

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

**JOSEPH VALENTI, Co-Chief
Negotiator for the Coalition of Unions of
the City of Detroit, by and on behalf of
the members of the unions within the Coalition,
REGINA SMITH, AND GEORGE MORGAN,
and MICHIGAN AFSCME COUNCIL 25, by
and on behalf of its members,**

Plaintiff,

Case No.:

v.

Hon.

**RICHARD SNYDER, in his official
capacity as Governor of the State of Michigan,
and ANDREW DILLON, in his official capacity as
State Treasurer of the State of Michigan,**

Defendant.

MILLER COHEN, P.L.C.
Richard G. Mack, Jr. (P58657)
Keith D. Flynn (P74192)
Attorneys for Plaintiffs
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Detroit, Michigan 48226
(313) 964-4454

**PLAINTIFFS' VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER
AND ORDER TO SHOW CAUSE AND OTHER INJUNCTIVE RELIEF**

There is another civil action, which is no longer pending, with near identical plaintiffs and near identical defendants, which involves interpretation of the same law, but does not involve the same transaction or occurrence as the instant action. That case is 2:11-cv-13582-GCS-MJH.

/s/ Richard G. Mack, Jr.

NOW COMES Plaintiffs **Michigan AFSCME Council 25, Joseph Valenti, Regina Smith, George Morgan and Michigan AFSCME Council 25**, by and through their counsel, **MILLER COHEN, PLC**, with this Complaint for Injunctive Relief against Defendants Richard Snyder and Andrew Dillon, and for their Complaint, Plaintiffs state as follows:

INTRODUCTION

1. The State has threatened the City that it would be placed into receivership and have an emergency manager appointed if it continued the collective bargaining process with the City unions. Thirty (30) City of Detroit unions have been bargaining with the City since December 9, 2011 as a Coalition (“Coalition”), and on February 1st they reached a tentative Agreement with the City, which involves tens of millions of dollars in concessions. (*Exhibit A*) There are roughly 5000 members in the Coalition. This TA was ratified by the unions on March 22, 2012. During a radio interview on WJR 760 AM on Friday, March 30, 2012, City of Detroit Council President Charles Pugh said that the Governor issued the City Council a “direct threat”: if the City Council ratified that TA for the Coalition, then the City would be placed in receivership and an emergency manager appointed. The City Administration and City Council have neglected to ratify the TA which the Unions have ratified. Thus, the state of Michigan is demanding that the City halt the Coalition’s bargaining process.

Governor Rick Snyder and State Treasurer Andy Dillon have previously proposed that the City make all of its approximately 9000 unionized employees work without enforceable union contracts, in order to avoid an emergency manager. They had insisted that the City’s unions give up their right to grieve or otherwise litigate the breach of their union contracts; City employees who are discharged or denied overtime pay lose the right to grieve under the union contract. (*Exhibit B*) After the media reported on this requirement of the State, for inclusion in

the Detroit-State of Michigan consent agreement, the state modified the proposal, but still leaving the specter of frustration of the right of City employees to collectively bargain. (*Exhibit C*) There are many other provisions which the state demands to see, which are either impossible to attain or Draconian.

If the State's threats take hold, the 30 unions in the Coalition which have negotiated tentative agreements over the past several months, must discard those contracts, and start over with benchmarks mandated by the State. The State's actions are a violation of the Due Process Clause of Fifth and Fourteenth Amendments to the United States Constitution as well as Article I, section 17 of the Michigan Constitution, in that the Coalition unions and their members have lost the right to collectively bargain, given the threats and interference of the State. The State's actions are also violations of the Contract Clauses of the US and Michigan Constitutions, in that the Coalition unions had a contract – albeit with a condition subsequent of the formality of ratification by the City Council – and the State's threats and interference is impairing the right of contract of the Plaintiffs. Plaintiffs also seek relief due to tortious interference of contract, and tortious interference of advantageous business relationship.

The urgency here is that the City Council is planning to vote on the Consent Agreement (incorrectly titled a Financial Stability Agreement) on Monday at 1:00 pm.

(*Exhibit D*) This Consent Agreement will likely provide the Annex D provisions that frustrate collective bargaining rights for the Coalition unions, and impair the contract which the Coalition ratified on March 22nd.

PARTIES

2. Plaintiff Joseph Valenti is the Co-Chief Negotiator for a Coalition of Unions in the City of Detroit, which includes Teamsters Local 214, the union of which Plaintiff Valenti is

the president. Plaintiff Valenti also resides within the Eastern District of Michigan. He brings this Complaint on behalf of the members of the Coalition.

3. Plaintiff Regina Smith is a member of AFSCME and a citizen of the City of Detroit.

4. Plaintiff George Morgan is a member of AFSCME and a citizen of the City of Detroit.

5. Plaintiff Michigan AFSCME Council 25 is a labor organization within the meaning of the Public Employment Relations Act, (hereinafter "PERA"), MCL §423.210(1) et seq. AFSCME has associational standing on behalf of its members as well as its own standing as party to its current collective bargaining agreement with the City of Detroit.

6. Defendant Richard D. Snyder is the Governor and the chief executive officer of the State of Michigan.

7. Defendant Andrew Dillon is the Treasurer of the State of Michigan.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this case as Plaintiffs is an "action[] arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331; 28 U.S.C. § 1343(3); and 28 U.S.C. § 2201 and 2202. Plaintiffs bring this action, pursuant to 42 U.S.C. § 1983, to remedy constitutional violations undertaken under color of state law.

9. For the state causes of action, supplemental jurisdiction is appropriate under 28 U.S.C. § 1367.

10. Venue is appropriate in the Eastern District of Michigan because the transactions, which are the subject of this complaint, all occurred in the Eastern District. 28 U.S.C. § 1391(b).

STATEMENT OF FACTS

11. In November 2011, the Mayor announced that the City was facing a cash shortage crisis. He pleaded with the City of Detroit's forty-eight (48) unions, which represent approximately 9000 employees, to renegotiate collective bargaining agreements.

12. Earlier that year, many of these unions had negotiated "concessionary contracts" – union contracts where the union membership agreed to significant reductions in pay. Since latter 2010 or early 2011 (for some unions even earlier), many of the unionized employees had begun taking a ten (10%) reduction in their pay, plus increases in healthcare costs, loss of fringe benefits and other benefit reductions. The changes in 2010 amounted to more than a total of 20% in overall reductions in pay, it has been estimated.

13. The City assumes that the average salary for these employees is roughly \$34,000. Thus, a 10% cut in pay amounted to earning just over \$30,000 for those hypothetical employees. As Dr. Dale Belman testified in a collective bargaining proceeding, a good portion of the AFSCME group (which has about 2700 members employed by the City) already make so little in pay that they qualify for public assistance – working full time. A 10% reduction in pay and fringe benefits and health care losses was too much for many of them to bear. Thus, in November 2011, when the Mayor came back to those same unions, and asked to "reopen" their contracts and agree to further cuts in pay and benefits, it was heart wrenching. Most of these unions had just finalized their concessionary contracts months earlier – some as soon as two months prior to the Mayor's announcement.

14. Nonetheless, on Saturday, December 10, 2011, most of the forty-eight City unions showed up at a negotiation session with the City, to begin to reopen their contracts and negotiate further concessions. Each of the forty-eight unions has its own collective bargaining agreement.

15. Thirty (30) of the unions formed a Coalition, where they agreed to negotiate their bargaining agreements together, and one document would represent the concessions each union was taking from their individual contracts. Over the next two months, the Coalition negotiated many times a week with the City. The Coalition unions are 30 non-public-safety unions.¹ Plaintiff Joseph Valenti is the co-chief negotiator for the Coalition.

16. The state of Michigan also watched the progress of the negotiations. On March 16, 2011, Michigan Governor Rick Snyder signed into law the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4 (“Public Act 4”), which enabled the state of Michigan to insert itself into the affairs of a local municipality or school district that the state officials deemed to be facing financial difficulty.

17. Under Public Act 4, the state would appoint a financial review team to review the financial picture of the entity, and make a declaration as to the fiscal health of that entity. Importantly, this appointed review team can negotiate what is referred to as a “consent agreement”, wherein the local government must agree to certain practices and meet certain benchmarks. If the government does not meet these benchmarks, then the state may place the local entity into receivership and appoint an emergency manager, to replace the elected leadership of the local entity.

18. On December 2, 2011, the state conducted a preliminary review of the City’s finances. On December 27, 2011, the governor appointed a financial review team, to assess the financial picture of the City of Detroit.

¹ In Michigan state labor law, public safety unions – police, fire fighter and emergency medical services – are treated separately with respect to collective bargaining. Civilian and public safety unions cannot negotiate together in the same bargaining unit. Further, when public safety unions reach an impasse in negotiations, an arbitrator is appointed to resolve the dispute and decide on the contract language. By contrast, in public non-safety union negotiations, when negotiations reaches impasse, a fact-finder makes non-binding recommendations on the appropriate language of the contract. Ultimately, with non-public safety unions, the employer may impose his last, best offer on the union, after fact finding.

19. As Plaintiffs understand it, the state insisted that Ernst & Young accounting firm be present at the negotiation table with the Coalition negotiations. Ernst & Young was indeed present at every session, at a total cost to the City of more than \$2 million.

20. The Coalition and the City reached a tentative agreement on February 1, 2012. (*Exhibit A*) Within that TA, the Coalition members will receive a 10% cut in base wages², saving the City an estimated \$21 million annually. The Coalition and City also agreed to significant changes in health care, including a new requirement that Coalition members pay (out of their pocket) 20% of the monthly premium for health care, plus many other increases in point of service costs. Altogether, the Coalition negotiated – City-wide – more than \$50 million in healthcare savings (shrinking the total costs of health care to the City by about 20%). The Coalition also agreed to changes in retirement costs, which amounted to about \$10 million in savings to the City.

21. The Coalition agreement also contained several committees where the union membership and management worked together, on a monthly basis. These committees were designed to cut costs and raise revenue.

22. In late January and February 2012, the public safety unions reached tentative agreements.³

23. In March 2012, the Coalition began to seek ratification of the tentative agreements among the membership of the thirty unions within the Coalition. On Thursday, March 22, 2012, the Coalition ratified their concessionary contract.

² Prior to that TA the Coalition members earned 10% less pay by working less than full time taking off furlough days and not being paid for those days. With this arrangement, well over 400 employees within the Coalition were not taking furlough days off, and many more employees were working overtime which almost made up the difference in their loss in pay. Thus, the cut to the base wages to the Coalition members served as a reduction for all employees equally, and therefore realizes much more in savings for the City.

³ The public safety unions did not take a wage cut, however reached concessions in different ways.

24. On Monday, March 26th, the City of Detroit Financial Review Team voted to approve a finding that the City of Detroit is in the state of “severe financial stress.” The Review Team also declared that the City did not have a consent agreement adopted. This language has significance under Public Act 4, MCL§ 141.1414a (Public Act 4), because the Review Team is responsible for negotiating a consent agreement with the City leadership. Within ten (10) days after the Review Team’s declaration, that there is financial stress and no consent agreement in place, the Governor shall make a finding on the financial condition of the City. Ultimately, the Governor must confirm or revoke the finding of the Review Team, and if confirmed, then the Governor must place the City in receivership and appoint an emergency manager. MCL§ 141.1515. As of now, the Governor has until April 5, 2012 to make his findings.

25. The Coalition, through its chief spokesperson Edward McNeil, began asking the City to ratify the Coalition TA, which had been ratified by the Coalition membership. Typically, in City of Detroit contract negotiations, the union ratification will be followed by the ratification of Detroit City Council. It is the practice of the City that once a contract is ratified by the union, it is deemed a contract. The City Council ratification is seen as a formality, and a condition subsequent. In practice, after union ratification, the parties often follow the contract as an enforceable contract, even before City Council ratification.

26. Following the announcement of the Coalition ratification of their TA, the Governor’s press secretary released a statement that the Governor was not happy with the terms of the Coalition TA. The Governor did not feel the concessions went far enough. On March 26th and March 27th, State Treasurer Andy Dillon and Governor Snyder made statements in the media that the Coalition TA concessions were good financially, but the agreements should permit work rule changes.

27. The City has thus far refused to have the Coalition TA placed before City Council for a ratification vote. On March 28, 2012, Mr. McNeil learned from Councilman Gary Brown, that the Treasurer and Governor did not want the Coalition TA voted upon by City Council. Specifically, the Treasurer delivered the message that the City Council should not ratify the TA.

28. Also, on March 30th, City Council President Charles Pugh announced during a radio interview that the state issued the City Council a direct threat: if the City Council ratified the Coalition agreement, then the City would be placed in receivership and have an emergency manager appointed.

29. On March 29, 2012, an article in the Detroit Free Press stated the following: “Snyder said Wednesday that there must be willingness on the part of city officials to allow the present contracts to lapse and reopen negotiations with unions, rather than approve the new agreements that were ratified earlier this month.” (*Exhibit E*)

30. On March 28, 2012, Plaintiff McNeil was informed by City officials that the State mandated certain provisions be included in the bargaining agreements. *Exhibit C* is the consent agreement with the attached Annex D, which Plaintiff McNeil was shown. If the City negotiates a consent agreement with the State, it is bound to follow Annex D. If the City fails to follow Annex D, the State may declare the City in breach of the consent agreement and appoint an emergency manager.

Annex D is alarming because of the union contract provisions it mandates. First, it begins by requiring that the Coalition union contract TA, which has now been ratified, be discarded and renegotiated. The Annex D requires that all union agreements follow the same “standard City template”. Due to the many varied contractual issues unique to each of the 48 unions, it is impossible to realize this benchmark. Thus, such a mandate will ensure the presence

of an emergency manager. There are other alarming provisions of Annex D. In *Exhibit B*, the first version of Annex D was kept confidential from the Plaintiffs and the public, but was only able to be captured by camera phone. Once this version was disclosed to the public, the second version (within *Exhibit C*) was released to the public.

31. As stated, the State Treasurer is insisting on these provisions be followed in order for the City of Detroit to avoid an emergency manager. More importantly, the State is forcing the City not to act on the currently-ratified contract, but forcing the City to renegotiate the terms.

32. The important aspect of the renegotiation of the Coalition agreement is the date June 30, 2012. That is the date most of the union bargaining agreements within the Coalition terminate. If the State forces the City to sign a Consent Agreement under Public Act 4, the Coalition Unions will no longer have the right to collective bargaining as of the date their contracts terminate. MCL§ 141.1514a. This is shown by the proposed Consent Agreement (inaccurately labeled as a Financial Stability Agreement), wherein the City may be thrown into receivership with the appointment of an emergency manager if it defaults the agreement. See *Exhibit C*.

33. The State is forcing the City to halt bargaining on the currently-ratified Coalition bargaining agreement, and wait until after June 30th to negotiate new bargaining agreements. Currently, the Coalition unions have the right to collective bargaining, but they would not under a Consent Agreement executed under Public Act 4. Thus, the State is stripping the Coalition unions of their collective bargaining rights. This is one example of why Public Act 4 is unconstitutional.

34. In addition, the Coalition unions currently have a ratified bargaining agreement – albeit the missing condition subsequent of City Council ratification. The State is forcing the City

to discard this contract and bargain a new contract, after June 30th – once the existing Coalition union agreements have expired (some agreements within the Coalition union have expired already). By doing so, the State is impairing the bargaining rights of the Coalition unions, as well as the rights under the ratified contract.

35. Plaintiffs challenge these provisions. First, the Treasurer's provisions come very late in the day, with only eight days left before the Governor must appoint an emergency manager. The Governor and Treasurer are now exploiting this short window of time, and the City's cash shortage, in order to break all of the City's unions.

36. Defendants insist on this unbridled power, under color of the Public Act 4. Defendants interpret the Act to provide for heavy-handed tactics. The State Treasurer and Governor are third parties, who are interfering with the negotiations between the City of Detroit and its labor unions. The City leadership is being forced to choose between the voting rights of its citizenry, and right of its workforce to have unions. The United States Constitution certainly prohibits such a Hobson's choice.

37. Defendants' insistence on the dramatic reductions of the wages, benefits and non-enforceability of the Coalition union contracts will severely and substantially impair the District's contractual obligations to its employees, in violation of the Contract Clause of the U.S. Constitution, Article I, Section 10. The reductions also will affect an unconstitutional taking of private property without just compensation in violation of the Fifth Amendment.

38. On behalf of the members of all 30 Coalition unions, and the Detroit citizenry, Plaintiffs seek temporary, preliminary and permanent injunctive relief, declaratory relief, and restitution. Without these remedies, the City's employees, who have faithfully served the City and its citizens – by negotiating concessions when they were not legally required to do so – will

be left remediless. In addition, the State is blocking savings offered to the City by the Coalition concessions, while offering no financial assistance of its own.

39. Plaintiffs and their members will suffer irreparable harm if there is no immediate injunction issued by this Honorable Court. The City of Detroit will feel compelled to execute a Consent Agreement with the State of Michigan, and therefore abrogate the existing ratified contract with the Coalition Unions. Further, the City will be forced to frustrate the collective bargaining rights of the Coalition unions and their membership. Once this occurs, the Coalition will have lost their contract and their right to bargain to the conclusion of a contract. After the June 30, 2012 expiration of many of the bargaining agreements, the Coalition membership will become near-at-will employees (save the Detroit civil service system and Michigan's black letter contract law) with no contractual right to continued wages and benefits. Thus, Plaintiffs petition the Court for an immediate injunction, and a show cause hearing.

COUNT I
VIOLATION OF CONTRACT CLAUSE

40. The allegations in the above paragraphs are re-alleged and incorporated herein by reference.

41. The Contract Clause of the United States and Michigan Constitution, Article 1, § 10, provides in pertinent part that: "No State shall . . . Pass any . . . Law impairing the Obligation of Contracts" and "'No bill of attainder, ex post facto law or law impairing the obligation of contract shall be enacted" respectively.

42. The agreement reached between Plaintiffs and the City of Detroit is a valid, enforceable contract under Article I, §10 of the US and Michigan Constitutions. Ratification by the City Council is only a matter of form, and is a condition subsequent.

43. Under the color of Local Government and School District Fiscal Accountability Act, PA 4 of 2011, MCL § 141.1501 *et seq.*, Defendants are threatening the Detroit City Council with the appointment of an emergency manager if they ratify the agreement already signed by the City's representatives and ratified by Plaintiffs' membership. This amounts to a substantial impairment. Effectively, Defendants are requiring that the currently-ratified agreement be discarded, and the negotiation of new agreements with new provisions. The refusal to do so would mean that the citizens of Detroit would lose their right to vote.

44. The impairment does not serve a legitimate public purpose such as remedying a general social or economic problem. Defendants have argued that the concessions made by Plaintiffs are not enough; yet, Annex D includes almost no cost-saving provisions, certainly none that can be quantified. Instead, Annex D amounts to an attempt by Defendants to destroy the municipal labor organization in violation of the Public Employment Relations Act in that public sector labor organizations are guaranteed the right to collectively bargain with their employers.

45. The means chosen to accomplish the Defendants' proffered purpose are unreasonable and unnecessary. Defendants are attempting to impose a contract on Plaintiffs and the City of the Detroit, to meet their "template"—a term left undefined in Annex D. Worse, the City is thrown into receivership if there is a violation of Annex D.

COUNT II
VIOLATION OF PLAINTIFF'S PROCEDURAL DUE PROCESS RIGHTS

46. The allegations in paragraphs 1 through 51 are re-alleged and incorporated herein by reference.

47. The Due Process Clause of the U.S. Constitution guarantees that an individual will not be deprived of life, liberty, or property without due process of law. US CONST amend V.

Furthermore, under the Fourteenth Amendment, no one may be “deprived of life, liberty or property without due process of law” by any State. US CONST amend. XIV, § 1.

48. Similarly, the Michigan Constitution ensures that :

No person shall be compelled in any criminal case to be a witness against himself, *nor be deprived of life, liberty or property, without due process of law*. The right of all individuals, firms, corporations and voluntary associations to fair and just treatment in the course of legislative and executive investigations and hearings shall not be infringed.

Mich Const (1963), art I, §17 (emphasis added). These constitutions have been interpreted to provided certain procedural and substantive rights.

49. Under the Public Employment Relations Act (PERA), Plaintiffs have a protected right to bargain over wages, hours, and terms and conditions of employment. MCL§ 423.215(1).

50. The duty to bargain is defined by PERA to mean:

“To bargain collectively is to perform the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or to negotiate an agreement, or any question arising under the agreement, and to execute a written contract, ordinance, or resolution incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or make a concession.”

MCL§ 423.215(1).

51. Plaintiffs’ right to bargain is threatened by the Defendants’ enforceable ultimatum. Specifically, the consent agreement calls for the elimination of Plaintiffs’ right to bargain thirty days after execution of the consent agreement. (*Exhibit C*, Section 4.4, pg. 29) In the alternative, the Governor has threatened to appoint an emergency manager, which would effectively have the same effect on Plaintiffs’ bargaining rights.

52. Plaintiffs were not provided notice and an opportunity to be heard prior to their right to bargain being taken away. In fact, none of the meetings between the Governor, Treasurer and the Financial Review Team have even been open to the public. In fact, the first version of Annex D was a confidential document that Mr. McNeil could only attain camera phone pictures.

53. Consequently, Defendants have violated Plaintiffs' procedural due process rights. The rights enjoyed by Plaintiff Joseph Valenti and the Coalition of Unions, to collectively bargain, is being stripped away by the Governor.

COUNT III
TORTIOUS INTERFERENCE WITH CONTRACT AND AN
ADVANTAGEOUS BUSINESS RELATIONSHIP

54. The allegations in paragraphs 1 through 44 are re-alleged and incorporated herein by reference.

55. Plaintiffs have maintained an advantageous business relationship with the City of Detroit for over thirty years.

56. Generally, a tentative agreement ratified by union membership is considered by the City of Detroit and its labor organizations to be a contract.

57. It is generally acknowledged that Defendants possessed knowledge of this relationship as the Detroit negotiations have been well published. Specifically, Defendants have indicated their knowledge in public comments made and the distribution of Annex D to City Council members.

58. Defendants intentionally interfered with Plaintiffs' contract relationship and actually requested that the City of Detroit refuse to adhere to the signed agreement. (See also *Exhibits B and C*)

59. This intentional interference was wrongful because both the Governor and the Treasurer had insisted from the very beginning that they would not take over the City of Detroit if Plaintiffs were able to negotiate an agreement with significant cost-savings. The Plaintiffs have succeeded in this task. Now, Defendants are requiring the City Council to not ratify the agreement reached and signed by City representatives in order to include provisions from Annex D. Yet, Annex D includes almost no provisions relating to cost savings. Instead, Annex D amounts to blatant interference with the contractual rights of Plaintiffs, and their members.

60. Defendants tortious interference has resulted in damage to Plaintiffs' relationship and expectancy. Under Annex D, Plaintiffs' right to file a grievance to enforce the provisions of the agreement reached with the City of Detroit or imposed by the State would be frustrated. Further, Annex D requires a "new" contract, basically starting the parties over from the very beginning regardless of the pre-existing agreement reached by Plaintiffs and the City of Detroit. Therefore, any contractual rights under Annex D are illusory and all of Plaintiffs' legitimate expectations have been damaged.

REQUEST FOR RELIEF

WHEREFORE, on behalf of themselves and their members, Plaintiffs respectfully request that the Court:

A. Declare that Defendants are impairing the contractual rights of the Plaintiffs and their covered members in violation of the Contract Clause of the U.S. Constitution, as set forth in this Complaint, violating their right to due process of law, and tortiously interfering with Plaintiffs' contract and advantageous business relationship, as set forth in this Complaint;

B. Enter a temporary restraining order, preliminary injunction and permanent injunction enjoining Defendants, and all persons and entities acting in concert with them, from

taking any actions to oppose or frustrate the City of Detroit's recognition and ratification of the Coalition-ratified contract or encourage rejection of said contract, until further order of this Court;

C. Enter a temporary restraining order, preliminary injunction and permanent injunction enjoining Defendants from executing, or seeking execution of a Consent Agreement, Financial Stability Agreement, or any similar agreement which compromises, frustrates or in any way negatively impacts any provision of the Coalition agreement ratified on March 22, 2012, until further order of this Court;

D. Maintain the status quo ante, including enjoining the appointment of an emergency manager, until further order of this Court;

E. Award Plaintiffs the attorneys' fees, costs, and other expenses they have incurred in bringing this suit to enforce their rights.

Respectfully submitted,

MILLER COHEN PLC

By: /s/Richard G. Mack
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Date: March 30, 2012

AFFIDAVIT OF EDWARD MCNEIL

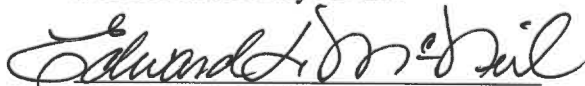
County of Wayne)
) SS
State of Michigan)

I, Edward McNeil, being first duly sworn and affirmed upon my oath, hereby state as follows. The below are comments given in truth, to the best of my ability, and if called to testify I would be competent to testify as to such:

1. I am the Chief negotiator for the Coalition of City of Detroit unions, during the December 2011 through March 2012 negotiation process with the City of Detroit.


2. I have reviewed the attached Complaint. The factual statements contained therein are true and accurate to the best of my ability, except as those matters stated on information and belief.

Further affiant sayeth not.


Edward McNeil

Subscribed and sworn to before me

On this 30th day of March, 2012


NOTARY PUBLIC
My Commission Expires: 5-14-2013

CASSIE M. POE
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 14, 2013
ACTING IN COUNTY OF Wayne