IN THE UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 25-1782

LAURENCE WOLF, dba
LAURENCE WOLF PROPERTIES, individually,
and on behalf of a class of similarly-situated persons
and entities,

Plaintiff-Appellant,

V.

CITY OF DETROIT, MI
a municipal corporation,

Defendant/Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION, DISTRICT COURT CASE NO. 23-cv-11645

DEFENDANT-APPELLEE CITY OF DETROIT'S BRIEF ON APPEAL

CITY OF DETROIT LAW DEPARTMENT
Conrad Mallett
Corporation Counsel
BY: Eric B. Gaabo
Supervising Corporation Counsel

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CORPORATE DISCLOSURE

Defendant-Appellee is not a subsidiary or affiliate of a publicly owned corporation. There is no publicly owned corporation, not a party to the appeal, that has a financial interest in the outcome.

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STATEMENT IN SUPPORT OF REQUEST FOR ORAL ARGUMENT

Appellee requests oral argument in this case pursuant to Fed. R. App. P. 34 and Sixth Circuit Rule 34. Oral argument is warranted because this case presents significant legal issues regarding Article III standing and redressability requirements.

STATEMENT OF JURISDICTION

Appellee agrees that this Court has jurisdiction pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1291.

STATEMENT OF ISSUES

1. Did the District Court properly find that Plaintiff lacked standing to maintain his claims against the City?
2. Did the District Court properly find that Plaintiff's alleged injury was not fairly traceable to Defendant-Appellee City of Detroit, where Plaintiff claims he was denied 20% of potential maximum rent payments under the Consolidated Appropriations Act of 2021, 15 U.S.C. § 9058a ("CAA"), but these actions were taken by agents of the Michigan State Housing Development Authority ("MSHDA") and the Homeless Action Network of Detroit ("HAND") (known as "Housing Assessment and Resource Agencies" ("HARAs")) through MSHDA and HAND's voluntary decision

to adopt this policy in regard to MSHDA's covid emergency rental assistance ("CERA") program, and the City of Detroit did not possess or control the funds MSDA provided to its HARAs or the manner in which MSHDA's HARAs carried out MSHDA's program?

3. Did the District Court properly find that a decision against the City of Detroit would not redress Plaintiff's alleged injuries, where the City never possessed or controlled the funds at issue or the manner in which MSHDA and its HARAs carried out MSHDA's CERA program, and where all or most of these funds are presently held in escrow by the 36th District Court pursuant to orders between Plaintiff and his tenants stipulated to by Plaintiff's counsel?
4. Did the District Court apply the correct standard of review, finding that Plaintiff's allegations relating to standing were not supported by factual evidence?

STATEMENT OF THE CASE

In 2020, Congress passed two Acts in the wake of the coronavirus pandemic to assist renters impacted by COVID: the Consolidated Appropriations Act of 2021, 15 U.S.C. § 9058a ("CAA"), and the American Rescue Plan Act 15 U.S.C. § 9058c ("ARPA"), described in this lawsuit as the "Relief Acts." While the Acts

were similar, they differed in certain ways and funding was often provided to one recipient but not another. Despite these differences, funding under both was often generally referred to as "covid emergency rental assistance", or "CERA" funding, and programs established to distribute such assistance were generally referred to as "CERA programs."

The United States Treasury Department provided CERA funds under the CAA to the State of Michigan, which had set up its CERA program administered by the Michigan State Housing Development Authority ("MSHDA"). For its program serving Detroit tenants, MSHDA forwarded these funds to the Homeless Action Network of Detroit ("HAND"), which in turn retained Housing Assessment and Resource Agencies" ("HARAs") to carry out MSHDA's CERA program. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R. 55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.)

For tenants residing in Detroit, MSHDA and HAND adopted what became known as the "80/20" policy: where the property at issue had received a "certificate of compliance" ("C of C") (or an acceptable exception) from the City of Detroit attesting that the property was safe and habitable, the HARAs would award 100% of the total potential rent calculated (plus other qualifying assistance). Where the property did not have a C of C, the HARAs would place 20% of the

total potential rent figure in escrow, which might be awarded later if the property received a C of C. Landlords participating in MSHDA's CERA program were sent "settlement statements" confirming these conditions, and where eviction lawsuits had been pending in the 36th District Court, landlords typically entered into "conditional orders of dismissal" which also confirmed the landlords' agreement to the 80/20 conditions. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R. 55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.)

The 80/20 program had been conceived by the City of Detroit, but the City had no control over the funds MSHDA had received or the manner in which MSHD and its agents carried out MSHDA's program, and therefore could not, and did not, force MSHDA to adopt the 80/20 policy. (See Neblett Dec., R. 55-2, PageID.2147-2212.)

The City of Detroit also created its own CERA program, but this program was developed after MSHDA's program and the City received its funding directly from the Treasury Department through ARPA, not the CAA. For convenience, the City retained the same HARAs to administer its program that MSHDA and HAND had retained to carry out the MSHDA program. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R. 55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.)

Plaintiff, Laurence Wolf, was a landlord in Detroit. Seven of his tenants applied for CERA funding (or Plaintiff applied on their behalf, which was permitted). All of these applications were processed under MSHDA's program, not the City program, using MSHDA funds under the CAA, not City funds under ARPA. (See City summary, R.66-3, PageID.3066-3067.) The HARAs, applying the 80/20 conditions pursuant to MSHDA and HAND's agreement, found that Mr. Wolf's properties did not have a C of C or exception, and awarded 80% of the total calculated potential rent. In all or nearly all of these cases, Plaintiff had begun eviction proceedings in the 36th District Court, and subsequently signed stipulated orders in these cases explicitly agreeing to the 80/20 conditions. Pursuant to the orders, Plaintiff was paid 80% of the potential rent owed, and 20% of this figure was held by the court in escrow subject to distribution according to terms of the orders. (See R. 66-4, PageID.3069-3099.)

Plaintiff sued the City, arguing that the 80/20 policy he agreed to is unlawful, and constitutes a taking or illegal exaction of what he alleges is a vested property right in the 20% of funds which have been escrowed.

Following briefing by the parties on standing issues and oral argument (see transcript, R.74, PageID.3170-3213), the trial court issued an Opinion and Order Dismissing Case for Lack of Standing. (R.69, PageID.3117-3153.) The court

found that Plaintiff's claimed injury was not "traceable" to the City, because even if the 80/20 policy had been unlawful, Plaintiff's tenants' applications were processed under MSHDA's program, not the City's, using MSHDA funds, not the City's, under a policy voluntarily adopted by MSHDA and HAND. The trial court agreed with the City that the City could not and did not compel MSHDA or its agents to apply the 80/20 policy with regard to MSHDA's program and funds, and that Plaintiff had not presented evidence to refute this conclusion. The Court also found that a decision against the City of Detroit would not redress Plaintiff's alleged injuries, because the City never possessed or controlled the funds at issue or the manner in which MSHDA and its HARAs carried out MSHDA's CERA program.[1]

STATEMENT OF FACTS

I. The CARES Act and the Relief Acts.

In response to the COVID crisis which began in 2020, Congress passed several acts to provide relief to renters impacted by the outbreak. First, Congress passed the Coronavirus Aid Relief and Economic Security Act ("the CARES Act"), 42 U.S.C. § 801 et seq. in 2020. The CARES Act provided state and local

[1] To the extent that a fuller description of the procedural history is required, the City, like Plaintiff, adopts and relies upon the detailed procedural history set forth in the lower court's opinion dismissing the case. R.69, PageID.3131-3133.)

governments with discretionary funding to provide financial assistance to workers, families (including renters) and businesses impacted by the pandemic.

Congress followed up with two related funding statutes. First, the Consolidated Appropriations Act of 2021, 15 U.S.C. § 9058a ("CAA"), extended the discretionary funding initially provided by the CARES Act, and provided billions of additional dollars to assist "eligible households" affected by the pandemic. Second, Congress enacted the American Rescue Plan Act ("ARPA"), 15 U.S.C. § 9058c, which provided additional funding to state and local government for distribution to or on behalf of eligible households. In this lawsuit, Plaintiff has referred to the CAA and ARPA as "the Relief Acts." (See Second Amended Complaint, R. 47, ¶1, PageID.1497-1498. The full text of the two Relief Acts are contained at R. 28-2, PageID.1016-1031 and R.28-3, PageID.1033-1040.)

Funds available under both of the Relief Acts were known generally as Covid Emergency Rental Assistance Funds ("CERA" or "ERA" funds) and were made available through two separate tranches of funding. The first round of CERA funds ("ERA-1"), was authorized through the CAA; the second round of funding ("ERA-2") was authorized by ARPA.

The federal CERA programs were administered by the U.S. Department of Treasury. Under the Relief Acts and Treasury guidelines, the federal government

provided CERA funds to states and municipalities ("Eligible Grantees"), which could make payments directly to eligible households or forward such funds to subrecipients, or "Housing Assessment and Resource Agencies" ("HARAs"), to administer the program and distribute the CERA funds to eligible households.

Although the CAA and ARPA were closely related, the two Acts contained slightly different terms and provisions, and Grantees did not necessarily receive funding under both of the Acts.

The City was not a grantee or direct recipient of CERA funds the U.S. Department of Treasury disbursed under CAA, commonly referred to as ERA-1 or ERAP-1 funds, and therefore did not control the manner in which CAA funds were distributed. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R. 55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.)

Instead, the Treasury Department disbursed ERA-1 funds to the State of Michigan. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R.55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.) The State, through the Michigan State Housing Development Authority ("MSHDA"), disbursed ERA-1 funds for the benefit of Detroit residents (and others) to the Homeless Action Network of Detroit ("HAND"). (See Neblett Dec., R.55-2, PageID.2147-2212; Phillips Dec., R.55-3, PageID.2213-2270; Hoppe Dec., R.55-4, PageID.2272-2285.)

HAND disbursed ERA-1 funds to the following HARAs: (1) Wayne Metropolitan Community Action Agency ("Wayne Metro"); United Community Housing Coalition ("UCHC"); and (3) the Heat and Warmth Fund ("THAW"), which were charged with administering the ERA-1 benefits to City of Detroit residents and others under terms and conditions approved by MSHDA and HAND. (See Neblett Dec., R. 55-2, PageID.2147-2212; Phillips Dec., R. 55-3, PageID.2213-2270; Hoppe Dec., R. 55-4, PageID.2272-2285.) ***The City of Detroit itself never received these funds nor had direct control over them or the manner in which they were disbursed.*** (See Neblett Dec., R.55-2, PageID.2147-2212.)

The City of Detroit was a grantee or direct recipient of CERA funds later disbursed by the U.S. Treasury under the American Rescue Plan Act ("ARPA"), commonly referred to as ERA-2 or ERAP-2 funds. (See Neblett Dec., R.55-2, PageID.2147-2212.) The City forwarded these funds to the same HARAs identified above for distribution in accordance with the City's CERA program guidelines. (See Neblett Dec., R.55-2, PageID.2147-2212.)

The State of Michigan was also a grantee or direct recipient of some ERA-2 funds disbursed under ARPA from the Treasury Department. The State, through MSHDA, again allocated ERA-2 funds to benefit City of Detroit residents (and others) by forwarding these to HAND, which forwarded such funds to the HARAs

identified above, which disbursed such funds in the same manner followed regarding ERA-1 funds. (See Neblett Dec., R.55-2, PageID.2147-2212.) ***The City of Detroit did not receive these ERA-2 funds or have direct control over them or the manner in which they were disbursed.*** (See Neblett Dec., R.55-2, PageID.2147-2212.)

II. Purpose of the Relief Acts.

Contrary to Plaintiff's argument, the Relief Acts ***were intended to benefit tenants, not landlords***. As the United States Treasury Department's summary of its Emergency Rental Assistance Program (home.treasury.gov/policy-issues/coronavirus/assistance-for-state-and-tribal-governments/emergency-rental-assistance-program) stated, CERA funding was intended "to assist ***eligible households*** with financial assistance, provide housing stability services, and as applicable, to cover the costs for other affordable rental housing and eviction prevention activities." Although some documents describe the purpose of the Relief Acts as also aiding landlords, this was only an incidental or collateral benefit of providing assistance to Eligible Households. For this reason, the City objects to Plaintiff's repeated references to "Approved Landlords," a term that does not appear within the Relief Acts (R. 28-2, PageID.1016-1031 and R.28-3, PageID.1033-1040) or the U.S. Treasury Department's CERA FAQs. (See R. 51-2, PageID.2036-2058.)

III. Key Provisions of the Relief Acts.

As noted above, this case involves two different federal statutes related to the CARES Act: the Consolidated Appropriations Act of 2021 ("the CAA"), 15 U.S.C. § 9058a (see R. 28-2), and the American Rescue Plan Act ("ARPA"), 15 U.S.C. § 9058c (see R. 28-3) ("the Relief Acts").

A. The Consolidated Appropriations Act of 2021 ("CAA").

The Consolidated Appropriations Act of 2021, 15 U.S.C. § 9058a, enacted March 11, 2021, was intended to provide assistance to "eligible households[2]. This term was defined to include a household where (1) one or more individuals were required to pay rent; (2) where one or more individuals has qualified for unemployment benefits or experienced a reduction in income, significant costs or financial hardship due to Covid-19; (3) where one or more individuals can demonstrate a risk of homelessness or housing instability; and (4) where the household's income is less than 80% of the area median income. 15 U.S.C. § 9058a(k)(3)(A).

Under the CAA, funds were to be distributed to "eligible grantees," such as

[2] As noted above, because the CAA and ARPA were focused on and intended to benefit renters, not landlords, neither of these Acts contained the term "Approved Landlord," which Appellant has used throughout his briefs and other pleadings in this case.

states and local governments (15 U.S.C. § 9058a(k)(2)), which could distribute the funds directly for eligible households, or enter into agreements with other entities (sub-grantees), such as HARAs, to distribute the funds.

Under the CAA, grantees were not required to use all – ***or even any*** - CERA funds for rent and rental arrears, as Plaintiff implies. Rather, grantees had broad discretion to use such funds for any one of three main purposes:

> **(1) financial assistance to eligible households**, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing" incurred due to the COVID outbreak (15 U.S.C. ¶9058a(c)(2));
>
> **(2) housing stability services**, such as case management and other services relating to the COVID outbreak (15 U.S.C. ¶9058a(c)(3)); or
>
> **(3) administrative costs** (15 U.S.C. ¶9058a(c)(5)).

The CAA granted significant discretion to grantees over all other aspects of the CERA program. For example:

- Grantees had to use at least 90% of CERA funds to provide financial assistance to eligible households, but had discretion to use a higher percentage if desired. (15 U.S.C. § 9058a(c)((2)(A));
- Grantees could provide funds for up to 15 months, but could choose a shorter period if they desired. (15 U.S.C. § 9058a(c)((2)(A));
- Grantees could use up to 10% of CERA funds for housing stability services, but could choose a lesser percentage if they desired. (15 U.S.C. § 9058a(c)(3))
- Grantees could set priorities among which eligible households would be paid and in what order (15 U.S.C. § 9058a(c)(4)(B)), but the Act did not mandate

what factors could or must be considered or what percentage of funding could be provided to which prioritized class(es).

- Grantees could use up to 10% of CERA funds for administrative expenses, but could choose a lower percentage if they desired. (15 U.S.C. § 9058a(c)(5))

- The CAA did not specify what procedures, personnel or documents would be used to process CERA applications.

B. The American Rescue Plan Act ("ARPA").

ARPA, the statute under which the City received its CERA funding, authorized additional funding to eligible grantees under similar conditions. As under the CAA, assistance was intended to benefit "eligible households," which were defined to include a household where (1) one or more individuals were required to pay rent; (2) where one or more individuals has qualified for unemployment benefits or experienced a reduction in income, significant costs or financial hardship due to Covid-19; (3) where one or more individuals can demonstrate a risk of homelessness or housing instability; and (4) where the household was a low-income family, as the term was defined in 42 U.S.C. § 1437a(b).

Like the CAA, ARPA reserved significant discretion to grantees. CERA funds distributed under ARPA were not required to be used for rent payments; instead, grantees could use these funds for any following four main purposes:

(1) financial assistance to eligible households, which included not only rent and rental arrears, but utilities and home energy costs and arrears and "other expenses related to housing" (15 U.S.C. ¶9058c(d)(1)(A));

(2) housing stability services, such as case management and other services "intended to keep households stably housed." (15 U.S.C. ¶9058c(d)(1)(B));

(3) administrative costs (15 U.S.C. ¶9058c(d)(1)(C)); and

(4) "**Other affordable rental housing and eviction prevention services**." (15 U.S.C. ¶9058c(d)(1)(D))

Again, ARPA granted grantees with broad discretion to determine which types of purposes they would use the funding for and what percentage or amount they would use for each purpose:

- Grantees did not have to use at least 90% of CERA funds to provide financial assistance to eligible households, as under the CAA, but could choose what percentage to devote to this purpose. (15 U.S.C. § 9058c(d)((1)(A));

- Grantees could provide funds for up to ***18 months,*** but had discretion to choose a shorter period if they desired. (15 U.S.C. § 9058c(d)(1)(A)(i);

- Grantees could use up to 10% of CERA funds for housing stability services, but could choose a lesser percentage if they desired. (15 U.S.C. § 9058c(d)(1)(B))

- The Act did not require prioritization of payments, but did not prohibit this either.

- Grantees could use up to ***15%*** of CERA funds for administrative expenses, but could choose a lower percentage if they desired. (15 U.S.C. § 9058c(d)(1)(C))

- Grantees were permitted to use any funds that were unobligated on October 1, 2022 for purposes in addition to those described above, as long as (i) they were for affordable rental housing and eviction prevention services serving "very low-income" families as defined in 42 U.S.C. 1437a(b), and (ii) prior to obligating funds for such purposes, the grantee had obligated at least 75% of

> the total funds the grantee had been allocated, but they were not required to do so. (15 U.S.C. § 9058c(d)(1)(C))

- Like the CAA, ARPA did not specify what procedures, personnel or documents would be used to be used to process CERA applications.

In U.S. Department of Treasury Emergency Rental Assistance Frequently Asked Questions, FAQ 12, R. 28-4, the federal government described one important difference between the CAA (under which MSHDA received its funds) and ARPA (under which the City received its funds) as follows:

> ERA2 [ARPA] does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant.

The U.S. Department of Treasury Emergency Rental Assistance Fact Sheet, May 7, 2021 (R. 51-3, PageID.2061), also confirmed this, stating:

> [ARPA] **Allows – For the First Time – Offers of Assistance Directly to Renters First.** While rental assistance programs under the initial Emergency Rental Assistance Plan – ERA1 – required an offer of assistance to landlords *before* reaching out to renters, today the Biden-Harris Administration has made clear that the new funds from the American Rescue Plan (ERA2) can be used to provide assistance to renters first and immediately.

Also see National Low Income Housing Coalition Frequently Asked Questions (July 12, 2022) (R.55-9, PageID.2313-2319) ("ERA2 programs can offer direct-to-tenant assistance first and immediately - these programs are not required to go to landlords beforehand.")

IV. U.S. Treasury Department FAQs.

To provide guidance regarding the Relief Acts, the U.S. Department of Treasury issued at least 46 answers to "Frequently Asked Questions," or "FAQs." (See R. 51-2, PageID.2036-2058.)

Like the Relief Acts themselves, the Treasury FAQs show that grantees such as the City of Detroit were granted considerable discretion in determining how much CERA funds would be used for which purposes. Most importantly, for the purposes of the present lawsuit, FAQ 11 (R.51-2, PageID.2043) confirmed that grantees had discretion to award less than 100% of the rent owed by a tenant. This FAQ stated:

> 11. ***Must a grantee pay for all of a household's rental or utility arrears?***
>
> ***No.*** The full payment of arrears is allowed up to the limits established by the statutes, as described in FAQ 10 above. ***A grantee may structure a program to provide less than full coverage of arrears***. Grantees are encouraged to consider whether payments of less than the full amount of arrears may result in a significant disincentive for landlord participation in the ERA program. (Emphasis added.)

This FAQ confirms that grantees had discretion to determine how much – if any – of available CERA funds would be awarded to pay for rental arrears owed to landlords. This FAQ flatly refutes Plaintiff's position in this case that the City or the HARAs were required to pay 100% of all rent owed by Plaintiff's tenants who were eligible for the CERA program.

In the same vein, FAQ 19 (R.51-2, PageID.2046) stated:

> 19. May a grantee provide assistance to a renter household with respect to utility or energy costs ***without also covering rent***?
>
> Yes. ***A grantee is <u>not</u> required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs.*** For ERAl, the limitations in section 50l(c)(2)(B) of Division N of the Consolidated Appropriations Act, 2021, limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs. (Emphasis added.)

In other words, this FAQ confirmed that grantees could use CERA funds to pay for utility costs or energy costs, while awarding ***none*** of the funds for unpaid rent. (R. 51-2.)

V. The State of Michigan's CERA Program.

The U.S. Department of Treasury forwarded the first tranche of CERA funds authorized under the CAA to the State of Michigan in early 2021, which in turn, through the Michigan State Housing and Development Authority ("MSHDA"), forwarded such funds to local municipalities or HARAs. MSHDA sent no funds to the City of Detroit. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.)

Because the City received its CERA funding directly from the U.S. Treasury Department, rather than through MSHDA or HAND, the City was not bound by MSHDA's program requirements. ***MSHDA was also not required to comply with the City of Detroit's CERA guidelines***. (Neblett Dec., R.55-2, PageID.2147-2212.)

Like the federal government, MSHDA left much of the details of the grantees' CERA programs to be developed by the grantees themselves. MSHDA's guidelines did not specify which types of permissible purposes grantees could spend CERA funds on, what percentages of funding must be spent on which permissible purposes, or how grantees might prioritize payments among eligible households. (See MSHDA CERA Guidelines, R. 28-5, PageID.1066-1081.)

VI. Detroit's Pre-Covid Regulations Regarding Rental Properties.

Neither the CARES Act nor the Relief Acts prohibited grantees from enforcing their health and safety regulations relating to rental properties. Indeed, even if these federal statutes had made reference to local code requirements, there is a presumption that local health and safety regulations are not to be supplanted by the federal government unless preemption is "the clear and manifest purpose of Congress." *See CSX Transp., Inc. v. Easterwood,* 507 U.S. 658, 663–64, 113 S.Ct. 1732, 123 L.Ed.2d 387 (1993).

In Detroit, two local code requirements are relevant to this case. First, Section 8-15-81(a) of the Detroit City Code requires that the owners or agents of any rental property are required to register such dwelling with the City's Buildings, Safety Engineering, and Environmental Department ("BSEED") and obtain a ***Certificate of Registration of Rental Property*** from BSEED. Second, Section 8-

15-82 of the Detroit City Code provides that "it shall be unlawful for an owner to allow any unoccupied rental property to be occupied, or to collect rent from a tenant for occupancy of a rental property, during or for any time in which there is not a valid ***Certficate of Compliance*** for the rental property." A landlord may obtain a certificate of compliance if an inspection by BSEED, the United States Department of Housing and Urban Development ("HUD") or any other governmental agency, or by an authorized third-party inspection company, shows that the unit complies with BSEED's basic health and safety standards and requirements. (See Detroit City Code, Sections 8-15-82(b) and 8-15-84, Dec. of Julie Fowler, R.55-5, PageID.2287-2294.)

VII. The Detroit CERA Program.

In crafting its CERA program, the City was mindful that under its existing code requirements (§§ 8-15-81(a) and 8-15-82), no property could be lawfully rented unless the property was properly registered with the City as a rental property and had a certificate of compliance confirming it was safe and habitable. (Neblett Dec., R.55-2, PageID.2147-2212.)

The City also recognized that the overarching purpose of the Relief Acts was to promote rental housing stability, and that assuring rental properties had been inspected and received certificates of compliance and rental registration certificates would serve this purpose, since allowing unsafe or uninhabitable rental properties

would cause renters to voluntarily or involuntarily vacate such properties, causing housing instability. (Neblett Dec., R.55-2, PageID.2147-2212.)

The City was also aware that the Relief Acts and the Treasury FAQs provided grantees with broad discretion to determine the purposes for which CERA funds would be spent (many of which would have no financial benefit to landlords), how much would be spent on each permissible purpose, and how applications and payments to eligible households would be prioritized and processed. (See Neblett Dec., R.55-2, PageID.2147-2212; text of Relief Acts, R. 28-2, PageID.1016-1031, and R.28-3, PageID.1033-1040; Treasury FAQs, R.51-2, PageID.2036-2058.)

The key elements of the City's CERA program were as follows:

- If the tenant met all CERA eligibility requirements and the Rental Property had either (1) an active Certificate of Compliance from BSEED ("C of C") or (2) a rental registration certificate and an accepted CoC Exception, 100% of the potential rental payments (as calculated by the HARA) would be released.

- If the Rental Property was habitable, and there was no C of C or rental registration certificate and accepted C of C Exception, 80% of the potential rental payments as calculated by the HARA would be released to the landlord, and 20% of the funds would be paid into an escrow account (***the "80/20" requirement"***).

- The 20% of funds held in escrow could be released to the landlord if (1) the Rental Property obtained a C of C or an accepted C of C CERA Exception; or (2) the landlord completed repairs to the Rental Property in an amount equal to or greater than the 20% escrowed amount.

- If the Rental Property did not have a C of C or a C of C Exception, and the property was considered uninhabitable according to MSHDA rules, 50% of

> the potential rental payments calculated by the HARA would be released to the landlord, while the other 50% would be held in escrow until the habitability issue was resolved. If the habitability issue was resolved, the HARA would either initiate the "80/20" process or pay the full remaining 50%, if the property met the other requirements set forth above.

(See summary of City of Detroit CERA program, R. 28-6, PageID.1083-1084; Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.)

The C of C Exception applied in the following situations:

- Where the rental unit complied with standards of the U.S. Department of Housing and Urban Development (HUD) by receiving a Housing Quality Standards (HQS) Housing Choice Voucher, or an active passing Real Estate Assessment Center (REAC) score[3] for publicly assisted housing; or

- Where BSEED acknowledged in writing that the property was effectively in compliance, and the lack of a C of C was due to factors unrelated to the conditions of the property; or

- Where the landlord and tenant mutually agreed that the condition of the property was of a high standard and that all parties desired to proceed without interruption.

(See R. 28-6, PageID.1083-1084; Neblett Dec., R.55-2, PageID.2147-2212.)

[3]A REAC score is a numerical evaluation of a property's condition, ranging from 0 to 100. The score is based on a physical inspection by a HUD-certified inspector who assesses the property's safety, cleanliness, structural integrity, and overall livability. A score of 60 is deemed a passing score. (See Neblett Dec., R. 55-2, PageID.2152.)

VIII. Other CERA Programs Having Requirements Similar to the City of Detroit's CERA Program.

The City's 80/20 condition was not unique. Other emergency rental assistance programs around the country also required landlords to waive a portion of rent owed as a condition of participation. For example:

- In King County, Washington, landlords received only 80% of rent owed and were required to waive the remaining 20%. (See National Low Income Housing Coalition (NLIHC) "Updates on Treasury Emergency Rental Assistance Programs, Landlord Requirements," R.55-10, PageID.2321-2322.) This analysis noted that approximately 24% of CERA programs required some concessions by landlords, and that "Twenty-seven percent of programs with landlord concessions require landlords to accept a decreased payment amount, with the remaining portion of rent to be forgiven by the landlord."

- The NLIHC report entitled "Best Practices for State and Local Emergency Rental Assistance Programs," (R.55-11, PageID.2324-2335) also states, at page 9:

  "Approximately one in four emergency rental assistance programs in NLIHC's database ask landlords for additional requirements or concessions beyond accepting payment from the program. These requirements can include:
  - Additional unit inspections;
  - Accepting a fraction (ex: 80%) of rent as payment-in-full;
  - Forgiving back rent not covered by the program;
  - Waiving late fees; and/or
  - Promising not to move forward with an eviction for a specified length of time."

- In Maryland, the state CERA program provided, under the heading "Landlord Concessions," that:

> "Landlords receiving payments directly from the program must agree to the following minimum requirements a part of the application:
> Landlord Rent Arrears Forgiveness . . . [Counties] May require owners to forgive portion of rent arrears up to 20%." (R.55-12, PageID.2337-2342.)

- Under California's CERA program, landlords were required to waive 20% of rent owed. (See "CA Covid-19 Rent Relief Media Kit," R.55-13, PageID.2344-2345.)

- Another NLIHC study, "Emergency Rental Assistance: A Blueprint for a Permanent Program," R.55-14, PageID.2349-2430, concluded:

  > "The strongest ERA-related protections include requirements for landlords receiving ERA to drop eviction filings or ***forgive rental arrears***, interest, or fees." (Emphasis added.)

Other CERA programs required landlords to register their rental properties or obtain a local rental license (which in most states would require the rental property to meet minimal safety standards). As the authors noted in "Treasury Emergency Rental Assistance Programs in 2021" (R.55-15, PageID.2432-2448), which focused primarily on programs funded by the CAA:

> A fifth of programs restricted participation to landlords with a current rental license and a small share (6%) required that they be registered in the local rental registry (Figure 06).

Other CERA programs required that the rental properties be inspected and/or meet minimum health and safety requirements. For example:

- Louisiana's federal CERA program required that landlords "Certify that there are no outstanding building or health code violations against the property. (See "U.S. Treasury Emergency Rental Assistance: Louisiana State Program,"

pp. 19-20 (R.55-16, PageID.2468-2569, 2476.)

- Hall County, Georgia's CERA program required, under the heading entitled "Property Eligibility Criteria," that "To be considered eligible for the program, the property must be a legal residential rental unit. . . the landlord is required to keep rental properties livable and comply with local housing codes by taking care of important repairs." ("Hall County, Georgia Emergency Rental Assistance Grant Program Policies," R.55-17, PageID.2488.)

- Suffolk County, New York's CERA Frequently Asked Questions (R.55-18, PageID.2506-2507) also stated:

  "Are there eligibility criteria for the property itself?

  In most cases the landlord will be required to certify that the property doesn't have outstanding code violations and meets all health and safety standards."

IX. Overlap between MSHDA CERA program and City of Detroit's CERA Program.

Although MSHDA's CERA guidelines were not binding on the City – since the City did not receive any CERA funding from MSHDSA - and MSHDA was not required to approve the City's CERA program requirements, there was some overlap between the two programs:

- The same HARAs administered both programs.

- The HARAs applied the City's 80/20 guidelines to all applications involving Detroit tenants for CERA funding under both the CAA and ARPA.

- To increase administrative efficiencies and avoid confusion, the City and its HARAs utilized some of MSHDA's forms in processing applications under ARPA.

- The HARAs also documented applications and payments under both CAA

> and ARPA by using the MSHDA "portal," a database created by MSHDA to track CERA applications. For this reason, data relating to applications under both the City's program and MSHDA's program was maintained under the MSHDA portal.

(See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.)

X. The HARAs' Administration of the MSHDA and City of Detroit Programs.

The HARAs processed applications under both CAA and ARPA in basically the same manner. Even though the City had no control over applications under CAA, the HARAs applied the City's 80/20 requirements to all Detroit applications under both the City's and MSDA's CERA programs. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.) The HARAs applied the 80/20 provisions to MSHDA's program because MSHDA had agreed to this requirement, and HAND therefore mandated it. (Louis Piszker dep. tran., R.64-6, PageID.2984-2985.)

After either a tenant applied or a landlord applied on behalf of a tenant, the HARAs reviewed the application to ensure that it included all necessary information and documentation to determine whether the household was eligible under CAA or ARPA, a process which often took many weeks. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4,

PageID.2272-2285.)

If the tenant and landlord had provided all necessary information and documentation, the HARAs would use a worksheet template provided by MSHDA which listed various categories of assistance to calculate the maximum potential amount of CERA assistance that could be paid. This potential maximum potential figure would be "approved," but this amount was not "awarded.[4]" Instead, the HARAs next applied the City's CERA program requirements, including the "80/20" provisions, to determine the amount of the award. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.)

A slightly different process applied where there was an eviction lawsuit pending. Where there was a lawsuit pending, the HARAs would provide counsel

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4 Appellant repeatedly claims that the City, through the HARAs, withheld 20% of CERA funds he and other landlords had previously been ***"awarded."*** (See Doc. 22, pp. 8, 11, 14, 15, 17, 18, 19, 20, 21, 35, 38, and 49.) This characterization, designed to bootstrap a takings claim, is untrue. As noted above, both the City's witnesses and the HARA witnesses consistently testified that once the HARA received an application and other necessary information, they would calculate the ***potential maximum rent*** and other assistance that might be distributed, but that the actual award would only be determined ***after*** applying the 80/20 provisions. Thus, in other words, the real dispute in this case is not that the City or the HARAs confiscated funds Plaintiff had already been awarded, but whether the HARAs properly applied the 80/20 provisions in order to determine the amount of the awards. Properly framed, these facts fail to establish a constitutionally-protected property interest.

to the tenants and attempt to reach a settlement. Where a settlement was reached, this would be memorialized in a court order containing an addendum or attachment which explicitly acknowledged that only 80% of the total rent owed by the tenant would be awarded unless the 80/20 requirements were met. Both these documents were signed by the landlord's attorney. (See, e.g., documents executed in *Laurence Wolf Properties v Kinicha Hawkins*, 36th District Court Case No. 20-347357-LT and *Laurence Wolf Properties v Christopher Bailey*, 36th District Court Case No. 22-377263-LT filed as R.55-7, PageID.2301-2305 and R.55-8, PageID.2307-2311. Also see Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.)

Where an eviction suit was pending, and the rental unit had not met the 80/20 requirements of the City's CERA program, 20% of the potential rent owed by the household was typically paid to the 36th District Court to be held in escrow. (See Neblett Dec., R.55-2, PageID.2147-2212; Phillips Dec., R.55-3, PageID.2213-2270; Hoppe Dec., R.55-4, PageID.2272-2285.)

The final disposition of the escrowed funds was determined by an order of the 36th District Court, stipulated to and signed by the landlord or landlord's attorney. See, e.g., "Stipulated Order to Release Escrow," entered in *Laurence Wolf v Christoher Bailey*, 36th District Court Case No. 22-377263-LT, R.55-8,

PageID.2307-2311.)

Where no eviction case was proceeding, if the landlord and tenant had provided all necessary documentation and information, the HARAs would, as described above, calculate the potential maximum assistance using a MSHDA worksheet template. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285.) The HARAs would then send this document to the landlord, together with a "Settlement Statement" confirming that that only 80% of the potential total rent owed by the tenant would be awarded, unless the rental property had a Certificate of Compliance or an exception to this requirement. (See example of settlement statement, R.55-6, PageID.2296-2299.) The HARAs would then determine the amount of the award by applying the City's 80/20 requirements. (See Neblett Dec., R.55-2, PageID.2147-2212; Phillips Dec., R.55-3, PageID.2213-2270; Hoppe Dec., R.55-4, PageID.2272-2285.)

XI. Plaintiff's Participation in the MSHDA Program.

Plaintiff, Lawrence Wolf, is a landlord in the City of Detroit who applied for CERA funds on behalf of some of his tenants. (See Plaintiff's Second Amended Complaint, R. 47, ¶¶ 22, 37; Consent Orders signed by Plaintiff's counsel stipulating to CERA 80/20 requirements, R.55-7, PageID.2301-2305, and R.55-8,

PageID.2307-2311.) ***All applications made by or on behalf of Plaintiff's tenants were made under the MSHDA/HAND program funded by CAA, rather than under the City's program***. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285; City summary analyzing which program applications of Plaintiff's tenants were processed under, R.66-3, PageID.3066-3067.)

Nevertheless, MSHDA and HAND had voluntarily agreed to have the HARAs apply the City's 80/20 requirements to all applications involving Detroit tenants under the MSHDA program. (See Neblett Dec., R.55-2, PageID.2147-2212, Phillips Dec., R.55-3, PageID.2213-2270, Hoppe Dec., R.55-4, PageID.2272-2285; Piszker dep. tran., R.64, pageID.2984-2985.) In many of these cases, the HARAs awarded Plaintiff 80% of the potential maximum amount of rent owed by the tenant because the rental properties did not have either (1) a Certificate of Compliance or (2) a Certificate of Compliance Exception and a rental registration certificate. (Second Amended Complaint, R. 47, ¶¶ 22, 37.)

XII. The Present Lawsuit.

On July 11, 2023, Plaintiff filed the present action against the City of Detroit (See R.1, PageID.1-120), and filed a First Amended Complaint (R.15, PageID.201-363) on October 13, 2023. Plaintiff filed a Second Amended Complaint on

November 26, 2024 (R.47, PageID.1497-1667.) In general, Plaintiff argued that the City's policy of only awarding 80% of the maximum potential rent owed unless the rental property had obtained a Certificate of Compliance or a Certificate of Compliance Exception and a Rental Registration Certificate violated the Relief Acts, and had deprived it and other similarly-situated landlords in Detroit of their "vested property right" to be awarded 100% of the maximum potential CERA funds. (See Second Amended Complaint, R.47, PageID.1497-1667.)

Plaintiff's Second Amended Complaint contained the following counts:

Count I: 42 U.S.C. §1983
Violation of Fifth Amendment Takings Clause –
Applicable To City Via the Fourteenth Amendment; and

Count II: 42 U.S.C. §1983
Illegal Exaction – Due Process Violation Applicable to the City Via the Fourteenth Amendment.

XIII. Clarification that Plaintiff's Tenants did not Apply under the City's Program, and the Trial Court's Request for Supplemental Briefing on Standing Issues.

During discovery, the City produced, pursuant to a Stipulated Protective Order (R.53, PageID.2073-2076), a report or Excel File generated from MSHDA's "portal" exporting all data regarding applications for CERA funds for all Detroit households, regardless of the program involved. In the City's "Supplement Responsive to Plaintiff's Amended First Set of Interrogatories, Requests for

Admissions and Requests for Production of Documents" (R.66-2, PageID.3062-3064), the City explained that the MSHDA Excel File showed each CERA application and which CERA program and funding source each application was processed under. These included the following four funding sources:

> **2021 – CERA Fund #1:** Refers to funds issued by U.S. Treasury under the C.A.A. to the State of Michigan, via MSHDA and from MSHDA to HAND.
>
> **2022 – CERA Fund #2:** Refers to funds issued by U.S. Treasury under the A.R.P.A. to the State of Michigan, via MSHDA and from MSHDA to HAND.
>
> ***ERAP #2 Detroit: Refers to funds issued by U.S. Treasury under the A.R.P.A. to the City of Detroit.***
>
> **Wayne County ERAP 2:** Refers to funds issued by U.S. Treasury under the A.R.P.A. to Wayne County.

In other words, only applications with the funding source designated as "ERAP # 2 Detroit" were processed under the City's program and paid through funds controlled by the City.

The City reviewed the MSHDA Excel File to analyze all applications submitted by Plaintiff's tenants and created a summary (R.66-3, PageID.3066-3067) showing the seven tenants whom Plaintiff assisted in applying for, or applied directly for, CERA relief identified in Plaintiff's Initial Disclosures (R.66-4, PageID.3-69-3099) and other tenants who were not identified by Plaintiff but shared the same address as Plaintiff's tenants, 25 E. Palmer Street. ***The City's summary (R.66-3,***

PageID.3066-3067) shows that none of Plaintiff's tenants' applications were identified with the funding source "ERAP # 2 Detroit," meaning that none were processed under the City's CERA program.

On June 5, 2025, the trial court issued an "Order for Supplemental Briefing on the Issue of Standing and Subject-Matter Jurisdiction. (R.60.) In light of the fact that applications for CERA assistance filed by Plaintiff's tenants were processed by third parties under rules voluntarily adopted by the MSHDA and/or HAND, the Court's Order required the parties to file supplemental briefs on the question of whether Plaintiff had standing to maintain his claims against the City of Detroit and whether the Court had jurisdiction over the case. The parties did so. (R.65, PageID.3017-3044 and R.66, PageID.3045-3103.)

XIV. The Trial Court's Dismissal of Plaintiff's Case.

The court held a hearing on the issues on July 21, 2025 (see transcript, R.74, PageID.3170-3213). On August 18, 2025, the trial court entered an Opinion and Order Dismissing Case for Lack of Standing[5] (R.69, PageID.3117-3153).

[5] In his brief on appeal, Plaintiff repeatedly insists that he had a constitutionally-protected property interest in the 20% of potential CERA funds withheld after applying the 80/20 requirements. This argument is not relevant in the context of the present appeal, because the lower court's ruling focused on standing and redressability, but it is erroneous nonetheless. As the Seventh Circuit ruled in rejecting a similar claim in *Turner v Westfield Washington Township*, 2022 WL 17039087 (7th Cir 2022), at *2: "The Acts authorize local governments, as the

The District Court, relying in large part on the Sixth Circuit's decision in *Turaani v Wray*, 988 F.3d 313 (6th Cir. 2021), ruled that for a party to show it has standing to maintain an action, the first element the plaintiff must prove is "traceability" – that the defendant's actions, not an independent action by a third party, has caused the plaintiff's injury. The District Court noted:

> More to the point here, "'an injury that results from [a] third party's voluntary and independent actions' does not establish traceability;" which means the City must have "do[ne] more"—e.g., issuing "a 'command' of the third party's actions." *Turaani*, 988 F.3d at 317 (quoting *Crawford v. United States Dep't of Treasury*, 868 F.3d 438, 457 (6th Cir. 2017)).

(R.69, PageID. 3137.)

The District Court found that Plaintiff had failed to show that his claimed

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recipients of block grants, to distribute relief funds to certain eligible applicants, but no individual has a right to the funds. Turner cannot use § 1983 to sidestep the absence of a private right of action under the Acts. To the extent Turner also suggests his "property right" in the benefits can be enforced through the Due Process Clause, the same answer applies." Also see *Alexander v Dallas Co Health & Human Servs Dep't*, 2025 WL 642922, at *5 (ND Tex, January 24, 2025), report and rec. adopted 2025 WL 642047 (ND Tex, February 27, 2025) (" the ERA statutes do not appear to create the kind of "legitimate claim of entitlement" to benefits consistent with a property interest.") The Coronavirus Economic Stabilization Act (or "CARES Act"), 15 U.S.C. §§ 9001, et seq., is closely related to the Relief Acts, and there are numerous cases holding that the CARES Act does not create any property interests sufficient to establish a Section 1983 claim, given the significant discretion afforded the governmental entities distributing such funds. See, e.g., *Moss v. Lee*, 2022 WL 68388 (D. Tenn. 2022); *Winter v New Mexico Dept of Workforce Sols.*, 2023 WL 184115, at *5 (DNM, 2023).

injury was traceable to the City, because the funds Plaintiff applied for were "disbursed to and controlled by the State of Michigan through MSHDA," and "The City thus had no control over these funds." (Id., PageID. 3137.) The trial court concluded:

> The State—not the City—ultimately used its discretion in making the independent, voluntary decision to implement the 80-20 requirement and require HARAs to apply it to Detroit-based applicants. That independent, voluntary, and discretionary decision by the State thus severs the causal chain for traceability purposes and deprives Wolf of Article III standing. See *Turaani*, 988 F.3d at 317.

Id., PageID.3138-3139.

The District Court went on to find that apart from traceability, to establish standing, Plaintiff would also have to establish redressability – showing that a decision in his favor against the City would redress his alleged harm. The court found that ordering the City to reimburse him would have no effect because the City never possessed or controlled the funds he claimed he was entitled to - the State did. Id., PageID.3152-3153.

This appeal followed (R.71, PageID.3155-3156).

STANDARD OF REVIEW

This Court reviews a district court's dismissal for lack of standing de novo. *Dayton Area Chamber of Commerce v Kennedy*, 147 F4th 626, 631–32 (CA 6, 2025)

SUMMARY OF ARGUMENT

The District Court correctly found that Plaintiff lacked standing to pursue his claims against the City of Detroit. The court applied the correct standard of review, finding that "[Wolf] hasn't presented any evidence that the City commanded or coerced the State to adopt the 80-20 requirement." (R. 69, PageID.3148.)

The trial court also applied the correct standard for determining traceability. As this Court instructed in *Turaani v Wray*, 988 F3d 313, 317 (6th Cir. 2021), "'an injury that results from [a] third party's voluntary and independent actions' does not establish traceability;" which means the City must have "do[ne] more"—e.g., issuing "a 'command' of the third party's actions." Reviewing the facts before it, the trial court correctly found that City was in no position to "command" or coerce MSHDA to adopt the 80/20 policy with respect to its program.

The same is true with regard to redressability. The trial court correctly found that the City never possessed and could not control the funds at issue, which Plaintiff has repeatedly described as "a specific identifiable 'parcel' of money." These funds were controlled by MSHDA, HAND and their HARAs, and are now primarily controlled by the 36th District Court, which holds them subject to orders Plaintiff stipulated to. An order against the City will have no effect, because the

City cannot compel any of these entities to release the funds to Plaintiff.

ARGUMENT

I. The trial court applied the correct standard of review in finding that Plaintiff's alleged damages were not traceable to the City, and that his alleged damages would not be redressed by a ruling against the City.

The City admits that when considering whether a party has shown that he or she has standing to maintain a lawsuit, courts typically construe the allegations in the complaint in a light most favorable to the plaintiff. However, it is also true that in applying this standard, "The court's duty to view the facts in the light most favorable to the nonmovant does not require or permit the court to accept mere allegations that are not supported by factual evidence." *Chappell v. City of Cleveland*, 585 F.3d 901, 906 (6th Cir. 2009). Also see *Pruitt v Habib*, 2011 WL 96612, at *6 (WD Ky, January 11, 2011) (citing *Scott v. Harris,* 550 U.S. 372, 380 (2007) ("A court is not required to accept as true a statement that is not supported by the record.")

In this case, the District Court applied the proper standard of review. Although Plaintiff alleged that the City somehow forced MSHDA and/or the HARAs carrying out MSHDA's program to apply the City's 80/20 provisions, the District Court found that "[Wolf] hasn't presented any evidence that the City commanded or coerced the State to adopt the 80-20 requirement." (R. 69,

PageID.3148.)

II. The Trial Court correctly found that Plaintiff had not presented evidence showing that the City commanded or coerced MSHDA to have its HARAs apply the 80/20 policy to MSHDA's program.

The City's representative, Chelsea Neblett, stated unequivocally: "The City of Detroit did not receive any CERA funds under the CAA or through MSHDA, and therefore had no control over these funds or over MSHDA's CERA program." (Neblett Dec., R.55-2, PageID2152. Also see Neblett dep. tran., R.69, PageID.3139)

Plaintiff argues that he presented evidence contradicting the City's position, which the trial court "ignored." As shown below, this is untrue.

A. Plaintiff has mischaracterized the testimony of Louis Piszker.

Plaintiff's brief is based in large part on what he claims a representative of one of the HARAs, Louis Piszker, testified to in his deposition. Plaintiff repeatedly claims that Mr. Piszker testified that that the City forced the HARAs, or "dictated," that the HARAs were required to follow the City's 80/20 provisions when processing applications ***under MSHDA's CERA program***. But this is not what Mr. Piszker stated (and would make no logical sense). Mr. Piszker testified as follows:

> Q. All right. When you started administering the program, were you told that you were going to have to adhere the 80-20 policy? And let's agree what

> we're talking about. The 80-20 policy, first of all, was dictated by the City of Detroit, correct?
> A. Yes.
> Q. All right. And you were required to apply that policy in administering all three programs, correct?
> A. The programs that related to city – in the City of Detroit tenants, yes.
> Q. So you were required to do it for MSHDA, CERA 1, MSHDA CERA 2 and the City of Detroit ERAP program?
> A. Correct.
> Q. And that was by the City of Detroit; you didn't come up with it yourself?
> A. No. That's above our pay grade.
> Q. But it was a dictate by the City?
> A. Yes.
> Q. And you adhered to the dictate?
> A. We adhere[d] to it, yes. ***And I shouldn't just say City of Detroit, but MSHDA had to agree to it also.***

Thus, Mr. Piszker agreed that Wayne Metro was required to follow the 80/20 policy in administering all three programs, but he does state ***who*** required this - the City, which controlled none of the MSHDA funds, or MSHDA, the entity which had supplied more than $100 million in funding.

Most tellingly, Mr. Piszker confirmed that Wayne Metro agreed to apply the 80/20 policy because "MSHDA had to agree to it also." The District Court found that this portion of Mr. Piszker's testimony "is crucial to the standing issue." (R. 69, PageID.3140.) If MSHDA had the power to agree or not agree to the 80/20 policy, this shows, as the trial court found, that the City could not demand that MSHDA compel its HARAs to apply the 80/20 policy. If the City could truly force or command MSDHA to take this action, no agreement by MSHDA would

have been required; the City would have imply instructed MSHDA it had to do this.

At pages 83-84 of his deposition (R.64-6, PageID.2984-2985), Mr. Piszker also testified:

> Q.We know that the MSHDA programs, what we've been calling the MSHDA programs that you dealt with through HAND, the City of Detroit was not a participant, per se, in those programs?
> A. Correct. That's correct.
> Q. Either as a grantee or a contracting partner?
> A. No, that's correct.
> Q. They were complete strangers, legally, right?
> A. Yes.
> Q. ***Why did you then feel compelled to follow their 80-20 policy under the MSHDA programs through HAND?***
> A. …I was told or what I believe to be the case, that the City of Detroit went to MSHDA, ***MSHDA approved the 80-20 split***; therefore, the 80-20 split would be administered consistently to all programs operated in the City of Detroit and that was my understanding.
>
> * * *
>
> ***[I]t would have been mandated to us by HAND. We just didn't bypass HAND.***

Again, this testimony demonstrates that Wayne Metro applied the 80-20 provisions to the MSDA program not because the City could force either MSDA, HAND or the HARAs to do so, but because ***"MSHDA approved the 80-20 split"*** for its program, and HAND – not the City - then ***mandated*** that the HARAs follow this policy when carrying out the MSHDA program.

Plaintiff points out that Mr. Piszker testified that Wayne Metro was not required to the 80/20 policy in other parts of Wayne County other than Detroit. But all this shows is that MSHDA decided to apply the 80/20 policy within the City of Detroit limits, but not elsewhere. This does not contradict the City's position that that MSHDA controlled its program, not the City of Detroit.

B. Appellant has mischaracterized the testimony of Chelsea Neblettt.

At page 22 of his brief, Plaintiff states that the following testimony of City representative Chelsea Neblett showed that the City compelled MSHDA and the HARAs to adopt the 80/20 policy for MSHDA's program:

> the City admits that the HARAs implemented and executed the "80/20" Policy for all CERA programs operating within the City—regardless of whether the Grantee was MSHDA or the City. See Neblett Tx. 1 [R. 64-4, PageID.2962] (acknowledging uniform application of the City's "80/20" Policy and noting "it was important that the policies of the CERA program followed the policies of [the City's] code requirements.") See also Id., Neblett Tx. 1 [R. 64-4, PageID.2964]: Q. Okay. …the city expected Wayne Metro to, with respect to any monies that were escrowed pursuant to the 80/20 policy that Wayne Metro or UCHC would comply with the requirements about the dispersal of the 20 percent? A. That is correct, yes.

But this testimony did not indicate or even suggest that the City had the power to and in fact had forced the HARAs to implement the 80/20 policy with regard to MSHDA's program. Ms. Neblett acknowledged that she expected the HARAs to comply with the 80/20 policy, but the passage above does not clarify whether the question related to the City program or the MSHDA program. but

even if her answer referred to the MSHDA program, this would not have been remarkable, because MSHDA had agreed to apply the 80/20 provisions to its program, so it would have been logical for her to expect that MSHDA's HARAs would do so.

Indeed, in its Opinion dismissing Plaintiff's claims (R.69, PageID.3139) the trial court noted that Ms. Neblett's deposition testimony actually showed that the City had **not** forced MSHDA to adopt the 80/20 policy:

> When asked if the City had policies that it enacted and "applied to both the MSHDA program and to the Detroit program," Neblett responded:
>
> > No. So the City of Detroit, we did have our own CERA policies that were shared with MSHDA, HAND and the HARAs. They were not required to adopt those policies because we did not receive that funding. We did run similar programs for the ease of access, but they were not required to adopt those policies. Id.
>
> She explained that although the CERA policies (like the 80-20 requirement) were used under MSHDA's program and the City's program, "they were not required to be under the MSHDA and HAND program." Id.

C. Michelle Oberholtzer Testimony.

Plaintiff's brief also states:

> When another City representative, Michele Oberholtzer Zimmerman, who worked for the Mayor and was involved in establishing the City's "80/20" Policy was asked about Mr. Piszker's testimony, she expressly stated: "I do not recall **any distinction between those programs as it related to Wayne Metro**. So no, I don't have any basis to disagree" [with his testimony]. R. 65-4, PageID.3044, June 18, 2025 Deposition Tx. Michele Oberholtzer Zimmerman (emphasis added).

Doc. 22, page 21.

But as the trial court noted, the mere fact that Wayne Metro applied the MSHDA program in essentially the same manner as the Detroit program misses the point. This does **not** show that the City was able to force Wayne Metro to apply its program requirements to the MSHDA program. And Ms. Oberholtzer had no reason to disagree with Mr. Piszker's testimony that Wayne Metro applied the City's conditions to both the MSHDA program and the City program, because this is not disputed.

D. Thomas Sperti testimony.

Plaintiff also claims, at page 24 of his brief:

> Wayne Metro's current CFO, Thomas Sperti, also identified the City's "80/20" Policy as a required directive: "…So if there's no certificate of compliance included in that packet, or if it's not valid…then automatically the amount would be at 80 percent, based on the directive from the City." [R. 64-7, PageID.2988.]

But in connection with this statement, Mr. Sperti was not asked to distinguish between the City's program and the MSHDA program, so his testimony does not indicate that the City had the power to coerce MSHDA and MSHDA's HARAs to follow the City's policies ***regarding the MSHDA program***. The City does not dispute that it originally created a directive or policy that 80% of potential rent owed would be awarded unless the property had a certificate of

compliance or exception, but as noted above (see R.64-6, PageID.2984-2985), ***MSHDA approved this*** as applied to its program, and ***HAND mandated that Wayne Metro apply it to the MSHDA program***. Therefore, Mr. Sperti's testimony does not contradict the District Court's finding that in regard to MSHDA's program, the HARAs acted as MSHDA and HAND directed, not as the City demanded.

E. The City's May 12, 2021 Memo.

Other "evidence" Plaintiff submits supposedly demonstrating the City's power to coerce MSHDA to have MSHDA's HARAs apply the City's requirements to MSHDA's program proved the opposite. For example, Plaintiff cites a memo dated May 12, 2021 (R.64-5, PageID.2972) from the City stating that it would be important for MSHDA to support the 80/20 policy, and that the City desired that its program be coordinated with the MSHDA program. This memo shows the City was hoping for support from MSHDA, but that ***MSHDA controlled its own programs***, not that the City could force MSHDA or the HARAs to apply the 80/20 provisions to the MSHDA program.

F. The Kelly Rose Email.

Perhaps the strongest evidence of MSHDA's independence from the City and its power to adopt or reject the 80/20 policy for its program was an email from

Kelly Rose, a representative of MSHDA, dated April 16, 2021, before the City had even begun its program (R.68-2, PageID.3115) stating:

> If we don't start seeing the total approved cases per week approaching 200 by the end of the month and 400 by mid-May, we'll need to revisit the certificate of compliance issue.

As the District Court found (R.69, PageID.3145),

> That [email] works against Wolf's traceability argument, not in favor of it, because it shows that the State's application of the 80- 20 requirement was a voluntary decision within its discretion, not the result of coercion, cajoling, or a command from the City. See *Turaani*, 988 F.3d at 317[.]

The District Court was correct in concluding that MSHDA had the power to discontinue this policy, and in fact was considering doing so (although it never did[6]). This email – which Plaintiff relied on in the trial court but is tellingly missing from his brief on appeal – shows that MSHDA's decision was not "dictated" by the City, but was entirely within MSHDA's discretion.

G. The City Email Regarding Potential "Swap" of Funds.

Plaintiff also relied on an email (R.65-2, PageID.3034) discussing the possibility of the City "swapping" its funds (described in this document as "ERAP

[6] The fact that MSHDA never "revisited" the 80/20 issue supports the City's position that although MSHDA had some reservations at the outset, the 80/20 requirements did not present significantly impact the effectiveness of MSHDA's program.

funds") with the MSHDA program, so that the HARA, UCHC, could "maximize assistance." Plaintiff claims that this shows the City program and the MSHDA program commingled resources and exchanged federally granted funds. But there is no evidence that this proposed transfer ever took place. More importantly, as the District Court found (R.69, PageID.3144),

> This chain doesn't establish that the City mandated anything—in fact, it shows the opposite—it shows the State's independent decision making relating to the CERA1 funds. Neblett's emails establish that the City needed State approval for the apparent funding swap. See Id. at PageID.3034

The email also shows that the two programs had different restrictions (funds in one program could be used differently than funds in the other[7]) and that the funds of each were kept separate – why would there have to be a formal transfer from one to the other if the funds were already mixed together in one pot? And why would there need to be an agreement to transfer any funds if, as Plaintiff claims, the City "dictated" everything that the HARAs did under both programs?

H. The City of Detroit Press Release.

Plaintiff also claims that the City admitted that it "'spearheaded' the MSHDA CERA program," citing to a City press release. (R.63, PageID.3041.)

[7] This document goes on to state: "the State's CERA funds have more restrictions than the City's ERAP funds as the State added additional restrictions beyond Treasury including arrears dates and allowability (such as hotel support for residents experiencing homelessness)." R.65-2, PageID.3037.

But again, this is not what the City stated. The press release relied on by Plaintiff stated:

> ***The Detroit Housing & Revitalization Department has spearheaded the CERA program on behalf of the City***, partnering with local nonprofits for implementation: the Homeless Action Network of Detroit (HAND), United Community Housing Coalition, Wayne Metropolitan Community Action Agency (Wayne Metro), United Way for Southeastern Michigan, MI Legal Services, Lakeshore Legal Aid, and the Heat and Warmth Fund.

This press release referred more broadly to all efforts funded by the U.S. Department of Treasury as "the CERA program," without distinguishing between the City program and MSHDA's program. The point of this paragraph was to note that, to the extent the City was involved in any aspect of these overall efforts, the City's Housing & Revitalization Department was the department that spearheaded such efforts. ***Nowhere does the press release state that the City is "spearheading" MSHDA's program, as Plaintiff claims.***

But even if the press release did state that the City was spearheading MSHDA's program, what would this prove? The key issue is whether the City was able to compel or coerce MSHDA to apply the 80/20 provisions to MSHDA's program, or whether MSHDA had the discretion to set the conditions of its program as it saw fit. This press release does not contradict the City's evidence that MSHDA voluntarily applied the 80/20 provisions to its program in Detroit.

III. The trial court correctly found that Plaintiff failed to show that his claimed injuries were traceable to the City's actions, or that a ruling against the City would redress his claimed injury.

A. General Principles Relating to Standing, "Traceability," and Jurisdiction.

The trial court's June 5, 2025 Order succinctly summarized the general rules relating to Article III standing, "traceability" and subject matter jurisdiction as follows:

> Under the U.S. Constitution, the "Judicial Power" is limited to resolving "Cases" and "Controversies." U.S. Const. art. III, § 2; *Turaani v. Wray*, 988 F.3d 313, 316 (6th Cir. 2021). This requirement, otherwise known as Article III standing, obligates a party filing suit in federal court to "show that he has 'suffered an injury in fact,' the injury is 'traceable' to the defendant's action, and a favorable decision will likely redress the harm." *Turaani*, 988 F.3d at 316 (citation omitted). "Each element is an 'irreducible constitutional minimum.'" *Id.* (citation omitted). Article III courts have an independent obligation to ensure they have subject-matter jurisdiction over a case, and "standing is perhaps the most important of the jurisdictional doctrines." *Burt v. Playtika, Ltd.*, 132 F.4th 398, 406 (6th Cir. 2025) (quotation marks, citations, and brackets omitted). Courts are also obligated to consider subject-matter jurisdiction issues, like standing, *sua sponte*.[8] *See Gonzalez v. Thaler*, 565 U.S. 134, 141 (2012).
>
> The Court's concern arises with traceability, which "looks to whether the defendant's actions have a 'causal connection' to the plaintiff's injury." *Turaani*, 988 F.3d at 316. As the *Turaani* court explained, an

[8] While district courts may raise issues of standing and jurisdiction sua sponte, the City raised these issues in both its Answer to Plaintiff's Second Amended Complaint (R. 51, Affirmative Defenses 2, 8 and 14, PageID.2027–2031), and in its brief in opposition to Plaintiff's motion for summary judgment (R.55).

> independent action by a third party not before the court is usually insufficient to satisfy this element:
>
> > Indirect harms typically fail to meet this element because harms "result[ing] from the independent action of some third party not before the court" are generally not traceable to the defendant. That means that, unless the defendant's actions had a "determinative or coercive effect" upon the third party, the claimant's quarrel is with the third party, not the defendant."
>
> *Id.* (citations omitted; alteration in original). More to the point here, "'an injury that results from [a] third party's voluntary and independent actions' does not establish traceability;" which means the City must have "do[ne] more," – *e.g.*, issuing "a 'command' of the third party's actions." *Id.* at 317 (quoting *Crawford v. United States Dep't of Treasury*, 868 F.3d 438, 457 (6th Cir. 2017)).
>
> R.60, PageID.2679-80.

The City concedes that Plaintiff alleged – although did not prove – that he suffered an injury in fact. Therefore, the City will focus on the second and third elements in the 3-part standing test described by the Court in *Turaani v Wray*, 988 F.3d 313 (6th Cir 2021): traceability and redressability. As the District Court properly found, Plaintiff did not establish either of these elements here.

B. Plaintiff failed to show that his injuries were traceable to the City's CERA Program and actions.

The District Court relied in large part on *Turaani v Wray*, 988 F.3d 313 (6th Cir 2021), and this case is particularly instructive. In *Turaani,* the plaintiff attempted to purchase a firearm. The seller, as required by law, ran the plaintiff's

name through the National Instant Criminal Background Check System ("NICS") to determine if any disqualifying factors were present, and received a "delay" response, requiring the dealer to wait three days before completing the sale. The next day, an FBI agent showed up at the gun dealer's home, showed him pictures of the plaintiff with another person of apparent Middle Eastern descent and stated that "we have a problem with the company" the plaintiff "keeps." A few days later, the dealer told the plaintiff he had been visited by the FBI and was no longer comfortable selling him the gun. The plaintiff then sued the FBI under 42 U.S.C. §1981, alleging that the FBI violated his rights.

The Sixth Circuit affirmed the trial court's dismissal of the case, finding that the plaintiff's injuries were not "traceable" to the FBI's actions, because the FBI's communication with the dealer was "a distant cry from forcing action." *Turaani,* supra, at 316. The Plaintiff countered that the FBI's actions caused the dealer to cancel the sale, but the Sixth Circuit rejected this argument, stating:

> Turaani pushes back, claiming that the FBI's actions amounted to a sufficient cause of the dealer's decision not to sell the gun. But, in doing so, he never refutes the applicability of *Crawford*. It says that "an injury that results from the third party's *voluntary and independent* actions" does not establish traceability; **the government must do more, say by establishing a "*command*" of the third party's actions.** *Crawford*, 868 F.3d at 457. Turaani never asserts that Chambers ***commanded*** the gun dealer not to go through with the sale. **The dealer instead exercised his discretion** after speaking with Chambers. Because Chambers did not compel his chosen course of conduct, we are left only

> with the kind of attenuated causal chain that fails to meet Article III's requirements. Turaani's reliance on a "chain of contingencies," in all its rippling glory, creates "mere speculation," not a traceable harm. *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 410, 133 S.Ct. 1138, 185 L.Ed.2d 264 (2013).

Turaani v Wray, 988 F3d 313, 317 (6th Cir. 2021) (Emphasis added.)

As the District Court noted, other cases in the Sixth Circuit are consistent with *Turaani*. For example, in *Changizi v Dept of Health & Human Servs.*, 82 F.4th 492 (6th Cir. 2023), cert den 144 S Ct 2716; 219 L Ed 2d 1336 (2024), the plaintiff sued the Department of Health and Human Services, claiming that as a result of the Biden Administration's public statements urging major social media platforms to stop amplifying misinformation regarding COVID-19 vaccinations, they were banned from Twitter. Citing *Bennett v. Spear*, 520 U.S. 154, 169, 117 S.Ct. 1154, 137 L.Ed.2d 281 (1997) and *Turaani*, the Sixth Circuit confirmed that to show that their injuries were traceable to the federal government, ***plaintiffs "must show that the defendant's actions had a 'determinative or coercive effect' on the third party*** such that the actions of the third party can be said to have been caused by the defendant." This Court affirmed the dismissal of the plaintiffs' claims, finding that the plaintiffs failed to show that Twitter's actions did not result from its ***"broad and legitimate discretion"*** as an independent company, or that their complaint had "adequately pleaded that HHS ***compelled*** Twitter's chosen course of conduct." Also see *United*

States v. Carroll, 667 F.3d 742, 745 (6th Cir. 2012) ("Plaintiff's alleged injuries in this case 'depends on the ***unfettered choices made by independent actors*** not before the court[ ] and whose exercise of broad and legitimate discretion the court[ ] cannot presume to either control or to predict.'"); and *Shreeve v Rayes*, 2021 WL 269922, at *2–4 (ED Mich, January 27, 2021) (plaintiffs' equal protection and due process claims against city claiming City allowed neighbors to build house too close to lake dismissed where "Plaintiffs' neighbors ***were not directed or controlled*** by Defendants[.]")

Plaintiff cannot establish that his alleged injuries are traceable to the City's actions for the same reasons the courts dismissed claims in the cases cited above. Although the City had communications with MSHDA regarding the "80/20" conditions the City planned to apply to its CERA program (which was not yet in effect), the City did not "command" or "coerce" MSHDA to adopt these same conditions for MSHDA's program. Plaintiff's alleged injuries in this case resulted not from the City's CERA Program or the City's actions, but from the "voluntary and independent actions" of those developing and administering MSHDA's CERA program, and from MSHDA's informed, independent and voluntary decision to apply the 80/20 conditions to Detroit households under its program.

Plaintiff has argued that that the Sixth Circuit's decision in *Parsons v U.S. Dept. of Justice*, 801 F.3d 701 (6th Cir. 2015), supports his position in the present case. The trial court correctly found *Parsons* distinguishable. In *Parsons*, after the federal Department of Justice labeled fans of a musical group a "gang," local and state law enforcement began harassing the fans, prompting a lawsuit against the federal government. The court found that Article III causation existed even though there had been no direct order by the federal government to the state and local authorities because "it is possible to motivate harmful conduct without giving a direct order to engage in such conduct." Id., at 714. The *Turaani* Court distinguished *Parsons*, noting that "because of the cooperative relationship between local and national law enforcement, local law enforcement "may feel compelled to follow the lead of federal law enforcement and take action pursuant to information provided" by the Department of Justice." *Turaani v Wray*, 988 F3d 313, 317 (6th Cir. 2021).

The trial court held that Plaintiff's attempt to rely on *Parsons* "misses the mark because when it came to the funds Wolf received or applied for, these were the "dictates" of the State, *not the City*." (R.69, PageID.3149.)

The City also argued that analogizing the facts and ruling in Parsons to the present case ignores the power dynamic inherent in the relationships involved in

these cases. It is well known that the federal government provides significant funding to state and local governments. (See, e.g., *United States v $1,75603 in US Currency*, ___F.Supp.3d.___, 2025 WL 593674, at *2 (ED Mich 2025); *Ramsey v City of Highland Park*, 2014 WL 12585772, at *1 (ED Mich 2014)). Given this relationship, it would not be unusual, as in *Parsons*, for a state or local agency, even if not legally compelled to follow federal directives, to nevertheless ***feel compelled*** to do so, in order to not risk current or future funding. But the contrary is not true. An entity ***providing*** funding to another, such as the State of Michigan, is not likely to feel compelled to adopt policies requested by a ***receiving*** entity, such as the City of Detroit.[9] The District Court agreed with the City's position, stating that although "an imbalance of the 'cooperative relationship between local and national law enforcement' may compel local law enforcement to feel like it must 'follow the lead of federal law enforcement and take action' on information from the Department of Justice," "that same imbalance doesn't exist when it's the City supposedly coercing the State." (R.69, PageID.3150.)

[9] Although the City received no CERA funding from the State of Michigan, it received at least $149,719,386 in other State funding in 2020, and $134,432,674 in 2021. (See Terri Daniels Declaration, R.66-5, PageID.3101-3103.)

Therefore, the District Court properly found that the City could not, and did not, coerce or compel MSHDA to adopt the City's 80/20 policy in MSHDA's program.

The City also points out that in this case, Plaintiff alleges an unconstitutional taking of a specific identifiable parcel of money. In a taking case, where a third party not in the case has allegedly deprived a plaintiff of specific property, it does not make sense to impose liability on a party which never possessed or controlled the disposition of the property at issue. *Parsons* did not involve a taking claim, so its holding should not apply in this case.

C. The trial court correctly found that a decision against the City would not redress Plaintiff's alleged injuries.

Finally, the trial court correctly found that Plaintiff could meet the third element to establish standing, because a ruling against the City that the City's 80/20 policy was unlawful would not redress his alleged injuries. Plaintiff alleges that once his tenants' applications were approved by the HARAs, UCHC and Wayne Metro, he had a constitutionally-protected property interest in "a specific identifiable 'parcel' of money" -100% of the total potential rent held by the HARAs. (R. 47, ¶¶ 75, 72, 39, 82, 107, PageID.1520-1521, 1509-1510, 1522, 1527.) But as the District Court found, because Plaintiffs' tenants' applications were all processed under the MSHDA program and using MSHDA's funds, the City never had possession of

Plaintiff's alleged "specific identifiable 'parcel' of money," and never had any control over the disposition of these funds. If the Court were to enter a finding of liability against the City of Detroit, holding that he has a property interest in the specific funds that were escrowed when his tenants' applications were processed, the City could not compel any party or non-party – MSHDA, HAND, UCHC, Wayne Metro or the 36th District Court[10] - to disburse these funds to Plaintiff.

CONCLUSION

For the reasons set forth above, Defendant/Appellee, the City of Detroit, requests that this Court affirm the trial court's dismissal of Plaintiff's claims.

Respectfully submitted,

s/Eric B. Gaabo
Attorney for Appellee City of Detroit

Dated: January 26, 2026

[10] As shown in Plaintiff's Initial Disclosures, R.66-4, PageID.3-69-3099, in regard to the seven Wolf tenants at issue, at least six had escrows deposited into the 36th District Court pursuant to conditional dismissal orders stipulated to by Plaintiff's counsel. The City cannot demand that the funds be disbursed to Plaintiff; these funds must be disbursed by the 36th District Court in accordance with the explicit terms of those orders.

CERTIFICATE OF COMPLIANCE

I certify that, pursuant to Fed. R. App. P. 32(a), that the foregoing Brief is proportionally spaced, has a typeface of Times New Roman 14 Point, and contains 12,787 words.

s/Eric B. Gaabo
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Dated: January 26, 2026

DESIGNATION OF RELEVANT DISTRICT COURT DOCUMENTS

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28	City of Detroit's Motion to Dismiss or for Judgement on the Pleadings, with exhibits	967-1084
32	City of Detroit's Reply Brief in support of motion to dismiss or for judgment on the	1208-1221

	pleadings, with exhibits	
47	Plaintiff's Second Amended Complaint and exhibits	1497-1667
51	City of Detroit's Answer and Affirmative Defenses to Second Amended Complaint, with Exhibits	1988-2070
55	City of Detroit's Brief in Opposition to P's Motion for Partial Summary Judgment on the Issue of Obstacle Preemption, with exhibits	2085-2551
60	Order for Supplemental Briefing on the Issue of Standing and Subject-Matter Jurisdiction	2678-2683
65	Plaintiff's Supplemental Brief on the Issue of Standing and Subject-Matter Jurisdiction	3017-3044
66	City of Detroit's Supplemental Brief on the Issue of Standing and Subject-Matter Jurisdiction, with exhibits	3045-3103
68	P's Submission of Supplemental Exhibits	3106-3116
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74	Transcript to oral argument regarding standing held on 07/21/2025	3170-3213

CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2026, I electronically filed the foregoing paper with the Clerk of the Court using the Sixth Circuit's ECF system, which will send notification of such filing and the foregoing papers to the attorney(s) of record with the court.

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