

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES, individually,
and on behalf of a class of similarly-situated
persons and entities,

Plaintiff,
v.

Case No. 2:23-cv-11645
Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

CITY OF DETROIT,
a municipal corporation,

Defendant.

**DEFENDANT CITY OF DETROIT'S SUPPLEMENTAL BRIEF ON THE
ISSUE OF STANDING AND SUBJECT-MATTER JURISDICTION**

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STATEMENT OF THE ISSUES PRESENTED

- I. Has Plaintiff shown that his claimed damages – the taking of specifically-identified property – is traceable to the City of Detroit’s CERA Program or actions, where Plaintiff’s tenants’ applications were processed under the Michigan State Housing & Development Authority’s (MSHDA’s) CERA program and portions of potential CERA funding were placed in escrow as a result of the voluntary, independent and uncoerced actions of third parties?

The City answers “No.”

- II. Has Plaintiff shown that his alleged injuries for an unconstitutional taking of specifically-identified property would be redressable through an order of liability against the City of Detroit, which never possessed or controlled the disposition of the property Plaintiff alleges was taken?

The City answers “No.”

STATEMENT OF MOST CONTROLLING AUTHORITY

In support of the City of Detroit's position that Plaintiff has failed to show that his alleged injuries are traceable to the City of Detroit's CERA program or actions:

Turaani v. Wray, 988 F.3d 313, 316 (6th Cir. 2021); *Bennett v. Spear*, 520 U.S. 154, 169, 117 S.Ct. 1154, 137 L.Ed.2d 281 (1997); *Crawford v. United States Dep't of Treasury*, 868 F.3d 438, 457 (6th Cir. 2017); *Changizi v Dept of Health & Human Servs.*, 82 F.4th 492, 497–98 (6th Cir. 2023), cert den 144 S Ct 2716; 219 L Ed 2d 1336 (2024); *United States v. Carroll*, 667 F.3d 742, 745 (6th Cir. 2012); *Shreeve v Rayes*, 2021 WL 269922, at *2–4 (ED Mich, 2021); *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 414, 133 S.Ct. 1138, 185 L.Ed.2d 264 (2013); *Dep't of Com. v. New York*, 588 U.S. —, 139 S. Ct. 2551, 2566, 204 L.Ed.2d 978 (2019).

In support of the City of Detroit's position that Plaintiff has failed to show that his alleged injuries for an unconstitutional taking of property would be redressable through an order of liability against the City of Detroit, which never possessed or controlled the disposition of the property Plaintiff alleges was taken:

Turaani v. Wray, 988 F.3d 313, 316 (6th Cir. 2021).

INTRODUCTION

On June 5, 2025, the Court issued an “Order for Supplemental Briefing on the Issue of Standing and Subject-Matter Jurisdiction. (ECF No. 60.) In light of the fact that applications for Covid Emergency Relief Assistance (“CERA”) filed by Plaintiff’s tenants were processed by third parties under rules voluntarily adopted by the Michigan State Housing Development Authority (“MSHDA”) and/or the Homeless Action Network (“HAND”), the Court’s Order required the parties to file supplemental briefs on the question of whether Plaintiff has standing to maintain claims against the City of Detroit and whether the Court has jurisdiction over his claims against the City.

STATEMENT OF MATERIAL FACTS

In light of the page limit imposed by the Court, the City incorporates those facts and corresponding citations to the record set forth by the Court in its Order for Supplemental Briefing, ECF No. 60, PageID.2680 (line 6) through 2682 (line 4), with the following additions.

During discovery, the City produced, pursuant to Stipulated Protective Order (ECF No. 53), a report or Excel File generated from MSHDA’s “portal” exporting all data regarding applications for CERA funds for all Detroit household, regardless of the program involved. In the City’s “Supplement Responsive to Plaintiff’s

Amended First Set of Interrogatories, Requests for Admissions and Requests for Production of Documents” (attached as **Ex. A**), the City explained that the MSHDA Excel File showed each CERA application and which CERA program and funding source each application was processed under. These included the following four funding sources:

2021 – CERA Fund #1: Refers to funds issued by U.S. Treasury under the C.A.A. to the State of Michigan, via MSHDA and from MSHDA to HAND.

2022 – CERA Fund #2: Refers to funds issued by U.S. Treasury under the A.R.P.A. to the State of Michigan, via MSHDA and from MSHDA to HAND.

ERAP #2 Detroit: Refers to funds issued by U.S. Treasury under the A.R.P.A. to the City of Detroit.

Wayne County ERAP 2: Refers to funds issued by U.S. Treasury under the A.R.P.A. to Wayne County.

In other words, only applications with the funding source designated as “ERAP # 2 Detroit” were processed under the City’s program and paid through funds controlled by the City.

The City reviewed the MSHDA Excel File to analyze all applications submitted by Plaintiff’s tenants and created a summary (attached as **Ex. B**) showing the seven tenants whom Plaintiff assisted in applying for, or applied directly for, CERA relief identified in Plaintiff’s Initial Disclosures (attached as **Ex. C**) and other tenants who were not identified by Plaintiff but shared the same address as Plaintiff’s

tenants, 25 E. Palmer Street. The City’s summary (Ex B) shows that none of Plaintiff’s tenants’ applications were identified with the funding source “ERAP # 2 Detroit,” meaning that none were processed under the City’s CERA program.

ARGUMENT

I. General Principles Relating to Standing, “Traceability,” and Jurisdiction.

The Court’s June 5, 2025 Order succinctly summarized the general rules relating to Article III standing, “traceability” and subject matter jurisdiction as follows:

Under the U.S. Constitution, the “Judicial Power” is limited to resolving “Cases” and “Controversies.” U.S. Const. art. III, § 2; *Turaani v. Wray*, 988 F.3d 313, 316 (6th Cir. 2021). This requirement, otherwise known as Article III standing, obligates a party filing suit in federal court to “show that he has ‘suffered an injury in fact,’ the injury is ‘traceable’ to the defendant’s action, and a favorable decision will likely redress the harm.” *Turaani*, 988 F.3d at 316 (citation omitted). “Each element is an ‘irreducible constitutional minimum.’” *Id.* (citation omitted). Article III courts have an independent obligation to ensure they have subject-matter jurisdiction over a case, and “standing is perhaps the most important of the jurisdictional doctrines.” *Burt v. Playtika, Ltd.*, 132 F.4th 398, 406 (6th Cir. 2025) (quotation marks, citations, and brackets omitted). Courts are also obligated to consider subject-matter jurisdiction issues, like standing, *sua sponte*.¹ See *Gonzalez v. Thaler*, 565 U.S. 134, 141 (2012).

¹ While the Court may raise issues of standing and jurisdiction itself, the City raised these issues in both its Answer to Plaintiff’s Second Amended Complaint (ECF No. 51, Affirmative Defenses 2, 8 and 14, Page ID 2027 – 2031, and in its brief in opposition to Plaintiff’s motion for summary judgment (ECF No.55).

The Court’s concern arises with traceability, which “looks to whether the defendant’s actions have a ‘causal connection’ to the plaintiff’s injury.” *Turaani*, 988 F.3d at 316. As the *Turaani* court explained, an independent action by a third party not before the court is usually insufficient to satisfy this element:

Indirect harms typically fail to meet this element because harms “result[ing] from the independent action of some third party not before the court” are generally not traceable to the defendant. That means that, unless the defendant’s actions had a “determinative or coercive effect” upon the third party, the claimant’s quarrel is with the third party, not the defendant.”

Id. (citations omitted; alteration in original). More to the point here, “‘an injury that results from [a] third party’s voluntary and independent actions’ does not establish traceability;” which means the City must have “do[ne] more,” – e.g., issuing “a ‘command’ of the third party’s actions.” *Id.* at 317 (quoting *Crawford v. United States Dep’t of Treasury*, 868 F.3d 438, 457 (6th Cir. 2017)).

The City concedes that Plaintiff has alleged – although not proven – that he has suffered an injury in fact. Therefore, the City will focus on the second and third elements in the 3-part standing test described by the Court in *Turaani v Wray*, 988 F.3d 313 (6th Cir 2021): traceability and redressability. Plaintiff cannot establish either of these elements here.

II. Plaintiff has failed to show that his injuries were traceable to the City’s CERA Program and actions.

Turaani v Wray, 988 F.3d 313 (6th Cir 2021), noted above, is particularly instructive in the present case. In *Turaani*, the plaintiff attempted to purchase a firearm. The seller, as required by law, ran the plaintiff’s name through the

National Instant Criminal Background Check System (“NICS”) to determine if any disqualifying factors were present, and received a “delay” response, requiring the dealer to wait three days before completing the sale. The next day, an FBI agent showed up at the gun dealer’s home, showed him pictures of the plaintiff with another person of apparent Middle Eastern descent and stated that “we have a problem with the company” the plaintiff “keeps.” A few days later, the dealer told the plaintiff he had been visited by the FBI and was no longer comfortable selling him the gun. The plaintiff then sued the FBI under 42 U.S.C. §1981, alleging that the FBI violated his rights.

The Sixth Circuit affirmed the trial court’s dismissal of the case, finding that the plaintiff’s injuries were not “traceable” to the FBI’s actions, because the FBI’s communication with the dealer was “a distant cry from forcing action.” *Turaani*, supra, at 316. The Plaintiff countered that the FBI’s actions caused the dealer to cancel the sale, but the Sixth Circuit rejected this argument, stating:

Turaani pushes back, claiming that the FBI's actions amounted to a sufficient cause of the dealer's decision not to sell the gun. But, in doing so, he never refutes the applicability of *Crawford*. It says that “an injury that results from the third party's *voluntary and independent* actions” does not establish traceability; **the government must do more, say by establishing a “command” of the third party's actions.** *Crawford*, 868 F.3d at 457. Turaani never asserts that Chambers *commanded* the gun dealer not to go through with the sale. **The dealer instead exercised his discretion** after speaking with Chambers. Because Chambers did not compel his chosen course of conduct, we are left only

with the kind of attenuated causal chain that fails to meet Article III's requirements. Turaani's reliance on a "chain of contingencies," in all its rippling glory, creates "mere speculation," not a traceable harm. *Clapper v. Amnesty Int'l USA*, 568 U.S. 398, 410, 133 S.Ct. 1138, 185 L.Ed.2d 264 (2013).

Turaani v Wray, 988 F3d 313, 317 (6th Cir. 2021) (Emphasis added.)

Other cases in the Sixth Circuit are consistent with *Turaani*. For example, in *Changizi v Dept of Health & Human Servs.*, 82 F.4th 492 (6th Cir. 2023), cert den 144 S Ct 2716; 219 L Ed 2d 1336 (2024), the plaintiff sued the Department of Health and Human Services, claiming that as a result of the Biden Administration's public statements urging major social media platforms to stop amplifying misinformation regarding COVID-19 vaccinations, they were banned from Twitter. Citing *Bennett v. Spear*, 520 U.S. 154, 169, 117 S.Ct. 1154, 137 L.Ed.2d 281 (1997) and *Turaani*, the Sixth Circuit confirmed that to show that their injuries were traceable to the federal government, *plaintiffs "must show that the defendant's actions had a 'determinative or coercive effect' on the third party* such that the actions of the third party can be said to have been caused by the defendant." The Court affirmed the dismissal of the plaintiffs' claims, finding that the plaintiffs failed to show that Twitter's actions did not result from its "*broad and legitimate discretion*" as an independent company, or that their complaint had "adequately pleaded that HHS *compelled* Twitter's chosen course of conduct." Also see *United States v. Carroll*,

667 F.3d 742, 745 (6th Cir. 2012) (“Plaintiff’s alleged injuries in this case ‘depends on the *unfettered choices made by independent actors* not before the court[] and whose exercise of broad and legitimate discretion the court[] cannot presume to either control or to predict.’”); and *Shreeve v Rayes*, 2021 WL 269922, at *2–4 (ED Mich, January 27, 2021) (plaintiffs’ equal protection and due process claims against city claiming City allowed neighbors to build house too close to lake dismissed where “Plaintiffs’ neighbors *were not directed or controlled* by Defendants[.]”)

Plaintiff cannot establish that his alleged injuries are traceable to the City’s actions for the same reasons the courts dismissed claims in the cases cited above. Although the City had communications with MSHDA regarding the “80/20” conditions the City planned to apply to its CERA program (which was not yet in effect), the City did not “command” or “coerce” MSHDA to adopt these same conditions for MSHDA’s program. Plaintiff’s alleged injuries in this case resulted not from the City’s CERA Program or the City’s actions, but from the “voluntary and independent actions” of those developing and administering MSHDA’s CERA program, and from MSHDA’s informed, independent and voluntary decision to apply the 80/20 conditions to Detroit households under its program.

Plaintiff may argue that the Sixth Circuit’s decision in *Parsons v U.S. Dept. of Justice*, 801 F.3d 701 (6th Cir. 2015), supports their position in the present case.

In *Parsons*, after the Department of Justice labeled fans of a musical group a “gang,” local and state law enforcement began harassing the fans, prompting a lawsuit against the federal government. The court found that Article III causation existed even though there had been no direct order by the federal government to the state and local authorities because “it is possible to motivate harmful conduct without giving a direct order to engage in such conduct.” *Id.*, at 714. The *Turaani* Court distinguished *Parsons*, noting that “because of the cooperative relationship between local and national law enforcement, local law enforcement “may feel compelled to follow the lead of federal law enforcement and take action pursuant to information provided” by the Department of Justice.” *Turaani v Wray*, 988 F3d 313, 317 (6th Cir. 2021). The City anticipates that Plaintiff will argue that there is similarly a “cooperative relationship” between MSHDA and the City, so the City’s request that MSHDA adopt the City’s 80/20 policy regarding MSHDA’s CERA program suffices to show Article III traceability.

The Court should reject this argument for at least two reasons. First, this argument ignores the power dynamic inherent in the relationships involved in these cases. It is well known that the federal government provides significant funding to state and local governments. (See, e.g., *United States v \$1,75603 in US Currency*, ___ F.Supp.3d. ___, 2025 WL 593674, at *2 (ED Mich 2025); *Ramsey v City of*

Highland Park, 2014 WL 12585772, at *1 (ED Mich 2014)). Given this relationship, it would not be unusual, as in *Parsons*, for a state or local agency, even if not legally compelled to follow federal directives, to nevertheless *feel compelled* to do so, in order to not risk current or future funding. But the contrary is not true. An entity *providing* funding to another, such as the State of Michigan, is not likely to feel compelled to adopt policies requested by a *receiving* entity, such as the City of Detroit.² Therefore, the City could not, and did not, coerce or compel MSHDA to adopt the City's 80/20 policy in MSHDA's program.

Second, in the present case, Plaintiff alleges an unconstitutional taking of a specific identifiable parcel of money. In a taking case, where a third party has allegedly deprived a plaintiff of specific property, it does not make sense to impose liability on a party which never possessed or controlled the disposition of the property at issue. *Parsons* did not involve a taking claim, so its holding should not apply in this case.

III. A decision against the City would not redress Plaintiff's alleged injuries.

Finally, Plaintiff cannot meet the third element to establish standing, because

² Although the City received no CERA funding from the State of Michigan, it received at least \$149,719,386 in other State funding in 2020, and \$134,432,674 in 2021. See Terri Daniels Declaration, Ex D.

a ruling against the City by this Court that the City's 80/20 policy was unlawful would not redress his alleged injuries. Plaintiff alleges that once his tenants' applications were approved by the HARAs, UCHC and Wayne Metro, he had a constitutionally-protected property interest in "a specific identifiable 'parcel' of money" -100% of the total potential rent held by the HARAs. ECF No. 47, ¶¶ 75, 72, 39, 82, 106. But because Plaintiffs' tenants' applications were all processed under the MSHDA program and using MSHDA's funds, the City never had possession of Plaintiff's alleged "property," and never had any control over the disposition of these funds. If the Court were to enter a finding of liability against the City of Detroit, holding that he has a property interest in the specific funds that were escrowed when his tenants' applications were processed, the City could not compel any party or non-party – MSHDA, UCHC, Wayne Metro or the 36th District Court³ - to disburse these funds to Plaintiff.

Respectfully submitted,

/S/ Eric B. Gaabo

gaabe@detroitmi.gov

Attorney for Defendant City of Detroit

Dated: June 26, 2025

³ As shown in Plaintiff's Initial Disclosures, **Ex C**, in regard to the seven Wolf tenants at issue, at least six had escrows deposited into the 36th District Court pursuant to conditional dismissal orders stipulated to by Plaintiff's counsel.

CERTIFICATE OF SERVICE:

**DEFENDANT CITY OF DETROIT'S SUPPLEMENTAL BRIEF ON THE
ISSUE OF STANDING AND SUBJECT-MATTER JURISDICTION**

I state that on June 26, 2025, I served Defendant City of Detroit's Supplemental Brief on the Issue of Standing and Subject-Matter Jurisdiction on the other parties to this case by electronically filing this document with the U.S. District Court for the Eastern District of Michigan in this matter, which will forward these documents to all parties of record through its electronic e-filing system.

Respectfully submitted,

S/ Eric B. Gaabo
gaabe@detroitmi.gov
Attorney for Defendant City of Detroit

Dated: June 26, 2025

INDEX OF EXHIBITS

- A. City's "Supplement Responsive to Plaintiff's Amended First Set of Interrogatories, Requests for Admissions and Requests for Production of Documents"
- B. City's summary of MSHDA Excel File showing applications submitted by or on behalf of Plaintiff's tenants
- C. Plaintiff's Initial Disclosures (excerpts)
- D. Declaration of Terri Daniels

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of
similarly-situated persons and entities,

Case No. 2:23-cv-11645
Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

Plaintiff,

-vs-

CITY OF DETROIT,
a municipal corporation,

Defendant.

**CITY OF DETROIT’S SUPPLEMENT RESPONSIVE TO PLAINTIFF’S
AMENDED FIRST SET OF INTERROGATORIES, REQUESTS FOR
ADMISSIONS AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Defendant, City of Detroit (“City”) submits the following in supplement to its discovery responses along with an Excel File entitled “MSHDA Excel File (as of 12.05.2024) - Bates 02336¹,” containing data compiled from applications for Covid Emergency Rental Assistance and MSHDA Worksheets generated during the processing of applications, housed in the MSHDA portal; hereinafter the “MSHDA Excel File” pursuant to the Stipulated Protective Order (Dkt. No. 53):

¹ Updated and/or any other versions of the MSHDA Excel File produced throughout the litigation will be referenced with the date the report was generated and associated Bates number.

MSHDA’s portal allows data to be exported to a report, automatically generating a report in the format of an Excel file. The subject MSHDA Excel File, Bates 02336, was generated on December 5, 2024.

Direct grantees of the U.S. Treasury programs under the Consolidated Appropriations Act (“CAA”) and/or the American Rescue Plan Act (“ARPA”), other than the City of Detroit, dedicated the federal grant funds to benefit residents of the City of Detroit. The MSHDA Excel File, Bates 02336, contains data pulled from all CERA applications where the tenant resided within City of Detroit, regardless of the fund source for CERA relief.

Column AI, entitled “FundingSource,” in the MSHDA Excel File, Bates 02336, identifies four funding sources that provided CERA relief benefiting Detroit residents. Funding source labels differentiate CAA and ARPA funds and the direct grantee of said funds, as follows:

- | | |
|-----------------------------|--|
| 2021 – CERA Fund #1: | Refers to funds issued by U.S. Treasury under the C.A.A. to the State of Michigan, via MSHDA and from MSHDA to HAND. |
| 2022 – CERA Fund #2: | Refers to funds issued by U.S. Treasury under the A.R.P.A. to the State of Michigan, via MSHDA and from MSHDA to HAND. |
| ERAP #2 Detroit: | Refers to funds issued by U.S. Treasury under the A.R.P.A. to the City of Detroit. |
| Wayne County ERAP 2: | Refers to funds issued by U.S. Treasury under the A.R.P.A. to Wayne County. |

Wayne County administered its own CERA program, with data showing that it provided CERA relief to Detroit residents for approximately two months from March 10, 2022 through April 26, 2022, with a couple applications approved in early June 2022.

Respectfully submitted,

/s/ Veronica Ibrahim

Eric B. Gaabo, P39213
Veronica R. Ibrahim, P79922
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Detroit, MI 48226
(313) 237-3137; Fax: (313) 224-5505
veronica.ibrahim@detroitmi.gov

Dated: January 14, 2025

Certificate of Service

I hereby certify that on **January 14, 2025**, I electronically served the City's Supplement Responsive to Plaintiff's Amended First Set of Interrogatories, Requests for Admissions, and Requests for Production of Documents via email to Jamie Warrow and Gregory Hanley at:

jwarrow@kickhamhanley.com

ghanley@kickhamhanley.com

/s/ Veronica Ibrahim

EXHIBIT B

Excel Row #	Tenant Name (P)	Decision Date (O)	Landlord Contact Name /Landlord Contact (X,Y)	Street (AA)	House # (AD)	Unit # (AE)	Org. (A)	Rent Prospective (BI)	Rent Arrears Relief (BJ)	Total Rent Relief (BK)	Fund Source (AI)
8577	Dwayne Major	7/6/2022 Denied; Other	McKenziemanagement313@gmail.com	E Palmer St.	25	66	UCHC	\$0.00	\$0.00	\$0.00	
4848	Damaris King	9/14/2022 Denied; Unresponsive	Lawrence Wolf damarisking06@gmail.com	E. Palmer St.	25	69	UCHC	\$0.00	\$0.00	\$0.00	
3487	Roshawnda Braggs	8/23/2022	DAWN FLYNN	E Palmer	25	28	UCHC	\$3,150.00	\$2,190.00	\$5,340.00	2021 - CERA 1
3790	Daniel Granger	4/27/2023 (Utilities)	na@na.com	E Palmer	25	58	UCHC	\$0.00	\$0.00	\$0.00	2022 - CERA 2
3791	Daniel Granger	8/14/2022	DAWN FLYNN larrywolfproperties@gmail.com	E Palmer	25	58	UCHC	\$2,150.00	\$5,655.00	\$7,805.00	2021 - CERA 1
7146	Richard Davies	7/27/2022	Dawn Flynn larrywolfproperties@gmail.com	E Palmer	25	23	UCHC	\$1,905.00	\$3,485.00	\$5,390.00	2021 - CERA 1
7988	Marco Gilliam	3/8/2022	Larrywolfproperty@gmail.com	E Palmer	25	25	UCHC	\$2,475.00	\$1,800.00	\$4,275.00	2022 - CERA 2
9857	Christopher Bailey	8/7/2022	Dawn larrywolfproperties@gmail.com	E Palmer St.	25	82	UCHC	\$3,300.00	\$6,300.00	\$9,600.00	2021 - CERA 1
15364	Christopher Bailey	11/19/2021 Denied; Duplicate	Quianawilliams38@yahoo.com	Greenfield Rd.	18630		UCHC	\$0.00	\$0.00	\$0.00	2021 - CERA 1
15756	Christopher Bailey	8/28/2021	Quiana Williams	Greenfield Rd.	18630		WM	\$0.00	\$14,800.00	\$14,800.00	2021 - CERA 1
10342	Tabatha Morris	5/27/2022	Dawn larrywolfproperties@gmail.com	E Palmer St.	25	38	UCHC	\$3,150.00	\$10,695.00	\$13,845.00	2021 - CERA 1
15146	Anita Hawkins	2/15/2023	larrywolfproperties@gmail.com	E Palmer St. Apt 61	25	61	UCHC	\$0.00	\$5,330.00	\$5,330.00	2022 - CERA 2
15147	Anita Hawkins	12/21/2021	larrywolfproperties@gmail.com	E Palmer St.	25	61	UCHC	\$2,880.00	\$7,475.00	\$10,355.00	2021 - CERA 1

15145	Anita Hawkins	11/29/2022 Denied; Duplicate		E Palmer St.	25	61	UCHC	\$0.00	\$0.00	\$0.00	
16842	Anita Hawkins	9/28/2021 Denied; Duplicate		E Palmer Unit 61	25		WM	\$0.00	\$0.00	\$0.00	2021 - CERA Fund #1
19187	Joel Greene	5/19/2022	Dawn Flynn	E Palmer St	25	47	WM	\$3,180.00	\$0.00	\$3,180.00	2021 - CERA 1
19188	Joel Greene	5/10/2022	Dawn Flynn larrywolfproperties@gmail.com	E Palmer St	25	47	WM	\$3,180.00	\$0.00	\$3,180.00	2021 - CERA 1
19189	Joel Greene	8/9/2021	Dawn Flynn larrywolfproperties@gmail.com	e Palmer 47	25		WM	\$2,880.00	\$5,590.00	\$8,470.00	2021 - CERA 1
27797	Marcus Owens	11/23/2022	Dawn Flynn larrywolfproperties@gmail.com	E Palmer St.	25	32	WM	\$0.00	\$6,870.00	\$6,870.00	2022 - CERA 2
43359	Ian Kujawa	5/3/2022	Dawn Flynn larrywolfproperties@gmail.com	E Palmer St.	25	79	WM	\$850.00	\$9,650.00	\$10,500.00	2021 - CERA 1
45636	Brittany Williams	8/19/2022	Dawn Wolfproperties@gmail.com	E Palmer St.	25	52	WM	\$1,040.00	\$15,060.00	\$16,100.00	2022 - CERA 2
3047	Kinicha Hawkins	7/19/2022 Denied; Duplicate	larrywolfproperties@gmail.com	E Palmer St.	25	49	UCHC	\$0.00	\$0.00	\$0.00	-
50373	Kinicha Hawkins	9/22/2021	Laurence G. Wolf larrywolfproperties@gmail.com	E Palmer St.	25	49	WM	\$2,325.00	\$6,337.00	\$8,662.00	2021 - CERA 1
45381	Gabrielle White	2/14/2022 Denied; Other	Dawn Flynn larrywolfproperties@gmail.com	E Palmer St.	25	40	WM	\$0.00	\$0.00	\$0.00	2021 - CERA 1

*Column headings - Letters in parentheses above reflect column letter in MSHDA Excel File

Wolf Tenant - Application for non Wolf Properties rental address

***Tenants for whom Wolf Properties "assisted in applying for, or applied directly for, CERA relief."**

****Wolf identified Tenant: DWIGHT CATO who he helped apply for CERA - could not locate this name from the Portal report; Conditional Dismissal from 36th District Court case produced by Wolf show that Dwight Cato and Roshawnda Braggs rented a unit together**

EXHIBIT C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES, individually,
and on behalf of a class of similarly-situated
persons and entities,

Plaintiff,

Case No. 2:23-cv-11645
Hon. Laura J. Michelson
Mag. Kimberly G. Altman

v.

CITY OF DETROIT,
a municipal corporation,

Defendant.

**PLAINTIFF'S INITIAL DISCLOSURES
PURSUANT TO FED. R. CIV. P. 26(a)(1)**

Plaintiff Laurence Wolf, d/b/a/Laurence Wolf Properties ("Plaintiff") submits the following as his initial disclosures pursuant to F. R. Civ. P. 26(a)(1). These disclosures are reasonably based on information currently known to Plaintiff at this time. Plaintiff reserves the right to supplement and/or amend these disclosures.

1. Persons likely to have discoverable information:

The following persons have (or may have) discoverable information that Plaintiff may use to support his claims in this action:

1. Laurence Wolf (available through Plaintiff's counsel). Mr. Wolf, as the "Landlord" of the property identified in the Complaint, suffered economic loss due to the actions of the City, as alleged in the Complaint.

2. Dawn Flynn (available through Plaintiff's counsel). Ms. Flynn is an employee of Laurence Wolf Properties and has knowledge regarding Plaintiff's CERA application process with the Defendant City of Detroit ("City"), the amounts of CERA funds paid to and withheld from Plaintiff based upon the City's CERA conditions and restrictions.

3. James Abbott, Esq. Mr. Abbott is an attorney retained by Plaintiff to pursue landlord-tenant legal issues. Mr. Abbott has knowledge of the lawsuits filed to enforce Plaintiff's legal rights against tenants who were in rental arrears. Mr. Abbott should also have knowledge as to the specific restrictions, requirements, and/or conditions imposed by the City upon Plaintiff prior to Plaintiff being able to obtain full payment of CERA funds.

4. Tenants of Laurence Wolf Properties' apartment building located at 25 E. Palmer St. Detroit, MI for whom Laurence Wolf Properties assisted in applying for, or applied directly for, CERA relief. These individuals should have knowledge of the City's CERA application process and the habitability of the premises. They also should be able to (a) identify the funds paid through the CERA program, (b) state whether they directly received CERA funds from the City and (c) describe how the CERA funds were used if paid directly to them. These individuals include, but may not be limited to:

- i. Marco Gilliam
- i. Ian Kujawa
- ii. Dwight Cato
- iii. Tabatha Morris
- iv. Christopher Bailey

v. Daniel Granger

vi. Brittany Williams

5. Current and former employees of Michigan State Housing Development Authority (MSHDA). These individuals should have knowledge regarding implementing the CERA program in Michigan as well as the City's establishment and implementation of the specific terms and conditions of its CERA program. MSHDA employees should have knowledge of its communications with the City regarding the City's mandating additional conditions upon landlords prior to being fully paid CERA funds. MSHDA employee should have knowledge regarding whether or not other municipalities in Michigan imposed additional requirements and/or conditions upon landlords prior to fully paying CERA funds. MSHDA employees should have knowledge as to the federal guidelines imparted to grantees under the Relief Acts and be able to discuss any relevant communications they may have had with federal personnel regarding implementing CERA relief in Michigan. The identities of these individuals are currently unknown.

6. Current and former employees of the City of Detroit, including but not limited to the City's Buildings Safety Engineering & Environmental Department (BSEED). These individuals should have knowledge regarding the City's decision to withhold 20% of payments that should have been paid to Eligible Landlords, the certificate of compliance and inspection processes both generally and as it relates to Plaintiff's apartment building, and may specifically include, but are not limited to, the following individual:

- i. Jerome (last name unknown)
City of Detroit
Buildings Safety Engineering & Environmental Dept.
2 Woodward Avenue, Suite 401
Detroit, MI 48226

7. Current and former employees of United Community Housing Coalition (UCHC). These individuals should have knowledge as to the City's CERA program, the restrictions and conditions imposed upon landlords (including Plaintiff) under the City's CERA program and its conditions, the amount of funds allocated to the City under the CERA program, the amount of funds distributed by the City under the CERA program, and the amount and location of any escrowed CERA funds based upon the City's withholding 20% of CERA funds from payment to landlords under the City's CERA program. Specifically, the UCHC employees may include, but may not be limited to the following individual:

- i. Gabriel Lozano
Rental Assistance Counselor
United Community Housing Coalition
2727 Second Ave, Suite 313
Detroit, MI 48201
(313) 725-4995
(313) 963-4680 fax

8. Current and former employees of Wayne Metropolitan Community Action Agency ("Wayne Metro"). These individuals should have knowledge as to the City's CERA program, the restrictions and conditions imposed upon landlords (including Plaintiff) under the City's CERA program and its conditions, the amount of funds allocated to the City under the CERA program, the amount of funds distributed

by the City under the CERA program, and the amount and location of any escrowed CERA funds based upon the City's withholding 20% of CERA funds from payment to landlords under the City's CERA program. Specifically, the UCHC employees may include, but may not be limited to the following individuals:

- i. Donna Lewis
Program Manager
CERA Program
Detroit/Highland Park/Hamtramck
7310 Woodward Ave, Detroit, MI 48202
O: 313 634-5439
- ii. Zelmetta Campbell
Direct Service Specialist CERA Program
Email: ZCampbell@WayneMetro.org
Phone: 313-998-0613
7310 Woodward Ave, Detroit, MI 48202

9. Current and former employees of Michigan Legal Services. These employees should have information regarding lawsuits filed by Plaintiff and other landlords against certain tenants for nonpayment of rent, correspondence between them and certain tenants regarding the CERA process, correspondence with the City, MSHDA, Wayne Metro, and UCHC regarding the CERA process. The individual employees may include, but may not be limited to the following individual:

- i. Alyssa Petroni

10. Employees of the U.S. Department of Treasury. These employees should generally have knowledge of the federal statutes, guidelines, program requirements, and federal oversight of the CERA program. These employees should be able to discuss

communications with local grantees as defined by the Relief Statutes. The identities of these employees are currently unknown.

11. Records custodians that may be necessary to authenticate documents.
12. Witnesses whose identities will be revealed in discovery.
13. Any and all individuals identified by the City in its initial disclosures

and/or witness list.

Plaintiff reserves the right to amend these initial witness disclosures.

2. Relevant documents

Plaintiff objects to the disclosure of documents that are protected from disclosure by the attorney client privilege, work product rule, and/or any other privilege(s) against disclosure. Plaintiff identifies the following categories/documents that are or may be relevant to Plaintiff's and the putative class's claims that are currently in Plaintiff's possession, custody and/or control:

1. Plaintiff's applications (and related documents) for CERA funding on behalf of itself and certain tenants.
2. Applications (and related documents) made directly by Plaintiff's tenants for CERA funding.
3. Relevant communications by and between Plaintiff, the City, UCHC, and/or Wayne Metro.
4. Plaintiff's records documenting the CERA funds received and the 20% CERA funds withheld and/or exacted by the City.

5. Plaintiff's records regarding the City's certificate of compliance process.
6. Executive Order No. 2020-134.
7. The Federal Relief Statutes—15 USC §9068a and 9058c and any related regulations.
8. Publications issued by various federal bureaus and departments related to the Federal Relief Statutes and CERA funding including, but not limited to publications by:
 - a. The Consumer Financial Protection Bureau;
 - b. U.S. Department of Treasury "Emergency Rental Assistance Fact Sheet"
 - c. U.S. Department of Treasury "Frequently Asked Questions" revised June 24, 2021, July 27, 2022, and September 16, 2022;
 - d. "Fact Sheet: Biden Administration Takes Additional Steps to Prevent Evictions as the Delivery of Emergency Rental Assistance Continues to Increase."
9. Publications from MSHDA, including:
 - a. Press releases and website information;
 - b. State of Michigan COVID Emergency Rental Assistance Program Guidance dated March 26, 2021, and updated July 21, 2021;
 - c. MSHDA forms, applications, program worksheets, and other records related to CERA Funding.

10. City of Detroit resolutions, press releases and publications, including:

- a. Protocol: "Covid19 Emergency Rental Assistance (CERA) Rental Compliance Guidance;"
- b. Article: "As COVID lockdown rental assistance ends, City announces 3-part Immediate Intervention Plan for those facing eviction;"
- c. Article: "Eviction, Rent, And Utility Payment Help;"
- d. Certificate of Compliance guidelines;
- e. Any resolutions passed by the City's council related to CERA program or CERA funds.

11. Articles, Reports and Studies regarding Detroit landlord data and statistics including, but to limited to:

- a. NPR article: "New data show Detroit has 40,000 landlords and most of them are locals;"
- b. Detroit Free Press: "Who owns rental housing in Detroit? New report offers glimpse;"
- c. Detroit Future City: Understanding the Rental Landscape: A Profile of Detroit's Landlords to Inform Lead-Safe Housing Policy;
- d. Detroit News: Detroit Landlords ignoring rental inspection rules, city says;
- e. DMACS, University of Michigan Brief: "Using American Rescue Plan Funds to Meet Detroiters' Home Repair Needs;"

- f. Bridge Detroit: “Detroit City Council wants statewide housing agency to speed up rent aid applications;”
 - g. University of Michigan Poverty Solutions—various studies and reports, including but not limited to: “Crisis Before the Emergency: Evictions in Detroit Before and After the Onset of Covid-19.”
12. Documents showing the amounts retained by the City and the HARAs that otherwise should have been paid to the Landlords.
 13. Any and all documents listed by Defendant.
 14. Any and all documents that become known through the further course of discovery.

Plaintiff reserves the right to amend this list of document disclosures.

3. Damages

Plaintiff’s Takings claim does not seek “damages” but instead seeks compensation for property the City seized in violation of the Fifth Amendment to the U.S. Constitution. Plaintiff’s “illegal exaction” claim also does not seek “damages” but instead seeks to have the City disgorge monies it has illegally obtained and retained. Under both theories, Plaintiff seeks reimbursement of the CERA Funds wrongfully taken and/or exacted by the City in the amount of the CERA Funds it has unlawfully withheld from Plaintiff and the Class. The total amount the City is required to pay to the landlords is currently unknown but is believed to be tens of millions of dollars.

4. **Insurance**

Not applicable.

**Respectfully submitted,
KICKHAM HANLEY PLLC**

By: /s/ Jamie Warrow
Jamie Warrow (P61521)
32121 Woodward Avenue, Ste 300
Royal Oak, MI 48073
(248) 544-1500
Email: jwarrow@kickhamhanley.com
Counsel for Plaintiff
and the Putative Class

Dated: October 5, 2023

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 22377263 LT Judge Jacquelyn A. McClinton
Court address 421 Madison Street, Detroit, MI 48226		Court telephone no. (313) 965-5594
Plaintiff's name, address, and telephone no. Laurence Wolf Properties		Defendant's name, address, and telephone no. Christopher Bailey 25 E Palmer, Apt 3 Detroit, MI 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott, P26085 111 Cadillac Sq., Ste. 310 Detroit, MI 48226 (313) 967-1000		Defendant's attorney, bar no., address, and telephone no. Ronald J. Blanco, P85775 Michigan Legal Services 2727 2nd. Ave., Ste. 333 Detroit, MI 48201 (313) 774-3512

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff pursuant to the terms in Item 3:
 on or before _____:
Date

- a. Rent..... \$ 5,750.00 due through the time period ending June 30, 2022
- b. Court costs \$ 150.00 Date
- c. Other money due..... \$ 400.00
- d. Total..... \$ 6,300.00

3. Further conditions: *See attached additional terms of consent order.*

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

- a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*
- OR
- b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

STATE OF MICHIGAN 36th Judicial District	ADDITIONAL TERMS OF CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. 22377263 LT Judge Jacquelyn A. McClinton
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Court address 421 Madison Street, Detroit, MI 48226	Court telephone no. (313) 965-5594
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Plaintiff: Laurence Wolf Properties c/o James A. Abbott, P26085 111 Cadillac Sq., Ste. 310 Detroit, MI 48226 (313) 967-1000	Defendant: Christopher Bailey c/o Ronald J. Blanco, P85775 Michigan Legal Services 2727 2nd. Ave., Ste. 333 Detroit, MI 48201 (313) 774-3512
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- The parties through respective counsel agree to the following terms and conditions in addition to those set forth in the attached Conditional Dismissal:
- (1) The \$6,300.00 due as referenced in the Conditional Dismissal represents all sums due from Defendant to Plaintiff through June 30, 2022. Of the total amount stated in the Conditional Dismissal, \$6,300.00, Defendant or Defendant's Agent, through COVID Emergency Rental Assistance (CERA), shall pay \$5,040.00 (80%) towards rental arrears plus one hundred and fifty dollars (\$150.00) towards court costs, plus one hundred and fifty dollars (\$400.00) towards late fees, within 21 days of the receipt of the entry of this Conditional Dismissal by the court to Plaintiff, and \$1,260.00 (20%) to the 36th District Court escrow.
 - * (2) Plaintiff shall accept 3rd party payment for all or part of the payment of \$5,040.00 (80%) and failure to cooperate by Plaintiff shall constitute a waiver of the 21-day requirement set forth in paragraph (1).
 - (3) Payment shall be considered tendered when mailed to Plaintiff and/or Plaintiff's counsel.
 - (4) Failure to make payments above shall be grounds for an order of eviction to enter.
 - (5) Plaintiff shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by September 30, 2022 or the following in lieu of the C of C: Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.
 - (6) Written verification provided by plaintiff to confirm that the September 30, 2022 compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.
 - (7) Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.
 - (8) If Plaintiff timely complies with paragraph (6) then funds held in 36th District Court escrow shall be released to Plaintiff. If Plaintiff does not timely comply with paragraph (6) then the funds held in 36th District Court escrow shall be released to Defendant.
 - (9) Funds shall be released based on a motion by either party with service on the other. Motion may be a stipulated motion.
 - (10) Plaintiff shall provide at least (48) hours written notice for access to the premises to complete work or allow Detroit BSEED inspections necessary to obtain the C of C. Written notice may be by text or e-mail. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.
 - * (11) Plaintiff shall inspect and repair as necessary the following, by September 30, 2022:
 - a. malfunctioning hot water pipe in the bathroom.
 - b. roaches and bedbugs infested in the hallway entrance of the apartment unit.

LES TO PAY TODAY
 - (12) Repair work shall take place during reasonable hours, and by personnel appropriately skilled and licensed where required. Defendant and Plaintiff shall schedule dates and times for repairs that are conducive to their schedules. Defendant shall have the right to be present when repairs are made, provided that such right does not unreasonably interfere with Plaintiff's ability to make the repairs.
 - (13) Defendant shall not interfere with Plaintiff's obligation to make repairs or schedule inspections to obtain the C of C.
 - (14) Payment of \$5,040.00 (80%) to Plaintiff and \$1,260.00 (20%) to court escrow shall constitute full satisfaction of all rent and costs owed to Plaintiff through June 30, 2022.
 - * (15) Future rent of \$3,300.00 total (\$1,100.00 towards July 2022, \$1,100.00 towards August 2022, and \$1,100.00 towards September 2022) shall be paid directly to Plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action.
 - (16) If Defendant stays at the residence, Defendant will be responsible for the regular rent amount as of October 2022. Failure to pay rent in the future does not constitute a violation of this conditional dismissal and is subject to a separate action.
 - * (17) Plaintiff may not charge late fees to the tenant during the period of time CERA is processing and sending payment to Plaintiff and/or Plaintiff's counsel.
 - (18) Plaintiff does agree that they will accept third party payment for future rent if applicable.
 - (19) Failure on Landlord's part to complete and return requested documentation to the HARA in a timely manner may result in delaying payment past the aforementioned due dates. Should this occur, parties will agree to a reasonable extension of the due dates.
 - * (20) Plaintiff may not file a termination of tenancy case against Defendant without cause, during the period of time which Plaintiff is given to obtain the certificate of compliance.

Plaintiff/Attorney: _____ Defendant/Attorney: /s/ Ronald Blanco 6/8/2022

STATE OF MICHIGAN 36TH JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 22377264 LT HON. DEMETRIA BRUE
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Court address Court telephone no.
 421 MADISON ST., DETROIT, MI 48226 (313) 965-5594

Plaintiff's name, address, and telephone no.
 LAURENCE WOLF PROPERTIES

Defendant's name, address, and telephone no.
DWIGHT CATO
 ROSHAWNDA BRAGGS
 25 E. PALMER APT. 28
 DETROIT, MI 48202

v

Plaintiff's attorney, bar no., address, and telephone no.
 JAMES ABBOTT P-26085
 111 CADILLAC SQ.
 SUITE 310
 DETROIT, MI 48226
 (313) 967-1000

Defendant's attorney, bar no., address, and telephone no.
 MICHIGAN LEGAL SERVICES
 JENNIFER GERMAINE P-81839
 2727 SECOND AVE., SUITE 333
 DETROIT, MI 48201
 (313) 423-8754

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.
2. Defendant shall pay the following to plaintiff pursuant to the terms in item 3:
 on or before _____:
Date
 - a. Rent \$ 1,740 due through the time period ending April 30, 2022
 - b. Court costs \$ 150 Date
 - c. Other money due..... \$ 300 late fees
 - d. Total \$ 2,190.00
3. Further conditions: see attached addendum.

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.
 - a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*
 - OR**
 - b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Consent Order for Conditional Dismissal, Landlord-Tenant (4/21)
Page 2 of 2

Case No. 22377264 LT

- 5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.
- 6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.
- 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

MCR 4.201(l) was explained to the parties.



Judge signature and date

Approved as to form and content.

Plaintiff/Plaintiff's attorney signature and date

/s/ Jennifer Germaine 4/20/2022

Defendant's attorney signature and date

/s/Dwight Cato 4/20/2022 - with permission, JG

Defendant's signature and date (optional if represented)

STATE OF MICHIGAN
IN THE 36TH DISTRICT COURT

LAURENCE WOLF PROPERTIES

Plaintiff,

v

CASE NO. 22377264 LT
HON. DEMETRIA BRUE

DWIGHT CATO
ROSHAWNDA BRAGGS

Defendant.

James Abbott P26085
Attorney for Plaintiff
111 Cadillac Square, Ste. 310
Detroit, MI 48226

Jennifer Germaine P81839
Attorney for Defendant
2727 2nd Ave. Ste. 333
Detroit, Michigan 48201

CONDITIONAL DISMISSAL ADDENDUM

Plaintiff and Defendant agree to the following additional terms and conditions for the payment of COVID Emergency Relief Assistance (CERA) funds regarding the property located at **25 E. PALMER APT. 28, DETROIT, MI 48202**, and it is so ordered:

1. Of the total amount stated in the conditional dismissal, \$2,190.00, Defendant or the Housing Assessment and Resource Agency (HARA) shall pay \$1,752 by 14 days from the receipt of the entry of this order by the court and \$438 to the 36th District Court escrow.
2. Plaintiff shall accept third-party payment for all or part of the payment and failure to cooperate by Plaintiff shall constitute a waiver of the due date for payment set forth in paragraph 1.
3. Payment shall be considered issued when mailed to Plaintiff or Plaintiff's counsel and the escrow portion submitted to the court.
4. Failure to make payments above shall be grounds for an order of eviction to enter.
5. Plaintiff shall obtain a certificate of compliance (C of C) from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by July 31, 2022 or any of the following in lieu of the C of C:
 - a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.
 - b. Expenditure of \$438, dated after the entry of this conditional dismissal, to make repairs to bring the unit in compliance with C of C standards or to comply with

the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

- c. Plaintiff provides verified proof of a recently passed rental inspection by a City of Detroit approved third-party inspection company, paid appropriate fees to the City of Detroit, and passed a lead clearance from a City of Detroit approved third-party inspection company.
6. Written verification provided by Plaintiff to confirm that the July 31, 2022 compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process Plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.
7. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.
8. If Plaintiff timely complies with paragraph 5 of this addendum, then funds held in 36th District Court escrow shall be released to Plaintiff. If Plaintiff does not comply with paragraph 5 of this addendum timely, then the funds held in 36th District Court escrow shall be released as the court orders upon motion hearing.
9. Funds shall be released based on a motion by either party with service on the other. Motion may be a stipulated motion. If the parties do not stipulate to the release of funds, then the court shall set a hearing within a reasonable time of the filing of either party's motion.
10. Plaintiff shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.
11. Defendant shall not interfere with Plaintiff's obligation to make these repairs.
12. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.
13. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to plaintiff through April 30, 2022.
14. Future rent of \$3,150 (\$1,050 per month for May 2022 through July 2022) may be included in payment of this conditional dismissal, but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action. Plaintiff agrees to accept third-party payment.
15. Future repair issues or claims to offset future rent by Defendant are not subject to litigation in this case.
16. Plaintiff may not file a termination of tenancy case against Defendant without cause during the time in which Plaintiff is given to obtain the certificate of compliance.
17. Failure on Plaintiff's part to complete and return requested documentation to the HARA in a timely manner may result in delaying payment past the aforementioned due date. Should this occur, the parties will agree to a reasonable extension of the due dates.
18. The parties acknowledge that third-party payments are subject to the final approval of the Michigan State Housing Development Authority (MSHDA) and the HARA assigned to this matter.

Date: _____

James Abbott P26085
Attorney for Plaintiff

Hon. Demetria Brue
36th District Court Judge

/s/Jennifer Germaine 4/20/2022

Jennifer Germaine, P81839
Attorney for Defendant

*/s/ Dwight Cato 4/20/2022 - with
permission, JG*

Defendant

36th STATE OF MICHIGAN JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 21351202 Hon. Jacquelyn A. McClinton
Court address 421 Madison St., Detroit, MI 48226		Court telephone no. (313) 965-5594
Plaintiff's name, address, and telephone no. Laurence Wolf Properties//		Defendant's name, address, and telephone no. Marco Gilliam 25 E Palmer Apt 25 Detroit, MI 48202
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott, P26085 111 Cadillac SQ., Suite 310 Detroit, MI 48226 (313) 967-1000		Defendant's attorney, bar no., address, and telephone no. Shanice Moore, P83784 2727 Second Ave., Suite 333 Detroit, MI 48201 (313) 774-1524

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.

2. Defendant shall pay the following to plaintiff pursuant to the terms in item 3:
 on or before _____ Date

a. Rent.....	\$ 1,320.00		due through the time period ending <u>January 31, 2022</u>
b. Court costs	\$ 80.00		Date
c. Other money due.....	\$ 400.00		
d. Total.....	\$ 1,800.00		

3. Further conditions: See attached Conditional Dismissal Addendum.

4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.

a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*

OR

b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Consent Order for Conditional Dismissal, Landlord-Tenant (4/21)
Page 2 of 2

Case No. 21351202

- 5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.
- 6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.
- 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

MCR 4.201(I) was explained to the parties.

Judge signature and date

Approved as to form and content.

Plaintiff/Plaintiff's attorney signature and date

/s/ Shanice Moore 2/1/22

Defendant's attorney signature and date

/s/ Marco Gilliam (with permission)

Defendant's signature and date (optional if represented)

**STATE OF MICHIGAN
THIRTY SIXTH JUDICIAL DISTRICT**

CASE NO. 21351202 LT
HON. JACQUELYN A. MCCLINTON

LAURENCE WOLF PROPERTIES//

Plaintiff,

v

MARCO GILLIAM,

Defendant.

James A. Abbott, P26085
Attorney for Plaintiff
111 Cadillac SQ., Suite 310
Detroit, MI 48226

Michigan Legal Services
Shanice Moore, P83784
Attorney for Defendant
2727 Second Ave., Suite 333
Detroit, MI 48201

//

CONDITIONAL DISMISSAL ADDENDUM

Plaintiff and Defendant agree to the following additional terms and conditions for the payment of COVID Emergency Relief Assistance (CERA) funds regarding the property located at **25 E. Palmer, Apt. 25 Detroit, MI 48202**, and it is so ordered:

1. Of the total amount stated in the conditional dismissal, \$1,800.00, Defendant or the Housing Assessment and Resource Agency (HARA) shall pay \$1,440.00 (80%) by 14 days from the receipt of the entry of this order by the court and **\$360.00 (20%) to the 36th District Court escrow**. Plaintiff agrees to waive late fees not covered by CERA.
2. Plaintiff shall accept third-party payment for all or part of the payment of \$1,440.00 and failure to cooperate by Plaintiff shall constitute a waiver of the due date for payment set forth in the preceding paragraph.
3. Payment shall be considered tendered when mailed to Plaintiff or Plaintiff's counsel and the escrow portion submitted to the Court.
4. Failure to make payments above shall be grounds for an order of eviction to enter.
5. Plaintiff shall obtain a C of C from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) within 90 days from the date this dismissal is entered by the Court, or any of the following in lieu of the C of C.
 - a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection, or LIHTC inspection or similar other inspection approved by another governmental agency for this specific property.
 - b. Expenditure of \$360.00 dollars to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity.

6. Written verification provided by Plaintiff to confirm that the 90-day compliance date was delayed due to two or more missed appointments by BSEED inspectors or inspectors contracted by BSEED or by other delays in BSEED being able to process Plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.
7. Inspections for C of C purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.
8. Plaintiff shall complete the following repairs within 14 days of the signing of this Conditional Dismissal:
 - a. Seal windows in home to prevent leaking.
9. If Plaintiff timely complies with paragraph 5 then funds held in 36th District Court escrow shall be released to Plaintiff. If Plaintiff does not timely comply with paragraph 5 then the funds held in 36th District Court escrow shall be released to Defendant.
10. Funds shall be released based on a motion by either party with service on the other. Motion may be a stipulated motion. If the parties do not stipulate to the release of funds, then the court shall set a hearing within a reasonable time of the filing of either party's motion.
11. Plaintiff shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C. Written notice may be by text or e-mail.
12. Defendant shall not interfere with Plaintiff's obligation to make these repairs.
13. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing.
14. Payments made in compliance with paragraph 1 shall constitute full satisfaction of all rent and costs owed to Plaintiff through January 31, 2022.
15. Future rent of \$825.00 dollars per month shall be paid directly to Plaintiff, but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action. Plaintiff agrees to accept third-party payment.
16. Future rent of \$2,475.00 for the months of February, March, and April 2022 will be included in payment of this conditional dismissal, for a total payment (including funds escrowed) of \$4,275.00.
17. Future repair issues or claims to offset future rent by Defendant are not subject to litigation in this case.
18. Plaintiff may not raise rent nor file a termination of tenancy case against Defendant without cause, during the period for which a third-party agency has paid future rent on behalf of Defendant, as anticipated above.
19. Failure on Plaintiff's part to complete and return requested documentation to the HARA in a timely manner may result in delaying payment past the aforementioned due date. Should this occur, the parties will agree to a reasonable extension of the due dates.
20. The parties acknowledge that third-party payments are subject to the final approval of the Michigan State Housing Development Authority (MSHDA) and the HARA assigned to this matter.

Date: _____

Hon. Jacquelyn A. McClinton

36th District Court Judge

James A. Abbott, P26085
Attorney for Plaintiff

/s/ Shanice Moore 2/1/22
Shanice Moore, P83784
Attorney for Defendant

with verbal permission
/s/ Marco Gilliam 2/1/22

Marco Gilliam
Defendant

36th STATE OF MICHIGAN JUDICIAL DISTRICT	CONSENT ORDER FOR CONDITIONAL DISMISSAL Landlord-Tenant	CASE NO. and JUDGE 22377265 Hon. Alicia Jones Coleman
Court address 421 Madison Street, #436, Detroit, Michigan 48226		Court telephone no. 313965-2404
Plaintiff's name, address, and telephone no. Laurence Wolf Properties		Defendant's name, address, and telephone no. Daniel Granger & All Occupants 25 E. Palmer, Unit 58 Detroit, Michigan 48202 313 595 0629
Plaintiff's attorney, bar no., address, and telephone no. James A. Abbott P 26085 111 Cadillac Square Ste 310 Detroit, Michigan 48226 (313) 967-1000		Defendant's attorney, bar no., address, and telephone no. United Community Housing Coalition Susan K. Rock P34497 2727 Second Avenue, #313 Detroit, Michigan 48201 (313) 774-0389

THE COURT FINDS the parties agree to the conditional dismissal of the case under the terms below.

THE COURT ORDERS

1. The case is dismissed without prejudice subject to the conditions below.
2. Defendant shall pay the following to plaintiff pursuant to the terms in item 3:
 on or before _____:
Date
 - a. Rent \$ 5105.00 due through the time period ending August 31, 2022
 - b. Court costs \$ 150.00
Date
 - c. Other money due..... \$ 400.00
 - d. Total \$ 5655.00
3. Further conditions: The total rental amount of \$5655.00 shall be paid to the Plaintiff in two separate payments: \$4524.00 and \$1131.00 in accordance with the attached conditional dismissal addendum order.
4. If defendant fails to pay the rent and other costs or meet other conditions as set forth above the plaintiff may seek entry of an order for reinstatement of the case and entry of judgment.
 - a. Plaintiff shall file an affidavit with the court and serve the defendant with the affidavit and notice as required by MCR 2.602(C). If defendant does not file verified objections to the affidavit within 14 days of service of the notice pursuant to MCR 2.602(C)(2)(d), the order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction shall enter simultaneously without notice or further process.*
 - OR
 - b. This action may proceed without notice to the defendant or further process. The parties specifically waive notice under MCR 2.602(C)(2)(d) and MCR 4.201(L)(3). This action will be reinstated upon the plaintiff's submission of an affidavit of default, order for reinstatement of case and entry of judgment, a judgment for money (if eligible and requested in the complaint), and an order of eviction, which will enter simultaneously without notice or further process.*

*For a defendant on active military duty, default judgment shall not be entered except as provided by the Servicemembers Civil Relief Act.

Consent Order for Conditional Dismissal, Landlord-Tenant (4/21)
Page 2 of 2

Case No. 22377265

- 5. Defendant remains responsible for paying the entire amount as stated in this order that is not paid by Michigan Department of Health and Human Services (MDHHS) or any other third party within the time period provided by this order.
- 6. The defendant may be liable for money damages if additional rent is owed or if there is damage to the property.
- 7. Partial payment by defendant of the amount due in item 2d above will not prevent issuance of an order of eviction should a judgment enter after default on this conditional dismissal.

MCR 4.201(I) was explained to the parties.

Judge signature and date

Approved as to form and content.

Plaintiff/Plaintiff's attorney signature and date

Susan K. Rock /s/ July 22, 2022

Defendant's attorney signature and date

Daniel Granger /s/ July 22, 2022

Defendant's signature and date (optional if represented)

STATE OF MICHIGAN 36th JUDICIAL DISTRICT	STIPULATED AMENDED ORDER TO RELEASE ESCROW Landlord-Tenant / Land Contract	CASE NO. 22377265 Judge Shawn Jaque
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Court address **421 Madison St., Detroit, MI 48226** Court telephone no. **(313) 465-4158**

Plaintiff's name, address, and telephone no. Laurence Wolf Properties
Plaintiff's attorney, bar no., address, and telephone no. James Abbott P26085 111 Cadillac Square, Ste 310 Detroit, MI 48226 313-967-1000

v

Defendant's name, address, and telephone no. Daniel Granger 25 East Palmer, Apt 58 Detroit, MI 48202
Defendant's attorney, bar no., address, and telephone no. Suzanne Stepich Lewand P48702 2727 Second Ave, Suite 313 Detroit, MI 48201 313-694-4130

1. On 03/28/2023 an order for escrow was entered in this case.
Date
2. The conditions stated in the order for escrow have been met.

IT IS ORDERED:

3. The escrow established by this court's order dated 03/28/2023 is released.
4. The escrow is disbursed as follows:

\$ 1,131.00 dollars

Payable To: Daniel Granger Name for: Plaintiff
 Defendant

Address: c/o Michigan Legal Services 2727 Second Ave, Ste 313, Detroit, MI 48201

Plaintiff Attorney Signature: *James A. Abbott* P26085
Bar no.

Date: 3-29-23

Defendant Attorney Signature: Suzanne Stepich Lewand /sig P48702
Bar no.

Date: _____

STATE OF MICHIGAN
IN THE 36TH DISTRICT COURT

LAURENCE WOLF PROPERTIES

Hon. Alicia Jones Coleman

Plaintiff

Case No. 22377265

-v-

DANIEL GRANGER & ALL OCCUPANTS

Defendants

CONDITIONAL DISMISSAL ADDENDUM & ORDER

The parties, Plaintiff/Landlord and/or its agents, Laurence Wolf Properties, and Defendants/Tenants, Daniel Granger & all occupants, by and through their attorneys, agree to the following additional terms and conditions for the payment of Covid Emergency Relief Assistance (CERA) funds regarding the property located at 25 E. Palmer, Unit 58, Detroit, Michigan 48202 and it is so ordered:

1.) Of the total amount stated in the conditional dismissal, that being \$5655.00, Defendant/Tenant, through United Community Housing Coalition (UCHC), shall pay \$4524.00 to the Plaintiff/Landlord and \$1131.00 shall go to the 36th District Court escrow. Payment of \$4524.00 is to be made within 21 days of receipt of a signed consent for conditional dismissal order from the court.

2.) Plaintiff shall accept 3rd party payments for the payment of \$4524.00 and the escrow and its failure to cooperate shall constitute a waiver of the due date for payment set forth in paragraph 1. The Plaintiff and/or its agent shall not be paid until Case No. 22-056107-LT is dismissed in the 43rd District Court by the Plaintiff and/or its agent or Plaintiff's counsel. Any delay in dismissing Case No. 22-056107 shall extend the 21-day payment deadline in paragraph 1.

3.) Plaintiff agrees to accept payment by mail in accordance with paragraph 1.

4.) Failure to make payments above shall be grounds for an order of eviction. If a payment deadline is missed, Plaintiff's counsel agrees to notify defense counsel and give defense counsel an opportunity to rectify the situation before filing an order of eviction or notice of eviction.

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Re: Laurence Wolf Properties v. Granger

Case No. 22377265

5.) To be eligible for the escrow money, Plaintiff shall obtain a certificate of compliance (C of C) or compliance agreement from the City of Detroit, Building Safety Engineering and Environmental Department (BSEED) by October 22, 2022, or any of the following in lieu of the C of C:

- a. Obtaining or producing written verification of a currently approved HUD or MSHDA HQS inspection or similar other inspection approved by another governmental agency for this specific property.
- b. Expenditure of \$1131.00 to make repairs to bring the unit in compliance with C of C standards or to comply with the lease or rental agreement of the parties. Expenditures can be confirmed with receipts, invoices and an affidavit attesting to their validity. Expenditure of \$1131.00 does not relieve the Plaintiff from addressing or resolving any City of Detroit housing code violations or tickets issued by BSEED.

6.) Written verification provided by plaintiff to confirm that the October 22, 2022 compliance date was delayed due to two or more missed appointments by BSEED inspectors contracted by BSEED or by other delays in BSEED being able to process plaintiff's request for a C of C, shall be grounds for extending the compliance date by 3 months. Additional extensions may be granted as necessary for the reasons stated herein. Funds will remain in court escrow during this extension.

7.) Inspections for C of C or compliance agreement purposes do not need to be conducted by BSEED staff for structures of 1-2 units but may be conducted by agencies approved by BSEED.

8.) If plaintiff timely complies with paragraph 5 then funds held in the 36th District Court escrow shall be released by the plaintiff. If plaintiff does not timely comply with paragraph 5 then the funds held in the 36th District Court escrow shall be released to the defendant.

9.) If the Plaintiff fails or refuses to obtain a Certificate of Compliance or compliance agreement or spend the equivalent amount of money on repairs that is in escrow as set forth in paragraph 5, Plaintiff shall forfeit the \$1,131.00 held in

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Re: Laurence Wolf Properties v. Granger

Case No. 22377265

escrow and the Defendant shall not be responsible to pay the Plaintiff for the \$1,131.00 that the Plaintiff forfeited.

10.) Funds shall be released based upon the motion by either party with service on the other. Motion may be by stipulated motion. If the parties do not stipulate to the release of funds, then the court shall set a hearing within a reasonable time of the filing of either party's motion.

11.) Plaintiff shall provide at least 48 hours written notice for access to the premises to complete work necessary to obtain the C of C or compliance agreement or spend the equivalent amount of money on repairs that is in escrow set forth in paragraph 5. Written notice may be made by text or email and the Defendant shall confirm receipt of the text or email. The repairs do not have to be inside the Defendant's apartment/residence so long as the repairs benefit the defendant or potentially benefit the defendant. The repairs do not have to be inside the Defendant's apartment/residence so long as the repairs benefit the defendant or potentially benefit the defendant.

12.) Defendant shall not interfere with Plaintiff's obligation to make these repairs. Plaintiff agrees to make repairs at reasonable hours and to hire repair persons appropriate and licensed for whatever work requires licensing. The Defendant and Plaintiff shall schedule a date and time for the repairs that is conducive to their schedules. The defendant shall have the right to be present when the repairs are made so long as the defendant is available during business hours.

13.) Payment of \$4524.00 to Plaintiff and \$1,131.00 to court escrow shall constitute full satisfaction of all rent and costs owed to Plaintiff through July 31, 2022. However, if the Plaintiff forfeits the escrow of \$1,131.00 due to its failure or refusal to obtain a C of C or compliance agreement or spend the equivalent amount of money on repairs that is in escrow as set forth in paragraph 5, the payment of \$4524.00 shall constitute full satisfaction of all rent and costs owed to the Plaintiff through July 31, 2022.

14.) The Plaintiff shall not assess the Defendant late fees or other charges or costs related to the payment of rent while waiting to be paid CERA funding.

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Re: Laurence Wolf Properties v. Granger

Case No. 22377265

15.) Future repair issues or claims to offset future rent by defendants are also not subject to litigation in this case.

16.) Plaintiff shall not file a termination of tenancy case against Defendant without cause during the time period the Plaintiff is given to obtain the C of C, compliance agreement or to spend the equivalent amount of money on repairs that is in escrow or received future rent as set forth in paragraph 5.

17.) Future rent of \$2150.00 for two month's rent (at a fixed rate of \$1075.00 per month for August 2022 through September 2022) shall be paid by the UCHC directly to the plaintiff but failure to pay does not constitute a violation of this conditional dismissal and is subject to a separate action. **Defendants shall not begin making rent payments until October 1, 2022.**

18.) If this application is funded, as of the date that Plaintiff signs these documents, Plaintiff/Landlord and its agents, on its own behalf and on behalf of all successors in interest, forever waives, releases, and discharges the Defendant and all occupants from any claim for any rent arrears, late-fees, or other charges, accrued as of the date that Plaintiff's counsel signs this agreement, other than the agreed-to CERA payment, provided payment in full is issued to Plaintiff as per the terms of this agreement.

19.) Defendant states that there aren't any repairs at this time.

20) The terms of this agreement remain enforceable by the Court even after the case is conditionally dismissed.

21.) Plaintiff and/or its agent or Plaintiff's counsel shall submit an order of

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Re: Laurence Wolf Properties v. Granger

Case No. 22377265

dismissal to 43rd District Court, Hon. Joseph Longo regarding Case No. 22-056107-LT no later than July 29, 2022. Failure to do so shall void this agreement. Plaintiff's counsel shall provide a copy of the order of dismissal that was submitted to the Court to defense counsel no later than July 29, 2022. Upon the order being signed by the 43rd District Court Judge, Plaintiff's counsel shall provide defense counsel with a copy of that order no later than 3 days after the order was signed.

James A. Abbott P 26085
Attorney for Laurence Wolf Properties

/s/ Susan K. Rock 07/25/2022
Susan K. Rock P 34497/UCHC
Attorney for Daniel Granger

Date: _____ 2022

District Court Judge



Wolf Properties <larrywolfproperties@gmail.com>

Fwd: CERA # 249744

essage

Tabatha S Morris <tabmo64@gmail.com>

To: Wolf Properties <larrywolfproperties@gmail.com>

Tue, Feb 22, 2022 at 11:14 PM

Att: Dawn

----- Forwarded message -----

From: **Alyssa Petroni** <apetroni@milegalservices.org>

Date: Tue, Feb 22, 2022, 7:10 PM

Subject: Re: CERA # 249744

To: Tabatha S Morris <tabmo64@gmail.com>

Hi Ms. Morris,

Please find attached your CERA calculations and the draft conditional dismissal documentation. The conditional dismissal will do two things: dismiss the court case against you and detail the terms of the CERA payment.

As a summary of your CERA calculations:

1. Total arrears, through February 28, 2022, are \$9,070.00.
2. CERA will pay \$9,070.00 for rental arrears, \$400.00 for late fees and \$150.00 for court costs.
3. CERA will also pay 3 months of future rent at \$1050.00 per month, so your March 2022, April 2022 and May 2022 rent will be paid.

The draft conditional dismissal is comprised of two documents: SCAO CD and Conditional Dismissal Addendum. Both document drafts are attached to this email.

The SCAO CD details the amount due and the terms of the dismissal. The Conditional Dismissal Addendum lists the CERA program specifics.

In the Conditional Dismissal Addendum, you will find language regarding a partial withhold of the CERA payment due to your landlord not having a Certificate of Compliance (CoC) for your home.

The City of Detroit is mandating that, for full receipt of CERA funds for rental arrears, landlords must have a CoC. Your landlord does not have one for your home. Therefore, upon submission of a signed conditional dismissal to CERA, your landlord will receive 80% of the funding for the rental arrears (as well as the future rent) and 20% will be withheld in an escrow account at 36th District Court. Your landlord can access the 20% if: (1) your landlord obtains the CoC by May 31, 2022 or (2) your landlord spends an amount equivalent to the 20% on repairs to the home by May 31, 2022.

Know that these documents contain a lot of information. Please review and I can give you a call tomorrow or Thursday to review with you. I have also sent this documentation to the attorney for your landlord.

Thank you,

Alyssa Petroni
Attorney

Michigan Legal Services
27 Second Ave., Suite 313
Detroit, MI 48201
(313)725-4890
(313)964-1192 (fax)

EXHIBIT D

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LAURENCE WOLF, d/b/a
LAURENCE WOLF PROPERTIES,
individually, and on behalf of a class of
similarly-situated persons and entities,

Plaintiff,

-vs-

Case No. 2:23-cv-11645

Hon. Brandy R. McMillion
Mag. Kimberly G. Altman

CITY OF DETROIT,
a municipal corporation,

Defendant.

DECLARATION OF TERRI DANIELS

I, Terri Daniels, declare and state the following:

1. I make this declaration based upon my personal knowledge and from a review of the books and other records and documents of the City of Detroit presently or previously within my possession, control and custody.
2. From approximately May 2024 to the present, I have been employed as the Deputy CFO of the City of Detroit's Office of Development and Grants.

Prior to this, from approximately August 2020 to May 2024, I was employed by the City of Detroit's Office of Chief Financial Officer as Director of Grants.

3. Through my positions as Deputy CFO and Director of Grants, I have knowledge regarding the amount of funding the City of Detroit receives annually from the State of Michigan.

4. The State of Michigan typically provides significant funding to the City of Detroit each year, at times exceeding \$100 Million.

5. I have been advised that the State of Michigan developed a program to provide Covid Emergency Relief Assistance ("CERA") in 2021, and that the City of Detroit later but in that same year developed its own separately-funded CERA program. The City did not receive any CERA funding from the State of Michigan, but in 2020, the year preceding the City's development of its CERA Program, the City received \$149,719,368.00 in non-CERA funds from the State of Michigan. The City received \$134,432,674.00 in non-CERA funds from the State of Michigan in 2021.

6. I am competent to testify to the facts stated in this Declaration, and will do so if called to testify in this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2025.



Terri Daniels