a subcontract subject to a master

[3] Supp. Harris Decl. Ex. E at 3 ("Compensation and Budget"); Ex. D at 3 ("Compensation and Budget").

[4] *See* Supp. Harris Decl. Ex. E at 26-27 (scope of work for FY2019); Ex. D at 20-21 (proposed scope of work for FY2020); Ex. C at 2 (different scope of work for Health Center Interpreting Contract).

contract with MDHHS. *See* Supp. Harris Decl. Ex. E at 1. On January 12, 2020, after the Response was filed, St. Vincent received a draft FY2020 contract, which indeed changes that arrangement. Second Harris Decl. ¶ 9 & Ex. D. The undersigned regrets any confusion. The fundamental point remains the same, however: Ingham County only renewed St. Vincent's contract under threat of injunction proceedings. Br. PageID.103. If the *Buck* injunction is inapplicable, that only reinforces the need for injunctive relief here.

The Board's attempt to contest the facts regarding the Community Agencies Grant fares no better. The Board insists that St. Vincent lost its grant because it sought funding for program staff salaries and benefits. Resp. PageID.159. The Board says it reallocated $3,750 from St. Vincent to Refugee Development Center (RDC) because "that portion of the funds awarded to the [RDC] will be used for food and other direct assistance to program beneficiaries."[5] *Id.* But according to the Board's own exhibits,

[5] St. Vincent would provide refugees with home purchasing and maintenance assistance, language services, and job training—all of which facilitate clothing, food, and shelter. Compl. Ex. A PageID.44, ECF No. 1-1. The fact that St. Vincent must pay employees to provide these services does not make those costs "overhead." Resp. PageID.170. It just means St. Vincent provides services, not goods.

RDC sought only $1,000 for "direct services"—this means that the remaining $11,250 awarded by the Board went to RDC's salaries and benefits. Resp. Ex. 7 PageID.207, ECF No. 16-7. And since the Board was already allocating well in excess of $1,000 to RDC, the additional $3,750 denied to St. Vincent because it might go to salaries and benefits was sent to RDC—where it covers salaries and benefits.

The Board highlights that St. Vincent had not sought grants for 2015 or 2016. But the Board omits the salient facts: Since 2016, the only agency to receive less than the Controller recommended is St. Vincent in 2019, and the only timely applicant to receive nothing at all is St. Vincent in 2019.[6] This happened even as the Board authorized up to $17,300 out of its contingency fund (Compl. Ex. A PageID.36) to, as Commissioner Tennis put it, try "to make everyone happy." Br. PageID.79.

Most importantly, the Board never denies the central facts supporting the need for relief. The Board doesn't deny that its members called St.

[6] *See* Supp. Windham Decl., Ex. D (2016 resolution adopting controller's recommendation for every grant); Ex. E (2017 resolution departing from controller's recommendations only to provide additional grants to late applicants); Ex. F (2018 resolution adopting controller's recommendation for every grant).

Vincent "morally bankrupt," falsely accused it of family separation to send children to "Christian white families," repeatedly criticized its "anti-LGBTQ" beliefs, and openly discussed canceling contracts with St. Vincent because of its lawsuit against Michigan.[7] Br. PageID.74-76, 78, ECF No. 5-2. Nor does the Board deny that its members directed the Health Department to find alternatives to working with St. Vincent, that only St. Vincent was denied 2020 grant funding, or that St. Vincent must come before the Board again for contract and grant funding this fall. *Id.* at PageID.76, PageID.81-82.

Rather than disavow the inflammatory statements, the Board's Response doubles down. "[T]he County is not mandated or obligated by state or federal law to provide refugee relocation services" at all, so St. Vincent has no recourse, and the Board now accuses St. Vincent of "predations on the public fisc." Resp. PageID.171, 173, ECF No. 16. The Board's targeting is obvious, and the need for injunctive relief is clear.

[7] St. Vincent hired a court reporter to produce transcripts of the relevant Board meetings, based upon the publicly available audio recordings. *See* Supp. Windham Decl. Those transcripts are provided as a demonstrative exhibit for the convenience of the Court and parties.

II. The Court should grant the preliminary injunction.

A. St. Vincent is likely to succeed on its First Amendment retaliation claim.

St. Vincent has satisfied all three elements of its First Amendment targeting claim, showing a clear likelihood of success on the merits. *First*, the Board does not dispute—and instead admits—that St. Vincent engaged in protected First Amendment conduct. Resp. PageID.163. *Second*, the undisputed facts show that the Board took adverse action against St. Vincent, and the law makes clear that the Board's actions would deter a person of ordinary firmness from exercising her rights. *Hill v. Lappin*, 630 F.3d 468, 472 (6th Cir. 2010). The Board disagrees but fails to dispute the facts. It does not dispute that St. Vincent's contract was initially set to be cut in half, or that the Board directed the Health Department to find a new provider. Br. PageID.76-78. Nor does the Board dispute that St. Vincent was the only agency denied a Community Agencies Grant. *Supra* pp. 5-7. These are plainly adverse actions. *See Fritz v. Charter Twp. of Comstock*, 592 F.3d 718, 726 (6th Cir. 2010); Br. PageID.86-87.

Third, St. Vincent put forward substantial evidence that the Board's adverse actions were "motivated at least in part by [St. Vincent's]

protected conduct." *Hill*, 630 F.3d at 475; Br. PageID.74-81, 83, 89. The Board offers no rebuttal to this evidence. When assessing "an official's retaliatory motive," the "disparate treatment of similarly situated individuals" and "temporal proximity" between the protected conduct and the adverse action can demonstrate a causal connection. *Hill*, 630 F.3d at 475-76. Here, not only is there disparate treatment and temporal proximity—there is direct, unrebutted evidence.

Disparate treatment. It is undisputed that St. Vincent was the *only* agency whose grant was cut. In fact, despite taking issue with the using words like "terminate" or "cancel[]" to describe St. Vincent's loss of an annual grant (Resp. PageID.158), the Board concedes the following: "In lieu of awarding $4,500 to St. Vincent, the Board *increased funding* for both Haven House and Refugee Development Services by $4,500." *Id.* at PageID.159 (emphasis added). Nor do the Board's attempts to distinguish St. Vincent's request from that of other agencies hold water. *See supra* pp. 5-6.

Temporal proximity. The temporal proximity between St. Vincent's conduct and the Board's adverse actions is both undisputed and undeniable. Within about three weeks, four Commissioners made

disparaging comments about St. Vincent's religious beliefs and lawsuit, the Human Services Committee instructed the Health Department to find another refugee services provider, and the Board voted to deny St. Vincent (and only St. Vincent) a Community Agencies Grant. Br. PageID.74-81.

Direct evidence. The Commissioners' own statements attest to their retaliatory motivation, attempting to cut ties with St. Vincent *despite* insisting that St. Vincent "provides valuable services to the refugee community in Ingham County," Resp. PageID.157. St. Vincent catalogued the hostile statements at length. Br. PageID.74-76. As Commissioner Tennis made clear, "[t]he issue at hand is regarding other areas of St. Vincent's work and litigation pending against the State that goes against the principles of many of us on this Board." *Id.* at PageID.89.

The Board does not deny these statements or contest their meaning, merely claiming they are "not relevant." Resp. PageID.166-167. But viewed alongside the undisputed facts above, the statements made by Commissioners Stivers, Morgan, Tennis, and Sebolt confirm that the

Board's adverse actions were "motivated at least in part by" St. Vincent's protected conduct. *Hill*, 630 F.3d at 475.[8]

Taken together, the facts confirm the following: When the Board could take costless action to defund St. Vincent, it did so. But when it had no other option, the Board reluctantly renewed St. Vincent's contract while seeking out an alternative provider. This pattern is reinforced by the Board's mid-litigation insistence that the Health Center Interpreting Contract's $40,000 has vanished, but St. Vincent should do the same work. *Supra* pp. 2-4. The Board has retaliated and will continue to retaliate absent an injunction.

B. St. Vincent is likely to succeed on its free exercise claim.

The Board has failed to come to grips with the evidence of its religious targeting. Indeed, it has ignored the key case, *Masterpiece*. As this Court knows, that Supreme Court case found a free exercise violation partially

[8] *Scarbrough* is inapposite. *Scarbrough* stands for the uncontroversial point that the protected conduct had to be "a substantial factor in the Board's decision," and that if the Board "would have taken the same action absent" the protected conduct, that is not sufficient to show causation. *Scarbrough v. Morgan County Bd. of Educ.*, 470 F.3d 250, 262 (6th Cir. 2006). Here, St. Vincent has shown that the *only* plausible reason for the Board's actions is its animosity toward St. Vincent's protected activity, satisfying the causation requirement.

based on "government decision-makers" making "disparaging statements . . . regarding particular religious beliefs." *Buck v. Gordon*, No. 1:19-cv-286, 2019 WL 4686425, at *15 (W.D. Mich. Sept. 26, 2019).

The Board dances around *Masterpiece* by arguing: (1) "there were no contemporaneous statements" of hostility when St. Vincent's grant request was denied (Resp. PageID.169); (2) the Board's decision to ignore the County Controller's recommendation is irrelevant (*id.*); (3) the Board's explanation for denying the Grant is "legitimate" (*id.* at PageID.170); and (4) the religious hostility was only evidenced by "two Commissioners," *id.* at PageID.171. The Board also attempts to limit the issues to the grant, ignoring the directive to find alternative providers and the entire existence of the Health Center Interpreting Contract. *Id.* Indeed, the Board's free exercise discussion never references *Masterpiece*. *See id.* at PageID.168-172.

The Board purports to "account[] for" *Masterpiece* in a footnote addressing a Sixth Circuit decision about unlawful retaliation. *Id.* at PageID.166 n.5. But a Sixth Circuit decision predating *Masterpiece* by

twelve years cannot "account[] for" it. *Masterpiece* is about the Free Exercise Clause's neutrality requirement, not unlawful retaliation.[9]

Masterpiece squarely applies. First, the religious hostility at the November 4 meeting is part of "the historical background of the decision under challenge," and "the specific series of events leading to" the denial of St. Vincent's grant. *Masterpiece Cakeshop, Ltd. v. Colo. Civil Rights Comm'n*, 138 S. Ct. 1719, 1731 (2018) (enumerating factors in neutrality assessment). As in *Masterpiece*, those comments were never disavowed. Indeed, Commissioner Tennis affirmed them eight days later. He said the Board only reauthorized St. Vincent's Refugee Health Services Contract because the Board could not find a replacement in time—describing this as a "truly horrible" "situation," as the Board would have to work with St. Vincent "against the principles of many of us on this Board." Br. PageID.78, 89. As the Board now admits, the Board *was* able to find

[9] In a footnote, the Board omits any reference to *Masterpiece* when attempting to trivialize the use of "contemporaneous statements" evidencing religious hostility in *Lukumi*. *See* Resp. PageID.169 n.8. St. Vincent's memorandum in support of its preliminary injunction motion properly explained the law. *See* Br. PageID.94 n.20. Like its other free-exercise arguments, the Board's response here depends on ignoring *Masterpiece*. *See id*.

community grant alternatives to St. Vincent in time, so it terminated St. Vincent's grant. *See* Resp. PageID.159.

Second, as discussed *supra* pp. 5-7, "the historical background" of approving all grants recommended by the County Controller confirms that denying St. Vincent's grant application was not neutral.

Third, the Board's explanation for denying St. Vincent's grant is not "legitimate." Resp. PageID.170.[10] The Board funded other applications that were not "clothing, food and shelter," *Id.*; Br. PageID.80, and its explanation for reallocating St. Vincent's funds is nonsensical. *Supra* pp. 5-6.

Fourth and finally, *Masterpiece* dooms the Board's repeated assertion that the hostility of "two" Commissioners is irrelevant. Just "two" Commissioners out of a "seven-member Commission" made the offending statements in *Masterpiece*. *See* 138 S. Ct. at 1729. Here, the situation is worse. Four Commissioners expressed animus. Br. PageID.74-76. Just like *Masterpiece*, "[t]he record shows no objection to these comments from other commissioners." 138 S. Ct. at 1729. No Commissioner "express[ed]

[10] The same is true for its treatment of the Health Center Interpreting Contract.

concern with their content" at the "later" November 12, 2019 meeting (indeed, Commissioner Tennis reinforced them). *See id.* at 1730. And the Board did not "disavow[]" them "in the brief[] filed in this Court." *Id.* "For these reasons, the Court cannot avoid the conclusion that these statements cast doubt on the fairness and impartiality of the Commission's" decisions regarding St. Vincent. *See Id.* This case is thus on all fours with *Masterpiece* and St. Vincent is likely to succeed on its free exercise claim.

C. St. Vincent is likely to succeed on its free speech claim.

The Board does not dispute that St. Vincent engaged in protected speech in pursuing the *Buck* litigation. Nor does it dispute (or even explain) the Commissioners' statements attacking that litigation and highlighting it as the impetus for its retaliation. Instead, the Board focuses on the fact that St. Vincent's $128,000 contract was renewed. But that is only part of the picture: the Board denied the grant, is looking to replace St. Vincent, and now plans to cancel another contract. *Supra* pp. 2-4, 6-7.

Accordingly, the Board's sole defense—that it has not taken adverse action—falls flat. The Board does not cite a single free speech case, nor

does it dispute any other relevant factual issues. St. Vincent is likely to succeed on the merits of this claim as well.

D. The remaining factors favor an injunction.

The Board has violated St. Vincent's First Amendment rights and plans to continue. St. Vincent will suffer irreparable constitutional harm without an injunction. *Newsom v. Norris*, 888 F.2d 371, 378 (6th Cir. 1989) ("[E]ven minimal infringement upon First Amendment values constitutes irreparable injury sufficient to justify injunctive relief.").

An injunction would harm no one. An injunction would not interfere with the Board's contractual authority. An injunction would not hamper the Board's ability to *contract*, only its ability to *discriminate*. Moreover, the Board never discusses how an injunction would impact the public's interest, merely its own. The public interest favors maintaining refugee services. The public interest favors access to the courts without fear of government retaliation. The public interest favors religious freedom. The public interest favors counties who behave constitutionally.

The Board never addresses any of this, instead conflating the common good with its own interests.

III. The Board's remaining legal theories change nothing.

Rather than disavow the Board's manifest hostility toward St. Vincent, the Board fills its Response with half-baked assertions. The Board buries most of these claims in footnotes, or otherwise gives them passing treatment. The Court should do the same. If embraced, the Board would never be subject to federal injunctive relief for constitutional violations. *See, e.g.*, Resp. PageID.164-165 n.3 (contending, by way of comparison, that "Michigan courts refuse to entertain challenges to decisions made at the municipal level").

Legislative Immunity. The Board claims, in a late footnote, that it has "absolute legislative immunity" from suit. Resp. PageID.171 n.10. Legislative immunity is available to individuals, generally when sued in their individual capacities, not institutions. *See, e.g., Leatherman v. Tarrant Cty. Narcotics Intelligence & Coordination Unit*, 507 U.S. 163, 166 (1993); *Lake Country Estates, Inc. v. Tahoe Reg'l Planning Agency*, 440 U.S. 391, 405 n. 29 (1979). In fact, the Board's own cited case confirms as much. *Bogan v. Scott-Harris*, 523 U.S. 44, 53 (1998) (holding that local officials had legislative immunity in part because "[m]unicipalities themselves [could] be held liable for constitutional violations").

St. Vincent did not sue individual commissioners, it sued the Board. And the Board does not have immunity of any stripe.

No Article III injury. The Board also argues that St. Vincent lacks an Article III injury-in-fact. Resp. PageID.162. Nonsense. St. Vincent suffered tangible harm when the Board stripped St. Vincent of a $4,500 grant. St. Vincent will suffer further injury when the Board refuses to renew additional contracts this year. This is to say nothing of the fact that St. Vincent and its employees must live and litigate under the looming specter of continued governmental retaliation. St. Vincent easily clears Article III's hurdle.

Failure to exhaust administrative remedies. The Board claims, in passing, that St. Vincent "failed to exhaust its administrative remedies," because St. Vincent did not "file a claim with the County Clerk" under Mich. Comp. Laws § 46.11(m). Resp. PageID.159. The cited statute articulates what the *Board* may do; it says nothing about administrative remedies or requirements for civil claimants. Even if the cited statute was apposite, "the settled rule is that exhaustion of state remedies is *not* a prerequisite to an action under 42 U.S.C. § 1983." *Knick v. Twp. of Scott*, 139 S. Ct. 2162, 2167 (2019) (cleaned up, emphasis in the original); *Patsy*

v. Bd. of Regents of State of Fla., 457 U.S. 496, 500 (1982) ("we have on numerous occasions rejected the argument that a §1983 action should be dismissed where the plaintiff has not exhausted state administrative remedies") (eight citations omitted).[11]

St. Vincent is "inveigl[ing]" the Court into legislative prerogative.[12] The Board claims that "examining the motives of individual Commissioners for casting a vote within the scope of their legislative powers must be flatly rejected," either on "separation of powers" or local sovereignty grounds. *Id. See also id.* at PageID.164 n.3, 165-169 & n.9. To be sure, motive is not the only way (or, sometimes, even the best way) to determine a government action's meaning. But federal courts can, and sometimes must, consider it. This includes the prior statements of state-level commissioners (*Masterpiece*, discussed *supra*), the President of the United States (*see Trump v. Hawaii*, 138 S. Ct. 2392, 2418 (2018)), and

[11] The one case the Board cites is a "strained" analogy. *Knick*, 139 S. Ct. at 2174 (discussing *Parratt v. Taylor*, 451 U.S. 527 (1981), cited by Ingham County here). Whatever continuing vitality *Parratt* has after *Knick*, it has to do with due process claims stemming from unauthorized actions of government officials, not officially sanctioned violations of First Amendment rights.

[12] Resp. PageID.164.

federal legislators (*e.g.*, *United States v. Windsor*, 570 U.S. 744, 770-71 (2013); *United States v. Lovett*, 328 U.S. 303, 307, 313-14 (1946)). The Board, it seems, would like to craft its own standard for when it violates the Constitution. Unfortunately for the Board, "[the] Constitution, and the laws of the United States . . . shall be the supreme law of the land." U.S. Const. art. VI, cl. 2.

A quarter-million-dollar bond. Finally, the Board demands that any injunction issued for St. Vincent be conditioned upon this religious charity posting a $250,000 bond. But an injunction bond is designed to cover actual damages the enjoined party will suffer because of an erroneously issued injunction. *Brown v. City of Upper Arlington*, 637 F.3d 668, 674 (6th Cir. 2011). The Board has identified no such damages.

The Board demands the injunction bond cover $75,000 in attorney's fees; not only those associated with the preliminary injunction, but for *the entire case*. An injunction bond cannot shift attorney's fees. *See, e.g., Tullock v. Mulvane*, 184 U.S. 497, 512-13 (1902); *Nokia Corp. v. InterDigital, Inc.*, 645 F.3d 553, 560 (2d Cir. 2011).

It also asks for the bond to cover the $128,000 Refugee Health Services Contract and $4,500 Community Agencies Grant. St. Vincent uses these

funds to provide essential refugee services to Ingham County. The Board's request would yield an unconscionable windfall.

The Board's bond demand doesn't add up—literally (the sum of the amounts comprising the bond is $207,500, so the Board is demanding $42,500 from St. Vincent for no apparent reason).[13] Even if it did, that a government would demand a religious charity pay a quarter-million dollars for the privilege of successfully defending its religious exercise is only further evidence of unconstitutional conduct and the need for injunctive relief.

CONCLUSION

The Board has violated the Constitution and displayed flagrant disregard for the facts. It has harmed St. Vincent and announced plans to continue doing so. An injunction is needed to prevent further violations of constitutional rights and safeguard critical services for refugees in Ingham County. This Court should grant Plaintiff's motion.

[13] If the Board is including the $40,000 Health Center Interpreting Contract in its bond calculations, then (1) the Board's request is still off by $2,500 and (2) the Board has *sub silentio* admitted the contract's existence.

Dated: January 17, 2020

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

This memorandum complies with the word limit of L. Civ. R. 7.3(b)(i) because, excluding the parts exempted by L. Civ. R. 7.3(b)(i), it contains 4,219 words. The word count was generated using Microsoft Word 2019.

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CERTIFICATE OF SERVICE

I hereby certify that on January 17, 2020, I electronically filed the above document(s) with the Clerk of the Court using the ECF System, which sends an electronic notification to all counsel who have entered an appearance on the Docket.

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