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IN THE SUPREME COURT OF WISCONSIN
No. 2022AP182

Koble Investments,

Plaintiff-Respondent-Petitioner,

v.

Elicia Marquardt,

Defendant,

v.

James Miller,

Intervenor-Appellant-Respondent.

On review of a decision of the Wisconsin Court of Appeals, District III, reversing the judgment of the Marathon County Circuit Court, Hon. Lamont K. Jacobson, presiding, No. 2020SC979.

NON-PARTY BRIEF OF LEGAL ACTION OF WISCONSIN, UNIVERSITY OF WISCONSIN LAW SCHOOL ECONOMIC JUSTICE INSTITUTE, END DOMESTIC ABUSE WISCONSIN, AND THE WISCONSIN COALITION AGAINST SEXUAL ASSAULT

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INTRODUCTION

Wisconsin has prohibited harmful provisions in residential leases for 45 years. Cr. Register, February 1980, No. 290 (creating Wis. Adm. Code § DATCP 134.08). In 2001, this Court held that landlords may not enforce leases containing such provisions. *Baierl v. McTaggart*, 2001 WI 107, 245 Wis.2d 632, 629 N.W.2d 277. In 2011, the Legislature declared leases with such provisions "void and unenforceable." 2011 Wis. Act 143, § 23 (codified at Wis. Stat. § 704.44). In 2013, it enacted Wis. Stat. § 704.14, which requires residential leases to include "Notice of Domestic Abuse Protection," and the provision at issue here, which makes leases *without* such notices void if they allow a landlord to evict a tenant for crimes "in relation to the property." 2013 Wis. Act 76, §§ 14 & 26.

Nevertheless, landlords still include pernicious provisions in their leases that tell tenants they can be evicted for complaining to law enforcement, locked out without judicial procedure, their rent can be accelerated upon a purported breach, and/or they are responsible for the landlord's attorney fees. Leases with such clauses harm tenants *not* because landlords expect to enforce them, but because they deter tenants from asserting their rights. *Baierl,* 2001 WI 107, ¶ 30 ("The regulation was intended … to prevent the chilling effect that the inclusion of a clause … has on a tenant's assertion of legal rights."). Thus, the "prohibited act is the inclusion of a [prohibited] clause." *Id.*, ¶ 22.

The prohibition at issue here—including a clause authorizing eviction for unlawful activity without also including a notice of domestic violence protections—is among the most important. The

omission deters those facing abuse from reporting it, out of fear that doing so could result in lost housing or further abuse.

This Court must ensure that residential landlords comply by holding that Wis. Stat. §§ 704.44 and 100.20(5) (authorizing suits for violations of DATCP regulations) provide a strong and certain remedy for violations. Under those statutes, a tenant who is induced into signing a void lease must not owe the rent specified in that lease and must be entitled to return of rent paid under it. The Court should also affirm that the Wisconsin Consumer Act ("WCA") applies to prohibit landlords from using abusive collection practices when seeking to collect debts, including allegedly past due rent. Wis. Stat. § 427.104.

While some landlords may decry these remedies as extreme,[1] they are critical to improving compliance with the law by depriving lawbreaking landlords of the financial benefits of their tainted bargains. Empirical research confirms that, "without sufficient sanctions," landlords have strong incentives to use illegal clauses to "induce consumers to give up their valid legal rights and claims." Meirav Furth-Matzkin, *On the Unexpected Use of Unenforceable Contract Terms: Evidence from the Residential Rental Market*, 9 J. Legal Analysis 1, 5 (2017).

ARGUMENT

I. Exploitative Lease Provisions Will Flourish If There Is No Cost for Including Them.

"Courts have long acknowledged an inherent inequality of bargaining power between landlords and tenants." *Baierl*, 2001 WI 107,

[1] Some of *amici*'s undersigned counsel are landlords and find the remedies appropriate and the requirements easy to follow.

¶ 25. Because of this imbalance, most tenants sign take-it-or-leave-it leases presented by landlords. David Hoffman & Anton Strezhnev, *Leases as Forms*, 19 J. of Empirical Legal Studies 90 (2022). Such one-sided "adhesion" contracts are particularly susceptible to abuse by the more sophisticated party. *See, generally*, Todd Rakoff, *Contracts of Adhesion: An Essay in Reconstruction*, 96 Harv. L. Rev. 1173 (1983); Kurt Olafsen, Note, *Preventing the Use of Unenforceable Provisions in Residential Leases*, 64 Cornell L. Rev. 522 (1979).

Residential tenants are among the most vulnerable consumers. They seek a basic but often scarce and expensive necessity: shelter. They have unequal information about the law and unequal access to lawyers. As a result, tenants can rarely identify, dispute, or negotiate changes to problematic lease terms. This tempts landlords to take advantage of tenants. Furth-Matzkin, *supra*, 9 J. Legal Analysis at 5.

The fact that so many landlords continue to include illegal provisions in their leases shows the power of that temptation and the need for strong deterrence. While the State recently sued one large landlord, alleging, among other things, that he included illegal provisions in most of his leases,[2] most landlords are not the subject of government action. *Amici* staff thus frequently encounter prohibited provisions in leases from large and small landlords. For example, a 2024 Jackson County lease provided, "By sign[ing] this page of the lease, I acknowledge that if I default on said rent payment that I … will vacate said premises within the 5 day limit. That after the 5 day I give

[2] *See State v. Berrada*, *Complaint* (Doc. 3), at ¶¶ 4, 9-11, 19-34, 2021CX11 (Milw. County, Nov. 15, 2021); Wis. Attorney General, Press Release, *AG Kaul Announces Lawsuit Alleging Milwaukee Landlord Joe Berrada Violated Wisconsin Landlord Tenant Law* (Nov. 16, 2021).

up all my rights to the apartment and the landlord will lock said apartment," in violation of Wis. Stat. § 704.44(2m). A 2024 Winnebago County lease provided that "Any excessive Police calls and/or responses to TENANT unit/premise, and/or suspected criminal activity will be considered a breach of lease contract and subject to eviction legal proceedings," in violation of Wis. Stat. § 704.44(1m)(c). A 2021 Pierce County lease provided that "all future Rent may be automatically accelerated by Lessor without notice," in violation of Wis. Stat. § 704.44(3m). A 2024 Milwaukee County lease provided, "In the event that any action is filed … the unsuccessful Party in the action will pay to the successful Party … a reasonable sum for the successful Party's attorney fees," in violation of Wis. Stat. § 704.44(4m).

In this case, expressly allowing eviction for "unlawful activity" while omitting the required DV information fails to recognize domestic violence realities and compromises the safety that both landlords and tenants seek. Efforts to eradicate crime in housing have sometimes gone too far, leading to the eviction of people accused of minor infractions and even crime *victims*.[3] National reports, including the landmark *Lost Housing, Lost Safety* report,[4] illustrate how overly

[3] Sidnee Pineda, *Under Crime-Free Housing Laws, Families May be Evicted for Minor Offenses*, New York Times (May 13, 2025); Emily Werth, *The Cost of Being "Crime Free": Legal & Practical Consequences of Crime Free Rental Housing & Nuisance Property Ordinances* (Shriver National Center on Pov. Law, Aug. 2013).

[4] *See* Nat'l Law Center on Homelessness & Poverty and Nat'l Network to End Domestic Violence, *Lost Housing, Lost Safety: Survivors of Domestic Violence Experience Housing Denials and Evictions Across the Country* at 5 (Feb. 2007) (*Lost Housing*) (summarizing studies showing domestic violence as major cause of homelessness). *See also* Nat'l Sexual Violence Resource Center, *Housing, Homelessness, and Sexual Violence: Annot. Bibliography* (May 2023) (summarizing research suggesting sexual violence is risk factor for homelessness and housing instability).

punitive policies contribute to homelessness and re-victimization. Research found that 11% of the total evictions handled by legal aid providers involved domestic violence survivors evicted because of violence committed *against them*.[5] Such findings informed Congress when reauthorizing the Violence Against Women Act (VAWA) in 2005,[6] which recognized domestic violence as a significant cause of homelessness and included protections to help survivors maintain housing. "Chronic nuisance" ordinances, which induce landlords to evict tenants who are the subject of multiple police calls, "have a particularly disastrous effect for victims of domestic violence." Noah M. Kazis, *Fair Housing for A Non-Sexist City*, 134 Harv. L. Rev. 1683, 1703-04 (2021). "[D]omestic violence was the second most commonly specified nuisance activity" under Milwaukee's ordinance. *Id.* (citing Matthew Desmond & Nicol Valdez, *Unpolicing the Urban Poor: Consequences of Third-Party Policing for Inner-City Women*, 78 Am. Socio. Rev. 117, 130 (2012)). "Crime-free housing" efforts disproportionately harm people of color and women.[7]

Recognition of these consequences resulted in changes in federal and state law. At the federal level, Congress protected tenants in public and federally subsidized housing from eviction for the criminal activity of their abusers. 34 U.S.C. § 12491. In Wisconsin, the Open Housing

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[5] *Lost Housing*, *supra*, at 7.

[6] *See* Violence Against Women Act and Department of Justice Reauthorization Act of 2005, Pub. L. No. 109-162, § 41401, 119 Stat. 2960 (2005). Congress identified many "eviction cases . . . where the tenant was evicted because of the domestic violence crimes committed against her" and denials of housing "because of their status as victims of domestic violence." *Id.* at § 41401(4).

[7] *See* Siya Hegde, *I Am Not a Nuisance: Decriminalizing Domestic Violence Across New York's Civil Housing & Criminal Justice Systems*, 29 Geo. J. on Poverty L. & Pol'y 1, 27-28 (2021); Deborah Archer, *The New Housing Segregation: The Jim Crow Effects of Crime Free Housing Ordinances*, 118 Mich. L. Rev. 173 (2019).

Law prohibited discrimination in housing based on a person's "status as a victim of domestic abuse, sexual assault, or stalking" and provided a defense to eviction for victims of such abuse. Wis. Stat. §§ 106.50(1), (1m)(u), (5m)(dm). In 2013, the Legislature enacted Wis. Stat. § 704.14, requiring written leases and rental agreements to provide notice of these protections. 2013 Wis. Act 76, § 14.

The notice required by Wis. Stat. §§ 704.14 and 704.44(10) reflects Wisconsin's deliberate commitment to protect victims. Omitting it defies the Legislature's mandate, disregards the trauma survivors face, and increases their risk of homelessness or continued abuse. *Amicus* End Domestic Abuse Wisconsin works closely with local domestic violence programs, for whom one of the most consistent needs is supporting survivors with critical housing needs. This year alone, End Abuse fielded multiple calls from advocates for victims who were unaware of Wis. Stat. § 704.14's protections and so remained in violent situations, left and paid double rent as a penalty, or lived in cars or shelters while still paying rent. Leaving a violent relationship is often the most dangerous time for a survivor. Wisconsin ranks eighth[8] among states for domestic violence-related homicides, underscoring the life-or-death importance of providing accurate information in leases.

II. Residential Rental Agreements are Consumer Transactions and Collection of Rental Debt Is Subject to the WCA's Protections.

As the Court of Appeals found, a "consumer transaction" under the WCA is any "transaction in which one or more of the parties is a

[8] Violence Policy Center, *When Men Murder Women* (2020 data, last visited May 27, 2025); *see also* End Domestic Abuse Wis., *Homicide Report* (Oct. 2024).

customer for purposes of that transaction." Wis. Stat. § 421.301(13). A "customer" is "a person . . . who seeks or acquires real or personal property, services, money or credit for personal, family or household purposes … ." Wis. Stat. §421.301(17). The WCA does not define "acquire," but it means "[t]o gain possession or control of; to get or obtain … ." *Acquire*, Black's Law Dictionary (12th ed. 2024). "Transaction" means an agreement between two or more persons and covers formation and performance of the agreement. Wis. Stat. § 421.301(44). Chapter 421 defines "merchant" to include lessors of real property.[9] Wis. Stat. § 421.202, which identifies consumer transactions excluded from the WCA*, does not exclude* residential leases. Accordingly, residential rental agreements are consumer transactions subject to the WCA[10] because the "customer"-tenant acquires a leasehold interest in real property from a "merchant"-landlord.[11]

As the Court of Appeals also found, residential leases with monthly rent requirements involve "deferred payments," so tenants have the same protections from abusive debt collection practices as consumers with other installment agreements. This is important

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[9] "'Merchant' means a person who regularly advertises, distributes, offers, supplies or deals in *real* or personal *property*…The term includes but is not limited to a seller, *lessor*, manufacturer, creditor, arranger of credit and any assignee of or successor to such person." Wis. Stat. § 421.301(25) (emphasis added).

[10] Many state courts treat residential leases as consumer transactions subject to their consumer protection laws. *See, e.g., Bisson v. Ward*, 160 Vt. 343, 349-50, 628 A.2d 1256, 1260-61 (1993) ("There is no indication that by enacting the Residential Rental Agreement Act, the Legislature intended to deny tenants the additional protections provided by the Consumer Fraud Act."); *Stanley v. Moore,* 339 N.C. 717, 454 S.E.2d 225 (1995); *Com. by Creamer v. Monumental Properties*, 459 Pa. 450, 329 A.2d 812 (1975); *Love v. Amsler*, 441 N.W.2d 555 (Minn. App. 1989); *Burbach v. Investors Mgmt. Corp. Intern.*, 326 S.C. 492, 484 S.E.2d 119 (S.C. App. 1997).

[11] Clarification that rental agreements are "consumer transactions" is independently important because Wis. Stat. § 799.11(1)(b) provides for venue of small claims actions arising from such transactions based on the WCA's definition.

because, while Wis. Stat. ch. 704 and DATCP 134 regulate many aspects of the landlord-tenant relationship, they do *not* specify rights and responsibilities relating to debt collection by landlords or debt collectors. This is a substantial national problem: tenants owe some $10 billion in back rent and are increasingly at risk of "debt collectors pursuing them for alleged rental debts," using abusive collection methods. Nat'l Consumer Law Center, *Unfair Debts with No Way Out: Consumers Share Their Experiences with Rental Debt Collectors* at 3 (Oct. 2022).

III. The Law Provides Robust Remedies to Deter Use of Illegal Lease Clauses.

While Wis. Stat. § 704.44 and Wis. Stat. § 100.20(5) (authorizing suits for DATCP violations) do not specify how to calculate a tenant's damages when a lease is void, relieving a tenant of the obligation to pay the rent specified in that illegal lease fulfills the consumer protection goals of landlord-tenant regulations.[12]

Determining the remedy for DATCP violations demands careful attention to the nature of the violation and purpose of the regulation. In *Kaskin v. John Lynch Chevrolet-Pontiac Sales*, the Court of Appeals noted that that the statutes and regulations were "silent as to whether pecuniary loss means the amount the consumer paid for unauthorized

[12] As the Court of Appeals noted, this remedy is like that in Wis. Stat. § 425.305. *Koble Invest. v. Marquardt,* 2024 WI App 26, ¶47. However, Wis. Stat. § 425.305(1) & (2), which provide that a customer "shall be entitled to retain the goods, services or money received pursuant to the transaction without obligation to pay" and "recover any sums paid to the merchant pursuant to the transaction," only apply when the consumer proves violations of specific sections of the WCA. *See, e.g.*, Wis. Stat. § 422.201(13) ("A violation of this section is subject to s. 425.305."). Other WCA violations, including the violation of Wis. Stat. § 427.104(1)(j) in this case, trigger only actual, incidental, and consequential damages. Wis. Stat. § 427.105(1) (referencing Wis. Stat. § 425.304 actual damages remedy).

motor vehicle repairs." 2009 WI App 65, ¶ 14, 318 Wis.2d 802, 767 N.W.2d 394. Despite that silence, the court concluded "the 'monetary' or 'pecuniary loss' is clearly the *amount suffered to be paid* as a result of the violation of the code." *Id.*, ¶ 15 (emphasis added). The court reasoned that limiting pecuniary loss to consequential damages would defeat the code's prophylactic purpose: "Instead of encouraging consumers to enforce their rights and deterring prohibited conduct through liberal private remedies, the law would leave many consumers with minimal damage awards. This would defeat the manifest object of the code by allowing repair shops to perform unauthorized repairs without the severe penalty of nonpayment." *Id.*, ¶¶ 24-25.

As in *Kaskin*, the laws at issue here are silent about the meaning of pecuniary loss. In ascertaining the appropriate remedy, "the principle that is ultimately controlling [is] the intent underlying the statute or regulation that was violated." *Baierl*, 2001 WI 107, ¶ 17. This Court has already declared that section 134.08 seeks to "eliminate [the prohibited] clauses and the intimidation of tenants that the inclusion of such unenforceable clauses poses." *Id.*, ¶ 34. Accordingly, the Court rejected a remedy that would merely sever illegal clauses, because severing would not advance the goals of eliminating the clauses and their intimidating effect: "The prohibited clauses … would continue to appear in leases. Landlords would have little incentive to omit such clauses and change their practice." *Id.* Ultimately, the same reasoning – and abundant evidence that landlords continue using illegal provisions decades after their prohibition – demands that landlords who use them not be permitted to benefit from their void leases.

Moonlight v. Boyce, 125 Wis.2d 298, 372 N.W.2d 479 (Ct. App. 1985), and *Pierce v. Norwick*, 202 Wis.2d 587, 550 N.W.2d 587 (Ct. App. 1996), also support treating rent paid as the appropriate measure of pecuniary loss. *Moonlight* held that the *full amount of the security deposit paid by the tenant* constituted the "pecuniary loss" when a landlord retained a security deposit without sending the tenant the required accounting— even though the landlord had grounds for withholding the entire deposit. 125 Wis.2d at 305-06. *Pierce* held that, *if* the landlord sends the accounting, only amounts wrongfully withheld constitute "pecuniary loss." 202 Wis.2d at 596. *Pierce* reasoned that even inaccurate notice facilitates settlement, while fraudulent claims would still be discouraged by large awards against those who wrongfully withhold full deposits. *Id.*

The teaching of *Pierce* and *Moonlight* is clear. When a landlord fails to provide a clearly required notice, a potent remedy is appropriate to "discourage landlords from ignoring the clear requirements of" the administrative code. *Id.* The forbidden and required lease provisions under Wis. Admin. Code § DATCP 134.08 and Wis. Stat. § 704.44 are as clear as the "clear requirement" to send a security deposit accounting, and their violation requires a similarly stringent remedy.[13]

[13] In their concurrence in *Baierl*, Justices Crooks and Wilcox suggested a *quantum meruit* offset against the tenant's claims. 2001 WI 107, ¶¶ 41-43. Such an offset resembles the landlord's counterclaim for actual damages in *Moonlight*. As in *Moonlight,* the tenant's pecuniary loss–amounts paid under the illegal lease–should be doubled before any offsetting counterclaims. A lawbreaking landlord would have the burden to prove the value of the tenant's occupancy of the unit, which requires accounting for the reduced value caused by loss of protections associated with a valid lease. To meet this burden, the landlord may not rely on the rent specified in the lease. In cases where the rent paid is equal to the value of their occupancy, the tenant's net recovery is the rent paid. In cases where the landlord fails to prove a *quantum meruit* counterclaim, the remedy is double all rent paid.

Koble's solution to landlords who violate the law is to treat their victims as periodic tenants under Wis. Stat. § 704.01(2),[14] who owe the same amount of rent as specified in the void lease. (Pet. Br. at 33-34.) That "solution" would effectively sever all the terms of the void lease–*except* (conveniently) the provision specifying the amount of rent–in direct contradiction of *Baierl*'s rejection of a severance remedy. 2001 WI 107, ¶¶ 34-37. Moreover, Koble's "solution" perversely rewards law-breaking landlords by giving them the entire financial benefit of their tainted bargains *and* the added authority to terminate their victims' tenancies without cause under Wis. Stat. § 704.19.

Landlords can easily avoid these stringent statutory remedies by offering their tenants valid agreements. Free or low-cost form leases that comply with the law are widely available. *See* Wisconsin Realtor's Association form lease; Wisconsin State Law Library form lease; Form 19 (Residential Rental Agreement) in Kristin K. Beilke et al., *Wisconsin Landlord & Tenant Manual* (2d ed. 2023). Koble has been in operation for over 20 years and has numerous properties in the Wausau and Plover areas. It is not an unsophisticated landlord unable to avail itself of these resources or legal advice. As *Baierl* noted, a landlord who includes illegal provisions is "not being made victim of an obscure regulatory provision of which he could not be expected to be aware. Section ATCP 134.08 has been in existence since 1980, and its terms

[14] A tenancy under a void lease could just as easily be a tenancy-at-will, rather than a periodic tenancy. A tenant at will is one "holding with the permission of the tenant's landlord without a valid lease and under circumstances not involving periodic payment of rent". Wis. Stat. § 704.01(5). A tenant with a void lease occupies the premises "*without a valid lease"* and *without a duty to pay* periodically, since the landlord cannot enforce the void lease's payment provisions.

are made known to the public through Department publications." 2001 WI 107, ¶ 38.

Before 2012, when the Legislature[15] amended prior law that had made leases with illegal provisions *voidable*, a tenant could enforce lease provisions against the landlord and thus enjoy some of the benefits of having a lease. *See Dawson v. Goldammer*, 2003 WI App 3, 259 Wis.2d 664, 657 N.W.2d 432 (2002); *Dawson v. Goldammer II*, 2006 WI App 158, 295 Wis.2d 728, 722 N.W.2d 106. Since 2012, tenants cannot enforce any part of a lease that is "void" due to inclusion of illegal clauses. *Baierl*, 2001 WI 107, ¶ 20 ("no party could enforce" a void lease). The victim of the void lease loses the benefit of any promises the landlord made in it and the core statutory protections of leases: the right to possession for the full lease term (Wis. Stat. § 704.05(2)) and the right to notice and an opportunity to cure alleged breaches (Wis. Stat. § 704.17(2)).

Inducing a tenant to agree to such a lease – which is effectively *not a lease* – is profoundly deceptive. Rewarding businesses using such leases with full rent is profoundly unfair. And, contrary to Koble's argument, the statute does *not* require it. Nowhere does the legislature define void leases as "void … except for the landlord's rent."

IV. Koble's Violation of Wis. Stat. § 704.44(10) and § DATCP 134.08(10) Decreases the Safety of Violence Victims.

Koble argues it did not violate Wis. Stat. § 704.44(10) and Wis. Adm. Code § DATCP 134.08(10) because its unlawful provision includes

[15] Organizations representing landlords supported this legislative package. *See* Record of Cttee Proceedings, Senate Committee on Ins. & Housing, SB 466, Public Hrg at 1 (Feb. 15, 2012) (reflecting support from Apartment Ass'n of S.E. Wis. and Apartment Ass'n of S.C. Wis.).

language similar to that in Wis. Stat. § 704.05(3). (Pet. Br. 29-32.) That misses the point: the purpose is to provide tenants *notice* of domestic violence protections *even if* illegal activity *generally* justifies termination. The required notice provides clear, comprehensive language that helps tenants *and* landlords understand rights and obligations, preventing confusion and reducing risk of violence before it escalates.

When the Legislature enacted Wis. Stat. § 704.44(10), it knew what § 704.05(3) provided. A harmonious reading of those provisions requires landlords who include the language from § 704.05(3) permitting eviction for illegal conduct to include notice of the victims' rights, including the existence of a *defense* to such an eviction. That requirement reflects a basic assumption of consumer protection laws: most consumers do not know the law. If they are presented with an agreement as a condition of obtaining shelter, they will accept its terms as accurate statements of the law.[16] From this perspective, it matters that the authority to evict for unlawful behavior appears *in the lease*. If it is in the lease, it will discourage victims from asserting their rights, necessitating a complementary notice clarifying victim protections.

Koble's argument ignores that reality and the experience of tenants facing abuse. Such tenants must make urgent decisions in crisis. Without the notice required by Wis. Stat. §§ 704.14 and 704.44(10) *in the lease*, such tenants are less likely to know their rights,

[16] Although tenants may not read or understand leases when signing them, they rely on lease language to understand their rights when problems arise. *See* Furth-Matzkin, *supra*, at 42. Unlawful provisions therefore are likely to mislead tenants into foregoing rights. *Id.*

and more likely to end up homeless, forced to remain with an abuser, or even dead.

CONCLUSION

This Court should affirm the Court of Appeals.

Respectfully submitted this 9th day of June, 2025.

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CERTIFICATION OF FORM AND LENGTH

I hereby certify that this brief conforms to the rules contained in Wis. Stat. § 809.19(8)(b), (bm), and (c) for a brief produced with a Proportional serif font. The length of this brief is 3,966 words, in compliance with the Court's order granting in part and denying in part *amici*'s motion for leave to file.

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CERTIFICATE OF SERVICE

I hereby certify that in compliance with Wis. Stat. § 801.18(6), this brief and the accompanying certification have been electronically filed with the clerk of court using the Wisconsin Appellate Court Electronic Filing System, which will accomplish electronic notice and service for all participants who are registered users. This brief and the certifications have also been served by email on interested parties not identified as electronic filers and by regular mail to the address of Defendant Elicia Marquardt in the record.

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