UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

DENARD ROBINSON; BRAYLON EDWARDS; MICHAEL MARTIN; SHAWN CRABLE, Individually and on behalf of themselves and former University of Michigan football players similarly situated,

Plaintiffs,

v.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION aka "NCAA"; BIG TEN NETWORK "aka" BTN; BIG TEN CONFERENCE, INC.,

Defendants. /

Case No.: 24-12355
Honorable Terrence G. Berg

PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT [ECF 59] PURSUANT TO FED. R. CIV. P. 59(e)

Plaintiffs, DENARD ROBINSON, BRAYLON EDWARDS, MICHAEL MARTIN, and SHAWN CRABLE (collectively, the "Plaintiffs"), by and through their attorneys, CUMMINGS, McCLOREY, DAVIS & ACHO, PLC, and for their Motion to Alter or Amend Judgment [ECF 59] Pursuant to Fed. R. Civ. P. 59(e), state as follows:

Plaintiffs rely on the law and argument in the attached brief in support of this motion.

Plaintiffs sought concurrence in the relief requested in this motion from Defendants. Concurrence was denied.

WHEREFORE, for these reasons and for those in the attached brief, Plaintiffs DENARD ROBINSON, BRAYLON EDWARDS, MICHAEL MARTIN, and SHAWN CRABLE respectfully request that this Honorable Court grant them relief from its Order Granting Defendants' Motions to Dismiss; Denying Defendants' Motion to Change Venue or, In the Alternative, To Stay Proceedings; and Denying Plaintiffs' Motion to Certify Class (ECF 59) pursuant to Federal Rule of Civil Procedure 59(e).

Respectfully submitted,

Cummings, McClorey, Davis & Acho, PLC

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Dated: October 20, 2025

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BRIEF IN SUPPORT OF PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGMENT [ECF 59] PURSUANT TO FED. R. CIV. P. 59(e)

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ISSUES PRESENTED

I. SHOULD THIS HONORABLE COURT GRANT RECONSIDERATION PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 59(E) BECAUSE THIS COURT CLEARLY ERRED BY MISAPPLYING THE STANDARD FOR RELIEF UNDER RULE 12(B)(6) AND CONTROLLING AND PERSUASIVE PRECEDENTS REGARDING CONTINUING ANTI-TRUST VIOLATIONS AND THE RESULT WILL BE MANIFEST INJUSTICE?

The Defendants will answer: "No."

The Plaintiffs answer: "Yes."

II. SHOULD THIS HONORABLE COURT GRANT RECONSIDERATION PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 59(E) BECAUSE THIS COURT CLEARLY ERRED BY MISAPPLYING THE STANDARD FOR RELIEF UNDER RULE 12(B)(6) TO PLAINTIFFS' UNJUST ENRICHMENT CLAIM AND THE RESULT WILL BE MANIFEST INJUSTICE?

The Defendants will answer: "No."

The Plaintiffs answer: "Yes."

INTRODUCTION

This case is potentially a historic one. It seeks to right wrongs committed for more than a half century, and, as such, painstaking research went into the preparation of a Complaint that correctly plead to avoid dismissal at any stage, but most certainly at the initial stage before discovery could be conducted. This Court's dismissal of the case in its entirety was not only shocking, it was – and we state this in a most respectful fashion – a wrong decision.

Plaintiffs now invoke Federal Rule of Civil Procedure 59(e) to respectfully request that this Court reconsider its September 26, 2025 Order Granting Defendants' Motions to Dismiss; Denying Defendants' Motion to Change Venue Or, in The Alternative, to Stay Proceedings; and Denying as Moot Plaintiffs' Motion to Certify Class ("Opinion and Orders"). (Opinion and Orders, ECF 59).

Reconsideration of the Opinion and Orders pursuant to Rule 59(e) is justified and appropriate because, again, respectfully, this Court committed clear errors of law by (1) misapplying the legal standard for relief under Rule 12(b)(6) to Plaintiff's First Amended Complaint ("FAC"), (2) overlooking dispositive allegations in Plaintiffs' antitrust and unjust enrichment claims, and (3) misapplying controlling antitrust law regarding the statute of limitations, overt acts, and continuing antitrust violations to their well-pled allegations.

The result of this Court's Opinion and Orders, if not corrected, would inflict manifest injustice on Plaintiffs. This Court incorrectly and precipitously dismissed their claims with prejudice and without an opportunity to prove them, and thus improvidently denied them their day in court.

For these reasons – as more fully explicated below – relief under Rule 59(e) is both necessary and appropriate to correct the manifest injustice of this Court's Opinion and Orders.

ARGUMENT

I. Legal Standard.

Federal Rule of Civil Procedure 59(e) "enables a party to request that a district court reconsider a just-issued judgment." *Banister v. Davis*, 590 U.S. 504, 507 (2020). The rule gives a "district court the chance 'to rectify its own mistakes in the period immediately following" its decision.'" *Banister*, 590 U.S. at 508 (quoting from *White v. New Hampshire Dept. of Employment Security*, 455 U.S. 445, 450 (1982)). "Under Rule 59, a court may alter the judgment based on: (1) a clear error of law; (2) newly discovered evidence; (3) an intervening change in controlling law; or (4) a need to prevent manifest injustice." *Gen. Motors, LLC v. FCA US, LLC*, 44 F.4th 548, 563 (6th Cir. 2022) (quoting from *Clark v. United States*, 764 F.3d 653, 661 (6th Cir. 2014)).

II. This Court Should Reconsider Its Opinion And Orders Under Rule 59(e) Because It Clearly Misapplied The Standard for Relief Under Rule 12(b)(6) and Controlling and Persuasive Precedents Regarding Continuing Antitrust Violations and the Result Will Be Manifest Injustice to Plaintiffs if Uncorrected.

A. This Court Clearly Erred Because Plaintiffs Did Not Affirmatively Plead Themselves Out of Court.

It is axiomatic that this Court was **required** to construe Plaintiffs' FAC "in the light most favorable to" them, "accept all of the complaint's factual allegations as true, and decide whether the plaintiffs can prove any set of facts in support of their claims that would entitle them to relief." *Penny/Ohlmann/Nieman, Inc. v. Miami Valley Pension Corp.*, 399 F.3d 692, 697 (6th Cir. 2005).

It is also axiomatic that Plaintiffs had no obligation to plead in avoidance of anticipated affirmative defenses, including the statute of limitations. For this reason, a "motion under Rule 12(b)(6), which considers only the allegations in the complaint, is generally an inappropriate vehicle for dismissing a claim based upon the statute of limitations*." Cataldo v. U.S. Steel Corp*., 676 F.3d 542, 547 (6th Cir. 2012) (emphasis added). Dismissal is appropriate only when "the allegations in the complaint affirmatively show that the claim is time-barred." *Cataldo*, 676 F.3d at 547 (emphasis added).

This Court did not construe Plaintiffs' FAC in the light most favorable to them and failed to discern whether "any set of facts in support of their claims" entitled them to relief. Had this Court done so, it would have recognized Plaintiffs'

allegations for what they are, namely a nuanced antitrust theory that did not focus exclusively on the NCAA's mandatory student statement forms, which incidentally are not in the record or otherwise in Plaintiffs' possession. Rather, Plaintiffs' FAC plainly alleged (1) the existence of NCAA's evolving and periodically-revised rules and practices (embodied in its bylaws) that enable Defendants to monopolize and monetize Plaintiffs' NIL; and (2) new and evolving conduct by the Defendants to further the goals of their conspiracy, including, for example, entering into recent contracts for media rights with third-parties that showcase Plaintiffs' NIL.

For example, Plaintiffs allege that "[t]he NCAA **rules and practices**[1] – including the requirements that student-athletes sign away their names, images, likenesses, and publicity rights…to the NCAA – **and the agreement among the NCAA and its named and unnamed co-conspirators**, including its member institutions, to adhere to these rules **constitute a contract or combination … in restraint of trade**…" (Am. Compl. ¶ 120, PageID 268) (emphasis added). "The NCAA's **anticompetitive practices**" – i.e., embodied in the NCAA bylaws – "ensured that Plaintiffs were unable to access" the "economic opportunities" from their NIL. (Am. Compl. ¶ 120, PageID 268) (emphasis added). Plaintiffs further

[1] The challenged NCAA rules regarding "amateur status" and publicity rights remained in effect up to 2025, when the NCAA revised them pursuant to the *House* settlement. *See* Order Granting Plaintiffs' Motion for Final Settlement Approval as Modified, 20-cv-03919-CW, ECF 979).

allege that the "NCAA, the Big Ten and BTN have imposed a **regime of restrictive agreements that artificially fixed the value of Plaintiff's NIL at zero**, resulting in profound economic harm." (Am. Compl. ¶ 123, PageID 269) (emphasis added).

Moreover, Plaintiffs' FAC alleges that Defendants have, within the limitations period, taken discrete and independent actions to further the goals of the conspiracy to monopolize and monetize Plaintiffs' NIL. For example, Plaintiffs allege, in part, that Defendants monetize their NIL through media deals involving the broadcasting of "highlights, promotional videos, and other content" featuring their NIL. (Am. Compl. ¶ 62, PageID 245-246). In fact, Plaintiffs allege specific examples of this NIL use, including "Denard Robinson's electrifying runs, Michael Martin's dominant defensive performances, Braylon Edwards' spectacular catches and game winning touchdowns, and Shawn Crable's game-changing defensive maneuvers." *Id.* Indeed, it is common knowledge that, in August 2022, Defendant Big Ten Conference entered into a $7 billion media rights deal worth over $7 billion with the Fox, CBS, and NBC networks.[2] This media rights deal falls squarely within Plaintiffs' allegations in their FAC, namely that Defendants have taken independent and discrete actions within the limitations period to monetize Plaintiffs' NIL.

[2] Alan Blinder and Kevin Draper, *Topping $1 Billion A Year, Big Ten Signs Record TV Deal For College Conference*, N.Y. Times, August 18, 2022. This Court may take judicial notice of facts in the public record that are "not subject to reasonable dispute." *Passa v. City of Columbus*, 123 F. App'x 694, 697 (6th Cir. 2005).

In short, Plaintiffs' nuanced antitrust allegations are aimed more generally at the NCAA's anti-competitive bylaws, Defendants' conspiracy to use these bylaws to monetize their NIL, and actions taken to further the goals of the conspiracy. Respectfully, the Court overlooked these allegations and, at Defendants' behest, focused on a handful of allegations – i.e., regarding the NCAA's mandatory student statement forms – out of the 190 paragraphs in Plaintiffs' FAC. It is also important to bear in mind that the numerous NCAA student statement forms spanning decades are simply not in Plaintiffs' possession. What is presently known about the student statements comes from the NCAA Bylaws, which themselves are evolving and periodically revised. For example, the 2014-2015 NCAA bylaws identify the "content and purpose" of the student forms as follows:

> 12.7.2 Student-Athlete Statement.
>
> 12.7.2.1 Content and Purpose. Prior to participation in intercollegiate competition each academic year, a student-athlete shall sign a statement in a form prescribed by the Legislative Council in which the student-athlete submits information related to eligibility, recruitment, financial aid, amateur status, previous positive-drug tests administered by any other athletics organization and involvement in organized gambling activities related to intercollegiate or professional athletics competition under the Association's governing legislation. Failure to complete and sign the statement shall result in the student-athlete's ineligibility for participation in all intercollegiate competition. Violations of this bylaw do not affect a student-athlete's eligibility if the violation occurred due to an institutional administrative error or oversight, and the student-athlete subsequently signs the form; however, the

> violation shall be considered an institutional violation per Constitution 2.8.1. (Revised: 1/10/92 effective 8/1/92, 1/14/97, 2/19/97, 4/24/03, 11/1/07 effective 8/1/08, 7/31/14).[3]

Therefore, upon information and belief, by executing these mandatory student statements, Plaintiffs would have confirmed their receipt of the Division Manual (containing the NCAA's Constitution, Operational Bylaws, and Administrative Bylaws) and affirmed their "amateur status" as defined in Bylaw Article 12.1.2.[4] As such, Plaintiffs' execution of the mandatory NCAA student statements were not (and could not be), by themselves, the alleged "challenged conduct" underlying their claims.

Finally, to the extent that certain allegations in Plaintiffs' FAC regarding the NCAA student statements might be somehow construed as the wrongdoing by Defendants, these allegations must be read in conjunction with Plaintiffs' other allegations (as elaborated above). Rule 8(d)(2) expressly provides that a party "may set out 2 or more statements of a claim…If a party makes alternative statements, the pleading is sufficient if any one of them is sufficient." Indeed, the Sixth Circuit has

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[3] Https://www.ncaapublications.com/p-4355-2014-2015-ncaa-division-i-manual-august-version.aspx. Again, this Court may take judicial notice of facts in the public record that are "not subject to reasonable dispute." *Passa*, 123 F. App'x at 697.

[4] "Amateur status" is defined by Bylaw 12.2.2 to condition eligibility in intercollegiate competition in a particular sport on the commitment to forego "pay in any form" for the use of their athletic skill.

recognized that "Rule 8(e)(2) concerns the ability to plead alternative legal arguments, even if they are inconsistent or based on inconsistent facts." *Teledyne Indus., Inc. v. N.L.R.B.*, 911 F.2d 1214, 1218 (6th Cir. 1990). *See also* 5 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 1283 (3d ed.) ("Under Federal Rule 8(d)(2) a party may include inconsistent allegations in a pleading's statement of facts.") After all, "[p]leadings must be construed so as to do justice." Fed. R. Civ. P. 8(e). Respectfully, this Court should have construed Plaintiffs' FAC in the light most favorable to them and to do justice.

B. This Court Clearly Erred By Concluding That Plaintiffs Failed To Plead Viable Continuing Antitrust Violations.

Since the seminal United States Supreme Court cases of *Hanover Shoe, Inc. v. United States Machinery Corp*., 392 U.S. 481 (1968) and *Zenith Radio Corp. v. Hazeltine Research Inc.*, 401 U.S. 321 (1971), courts from various circuits have time and again found the type of continuing antitrust violations advanced by Plaintiffs to be legally cognizable and redressable.

Take, for example, *DXS, Inc. v. Siemens Medical Systems, Inc.*, 100 F.3d 462 (6th Cir. 1996). In *DXS*, defendant Siemens allegedly enacted a series of anti-competitive policies and notified plaintiff DXS regarding them in 1987, outside of the antitrust statute of limitations. However, defendant Siemens did not act on these policies until 1988, which was within the statute of limitations. Defendant Siemens moved for summary judgment on its statute of limitations defense for the same

reason advanced here, and the trial court granted defendant summary judgment. The Sixth Circuit Court of Appeals reversed the trial court because when "viewed in the light most favorable to DXS," defendant Siemens' enforcement of the policies in 1988 were "new and independent acts" causing "new and accumulating injury on DXS." *DXS*, 100 F.3d at 468. As in *DSX*, the wrong here is not just the anticompetitive NCAA policies; the wrongs include the actions taken by Defendants in furtherance of the polices, including media rights deals as recently as August 2022, to actively (rather than passively) monetize the NIL. As such, by application of *DXS*, Plaintiffs have advanced viable continuous antitrust violations. Moreover, as in *DXS*, Plaintiffs' allegations should be tested at the summary judgment, rather than the pleadings, stage of the case.

The same conclusion is required by application of precedents from other circuits. Take, for example, *Imperial Point Colonnades, Inc. v. Mangurian*, 549 F.2d 1029 (5th Cir. 1977). In *Mangurian*, defendant owned a condominium complex and an adjacent recreational center. Defendant Mangurian required the complex's condominium association to lease the recreational center and, additionally, the condominium unit purchasers to assume that lease. The lease payments increased precipitously, causing the plaintiff condominium unit purchasers to file a lawsuit challenging the rent increases (caused by the increasing lease payments) resulting from the anticompetitive tying agreement. As in *DXS*, defendant Mangurian moved

for summary judgment, asserting his statute of limitations defense. Specifically, defendant Mangurian argued that "plaintiffs' causes of action accrued when plaintiffs entered the leases in question, and not when plaintiffs made payments under the lease." *Mangurian*, 549 F.2d at 1041. The district court accepted defendant's argument and granted summary judgment. The Fifth Circuit Court of Appeals reversed the district court, in part, based on *Hanover Shoe* and *Zenith*, recognizing that "a new cause of action for conspiracy should accrue upon the commission of each such act of collection." *Mangurian*, 549 F.2d at 1043. Here, as in *Mangurian*, each new act taken by Defendants to monopolize and actively (rather than passively) monetize Plaintiffs' NIL constitutes a continuing antitrust violation. Moreover, as in *Mangurian*, Plaintiffs' allegations should be tested at the summary judgment, rather than the pleadings, stage of the case.

Indeed, there are numerous other cases that, like *DXS* and *Mangurian*, conflict with this Court's Opinion and Orders. *See Twin City Sportservice, Inc. v. Charles O. Finley & Co*., Inc., 512 F.2d 1264, 1270 (9th Cir. 1975) (holding that a final amendment to a contract made in 1954 did not preclude plaintiff from bringing suit in 1968 where the defendants continuously benefitted from their wrongdoing); *Hennegan v. Pacific Creative Service, Inc*., 787 F.2d 1299 (9th Cir. 1986) (holding that payments made from souvenir vendors to tour operators pursuant to pre-limitations agreements to steer tourists away from plaintiff's gift shop were

continued, separate antitrust violations within the limitations period); *Pace Industries, Inc. v. Three Phoenix Co*., 813 F.2d 234 (9th Cir. 1987) (holding that a lawsuit to enforce a pre-limitations contract is an overt act restarting the limitations period); *Oliver v. SD-3C LLC*, 751 F.3d 1081, 1086 (9th Cir. 2014) (recognizing that "the Supreme Court and federal appellate courts have recognized that each time a defendant sells its price-fixed product, the sale constitutes a new overt act causing injury to the purchaser and the statute of limitations runs from the date of the act."); *Samsung Electronics Co., Ltd v Panasonic Corp*., 747 F.3d 1199 (9th Cir. 2014) (holding that "an action taken under a pre-limitations contract was sufficient to restart the statute of limitations as long as defendant had the ability not to take the challenged action…"); and *Bray v. Bank of Am. Corp*., 784 F. App'x 738, 741 (11th Cir. 2019) (holding that "[w]hen an alleged antitrust conspiracy results in ongoing sales or the collection of payments over time, …each sale or payment constitutes a new 'act' that starts the running of the statute of limitations.'")

Therefore, as set forth above, Plaintiffs' allegations of continuing antitrust violations are viable, and their injuries redressable. In concluding otherwise, this Court relied on decisions that are plainly inapposite to this case. First, take, for example, *Barnosky Oils, Inc. v. Union Oil Co. of Californi*a, 665 F.2d 74 (6th Cir. 1981). In *Barnosky*, the plaintiff alleged a specific, final, and immutable anticompetitive act – namely, the coercion to terminate a retailer – that was time-

barred. Here, unlike *Barnosky Oil* and as set forth above, Plaintiffs' FAC alleges (1) an evolving set of anticompetitive NCAA rules and practices governing the acquisition and use of Plaintiffs' NIL; a (2) conspiracy between Defendants to monetize that NIL; and (3) specific active (rather than passive) conduct taken by Defendants in furtherance of the conspiracy within the limitations period, including, but not limited to, media rights agreements as recent as August 2022 (through which the NIL is monetized).

Second, *Peck v. General Motors Corp.*, 894 F.2d 844 (6th Cir. 1990) is equally distinguishable. In *Peck*, the specific, final, and immutable anticompetitive act – namely the limitations allegedly placed on the plaintiffs' car dealership by defendant GM – occurred outside of the limitations period. But here, unlike *Pec*k, Plaintiffs allege an evolving set of NCAA rules, practices and agreements between Defendants that have been acted upon and enforced by them within the limitations period.

Third, this Court's reliance on *Z Technologies Corp. v. Lubrizol Corp.*, 753 F.3d 594 (6th Cir. 2014), is entirely misplaced. Unlike this case, *Z Technologies* involved a price increase in "a merger-acquisition context," which the Sixth Circuit concluded "does not extend the statute of limitations." *Z Technologies*, 753 F.3d at 599. Moreover, unlike the merger and acquisition in *Z Technologies*, which involved no subsequent action in furtherance of the alleged conspiracy, Plaintiffs have alleged an evolving set of NCAA rules and practices, along with agreements

and new independent actions in furtherance of Defendants' concerted efforts to monopolize and monetize their NIL (e.g., media rights agreements as recent as 2022).

Finally, contrary to this Court's conclusion, the "analyses and reasoning" of *Chalmers v. National Collegiate Athletic Associations*, 24-cv-05008-PAE (ECF No. 127), and *Pryor v. Nat'l Collegiate Athletic Ass'n et al*., Case No. 24-cv-4019 (S.D. Ohio), are neither "compelling" nor "applicable" because, as thoroughly set forth above, Plaintiffs' antitrust allegations are fundamentally different than those asserted in *Chalmers* and *Pryor*. (Opinion and Order p. 22, PageID 848).

For these reasons, this Court should reconsider its Opinion and Orders pursuant to Rule 59(e) because, respectfully, it committed a clear error of law by concluding, as a matter of law and without the benefit of discovery, that Plaintiffs' antitrust allegations are time-barred and the result will be manifest injustice to the Plaintiffs.

III. This Court Should Reconsider Its Opinion And Orders Under Rule 59(e) Because It Clearly Erred By Dismissing Plaintiffs' Unjust Enrichment Claim and The Result Will Be Manifest Injustice if Uncorrected.

In evaluating the viability of Plaintiffs' unjust enrichment claim, this Court was required to (1) construe Plaintiffs' FAC "in the light most favorable to" them, and (2) to "accept all of the complaint's factual allegations as true, and decide

whether the plaintiffs can prove any set of facts in support of their claims that would entitle them to relief." *Penny/Ohlmann/Nieman, Inc.*, 399 F.3d at 697.

This Court failed to comply with this standard because it misconstrued (or overlooked) Plaintiffs' allegations to conclude that Plaintiffs' unjust enrichment claim is time-barred. Specifically, this Court wrongfully concluded that the claim accrued when Defendants acquired "control over [Plaintiffs'] NIL," which was outside of the limitations period. (Opinion and Order p. 28, PageID 854). However, contrary to the Court's incorrect characterization of their allegations, Plaintiffs clearly and specifically alleged that Defendants were "unjustly enriched" by "the **use**" of Plaintiffs' NIL to "**generate revenue**." (Am. Compl. ¶¶ 180-181, PageID 287-288) (emphasis added). This is sensible because control of NIL alone is no benefit at all if it is not used and monetized. And as set forth above, Plaintiffs alleged that Defendants took actions within the limitations period in furtherance of their conspiracy to monetize their NIL. For example, Plaintiffs alleged, in part, that Defendants have monetized their NIL through media deals – as recent as August 2022 – that involve the broadcasting of "highlights, promotional videos, and other content" featuring their NIL. (Am. Compl. ¶ 62, PageID 245-246).

For these reasons, this Court should reconsider its Opinion and Orders pursuant to Rule 59(e) because, respectfully, it committed a clear error of law by not construing Plaintiffs' unjust enrichment claim "in the light most favorable to" them,

and failing to accept their factual allegations as true. The result is manifest injustice to the Plaintiffs.

CONCLUSION

Plaintiffs respectfully submit that dismissal of this case is a manifest injustice to them. Plaintiffs ask this Honorable Court to remedy the errors committed as stated herein, and that this Court reinstate the case and let the parties proceed to discovery.

RELIEF REQUESTED

For these reasons, Plaintiffs DENARD ROBINSON, BRAYLON EDWARDS, MICHAEL MARTIN, and SHAWN CRABLE respectfully request this Honorable Court grant them relief from its Order Granting Defendants' Motions to Dismiss; Denying Defendants' Motion to Change Venue or, In the Alternative, To Stay Proceedings; and Denying Plaintiffs' Motion to Certify Class (ECF 59) pursuant to Federal Rule of Civil Procedure 59(e).

Respectfully submitted,
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Dated: October 20, 2025

CERTIFICATE OF COMPLIANCE REGARDING WORD COUNT

Plaintiffs used 3,414 words in their Brief in Support of Plaintiffs' Motion to Alter or Amend Judgment [ECF 59] Pursuant to Fed. R. Civ. P 59(e). Word for Microsoft 365 is the word processing software used to generate the word count in the attached brief.

By: /s/ James R. Acho
James R. Acho (P62175)

CERTIFICATE OF SERVICE

I declare under penalty of perjury that on October 20, 2025, I served a copy of the foregoing instrument via electronic filing through the Eastern District of Michigan, Southern Division, e-file website. The above statement is true to the best of my knowledge and information.

/s/ Annamarie L. Moore
Legal Assistant to James R. Acho