

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PHILLIP LETTEN, et al.,

Plaintiffs,

Case No. 10-cv-12182

vs.

Hon. Avern Cohn

SCOTT HALL, et al.,

Defendants.

DECLARATION OF DANIEL S. KOROBKIN

1. I make this declaration from personal knowledge, and I am competent to testify to the matters stated herein if called upon to do so.

2. I am one of the plaintiffs' attorneys in the above-captioned case.

3. This case began as two separate civil actions alleging police misconduct in violation of 42 U.S.C. § 1983 and the First, Fourth, and Fourteenth Amendments. Both cases were opened on June 2, 2010. The two cases were later consolidated under a single docket number and judge, Case No. 2:10-cv-12182-AC. (*Id.*; Dkt. ## 13-14.)

4. On August 9, 2010, I met with then-deputy mayor Saul Green, corporation counsel Krystal Crittendon, and defense counsel Jane Mills. My two co-counsel on this case at the time, Jessie Rossman and Michael J. Steinberg, accompanied me to the meeting, which was held in Mr. Green's office. We discussed the nature of the plaintiffs' complaints and agreed that instead of litigating the individual disputes, we would focus on revising the city's policies and implementing new police training regarding retaliation, citizen complaints, leafleting on a public sidewalk, and loitering. We agreed that Ms. Mills would take the lead in negotiating on behalf of the city, and Ms. Rossman and I would negotiate on behalf of the plaintiffs.

5. Over the next several months, Ms. Rossman and I met several times with Ms. Mills and Michael Falvo, deputy chief and legal training coordinator for the Detroit Police Department. We negotiated a comprehensive settlement agreement on police policies, training, and monetary compensation to plaintiffs and their attorneys. The terms of the agreement and the new policies and training materials were memorialized in writing.

6. By the time we met with Judge Cohn at a status conference on February 10, 2011, we had reached agreement on all matters regarding police policies and training. We reported this fact to Judge Cohn. We also reported that we had not yet reached agreement on the monetary component of the settlement. Judge Cohn encouraged plaintiffs to accept the city's offer, which was \$ 20,000.

7. On February 17, after Ms. Rossman and I consulted with our clients, I informed Ms. Mills that we would accept the city's offer of \$20,000, contingent upon the city's agreement to carry out the policy and training portions of the settlement we had already negotiated.

8. On March 29, 2011, I attended a second status conference with Ms. Mills and Judge Cohn. We informed Judge Cohn that an agreement had been reached regarding monetary compensation. However, Ms. Mills objected to the term of our settlement agreement that would entail the court retaining jurisdiction over the settlement after plaintiffs' claims were dismissed. Ms. Mills stated that she would consult with Ms. Crittendon on that matter.

9. After the status conference ended, Ms. Mills and I remained in chambers and reviewed the written settlement agreement line by line. We came to a final agreement on every term except the term that would provide for the court to retain jurisdiction.

10. Attached as Exhibit A is a copy of the settlement agreement we reviewed in chambers on March 29, 2011. The handwritten annotations are those of Ms. Mills.

11. On April 5, 2011, Ms. Rossman and I spoke with Ms. Mills over the phone. Ms. Mills reported that she would not agree to the court retaining jurisdiction after plaintiffs' claims were dismissed. She asked, "Is that going to be a deal-breaker?" I replied that it was not and that plaintiffs agreed to the settlement without the retention-of-jurisdiction term. I told Ms. Mills that I would revise the written settlement agreement accordingly and send it to her right away. Ms. Mills agreed that she would submit it to city council for approval on or before April 8, 2011. Ms. Mills further stated that she would sign the settlement agreement after it received final approval from city council.

12. Attached as Exhibit B is a copy of the final version of the written settlement agreement I sent to Ms. Mills by email, fax, and first-class mail on April 6, 2011.

13. On May 17, 2011, I met with Ms. Mills in Judge Cohn's chambers for a third status conference. Ms. Mills had previously informed me that after city council approved the settlement, plaintiffs would be required to sign release-of-liability forms in order to receive payment. (*See* Exhibit B.) I had previously informed Ms. Mills that some of the language in the release-of-liability forms would need to be modified. (*See id.*) During the May 17 status conference, Ms. Mills and I agreed on the changes that would be made to the release-of-liability forms.

14. Attached as Exhibit C is a copy of the release-of-liability forms with the agreed-upon changes. The handwritten annotations and initials are those of Ms. Mills.

15. On August 9, 2011, I met with Ms. Mills and Judge Cohn for a fourth status conference. Ms. Mills reported that city council had not yet given final approval to the settlement agreement. In chambers, Judge Cohn drafted and read aloud the following proposed order, to which Ms. Mills and I both consented verbally:

This case has been settled. All that remains is final approval of the Detroit City Council. The Law Department of the City of Detroit, defendants' counsel, is directed to submit the necessary documents to the City Council to enable it to give final approval of the settlement at its September 06, 2011 meeting.

16. The next day, the above order was signed and entered by the court. (Dkt. # 22.)

17. On September 12, 2011, I spoke with Ms. Mills over the phone. Ms. Mills informed me that city council had approved the settlement on September 6, 2011. Ms. Mills further stated that she would sign the written settlement agreement after plaintiffs signed the city's release-of-liability forms. Ms. Mills stated that she would send the release-of-liability forms to me by September 16.

18. On September 19, 2011, I received the release-of-liability forms in the mail, but the forms did not have the language Ms. Mills and I had agreed upon on May 17, 2011. I immediately sent Ms. Mills a letter listing the deficiencies and asking her to prepare corrected versions of the release forms.

19. Attached as Exhibit D is my letter to Ms. Mills.

20. I did not receive a response from Ms. Mills for several weeks. On October 4, 2011, Mr. Steinberg placed a call to Ms. Mills requesting her immediate response. Ms. Mills returned the call and left a voicemail in which she agreed to revise the release forms as requested and send them to me by October 7, 2011.

21. On October 13, 2011, Mr. Steinberg and I attempted to call Ms. Mills, but she did not answer the phone and her voicemail was full such that we could not leave a message. Mr. Steinberg therefore sent Ms. Mills a letter stating that his office would prepare the correct versions of the release forms for plaintiffs to sign, at which point defense counsel was expected to sign the settlement agreement.

22. Attached as Exhibit E is Mr. Steinberg's letter to Ms. Mills, which was sent by first-class mail and fax.

23. On October 25, 2011, I sent Ms. Mills fully executed release-of-liability forms signed by plaintiffs and the written settlement agreement signed by me. In my cover letter, I asked Ms. Mills to promptly sign and return the settlement agreement.

24. Attached as Exhibit F is my letter to Ms. Mills with the signed release forms and signed settlement agreement attached.

25. On November 8, 2011, I called Ms. Mills to ask why she had not returned the settlement agreement. Ms. Mills acknowledged having received the October 25 mailing. She specifically agreed to sign and return the settlement agreement by November 11, 2011.

26. Attached as Exhibit G is my letter to Ms. Mills, sent by fax on November 8, 2011, confirming her agreement to sign and return the settlement agreement by November 11, 2011.

27. Attached as Exhibit H is another letter to Ms. Mills that I mailed and faxed to her on November 23, 2011.

28. I attempted to reach Ms. Mills again on December 2 and December 5. I left a voicemail with Ms. Mills' secretary and sent a letter to Ms. Mills by email and fax. I have not heard from her since November 8.

I make this declaration pursuant to 28 U.S.C. § 1746 and declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.


Daniel S. Korobkin

Executed the 6th day of December, 2011.