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UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

SUMMIT LOCATIONS, LLC; HUNTINGTON OUTDOOR, LLC, *Plaintiffs-Appellants*, *v*. BOARD OF TRUSTEES, BATH TOWNSHIP, OHIO; WILLIAM FUNK, in his capacity as Planning Director/Zoning Inspector; NANCI NOONAN, in her capacity as Deputy Zoning Inspector/Administrative Assistant, *Defendants-Appellees*.	No. 25-3833

Appeal from the United States District Court for the Northern District of Ohio at Akron.
No. 5:24-cv-00599—John R. Adams, District Judge.

Argued: July 29, 2026

Decided and Filed: September 4, 2026

Before: CLAY, MURPHY, and BLOOMEKATZ, Circuit Judges.

COUNSEL

ARGUED: Zachary C. Schaengold, ROBBINS, KELLY, PATTERSON & TUCKER, LPA, Cincinnati, Ohio, for Appellants. Christina A. Ginter, DICKIE, MCCAMEY & CHILCOTE, P.C., Grosse Pointe Farms, Michigan, for Appellees. **ON BRIEF:** Zachary C. Schaengold, Michael A. Galasso, ROBBINS, KELLY, PATTERSON & TUCKER, LPA, Cincinnati, Ohio, for Appellants. Christina A. Ginter, Paul J. Schumacher, DICKIE, MCCAMEY & CHILCOTE, P.C., Grosse Pointe Farms, Michigan, for Appellees.

OPINION

MURPHY, Circuit Judge. Like many local governments, Bath Township regulates signs through a mix of zoning rules. One of its restrictions (a ban on "off-premises" signs) distinguishes lawful from unlawful signs based on whether a sign's speech refers to onsite or offsite activities. But another restriction (a ban on "high-rise" and "pole" signs) distinguishes lawful from unlawful signs based on a sign's structure and height. When Summit Locations sought to put up a billboard in the Township, a zoning official denied its application based on the ban on off-premises signs. Summit sued, claiming that this ban violated the First Amendment and Ohio law. But Summit does not challenge the separate prohibition on high-rise and pole signs, which independently bars its billboard. As a result, the district court correctly held that Summit lacks standing to challenge the off-premises ban under *Midwest Media Property, L.L.C. v. Symmes Township*, 503 F.3d 456 (6th Cir. 2007). Although Summit seeks to distinguish *Midwest Media*, none of its distinctions holds up to scrutiny. And although the Township's permitting process potentially inflicted distinct harms on Summit (including a $100 application fee), Summit forfeited all standing arguments tied to anything other than a single injury: its inability to put up the billboard. Because Summit's suit here could not redress that injury, we affirm.

I

Bath Township sits northwest of Akron in Summit County, Ohio. The Township has a lengthy Zoning Resolution. Resolution, R.22-1, PageID 348–531. This Resolution bars property owners from putting up several kinds of signs. As relevant here, it prohibits "[o]ff-premises signs," "[p]ole signs and high rise signs" "in all" locations. *Id.*, PageID 490. The Resolution defines an off-premises sign as "[a]ny sign, including billboards, that advertises or otherwise directs attention to an activity not on the same parcel where the sign is located." *Id.*, PageID 524. It defines a high-rise sign as "[a] sign that is supported from the ground by poles or other types of supports that exceed four feet in height." *Id.* Apart from its categorical bans, the

Resolution also imposes several other sign restrictions that vary based on a property's location in the Township. The Resolution, for example, permits "ground-mounted" signs in various business districts only if their "sign area" does not exceed "20 square feet" and their "sign height" does not exceed "four feet." *Id.*, PageID 493.

Before posting a permitted sign, a business must obtain a "sign permit" from the Township. *Id.*, PageID 375, 486. The permit process first requires property owners to apply and pay an application fee. The application must contain details about the proposed sign. The Township's zoning inspector then must evaluate the sign's "conformance with the provisions of" the Zoning Resolution. *Id.*, PageID 376. When denying an application, the inspector must "state in writing the reasons for" the denial. *Id.*

It is safe to say that Summit Locations disapproves of these sign regulations. Summit operates an outdoor-advertising business in conjunction with Huntington Outdoor. As part of this business, Summit places billboards on properties it owns or leases across several States. And Summit generates revenue by posting other people's messages on these billboards for a fee. The messages vary in content, ranging from commercial advertisements to political or religious speech.

Hoping to expand its business into Bath Township, Summit obtained a lease on a lot in a business district. In February 2024, the company applied to put up a billboard on this leased lot and paid the $100 application fee. Summit proposed building a two-sided billboard that would have 360 square feet of sign area on each side and reach 30 feet in height. But the zoning inspector denied its application. The inspector drew a large X across the application and wrote in the upper right-hand corner: "we are returning this as no 'off-premise' signs are permitted." Application, R.22-3, PageID 559.

In response, Summit sued the Township's board of trustees and two zoning officers (whom we will collectively call "the Township"). (Huntington Outdoor also joined this suit, but the distinction between the two plaintiffs does not matter for this appeal. So we will refer to them jointly as Summit.) Summit asserted a federal claim under 42 U.S.C. § 1983 and a state claim under Ohio law. The federal claim alleged that the Zoning Resolution violated the First

Amendment both because its permit requirements imposed a "prior restraint" on speech and because it contained various "content-based" distinctions. Am. Compl., R.22, PageID 344. The state claim alleged that the Zoning Resolution's categorical ban on off-premises signs "expressly conflict[ed]" with Ohio Revised Code § 519.20. *Id.*, PageID 343. Summit requested an injunction, declaratory relief, damages, and attorney's fees.

The Township moved to dismiss the complaint on the ground that Summit lacked standing. It reasoned that even if the ban on off-premises signs violated the First Amendment, Summit's application conflicted with other parts of the Zoning Resolution, including the height and size restrictions for ground-mounted signs and the ban on pole signs. Because these other restrictions would still bar Summit from putting up its billboard, the Township argued that Summit could not show that this suit would redress its injury.

The district court agreed with the Township's standing analysis. *Summit Locations, LLC v. Bd. of Trs.*, 2025 WL 2687534, at *3 (N.D. Ohio Sep. 19, 2025). It explained that we had "already" accepted the Township's theory in a "very similar" case: *Midwest Media Property, L.L.C. v. Symmes Township*, 503 F.3d 456 (6th Cir. 2007). *Summit*, 2025 WL 2687534, at *3. The court viewed *Midwest Media* as controlling here. *See id.* And after it found that Summit lacked standing to pursue the federal claim, it declined to exercise supplemental jurisdiction over the company's remaining state claim. *Id.* The court thus dismissed the entire suit. *Id.* at *4.

Summit appealed. While the parties briefed Summit's appeal, the Township repealed the Zoning Resolution's ban on off-premises signs—the ban on which the zoning inspector had relied to deny Summit's application. Does this decision render any part of this appeal moot? We need not consider that mootness issue because we agree with the district court's standing analysis. And when an appeal raises more than one jurisdictional problem, we have discretion to resolve the appeal based on the jurisdictional issue that presents the easiest path to a dismissal. *See In re 2016 Primary Election*, 836 F.3d 584, 587 (6th Cir. 2016). Standing makes for the easiest path here. We review the district court's standing-based dismissal de novo. *See Ass'n of Am. Physicians & Surgeons v. FDA*, 13 F.4th 531, 535 (6th Cir. 2021).

II

Article III of the Constitution authorizes the federal courts to decide only certain types of "Cases" or "Controversies." *See* U.S. Const. art. III, § 2. To establish that a lawsuit qualifies as an Article III case that a court may adjudicate, plaintiffs must prove that they have standing to sue. *See Ass'n of Am. Physicians*, 13 F.4th at 536–37. Standing, in turn, requires plaintiffs to satisfy a familiar "three-part" test. *Bowles v. Whitmer*, 120 F.4th 1304, 1310 (6th Cir. 2024). They must have suffered a "concrete and particularized" injury. *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560 (1992). A "causal connection" must tie this injury to the defendant's challenged actions. *Id.* And the requested relief must be likely to redress the injury. *Id.* at 561. At the pleading stage, plaintiffs must plausibly allege these three elements. *See Ass'n of Am. Physicians*, 13 F.4th at 543–44.

Summit's briefing does not identify what it alleges to be its Article III "injury." We see two possibilities. Most obviously, the Township barred Summit from putting up its billboard. This prohibition stopped Summit from expressing the messages that it sought to place there (an "intangible" injury) and from earning revenue through this speech (a "monetary" injury). *TransUnion LLC v. Ramirez*, 594 U.S. 413, 425 (2021). Alternatively, the Township's permitting rules required Summit (but allegedly not certain other parties) to proceed through a permit process before it could put up a sign. These rules may have inflicted an unequal-treatment harm on Summit (another "intangible" injury) and forced it to pay a $100 application fee (another "monetary" injury). *Id.*; *see Barr v. Am. Ass'n of Pol. Consultants, Inc.*, 591 U.S. 610, 634–35 (2020) (opinion of Kavanaugh, J.); *Int'l Outdoor, Inc. v. City of Troy*, 974 F.3d 690, 702 n.1 (6th Cir. 2020).

Both theories of injury fall short. Summit has not shown that we could provide any relief to redress its first injury. And the company did not adequately preserve a standing theory tied to the second one. We will explain each of these conclusions in turn.

A. Injuries Tied to Ban on Billboards

Summit primarily challenges the Zoning Resolution's categorical ban on constructing off-premises signs (including billboards) in the Township. According to Summit, this billboard ban injured both its ability to speak and its revenue. The Township does not dispute that these expressive and economic injuries qualify as Article III injuries. *See TransUnion*, 594 U.S. at 425; *Outdoor One Commc'ns, LLC v. Charter Twp. of Canton*, 2021 WL 5974157, at *2 (6th Cir. Dec. 16, 2021). The Township instead raises another standing element: "redressability." *Diamond Alt. Energy, LLC v. EPA*, 606 U.S. 100, 111 (2025). That element requires Summit to show that the relief it seeks—whether damages, an injunction, or a declaratory judgment—likely "would redress" the injuries that the billboard ban has caused. *Ames v. LaRose*, 86 F.4th 729, 732 (6th Cir. 2023). The Supreme Court has described redressability and standing's distinct causation element as "flip sides of the same coin." *Diamond*, 606 U.S. at 111 (quoting *FDA v. All. for Hippocratic Med.*, 602 U.S. 367, 380 (2024)). So the Township's arguments might implicate causation issues too. *Cf. Outdoor One*, 2021 WL 5974157, at *2. But we will limit our review to redressability because the Township raises only that element.

We (and other courts) have often confronted a similar redressability problem. Suppose that a regulation bars plaintiffs from engaging in a desired course of conduct. *See Int'l Outdoor, Inc. v. City of Southgate*, 556 F. App'x 416, 417 (6th Cir. 2014). And suppose that the plaintiffs bring a constitutional or statutory challenge to this regulation. *See id.* But suppose that a different unchallenged regulation would also prohibit the plaintiffs' desired conduct. *See id.* at 417–18. Do the plaintiffs have standing to sue over the challenged regulation if the unchallenged one would still bar them from following their preferred course? The consensus answer in the circuit courts: No. *See id.* at 418–21; *Midwest Media*, 503 F.3d at 461–65 (citing cases); *see also Maverick Media Grp., Inc. v. Hillsborough County*, 528 F.3d 817, 820–23 (11th Cir. 2008) (per curiam); *Get Outdoors II, LLC v. City of San Diego*, 506 F.3d 886, 891–94 (9th Cir. 2007). We have reasoned that no relief against the challenged regulation would "redress plaintiffs' injury because the [unchallenged regulation] still would" inflict that injury. *Midwest Media*, 503 F.3d at 461.

Our decision in *Midwest Media* illustrates this standing principle in a similar case. There, another outdoor-advertising company applied nine times to display billboards in another Ohio township. *Midwest Media*, 503 F.3d at 458–60. Each time, a zoning official denied the application under the township's zoning code. *See id.* One official invoked both a ban on off-premises signs and size and height limits to deny some of the applications. *See id.* at 459–60. But another official relied on the ban on off-premises signs alone to deny others (while stating later that she could have denied the applications based on the size and height limits too). *See id.* The outdoor-advertising company (and two clients) challenged the ban on off-premises signs as a content-based violation of the First Amendment. *See id.* at 460–61. We held that the company lacked standing to sue. *Id.* at 461–62. As we explained, even if "our court invalidated" the ban on off-premises signs, the township's size and height limits would still cover all nine of the proposed applications. *Id.* at 461. As a result, a favorable ruling "would not redress plaintiffs' injury": the inability to put up the billboards and resulting loss of speech and revenue. *Id.*

Midwest Media forecloses Summit's standing here. Like the outdoor-advertising company in that case, Summit applied to display a billboard in the Township. And like the zoning official's decision for some applications in that case, a zoning inspector denied Summit's application based on a then-applicable ban on off-premises signs. But like other provisions of the zoning code there, the Zoning Resolution here contains other sections that would also prohibit Summit's billboard. For example, the Resolution bans "high rise" signs, defined to include signs that are "supported from the ground by poles or other types of supports that exceed four feet in height." Resolution, R.22-1, PageID 490, 524. It also prohibits "[p]ole signs[.]" *Id.*, PageID 490. Summit's billboard would flout these other limits. But Summit did not challenge the limits. So "even if . . . our court invalidated" the ban on off-premises signs, "that would not redress [Summit's] injury because the [bans on high-rise and pole signs] still would preclude" it from putting up its billboard. *Midwest Media*, 503 F.3d at 461. *Midwest Media*'s holding thus extends to this case.

Summit's efforts to distinguish *Midwest Media* fall flat. *First*, Summit tries to sidestep *Midwest Media* on procedural grounds. The company points out that *Midwest Media* granted summary judgment to the township after allowing discovery, but the district court in this case granted the Township's motion to dismiss without permitting Summit to gather evidence. Yet Summit fails to explain why this procedural distinction matters. Even at the pleading stage, it must allege facts showing a "plausible claim" that it has standing. *Ass'n of Am. Physicians*, 13 F.4th at 543–44 (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009)). And it has not plausibly alleged a redressable injury. Indeed, what facts could Summit uncover in discovery that would show the redressable nature of this injury? It does not identify any. Unsurprisingly, then, other courts have seen fit to dismiss complaints on similar redressability grounds. *See Mercer Outdoor Advert., LLC v. City of Hermitage*, 605 F. App'x 130, 131–32 (3d Cir. 2015); *Trinity Outdoor, L.L.C. v. City of Rockville*, 123 F. App'x 101, 105 (4th Cir. 2005) (per curiam); *Covenant Media of Ga., LLC v. City of Lawrenceville*, 580 F. Supp. 2d 1313, 1316−18 (N.D. Ga. 2008).

Second, Summit tries to distinguish *Midwest Media* based on factual differences between the two zoning codes. In *Midwest Media*, the plaintiffs did not dispute that the zoning code's separate "height and size restrictions" for "freestanding pole sign[s]" would apply to their billboards even if a court enjoined the code's ban on off-premises signs. 503 F.3d at 459, 461. Here, by contrast, Summit does dispute whether certain size and height limits apply to its billboard. The Zoning Resolution permits a "ground-mounted" sign in the relevant business district, provided the sign does not have a "sign area" greater than "20 square feet" and a "sign height" greater than "four feet." Resolution, R.22-1, PageID 493. Summit argues that these size and height limits apply only to permissible "ground-mounted signs," a term that allegedly excludes signs on "poles" like billboards. *Id.*, PageID 493, 524. According to Summit, then, the Zoning Resolution "has no size and height regulation" for billboards, and nothing would prevent it from constructing a billboard of unlimited size if a court found the ban on off-premises signs illegal. Reply Br. 4. We have already rejected a similar interpretation of the size and height limits in another city's zoning code, finding it "hard to imagine" that the city would freely permit massive billboards if a court found a billboard ban unconstitutional. *Int'l Outdoor*, 556 F. App'x at 419–21. But we need not go that far in this case. Summit overlooks that (apart from the size and height limits for ground-mounted signs) the ban on "[p]ole signs and high rise signs" would remain even if a court enjoined the ban on off-premises signs. Resolution, R.22-1, PageID 490, 493. And we see no reading that would exclude Summit's billboard from this ban.

Third, Summit asks us to jettison *Midwest Media* on the ground that it misstates Ohio law. According to Summit, Ohio law bars municipalities from having both "primary" and "backup" regulations that first prohibit certain signs and then regulate those signs in less onerous ways if a court invalidates the primary ban. Appellants' Br. 21–24 (discussing *Senuta v. Boston Township*, 254 N.E.3d 673 (Ohio Ct. App. 2024), and *Hasman v. Genesis Outdoor, Inc.*, 2003 WL 680175 (Ohio Ct. App. Feb. 28, 2003)). Because the Township relied only on the categorical ban on off-premises signs (including billboards) to deny Summit's application, the company says that Ohio law would bar the Township from invoking any backup height regulations to deny a permit. And although *Midwest Media* allowed the township there to raise these backup regulations, *see* 503 F.3d at 460, Summit asserts that our decision overlooked this distinct line of Ohio cases.

Summit's argument lacks merit because neither of the two fact-specific cases that it cites adopts its peculiar rule of law. Start with *Hasman*. In that case, another Ohio township prohibited a billboard based on its ban on off-premises signs. *See Hasman*, 2003 WL 680175, at *1. And the outdoor-advertising company that had applied to put up a billboard challenged this ban under Ohio law. *Id.* The township's zoning inspector conceded that the ban on off-premises signs violated Ohio law, but he argued that the company's proposed billboard had to meet *other* rules for "ground signs." *Id.* at *2. An Ohio appellate court rejected this argument. *Id.* at *2–3. It interpreted the township's specific zoning code as "treat[ing] billboards and ground signs differently," which meant that the size limits for ground signs did not apply to billboards. *Id.* at *3. So the court did not reject the zoning inspector's reliance on the ground-sign limits because they were a "backup" to the categorical billboard ban (as Summit suggests). Rather, it rejected the zoning inspector's reliance on the ground-sign limits because they did not apply to billboards. Here, by contrast, we read the Zoning Resolution to prohibit Summit's billboard because of its ban on "[p]ole signs and high rise signs" separate from any limits on "ground-mounted" signs. Resolution, R.22-1, PageID 490, 493. So we need not resolve whether *Hasman*'s reading of the zoning code in that case would extend to the ground-mounted signs in this one.

Senuta is even further afield. There, an Ohio appellate court held that several regulations in a township's zoning code—including bans on billboards, off-premises signs, signs that qualify as the principal use of a property, and signs with flashing lights or changing colors—conflicted with Ohio law. 254 N.E.3d at 677–81. The court said nothing about whether a municipality may rely on "backup" regulations to restrict conduct prohibited by a primary regulation. Nor did it say anything about the bans on pole signs or high-rise signs at issue here. Summit's two cases thus give us no authority to depart from *Midwest Media*—a published (and so binding) precedent. *See Wright v. Spaulding*, 939 F.3d 695, 700 (6th Cir. 2019).

Fourth, Summit switches to the constitutional merits. The company asserts that the Zoning Resolution violates the First Amendment because it "contains multiple content-based provisions" that favor some speech over others. Appellants' Br. 28–33. For example, the Resolution's rules for flags allegedly favor "noncommercial" speech over commercial speech. *Id.* at 28–29. Likewise, its rules for speech in the "public right-of-way" allegedly favor certain speakers (such as governments, public utilities, and transit companies) over others. *Id.* at 30. And its rules for permits exempt some favored speakers (such as "recognized historical agencies" that put up "commemorative and memorial plaques") from the permit requirement. *Id.* at 31 (citation omitted). But these *merits* arguments do nothing to show Summit's *standing*. Summit alleges no facts to suggest that the rules for flags, public rights-of-way, or permits were the "source of [the] injury" of which it complains: its inability to put up a billboard. *Norton Outdoor Advert., Inc. v. Village of St. Bernard*, 99 F.4th 840, 846 (6th Cir. 2024). Rather, the ban on high-rise and pole signs will cause this injury no matter the validity of these unrelated provisions. And Summit makes no claim that this distinct ban discriminates based on speaker or content. So even if we agreed with Summit's content-discrimination theories, the theories would not "redress" its "injury." *Id.*; *see also Granite State Outdoor Advert., Inc. v. City of Fort Lauderdale*, 194 F. App'x 754, 758 (11th Cir. 2006) (per curiam).

Fifth, and finally, Summit asserts that a severability argument gives it standing to raise these constitutional challenges to unrelated provisions of the Resolution. This argument proceeds in three steps. At step one, Summit claims that the unrelated provisions are unconstitutional. At step two, it asserts that the Resolution's remaining constitutional parts cannot function independently of these unconstitutional provisions. At step three, it argues that this severability problem requires us to set aside the *entire* Resolution, including its ban on high-rise and pole signs. According to Summit, this third step would redress its injury (and show its standing) because the company could put up its billboard if no part of the Resolution could stand.

Yet *Midwest Media* rejected the same severability theory. 503 F.3d at 464. As we explained there, this theory fails at the second step. *See id.* at 464–65. The parties agree that state law determines whether a valid part of an ordinance can exist independently of an invalid part. *Id.* at 464 (quoting *City of Lakewood v. Plain Dealer Publ'g Co.*, 486 U.S. 750, 772 (1988)). And Ohio courts ask three questions to decide whether a law's separate parts are severable from each other. *See Norton Outdoor Advert., Inc. v. Village of St. Bernard*, 168 F.4th 897, 906 (6th Cir. 2026) (citing *Geiger v. Geiger*, 160 N.E. 28, 33 (Ohio 1927)). To start, can courts disentangle "the constitutional and the unconstitutional parts" of the ordinance so that "each may be read and may stand by itself?" *Geiger*, 160 N.E. at 33 (citation omitted). Next, is the unconstitutional part such an integral component of "the whole" ordinance that the law would not function as the lawmaker intended without that part? *Id.* (citation omitted). Lastly, must courts add "words or terms" to the ordinance to allow the constitutional part to operate on its own? *Id.* (citation omitted).

Applying severability tests like this one, we have held that we can sever "valid size and height restrictions" from other parts of a zoning code. *Midwest Media*, 503 F.3d at 464; *see also Outdoor One*, 2021 WL 5974157, at *5. Nothing compels a different conclusion here. For one thing, we can cleanly disentangle the Resolution's presumptively "constitutional" part (its categorical ban on high-rise and pole signs) from any allegedly "unconstitutional parts" (its ban on off-premises signs and purportedly content-discriminatory provisions). *Geiger*, 160 N.E. at 33 (citation omitted). For another thing, the Resolution has a severability clause. This clause says that the invalidation of "any provision" "shall not affect the validity and continued enforcement of any other" part of the Resolution. Resolution, R.22-1, PageID 358. So it confirms that severance would carry out the Township's "intention" to regulate high-rise and pole signs regardless of the enforceability of the Resolution's other restrictions. *Geiger*, 160 N.E. at 33 (citation omitted); *see Int'l Outdoor, Inc. v. City of Troy*, 77 F.4th 432, 438 (6th Cir. 2023). The ban on off-premises signs and the allegedly content-discriminatory provisions also make up a tiny part of the 175-page Resolution, which addresses many topics. *See Int'l Outdoor*, 77 F.4th at 438. For a third thing, we need not insert even a single "word[]" into the Resolution to make the ban on high-rise and pole signs operate without the other parts. *Midwest Media*, 503 F.3d at 464.

Summit responds that we cannot sever the ban on high-rise and pole signs from the *permitting* rules. Those rules allegedly exempt certain favored speakers. So the company argues that we could eliminate this content-based discrimination only by severing the permit *exemptions* and subjecting "previously unregulated signs to" the permitting process. Appellants' Br. 37. Yet Summit claims that Ohio courts refuse to sever an unconstitutional provision if it would subject formerly exempt parties to regulation. *Id.* at 35–36 (citing *City of Tipp City v. Dakin*, 929 N.E. 2d 484, 503 (Ohio Ct. App. 2010)). This theory has both logic-based and precedent-based problems. As a matter of logic, the Resolution identifies the entire permitting regime in a discrete section. To avoid the need for formerly unregulated speakers to obtain permits, then, we could simply sever that permitting section and exempt everyone from the permit process. *See Int'l Outdoor*, 77 F.4th at 438. That broader severance, though, would leave Summit without standing because the ban on high-rise and pole signs "would still bar" Summit's proposed billboard. *Id.* As a matter of precedent, we have already rejected Summit's interpretation of Ohio caselaw. *See Norton Outdoor Advert.*, 168 F.4th at 908–09. In *Norton Outdoor*, we suggested that Ohio courts might compel previously exempt parties to go through a permitting process under Ohio's three-part severance test and stated that "*Tipp City* does not accurately reflect Ohio law." *Id.* Either way, Summit's severance arguments would not give it standing to challenge the ban on high-rise and pole signs because those arguments would still not redress its injury.

One last point. The Supreme Court "has not addressed [Summit's] standing-through-inseverability" theory "in any detail" in its prior cases. *California v. Texas*, 593 U.S. 659, 684 (2021) (Thomas, J., concurring). Further, a well-established standing rule requires us to assume a plaintiff's arguments on the *merits* when deciding whether the plaintiff has *standing* to assert those arguments. *See CHKRS, LLC v. City of Dublin*, 984 F.3d 483, 489 (6th Cir. 2021). If the rule were otherwise, courts would have to dismiss every losing plaintiff's claim for lack of standing. *See id.* For example, we have assumed the merits of Summit's claim that portions of the Resolution violate the Free Speech Clause. One might also treat severability as an argument on the merits that we must *assume* in Summit's favor for purposes of determining its standing. *See* William Baude, *Severability First Principles*, 109 Va. L. Rev. 1, 56–58 (2023); Brian C. Lea, *Situational Severability*, 103 Va. L. Rev. 735, 759–62 (2017). Yet this distinction likely would not matter much here. It would simply turn our conclusion that the Resolution is severable into a merits (rather than a standing) ruling. *See* Baude, *supra*, at 57. Regardless, we need not resolve this issue here because Summit did not brief (and so forfeited) any claim that we must *assume* its severance theory when deciding whether it has plausibly alleged its standing. *See Resurrection Sch. v. Hertel*, 35 F.4th 524, 530 (6th Cir. 2022) (en banc); *In re Teixeira*, 844 F. App'x 847, 855 (6th Cir. 2021).

B. Injuries Tied to Permitting Process

All this said, we see another standing theory separate from the injuries that Summit suffered because of its inability to put up the billboard. As noted, Summit argues that the Resolution's permitting requirements contain exemptions, including one for "recognized historical agencies" that put up "[c]ommemorative or memorial plaques[.]" Resolution, R.22-1, PageID 491. Summit alleges, by contrast, that it had to spend the energy required to proceed through the Township's permitting process and pay a $100 application fee. Might these factual allegations show Summit's standing at least to challenge the allegedly discriminatory permitting regime?

Perhaps. We have suggested that permit-process costs "confer Article III standing" to challenge a discriminatory permitting regime. *Int'l Outdoor*, 974 F.3d at 702 n.1. After all, parties have standing to challenge "a barrier" (here, the permit requirement) "that makes it more difficult" for them, but not "members of another group," to obtain a benefit even when they do not allege that they would have received the benefit (here, the ability to put up a billboard) without that barrier. *Ne. Fla. Chapter of Associated Gen. Contractors of Am. v. City of Jacksonville*, 508 U.S. 656, 666 (1993). The $100 fee that Summit paid also looks like a valid Article III injury redressable by an equal amount in damages. *See Uzuegbunam v. Preczewski*, 592 U.S. 279, 290–92 (2021); *Czyzewski v. Jevic Holding Corp.*, 580 U.S. 451, 464 (2017). And at least some Justices believe that "unequal treatment" based on one's speech qualifies as a distinct intangible injury like unequal treatment based on one's race. *Barr*, 591 U.S. at 634–35 (opinion of Kavanaugh, J.); *see Ne. Fla. Chapter of Associated Gen. Contractors of Am.*, 508 U.S. at 666. Lastly, the Township's counsel conceded at argument that Summit could have standing to seek its money back and to eliminate the unequal treatment from the allegedly discriminatory permitting regime. *See* Oral Arg. 20:00–22:17.

Ultimately, however, we need not decide whether this standing theory would have worked. Summit failed to properly raise this argument and so forfeited it as well. *See Bannister v. Knox Cnty. Bd. of Educ.*, 49 F.4th 1000, 1011–12 (6th Cir. 2022). Summit's response to the Township's motion to dismiss noted the "fee of $100" in its facts section, but the response did not identify this payment as the basis for its standing. Resp., R.29, PageID 591. Nor did it identify any intangible unequal-treatment theory as a cognizable Article III injury by itself. Understandably, then, the district court did not mention any such standing theories when it granted the motion to dismiss. The court instead viewed Summit's alleged injury as the inability to put up its billboard. *See Summit*, 2025 WL 2687534, at *3. But again, any content-based discrimination in the permitting process would not have caused that separate injury; the ban on high-rise and pole signs did.

Summit's briefing on appeal likewise mentioned the application fee and permit exemptions when discussing the First Amendment merits or the severance doctrine—not as a standalone Article III injury. We thus asked plaintiffs' counsel generically at oral argument to identify its theories of injury. Counsel responded: "The plaintiffs were denied their billboard," seemingly confirming that Summit sued over its inability to put up the billboard. Oral Arg. 1:32–:39. Only when given the leading question whether Summit sought "the $100 permitting fee" did counsel respond that this fee would represent part of its damages. *Id.* at 2:17–:30. But this clarification came too little, too late. All in all, Summit's briefing throughout this case failed "to adequately develop" this independent standing theory. *Blick v. Ann Arbor Pub. Sch. Dist.*, 105 F.4th 868, 881–82 (6th Cir. 2024). We thus find the theory forfeited.

We affirm.