**IN THE UNITED STATES DISTRICT COURT**
**FOR THE NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

GRADUATE STUDENTS FOR ACADEMIC FREEDOM, INC.,

*Plaintiff,*

*v.*

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA; and UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA LOCAL 1103 – GRADUATE STUDENTS UNITED AT THE UNIVERSITY OF CHICAGO,

*Defendants.*

Case No. 1:24-cv-6143

**EXPEDITED ORAL ARGUMENT REQUESTED**

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR A PRELIMINARY INJUNCTION**

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## INTRODUCTION

Research and teaching are the basic work of a university—and assisting in that work is the daily bread of its graduate students. But at the University of Chicago, graduate students must now pay a levy—an "agency fee" to the new graduate student union, GSU-UE—as a precondition to performing their work as a TA or RA. That is a problem. Given GSU-UE's outlandish politics, many students cannot bear funding this union; and in turn, find themselves put to the choice of continuing their teaching or research, and maintaining their central values. That sort of academic toll—priced at the cost of a student's conscience—is unlawful. This Court should put a stop to it.

GSU-UE is not your average union. Together with its parent union (UE), it boasts a long resume of antisemitism. It is an outspoken proponent of the "Boycott, Divest and Sanction" movement; has branded Israel an "apartheid regime"; and has charged it with "ethnic cleansing." On campus, GSU-UE is part of the coalition that ran the protest encampment—and through it, has joined calls to "bring home the intifada," "honor the martyrs," and "liberate" Palestine "by any means necessary." Suffice it to say, its (many) other vocal political positions are not exceedingly nuanced.

Plaintiff's members are horrified at the prospect of having to pay this union a cent. They come from different backgrounds, but share a revulsion to what GSU-UE stands for. They would never have a thing to do with this union, absent compulsion.

But wielding its power under the labor laws, the union was able to conjure just that—a section of the recent collective bargaining agreement that forces all graduate students to pay GSU-UE in order to work as a TA or RA. Such government-backed

compulsion triggers constitutional scrutiny. And it flunks that review. If the First Amendment's shield for academic freedom means anything, it means students cannot be forced to fund an ideological group they abhor, as the price of continuing their work.

Plaintiff's members need urgent relief. For those who have decided to remain a TA or RA, paying the union will come at costs to their conscience (and wallet) they can never recover; and for those who have refused, they are giving up academic opportunities they can never get back. Those are textbook irreparable injuries; and those injuries will only compound each day this unlawful contract is in place. Plaintiff thus respectfully asks that this Court issue a preliminary injunction no later than **September 30**—the start of the Autumn Quarter, when many research assignments are set to pick up, and Plaintiff's members will thus face an unconstitutional choice.

## BACKGROUND

### A. The National Labor Relations Act.

The NLRA was enacted to facilitate collective bargaining. *Glacier Nw., Inc. v. Int'l Bhd. of Teamsters Loc. 174*, 598 U.S. 771, 775 (2023). It does so by "creat[ing] a regulatory framework governing collective bargaining agreements that differs significantly from the system that would otherwise exist." David Topel, *Union Shops, State Action, and the National Labor Relations Act*, 101 YALE L.J. 1135, 1146 (1992).

Three features of this governing framework are relevant here.

*First*, Section 9(a) says that a union "designated or selected for the purposes of collective bargaining by the *majority* of the employees . . . shall be the *exclusive* representative[] of *all* the employees in such unit." 29 U.S.C. § 159 (emphases added).

Once chosen, the union is given "broad authority" as the "exclusive bargaining representative." *Commc'ns Workers of Am. v. Beck*, 487 U.S. 735, 739 (1988). It is the only voice at the bargaining table; individual employees cannot negotiate on their own, nor rely on another union. *NLRB v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, 180 (1967). And critically, it has the statutory authority to set the "terms and conditions of employment" for *all* employees, and "b[i]nd" those employees to a single agreement. *Id.*; *see Steele v. Louisville & Nashville R.R. Co.*, 323 U.S. 192, 208 (1944) (Murphy, J., concurring) ("While such a union is essentially a private organization, its power to represent and bind all members of a class or craft is derived solely from Congress.").

*Second*, and turning to those agreements, while Section 8(a) generally bars an employer from taking any actions to "encourage or discourage membership in any labor organization," 29 U.S.C. § 158(a)(3), the NLRA carves out from that prohibition the decision to include a "union security" clause within a collective bargaining agreement—*i.e.*, a clause that requires workers to financially support the union as a condition of employment. *Wegscheid v. Loc. 2911, Int'l Union*, 117 F.3d 986, 987 (7th Cir. 1997). Through this provision, the NLRA "empowers the union to coerce the members of the bargaining unit" to either become a dues-paying member, or pay it an "agency fee" that (in theory) covers only costs germane to bargaining. *Id.* at 988.

*Third*, the NLRA significantly encourages and facilitates the inclusion of union-security clauses within collective bargaining agreements. Namely, sections 8(d) and 8(a)(5) impose an obligation on employers to negotiate over such clauses in "good faith"—*i.e.*, with the "serious intent to adjust differences and to reach an acceptable

common ground." *NLRB v. Gen. Motors Corp.*, 373 U.S. 734, 738, 744-45 (1963); *NLRB v. Ins. Agents' Int'l Union*, 361 U.S. 477, 485 (1960). The result is that an employer can oppose the inclusion of a union-security clause—and the imposition of agency fees—only if it musters a "legitimate business purpose." *CJC Holdings, Inc.*, 320 N.L.R.B. 1041, 1046 (1996). And this is no small lift. For instance, a "philosophical" objection to agency fees does not suffice, regardless of how central that objection may be to the employer's identity. Compl. ¶ 90 & n.26 (collecting examples).

The result is a law that works as intended. As the Supreme Court has detailed, Congress's driving "purpose" here was eliminating supposed "free riders"—*i.e.*, those represented by the union, who did not want to pay it. *Beck*, 487 U.S. at 748-49, 762, & 766-67 n.5. And to that end, Congress "gave unions the power" to "meet that problem." *Radio Officers' Union of Com. Telegraphers v. NLRB*, 347 U.S. 17, 41 (1954).

**B. The Collective Bargaining Agreement.**

In 2023, graduate students at the University of Chicago voted to unionize, under the banner of "United Electrical, Radio and Machine Workers of America UE Local 1103 – GSU" (GSU-UE). GSU-UE is formally affiliated with—and a local of—the national union, "United Electrical, Radio and Machine Workers of America" (UE).

After recognizing GSU-UE, the University and the union soon agreed upon a contract in March 2024. Compl. ¶¶ 35-37. Two parts of the agreement bear mention.

*First*, the agreement recognizes GSU-UE as the "sole and exclusive bargaining agent" for all graduate students engaged in an instructional or research position—*e.g.*, teaching assistants (TAs), research assistant (RAs), and the like. *Id.* ¶¶ 39-40.

*Second*, the agreement makes it a "condition of employment" for all students to either become "members of [GSU-UE] in good standing," or pay a regular "agency fee" that is set to the same amount as member dues. *Id.* ¶¶ 5, 42, 45. In other words, to work as a TA or RA, a graduate student must pay a portion of their wages (here, 1.44%) to GSU-UE. The union began to enforce this requirement this July, with fees to be collected or deducted from students' earnings by the end of this month. *Id.* ¶ 47.

### C. Graduate Students for Academic Freedom.

Plaintiff's members—which include a number of graduate students subject to this agency fee arrangement—are distraught at the notion of sending GSU-UE a cent.

As the Complaint details, UE—GSU-UE's parent union—has a long history of virulent antisemitism. It is an outspoken proponent of the antisemitic movement to "Boycott, Divest, and Sanction" Israel (BDS). Compl. ¶¶ 52-57. And it has, for years, engaged in hateful rhetoric towards the world's only Jewish state—calling it an "apartheid regime," and accusing it of carrying out an "ethnic cleansing." *Id.* ¶ 58.

As noted too, UE has adopted a comprehensive policy platform—which locals are tasked with advancing—that stakes out quite controversial positions on a range of issues, well beyond the traditional subjects of collective bargaining. For instance, as UE sees it, the police are regularly engaged in "murder," the Republican Party is mostly "racist," and those holding traditional religious views are often bigots. *Id.* ¶ 66.

GSU-UE has more-than-followed UE's lead. It has parroted UE's rhetoric on Israel (*e.g.*, "genocide," "apartheid," "occupation"). *Id.* ¶ 59. And it has taken pains to reaffirm its commitment to BDS, including just one week after October 7. *Id.* ¶ 57.

GSU-UE is also a member of "UChicago United for Palestine Coalition"—the coalition that staged the protest encampment that recently plagued the University. *Id.* ¶ 60. And through that Coalition, GSU-UE has joined calls to "bring the intifada home," "honor the martyrs," and "liberate" Palestine "from the River to the Sea" and "by any means necessary." *Id.* ¶¶ 61-62. Union leadership has echoed this. *Id.* ¶ 63.

Many graduate students working as TAs and RAs are understandably appalled at the prospect of associating with—and funding—GSU-UE. But that is what the union's contract requires, if these students wish to work as a TA or RA. *Id.* ¶¶ 42-47.

If allowed, such compulsion will come at the price of students' consciences—as Plaintiff's members lay bare. Some are Israeli, Jewish, and/or have family in Israel (including those fighting there), and are mortified at the notion of helping fund what they see as GSU-UE's antisemitism. *Id.* ¶¶ 67-71. Others are similarly revolted by the union's many other radical positions, which they find hateful and wrong. *Id.* ¶ 72.

To preserve their values, some have chosen to just quit this academic work—and forgo a critical part of their graduate student experience. *Id.* ¶ 70. Others do not have the luxury, either because of visa requirements or financial needs. *Id.* ¶¶ 8, 69. And the rest are torn, left to weigh their careers against their consciences. *Id.* ¶ 8.

To safeguard its members' First Amendment rights, Plaintiff now seeks a preliminary injunction, and asks for relief before the Autumn Quarter is set to start.

## LEGAL STANDARD

"A plaintiff seeking a preliminary injunction must establish that [it] is likely to succeed on the merits, that [it] is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in [its] favor, and that an

injunction is in the public interest." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The first factor is often the "most important." *A.C. v. Metro. Sch. Dist. of Martinsville*, 75 F.4th 760, 771 (7th Cir. 2023). And if it is met in a case like this, the others typically follow. *See ACLU v. Alvarez*, 679 F.3d 583, 589-90 (7th Cir. 2012).

## ARGUMENT

### I. PLAINTIFF IS LIKELY TO SUCCEED ON THE MERITS.

GSU-UE is forcing students to fund the union—and violate their consciences—as the price of continuing their academic work. That violates the First Amendment.

#### A. GSU-UE's Compulsion of Agency Fees is Governmental Action.

While purely private action cannot violate the First Amendment, the "conduct of private actors" may at times "constitute [governmental] action." *Hallinan v. Fraternal Order of Police of Chicago Lodge 7*, 570 F.3d 811, 815 (7th Cir. 2009). The test for *when* is twofold: "[T]he deprivation of constitutional rights must be caused by the exercise of some right or privilege created by the State or by a rule of conduct imposed by the State or by a person for whom the State is responsible, . . . and the party charged with the deprivation must be a person who may fairly be said to be a State actor." *Id.* (quoting *Lugar v. Edmondson Oil Co.*, 457 U.S. 922, 937 (1982)).

This is a pragmatic inquiry, which boils down to whether there is a sufficiently "'close nexus between the [government] and the challenged action' [such] that the challenged action 'may be fairly treated as that of the state itself.'" *Rodriguez v. Plymouth Ambulance Serv.*, 577 F.3d 816, 823 (7th Cir. 2009). At heart, the question is whether the "very activity" at issue is sufficiently "supported by state action." *Hallinan*, 570 F.3d at 818. And where, as here, "the involvement of governmental

authority aggravates or contributes to the unlawful conduct," the answer is plainly yes. *Air Line Pilots Ass'n, Int'l v. Dep't of Aviation*, 45 F.3d 1144, 1149 (7th Cir. 1995).

**1.** Step one is satisfied here, because the "claimed constitutional deprivation"—the compelled speech and association of graduate students—is the product of a "right or privilege having its source in state authority"—GSU-UE's power under the Act to bind all covered workers to one contract as their sole representative. *Edmonson v. Leesville Concrete Co.*, 500 U.S. 614, 620 (1991); *see* Compl. ¶¶ 20-21.

Indeed, the Supreme Court has already stated a union's "collection of fees from nonmembers is authorized by an act of legislative grace—one that we have termed 'unusual' and 'extraordinary.'" *Knox v. SEIU, Loc. 1000*, 567 U.S. 298, 313-14 (2012).

The act of grace here stems from Section 9 of the NLRA, which (again) allows a majority of workers to select a union as the exclusive representative for all. This designation "extinguishes the individual employee's power to order his own relations with his employer and creates a power vested in the chosen representative to act in the interests of all employees." *Allis-Chalmers*, 388 U.S. at 180. It "clothe[s]" the union with a "power not unlike that of a legislature," to set the "working conditions for the craft as a whole." *Steele*, 323 U.S. at 198. And it gives the union the power to create a "legal duty" for workers to follow "the terms of [the] contract," *id.*—which a worker is "bound by," even if he "may disagree." *Allis-Chalmers*, 388 U.S. at 180.

Applied here, GSU-UE used its power as exclusive representative to extract an agency-fee provision in the collective bargaining agreement. Compl. ¶ 93 & n.27.

And all covered graduate workers—regardless of whether they are members of the union, and regardless of whether they have consented to such a fee—are bound by it.

**2.** The real analytical action in this case is at step two: Whether GSU-UE's compelled agency fees can "in all fairness" be attributed to the government. *Edmonson*, 500 U.S. at 620. In slightly finer terms, this question turns on whether the government has "significantly encouraged" the "very activity" at issue, *Driscoll v. IUOE, Local 139*, 484 F.2d 682, 690 (7th Cir. 1973), such that there is a sufficiently "close nexus" between the government and the private act, *Hallinan*, 570 F.3d at 815-16. And here, that close nexus is readily apparent, for at least two basic reasons.

*First*, step two is satisfied, because the government has used the federal labor laws to "put[] [its] weight . . . behind the private decision" at issue—the compulsion of agency fees. *Apostol v. Landau*, 957 F.2d 339, 343 (7th Cir. 1992). It is black-letter law that the government need not *compel* a private decision in order for that decision to be governmental action. Rather, the line is crossed so long as the government has "created the legal framework governing the challenged conduct," and has "in a significant way involved itself" in that activity. *Edmonson*, 500 U.S. at 624; *see also, e.g.*, *NCAA v. Tarkanian*, 488 U.S. 179, 192 (1988) (asking "whether the State provided a mantle of authority that enhanced the power of the harm-causing individual actor"); *Blum v. Yaretsky*, 457 U.S. 991, 1003 (1982) (whether the "conduct has sufficiently received the imprimatur of the State so as to make it 'state' action").

That line is crossed here. The NLRA significantly encourages and facilitates the ability of unions to compel agency fees—just like those here—from nonmembers.

Again, the Act gives a designated union "broad authority" as exclusive representative to define workers' conditions of employment. *Beck*, 487 U.S. at 739; 29 U.S.C. § 159(a). It then specifically authorizes unions to adopt union-security clauses as one such condition, and empowers them to enforce that condition on all workers through a single collective bargaining agreement. *See* 29 U.S.C. § 158(a)(3). And importantly, the Act is not agnostic as to whether a contract includes such a clause; it places a *heavy* thumb on the scale in support. *See id.* §§ 158(d), 158(a)(5). Namely, by making union-security clauses a mandatory subject of bargaining—and something an employer must consider in good faith—the Act creates a presumption in favor of such clauses, which can be displaced only for defined reasons. *See* Compl. ¶¶ 89-90 & n.26.

Through this, the government has "elected to place its power . . . and prestige behind" the compulsion of agency fees from nonmembers by a union. *Edmonson*, 500 U.S. at 624. On the front-end, it has given unions massive power at the bargaining table as an exclusive representative, and a specific authorization to pursue such fees; and on the back-end, it has superintended those negotiations, subjecting any *rejection* of a union-security clause to a searching "good faith" review where the NLRB will only permit the employer's decision to stand if it presents a sufficiently compelling business justification. *See Dist. Hosp. Partners, L.P.*, 373 N.L.R.B. No. 55, 2024 WL 2110452, at *10-11 (May 8, 2024) (rejecting employer's philosophical objections to agency fees, its claim they hindered recruiting, and its claim employees opposed it).

That is more than sufficient for governmental action. In so many words, the Act redefined the "regulatory framework governing collective bargaining agreements."

Topel, *supra* at 1146. And within that new governing framework, the government significantly involved itself in the decision of whether such an agreement includes a union-security clause—creating a "close nexus" between the government, and an otherwise private contract. *See Buckley v. Am. Fed'n of Television & Radio Artists*, 419 U.S. 1093, 1095 (1974) (Douglas, J., dissenting from denial of certiorari) ("When Congress authorizes an employer and union to enter into union shop agreements and makes such agreements binding and enforceable over the dissents of a minority of employees or union members, it has cast the weight of the Federal Government behind the agreements just as surely as if it had imposed them by statute.").

*Second*, Congress used these statutory provisions to empower unions to bring about a desired federal policy. When the government deliberately uses private actors to further public ends, that too is a hallmark of governmental action. *Blum*, 457 U.S. at 1004 ("[T]he choice must in law be deemed to be that of the State."); *see also, e.g.*, *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Ass'n*, 531 U.S. 288, 296 (2001) (governmental action exists if private action "entwined with governmental policies").

That is what Congress did here. The NLRA's driving purpose was to empower unions to reach supposed "free riders," all in service of promoting organized labor. In other words, Congress deliberately fashioned a scheme *for the very purpose* of unions extracting compelled fees like those here. Compl. ¶ 96. To be sure, the Act does not mandate fees in every contract; but it created a regime that makes them the default, absent a sound business rationale otherwise. And that has worked as intended, with union-security clauses being the prevailing norm—not the exception. *Id.* ¶¶ 90-92.

That clears step two: When a union acts pursuant to government-backed power to seize government-backed ends, its actions are fairly attributed to the government.

**3.** The governmental action doctrine also has a common sense component. Principally, where a private party chooses to wield substantial state-backed power, it must take the bitter with the sweet; in law as in life, "power is never without responsibility." *Am. Commc'ns Ass'n v. Douds*, 339 U.S. 382, 401 (1950). When a union's "authority derives in part from Government's thumb on the scales, the exercise of that power"—as here—is akin to "its exercise by Government itself." *Id.*

Indeed, the Court has stressed the stakes of holding otherwise, when it encountered a union that wanted to discriminate against workers on the basis of race—something that, if purely private, would present no constitutional problem. Yet in light of the above, the Court derided the idea the Constitution would have nothing to say: "[T]he congressional grant of power to a union to act as exclusive collective bargaining representative, with its corresponding reduction in the individual rights of employees so represented, would raise grave constitutional problems if unions were free to exercise this power to further racial discrimination." *Vaca v. Sipes*, 386 U.S. 171, 182 (1967). And the analysis is no different with respect to the First Amendment.

### B. GSU-UE's Compulsion of Agency Fees is Unconstitutional.

GSU-UE's decision to extract agency fees from nonconsenting students is thus subject to the strictures of the First Amendment. And it wildly exceeds those bounds.

**1.** The agency-fee requirement here imposes a "significant impingement on [the] First Amendment rights" of nonconsenting graduate students. *Harris v. Quinn*, 573 U.S. 616, 647 (2014). That is so for two fundamental and interrelated reasons.

*First*, the agency-fee requirement directly infringes students' academic freedom. Of course, compelling an individual to associate with—and fund—a given group is always constitutionally fraught. But such compulsion is *especially* an issue when it takes place within the academy. The Court has repeatedly held "academic freedom" is a "special concern of the First Amendment," and "does not tolerate laws"—or for that matter, contracts—that "cast a pall of orthodoxy" over a university. *Keyishian v. Bd. of Regents of University of State of N.Y.*, 385 U.S. 589, 603 (1967).

But here, graduate students must associate with and fund GSU-UE—a hyper-ideological entity, which champions political positions that violate many of those students' most basic values—as the price of continuing their academic pursuits. Put bluntly, GSU-UE is imposing a cover charge on TAs and RAs who wish to enter the marketplace of ideas; graduate students cannot engage in certain core protected expression—teaching and research activities—*unless* they first pay the union. It is hard to imagine a bigger affront to academic freedom than *that* sort of prior restraint.

*Second*, GSU has chosen to "engage[] in political [and] ideological activities" that extend well beyond the traditional subjects of collective bargaining, and carry into highly charged issues. *Harris*, 573 U.S. at 629. This extensive foray into "controversial" stances and subjects affects the legal analysis. *Nat'l Inst. of Fam. & Life Advocs. v. Becerra*, 585 U.S. 755, 768 (2018). Forcing a worker to fund the

Teamsters is one thing; forcing him to fund a group saying "bring home the intifada" is another. The First Amendment accounts for those distinctions. Compl. ¶¶ 111-12.

Put together, the agency-fee arrangement here presents a First Amendment infirmity distinct from the ordinary private-sector agency fee. So even while Supreme Court precedent holds that such fees are not *facially* unconstitutional, this case falls within the heartland of what the Court has identified as a proper as-applied challenge. *See Ry. Emps. Dep't v. Hanson*, 351 U.S. 225, 236-38 (1956). Forcing students to fund GSU-UE "forces [students] into ideological and political associations which violate their right to freedom of conscience, freedom of association, and freedom of thought." *Harris*, 573 U.S. at 631. That infringes the First Amendment. *See also* Compl. ¶ 113.

**2.** Given this infringement, GSU-UE's extraction of agency fees is unlawful, unless it can survive exacting scrutiny. *Harris*, 573 U.S. at 647-48. And after *Janus*, there is no serious argument it can. *Janus* held that neither purported interest justifying private-sector agency fees—preserving "labor peace," and eliminating "free riders"—was enough to justify their constitutional costs. *Janus v. AFSCME, Council 31*, 585 U.S. 878, 896-97 (2018). That squarely controls here. *See* Compl. ¶¶ 114-17.

## II. THE EQUITABLE FACTORS FAVOR PLAINTIFF.

*Irreparable Harm*. Any "deprivation[] of First Amendment rights" is textbook irreparable harm. *Higher Soc'y of Ind. v. Tippecanoe Cnty.*, 858 F.3d 1113, 1116 (7th Cir. 2017). That constitutional injury will vest here with every penny a student sends GSU-UE against the dictates of their conscience; so too whenever a student forgoes an academic opportunity, because he cannot bear the moral cost of paying such a fee.

And even just focusing on the dollars-and-cents, irreparable harm abounds: Because students cannot recover past agency fees in damages, those financial injuries are also quintessential forms of irreparable harm. *See Janus v. AFSCME, Council 31*, 942 F.3d 352, 366-67 (7th Cir. 2019); *Camelot Banquet Rooms, Inc. v. SBA*, 24 F.4th 640, 651 (7th Cir. 2022). In short, unless this Court intervenes, it is a certainty that come the Autumn Quarter, graduate students at Chicago will suffer injuries from which they can never recover. *E.g.*, Compl. ¶¶ 71-72 (collecting declaration cites).

*Equitable Balance and Public Interest.* The other factors also favor immediate relief. "[I]njunctions protecting First Amendment freedoms are always in the public interest." *Alvarez*, 679 F.3d at 590. And the equities point the same way. On one side of the ledger are the First Amendment speech and association rights of students. On the other is a trifle of fees the union will not be able to extract in the short term. Of course, a few dollars to save a permanent scar on a student's conscience should be an easy call. But all the more so here. The union has not yet started to meaningfully collect fees from nonconsenting graduate students. *See* Compl. ¶ 47. And there is no colorable argument that the union has relied on (or will rely on) this trickle of revenue. By contrast, an injunction will largely maintain the *status quo*, allowing those who want to fund the union to do so, while safeguarding the integrity of those who refuse.[1]

## CONCLUSION

This Court should preliminarily enjoin Defendants' compulsion of agency fees.

[1] Given the "constitutional principles" at stake, no bond should be required. *BankDirect Cap. Fin., v. Cap. Premium Fin., Inc.*, 912 F.3d 1054, 1058 (7th Cir. 2019).

Dated: July 22, 2024

Respectfully submitted,

*/s/ Jonathan M. Linas*

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**CERTIFICATE OF SERVICE**

I filed this motion with the Court via ECF. Because Defendants have not yet entered an appearance, I will attempt to serve the foregoing by process server on July 22, 2024, unless Defendants' counsel agree to service by email. I have also notified counsel who have represented UE in other cases in this district of the filing of the underlying complaint and the motion for a preliminary injunction. I will both mail and email a copy of the motion, the memorandum in support of this motion, and all attachments to that counsel.

Dated: July 22, 2024

*/s/ Jonathan M. Linas*
Jonathan M. Linas

*Counsel for Plaintiff*