STATE OF MICHIGAN

COURT OF CLAIMS

CITY OF DETROIT POLICE & FIRE RETIREE HEALTH CARE TRUST, CITY OF DETROIT GENERAL RETIREE HEALTH CARE TRUST, and RETIRED DETROIT POLICE AND FIRE FIGHTERS ASSOCIATION,

Plaintiffs,

v

Case No. 24-000097-MM

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY, DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, STATE BUDGET OFFICE, and DEPARTMENT OF TREASURY,

Hon. Christopher P. Yates

Defendants.
_____/

OPINION AND ORDER GRANTING SUMMARY DISPOSITION TO DEFENDANTS

Whenever our Legislature puts $10,000,000 in play by appropriating that amount of money to an executive-branch agency to award as a grant, it attracts competition that can seem unseemly. Here, to ameliorate some of the fallout from the bankruptcy of the city of Detroit, our Legislature appropriated $10 million to Defendant Department of Labor and Economic Opportunity (DLEO) for a grant "to a voluntary employee's beneficiary association" (VEBA) "formed during the city's bankruptcy" to provide "funding for benefits that were reduced because of the city's bankruptcy." Plaintiffs City of Detroit Police and Fire Retiree Health Care Trust (Detroit Police and Fire VEBA) and City of Detroit General Retiree Health Care Trust (Detroit General VEBA) accuse DLEO of violating due process, equal protection, and separation of powers by refusing to award them the grant money and awarding the grant instead to the Coalition of Detroit Public Safety Unions Trust

(Union VEBA). Because this Court determines that the Union VEBA was the one and only VEBA eligible to receive the grant funds, the Court shall award summary disposition to defendants on all the remaining claims.

I. FACTUAL BACKGROUND

When the city of Detroit filed for protection under Chapter 9 of the U.S. Bankruptcy Code in July 2013, city retirees who received healthcare benefits from the city were treated as creditors. Healthcare benefits for retired police officers, retired firefighters, and other retired city employees were cut as part of the bargain to save the Detroit Institute of Arts from being liquidated to pay the creditors of the city. The city agreed, as part of that bargain, to form VEBAs to manage the existing retirees' future healthcare benefits.

Plaintiffs Detroit Police and Fire VEBA and Detroit General VEBA were both formed prior to November 12, 2014, the date on which the bankruptcy court confirmed the amended plan for adjustment of the city's debts, effective December 10, 2014. Several years later, the Union VEBA was formed as part of collective bargaining processes that involved the city, the Detroit Firefighters Association, the Detroit Police Officers Association, the Detroit Police Lieutenants and Sergeants Association, and the Detroit Command Officers Association.

In August 2023, the Legislature enacted the omnibus budget for the upcoming fiscal year. See 2023 PA 119. Significantly, Article 9, part 1, § 113, included a one-time appropriation in the amount of $91,100,000 to DLEO for healthcare grants, subject to the management and budget act, "MCL 18.1101 to 18.1594." See Article 9, part 2, § 202. Also, Article 9, part 2, § 1010(8), of that budget included the following requirement imposed on DLEO:

> From the funds appropriated in part 1 for healthcare grants, $10,000,000.00 must be awarded to a voluntary employee's beneficiary association located in a city with a population greater than 600,000 according to the most recent federal decennial census that was formed during the city's bankruptcy. The funds shall be used to provide association members funding for benefits that were reduced because of the city's bankruptcy.

That $10 million appropriation was one of many appropriations in 2023 PA 119 meant for a single recipient and subject to statutory and procedural requirements, including (1) "the grant program or project is for a public purpose" and (2) "the department shall follow procurement statutes of this state, including any bidding requirements, unless it can fully validate, through information detailed in this part or public supporting documents, both of the following: (a) The specific organization or unit of local government that will receive or administer the funds[;] and (b) How the funds will be administered and expended." See Article 9, part 2, § 308(1). Further, our Legislature instructed departments to develop "a standard application process" that includes "sponsorship information." See Article 9, part 2, § 308(2)(a). With respect to sponsorship, Article 9, part 2, § 308(3), required that the sponsor must "be a legislator or the department." "A legislative sponsor shall be identified through a letter submitted by that legislator's office to the department and the state budget director listing the grant recipient, the intended amount of the grant," and other specific information. See Article 9, part 2, § 308(3). "If a legislative sponsor is not identified before January 15, 2024," then DLEO must either "[i]dentify [itself] as the sponsor" or "[d]ecline to execute the grant agreement." Article 9, part 2, § 308(3)(a), (b). Accordingly, identification of a legislative sponsor was a crucial part of the process of awarding the $10 million grant.

To conform to the requirements of Article 9, part 2, § 308, Defendant State Budget Office (SBO) developed a grant process to comply with the mandate of a "standard application process." A packet was provided to legislative offices that summarized the "special grant process," including

sponsorship requirements. Packets were sent to the legislative offices on September 7, 2023, along with a template sponsorship letter and a budget form.

On September 25, 2023, Plaintiff Detroit Police and Fire VEBA submitted a letter claiming eligibility to "pursue its pro rata share of the appropriate funds pursuant to the 'standard application process' developed by the Department in accordance with § 308." The next day, Plaintiff Detroit General VEBA submitted a nearly identical letter. Neither identified a sponsor, and both requested "additional information" about the application process.

Representative Tyrone Carter submitted a special grant application to SBO and DLEO on November 1, 2023, identifying the Union VEBA as the grant recipient and containing all required information. On January 15, 2024, DLEO's director of Legislative Affairs sent e-mails to contacts at the House and Senate about § 1010(8), stating that both of the plaintiff VEBAs had sent a letter to DLEO "detailing how to receive a portion of the $10,000,000 Healthcare grant appropriated in Sec. 1010(8) of PA 19 of 2023." But the e-mail from DLEO's director of Legislative Affairs also noted that "the application submitted to SBO from Speaker Tate and Representative Carter has the [Union VEBA] listed as a grant recipient," not plaintiffs' VEBAs. She asked for confirmation that the Union VEBA was the intended recipient "and no other entity" was to receive the grant funds. House Senior Budget Advisor Joseph Fedewa replied: "We confirmed with both Rep. Carter and the Speaker that the intended recipient was indeed" the Union VEBA and "the $10m was entirely intended for the [Union VEBA]." After DLEO received that confirmation, DLEO executed a grant agreement with the Union VEBA on January 26, 2024, and subsequently transferred $10 million to the Union VEBA on approximately February 13, 2024.

In May 2024, long after the grant had been awarded and the funds distributed to the Union VEBA, plaintiffs submitted written applications for the grant funds. Thereafter, on July 9, 2024, plaintiffs filed a seven-count complaint initiating this action against Defendants DLEO, SBO, the Department of Technology, Management, and Budget (DTMB), and the Department of Treasury.[1] Count 1 alleges that DLEO, DTMB, and SBO deprived plaintiffs of their "property interest in the Section 1010(8) funds" without due process of law. Specifically, plaintiffs assert that "Article 9, Part 2, Section 308(3), of the Appropriations Act gives [DLEO] arbitrary authority to withhold an otherwise mandatory grant if a qualified applicant cannot or does not obtain a legislative sponsor by a statutory deadline, while at the same time mandating the award of such a grant if a qualified applicant secures a legislative sponsor." In addition, plaintiffs note that "[t]he Appropriations Act lacks any mechanism by which an aggrieved claimant of grant funds can challenge an erroneous decision[,]" leaving "no state remedies available to compensate the plaintiffs for their loss."

Count 2 alleges that DLEO denied plaintiffs equal protection of law by requiring the grant applicants to have "legislative sponsors." As plaintiffs put it, the "division of otherwise similarly situated applicants" into two groups – "those with legislative sponsors and those without legislative sponsors" – "is arbitrary and wholly unrelated in any rational way to the objective of the statute[,]" which was enacted "to provide association members funds for benefits that were reduced because of the [Detroit] bankruptcy." See 2023 PA 119, art 9, part 2, § 1010(8).

[1] Plaintiffs voluntarily dismissed Defendant Department of Treasury from the case on October 16, 2024. Because Counts 5, 6, and 7 of the complaint named only that defendant, the Court need not address the claims in those counts.

Count 3 requests a declaratory judgment against defendants dictating that the requirement of a legislative sponsor contravenes the Due Process Clause, the Equal Protection Clause, and the separation of powers mandate of the Constitution of 1963. Plaintiffs claim they "have a significant, concrete interest in the outcome of this claim" because they are "the only eligible recipients of the Section 1010(8) funds," and so they "have an interest in participating in the statutorily mandated standard application process under Article 9, Part 2 of the Appropriations Act."

Count 4 requests a writ of mandamus because DLEO, DTMB, and SBO "have a clear legal duty to create a standard grant application process for eligible applicants as required under Article 9, Part 2, Section 308, of the Appropriations Act and the procurement statutes" of Michigan. As a result of that clear legal duty, plaintiffs urge the Court to issue a writ of mandamus that compels all the defendants "to perform clear ministerial duties, to wit: follow the procurement statutes and the procurement policy manual issued thereunder, to create a standard application grant, to accept and process the plaintiffs' applications for the grant, and to award the grant as provided by statute."

Defendants responded to plaintiffs' complaint by moving for summary disposition of each count under MCR 2.116(C)(8) and (10). Characterizing the Union VEBA as the only eligible grant applicant, defendants dispute plaintiffs' standing to sue and contest the viability of each and every claim pleaded by plaintiffs. Underlying defendants' motion is the assumption that the requirement of a legislative sponsor for a grant application is constitutionally and statutorily permissible. But plaintiffs contend that the legislative sponsor requirement flouts constitutional guarantees and does violence to the separation of powers mandated by the Constitution of 1963. Therefore, the Court must resolve a debate about core constitutional principles to decide defendants' motion.

II. LEGAL ANALYSIS

Defendants have moved for summary disposition under MCR 2.116(C)(8) and (10), so the Court must consider both rules. "A motion under MCR 2.116(C)(8) tests the *legal sufficiency* of a claim." *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159, 934 NW2d 665 (2019). When considering a motion under MCR 2.116(C)(8), the Court must accept all factual allegations in the complaint as true and decide the motion "on the pleadings alone." *Id.* at 160. Such a motion may only be granted if "a claim is so clearly unenforceable that no factual development could possibly justify recovery." *Id.* In contrast, a motion under MCR 2.116(C)(10) "tests the *factual sufficiency* of a claim." *Id.* When addressing such a motion, the Court "must consider all evidence submitted by the parties in the light most favorable to the party opposing the motion." *Id.* "A motion under MCR 2.116(C)(10) may only be granted when there is no genuine issue of material fact." *Id.* "A genuine issue of materials fact exists when the record leaves open an issue upon which reasonable minds might differ." *Id.* (quotation marks and citation omitted). Significantly, however, a motion under MCR 2.116(C)(10) "is generally premature if discovery has not been completed unless there is no fair likelihood that further discovery will yield support for the non-moving party's position." *Liparoto Constr, Inc v Gen Shale Brick*, 284 Mich App 25, 33-34; 772 NW2d 801 (2009).

Plaintiffs accuse defendants of failing to distinguish between MCR 2.116(C)(8) and MCR 2.116(C)(10) in their endeavor to obtain summary disposition before discovery has occurred. The Court concludes that defendants have chosen to rely on MCR 2.116(C)(10) to seek relief on their threshold argument challenging plaintiffs' standing, but defendants have confined themselves to a request for relief under MCR 2.116(C)(8) in contesting the viability of plaintiffs' four claims. As a result, the Court will apply the appropriate standards in addressing the threshold issue of standing and defendants' challenge to the merits of plaintiffs' claims.

A. STANDING

Defendants contend that plaintiffs lack standing to pursue this action because they did not meet the requirements to receive the grant that DLEO awarded to the Union VEBA. Michigan's standing doctrine instructs courts to assess whether a litigant's interest in an issue is sufficient to ensure sincere and vigorous advocacy. *Lansing Sch Ed Ass'n v Lansing Bd of Ed*, 487 Mich 349, 355; 792 NW2d 686 (2010) (*LSEA*). A litigant may establish standing in any of three ways. First, a litigant "has standing whenever there is a legal cause of action." *Id.* at 372. Second, if "a litigant meets the requirements of MCR 2.605, it is sufficient to establish standing to seek a declaratory judgment." *Id.* Third, a litigant may have standing "if the litigant has a special injury or right, or substantial interest, that will be detrimentally affected in a manner different from the citizenry at large . . . ." *Id.* Here, the Court concludes that plaintiffs arguably satisfy the second option because they have a plausible basis to seek declaratory relief under MCR 2.605, *Barrow v Detroit Election Comm*, 305 Mich App 649, 662; 854 NW2d 489 (2014) ("The purpose of a declaratory judgment is to definitively declare the parties' rights and duties, to guide their future conduct and relations, and to preserve their legal rights."), and plaintiffs satisfy the third option because they manifestly have a "substantial interest" in proper enforcement of the grant process prescribed in 2023 PA 119 "that will be detrimentally affected in a manner different from the citizenry at large" if 2023 PA 119 is not properly enforced. *LSEA*, 487 Mich at 373. Accordingly, the Court rejects defendants' argument that plaintiffs lack standing to pursue this action.

B. THE MERITS OF PLAINTIFFS' CLAIMS

Turning to the merits of plaintiffs' four remaining claims, the Court simply must consider whether each claim "is so clearly unenforceable that no factual development could possibly justify recovery." *El-Khalil*, 504 Mich at 160. Then, if the Court deems any claim subject to summary

disposition under that deferential standard, the Court must next decide whether amendment of the claim would be "futile," thereby depriving plaintiffs of the right to amend ordinarily conferred by MCR 2.116(I)(5). *Ormsby v Capital Welding, Inc*, 471 Mich 45, 53; 684 NW2d 320 (2004). The Court will take up the viability of plaintiffs' four remaining claims *seriatim*.

1. DUE PROCESS

Plaintiffs' due process claim in Count 1 does not indicate whether it rests on the theory of procedural due process or substantive due process, see *Bonner v Brighton*, 495 Mich 209, 226; 848 NW2d 380 (2014) (noting that "the Due Process Clause offers two separate types of protections – substantive and procedural"), but references to its "property interest in the Section 1010(8) funds" strongly suggest that plaintiffs' claim is based on an alleged violation of procedural due process.[2] Indeed, our Court of Appeals has explained that procedural due process is dependent on "a property interest," so "no process at all is required" before a deprivation occurs "if the aggrieved party lacks an enforceable property interest." *Cary Investments, LLC v Mount Pleasant*, 342 Mich App 304, 315; 994 NW2d 802 (2022). The Court of Appeals has made clear that "a first-time applicant for a license is not even entitled to minimal due process" because, unlike the holder of a license who is seeking renewal, "a new applicant for a license has no property interest in any license to support a claim for deprivation of procedural due process." *Id.* at 316. A first-time grant applicant likewise has no property interest in the grant to support a procedural due process claim.

[2] To state a substantive due process claim against the government, "the governmental conduct must be so arbitrary and capricious as to shock the conscience." *Mettler Walloon, LLC v Melrose Twp*, 281 Mich App 184, 198; 761 NW2d 293 (2008). Because nothing alleged in plaintiffs' complaint rises to that level, plaintiffs have no viable substantive due process claim. See *Cary Investments, LLC v Mount Pleasant*, 342 Mich App 304, 315; 994 NW2d 802 (2022) ("Refusal to issue a permit is not the sort of [governmental] action that constitutes a violation of substantive due process.").

To be sure, "even though the first-time applicant has no right to procedural due process," courts will review the denial decision, but that review is "extremely narrow." *Wong v Riverview*, 126 Mich App 589, 593; 337 NW2d 589 (1983). "It is limited only to whether or not the [deciding body] has acted arbitrarily and capriciously." *Id.* Nothing in plaintiffs' complaint establishes that an arbitrary or capricious act led DLEO to award the grant of Section 1010(8) funds to the Union VEBA, and not to plaintiffs. Instead, the allegations in the complaint blame DLEO for following to a T the legislative sponsor requirement prescribed by Article 9, part 2, § 308(3) of 2023 PA 119, which served as the basis for DLEO's decision to award the grant to the Union VEBA. Although plaintiffs may have a gripe with the legislative sponsor requirement, they have no property interest in the grant funds nor any basis to accuse DLEO of acting arbitrarily or capriciously, so plaintiffs' due process claim cannot survive defendants' request for summary disposition. Hence, the Court not only grants defendants summary disposition of plaintiffs' due process claim, but also finds that any attempt by plaintiffs to amend that claim would be futile.

2. EQUAL PROTECTION

Plaintiffs' claim in Count 2 of an equal protection violation focuses on the requirement of a legislative sponsor set forth in Article 9, part 2, § 308(3) of 2023 PA 119. According to plaintiffs, our Legislature's choice to favor grant applicants with legislative sponsors draws a constitutionally improper distinction between applicants with legislative support and applicants lacking legislators willing to vouch for them. "When reviewing the validity of state legislation or other official action that is challenged as denying equal protection, the threshold inquiry is whether plaintiff was treated differently from a similarly situated entity." *Shepherd Montessori Ctr Milan v Ann Arbor Charter Twp*, 486 Mich 311, 318; 783 NW2d 695 (2010). "The general rule is that legislation that treats similarly situated groups disparately is presumed valid and will be sustained if it passes the rational

basis standard of review: that is, the classification drawn by the legislation is rationally related to a legitimate state interest." *Id.* at 318-319. "Under this deferential standard, the burden of showing a statute to be unconstitutional is on the challenging party, *not* on the party defending the statute." *Id.* at 319 (quotation marks, citation, and brackets omitted). Plaintiffs' equal protection claim fails for two separate reasons.

First, plaintiffs presume that they and the Union VEBA are similarly situated, but the Court finds that they are not so situated. According to Article 9, part 2, § 308(3)(a) and (b) of 2023 PA 119, "[i]f a legislative sponsor is not identified before January 15, 2024, the department must do 1 of the following: (a) [i]dentify the department as the sponsor [or] (2) [d]ecline to execute the grant agreement." The Union VEBA's grant application was submitted on November 1, 2023, i.e., well before the effective deadline of January 15, 2024, whereas plaintiffs' applications were submitted in May 2024, long after the effective deadline of January 15, 2024, as well as the January 26, 2024, date when DLEO executed the grant agreement with the Union VEBA and the February 13, 2024, date when DLEO disbursed the $10 million in funds to the Union VEBA. Simply stated, plaintiffs filed their grant applications so late that any award in their favor would have compelled DLEO to claw back disbursed funds from the Union VEBA to make an award to plaintiffs. Thus, plaintiffs and the Union VEBA were not even competing grant applicants, much less similarly situated grant applicants.

Second, the requirement of a legislative sponsor satisfies the rational-basis test that governs plaintiffs' equal protection claim. Requiring a legislative sponsor who can describe the applicant's qualification for, and proposed use of, the funds flowing from the grant promotes compliance with our Legislature's intent and saves DLEO the time and effort necessary to confirm that information. Accordingly, the involvement of a legislative sponsor both simplifies and accelerates the process

of awarding the grant. Moreover, because Article 9, part 2, § 308(3)(a) of 2023 PA 119 permitted DLEO to act as the sponsor in lieu of a legislative sponsor, plaintiffs' lack of a legislative sponsor did not present an insuperable barrier to their grant applications. Consequently, plaintiffs cannot state a viable claim for a deprivation of equal protection, so the Court grants defendants summary disposition of plaintiffs' equal protection claim under MCR 2.116(C)(8) and denies plaintiffs leave to amend that claim because any amendment would be "futile." See *Ormsby*, 471 Mich at 53.

3. SEPARATION OF POWERS

In Count 3, plaintiffs seek a declaration that the involvement of legislative sponsors in the process of awarding the grant "violates the separation of powers, due process, and equal protection of the law." The Court has already addressed the due process and equal protection theories, so the Court must focus on the separation of powers argument. Plaintiffs note that "Article 3, Section 2, of the Constitution of 1963 provides that '[n]o person exercising the powers of one branch shall exercise powers properly belonging to another branch except as expressly provided in th[e] [state] constitution.'" Under that Constitution, "the appropriative power . . . resides in the Legislature[,]" *Mich Coalition of State Employee Unions v State of Michigan*, 498 Mich 312, 330; 870 NW2d 275 (2015), which usually "may place conditions on the receipt of appropriations." *Kalamazoo v Dep't of Corrections (After Remand)*, 229 Mich App 132, 139; 580 NW2d 475 (1998). In this case, our Legislature appropriated $10 million to an executive-branch agency – DLEO – to award as a grant to a VEBA. In terms of separation of powers, so far, so good. But our Legislature made clear that the process of awarding the grant would involve legislative sponsors, see Article 9, part 2, § 308(3) of 2023 PA 119, and plaintiffs characterize that as a violation of the separation of powers.

Allowing legislative sponsors to perform the leg work to identify qualifying applicants for the grant neither imposed an unconstitutional condition invading the executive authority of DLEO

nor cloaked any legislator with executive power. DLEO retained the ability to serve as the sponsor for an applicant under Article 9, part 2, § 308(3)(a), DLEO executed the grant agreement with the Union VEBA, and DLEO disbursed the $10 million in grant funds. The Court recognizes that the one and only VEBA with a legislative sponsor received the grant, but neither plaintiff submitted a timely grant application for DLEO to consider sponsoring. Thus, our constitution was not violated by the process that unfolded and ultimately resulted in a grant award to the Union VEBA.

But even if the Court is incorrect in that conclusion, the Court's analytical error affords no succor to plaintiffs. If the process of awarding the grant was constitutionally infirm, plaintiffs have no more right to the $10 million in funding than the Union VEBA does. Simply put, this case does not present a zero-sum game in which plaintiffs' successful effort to disqualify the Union VEBA dictates that the Legislature must appropriate an additional $10 million to plaintiffs or DLEO must claw back the $10 million it disbursed to the Union VEBA. If the legislatively prescribed process for awarding the grant was constitutionally defective from its inception, then no VEBA is entitled to lay claim to the $10 million that our Legislature appropriated in Article 9, part 2, § 1010(8) of 2023 PA 119.[3] Thus, the Court shall grant summary disposition to defendants because plaintiffs' claim in Count 3 would require the payment of $10 million to plaintiffs, notwithstanding the facts that our Legislature already appropriated $10 million to DLEO, which in turn disbursed that money to the Union VEBA under a provision that plaintiffs characterize as unconstitutional.

[3] In an amicus curiae brief, the Mackinac Center Legal Foundation makes a strong argument that the grant award at issue constitutes a special or local act that did not garner sufficient support from our Legislature to pass constitutional muster. Remarkably, plaintiffs filed a supplemental response to the amicus brief asserting that the grant-fund appropriation is constitutional if, but only if, they are deemed VEBAs qualified to receive that grant funding.

4. MANDAMUS

Finally, in Count 4, plaintiffs request a writ of mandamus directing defendants "to accept and process the plaintiffs' applications for the grant, and to award the grant as provided by statute." The Court has no justification to do so. "A writ of mandamus is an extraordinary remedy that will only be issued if (1) the party seeking the writ has a clear legal right to the performance of the duty sought to be compelled, (2) the defendant has a clear legal duty to perform the act requested, (3) the act is ministerial, that is, it does not involve discretion or judgment, and (4) no other legal or equitable remedy exists that might achieve the same result." *Southfield Ed Ass'n v Bd of Ed of the Southfield Pub Sch*, 320 Mich App 353, 378; 909 NW2d 1 (2017) (quotation marks omitted). Here, DLEO acted in accordance with the directives in Article 9, part 2, § 308 of 2023 PA 119 when it awarded the grant to the Union VEBA. Thus, plaintiffs have no clear legal right to the actions that they demand of defendants, and defendants have no clear legal duty to do what plaintiffs demand. Indeed, plaintiffs' first three counts in their complaint fault defendants for following the directives from our Legislature that defendants characterize as unconstitutional. Plaintiffs cannot pivot from those arguments to a demand in Count 4 for a writ of mandamus that directs defendants to perform duties inconsistent with the clear instructions from our Legislature. If plaintiffs have a viable claim, it must be something other than a demand for a writ of mandamus. Their own arguments faulting defendants for acting as they did completely undermine plaintiffs' request for a writ of mandamus. Therefore, defendants are granted summary disposition of Count 4, and plaintiffs are denied leave to amend that claim because any amendment would be futile. See *Ormsby*, 471 Mich at 53.

III. CONCLUSION

For the reasons stated in this opinion, defendants are awarded summary disposition of each of the four remaining claims in plaintiffs' complaint. Further, plaintiffs are denied leave to amend

each of those remaining claims because any attempt to state viable claims that replace the existing claims would be futile.

IT IS SO ORDERED.

This is a final order that resolves the last pending claim and closes the case.[4]

Date: April 22, 2026

Hon. Christopher P. Yates (P41017)
Judge, Court of Claims



[4] Because of the Court's resolution of the case by an award of summary disposition of all remaining claims, the Court need not address defendants' 11/03/2025 motion to stay discovery or plaintiffs' unopposed motion for a status conference.