

# Detroit Legal News.

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## DAILY BRIEFS

### Firm concludes IRS series with webinar on audit process

Plunkett Cooney will conclude its "What to Do When the IRS Comes Knocking" series with a webinar on "The IRS Audit Process – What to Know & How to Prepare" Wednesday, September 10, from 11 a.m. to noon.

This third and final installment will tackle the very serious question of "What to do when the IRS comes knocking" for individual taxpayers and businesses. Attendees will learn about the audit process, what should be done to respond and what taxpayers can do to avoid being targeted by the IRS in the first place.

Topics will include:

- Introduction to IRS audits and audit types
- The audit process from selection to completion
- Your rights and responsibilities as a taxpayer
- Common issues found during audits
- How to prepare before an audit
- Best practices during the audit process
- What to do if you disagree with the results

Presenting the webinar will be Joseph A. Peterson, a member of Plunkett Cooney's Business Transactions & Planning Practice Group who serves as leader of the firm's Tax Law Practice Group. He has experience with tax law, risk management and litigation.

For additional information on the webinar, visit [www.plunkettcooney.com](http://www.plunkettcooney.com) and click on "Insights."

### Attorneys discuss 'Mastering Modern Incident Response'

McDonald Hopkins will present the webinar "From Chaos to Control: Mastering Modern Incident Response" on Tuesday, September 16, from noon to 1 p.m.

In today's fast-moving threat landscape, reacting isn't enough—mastery is the new mandate. This session unpacks the latest trends, tools, and tactics transforming incident response from reactive firefighting to strategic resilience.

Attorneys Colin Battersby and David Lane, of McDonald Hopkins' Detroit office, will reveal how top-performing incident response teams are staying ahead of evolving threats by transforming moments of disruption into opportunities for swift, deliberate action.

Topics will include:

- Ransomware-as-a-Service (RaaS) - Turnkey ransomware tools and different threat actors drive more attacks
- Business Email Compromise (BEC) - Impersonation scams on the rise
- Wire Fraud - Financial thefts increasing steadily
- Regulatory Focus - More-cyber related investigations
- State and AG Shifts - New laws, tougher enforcement actions

For additional information on the webinar, visit [www.mcdonaldhopkins.com](http://www.mcdonaldhopkins.com) and click on "events."

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## Detroit fellowship seeks next cohort of racial equity leaders

The Detroit Equity Action Lab (DEAL) is seeking emerging and experienced leaders with a deep commitment to racial equity to join its 2026 cohort.

The tenth cohort of DEAL's Racial Equity Fellowship will take part in a year-long program beginning in January, focused on training and supporting those working to end structural racism in Detroit.

Founded in 2014, DEAL is an initiative of the Damon J. Keith Center for Civil Rights at Wayne State University Law School. Powered by more than \$5 million in grants from the W.K. Kellogg Foundation and the Ford Foundation, DEAL is developing a national blueprint in Detroit designed to empower local communities to fight structural racism from the ground up.

"Our program focuses on racial equity from a personal to structural lens. We believe that the transformation of movements is dependent on the transformation of the people in them," said Asandi Conner, DEAL's Director.

DEAL's fellows build a shared understanding of racial equity with other Detroit-area leaders, develop skills and tools needed to disrupt racism and create equitable alternatives, and co-create a space to deepen relationships within a multiracial and multigenerational network of racial equity leaders.

Each year, DEAL recruits racial equity



Detroit Equity Action Lab (DEAL) staff and Racial Equity Fellows pose for a photo together at a reunion event in 2023.

leaders working or volunteering with groups/organizations or as individuals in Detroit or the metropolitan area. Since its first cohort in 2014, DEAL's Racial Equity Fellowship has brought together over 200 leaders working in the many dimensions of racial equity – including arts and media, community development, education, environment, food security, health care, housing, and beyond.

"Our fellows are people who are on the ground, who have been working on the issues, and who have creative solu-

tions. The intention is that fellows can rely on each other as co-liberators in the work that they're doing," said Rhiannon Chester - Bey, DEAL Fellowship Manager and Racial Equity Fellowship alum.

The application for the 2026 cohort, which opened Aug. 1, closes at 11:59 p.m. on Tuesday, Sept. 30. A virtual information session is scheduled for Wednesday, Sept. 3. Interested applicants can visit DEAL's website ([detroitequity.org](http://detroitequity.org)) to learn more about the information session and to access the application.

## DOMESTIC ARBITRATION

### The Arbitration Award: Types and Drafting Considerations

BY HARSHITHA RAM



This article is the tenth installment in a 12-part series on domestic arbitration, designed to provide a clear and practical roadmap through each stage of the

process. In this edition, "The Arbitration Award: Types and Drafting Considerations" we present the different types of awards (interim, final, consent) and the key elements of a well-drafted arbitration award that is enforceable. Stay tuned for Part 11: "Post-Award Issues: Challenging, Modifying, or Confirming the Award" coming next month.

An arbitration proceeding culminates in the issuance of an award by the arbitrator or arbitral panel. This final product is not only the resolution to the dispute at hand, but also the legal instrument that may be enforced or challenged in court. Therefore, understanding the types of arbitration awards and the essential elements of drafting a legally enforceable award is crucial for both arbitrators and practitioners.

Arbitration awards come in several forms, each serving distinct procedural or substantive purposes within the arbitration process. Interim awards are issued before the final resolution, addressing urgent or provisional matters such as temporary injunctive relief, security for costs, or asset preservation; however, their enforceability varies, especially under the U.S. Federal Arbitration Act (FAA), where they must be sufficiently final to merit confirmation. Partial

awards resolve some issues—like liability—while leaving others, such as damages, for later determination, commonly used in complex cases to streamline proceedings; like interim awards, they must also meet finality standards to be enforceable. Final awards conclude the arbitration by resolving all submitted issues, including liability, damages, costs, and attorneys' fees if authorized, and are binding and enforceable under the FAA and international treaties like the New York Convention, with limited time allowed for clerical corrections. Consent awards arise when parties settle during arbitration, recording their agreement as a formal, enforceable award that combines the benefits of arbitration enforcement with the parties' negotiated terms; arbitrators must ensure these settlements comply with public policy and ethical standards.

See **ARBITRATION**, Page 10

## AI deepfake bills unanimously clear Senate; WorkKeys, heating credit bills also pass

BY NICK SMITH  
Gongwer News Service

Bipartisan legislation seeking to ban the dissemination of nonconsensual intimate deepfake artificial intelligence images passed the Senate unanimously on Wednesday.

Senators voted 32-0 on HB 4047 and HB 4048, which would ban the nonconsensual creation or dissemination of AI-generated sexual images.

As passed, the bills also provide immunity from liability for large technology companies whose platforms may be used to produce the images.

The bills were introduced last session but died in the Senate during lame duck session. The bills before the committee Tuesday passed the House this spring with almost unanimous support.

An S-3 floor substitute offered by Sen. Stephanie Chang, D-Detroit, was adopted prior to the vote, which made some wording changes to clean up the immunity provision for large tech companies.

Also passing Wednesday was legislation that would allow students to opt out of the WorkKeys assessment currently required of 11th grade students.

Supporters have said the changes under SB 349 and SB 350 would offer flexibility to those not interested in going into a skilled trade.

Members voted 33-0 for both bills.

Under SB 349, students would be able to opt out of the ACT WorkKeys assessment beginning with the 2025-26 school year if they have turned in a waiver signed by their parent or legal guardian to the Department of Education. SB 350 would enable districts to not lose funding for offering the waiver option.

As passed, school districts would be required to provide the waiver to students by December 31 of the school year in which the assessment is to be administered, with a deadline for signed waivers to be returned of February 28 during the school year in which it is being administered.

The Senate also passed SB 435, which would update how the Depart-

ment of Treasury makes its annual inflation adjustment for the Home Heating Tax Credit, using the U.S. Consumer Price Index to account for inflation instead.

"As everyday costs continue to rise and Michiganders increasingly feel the stress of trying to make ends meet, we need to make sure our seniors and families around the state have a strong safety net to rely on," Sen. Sam Singh, D-East Lansing, the bill sponsor, said in a statement. "For the hundreds of thousands of Michigan households who depend on the Home Heating Credit to keep warm in the wintertime – this legislation is a no-brainer."

Singh said his bill would ensure the credit accounts for upward inflation to help those facing financial challenges access resources they need.

The Michigan Home Heating Credit is an Individual Income Tax Credit that reduces the financial burden for over 250,000 low-income households across the state by allowing them to file for an annual credit that reimburses them for the costs of heating their home.

## Local Voice

SAMUEL DAMREN

### White supremacy is rearing its ugly head once again

This is the second commentary examining the 1915 film "The Birth of a Nation" and the effects of the Ku Klux Klan on past and present-day politics. The focus of this commentary is on the "ingredients" to the KKK's origin and resurgence in American politics and the similar "recipe" underlying the Trump administration's immigration policy.



Sociology Professor Rory McVeigh of Notre Dame University in "The Rise of the Ku Klux Klan" (2009) identified three ingredients which combined to produce the birth of the "original" KKK during Reconstruction and its resurgence in the 1920s.

The first ingredient is abrupt and consequential change. Following the Civil War, Southern states were divided into five military districts, black and Northern political rule was imposed on the white population and the South's slave-based economy was eliminated. The original Klan was a violent response to these changes quelled when federal authorities forcibly intervened.

In the 1920s, different but equally abrupt societal changes sparked the resurgence of a new Klan.

First, the transition from an agriculture-based economy to urban manufacturing. Second, an influx of large numbers of Catholic and Jewish immigrants from Europe to the Eastern and Midwest United States and a similar influx of Asian and Hispanic immigrants to the American West and Southwest. Third, a pronounced Protestant backlash to Jazz Age modernity.

The second ingredient identified by Professor McVeigh to both Klan creation and resurgence was the deep resentment shared by segments of the white population to their perceived "unjust" treatment and "disadvantaged" role in American society caused by these abrupt changes.

The impact of societal changes in the South immediately following the Civil War on the white population do not require explication. In contrast, changes to American life in the 1920s affected Anglo-Saxon populations in different ways across the nation.

According to McVeigh, the 1920s version of the Klan proved adept at tailoring their messaging to match local concerns while at the same time advancing national policy initiatives. The Klan did so by consistently highlighting the need to restore and preserve "advantages" that white populations previously enjoyed while also suggesting means to protect Klan members from emerging threats.

The final ingredient to the recipe for Klan creation and resurgence, according to McVeigh, were identifiable groups – sorted by race, religion or politics – for the Klan to hold responsible for disadvantaging Klansmen and other "100 percent Americans."

As falsely and offensively portrayed in "The Birth of a Nation," African-Americans and Northern "carpetbaggers" were the perpetrators of an "unjust" and "shameful" oppression of Southern interests during Reconstruction.

The 1920s Klan significantly widened this group of villains to include Jews, Catholics, Asians, Eastern European immigrants and others, including unskilled laborers in urban centers, socialists and communists. However, unlike the KKK of the Reconstruction era, Klansmen in the 1920s regularly worked within political boundaries instead of outside the law.

Klansmen were elected to the House and the Senate. In the Midwest, state and city governments were often dominated by Klan politicians. Thousands of Protestant ministers endorsed the Klan as did many prominent civic leaders. Klan membership nationwide grew to several million.

The shelf life for the Reconstruction era

See **DAMREN**, Page 5

Official Newspaper: City of Detroit • Wayne Circuit Court • U.S. District Court • U.S. Bankruptcy Court

### Money Matters

Crowdfunded companies are 'ghosting' their investors

Page 2



### Commentary

What Whitmer's net zero mandate is hiding from you

Page 3

### Legal Affairs

Exactly what is in the Ivy League deals with the Trump administration

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## LEGAL NOTICES

(Continued from Page 9)

## Fourth Insertion

Common street address (if any): 2155 Schultz St, Lincoln Park, MI 48146-2561  
The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a; or, if the subject real property is used for agricultural purposes as defined by MCL 600.3240(16).

If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278 the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period.

Attention homeowner: If you are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the telephone number stated in this notice.

This notice is from a debt collector.  
Date of notice: July 25, 2025  
Trott Law, P.C.

31440 Northwestern Hwy, Suite 145  
Farmington Hills, MI 48334  
(248) 642-2515

1567861

(07-25)(08-15)

Notice of Foreclosure by Advertisement  
Notice is given under section 3212 of the revised judicature act of 1961, PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Wayne County, starting promptly at 11:00 AM, on August 28, 2025. The amount due on the mortgage may be greater on the day of sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information:

Name(s) of the mortgagor(s): CCB Elite Property Services LLC

Original Mortgage: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for lender and lender's successors and/or assigns  
Foreclosing Assignee (if any): U.S. Bank Trust National Association, not in its individual capacity but solely as trustee for Chester Road Funding Trust

Date of Mortgage: July 1, 2024  
Date of Mortgage Recording: July 8, 2024

Amount claimed due on date of notice: \$119,184.66

Description of the mortgaged premises: Situated in City of Detroit, Wayne County, Michigan, and described as: Lot 109, including, the adjoining half of the vacated public alley at the rear thereof, Murphy Bros. St. Mary's Woods Subdivision, according to the recorded Plat thereof, as recorded in Liber 50, Page 20, of Plats, Wayne County Records.

Common street address (if any): 16800 Ward St, Detroit, MI 48235-4235

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a; or, if the subject real property is used for agricultural purposes as defined by MCL 600.3240(16).

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1567867

(07-25)(08-15)



## THE POVERTY LINE

It's holding back 1 in 6 children in America.

Life on the wrong side of the poverty line is no child's game. But nearly 13 million children in America are struggling there right now. It doesn't have to be this way. Together, we can do so much. Will you help?

Go to [www.povertyusa.org](http://www.povertyusa.org) and get involved.



## ARBITRATION:

## Avoid ambiguity: Unclear findings or relief can lead to enforcement challenges

From Page 1

## Drafting considerations for a valid and enforceable award

The enforceability and integrity of an award hinge not only on its reasoning but also on its structure, clarity, and compliance with applicable legal and institutional requirements. A well-drafted award should include the following components:

## • Jurisdictional Foundation

A well-drafted arbitration award must clearly establish the arbitrator's jurisdiction to decide the dispute, as this is critical to safeguarding the award from jurisdictional challenges. This includes a reference to the arbitration clause or submission agreement that conferred authority on the arbitrator, as well as confirmation that both parties were given proper notice and a full opportunity to be heard during the proceedings. These foundational elements reinforce the legitimacy of the award and its enforceability.

## • Recitals and Procedural History

Including recitals and a detailed procedural history in an arbitration award, though not always legally

required, significantly enhances the transparency and perceived integrity of the proceedings. This section typically outlines the appointment and constitution of the arbitral tribunal, provides a summary of hearings, motions, and key procedural orders, and identifies the specific issues submitted for decision. Such documentation helps establish a clear record of the process followed and reinforces the fairness and legitimacy of the award.

## • Summary of Claims and Defenses

A comprehensive arbitration award should include a clear summary of the parties' claims and defenses, setting the stage for the arbitrator's reasoning and conclusions. This section outlines the relief sought by the claimant, as well as the defenses and any counterclaims raised by the respondent. Presenting the parties' positions in a structured manner provides context for the arbitrator's analysis and demonstrates that each side's arguments were duly considered.

## • Factual Findings and Legal Reasoning

This section forms the heart of the arbitration award. Arbitrators are required to make factual findings based on the evidence present-

ed in the record and apply the relevant legal principles or contractual provisions to those facts. Each determination should be accompanied by a clear explanation of the rationale behind it. While not all jurisdictions mandate a reasoned award, providing a detailed and transparent analysis not only reinforces the legitimacy of the decision but also helps minimize the risk of judicial vacatur by demonstrating that the arbitrator has thoughtfully considered the issues before rendering the award.

## • Relief Granted

The award must clearly articulate the relief granted to the prevailing party. This includes any monetary awards, specifying amounts and applicable interest, as well as non-monetary remedies such as injunctions or orders for specific performance. Additionally, if authorized by the governing rules or agreement, the arbitrator should address the allocation of arbitration costs and attorneys' fees. Each element of the relief should be precise, unambiguous, and self-contained to ensure enforceability and avoid the need for further clarification or interpretation.

## • Signature and Date

For an arbitration award to be valid and enforceable, it must be properly signed by the arbitrator or all members of the panel, with any dissenting opinions clearly noted where applicable. The award must also be dated, as this establishes the timeline for enforcement or for any potential challenges under applicable laws. Omitting the signature or date can undermine the award's validity and may result in its rejection by courts during enforcement proceedings.

## Form and style

A well-drafted arbitration award should be clear, logically organized, and professionally presented. The use of headings and sub-headings enhances readability and helps structure the decision for both parties and any reviewing court. The tone must remain neutral and objective, avoiding emotional language, bias, or personal remarks. Additionally, the award should be meticulously reviewed for clerical, typographical, or computational errors, as such mistakes may lead to requests for correction or grounds for challenge, potentially undermining the finality of the award.

## Best practices and common pitfalls

When drafting arbitration awards, it is essential to follow best practices and avoid common pitfalls to ensure enforceability and procedural integrity. First, ambiguity should be strictly avoided, as unclear findings or relief can lead to enforcement challenges. Arbitrators must also stay within the scope of their authority, adhering strictly to the powers granted by the arbitration agreement. Maintaining impartiality is equally crucial; the language of the award should reflect neutrality and professional detachment at all times. Lastly, meeting deadlines is imperative, as many institutional rules and jurisdictions impose strict timelines for the issuance of awards, and failure to comply can undermine the validity of the award.

*Harshitha Ram is an international disputes attorney, arbitrator, mediator, and lecturer in law. She is the president of the Global Arbitration Mediation Academy (GAMA), Chair of the ADR Section of the DBA, and the Co-Chair of the ABA Arbitration Committee.*

To learn more or connect, visit: [www.harshitharam.com](http://www.harshitharam.com) or [www.adracademy.us](http://www.adracademy.us)

Is there a  
prepayment penalty? Is there a balloon  
payment? What do each of these fees pay for? Are my  
taxes and insurance included in the loan payment? What is  
my monthly payment? What is the interest rate? What is the annual  
percentage rate? Will my interest change? What will my monthly  
**QUESTIONS FEARED MOST  
BY PREDATORY LENDERS**

included in the loan payment? What is my monthly payment? What is the interest rate?  
What is the annual percentage rate?  
monthly payment be in 18 months?  
lower interest rate? What are all the  
guaranteed? Do you offer loan rate  
loans in-house? What is the yield-  
you need to fund? Is there a prepay-  
payment? What do each of these

Will my interest change? What will my  
36 months? Might I be eligible for a  
costs? Is the Good Faith Estimate  
lock-ins? Are you able to approve  
spread premium? How much time do  
ment penalty? Is there a balloon  
fees pay for? Are my taxes and insur-  
ance included in the loan payment?

What is my monthly payment? What is  
the interest rate? What is the annual  
percentage rate? Will my interest  
change? What will my monthly payment  
be in 18 months? 36 months? Might I be  
eligible for a lower interest rate? What  
are all the costs? Is the Good Faith  
Estimate guaranteed? Do you offer  
loan rate lock-ins? Are you able to  
approve loans in-house? What is  
the yield-spread premium? How  
much are you estimating my  
taxes and insurance to be?

1 866 222 FAIR  
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