

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

NATE RUTHVEN and DANIELLE)	
HARMON, Individually, and on Behalf)	
of All Others Similarly Situated,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 1:24-cv-359
)	
LAZER SPOT, INC.,)	
)	
Defendant.)	
)	

CLASS AND COLLECTIVE ACTION COMPLAINT

Plaintiffs, Nate Ruthven and Danielle Harmon (collectively referred to as “Plaintiffs”), individually and on behalf of all others similarly situated, by and through their undersigned counsel, as and for their Class and Collective Action Complaint against Defendant, Lazer Spot, Inc. (“Defendant” or “Lazer Spot”) alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs brings this action under the Fair Labor Standards Act (hereinafter the “FLSA”), 29 U.S.C. §§ 201, *et seq.* Plaintiffs bring their FLSA claims as a collective action pursuant to 29 U.S.C. § 216(b).

2. Plaintiff Nate Ruthven also brings this action under the Illinois Minimum Wage Law, 820 ILCS § 105 *et seq.* (hereinafter the “IMWL”) to recover unpaid earned overtime compensation and for other relief. Plaintiff Ruthven brings his IMWL claims as an Illinois state-law class action under Fed. R. Civ. P. 23(b)(3).

3. Plaintiff Danielle Harmon also brings this action under the Missouri Minimum Wage Law, Mo. Rev. Stat. §§ 290.500, et seq. (hereinafter “MMWL”). Plaintiff Harmon brings her MMWL claims as a Missouri state-law class action under Fed. R. Civ. P. 23(b)(3),

4. Jurisdiction over Plaintiffs FLSA claims is based upon Section 216(b) of the FLSA, 29 U.S.C. § 216(b), and upon 28 U.S.C. § 1331.

5. This Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367(a) because these claims are so related to the FLSA claims that they form part of the same case or controversy.

6. Venue in this district is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to these claims occurred in this District and Defendant conducts business within this District.

PARTIES

7. Plaintiff Nate Ruthven (“Ruthven”) is a resident of Winnebago County, Illinois. Ruthven was employed by Defendant as a yard spotter from on or about July 2019 until approximately March 2022. At all relevant times, Ruthven was an “employee” as defined by the FLSA, 29 U.S.C. § 203, and the IMWL, 820 ILCS 105/3(d). Pursuant to 29 U.S.C. §216(b) of the FLSA, Ruthven’s written consent to become a party plaintiff is attached hereto as Exhibit “A.”

8. Plaintiff Danielle Harmon (“Harmon”) is a resident of St. Francois County, Missouri. Harmon was employed by Defendant as a yard spotter from on or about July 2020 to April 2021. At all relevant times, Harmon was an “employee” as defined by the FLSA, 29 U.S.C. § 203, and the MMWL, § 290.500(3). Pursuant to 29 U.S.C. §216(b) of the FLSA, Harmon’s written consent to become a party plaintiff is attached hereto as Exhibit “B.”

9. Defendant Lazer Spot is a Georgia corporation with locations in approximately 41 states throughout the United States, including Illinois and Missouri. Lazer Spot is an “employer” as defined by the FLSA, 29 U.S.C. § 203(d), the IMWL, 820 ILCS 105/3(c), and the MMWL § 290.500(4).

FACTS

10. At all relevant times, Defendant has employed yard spotters (or yard jockeys) throughout the United States including in Illinois and Missouri.

11. Defendant tasked its yard spotters with the responsibility of moving trailers to and from the docks at any given work site.

12. At all relevant times to this action, Plaintiffs were employed as yard spotters for the benefit and at the direction of Defendant.

13. At all relevant times, Defendant classified its yard spotters, including Plaintiffs, as exempt from the overtime requirements of the FLSA and state law.

14. At all relevant times, Plaintiffs’ primary job duties included driving a spotter truck and/or day cab within the distribution center to and from loading doors.

15. During their employment, both Plaintiffs Ruthven and Harmon worked five to six days a week.

16. During their employment, both Plaintiffs Ruthven and Harmon regularly worked between ten to twelve hours a day.

17. Specifically, Ruthven’s typical shift started at 6:00pm and ended at 6:00am. Harmon’s typical shift started at about 5:00pm or 6:00pm and ended at about 5:00am or 6:00am.

18. During their employment, both Plaintiffs Ruthven and Harmon regularly worked in excess of 40 hours in given workweeks.

19. During their employment, both Plaintiffs Ruthven and Harmon were paid on an hourly basis.

20. Defendant did not pay Plaintiff Ruthven or Harmon time-and-a-half their regular rate of pay for time worked in excess of 40 hours in given workweeks.

21. Other yard spotters who have worked for Defendant are subject to the same policies and practices as Plaintiff to deprive them of overtime wages.

22. Defendant managed Plaintiffs' employment, including the amount of overtime worked. Defendant dictated, controlled, and ratified the wage and hour and all related employee compensation policies and practices.

23. Defendant's failure to pay Plaintiffs all overtime earned was without good faith, willful, and with reckless disregard for Plaintiffs' and other yard spotters' rights. As a result, Defendant benefited from reduced labor and payroll costs.

24. Plaintiffs and putative class members were all subject to Defendant's uniform policies and practices and were victims of Defendant's common scheme to deprive them of overtime compensation. As a result of Defendant's improper and willful failure to pay Plaintiffs and putative class members in accordance with the requirements of federal and state wage and hour laws, Plaintiffs and the putative class members suffered lost wages and other damages.

25. Defendant recently changed its payment policy and now pays yard spotters like Plaintiff's time-and-a-half overtime for all hours worked over 40 in a given workweek. While Defendant appears to now be compliant with its legal obligations, prior to this policy change, employees like Plaintiffs – regardless of what state they worked in – were all subject to Defendant's illegal practice of misclassification and failing to pay overtime for all hours worked in excess of 40 in given workweeks.

FLSA COLLECTIVE ACTION ALLEGATIONS

26. Plaintiffs seeks to proceed as a collective action pursuant to 29 U.S.C. § 216(b) on behalf of themselves and the following collective:

All yard spotters who worked for Defendant at any time from three (3) years prior to the filing of this action to the entry of judgment who have not been paid overtime for all time worked in excess of 40 hours in any given workweek (hereinafter “FLSA Collective”).

27. Plaintiffs and other members of the FLSA Collective are similarly situated inasmuch as, *inter alia*, Defendant required them to work in excess of 40 hours in given workweeks without paying them overtime compensation.

28. The similarly situated putative plaintiffs are known to Defendant, are readily identifiable, and may be located through Defendant’s records. They may be readily notified of this action, and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for unpaid overtime wages.

29. Pursuit of this action collectively will provide the most efficient mechanism for adjudicating the claims of Plaintiff and members of the proposed class.

ILLINOIS CLASS ALLEGATIONS

30. Plaintiff Ruthven also seeks to maintain this action as a class action, pursuant to Fed. R. Civ. P. 23(b)(3), on behalf of himself individually and all other similarly situated individuals pursuant to the IMWL, 820 ILCS 105/1, *et seq.* to recover unpaid wages, unpaid overtime compensation, unlawfully withheld wages, statutory penalties, prejudgment interest, attorneys’ fees and costs, and other damages owed.

31. Section 105/4(a) of the IMWL requires employers to pay employees one and one-half times their regular rate of pay for all hours worked over 40 per week. Section 105/12 of the IMWL provides that employers who violate the provisions of this act are liable to affected

employees for unpaid wages, costs, attorneys' fees, damages of 5% per month compounding interest on the amount of any such underpayment for each month following the date of underpayments, and other appropriate relief.

32. Fed. R. Civ. P. 23(b)(3) provides that a cause of action may be maintained as a class action if the following elements are met:

- a. The class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable;
- b. There are questions of law or fact common to the class which predominate over any questions affecting only individual members;
- c. The claims or defenses of the representative parties are typical of the claims or defenses of the class;
- d. Each representative plaintiff will fairly and adequately protect the interests of the class; and
- e. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Definition

33. Plaintiff Ruthven seeks certification of a class consisting of the following individuals:

All yard spotters who worked for Defendant in Illinois at any time from three (3) years prior to the filing of this Action to the entry of judgment who have not been paid overtime for all time worked in excess of 40 hours in any given workweek (hereinafter the "Illinois Class").

Numerosity

34. Upon information and belief, dozens, if not hundreds of Illinois yard jockeys were employed by Defendant and were subject to the same practices challenged in this action as alleged above and not paid overtime compensation for all time worked in excess of 40 in given workweeks.

Accordingly, Plaintiff Ruthven satisfies the numerosity requirements as the proposed class is so numerous that joinder of all members is impracticable.

35. Members of the proposed class can be identified and located using the Defendant's payroll and personnel records. Class members may be informed of the pendency of this action by direct mail and/or published and broadcast notice.

Commonality

36. There are questions of fact and law common to each class member and each of the respective classes which predominate over questions affecting only individual members, if any. Plaintiff Ruthven, the members of the Illinois Class, and Defendant have a commonality of interest in the subject matter and the remedy sought. The questions of fact and law common to each class member and each of the respective classes arising from Defendant's actions include, but are not limited to, the following:

- (a) Whether Defendant encouraged, suffered, or permitted Plaintiff and other similarly situated workers to work before and/or after their scheduled shifts without pay;
- (b) Whether Defendant misclassified Plaintiff and other similarly situated workers as exempt;
- (c) Whether Defendant failed to compensate Plaintiff and other similarly situated workers for all the work it encouraged, suffered, or permitted class members to perform;
- (d) Whether Defendant failed to keep true and accurate time records for all hours worked by Plaintiff and other similarly situated workers;
- (e) Whether Defendant's failure to pay overtime was willful, repeated, or with reckless disregard of the IMWL; and
- (f) Whether Plaintiff and other similarly situated workers suffered damages and the proper measure of those damages.

37. If individual actions were required to be brought by each member of the class injured or affected, the result would be a multiplicity of actions, creating a hardship to the Court,

the Illinois Class and to the Defendant. Accordingly, a class action is an appropriate method for the fair and efficient adjudication of this lawsuit and distribution of the common fund to which the Classes are entitled.

Typicality

38. Plaintiff Ruthven's claims are typical of the claims of the class members he seeks to represent. As a result of Defendant's unlawful conduct, Plaintiff Ruthven suffered similar injuries as those suffered by other members of the class he seeks to represent.

39. Upon information and belief, there are no other Illinois class members who have an interest individually controlling the prosecution of his or her individual claims, especially in light of the relatively small value of each claim and the difficulties involved in bringing individual litigation against one's employer. However, if any such class member should become known, he or she can "opt out" of this action pursuant to Rule 23.

Adequacy

40. Plaintiff Ruthven is an adequate representative of the class he seeks to represent because he is a member of the class, and his interests do not conflict with the interests of the members of the class he seeks to represent. The interests of the class members will be fairly and adequately protected by Plaintiff Ruthven and his undersigned counsel. Plaintiff Ruthven has hired competent attorneys who are experienced in class action litigation of this type and who are committed to the prosecution of this Action.

Predominance / Superiority

41. The common questions identified above predominate over any individual issues, which will relate solely to the quantum of relief due to individual class members.

42. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impracticable. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense if these claims were brought individually.

43. Moreover, as the damages suffered by each class member may be relatively small, the expenses and burden of individual litigation would make it difficult for each class member to bring individual claims.

44. The presentation of separate actions by individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant and/or substantially impair or impede the ability of class members to protect their interests.

MISSOURI CLASS ALLEGATIONS

45. Plaintiff Harmon also seeks to maintain this action as a class action, pursuant to Fed. R. Civ. P. 23(b)(3), on behalf of herself individually and all other similarly situated individuals pursuant to MMWL, Mo. Ann. Stat. § 290.500 *et seq.* to recover unpaid wages, unpaid overtime compensation, unlawfully withheld wages, statutory penalties, prejudgment interest, attorneys' fees and costs, and other damages owed.

46. Section 290.505 requires employers to pay employees one and one-half times their regular rate of pay for all hours worked over 40 per week. Section 290.527 of the MMWL provides that employers who violate the provisions of this act are liable to affected employees for unpaid wages, costs, attorneys' fees, and an additional amount equal to twice the unpaid wages as liquidated damages.

47. Fed. R. Civ. P. 23(b)(3) provides that a cause of action may be maintained as a class action if the following elements are met:

- a. The class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable;
- b. There are questions of law or fact common to the class which predominate over any questions affecting only individual members;
- c. The claims or defenses of the representative parties are typical of the claims or defenses of the class;
- d. Each representative plaintiff will fairly and adequately protect the interests of the class; and
- e. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Definition

48. Plaintiff Harmon seeks certification of a class consisting of the following individuals:

All yard spotters who worked for Defendant in Missouri at any time from three (3) years prior to the filing of this Action to the entry of judgment who have not been paid overtime for all time worked in excess of 40 hours in any given workweek (hereinafter the “Missouri Class”).

Numerosity

49. Upon information and belief, dozens, if not hundreds of Missouri yard jockeys were employed by Defendant who were subject to the same practices challenged in this action as alleged above and not paid overtime compensation for all time worked in excess of 40 in given workweeks. Accordingly, Plaintiff Harmon satisfies the numerosity requirements as the proposed class is so numerous that joinder of all members is impracticable.

50. Members of the proposed class can be identified and located using the Defendant's payroll and personnel records. Class members may be informed of the pendency of this action by direct mail and/or published and broadcast notice.

Commonality

51. There are questions of fact and law common to each class member and each of the respective classes which predominate over questions affecting only individual members, if any. Plaintiff Harmon, the members of the Missouri Class, and Defendant have a commonality of interest in the subject matter and the remedy sought. The questions of fact and law common to each class member and each of the respective classes arising from Defendant's actions include, but are not limited to, the following:

- (a) Whether Defendant encouraged, suffered, or permitted Plaintiff and other similarly situated workers to work before and/or after their scheduled shifts without pay;
- (b) Whether Defendant misclassified Plaintiffs and other similarly situated workers as exempt;
- (c) Whether Defendant failed to compensate Plaintiff and other similarly situated workers for all the work it encouraged, suffered, or permitted class members to perform;
- (d) Whether Defendant failed to keep true and accurate time records for all hours worked by Plaintiff and other similarly situated workers;
- (e) Whether Defendant's failure to pay overtime was willful, repeated, or with reckless disregard of the MMWL; and
- (f) Whether Plaintiff and other similarly situated workers suffered damages and the proper measure of those damages.

52. If individual actions were required to be brought by each member of the class injured or affected, the result would be a multiplicity of actions, creating a hardship to the Court, the Missouri Class and to the Defendant. Accordingly, a class action is an appropriate method for

the fair and efficient adjudication of this lawsuit and distribution of the common fund to which the Classes are entitled.

Typicality

53. Plaintiff Harmon's claims are typical of the claims of the class members she seeks to represent. As a result of Defendant's unlawful conduct, Plaintiff Harmon suffered similar injuries as those suffered by other members of the class he seeks to represent.

54. Upon information and belief, there are no other Missouri class members who have an interest individually controlling the prosecution of his or her individual claims, especially in light of the relatively small value of each claim and the difficulties involved in bringing individual litigation against one's employer. However, if any such class member should become known, he or she can "opt out" of this action pursuant to Rule 23.

Adequacy

55. Plaintiff Harmon is an adequate representative of the class she seeks to represent because he is a member of the class, and his interests do not conflict with the interests of the members of the class he seeks to represent. The interests of the class members will be fairly and adequately protected by Plaintiff Harmon and his undersigned counsel. Plaintiff Harmon has hired competent attorneys who are experienced in class action litigation of this type and who are committed to the prosecution of this Action.

Predominance / Superiority

56. The common questions identified above predominate over any individual issues, which will relate solely to the quantum of relief due to individual class members.

57. A class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of the parties is impracticable. Class

action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense if these claims were brought individually.

58. Moreover, as the damages suffered by each class member may be relatively small, the expenses and burden of individual litigation would make it difficult for each class member to bring individual claims.

59. The presentation of separate actions by individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendant and/or substantially impair or impede the ability of class members to protect their interests.

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT
29 U.S.C. § 201, et seq.
Failure to Pay Overtime Wages

60. Plaintiffs reassert and reallege the allegations set forth in each of the above paragraphs as though fully set forth herein.

61. The FLSA regulates the payment of wages by employers whose employees are “engaged in commerce or engaged in the production of goods for commerce, or are employed in an enterprise engaged in commerce or in the production of goods for commerce.” 29 U.S.C. § 207(a)(1).

62. Defendant is and was subject to the overtime pay requirements of the FLSA because it is an enterprise engaged in commerce or in the production of goods for commerce

63. Plaintiffs and the FLSA Collective are individuals engaged in commerce because they regularly handle goods or materials that have been moved in or produced for commerce by driving spotter trucks within the distribution centers.

64. The gross annual volume of sales made or business done by Defendant for the years 2020 to the present has not been less than \$500,000.00 each year.

65. At all relevant times, Plaintiffs and members of the FLSA Collective have been entitled to the rights, benefits, and protections granted by the FLSA, 29 U.S.C. § 207, *et seq.*

66. Section 207(a)(1) of the FLSA states that an employer must pay its employees overtime equal to at least one- and one-half times the employee's regular rate of pay, for all hours worked in excess of 40 in any given workweek.

67. By engaging in the above-alleged conduct, Defendant has violated the FLSA by failing to pay Plaintiffs and members of the FLSA Collective overtime compensation as required by the FLSA.

68. Section 13 of the FLSA, 29 U.S.C. §213, exempts certain categories of employees from the overtime compensation requirements set forth in Section 207(a)(1) of the FLSA. However, none of the Section 13 exemptions apply to Plaintiffs or the similarly situated employees because they have not met the requirements for coverage under the exemptions.

69. Plaintiffs and members of the FLSA Collective are victims of a uniform company-wide compensation policy. This uniform policy, in violation of the FLSA, has been applied to all members of the FLSA collective action and has deprived them of overtime wages.

70. Defendant has acted willfully and has either known that its conduct violated the FLSA or has shown reckless disregard for the matter of whether its conduct violated the FLSA. Defendant has not acted in good faith with respect to the conduct alleged herein.

71. As a result of Defendant's violations of the FLSA, Plaintiffs and the members of the FLSA Collective have incurred harm and loss in an amount to be determined at trial, along with liquidated damages, attorneys' fees and costs of litigation, pursuant to 29 U.S.C. § 216(b).

COUNT II
VIOLATION OF ILLINOIS MINIMUM WAGE LAW
820 ILCS § 105, et seq.
Failure to Pay Overtime Wages

72. Plaintiff Ruthven and the Illinois class incorporate by reference all preceding paragraphs.

73. Defendant is an “employer” and Plaintiff Ruthven and the Illinois Class “employees” under the IMWL, 820 ILCS § 105 *et seq.*

74. The IMWL, 820 ILCS § 105, *et seq.*, requires employers to pay employees minimum wages for all hours worked. Section 105/12 of the IMWL provides that employers who violate the provisions of this act are liable to affected employees for unpaid wages, costs, attorneys’ fees, damages of 2% of the amount of any such underpayment for each month following the date of underpayments, and other appropriate relief.

75. Defendant violated the IMWL, 820 ILCS § 105 *et seq.*, by regularly and repeatedly failing to properly pay minimum wages to Plaintiff Ruthven and the Illinois Class.

76. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff Ruthven and the Illinois Class have suffered and will continue to suffer lost wages and other damages.

COUNT III
VIOLATION OF MISSOURI MINIMUM WAGE LAW
Mo. Rev. Stat. § 290.500, et seq.
Failure to Pay Overtime Wages

77. Plaintiff Harmon and the Missouri class incorporate by reference all preceding paragraphs.

78. Defendant is an “employer” and Plaintiff Harmon and the Missouri Class “employees” under the MMWL, § 290.500 (3)(4).

79. The MMWL, Mo. Rev. Stat. § 290.505, requires employers to pay employees minimum wages for all hours worked. Section 290.527 of the MMWL provides that employers

who violate the provisions of this act are liable to affected employees for unpaid wages, costs, attorneys' fees, and an additional amount equal to twice the unpaid wages as liquidated damages.

80. Defendant violated the MMWL, Mo. Rev. Stat. § 290.500 *et seq.*, by regularly and repeatedly failing to properly pay minimum wages to Plaintiff Harmon and the Missouri Class.

81. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Harmon and the Missouri Class have suffered and will continue to suffer lost wages and other damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, by and through their attorneys, demands judgment against Defendant in favor of Plaintiffs and all others similarly situated, for a sum that will properly, adequately, and completely compensate Plaintiffs and all others similarly situated for the nature, extent, and duration of the damages, costs of this action, and as follows:

- A. Certify a collective action under Count I and designate Plaintiffs as the representatives of all those employees similarly situated;
- B. Order the Defendant to file with this Court and furnish to counsel a list of all names and addresses of all putative class members (*i.e.*, all yard spotters who were not paid overtime for all hours worked over 40 during the last three years);
- C. Authorize Plaintiffs' counsel to issue a notice at the earliest possible time to all current and former yard spotters employed by the Defendant during the three years immediately preceding this Action, informing them that this Action has been filed, of the nature of the Action, and of their right to opt into this lawsuit if they worked in excess of 40 hours in a week during the liability period, for which they were not paid the required overtime in accordance with the FLSA, IMWL, and/or the MMWL;
- D. Certifying this matter to proceed as a class action with respect to Count II and III;
- E. Appoint Stephan Zouras, LLP as counsel for Plaintiffs under Rule 23(g);

- F. Declare and find that the Defendant committed one or more of the following acts:
 - 1. Violated provisions of the FLSA by failing to pay overtime wages to Plaintiffs and similarly situated employees who opt into this action;
 - 2. Willfully violated the overtime provisions of the FLSA;
 - 3. Violated the IMWL by failing to pay overtime wages to Plaintiff Ruthven and the Illinois Class;
 - 4. Violated the MMWL by failing to pay overtime wages to Plaintiff Harmon and the Missouri Class.
- G. Award compensatory damages, including all overtime compensation owed, in an amount according to proof;
- H. Award liquidated damages in an amount equal to the amount of unpaid overtime compensation found due under the FLSA;
- I. Award 5% per month interest on all overtime compensation due accruing from the date such amounts were due until it is paid under the IMWL;
- J. Award treble damages under the IMWL;
- K. Award all reasonable attorney's fees and costs incurred;
- L. Grant leave to add additional Plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court; and,
- M. Provide such further relief as the Court deems just and equitable.

JURY DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: January 15, 2024

Respectfully Submitted,

/s/ James B. Zouras

James B. Zouras

Ryan F. Stephan

Anna M. Ceragioli

Justin M. Carparco
Stephan Zouras, LLP
222 West Adams Street, Suite 2020
Chicago, Illinois 60606
312-233-1550
312-233-1560 f
jzouras@stephanzouras.com
rstephan@stephanzouras.com
aceragioli@stephanzouras.com
jcarparco@stephanzouras.com

**ATTORNEYS FOR PLAINTIFF AND THE
PUTATIVE CLASS AND COLLECTIVE**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 15, 2024, he electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Northern District of Illinois by using the CM/ECF system, which sent notification of such filing to all CM/ECF participants.

/s/ James B. Zouras