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DAILY BRIEFS

Firm recognizes International Data Protection Week

Clark Hill's Cybersecurity, Data Privacy and Technology team will present three webinars in recognition of International Data Protection Week. It is a week to raise awareness of the importance of data privacy and to promote data protection practices. Topics include:

- A review of the evolving AI landscape, including key enacted laws, emerging legal challenges, and actionable strategies for businesses deploying AI technologies.

- An in-depth discussion on how the Digital Operational Resilience Act (DORA) will transform digital and operational resilience requirements in the financial sector and the obligations related to incident response and the adjustments businesses need to make to their existing programs to achieve compliance.

- The latest privacy and data breach litigation trends and challenges, including developments in Pixel litigation, BIPA, GIPA, CIPA, VPPA, standing issues, and defense strategies

The webinars will take place:

—Tuesday, January 21, at 1 p.m., AI Year in Review: From State AI Laws and Automated Decision-Making Regulations to the Rise of AI Liability

—Thursday, January 23, at 1 p.m., Digital Operational Resilience Act (DORA): A Cross-Border Discussion on Incident Response

—Tuesday, January 28, at 1 p.m., Stay Ahead in Privacy and Data Breach Litigation

For additional information on the webinars or Clark Hill's International Data Protection Week recognition, visit www.clarkhill.com/international-data-protection-week-2025.

SADO: 'Arson Investigations' explored in online training Feb. 6

The State Appellate Defender Office's Criminal Defense Resource Center along with the West Michigan Regional Investigator Association will kick off their 2025 Trainings for Defense Investigators with a webinar on "Arson Investigations" Thursday, February 6, from noon to 1:30 p.m. via Zoom.

Speaking at the webinar will be Marc Fennell of MDF Forensics LLC. Fennell has conducted investigations for criminal defense, appellate attorneys, and public defender entities to determine the origin and cause of fire and explosion incidents and other assigned investigative activities. He has testified and been qualified as an expert witness in court proceedings and depositions involving forensic investigations on multiple occasions.

To register for the webinar, visit www.sado.org and click on "upcoming events."

Anyone with questions may email Kathy Swedlow at kswedlow@sado.org.



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Holiday Cheer



Photo by John Meiu

The D. Augustus Straker Bar Association, Wolverine Bar Association, and the Black Women Lawyers Association of Michigan hosted their Holiday Party on Wednesday, December 18, at LYV Detroit. Enjoying some holiday merriment were (seated, l-r) BWLAM President Delicia Taylor Coleman, Wolverine Bar President Robbie J. Gaines, and Straker Bar President Mikai Green; along with (standing) Wayne County Circuit Court Judge Adrienne G. Scruggs, Kalaethia Burton, Lanita Carter, Toi Thomas, Vasal Johnson II, Diane Hutcherson, Eric Mathis, Wayne County Probate Court Judge Macie Gaines, Lisa Timmons, Chastity Youngblood, Aaron Roberson, Angela Enoch, Alison Folmar, Dandridge Floyd, Kymberly Reeves, Michael Hall, and Tanisha Davis.

Initiating arbitration: Filing the demand and response

By HARSHITHA RAM



(This is the third article in a 12-part series on domestic arbitration, offering a clear guide through each stage of the process. In this installment, we explore how arbitration is formally initiated, the filing process, timelines, and the Respondent's role in answering the claim. Stay tuned for Part 4: "Selecting the Arbitrator: Process and Considerations" coming next month.)

"The first move may not determine the victory but it charts the course and lays the foundation for success." This saying aptly describes the importance of the initial stages of arbitration. The seeds of success are sown early, with precision and preparation determining the trajectory of the dispute. From filing the demand to crafting a strategic response, these steps establish the foundation of a just and efficient resolution process. A well-crafted demand serves as a roadmap, clearly outlining the issues, remedies sought, and framework for arbitration. It should be concise yet persuasive, including a clear statement of the dispute, refer-

ences to the arbitration agreement, and detailed relief sought, such as damages or specific performance. Precision and preparation at this stage ensure a smooth transition from disagreement to dialogue, laying the groundwork for a fair and efficient resolution.

Practicality is key. Think of the demand as a document that will guide not just the respondent but also the arbitral tribunal. Be mindful of the rules outlined in the applicable arbitration agreement or institution, such as the AAA, particularly regarding submission methods, filing fees, and deadlines. A common oversight is neglecting to attach supporting documents or failing to properly serve the demand on all parties involved. These details may seem technical, but they ensure that the arbitration begins on solid procedural footing, preventing unnecessary disputes or delays.

Responding to the demand for arbitration: Crafting a strategic defense

Responding to a demand for arbitration is more than a procedural obligation—it's a critical opportunity to shape the narrative of the dispute and lay the groundwork for your defense. A well-prepared response should carefully address the claims raised in the demand, admitting or denying allegations where appropriate, while also presenting any preliminary objections or defenses. For

example, if the dispute is not arbitrable or if there are jurisdictional concerns, these issues must be raised at the outset to avoid waiving them. Additionally, if the respondent intends to file counterclaims, these should be detailed with the same level of specificity as a demand, including the basis for the claims and the relief sought.

Timeliness and thoroughness are essential. Most arbitration rules set strict deadlines for filing a response, often within 14 to 30 days of receiving the demand. Missing this deadline can lead to procedural disadvantages, such as *ex parte* orders. Beyond addressing the substance of the dispute, use this stage to highlight any procedural issues, propose preferences for arbitrator selection (if allowed), and indicate whether interim measures may be needed. A strategic response not only sets the stage for the arbitration process but also signals to the claimant and tribunal that the respondent is well-prepared and ready to engage effectively in the proceedings.

Illustrative scenario

Consider an arbitration between two sophisticated commercial entities. The claimant submits a hastily prepared demand, riddled with vague assertions and missing critical evidence—an approach that leaves key aspects of the

See **ARBITRATION**, Page 18

Court of Appeals: CSC defendant not deprived of due process

By BEN SOLIS
Gongwer News Service

A man convicted of criminal sexual conduct was not deprived of his due process rights and the court rightfully did not sever the multiple counts against him, the Court of Appeals ruled Wednesday in a unanimous decision.

In a published opinion released Thursday written by Judge Michael Riordan, joined by Judge Mark Boonstra and Judge Christopher Yates, the panel in *People v. Wisniewski* (COA Docket No. 361987) affirmed the defendant's convictions.

The case involved a defendant who was sentenced to current terms of imprisonment of up to 30 years, as well as a consecutive sentence for one of the CSC-1 counts.

The defendant argued that he was deprived of his due process rights or a fair trial because the CSC-1 and CSC-2 counts should have been severed pursuant to court rules. He also argued the trial court's performance was deficient for not

moving for severance.

Riordan said the panel disagreed.

"First, the defendant was not deprived of his rights to due process or a fair trial as severance of the multiple counts of CSC-I and CSC-II was not required under MCR 6.120. Additionally, trial counsel's performance was not ineffective for failing to move to sever the multiple counts," Riordan wrote. "Second, the trial court did not abuse its discretion by admitting into evidence text messages that defendant sent to his former girlfriend, as well as Internet searches and the browser history found on defendant's electronic devices, all of which contained indications of sexual misconduct."

Riordan also wrote that the defendant had not demonstrated a plain error regarding his claim that the trial court erred by allowing a family friend to testify about other acts of sexual misconduct perpetrated by the defendant, nor did he support his claim that he had ineffective counsel due to his attorney's refusal to object to the prosecution's comments dur-

ing closing arguments.

"The defendant has not established plain error affecting his substantial rights with respect to his unreserved claim that the prosecution committed error by repeatedly referring to the complainants as 'the victims,'" Riordan wrote. "The trial court did not abuse its discretion by denying the defendant's motion for an in camera review of (a victim's) counseling records as the defendant did not establish a reasonable probability that the privileged records were likely to contain material information necessary to his defense."

Riordan said the trial court did not abuse its discretion when it imposed consecutive sentences of the two separate counts of CSC-1 because the trial court gave "particularized reasons for its sentencing decision, including its consideration of the defendant as the offender, as well as the offenses he committed."

"The trial court's imposition of consecutive sentences was reasonable because the sentences satisfy the principle of proportionality," Riordan wrote.

Local Voice

BERL FALBAUM

Cartoonist bites the hand that feeds her ego

While the First Amendment offers constitutional protection for freedom of the press, it does not do so for chutzpah (the Jewish word for audacity, impudence or shamelessness).

Someone should tell that to Ann Telnaes, the editorial cartoonist at The Washington Post, who last week resigned in a huff after the paper refused to publish one of her cartoons.

That cartoon, which she published on Substack, a newsletter format, showed powerful billionaires kneeling in front of a statue of President-elect Donald Trump while offering him sacks of moolah.

Oh, one more "minor" fact: Among the billionaires? Jeff Bezos, the founder of Amazon who just happens to be the owner of The Post -- the top dog at the paper.

Yes, you read that right. Telnaes is complaining about suppression of "freedom of the press" because she was not allowed to mock her boss in his own paper, the one who provides her with a good salary, health insurance, and helps pay for other of her financial needs.

Also, depicted in the cartoon were Meta CEO Mark Zuckerberg, OpenAI CEO Sam Altman, Los Angeles Times owner Patrick Soon-Shiong — and a prostrate Mickey Mouse who apparently represents the Walt Disney Company.

Telnaes touches on her duplicity when she writes in her resignation statement: "There will be some people who say, 'Hey, you work for a company and that company has a right to expect employees to adhere to what's good for the company.'"

But she adds, "that's true except we're talking about news organizations that have public obligations and who are obliged to nurture a free press in a democracy..." and not try to "get in the good graces of an autocrat—waiting [that] will only result in undermining that free press."

There is so much to dissect in that statement that one does not know where to begin, but we'll give it a shot.

First, need we point out that Bezos should expect to be ridiculed in the paper he owns. (It was awkward even having to write that sentence.) Carried to its logical conclusion, had Telnaes showed even more contempt for Bezos in a cartoon, would she have asked him for a raise?

Question: Would any Telnaes supporters reading this column mock their bosses publicly and cite freedom of speech as a defense? Did not think so.

Interestingly, there were no reports that she might have been fired, forcing her to resign. Thus, The Post might even be commended for being open-minded and showing commendable toleration.

Second, David Shipley, The Post's opinion editor, said the cartoon was not killed because of its content but because it was repetitive of other material published on the same subject. But let us assume the cartoon was rejected because of the political message.

Bezos has every right to decide the politics of The Post that he and the paper will express on its editorial pages. Telnaes doesn't have to agree, of course, and can seek employment elsewhere.

I have mentioned a personal experience in a previous column in which I described being vetted as an editorial writer by a paper on the West Coast. After a four-day trial, it was all too clear that the paper and I were as far apart on political views as possible. It did not offer the job and I would not have accepted had I received one.

I had no reason to complain. The owners have every right to seek and hire writers that shared its views and fire those that would not articulate its politics.

Editorials and political commentary need to be judged differently than news stories. If Telnaes were complaining that a news story she wrote was spiked for political reasons, she would have a case because news is supposed to be free from political judgments. News

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

Money Matters

How to talk to your family about sticky inheritance issues

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Food Court

Turn up the heat for International Hot and Spicy Food Day Jan. 16

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Legal People

Who's doing what and who's going where

Back Page



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HELP NOW

FALBAUM: Newspaper is owned

From Page 1

stories are touted to be public being “objective” subject to political considerations.

Killing a news story or slanting facts would undermine that pledge and while not a violation of “freedom of the press” that Telnaes cited in her case, it would be highly unethical, poisoning hallowed journalistic principles. In those circumstances, she would be justified in resigning and even doing so in the klieg lights which apparently were one of her objectives.

In a sense, by publishing the cartoon on Substack (along with her resignation statement), she stole from The Post since it was drawn while being paid by Bezos. The paper owns the drawing. But I don't want to be petty. So, as the instructor jurors in a courtroom, I instruct readers to disregard this paragraph.

Third, perhaps Bezos is reaching out to Trump to protect The Post and try to blunt Trump's anti-media agenda and paranoia. He might have decided that it was better to try and work with Trump in protecting freedom of the press rather than fight him.

We don't know Bezos's motivation and we don't even know if Bezos was involved in spiking the cartoon. Bezos might very well fail in efforts, but he may have concluded it was worth a try.

Most important: Bezos must not make any concessions to Trump in the coverage of his administration.

Joe Scarborough, and his wife, Mika Brzezinski, co-hosts of “Morning Joe,” and Bret Stephens, an opinion columnist at The New York Times, already have sold out by making peace with Trump after criticizing him for nine years.

Let's hope those precedents do not repeat themselves. But the Telnaes “controversy” is not in that ballpark. Apparently, blinded by her ego, she thought the First Amendment was designed to protect you even when biting the hand that feeds you.

I expect that in upcoming job interviews, she will be asked if she will promise not to skewer her bosses or the owner of her future employer.

ARBITRATION: Meticulous preparation, strategic foresight build a foundation

From Page 1

dispute undefined. In sharp contrast, the respondent files a meticulously crafted answer. Not only does it systematically deconstruct the claimant's allegations, but it also raises compelling procedural objections and introduces a counterclaim fortified with robust legal and factual support. By anchoring their strategy firmly in the arbitration agreement and procedural framework, the respondent not only gains the tribunal's trust but also shapes the narrative and trajectory of the case. This is a critical truth in arbitration: The groundwork laid at the outset reverberates throughout the proceedings, driving efficiency and influencing outcomes.

Addressing preliminary issues: Resolving procedural hurdles early

The initial stages of arbitration often involve addressing preliminary issues that can significantly impact the trajectory of the case. One common issue is arbitrability, where the respondent may challenge whether the dispute falls

within the scope of the arbitration agreement. These objections must be raised promptly, as many arbitration rules consider them waived if not addressed early. Other procedural hurdles may include disputes over the selection or appointment of arbitrators, the applicable procedural rules, or the venue of arbitration. Resolving these issues at the outset ensures that the arbitration progresses smoothly without unnecessary delays or disruptions.

Another critical preliminary issue is the request for interim or emergency relief. Either party may seek measures such as injunctions, preservation of assets, or security for costs to protect their position before the arbitration is fully underway. These requests are typically addressed by the arbitral tribunal once constituted, but some institutions, such as the AAA or the ICC, provide mechanisms for appointing an emergency arbitrator to decide urgent matters. Addressing these issues early demonstrates a proactive approach to safeguarding interests and ensures that procedural clarity is maintained as the arbitration

moves forward.

Practical tips for parties: “The strongest arguments are built on clear facts and precise articulation.”

Having said that draft with the tribunal in mind by writing your demand or response as if addressing the future arbitrators. Clear, organized submissions make a strong first impression and help the tribunal quickly understand the key issues.

Leverage the arbitration agreement by carefully analyzing for specifics on rules, governing law, and procedural requirements. Use these provisions strategically to frame your case.

Anticipate challenges by proactively identifying potential objections, such as arbitrability or procedural defects, and address them preemptively to avoid delays.

Focus on evidence from the start by assembling key documents and witness information early, ensuring your demand or response is supported by facts rather than bare assertions.

Maintain a professional tone even in contentious disputes, avoiding inflammatory language. Arbitration often involves ongoing relationships, and professionalism can aid in smoother resolution.

Be strategic with counterclaims

ensuring they align with the scope of the arbitration agreement and strategically bolster your negotiating position.

Engage early with procedural rules by familiarizing yourself with the institution's procedural rules to anticipate deadlines and procedural nuances, such as bifurcation or expedited processes.

Consider interim relief options by evaluating whether requesting interim measures early, such as asset freezing or document preservation, could strengthen your position.

The foundation of an effective arbitration process lies in meticulous preparation and strategic foresight from the outset. Each step, from drafting demands to addressing procedural challenges, significantly influences the outcome of the proceedings. By prioritizing clarity, precision, and adherence to procedural rules, parties can foster an efficient and equitable resolution.

Harshitha Ram is an international disputes attorney, arbitrator, mediator, lecturer in law, and the President of the Global Arbitration Mediation Academy (GAMA). To learn more or connect with her, visit: www.adracademy.us www.harshitharam.com.

TikTok:

Company sues the government

From Page 3

U.S. officials argue that the vast amounts of user data that TikTok collects, including sensitive information on viewing habits, could fall into the hands of the Chinese government through coercion. They also are concerned that the proprietary algorithm that fuels what users see on the app is vulnerable to manipulation by Chinese authorities, who could pressure ByteDance to shape content on the platform in a way that's difficult to detect.

TikTok, which sued the government last year over the law, has long denied it could be used as a tool of Beijing.

The company negotiated with the Biden administration between 2021 and 2022 to resolve the concerns around U.S. data privacy and potential algorithmic manipulation. In court documents, it has accused the administration of essentially walking away from those negotiations after it presented a draft agreement in August 2022. But the Justice Department has said the Biden administration concluded the proposal was “insufficient” because it would maintain TikTok's ties to China. The agency said the Executive Branch also could “neither trust ByteDance to comply nor detect noncompliance before it was too late.”

TRUMP:

No ordinary criminal case

From Page 3

best interest of the public not to imprison Trump.

Generally, trial courts reserve a tremendous amount of discretion when it comes to imposing sentences. Legislatures can, and often do, set sentencing guidelines, prescribing what penalties trial judges can impose. It is clear in this case that the New York State Legislature allows trial judges to, at their discretion, deliver “unconditional discharge” as a sentence.

Uniquely, Trump had sought

dismissal of his guilty verdict before his sentencing. Normally, criminal defendants do not have a legal right to appeal their verdicts until a final judgment is entered against them. In criminal law, a final judgment must include the defendant's sentence.

But, of course, this is not your ordinary criminal case. As Merchan hinted, moving forward with the sentencing favored Trump because it would result in a final judgment being entered against him, thus enabling him to properly appeal his conviction.

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SALES from Page 17

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Sales Calendar Report

Thu 04/24/2025 10:00 AM	14,565 M	@E @1	Baker Tilly Municipal Advisors LLC Thrun Law Firm	School District of THREE RIVERS [1]GO [2]JUT [4]OU	ST. JOSEPH 88567A	6.00% 2055
Tue 05/06/2025 10:00 AM	6,620 M	=E @1 @3	Baker Tilly Municipal Advisors LLC Thrun Law Firm	School District of CENTREVILLE [1]GO [2]JUT [4]OU [6]QTE	ST. JOSEPH 152213	6.00% 2053

Negotiated Sales

Sales Date	Amount	Bid Type	FA	Municipality / Debt Type / Purpose	County	Publications	Rate
Time	Amount	At	Legal		Sr. Manager		Mat.
Tue 01/14/2025	37,355 M		PFM Financial Advisors LLC Miller, Canfield, Paddock & Stone	School District of BIRMINGHAM [1]GO [2]JUT [4]JNQ 2025 Refunding Bonds	OAKLAND Huntington Securities Inc.	MunO	2035
Tue 01/14/2025	33,470 M		PFM Financial Advisors LLC Thrun Law Firm	School District of GRANDVILLE [1]GO [2]JUT [4]JNQ 2025 UTNQ Refunding	KENT Stifel, Nicolaus & Co., Inc.	MunO	2040
Tue 01/14/2025	6,660 M		PFM Financial Advisors LLC Thrun Law Firm	School District of MERIDIAN [1]GO [2]JUT [4]OU [6]QTE [8]JRF 2025 Refunding UTQ	MIDLAND Stifel, Nicolaus & Co., Inc.	MunO	2031
Tue 01/14/2025	43,235 M		Miller, Canfield, Paddock & Stone Baker Tilly Municipal Advisors LLC	School District of PORTAGE [1]GO [2]JUT [4]JNQ 2025 UTNQ	KALAMAZOO Stifel, Nicolaus & Co., Inc.	MunO	2047

Debt Type Legend

1 - Debt Type	3 - Other Security	4 - Debt Feature	6 - Tax Designation
COP Certificate of Participation	BAN Bond Anticipation	BQ Bank Qualified	AMT Alternative Minimum Tax
GO General Obligation	EREV Electric Revenues	CAB Capital Appreciation Bonds	PAB Private Activity Bond
GOAU General Obligation/Authority	GAN Grant Anticipation	GF General Fund Pledge	QTE Qualified Tax Exempt
GOSA General Obligation/Special Assessment	GOP GO Pledge	GOP Hospital Qualified	TAX Taxable
ID Installment Obligation	LREV Lease Revenues	NQ State School Fun Not Qualified	XTD No Designation
OTH Other Exempt	MREV Mortgage Revenues	QU State School Fun Qualified	
REV Revenue	MTF State Transportation Fund	XF No Feature	
REVAU Revenue/Authority	PREV Public Utility Revenues		7 - USA Involvement
SA Special Assessment	RAN Revenue Anticipation		FHA Federal Housing Authority
	REV Revenues		HUD Housing Urban Development
	SAN State Aid		USDA U.S. Dept. Agriculture
	SREV Sewer Revenues		USPU U.S.A. Purchase
	SS Self Supporting		USRD USDA Rural Development
	TAN Tax Anticipation Note		XUSA No USA Involvement
	TAX Income/Sales Tax	5 - Enhancement	
	UREV Use Fee Revenues	ESC Escrowed	
	WREV Water Revenues	CAB Government National Mortgage Assoc.	
	XSEC No Security	INS Insured	
		INSLC Insured - Letter of Credit	
		INSNC Insured - No Credit Support	
		LOC Letter of Credit	
		NCS No Credit Support	
		XEN No Enhancement	

Sales Legend

Bid Type	Bid Acceptor	Publisher
# Sealed	@1 MAC Office	DLN Detroit Legal News
% PFM Auction	@2 Bendzinski & Co	BB Bond Buyer
= Electronic	@3 Issuer Office	Idel i-Deal Prospectus
@ Parity		Benz Bendzinski & Co.
A Auction		Donn Donnelley Financial
E Email		FPR Financial Printing
F Fax		IM Imagemaster Financial Publishing
P Phone		Bwne Bowne of Detroit
		MunD MuniDeals.Com
		World World Financial Printing
		Thom Thompson Financial
		MunO MuniOS
		DMuni Digital Muni