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1 THE CLERK: All rise. Court is in session. You
2 may be seated. Calling Case 14-4732, Lyda, et al., versus
3 City of Detroit, Michigan.

4 THE COURT: Good morning. Counsel, please place
5 your appearances on the record.

6 MS. JENNINGS: Alice Jennings on behalf of the
7 plaintiffs, your Honor.

8 MR. SWANSON: Good morning, your Honor. Marc
9 Swanson from Miller Canfield along with my colleague Soni
10 Mithani and Tom O'Brien.

11 MS. KAMINSKI: Good morning, your Honor. Shanna
12 Kaminski on behalf of the City of Detroit Water and Sewerage
13 Department.

14 MR. WOLFSON: Good morning, your Honor. William
15 Wolfson, chief administrative officer, chief compliance
16 officer, and general counsel, DWSD.

17 MR. THORNBLADH: Your Honor, two more appearances
18 for the plaintiff. Kurt Thornbladh on behalf -- can you hear
19 me -- on behalf of the plaintiffs, and also Marilyn Mullane
20 is beside me on behalf of the plaintiffs.

21 THE COURT: Before the Court are two motions, the
22 plaintiffs' motion for a temporary restraining order or a
23 preliminary injunction and the city's motion to dismiss. The
24 Court will begin with a brief statement of its conclusions on
25 these motions and then review in detail the reasons for its

1 conclusion.

2 The Court finds that the motion to dismiss the
3 complaint must be granted because, one, Section 904 of the
4 Bankruptcy Code prohibits the Court from granting the
5 injunctive relief that the plaintiffs request. Two, while
6 issues arising under Section 365 of the Bankruptcy Code
7 relating to executory contracts do fall within the Court's
8 core jurisdiction, the relationship between the city and its
9 customers is not an executory contract. Even if the
10 relationship were construed to be an executory contract, the
11 relief sought by the plaintiffs in this case is outside the
12 scope of that section and prohibited by Section 904. Three,
13 the plaintiffs' due process and equal protection claims are
14 not subject to Section 904 but, nonetheless, must be
15 dismissed because they fail to state claims upon which relief
16 can be granted. Finally, even if this Court had the
17 authority to grant the relief requested, the Court would not
18 issue a preliminary injunction based on the evidence.

19 The problems and challenges that the City of Detroit
20 and its residents face run wide and deep. The adversary
21 proceeding that these plaintiffs filed focuses on the alleged
22 failure of the city and its water department to properly
23 address the inability of a large number -- a large portion of
24 the city's residents to pay for water. The complaint
25 contains a number of interesting and creative legal theories

1 in support of the relief sought. These theories include
2 violations of due process and equal protection, breach of
3 executory contract, public health emergency, estoppel, human
4 right to water, and public trust. The complaint seeks an
5 injunction imposing a six-month moratorium on residential
6 water shutoffs, an injunction requiring that water service be
7 restored to all residents whose water service has been
8 terminated, an order directing the city to implement a water
9 affordability plan with income-based payments for residential
10 customers. It also seeks declaratory relief finding that the
11 city's and the water department's policies, procedures, and
12 actions relating to notice of bills, dispute of bills,
13 opportunities for payment and hearings prior to water service
14 shutoffs violate the due process and equal protection clauses
15 of the Fourteenth Amendment to the United States
16 Constitution. It also seeks declaratory and equitable relief
17 finding that the city's policies, procedures, and actions
18 related to the denial, interference, or deprivation of the
19 plaintiffs' right to use water are protected by the public
20 trust doctrine, the human right to water, and the laws and
21 Constitutions of Michigan and the United States.

22 Presently before the Court are the plaintiffs'
23 motion for a temporary restraining order or preliminary
24 injunction and the city's motion to dismiss. The city's
25 motion to dismiss relies on this Court's previous ruling that

1 Section 904 of the Bankruptcy Code prohibited the Court from
2 allowing the plaintiffs to intervene in the bankruptcy case
3 to pursue its water-related claims. In the Court's order
4 regarding intervention dated August 14, 2014, at Docket 6708,
5 the Court stated, quote, "Unlike other chapters of the
6 bankruptcy code, chapter 9 strictly limits the Court's power
7 in a municipal bankruptcy case. This is to ensure that the
8 separation of powers contemplated in the United States
9 Constitution is upheld and that the Court does not overstep
10 its bounds into the sovereign powers of the states. Thus,
11 section 904 of the bankruptcy code prohibits the Court from
12 interfering with, internal quote, '(1) any of the political
13 or governmental powers of the debtor; (2) any of the property
14 or revenues of the debtor; or (3) the debtor's use or
15 enjoyment of any income-producing property,' close internal
16 quote, 11 U.S.C., Section 904. This limitation means the
17 Court cannot interfere with the 'choices a municipality makes
18 as to what service and benefits it will provide.' In re.
19 Addison Community Hospital Authority, 175 B.R. 646, 649,
20 Bankruptcy, Eastern District of Michigan, 1994, citing H.R.
21 Report Number 595, 398." Continuing with the quote,
22 "Further, this provision makes it clear that 'chapter 9 was
23 created to give courts only enough jurisdiction to provide
24 meaningful assistance to municipalities that require it, not
25 to address the policy matters that such municipalities

1 control.' Id. Consequently, given the constraints of
2 Section 904, the Court does not have the authority to require
3 the DWSD to stop mass water shut-offs, to require that DWSD
4 refrain from implementing a program of mass water shut-offs
5 in the future, or require that the DWSD implement procedures
6 regarding rate setting or water affordability plans," close
7 quote.

8 The city asserts that the order denying intervention
9 was correct under the Bankruptcy Code, Section 904, and that
10 there is no basis now to reach a different result on any of
11 the plaintiffs' claims or requests for relief in the
12 adversary proceeding.

13 The plaintiffs argue three points in an attempt to
14 save their complaint from the broad reach of Section 904.
15 First, they argue that the city's agreement to provide water
16 services to a resident or customer and that customer's
17 agreement to pay for those services constitutes an executory
18 contract. They argue that Section 904 does not deprive the
19 Court of its authority over the city's assumption or
20 rejection or executory contracts under Section 365 of the
21 Bankruptcy Code because Section 901 of the Bankruptcy Code
22 incorporates Section 365 into Chapter 9.

23 The plaintiffs are surely correct that despite
24 Section 901 and 904, the Court retains the complete authority
25 that Section 365 gives it. Indeed, the city does not argue

1 otherwise. The parties disagree, however, on whether the
2 arrangement between the city and its water customers
3 constitutes an executory contract. This is a complex
4 question under bankruptcy law as the Court's colloquy with
5 counsel for the city on this point demonstrated. On this
6 question, the Court concludes that the arrangement is not an
7 executory contract, although not for the reasons that the
8 city argues. The city argues that its arrangement is simply
9 a series of contracts of one-month terms and that after a
10 one-month term is complete, the city has no executory
11 obligations to perform. Rather, the Court concludes that the
12 arrangement is simply a part of the range of municipal
13 services that the city has determined to provide pursuant to
14 state law and local ordinance. It has assumed that
15 obligation to its residents pursuant to its governmental
16 powers under law. Specifically, MCL 117.4(b) authorizes city
17 charters to provide for the installation of waterworks to
18 provide water services to residents, and the Detroit City
19 Charter so provides in Section 7-1202. MCL 123.166
20 authorizes a municipality to discontinue water service. It
21 states, quote, "A municipality may discontinue water service
22 or sewage system service from the premises against which a
23 lien created by this act has accrued if a person fails to pay
24 the rates, assessments, charges, or rentals for the
25 respective service, or may institute an action for the

1 collection of same in any court of competent jurisdiction,"
2 close quote. MCL 141.121 requires that water rates be set at
3 the reasonable cost of delivering the service and appears at
4 least by implication to exclude any consideration of ability
5 to pay. Nothing in the Bankruptcy Code, including Section
6 365, permits the city to, quote, "reject," close quote, or
7 withdraw from that obligation. It is not a mere private
8 party that has contracted to provide water services to
9 customers. The city does so under law.

10 The question then becomes whether this legal
11 obligation that the city has assumed to provide water
12 services to residents somehow transforms into an executory
13 contract because the resident is obligated to pay for the
14 service and because the city has the authority to terminate
15 the water services to residents who do not pay for it. The
16 Court concludes that the answer to this question remains that
17 the arrangement is not an executory contract. Rather, the
18 arrangement is strictly a matter of law. The law obligates
19 the city to provide the service. The law requires the
20 resident to pay for it. The law allows the city to terminate
21 service for nonpayment. The Bankruptcy Code, therefore has
22 nothing to say in the matter. Section 365 does not authorize
23 the city to assume or reject law. Accordingly, the
24 plaintiffs' argument that its Section 365 claim provides them
25 with an escape from Section 904 must be rejected, and their

1 executory contract claim must be dismissed.

2 The second way in which the plaintiffs seek to avoid
3 the sweep of Section 904 and this Court's prior ruling
4 applying it to their claims is to invoke the exception in
5 Section 904 that applies when the city consents to Bankruptcy
6 Court jurisdiction. Specifically, the plaintiffs argue that
7 language in the city's plan of adjustment constitutes the
8 necessary consent. The Court must reject this argument. It
9 finds nothing in the plan of adjustment that the city filed
10 that establishes its consent to Bankruptcy Court jurisdiction
11 over this adversary proceeding.

12 The third way that the plaintiffs seek to avoid the
13 sweep of Section 904 and this Court's prior ruling applying
14 it to their claims is to invoke this Court's noncore
15 jurisdiction. On this point, it is correct that under 28
16 U.S.C., Section 1334(b), the Bankruptcy Court has
17 jurisdiction to resolve any issue that is, quote, "related
18 to," close quote, the bankruptcy case. Nevertheless, the
19 Court must reject the plaintiffs' argument if only because it
20 proves way too much. If the plaintiffs are right about
21 Section 1334(b), it would nullify Section 904. Indeed, that
22 Section 904 provides the answer. It states in its opening
23 six words, quote, "Notwithstanding any power of the court,"
24 close quote. Surely that includes notwithstanding the
25 Bankruptcy Court's noncore or related to jurisdiction under

1 Section 1334(b) of Title 28. As stated in Association of
2 Retired Employees of the City of Stockton versus City of
3 Stockton, California, In re. City of Stockton, California,
4 478 B.R. 8, 20, Bankruptcy, Eastern District of California,
5 2012, Section 904 is, quote, "so comprehensive that it can
6 only mean that a federal court can use no tool in its
7 toolkit," close quote.

8 There are, however, two claims made here by the
9 plaintiffs that are not so readily swept away by Section 904.
10 These are the plaintiffs' constitutional claims. As noted,
11 the plaintiffs seek a declaratory judgment that the city
12 billing and service termination procedures violate due
13 process and equal protection. The gravamen of the due
14 process claim is that DWSD fails to follow certain procedures
15 posted on its website and fails to adequately inform
16 customers about the possibility of a hearing on disputed
17 water bills and available aid for paying their water bills.
18 The gravamen of the equal protection claim relates to
19 differing treatment between residential and commercial
20 customers.

21 The Court concludes that Section 904 of the
22 Bankruptcy Code cannot protect the city from the Bankruptcy
23 Court's jurisdiction over the plaintiffs' constitutional
24 claims because the city does not have the, quote,
25 "governmental power," close quote, to violate the due process

1 and equal protection mandates of the United States
2 Constitution. The city must comply with them. Accordingly,
3 the Court concludes that those claims, unlike the plaintiffs'
4 other claims, do survive the city's Section 904 challenge.

5 The city asserts that, nevertheless, these claims
6 are subject to dismissal for failing to state a claim upon
7 which relief can be granted under Rule 12(b)(6) of the
8 Federal Rules of Civil Procedure. Under Bell Atlantic Corp.
9 v. Twombly, 550 U.S. 544, 550, 2007, and Ashcroft v. Iqbal,
10 556 U.S. 662, 2009, if the complaint does not set forth a
11 plausible claim for relief, it must be dismissed.

12 In Herrada v. City of Detroit, 275 F.3d 553, 556,
13 Sixth Circuit, 2001, the Sixth Circuit stated, quote, "The
14 Fourteenth amendment to the United States Constitution
15 prohibits states from depriving citizens of 'life, liberty,
16 or property' without 'due process of law.' A two-step
17 analysis guides our evaluation of the procedural due process
18 claims. We must first determine 'whether there exists a
19 liberty interest or property interest which has been
20 interfered with by the defendants.' Second, if such a
21 deprivation occurred, we must decide whether the procedures
22 that accompanied the interference were constitutionally
23 sufficient," close quote, citations omitted.

24 The Court concludes that the plaintiffs' due process
25 claim fails for one simple reason. The plaintiffs cannot

1 plausibly allege that they have a liberty or property
2 interest in receiving water service let alone water service
3 at a rate based on ability to pay. As the Court found
4 earlier, the city provides water services to its residents
5 under applicable state law and local ordinance, but nothing
6 in those laws establishes the kind of property or liberty
7 interest to which due process rights apply.

8 Similarly, the Court concludes that the plaintiffs'
9 equal protection claim fails. In Romer v. Evans, 517 U.S.
10 620, 631, 1996, the United States Supreme Court stated,
11 quote, "The Fourteenth Amendment's promise that no person
12 shall be denied equal protection of the laws must co-exist
13 with the practical necessity that most legislation classifies
14 for one purpose or another, with resulting disadvantage to
15 various groups or persons. We have attempted to reconcile
16 the principle with the reality by stating that, if a law
17 neither burdens a fundamental right nor targets a suspect
18 class, we will uphold the legislative classification so long
19 as it bears a rational relation to some legitimate end,"
20 close quote.

21 Here the plaintiffs simply allege that there are
22 delinquent commercial account customers whose water service
23 has not been disconnected or where there has been a
24 disconnection DWSD, quote, "failed to terminate services for
25 those enterprises in the manner used for residential

1 customers," close quote. But under Romer v. Evans, this is
2 not enough. The plaintiffs do not allege that they have a
3 fundamental right to water service. Indeed, they have cited
4 no state or federal law, whether statutory law or common law,
5 that so provides here in Michigan. Further, the plaintiffs
6 do not allege that residential customers are a suspect class
7 for equal protection purposes. They simply argue that there
8 is no rational basis for the alleged difference in treatment
9 between residential and commercial customers. In Twombly
10 cited earlier, the Supreme Court stated that while a court
11 must accept all factual content in pleading -- in the
12 pleading as true, it is not bound to accept as true a legal
13 conclusion couched as a factual allegation, 550 U.S. at 555.
14 In Iqbal, also cited earlier, the Supreme Court stated that a
15 court considering a motion to dismiss can choose to begin by
16 identifying pleadings that, because they are no more than
17 conclusions, are not entitled to the assumption of truth, 556
18 U.S. at 678.

19 The Court concludes that the fact that some
20 commercial customers have not been disconnected while some
21 residential customers have been disconnected does not
22 establish a violation of equal protection. Moreover, the
23 Court finds that there is a rational basis for the differing
24 treatment. Some commercial customers have more complex
25 service connections and, therefore, more complex

1 disconnection procedures. Accordingly, the Court concludes
2 that the complaint must be dismissed.

3 Technically, this renders the plaintiffs' motion for
4 preliminary injunction moot, but the Court concludes that it
5 should be addressed in the alternative here. In deciding
6 whether to issue a preliminary injunction, the Court balances
7 the following four factors: whether the movant has a strong
8 likelihood of success on the merits; whether the movant would
9 otherwise suffer irreparable injury; whether the issuance of
10 a preliminary injunction would cause substantial harm to
11 others, including the party opposing the motion; and whether
12 the public interest would be served by the issuance of a
13 preliminary injunction. McPherson versus Michigan High
14 School Athletic Association, 119 F.3d 453, 459, Sixth
15 Circuit, 1997, en banc. These four factors should be
16 balanced against one another and are not to be treated as
17 threshold requirements for the grant of a preliminary
18 injunction, Leary versus Daeschner, 228 F.3d 729, 736, Sixth
19 Circuit, 2000.

20 Based on the evidence before it, the Court makes the
21 following findings. Exhibit 12 and Exhibits 107(a) through
22 (h) are customer bills. The reverse side of the bill has a
23 paragraph at the bottom captioned "Complaints and Disputes."
24 It states, quote, "It is the customer's responsibility to
25 inform the utility of any billing dispute. A monthly billed

1 customer may dispute a bill no later than 28 days after the
2 billing date. After the period to dispute expires, the
3 customer forfeits the right to dispute the bill. All amounts
4 not in dispute are due and payable. For additional
5 information, you may visit us on line at www.dwsd.org," close
6 quote. Exhibit 120, the interim collection rules and
7 procedures, sets forth the detailed complaint and shutoff
8 procedures and is available on the website.

9 In this case, there is no evidence that the
10 customers dispute their water bills with any significant
11 frequency. Rather, disputes appear to be rare. None of the
12 water customers who testified stated a dispute regarding
13 their water bill or an inability to access the city's dispute
14 process. In one respect, the city, however, no longer
15 follows the procedures that it publishes on its website. It
16 no longer makes personal visits to customers who are in
17 shutoff status. It is now considered unnecessary and
18 imprudent for DWSD employees. Accordingly, the city is
19 preparing revised rules and procedures.

20 In another respect, the city's adherence to its
21 policies is uneven. Specifically by policy, for certain
22 customers with special needs such as medical conditions or
23 with children, service terminations may be delayed or
24 adjusted. It does appear, however, that most -- excuse me --
25 that most customers are unaware of this or do not know how to

1 pursue this relief, and, as a result, some service
2 terminations occur that should have been delayed.

3 Customers fail to pay their water bills for one of
4 three reasons. One, they have the resources to pay but
5 choose not to pay. Two, they have a temporary interruption
6 in their income that deprives them of the resources to pay.
7 Three, their income is fixed and so low that they are
8 chronically unable to pay all of their bills when due,
9 including their water bills. Of course, the city does not
10 know which customers fall into which groups. It only knows
11 and knew that it had an unreasonably and unacceptably high
12 rate of default and delinquency totaling approximately \$87
13 million. To address this problem created by these defaults
14 and delinquencies, the city quite properly and justifiably
15 embarked upon its program to terminate service in order to
16 motivate payment by those who could. Specifically, the
17 policy became that service would be shut off to any customer
18 in default over \$150 for more than two months. In this
19 program, the city terminated water service to approximately
20 24,000 customers in 2013 and 19,500 customers this year. In
21 this process, however, the city initially neglected to
22 address the needs of its customers in the second and third
23 groups. That motivated the motion to intervene that the
24 Court mentioned earlier and this Court's subsequent
25 suggestion to the city that it find ways of enhancing its

1 outreach to those customers. The city then developed and
2 executed its ten-point plan in August. In the Court's
3 judgment, this was a bold, commendable, and necessarily
4 aggressive plan. It appears that it has also been generally
5 successful in providing necessary assistance to customers in
6 the group who had temporary income reductions by affording
7 them time as well as help from charities in curing their
8 defaults. This program has led to a significant number of
9 service restorations. There remain, however, thousands of
10 customers whose service was terminated and not restored. It
11 is less clear, therefore, that the city's ten-point plan will
12 be of any long-term assistance to the customers in the third
13 group, those with insufficient income to pay their bills.
14 Because the poverty rate in the city is approximately 40 to
15 55 percent, this may well be a large group. The ten-point
16 plan relies on a combination of charity and public funds to
17 address this need, but there has been no analysis of whether
18 the resources available will be sufficient to meet the needs
19 of the customers in this group over the long term. As the
20 Court held earlier, addressing this important and urgent
21 issue is foreclosed to this Court by Section 904. Still, the
22 Court urges the city to examine this issue with a sense of
23 urgency that it deserves not only because these customers
24 need help but also because it is in the city's best interest.
25 In any event, even if the complaint were not dismissed on

1 jurisdictional grounds under Section 904 of the Bankruptcy
2 Court -- Bankruptcy Code, the Court could not find a strong
3 likelihood of success on the merits.

4 On the issue of irreparable harm, it appears that
5 none of the plaintiffs are currently without water service,
6 although some did experience periods of service terminations
7 in the past. More generally, however, the Court must
8 conclude that a customer whose water service is discontinued
9 does likely suffer irreparable harm, especially if the
10 service is lost for more than a few days. These harms
11 include the risk of serious and even life-threatening medical
12 conditions as well as adverse consequences in employment, in
13 family and personal relations, and for children in their
14 education. It cannot be doubted that water is a necessary
15 ingredient for sustaining life. It is, however, important to
16 pause here to emphasize that these findings about the
17 irreparable harm that customers may suffer upon termination
18 of their water service does not suggest that there is a
19 fundamental enforceable right to free or affordable water.
20 There is no such right in law just as there is no such
21 affordable right to other necessities of life such as
22 shelter, food, or medical care.

23 The city argues that the harm is not irreparable
24 because there are alternative sources available, including
25 purchasing containers of water at local stores. The Court

1 rejects this argument for at least two reasons. First, it is
2 much more expensive, and many of the affected people are
3 already in poverty. Second, it is challenging to commit the
4 time and energy necessary to obtain sufficient quantities of
5 water, especially for those with special needs or single
6 parents with young children. The city also points out that
7 health -- official health department records fail to
8 demonstrate any health consequences from the water shutoffs
9 to date. That appears to be true as far as it goes.
10 However, those record compilations do not appear to be
11 designed to measure or address the consequences of
12 significant water terminations in the city, and there may be
13 a time lag in their compilation. Accordingly, the Court is
14 not prepared to accept the city's suggestion that these
15 records establish that there have not been and will not be
16 any significant health consequences resulting from the water
17 terminations.

18 Turning now to the harm that the city might
19 experience if the requested relief is granted, the Court must
20 conclude that it would be significant. The Court finds
21 substantial merit in the city's concern that a six-month
22 injunction against terminations would increase its customer
23 default rate and seriously threaten its revenues, and the
24 Court so concludes even though the city normally would not
25 execute service terminations during a good part of that time

1 due to freezing weather conditions. The evidence, especially
2 Exhibit 125, establishes an impressively close correlation
3 between shutoffs and collections, and here the Court would
4 pause parenthetically to note that Exhibit 125 was admitted
5 at the hearing. It was, however, mistakenly referred to
6 during the hearing as Exhibit 25, which created some
7 confusion. The Court would further note that Exhibit 126
8 about which there was a question was not offered or admitted
9 into evidence.

10 The context of the city's concern here is extremely
11 important. Detroit cannot afford any revenue slippage, and
12 its obligations to its creditors requires it to take all
13 reasonable and businesslike measures to collect the debts
14 that are owed to it. As it prepares to show the Court that
15 its plan is feasible and as it undertakes its preparations
16 with its hope that the Court will confirm the plan, like any
17 debtor would do in similar circumstances, the last thing it
18 needs is this hit to its revenues that would inevitably
19 result from the injunction that the plaintiffs request. More
20 specifically, the evidence establishes that the city is
21 justifiably concerned about the impact that the requested
22 injunction might have in the continuing development of the
23 Great Lakes Water Authority. This Court has found on the
24 record that this is an important initiative. Any threat to
25 it must be seriously considered. If successfully

1 implemented, this initiative could achieve the basic
2 democratic goal of giving all of the customers of the DWSD an
3 opportunity to participate in its governance. Equally
4 significantly, it also carries the potential to continue and
5 enhance the political momentum for the kind of broader
6 regional cooperation that many urban areas have found to be
7 absolutely critical in their economic revitalizations. It
8 was precisely for these reasons that the Court granted Wayne
9 County's motion to refer this matter to mediation.

10 On the issue of public interest, the Court concludes
11 that it largely overlaps with the interests of the city and
12 the region, which the Court has already addressed.

13 In sum, the Court is faced with an injunction
14 request that is weakly supported by any substantial
15 likelihood of success on the merits, strongly supported by
16 significant evidence of irreparable harm, and strongly
17 undermined by significant evidence of harm to the opposing
18 party here, the city, and the public. On balance and in the
19 Court's discretion, the Court would not issue the requested
20 injunction in these circumstances assuming that it did have
21 the authority to do so. In the Court's view, it is simply
22 inappropriate to invoke such a significant remedy as an
23 injunction when the likelihood of ultimate success is so
24 remote even if the harm to the plaintiffs is otherwise
25 irreparable and especially when the harm to the defendant may

1 be so substantial.

2 One final consideration also suggests that the
3 requested injunction should be denied. As noted, the
4 plaintiffs seek a six-month prohibition on water terminations
5 and a restoration of service for all of the customers whose
6 service was discontinued. Certainly this will provide short-
7 term relief to those customers who would otherwise be
8 terminated or whose service would be restored by these -- by
9 the requested injunction; however, by itself this relief
10 solves no long-term problems for the customers who
11 chronically cannot pay their bills. It must, therefore, only
12 be a means to an end, but what is that end? The plaintiffs
13 have not provided the Court with a clear picture of what that
14 end looks like in six months nor with a clear roadmap of how
15 to get there. In these circumstances, the Court must
16 conclude that it would be imprudent to grant the injunctive
17 relief that the plaintiffs seek. The Court will prepare an
18 appropriate order.

19 (Proceedings concluded at 9:06 a.m.)

INDEX

WITNESSES:

None

EXHIBITS:

None

I certify that the foregoing is a correct transcript from the sound recording of the proceedings in the above-entitled matter.

/s/ Lois Garrett

October 1, 2014

Lois Garrett