No. 26-110

IN THE

Supreme Court of the United States

TEDFORD'S TENANCY, LLC,

Petitioner,

v.

CITY OF NEW YORK, NEW YORK, *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE APPELLATE DIVISION, SUPREME COURT OF NEW YORK, FIRST JUDICIAL DEPARTMENT

BRIEF OF *AMICUS CURIAE* NEW YORK APARTMENT ASSOCIATION, INC. IN SUPPORT OF PETITIONER

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INTEREST OF THE AMICUS CURIAE

The New York Apartment Association, Inc. ("NYAA") respectfully submits this brief in support of the petition for a writ of certiorari of Tedford's Tenancy, LLC.[1]

NYAA is a not-for-profit corporation organized under the laws of the State of New York and Section 501(c)(6) of the Internal Revenue Code.[2] As a coalition of property owners that provides most of the rent-regulated multifamily housing in the State of New York, NYAA advocates for laws and policy that improve housing quality and lower operating costs.[3] NYAA's stakeholders are subject to perhaps the most restrictive rent-regulatory regime in the United States and confront increasing government-mandated expenses without meaningful relief or remedy.[4]

In New York, courts—like that below—have applied the doctrine of prudential ripeness to dismiss takings claims by owners of rent-stabilized properties, holding

1. Under Rule 37.2 of the Rules of this Court, counsel for *amicus curiae* timely provided notice of intent to file this brief to all parties. Under Rule 37.6, no counsel for any party authored this brief in whole or in part, and no person or entity, other than *amicus curiae*, made any monetary contribution toward the funding of its preparation and submission.

2. *See* https://housingny.org/about.

3. *See* https://housingny.org/priorities.

4. *See* Shkury, S., "2019 Law That Created Housing Instability for NYC's Tenants, Landlords," May 21, 2026, https://www.forbes.com/sites/shimonshkury/2026/05/21/2019-law-that-created-housing-instability-for-nycs-tenants-landlords/.

that these owners did not exhaust available administrative remedies by pursuing "hardship" applications for relief from insolvency. *See 74 Pinehurst LLC v. New York*, 59 F.4th 557, 565 (2d Cir. 2023) (holding that regulatory takings claims were "unripe" because plaintiffs had not yet "avail[ed] themselves of the remedial provisions in the RSL [*i.e.*, New York's rent stabilization laws] that permitted them to apply for hardship exemptions"). Yet the hardship applicant must overcome unduly burdensome procedural requirements, and the available adjustments, even if obtained, permit rent increases so low that properties remain effectively insolvent, as petitioner's case shows. The hardship application process is thus irrationally engineered, and should not be reason to dismiss otherwise justiciable takings claims.

NYAA has an interest in supporting petitioner's challenge to prudential ripeness. This discretionary ripeness analysis—exalted over jurisdictional standing—has prevented and will prevent justiciable takings claims by NYAA stakeholders.

SUMMARY OF ARGUMENT

This petition is about access to justice. Prudential ripeness keeps the courthouse closed to petitioner and other litigants with justiciable takings claims based upon overreaching governmental acts and regulations. The discretionary doctrine thus impinges upon the "virtually unflagging" duty of courts to hear a case once the requirements of Article III have been met. *Sprint Commc'ns, Inc. v. Jacobs*, 571 U.S. 69, 77 (2013) ("Jurisdiction existing, this Court has cautioned, a federal court's 'obligation' to hear and decide a case is 'virtually unflagging.'"). Many courts have called prudential ripeness into doubt, as petitioner ably sets out.[5]

Prudential ripeness worsens the challenges facing NYAA's stakeholders. The doctrine permits lower-court judges to elect to dismiss justiciable takings claims when the judges determine that the claims might be more prudently heard later. Dismissal is often intended to force the claimant through every conceivable administrative process even if, as a matter of law, the injury is real, the claim is ripe, and the outcome of the administrative process is already known or foreseeable. *Pakdel v. City and Cnty. of San Francisco, California*, 594 U.S. 474, 478 (2021) ("The finality requirement is relatively modest. All a plaintiff must show is that 'there [is] no question . . . about how the "regulations at issue apply to the particular land in question."'") (citation omitted); *Palazzolo v. Rhode Island*, 533 U.S. 606, 620 (2001) (opining that once "the permissible uses of the property are known to a reasonable degree of certainty, a takings claim is likely to have ripened"). Prudential ripeness thus subordinates the supreme authority enshrined in Article III to discretionary determinations of lower-court judges and prejudices the rights of property owners, who must suffer greater injury while pursuing inapplicable, futile, or fictive administrative processes. That is denial of justice.

This petition is but one example of a lower court forcing a rent-stabilized property owner that has pleaded an injury-in-fact arising from New York's rent-stabilization

5. Petition for a Writ of Certiorari, *Tedford's Tenancy, LLC v. City of New York, et al.*, No. 26-110 (U.S. Jul. 23, 2026) ("Cert. Pet'n"), at 15-27.

laws to apply for a hardship adjustment before the owner's takings claims might be considered. As explained below, hardship adjustments are remedies in name only. They are exceedingly difficult to obtain due to procedural requirements that require owners, among other things, to furnish sixty-year-old documents that may never have existed in the first place.[6] The potential temporary 6% rent increase would keep hardship properties in a state of insolvency, too.[7] Data reflect that owners have given up applying for these adjustments, with merely three applications having been filed in 2024 and none granted in either 2023 or 2024.[8] No claimant should be forced to suffer more harm before having access to justice. Yet that is what has befallen petitioner—and others forced to exhaust futile administrative processes as an exercise of prudential ripeness.

Access to the judicial system should be regarded as a fundamental right, not a matter of subjective discretion. Certiorari should be granted.

ARGUMENT

I. Prudential Ripeness Denies Owners with Justiciable Claims Their Day in Court

Prudential ripeness allows judges to deny owners their day in court by dismissing justiciable takings claims by fiat. This doctrine conflicts sharply with the

6. *See* 9 NYCRR 2522.4(c)(1).

7. *See* 9 NYCRR 2522.4(c)(3)(i) and (d)(2)(i).

8. *See infra* at III.B.

longstanding objective in civil rights cases to "'throw open the doors of the United States courts' to individuals who [a]re threatened with, or who had suffered, the deprivation of constitutional rights," and to provide them "immediate access to the federal courts notwithstanding any provision of state law to the contrary." *Patsy v. Bd. of Regents of State of Fla.*, 457 U.S. 496, 504 (1982). Prudential ripeness, however, countermands the "unflagging" duty of courts "to hear and decide a case" once jurisdiction obtains. *Sprint Commc'ns, Inc.*, 571 U.S. at 77 (*citing Cohens v. Virginia*, 19 U.S. 264, 403 (1821)); *Colorado River Water Conservation Dist. v. U.S.*, 424 U.S. 800, 817 (1976) (referring to "the virtually unflagging obligation of the federal courts to exercise the jurisdiction given them"); *Sprint Commc'ns, Inc.*, 571 U.S. at 77 ("Federal courts, it was early and famously said, have 'no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given.'").

This judicial engraftment onto jurisdictional standing analysis prejudices New York multifamily property owners—a class subjected to perhaps the most comprehensive and restrictive rent-regulatory regime in the United States[9]—by delaying or preventing adjudication of viable claims. *See Simmonds v. I.N.S.*, 326 F.3d 351, 357 (2d Cir. 2003) ("[W]hen a court declares that a case is not prudentially ripe, it means that the case will be *better* decided later and that the parties will not have constitutional rights undermined by the delay. It does not mean that the case is not a real or concrete dispute affecting cognizable current concerns of the parties within

9. *See* https://www.forbes.com/sites/shimonshkury/2026/05/21/2019-law-that-created-housing-instability-for-nycs-tenants-landlords/.

the meaning of Article III.") (emphasis in original). In petitioner's case, New York's rent laws have rendered a property insolvent while offering no viable remedy, as the hardship adjustment is effectively unattainable and would not help. Petitioner's property "has little to no economic use" because "[i]ts necessary expenses will always outstrip its income and the RSL [*i.e.*, New York's rent stabilization laws] does not allow for the income to be increased to any meaningful degree."[10] Remarkably, both "private lenders and the Respondent City Department of Housing Preservation and Development rejected . . . [petitioner's property] as collateral for loans."[11] That a government agency has rejected petitioner's property as loan collateral concedes that New York's rent-stabilization laws and their hardship adjustments afford owners little remedy. Courts should not be able to tell injured plaintiffs to go get hurt more before their claims might be heard.

In the ensuing sections of this brief, NYAA contextualizes petitioner's individual circumstances, with a focus on how prudential ripeness prejudices owners by forcing them to seek futile hardship adjustments—a process that itself raises constitutional concerns. Section II, *infra*, surveys New York City's rent-regulated housing market, including recent data reflecting the inability of owners to comply with New York's rent laws and cover operating costs. Section III, *infra*, focuses on hardship adjustments, how the process is unsound, with manifold barriers to both applicant eligibility and adjustment qualification, and is often incapable of lifting properties out of insolvency.

10. Cert. Pet'n at 11.

11. *Id.*

II. The State of New York City's Rent-Regulated Housing Market

Recent data strongly suggest that owners of rent-stabilized properties in New York City—like petitioner—may have potentially meritorious takings claims based upon the application of the rent-stabilization laws to their properties.

The Rent Stabilization Law of 1969, the Emergency Tenant Protection Act of 1974, and the Housing Stability and Tenant Protection Act of 2019 (the "HSTPA") comprise the core statutory framework that governs New York's rent-regulatory regime (collectively, the "RSL").[12] New York City's Rent Guidelines Board (the "RGB"), a nine-person body whose members are political appointees of the City's mayor, determines rent adjustments for the roughly one million dwelling units subject to the RSL in New York City.[13] The board meets annually to vote on lease guidelines for rent-stabilized apartments, and those guidelines then apply to all leases commencing between October 1 of that year and September 30 of the next year.[14] During the last ten years, as petitioner points out, the RGB "has limited increases to a yearly average of 1.275%, which is 50% below inflation for the same time period."[15]

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12. *See* N.Y.C. Admin. Code § 26-501 *et seq.*; N.Y. Unconsol. Law § 8621 *et seq.*; 2019 N.Y. Laws ch. 36.

13. *See* https://rentguidelinesboard.cityofnewyork.us/about/; https://rentguidelinesboard.cityofnewyork.us/about/board-staff/.

14. *See* https://rentguidelinesboard.cityofnewyork.us/rent-guidelines/explanation-of-the-rent-guidelines-process/.

15. Cert. Pet'n at 10.

The RGB's most recent order, Order No. 58 of June 25, 2026, imposed a total rent freeze for all leases commencing between October 1, 2026 and September 30, 2027.[16] Under the RGB's Order No. 58, then, an owner who enters into a two-year rent-stabilized lease with a renter on September 30, 2027 cannot increase the rent for that apartment until September 30, 2029 at the earliest (assuming, of course, that the RGB lifts the freeze). This latest order is being challenged as a predetermined political act that violates the RGB's statutory mandate in contravention of affected owners' rights.[17]

Real-estate industry groups have expressed concerns about the inability of owners to pay for basic upkeep of properties while simultaneously complying with the RSL.[18] As petitioner's case shows, suppressed legal rents cannot cover increasing operating expenses.[19] Petitioner

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16. *See* 2026-27 Apartment/Loft Order #58, https://rentguidelinesboard.cityofnewyork.us/2026-27-apartment-loft-order-58/.

17. *See* Fanelli, J. and Picciotto, R., "NYC Landlords Sue City Over Mamdani-Backed Rent Freeze," updated July 22, 2026, https://www.wsj.com/real-estate/new-york-city-rent-freeze-lawsuit-landlords-5467b881; Verified Article 78 Petition and Complaint, *Kenilworth Holdings LLC, et al. v. New York City Rent Guidelines Board*, N.Y. Sup. Ct. Index No. 85199/2026, https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=gh_PLUS_Orxe8WTxMCAnKBVRJiQ==.

18. *See* https://www.rebny.com/reports/hstpa-impacts-study/ ("Passed into law in 2019, HSTPA made significant changes to the rent regulation system that substantially curtailed the ability of property owners to pay for the upkeep of the property by increasing rents.").

19. Cert. Pet'n at 1.

is not alone. In 2024, the Real Estate Board of New York, together with an entity that merged into NYAA, released a study commissioned to examine HSTPA's effects since its enactment in 2019.[20] Prepared by the consulting firm HR&A,[21] the study "[a]nalyze[d] changes in building quality, reinvestment, vacancy, tenants, and city tax revenue."[22] Most of the property owners surveyed in the HR&A study held portfolios consisting chiefly of rent-stabilized units.[23]

The HR&A study shows an industry in distress:

- Vacancy Rates: Of those owners classified as "moderately rent stabilized," meaning that between 26% and 75% of their units were rent-stabilized, there was an 18% vacancy rate within portfolios consisting of less than eleven units.[24] Of those owners classified as "primarily rent stabilized," meaning that between 76% and 100% of their units were rent-stabilized, there was a 25% vacancy

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20. *See* https://www.rsanyc.net/ ("RSA [*i.e.*, the Rent Stabilization Association] has now merged with CHIP. The new name is the New York Apartment Association (NYAA)[.]"); Feb. 28, 2024 HSTPA Impacts Study, https://assets.ctfassets.net/6zi14rd5umxw/xO37WLIbGl5oPaVJKy8EK/4b8d832d207d0c4c92f2d0df03e0bd27/HSTPA_Impacts_Study.pdf#toolbar=0 ("HR&A Study").

21. *See* https://hraadvisors.com/who-we-are/.

22. HR&A Study at 3.

23. *Id.* at 5.

24. *Id.* at 7.

rate within portfolios consisting of less than eleven units.[25]

- Reasons for Continued Vacancies: 28% of respondents cited "economic infeasibility of unit improvements at the end of a long tenancy" as a reason for continued unit vacancies.[26] Among "moderately rent stabilized" owners with portfolios of eleven or more units, 48% selected this reason, while among "primarily rent stabilized" owners with similarly sized portfolios, 53% of respondents cited this reason.[27]

- Share of, and Change in, Building Expenses: According to the HR&A study, property taxes, fuel and energy, and insurance were the largest expenses for rent-stabilized housing stock.[28] Since 2019, these categories were among those that had increased the most.[29] During the decade preceding the study, insurance costs had increased at nearly twice the ten-year rate of any other expense category analyzed.[30]

- Major Capital Investments: 99% of units in portfolios of less than eleven units belonging to

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25. *Id.*

26. *Id.* at 9.

27. *Id.*

28. *Id.* at 11.

29. *Id.* at 12.

30. *Id.* at 13.

"primarily rent stabilized" owners are in need of major capital investments, as are 29% of such units in portfolios of more than eleven units.[31] Among "moderately rent stabilized" owners, 37% of units in portfolios of less than eleven units are in need of major capital investments, as are 18% of such units in portfolios of more than eleven units.[32] Since peaking in 2017, major capital investment filings by owners have been declining, with a 37% drop in such filings in 2023 compared to 2019.[33] The categories of investments most needed include energy efficiency modifications, boilers, roof and wall repair, and plumbing.[34]

- <u>Individual Apartment Improvements</u>: 78% of units in portfolios of less than eleven units belonging to "primarily rent stabilized" owners are in need of individual apartment improvements, as are 25% of such units in portfolios of more than eleven units.[35] Among "moderately rent stabilized" owners, 39% of units in portfolios of less than eleven units are in need of individual apartment improvements, as are 45% of such units in portfolios of more than eleven units.[36] Individual apartment improvement

31. *Id*. at 15.

32. *Id*.

33. *Id*. at 16.

34. *Id*. at 17.

35. *Id*. at 18.

36. *Id*.

filings have declined by 77% since 2019.[37] Kitchen and bathroom improvements are the most needed individual apartment improvements.[38]

- Tax Impacts: A building's net operating income ("NOI") is equal to a building's income less operating expenses, with NOI generally used as a basis for obtaining mortgage loans and for reinvestments in the property.[39] Property taxes are also assessed based on a building's NOI, and for every 1% drop in NOI across the City's rent-stabilized housing stock, such apartments will generate \$67.3 million less in property taxes.[40] By the early 2030s, the HR&A study predicts a 40% to 60% reduction in NOI across all rent-stabilized units.[41] The City's property tax revenue likewise could fall \$1.3 billion to \$2 billion annually.[42]

Property owners subject to the RSL increasingly struggle to afford necessary building expenses and operating costs. Petitioner is one of those struggling. The RSL's proffered remedy—the hardship adjustment used to justify dismissal of petitioner's takings claim below—is no remedy at all.

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37. *Id*. at 19.

38. *Id*. at 20.

39. *Id*. at 22.

40. *Id*.

41. *Id*.

42. *Id*.

III. The RSL's "Hardship" Rent Adjustment Is Practically Bound to Fail and, Even When Obtained, Deprives Properties of Beneficial Economic Use

In the zero-percent rent-increase market in New York City, owners with takings claims can either go to court and risk dismissal by prudential ripeness, or first pursue a hardship adjustment to increase the maximum legal rent they may charge their rent-stabilized tenants.[43] In theory, these adjustments protect owners whose properties the RSL would otherwise render insolvent. In reality, the hardship application process results in two equally prejudicial outcomes: either the owner's attempt to qualify for an adjustment fails due to procedural obstacles, or, if successful, the available rent increase is too small (and too late) to help. Hardship adjustments are thus as ineffectual as administering medicine to the dead.

A. The RSL's Comparative and Alternative Hardship Adjustments

The RSL's hardship adjustments purport to remedy the confiscatory effects of rent stabilization. They do not. The threshold adjustment, comparative hardship, examines the state of affairs that existed nearly sixty years ago, between 1968 and 1970.[44] To qualify for comparative hardship, an owner must prove that the "gross rental income" for the subject property "is insufficient to yield to the owner an average annual net income . . . for the three-year period ending on or within six months of the

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43. *See* 9 NYCRR 2522.4(c) and (d).

44. *See* 9 NYCRR 2522.4(c).

date of the filing of the owner's application, equal to the annual average net income of the property for" either: (i) "the period 1968-1970;" (ii) "the first three years of operation, if the building was completed after 1968;" or (iii) "the first three fiscal years after a transfer of title to a new owner who acquired title to the building as a result of a bona fide sale of the entire building" where the new owner, despite diligence, has been unable to obtain 1968-70 records and "submits financial data for not less than six years of continuous and uninterrupted operation of the property under his or her ownership."[45] For petitioner, as is almost certainly the case for many other owners, these records do not exist (for the comparison time period is a relic of the original RSL).[46]

The alternative hardship adjustment ostensibly acknowledges the difficulty of gathering records that either do not exist or are otherwise unattainable. To qualify, "owners of buildings . . . acquired by the same owner or a related entity owned by the same principals three years prior to the date of application" may apply for an adjustment where "such guidelines increases are not sufficient to enable the owner to maintain an annual gross rent income collectible for such building which exceeds the annual operating expenses of such building by a sum equal to at least five percent of such annual gross rent income collectible[.]"[47] That is, the building's annual operating expenses must comprise more than 95% of its gross (not net) rental income. This is effective insolvency.

45. 9 NYCRR 2522.4(c)(1).

46. Cert. Pet'n at 10-11.

47. 9 NYCRR 2522.4(d).

If successful, an owner that eventually qualifies for either of these adjustments may be entitled to a maximum rent increase of 6%.[48] But, in an inflationary and rising-cost environment, the temporary adjustment would not remedy the financial distress by keeping rent revenue a razor's breadth from the effective insolvency required for the adjustment to be granted.

B. Hardship Adjustments Are Nearly Unattainable and Provide Insufficient Relief Even If Obtained

Hardship adjustments do not serve their purported aim. They are unduly burdensome to obtain and, even if secured, allow for a rent increase so small that it traps properties in insolvency.

The RGB's website contains a guide that illustrates the problems with the hardship process.[49] The RGB's guide proclaims—correctly—that "[a] rent regulation system that required owners to maintain artificially reduced rents in the face of chronic operating losses would be viewed as confiscatory" and, as a result, that "[n]early every rent regulation system allows for some type of rent adjustment to remedy such situations."[50] The RGB's guide details certain procedural obstacles in qualifying for

48. *See* 9 NYCRR 2522.4(c)(3)(i) and (d)(2)(i).

49. *See* Collins, T., "An Introduction to the New York City Rent Guidelines Board and the Rent Stabilization System," November 2025, https://rentguidelinesboard.cityofnewyork.us/wp-content/uploads/2025/11/Intro_2025.pdf ("RGB Guide").

50. *Id*. at 80.

either comparative or alternative hardship.[51] Adjustments can be denied if the owner fails to prove, among other things, that: (i) the rate of return on the owner's equity is less than 8.5%; (ii) the owner has owned the property for at least three years; (iii) no prior hardship application has been granted for at least three years; and (iv) the owner has resolved all legal objections to any real estate taxes and water and sewer charges.[52] These procedural requirements lock many owners out of qualifying for an adjustment at the gate. As petitioner explained, its own "pending property tax challenges . . . make it ineligible for either the comparative or alternative hardship" adjustments.[53]

Data reflect that most owners have given up applying for hardship adjustments. "According to a 1989 report on hardship increases," the RGB's guide relates, "'[]from 1984-1988 inclusive, 128 alternative hardship applications were reviewed[,] . . . 92 were denied, 1 was approved, 33 were pending and 2 were withdrawn.'"[54] "Eleven comparative hardship applications were reviewed[,]" "[t]en were reported as 'denied for being incomplete' and one was pending."[55] Recent trends suggest that things have gotten much worse. "Little has changed in the past 36 years," according to the RGB's guide, with "[t]he approval rate of hardship applications remain[ing] almost

51. The application form sets forth these onerous procedural requirements in detail. *See* Cert. Pet'n at 10, n.14.

52. RGB Guide at 80.

53. Cert. Pet'n at 10.

54. RGB Guide at 81.

55. *Id.*

non-existent, and the number of applications received annually continu[ing] to be very low."[56] There were no hardship applications granted in either 2023 or 2024, and only three applications filed in 2024.[57] As of 2026, hardship adjustments are effectively a dead letter.

Petitioner's situation illustrates this reality. Petitioner's apartment building has an annual lawful rental income of $121,008 and expenses of $127,100.[58] Those expenses do not include debt service payments, building maintenance, or other improvements to the century-old property, the repair and modernization of which would exceed $1 million.[59] Petitioner must operate at a loss to comply with the RSL, yet remains ineligible even to apply for a hardship adjustment because of procedural requirements mandating that petitioner furnish documents from nearly sixty years ago and abandon any tax challenges.[60] Petitioner would fare little better if it were eligible to apply, for its "current rent is greater than the legally allowable rent" and "would be adjusted downward" if the application succeeded, while the maximum permissible 6% rent increase "would still leave the rent roll far below its current rate."[61] Hardship adjustments are remedies in name only, as petitioner's circumstances confirm. *Osborn v. Bank of U.S.*, 22 U.S. 738, 844 (1824) (opining

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56. *Id.*

57. *Id.* at 81-82.

58. Cert. Pet'n at 9.

59. *Id.*

60. *Id.* at 10-11.

61. *Id.* at 11.

that a "remedy in name only, not in substance" constitutes irreparable harm).

C. The Hardship Process Arguably Violates Due Process and Confirms a Taking

Prudential ripeness forces owners to go through the motions of a futile hardship application process before their justiciable claims can be heard. These courts consign owners to futility and delay; there is no justification for this. New York's hardship application process is therefore not rationally related to any legitimate government interest, raising due process concerns. *See Washington v. Glucksberg*, 521 U.S. 702, 728 (1997).

The hardship application process also deprives owners of economically beneficial use of their properties and interferes with reasonable investment-backed expectations. In so doing, owners are effectively compelled to submit to a taking. *Palazzolo*, 533 U.S. at 617 (opining that, "whether a particular government action goes too far and effects a regulatory taking" depends in part on whether a regulation "'denies all economically beneficial or productive use of land'" and, "[w]here a regulation places limitations on land that fall short of eliminating all economically beneficial use, a taking nonetheless may have occurred, depending on a complex of factors including the regulation's economic effect on the landowner, the extent to which the regulation interferes with reasonable investment-backed expectations, and the character of the government action") (*citing Penn Cent. Transp. Co. v. City of New York*, 438 U.S. 104 (1978)). Courts should not be allowed to further harm takings plaintiffs while deferring their claims on prudential ripeness grounds.

CONCLUSION

NYAA supports the petition and requests that certiorari be granted. Owners of rent-stabilized properties in New York stand to be denied access to justice—as petitioner has been—if the invocation of the judicial doctrine of prudential ripeness is permitted to stand. By granting the petition, the Court would have the opportunity to dispense with the infirm construction of ripeness as prudential, vindicate Article III's supremacy over the arbitrary discretion of lower-court judges, and affirm the principle that owners need not consent to a taking as a consequence of complying with the law. *Pakdel*, 594 U.S. at 478-79 ("The finality requirement is relatively modest. All a plaintiff must show is that 'there [is] no question . . . about how the "regulations at issue apply to the particular land in question."' . . . . [N]othing more than *de facto* finality is necessary.") (citation omitted); *Palazzolo*, 533 U.S. at 620 ("While a landowner must give a land-use authority an opportunity to exercise its discretion, once it becomes clear that the agency lacks the discretion to permit any development, or the permissible uses of the property are known to a reasonable degree of certainty, a takings claim is likely to have ripened.").

In sum, the Court respectfully should grant certiorari.

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