in favor of the non-moving party. *Boucher*, 880 F.3d at 365. In this case, it appears that the district court drew at least one inference *against* the non-moving party.

But any error was harmless. First, the district court had already stepped through the correct contractual analysis and made its conclusion before any discussion of inferences to draw from the parties' behavior after the incident had occurred. Second, and more importantly, even if we were to draw the opposite inference in Vesuvius's favor, it would make no difference. We might infer that Vesuvius genuinely believed that it had complied in full with its obligations under ¶ 22 by notifying ACBL of the problem on February 20, 2015. Vesuvius might then have genuinely believed that it had all the time in the world to bring suit, and it did so two years later. But because we find that the contract is not ambiguous, the parties' actions after they signed the contract are irrelevant to the meaning of the contract itself. Regardless of whether we were to infer from Vesuvius's actions that it genuinely believed its own position or whether it knew that its suit was untimely, the meaning of the contract is the same.

III. Conclusion

Standing on its own, perhaps the limitations provision of the contract might be ambiguous. But read in context with the rest of the contract, there is no question that Vesuvius was required to file suit no later than four months after it discovered the damage. Because Vesuvius waited two years to bring its claim, the district court properly dismissed it as untimely. Accordingly, we AFFIRM the judgment of the district court.

UNITED STATES of America, Plaintiff-Appellee,

v.

Edward BISHOP, Defendant-Appellant.

No. 18-2019

United States Court of Appeals, Seventh Circuit.

Argued November 14, 2018

Decided December 7, 2018

Background: Defendant was charged with discharging firearm during drug transaction. The United States District Court for the Northern District of Indiana, No. 3:17-cr-55 RLM-MGG, Robert L. Miller, Jr., J., denied defendant's motion to suppress evidence obtained during search of his cell phone, and, after jury convicted him, 2018 WL 1616892, denied his motion for new trial. Defendant appealed.

Holding: The Court of Appeals, Easterbrook, Circuit Judge, held that search warrant satisfied Fourth Amendment's particularity requirement.

Affirmed.

1. Controlled Substances ⚿147

With respect to the Fourth Amendment's particularity requirement, a warrant authorizing a search of a house for drugs permits the police to search everywhere in the house, because "everywhere" is where the contraband may be hidden. U.S. Const. Amend. 4.

2. Searches and Seizures ⚿148

With respect to the Fourth Amendment's particularity requirement, a warrant authorizing a search for documents that will prove a crime may authorize a search of every document the suspect has,

because any of them might supply evidence. U.S. Const. Amend. 4.

3. Searches and Seizures ⚿125

Search warrant, which permitted search of every document on defendant's cell phone, satisfied Fourth Amendment's particularity requirement; warrant stated the crimes under investigation, i.e., criminal recklessness with deadly weapon and drug dealing, and police did not know where defendant kept his drug ledgers and gun videos until they searched the phone. U.S. Const. Amend. 4.

4. Searches and Seizures ⚿125

With respect to the Fourth Amendment's particularity requirement, it is enough if the warrant cabins the things being looked for by stating what crime is under investigation. U.S. Const. Amend. 4.

5. Searches and Seizures ⚿124

With respect to the Fourth Amendment's particularity requirement, a warrant may be thought too general only if some more-specific alternative would have done better at protecting privacy while still permitting legitimate investigation. U.S. Const. Amend. 4.

Appeal from the United States District Court for the Northern District of Indiana, South Bend Division. No. 3:17-cr-55 RLM-MGG—Robert L. Miller, Jr., *Judge*.

Nathaniel Whalen, Attorney, OFFICE OF THE UNITED STATES ATTORNEY, Hammond, IN, Plaintiff-Appellee.

William J. Stevens, Attorney, Bridgman, MI, for Defendant-Appellant.

Before EASTERBROOK, SYKES, and SCUDDER, Circuit Judges.

EASTERBROOK, Circuit Judge.

A drug deal went wrong. After receiving a dose of pepper spray from his customer, Edward Bishop shot her in the arm. A jury convicted him of discharging a firearm during a drug transaction, 18 U.S.C. § 924(c), and the judge sentenced him to 120 months' imprisonment. He presents one contention on appeal: that the warrant authorizing a search of his cell phone—a search that turned up incriminating evidence—violated the Fourth Amendment's requirement that every warrant "particularly describ[e] the place to be searched, and the persons or things to be seized."

This warrant described the "place to be searched" as the cell phone Bishop carried during the attempted sale, and it described the things to be seized as:

> any evidence (including all photos, videos, and/or any other digital files, including removable memory cards) of suspect identity, motive, scheme/plan along with DNA evidence of the crime of Criminal Recklessness with a deadly weapon which is hidden or secreted [in the cellphone or] related to the offense of Dealing illegal drugs.

That is too general, Bishop asserts, because it authorized the police to rummage through every application and file on the phone and left to the officers' judgment the decision which files met the description. The district court found the warrant valid, however, and denied the motion to suppress.

[1, 2] Bishop is right about the facts. This warrant *does* permit the police to look at every file on his phone and decide which files satisfy the description. But he is wrong to think that this makes a warrant too general. Criminals don't advertise where they keep evidence. A warrant authorizing a search of a house for drugs permits the police to search everywhere in the house, because "everywhere" is where

the contraband may be hidden. *United States v. Ross*, 456 U.S. 798, 820–21, 102 S.Ct. 2157, 72 L.Ed.2d 572 (1982); *Steele v. United States*, 267 U.S. 498, 503, 45 S.Ct. 414, 69 L.Ed. 757 (1925). And a warrant authorizing a search for documents that will prove a crime may authorize a search of every document the suspect has, because any of them might supply evidence. To see this, it isn't necessary to look beyond *Andresen v. Maryland*, 427 U.S. 463, 96 S.Ct. 2737, 49 L.Ed.2d 627 (1976), in which the Court considered a warrant that permitted a search of every document in a lawyer's files. Agents were authorized to search for:

> title notes, title abstracts, title rundowns; contracts of sale and/or assignments from Raffaele Antonelli and Rocco Caniglia to Mount Vernon Development Corporation and/or others; lien payoff correspondence and lien pay-off memoranda to and from lienholders and noteholders; correspondence and memoranda to and from trustees of deeds of trust; lenders instructions for a construction loan or construction and permanent loan; disbursement sheets and disbursement memoranda; checks, check stubs and ledger sheets indicating disbursement upon settlement; correspondence and memoranda concerning disbursements upon settlement; settlement statements and settlement memoranda; fully or partially prepared deed of trust releases, whether or not executed and whether or not recorded; books, records, documents, papers, memoranda and correspondence, showing or tending to show a fraudulent intent, and/or knowledge as elements of the crime of false pretenses, in violation of Article 27, Section 140, of the Annotated Code of Maryland, 1957 Edition, as amended and revised, *together with other fruits, instrumentalities and evidence of crime at this [time] unknown.*

427 U.S. at 480–81 n.10, 96 S.Ct. 2737 (emphasis added). Andresen accepted the propriety of looking at every document in his possession but maintained that the italicized phrase entitled the agents to seize anything they wanted. The Justices concluded, however, that, when read in context, the contested language did no more than permit the seizure of any other evidence pertaining to real-estate fraud, the subject of the warrant. *Id.* at 479–82, 96 S.Ct. 2737.

[3, 4] Just so with this warrant. It permits the search of every document on the cell phone, which (like a computer) serves the same function as the filing cabinets in Andresen's office. See *Riley v. California*, 573 U.S. 373, 134 S.Ct. 2473, 2489, 189 L.Ed.2d 430 (2014). And as with filing cabinets, the incriminating evidence may be in any file or folder. That's why courts routinely conclude that warrants with wording similar to the one at issue here are valid. See, e.g., *Archer v. Chisholm*, 870 F.3d 603, 616 (7th Cir. 2017); *United States v. Hall*, 142 F.3d 988, 996–97 (7th Cir. 1998); Wayne R. LaFave, 2 *Search & Seizure* § 4.6(d) (5th ed. 2012 & Supp. 2018) (citing many other cases). It is enough, these decisions hold, if the warrant cabins the things being looked for by stating what crime is under investigation.

[5] *Andresen* and its successors show that specificity is a relative matter. A warrant may be thought "too general" only if some more-specific alternative would have done better at protecting privacy while still permitting legitimate investigation. See *United States v. Vitek Supply Corp.*, 144 F.3d 476, 482 (7th Cir. 1998); *United States v. Bentley*, 825 F.2d 1104, 1110 (7th Cir. 1987). So if the police had known that Andresen kept all of his files about the real-estate deal in a particular cabinet, fail-

ure to identify that cabinet in the warrant would have violated the constitutional particularity requirement. But a warrant need not be more specific than knowledge allows. In *Andresen* the police did not know how the target organized his files, so the best they could do was the broad language the warrant used. Likewise here: the police did not know where on his phone Bishop kept his drug ledgers and gun videos—and, if he had told them, they would have been fools to believe him, for criminals often try to throw investigators off the trail. This warrant was as specific as circumstances allowed. The Constitution does not require more.

AFFIRMED

Anne O'BOYLE, Plaintiff-Appellant,

v.

REAL TIME RESOLUTIONS, INC., Defendant-Appellee.

No. 18-1936

United States Court of Appeals, Seventh Circuit.

Argued October 24, 2018

Decided December 7, 2018

Rehearing and Rehearing En Banc Denied January 17, 2019

Background: Debtor brought action against debt collector, alleging that debt collector set misleading debt collection letter in violation of Fair Debt Collection Practices Act (FDCPA). The United States District Court for the Eastern District of Wisconsin, No. 17-C-0957, Lynn Adelman, J., granted debt collector's motion to dismiss for failure to state claim, and subsequently, 2018 WL 1709412, denied debtor's motion for reconsideration. Debtor appealed.

Holdings: The Court of Appeals, Manion, Circuit Judge, held that:

(1) debt collector's placement of validation notice on second page of debt collection letter did not overshadow notice, and

(2) district court did not abuse its discretion in denying debtor leave to amend her complaint to add new claims on grounds of undue delay and prejudice.

Affirmed.

1. Federal Courts ⚿3587(1), 3667

The Court of Appeals reviews de novo the dismissal of a complaint for failure to state a claim, accepting the plaintiff's factual allegations as true and drawing all permissible inferences in her favor.

2. Federal Civil Procedure ⚿1772

To survive a motion to dismiss for failure to state a claim, a plaintiff must allege enough facts to state a claim to relief that is plausible on its face.

3. Federal Civil Procedure ⚿1831

Whether a debt-collection letter is confusing in violation of the Fair Debt Collection Practices Act (FDCPA) is generally a fact question that, if well pleaded, survives a motion to dismiss for failure to state a claim. Consumer Credit Protection Act § 807, 15 U.S.C.A. § 1692e.

4. Finance, Banking, and Credit ⚿1482

If it is apparent from a reading of the debt collection letter that not even a significant fraction of the population would be misled by it, then the plaintiff fails to state a claim under the Fair Debt Collection Practices Act (FDCPA) and dismissal is appropriate. Consumer Credit Protection Act § 807, 15 U.S.C.A. § 1692e.