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UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION – DETROIT

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In re:	Chapter 9
CITY OF DETROIT, MICHIGAN,	Case No.: 13-53846
DEBTOR.	Hon. Steven W. Rhodes
	X

INTERNATIONAL UNION, UAW'S MOTION (A) TO COMPEL PRODUCTION OF DOCUMENTS WITHHELD ON GROUNDS OF PRIVILEGE AND (B) FOR RECONSIDERATION OF <u>THIS COURT'S SEPTEMBER 19 ORDER ON PRIVILEGE ISSUES</u>

International Union, UAW ("UAW") hereby moves this Court for the entry of an order in the form attached hereto as Exhibit 1 to compel production of documents withheld by the City of Detroit on the grounds of attorney-client privilege and for reconsideration of the this Court's September 19, 2013 decision denying the motion of AFSCME and Sub-Chapter 98, City of Detroit Retiree's Motion to Compel Testimony of Kevyn Orr and All Other City and State Witnesses, dated September 18, 2013, [Docket no. 920] ("AFSCME Motion to Compel").

We show in Part I below that the City is improperly relying on the work product doctrine to shield from production memoranda its restructuring counsel provided to the State close to a year before Jones Day was retained by the City and more than a year before the filing. In responding to document production



requests, the City withheld dozens of documents on the basis of attorney-client privilege or common interest privilege involving communications with the City's restructuring counsel, Jones Day, dated from *before* the time Jones Day was retained. We requested production of these documents and the City broadly complied. But on October 15, in response to a parallel request from counsel for the City's Retirement System with respect to memoranda prepared by Jones Day in 2012 which were apparently shared with the Governor, counsel for the City advised that while it was no longer claiming attorney-client privilege, that it was asserting that the memoranda were attorney work product and that it would refuse to produce them. There is no basis for a claim of work product inasmuch as Jones Day was not counsel for the state and it was only retained by the City close to a year later.

We have conferred with counsel for the City without resolution. Because it is unclear whether the City will now take the position that other documents which reflect or contain communications with Jones Day lawyers prepared before Jones Day was retained by the City are work product, we would request that the Court enter an order compelling production of all such documents.¹

¹ UAW has also raised similar issues with respect to the State's assertion of privilege. While the State's production was due on October 5, it has yet to provide compliant privilege logs. UAW has conferred with counsel to the State and expect a complete response to the issues raised on October 18.

The Court's September 19 ruling has permitted the City and the State to block inquiry into their joint communications concerning the decision to pursue this Chapter 9 filing. This involves both precluding deposition testimony concerning communications between and among the Emergency Manager and state officials – both elected and appointed – and withholding thousands of documents reflecting such communications.

We show in Part II below that the Court's September 19 Order was error and should be reconsidered. In particular, the Court's reliance on the relationship between special counsel for a corporate board considering whether to authorize a bankruptcy and counsel for the corporation – an argument not presented by the City or addressed by the parties – was misplaced. Special counsel is typically retained by a corporate board in cases of a divergence between the views or interests of the board and those of the corporation. Once all parties have concluded that a filing is warranted, then they would arguably share a common legal interest in, say, opposing a motion to dismiss the case. But not before.

Here, the Emergency Manager and the State of Michigan had different interests before the filing and they likely have differing interests given the City's decision (through the Emergency Manager) to seek to impair pension benefits and the state's decision not to condition the filing given the constitutional protections of Article 9, Section 24 of the Michigan Constitution. The State may be liable for violating the Constitution by purporting to authorize a filing in violation of these constitutional protections.²

The Emergency Manager and the State also have divergent roles with respect to the decision to file Chapter 9 under PA 436 of 2012. The Emergency Manager was tasked under the statute to, among other things, evaluate whether there were alternatives to rectifying Detroit's financial emergency outside of bankruptcy and given the discretion to recommend that the Governor authorize the local government to file bankruptcy. That recommendation must be reviewed and approved by the Governor.

Until and unless the Emergency Manager recommended and the Governor approved the filing, they could share no common interest in the issue to be litigated here: whether the City is eligible for the protections of Chapter 9. That is, unless the Emergency Manager's review of Detroit's financial condition was a sham and he was acting at the behest of the State in seeking authority to file.

There is an additional reason why the City's reliance on a common interest privilege should be rejected. That is that as the governing body of the City of Detroit, the Emergency Manager's policy deliberations can have no expectation of confidentiality under Michigan's Open Meetings Law. As shown below, case law

 $^{^{2}}$ When counsel for the City was questioned about this on October 15 he offered Jones Day's position on the issue – which was that the state was not liable.

is clear that when a governing body's powers are delegated to even a single individual, that individual's acts and deliberations are subject to the Open Meetings Law. As such, the Emergency Manager's discussions with the State concerning the filing can as a matter of law carry no expectation of confidentiality and thus cannot be privileged communications in any event. This would apply to communications before and after the filing.

Even if the Emergency Manager could claim confidentiality with respect to his deliberations, the breadth of the common interest asserted by the City and recognized by the Court's September 19 order is inconsistent with case law. The City asserts a common interest with the State in rectifying Detroit's financial emergency and assuring the City's fiscal accountability during the Emergency Manager's term of service. Those are policy concerns. Courts narrowly construe the common interest privilege to discussions involving shared legal interests. This narrow construct is particularly appropriate in cases where, as here, privilege is asserted by government entities over matters of public policy that are presumptively open to public scrutiny.

In sum, assuming, *arguendo*, that a common interest can shield *some* communications between the Emergency Manager and the State, it cannot shield communications *before the filing* concerning the issue of whether Detroit should file for bankruptcy and should only apply to post-filing communications related to

specific legal interests, such as defending against the motions to dismiss the filing, and not policy questions, including the treatment of the claims of particular creditor constituencies, such as employees or pensioners.

ARGUMENT

I.

THE CITY SHOULD BE COMPELLED TO PRODUCE DOCUMENTS INVOLVING COMMUNICATIONS WITH ITS RESTRUCTURING <u>COUNSEL THAT ANTE-DATE COUNSEL'S RETENTION</u>

On the privilege log the City provided with its production, a number of documents were identified as withheld either under the common interest or attorneyclient privileges that involved or referenced communications from counsel at Jones Day that ante-date Jones Day's retention by the City. On October 2, 2013, counsel for UAW identified these documents in correspondence and requested their production. A copy of that correspondence is Attachment A to this brief. One of the documents identified in that letter (at p.2) is PRIV9731. The log entry for this document recites that it is dated June 6, 2012 and that it is an "E-Mail Reflecting Confidential Attorney-Client Communications and Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues." (Exhibit B to the October 2 correspondence collects privilege log entries where attorney client privilege is asserted for documents dated before March 11, 2013 when Jones Day was retained by the City.) There are a number of documents on Exhibit B described in similar fashion.

In responses dated October 7 (Attachments B and C hereto) Counsel for the City withdrew the claims of privilege with respect to most of the documents identified as antedating Jones Day's retention. Included was PRIV9731. *See* Attachment B at p. 3.

On October 15, in response to inquiries from counsel for the Retirement System concerning PRIV9731, counsel for the City sent the e-mail that is Attachment D to this Letter. In that communication counsel advised that PRIV9731 had been "inadvertently produced" as DTMI00233348.³ Counsel advised that this document had nine attachments which are itemized in the October 15 correspondence. With respect to the e-mail and its attachments, the City withdrew the claim of attorney-client privilege and has now asserted that the documents are shielded from production under the work product doctrine. This contention is baseless.

Under Rule 26, the work product doctrine shields from discovery documents "prepared *in anticipation of litigation or for trial* by or for another party

³ Counsel for UAW was aware of the document, and, indeed, it has been marked as a deposition exhibit. However, as the privilege log does not proved Bates numbers for withheld documents, we were unable to correlate PRIV9731 with the document produced.

or its representative (including the other party's attorney, consultant, surety, indemnitor, insurer, or agent)" (emphasis supplied). Fed.R.Civ.P. 26(b)(3). "At its core, the work-product doctrine shelters the mental processes of the attorney, providing a privileged area within which he can analyze *and prepare his client's case.*" *United States v. Nobles*, 422 U.S. 225, 238 (1975) (emphasis supplied). The doctrine thus "prevents discovery of documents prepared *in anticipation of litigation* by *a party's attorney* or a party's insurer unless the party seeking discovery satisfies two requirements, substantial need for them, and the inability to obtain the substantial equivalent of them without undue hardship." *Taylor v. Temple & Cutler*, 192 F.R.D. 552, 556-57 (E.D. Mich. 1999) (emphasis supplied).

While the October 15 e-mail does not identify the litigation for which the memoranda was prepared, the log indicates that they relate to "Chapter 9 Bankruptcy Filing Issues." The document name of Item (2) on the October 15 email explicitly references Chapter 9 ("NYI_4399007_4_Detroit Memo Re Public Act 4 and Chapter 9.DOCX") and Items (5) ("ATI_2484061_2_City of Detroit-Memo on Michigan Constitutional OPEB Protections.DOC") and (6) ("ATI_2483523_2_City of Detroit- Memo on Michigan Constitutional Pension Plan Protections.DOC") obviously appear to be directed at Chapter 9 issues.

Jones Day was not counsel to the City until March 11, 2013 at the earliest and it was never counsel to the State. The work product doctrine is thus inapplicable. The documents attached to PRIV9731 – and any and all other documents which on the privilege log which ante-date Jones Day's retention but involve or reflect communications with Jones Day lawyers should be ordered produced and UAW permitted to supplement its exhibit list accordingly.

II.

THIS COURT SHOULD RECONSIDER AND VACATE ITS SEPTEMBER 19 ORDER CONCERNING THE COMMON INTEREST PRIVILEGE

Reconsideration should be granted if the movant "demonstrate[s] a palpable defect by which the court and the parties have been misled [and] also show[s] that a different disposition of the case must result from a correction thereof." E.D. Mich. Local Bankr. R. 9024-1(a)(3). "To establish a 'palpable defect,' the moving party generally must point to '(1) a clear error of law; (2) newly discovered evidence; (3) an intervening change in controlling law; or (4) a need to prevent manifest injustice.' " *In re Collins & Aikman Corp.*, 417 B.R. 449, 454 (E.D. Mich. 2009) (quoting *Henderson v. Walled Lake Consolidated Schools*, 469 F.3d 479, 496 (6th Cir. 2006)).

The AFSCME Motion to Compel sought to compel testimony by the Emergency Manager and other City and State witnesses concerning communications before the City filed for bankruptcy that involved representatives of the State and counsel. UAW joined in that motion at the September 19 hearing. In denying the motion in part, the Court held that the City (and State)

were entitled to rely upon a common interest privilege with respect to pre-filing

communications. The Court analogized the situation, as follows:

as we all know when a corporation files bankruptcy its Board of Directors must give its consent, must authorize the filing. Ordinarily, of course, the corporation itself would have its own counsel giving it advice on whether to file bankruptcy, what the ramifications would be, what possible reasons there might be to not file bankruptcy, etc., etc. Ordinarily the Board of Directors would not have its own separate counsel in that process. It would rely on corporate counsel, but it could. The Board of Directors could hire special counsel to advise it on whether to authorize the filing or not. Assume for a moment it did and then the Board or members of the Board, its lawyer, the corporation's lawyer and corporate management all met together, it seems clear enough to this court that the common interest doctrine would shield those conversations, even though technically the corporate attorney does not represent the Board and the Board's attorney does not represent the corporation. The court cannot identify any way to distinguish that case from our case.

Respectfully, the Court's reliance on this analogy is misplaced. The

situation where a Board seeks separate representation from the corporation would arise where there is an actual or perceived conflict of interest between the insiders and the corporation. Specifically, once a corporation enters the "zone of insolvency," the board members may have conflicting interests from those of the corporation in the decision on whether to file for bankruptcy or not. *See, e.g., In re Kendavis Indus. Int'l, Inc.*, 91 B.R. 742, 751-52 (Bankr. N.D. Tex. 1988) (quoting *In re Coral Petroleum, Inc.*, No. 83–02460–H2–5, slip op. at 3 (Bankr.S.D.Tex. Jan. 30, 1988)) ("[Coral Petroleum's law firm] was acting in the best interest of the principals of Coral Petroleum during the time they were appointed by the Court as attorneys for the debtor-in-possession. This raises most serious issues of conflicts of interest and of benefit to the estate.") (emphasis in original); see also Jonathan T. Edwards and Andrew D. Appleby, The Twilight Zone of Insolvency: New Developments in Fiduciary Duty Jurisprudence That May Affect Directors and Officers While in the Zone of Insolvency, 18 J. Bankr. L. & Prac. 3 Art. 2 (2009) ("To ensure that directors and officers satisfy all the requisite duties while in this zone [of insolvency], they should contact independent counsel and hire outside experts – specifically turnaround or restructuring advisors – as soon as possible."); John T. Cross, Conflicts of Interest in Bankruptcy Representation, 1 J. Bankr. L. & Prac. 233, 241-42 (1992) ("Because bankruptcy forces this basic question into the forefront, it creates the potential for a conflict of interest for the attorney who continues to represent both the corporation and its insiders. The potential for conflict is especially great in a Chapter 11 case in which the debtor is serving as a debtor-in-possession.").⁴ Of course, as the *Kendavis* court noted, "once counsel is

⁴ This is reflected in multiple decisions reducing an attorney's fee award to punish the attorney for representing both the debtor corporation and directors or other insiders simultaneously. *See, e.g., In re Kendavis Indus. Int'l, Inc.*, 91 B.R. 742 (Bankr. N.D. Tex. 1988) (reducing corporate debtor's attorneys' fees by 50% after finding that debtor's law firm had opposed creditors' reorganization plans and intentionally delayed the bankruptcy proceedings for the sole benefit of controlling shareholders); *In re Rancourt*, 207 B.R. 338 (Bankr. D.N.H. 1997); *In re Hot Tin*

employed, 'a lawyer owes his allegiance to the entity and not to the stockholder, director, officer, employee, representative or other person connected with the entity." 91 B.R. at 752 (*quoting In re King Resources Co.*, 20 B.R. 191, 200 (D.Colo.1982)).

Of course once a filing is authorized the directors and corporation may well share particular *legal interests* in issues arising in the case, for example, defeating a motion to dismiss a petition or appoint a trustee, that could conceivably warrant assertion of a common interest in communications between those parties and counsel.

Here, the Emergency Manager and the State of Michigan had different interests before the filing. Under the statute, the Emergency Manager "[a]ct[s] for and in the place and stead of the governing body and the office of chief administrative officer of the local government." Mich. Comp. Laws § 141.1549(2). So, too, the Emergency Manager and the State have divergent roles with respect to the decision to file Chapter 9. The Emergency Manager was tasked under the statute to, among other things, evaluate whether there were alternatives to rectifying Detroit's financial emergency outside of bankruptcy and given the discretion to recommend that the Governor authorize the local government to file bankruptcy.

Roof, Inc., 205 B.R. 1000 (B.A.P. 1st Cir. 1997) (denying requests for compensation by corporate debtor's attorney who had represented officers and directors because it was conflict of interest that would prejudice creditors).

Mich. Comp. Laws § 141.1558(1). That recommendation must be reviewed and approved by the Governor. *Id*.

Until and unless the Emergency Manager recommended and the Governor approved the filing, they could share no common interest in the issue to be litigated here: whether the City is eligible for the protections of Chapter 9.

There is an additional reason why the City's reliance on a common interest privilege should be rejected. That is that as the governing body of the City of Detroit, the Emergency Manager's policy deliberations can have no expectation of confidentiality under Michigan's Open Meetings Law. Under Section 3 of the Open Meetings Law, "[a]ll deliberations of a public body constituting a quorum of its members shall take place at a meeting open to the public" with certain exceptions not relevant here.⁵ Mich. Comp. Laws § 15.263(3). A "public body" is defined in Section 2 as "any state or local legislative or governing body, including a board, commission, committee, subcommittee, authority, or council, that is empowered by state constitution, statute, charter, ordinance, resolution, or rule to exercise governmental or proprietary authority or perform a governmental or proprietary function[.]" Mich. Comp. Laws § 15.262(a).

⁵ Those exceptions are "public bodies only when deliberating the merits of a case" such as an "an arbitrator or arbitration panel appointed by the employment relations commission," Mich. Comp. Laws § 15.263(7), (d), or "an association of insurers created under the insurance code of 1956," *id.* 15.263(8).

In Booth Newspapers, Inc. v. University Of Michigan Board Of

Regents, 444 Mich. 211 (1993), the Supreme Court held that where a "public body" delegates its authority to a subcommittee or individual, that subcommittee or individual is subject to the Open Meetings Law. *Board of Regents* involved public access to the regents decision-making process with respect to the selection of the University of Michigan's president. The board delegated certain decision-making functions to a sole member who conducted the search process and reported to meetings of groups of the regents in groups that never comprised a quorum. The Court rejected the notion that this would avoid the strictures of the Open Meetings Law because the individual was exercising the authority of a public body, the regents. In particular, the Court held:

The Legislature did not grant any exception to specific types or forms of committees. Therefore, delegating the task of choosing a public university president to a one-man committee, such as Regent Brown, would warrant the finding that this one-man task force was in fact a public body.

444 Mich. at 226. See Goode v. Dep't of Social Services, 143 Mich.App. 756, 759 (1985).

Here, the statute vests the Emergency Manager with the powers of a public body within the meaning of the Open Meetings Law: the Emergency Manager "[a]ct[s] for and in the place and stead of the governing body and the office of chief administrative officer of the local government." Mich. Comp. Laws § 141.1549(2). It is noteworthy that the Open Meetings Law provides only a narrow scope for attorney-client privilege for a public body subject to its provisions. A public body may conduct a closed meeting "[t]o consult with its attorney regarding trial or settlement strategy in connection with specific *pending* litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body[.]" Mich. Comp. Laws § 15.268(e) (emphasis supplied). Thus, all of the Emergency Manager's deliberations with the State concerning the decision on whether or not to file are subject to the Open Meetings Law and are presumptively public. As such they cannot be viewed as confidential communications and cannot be privileged.

Even if the Emergency Manager could claim confidentiality with respect to his deliberations with the state concerning the decision to file, the breadth of the common interest asserted by the City and recognized by the Court's September 19 order is inconsistent with case law. Based on this assertion, the Governor refused to answer questions involving his discussion with Orr concerning a host of policy-related topics: the June 14 Proposal to Creditors; consideration to be provided to retirees whose pension benefits the City would impair; sales of City assets; the City's cash flow, and whether reductions in accrued pension benefits were necessary.⁶

The very first sentence in the City's opposition to the AFSCME Motion to Compel misconceives the state of the law in claiming that it "is well-established that the common interest privilege extends the attorney-client privilege to confidential communications between parties that share a substantially similar legal interest." Doc. 940 at \P 6.

A common-interest doctrine is anything but "well-established" in Michigan. Rather, "[t]he case law on the so-called common interest privilege or joint defense privilege is complicated and contradictory." *State Farm Mut. Auto. Ins. Co. v. Hawkins*, 2010 WL 2287454 at *7 (E.D. Mich. June 4, 2010) (unpublished).⁷ The *Hawkins* court noted that the Michigan Supreme Court has yet to adopt any common interest privilege and concluded that since the "the scope of the attorney-client privilege is narrow" in this state, "the Michigan Supreme Court would likely adopt [a] *narrow version* of the common interest privilege," *State Farm*, 2010 WL 2287454 at *7 (emphasis added).

⁶ See Deposition of Richard Snyder, dated October 9, 2013, Tr. at 12, 14, 430, 58, and 68. (Relevant excerpts collected as Attachment E to this brief).

⁷ See, e.g., Katharine Traylor Schaffzin, *An Uncertain Privilege: Why the Common Interest Doctrine Does Not Work and How Uniformity Can Fix It*, 15 B.U. Pub. Int. L.J. 49 (2005); Susan K. Rushing, *Separating the Joint-Defense Doctrine from the Attorney-Client Privilege*, 68 Tex. L. Rev. 1273 (1990).

Second, the City is simply wrong that to invoke the common interest doctrine, the parties' interests must only be "substantially similar," as opposed to "identical." Conspicuously absent from the City's Opposition, is the leading District Court case in this circuit, Libbev Glass, Inc. v. Oneida, Ltd., 197 F.R.D. 342 (N.D. Ohio 1999). Libbey Glass holds that the common interest must be "an identical legal interest with respect to the subject matter of the communication." Id. at 347 (citing Duplan Corp. v. Deering Milliken, 397 F.Supp. 1146, 1164 (D.S.C. 1974)) (emphasis added). Even the unpublished case that the City relies upon, Dura Global, Technologies, Inc. v. Magna Donnelly Corp., 2008 WL 2217682 (E.D. Mich. May 27, 2008) (unpublished), employs the "identical interest" standard. "[T]he common interest privilege permits the disclosure of privileged communication without waiving the privilege, provided that the parties have 'an identical legal interest with respect to the subject matter of the communication." Id. at *1 (quoting Libbey Glass, 197 F.R.D. at 347) (emphasis added).⁸

⁸ The City distorts the holding of the case upon which it principally relies, *In re Leslie Controls, Inc.*, 437 B.R. 493, 497 (Bankr. D. Del. 2010). In that case, the court wrote: "[w]hen the interests of the parties diverge to some extent the common interest doctrine applies 'only insofar as their interests [are] in fact *identical*; communications relating to matters as to which they [hold] opposing interests ... lose any privilege." *Id.* at 497 (quoting *In re Rivastigmine Patent Litigation*, 2005 WL 2319005, *4 (S.D.N.Y. Sept.22, 2005) (unpublished)) (emphasis added). Thus, *Leslie Controls* applies the "identical" standard; its earlier use of the phrase "substantially similar" is only meant to clarify that opposing parties may also benefit from the common interest privilege on certain issues in which they share identical

Although no court has defined the term "identical," "the level of similarity needed to satisfy the requirement that parties' interests be *identical* is implicitly very high." Schaffzin at 69-70 (emphasis in original). For example, the District of Utah has applied the common interest doctrine in a *qui tam* case where "co-plaintiffs [relator and the United States], [were] allied in their interest in this litigation in identifying ... false claims, proving them, obtaining statutory redress in the form of damages, and distributing the proceeds of this suit." U.S. ex rel. (Redacted) v. (Redacted), 209 F.R.D. 475, 479 (D. Utah 2001). The oneness of the sharing entities' interests is especially important when the entities are not parties to the same litigation because the common interest doctrine requires that the purpose of sharing communications be to obtain legal advice, Libbey Glass, 197 F.R.D. at 347-48 ("In theory, the common interest doctrine encourages parties working with a common purpose to benefit from the guidance of counsel, and thus avoid pitfalls that otherwise might impair their progress toward their shared objective.").

Simply put, the City and State's stated common "legal" interest in "rectifying the financial emergency in Detroit," Doc. 940 at ¶ 14 n.4, is much too broad to fall under the extremely limited extension of the attorney-client privilege that the common interest doctrine may provide. All parties – even those challenging

interests – as long as their *overall* legal interests are "at least substantially similar." *See id.* (quotation omitted).

the City's eligibility to pursue this case can be said to have an interest in "rectifying the financial emergency in Detroit." The City's position would make the privilege limitless.

The existence of a written "Common Interest Agreement" executed on September 12 – months after the City and State claimed in the Agreement to invoke the privilege and conspicuously close to the date that the City and State raised the common interest doctrine for the first time in this litigation – likewise does not provide the City or State a basis to claim the attorney-client privilege in their communications with each other. *Visual Scene*, 508 So. 2d at 441 n.4 ("Of course, the mere existence of an agreement between parties to keep documents confidential is not, in itself, sufficient to protect them from discovery under a claim of privilege.").

As governmental entities, it is especially critical that the City and State not be permitted to cloak their communications under the attorney-client privilege, even if the Court were to hold that those deliberations are not subject to the Open Meetings Law. In *Reed v. Baxter*, the controlling case on this issue, two firefighters sued a municipality for "reverse discrimination," claiming that the city hired an African American fire captain on account of his race without regard to other qualifying factors. *Reed v. Baxter*, 134 F.3d 351, 352 (6th Cir. 1998). The district court ruled that the attorney-client privilege protected the communications during a meeting at which the city attorney, the fire chief, the city manager, and two city council members discussed the promotion of the new fire captain. *Id*.

The Sixth Circuit vacated the district court's ruling. It noted that the court had "never explicitly" held that governmental entities may claim attorneyclient privilege. Id. at 356. The Court went on to hold that – assuming the privilege exists in the governmental context – because the city council members were not there to solicit the advice of the city attorney, they were third parties whose presence destroyed the attorney-client privilege. Id. at 358. In support of its decision, the Sixth Circuit noted that "courts and commentators have cautioned against broadly applying the [attorney-client] privilege to governmental entities." Id. at 357 (citing Restatement (Third) of the Law Governing Lawyers § 124, cmt. b; 24 Wright and Graham § 5475, at 126). The Court went on to explain that, "*[t]he governmental* privilege stands squarely in conflict with the strong public interest in open and honest government." Id. (emphasis added) (citing In re Grand Jury Subpoena Duces Tecum (Office of President v. Office of Indep. Counsel), 112 F.3d 910, 916, 920-21 (8th Cir. 1997)).

The Sixth Circuit's in requiring a heightened standard of governmental entities when invoking the attorney-client privilege has been followed by other circuits including the Seventh Circuit, *In re Witness Before Special Grand Jury* 2000-2, 288 F.3d 289, 293 (7th Cir. 2002) ("government lawyers have a higher, competing duty to act in the public interest" and are "obligated not to protect [their] governmental client[s] but to ensure [their] compliance with the law"), the Eighth Circuit, In re Grand Jury Subpoena Duces Tecum, 112 F.3d 910, 921, 922 (8th Cir. 1997) (declining to apply the common interest doctrine and holding that "to allow any part of the federal government to use its in-house attorneys as a shield against the production of information relevant to a federal criminal investigation would represent a gross misuse of public assets"), and the D.C. Circuit, In re Lindsey, 158 F.3d 1263, 1272 (D.C. Cir. 1998) ("government attorneys stand in a far different position from members of the private bar. Their duty is not to ... protect wrongdoers from public exposure ... [and] the loyalties of a government lawyer therefore cannot and must not lie solely with his or her client agency"). While the Seventh, Eighth, and D.C. Circuit holdings were in the context of criminal grand jury subpoenas, the United States Supreme Court has admonished courts that the attorney-client privilege should not be "appli[ed] differently in criminal and civil cases...." Swidler & Berlin v. United States, 524 U.S. 399, 400 (1998).

Michigan has no law explicitly protecting government-attorney-client privilege and, as noted above, the Open Meetings Law presumptively makes all deliberations of governmental bodies public and limits attorney-client privilege. In addition, in construing Michigan's Freedom of Information Act, Mich. Comp. Laws Ann. § 15.231 *et seq.*, the courts have held that Michigan has a "strong public policy favoring public access to government information, recognizing the need that citizens be informed as they exercise their role in a democracy, and the need to hold public officials accountable for the manner in which they discharge their duties." *Great Lakes Media v. City of Pontiac, Nos. 208306, 208320,* 2000 WL 33419383, *2 (Mich. App. May 19, 2000) (internal citation omitted).

The Court should grant this motion reconsider its September 19 decision and hold that the City and State are not entitled to claim any common interest privilege with respect to communications before the filing of this case.

CONCLUSION

The Court should compel production of documents (a) reflecting communications with restructuring counsel produced before the City retained Jones Day and (b) upon reconsideration of its September 19 order those dated before July 18, 2013 as to which a common-interest privilege was asserted.

Dated: New York, New York October 17, 2013

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SUMMARY OF ATTACHMENTS

The following documents are attached to this Motion, labeled in accordance with Local Rule 9014-1(b).

Exhibit 1		Proposed Form of Order
Exhibit 2		Intentionally Omitted (<i>Ex Parte</i> Motion to be File Concurrently)
Exhibit 3		Intentionally Omitted (No Brief Required)
Exhibit 4		Certificate of Service
Exhibit 5		Intentionally Omitted
Exhibit 6		Documentary Exhibits
	Exhibit A	10/2/13 Correspondence from T. Ciantra to B. Bennett
	Exhibit B	10/7/13 Correspondence from G. Irwin to T. Ciantra
	Exhibit C	10/7/13 Correspondence from G. Irwin to T. Ciantra
	Exhibit D	10/15/13 Email from G. Irwin re City of Detroit
	Exhibit E	Excerpts of Governor R. Snyder 10/9/13 Deposition

Exhibit 1

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UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION – DETROIT

2	X
In re:	Chapter 9
CITY OF DETROIT, MICHIGAN,	Case No.: 13-53846
Debtor.	Hon. Steven W. Rhodes

ORDER ON INTERNATIONAL UNION, UAW'S MOTION (A) TO COMPEL PRODUCTION OF DOCUMENTS WITHHELD ON GROUNDS OF PRIVILEGE AND (B) FOR RECONSIDERATION OF THIS COURT'S SEPTEMBER 19 ORDER ON PRIVILEGE ISSUES

This matter coming before the Court on the motion (the "Motion") of

the International Union, UAW's Motion (A) To Compel Production of Documents

Withheld on Grounds of Privilege and (B) For Reconsideration of This Court's

September 19 Order on Privilege Issues, and the Court having considered UAW's

Motion, and any responses thereto; and good cause appearing;

IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED.
- 2. The City is ordered to produce any documents reflecting

communications with restructuring counsel withheld on the grounds of attorney-

client privilege or under the work product doctrine which documents ante-date

March 11, 2013 when the City retained restructuring counsel;

3. The Court's September 19 Order on the UAW Motion to Compel is vacated and the City is ordered to produce documents withheld on the grounds of common interest privilege that reflect communications between the Emergency Manager (or his staff) and representatives of the State of Michigan which ante-date July 19, 2013.

4. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed on _____

Hon. Steven W. Rhodes United States Bankruptcy Judge

Exhibit 2

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Intentionally Omitted

Exhibit 3

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Intentionally Omitted

Exhibit 4

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UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION – DETROIT

7	X
In re:	Chapter 9
CITY OF DETROIT, MICHIGAN,	Case No.: 13-53846
Debtor.	Hon. Steven W. Rhodes

CERTIFICATE OF SERVICE

I hereby certify that on this the 17th day of October 2013, I caused the

International Union, UAW Motion to (A) Compel Production of Documents

Withheld on Grounds of Privilege and (B) For Reconsideration of This Court's

September 19 order on Privilege Issues to be filed with the Clerk of the Court

using the CM/ECF system, which will send notification of such filing to all

counsel of record.

Dated: New York, New York October 17, 2013

Cohen, Weiss and Simon LLP

By: <u>/s/ Babette A. Ceccotti</u> 330 West 42nd Street New York, New York 10036-6976 T: 212-563-4100 bceccotti@cwsny.com

Attorneys for International Union, UAW

Exhibit 5

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Intentionally Omitted

Exhibit 6

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Exhibit A

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Thomas N. Ciantra, Partner Tel: 212.356.0228 Fax: 646.473.8228 Cell: 917.748.9423 tciantra@cwsny.com www.cwsny.com

330 West 42nd Street • New York, NY 10036-6979

By E-mail

Bruce Bennett, Esq. Jones Day 555 South Flower Street, 50th Floor Los Angeles, California 90071

Re: In re City of Detroit

Dear Mr. Bennett:

Pursuant to Local Rule 7.1 of the U.S. District Court for the Eastern District of Michigan and Local Bankruptcy Rule 9014-1(g), I write to advise that International Union, United Automobile Workers ("UAW") intends to file a motion to compel discovery of certain documents identified on the privilege log accompanying the City of Detroit's document production and to seek to narrow the potential issues or documents that would be involved in such a motion. Because of the exigent schedule, UAW requests that the City respond to this correspondence by October 7, 2013.

The City has withheld numerous documents under an assertion of a Common Interest privilege with the State of Michigan. In opposition to the motion of Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO and Sub-Chapter 98, City of Detroit Retirees' Motion To Compel Testimony of Kevyn Orr and All Other City and State Witnesses Regarding City-State Communications Prior To July 17, 2013 (the "AFSCME Motion"), the City and the State entered into a common interest agreement "at the time of the appointment of the Emergency Manager" (¶10) and that "pursuant to PA 436, the City, acting through its Emergency Manager, and State share the same legal interest in 'rectify[ing] the financial emergency' and 'assur[ing] the fiscal accountability' of the City during the Emergency Manager's term of service." (¶11).

The September 12, 2013 Common Interest Agreement recites that "on or around the appointment of the Emergency Manager" the City and State entered into a verbal common interest agreement. In its opposition to the AFSCME Motion, the City notes that "Mr. Orr was appointed to the position of "emergency financial manager" for the City by the Local Emergency Financial Assistance Loan Board created under the Emergency Municipal Loan Act, M.C.L. §§ 141.931-141.942, on March 15, 2013, pursuant to Public Act 72 of 1990 of the State of Michigan, also known as the Local Government Fiscal Responsibility Act, M.C.L. §§ 141.1201 141.1291. Mr. Orr formally took office as the emergency financial manager for the City under PA 72 on March 25, 2013."

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Accordingly, and at a minimum, documents which antedate March 15, 2013, cannot be covered by the common interest privilege with the State that the City has asserted here. Yet, the privilege log produced with the documents identifies a number of documents dated before March 15, 2013, on which common interest privilege is asserted. UAW requests production of these documents, to wit:

PRIV0349	PRIV10606	PRIV7273	PRIV8825	PRIV8923
PRIV0405	PRIV10621	PRIV7274	PRIV8826	PRIV8924
PRIV0484	PRIV10629	PRIV7280	PRIV8841	PRIV8925
PRIV0565	PRIV10645	PRIV7283	PRIV8898	PRIV8926
PRIV10482	PRIV2930	PRIV7284	PRIV8900	PRIV8931
PRIV10483	PRIV2931	PRIV7287	PRIV8901	PRIV9732
PRIV10509	PRIV3401	PRIV7289	PRIV8902	PRIV9733
PRIV10544	PRIV7219	PRIV7571	PRIV8903	PRIV9749
PRIV10556	PRIV7220	PRIV7596	PRIV8904	PRIV9830
PRIV10557	PRIV7232	PRIV8784	PRIV8905	PRIV4959
PRIV10568	PRIV7242	PRIV8823	PRIV8906	
PRIV10592	PRIV7268	PRIV8824	PRIV8910	

Attachment A to this letter are the entries on the City's privilege log for the above items.

In addition, the City has claimed attorney-client privilege for a host of documents to or from Jones Day which antedate Jones Days' retention by the City of Detroit which we understand to have been March 11, 2013. The possible basis for the assertion of privilege in the case of these documents (most of which are dated 2012) is not clear and we would request their production:

PRIV2930	PRIV2931	PRIV5630	PRIV0414	PRIV0411	PRIV0408
PRIV0407	PRIV9749	PRIV0405	PRIV0399	PRIV0400	PRIV0397
PRIV0398	PRIV0395	PRIV9745	PRIV0394	PRIV0386	PRIV0388
PRIV0378	PRIV0380	PRIV0381	PRIV0382	PRIV0383	PRIV9742
PRIV0375	PRIV0376	PRIV0377	PRIV0373	PRIV9739	PRIV9740
PRIV0369	PRIV0370	PRIV0371	PRIV0372	PRIV9738	PRIV0359
PRIV0348	PRIV0349	PRIV0565	PRIV0566	PRIV0344	PRIV0342
PRIV0335	PRIV0340	PRIV0339	PRIV9731	PRIV0333	PRIV5755
PRIV5968	PRIV9726	PRIV0321	PRIV0322	PRIV9719	PRIV9720
PRIV5698	PRIV5710	PRIV0267	PRIV0523	PRIV0524	PRIV5662
PRIV5663	PRIV5664	PRIV5665	PRIV0308	PRIV0310	PRIV5658
PRIV5660	PRIV0521	PRIV0519	PRIV0520	PRIV0517	PRIV0505
PRIV0506	PRIV0507	PRIV0508	PRIV0509	PRIV0511	PRIV0512
PRIV0513	PRIV0514	PRIV5656	PRIV0301	PRIV0302	PRIV0303
PRIV0304	PRIV0305	PRIV0306	PRIV0307	PRIV9692	PRIV0298
PRIV0502	PRIV5652	PRIV0297	PRIV0494	PRIV0496	PRIV0497



PRIV0498	PRIV0499	PRIV0555	PRIV0551	PRIV0553	PRIV5649
PRIV5650	PRIV0296	PRIV0493	PRIV9672	PRIV9685	PRIV4890
PRIV0277	PRIV5637	PRIV9661	PRIV9664	PRIV9667	PRIV9660

Attachment B to this letter are the entries on the City's privilege log for the above items.

With respect to a number of other documents identified on the privilege log where common interest privilege is asserted there is insufficient detail for UAW to determine whether the privilege is properly invoked. With respect to the following, no attorney is identified in connection with the document:

PRIV0020	PRIV3012	PRIV4334	PRIV7284	PRIV8416
PRIV0081	PRIV3084	PRIV4335	PRIV7287	PRIV8417
PRIV0086	PRIV3118	PRIV4336	PRIV7289	PRIV8418
PRIV0093	PRIV3142	PRIV4338	PRIV7516	PRIV8419
PRIV0224	PRIV3144	PRIV4403	PRIV7523	PRIV8420
PRIV0458	PRIV3165	PRIV4406	PRIV7524	PRIV8450
PRIV0732	PRIV3185	PRIV4407	PRIV7525	PRIV8530
PRIV0979	PRIV3208	PRIV4423	PRIV7540	PRIV8531
PRIV0980	PRIV3210	PRIV4424	PRIV7566	PRIV8532
PRIV0981	PRIV3211	PRIV4427	PRIV7567	PRIV8542
PRIV10423	PRIV3236	PRIV4461	PRIV7569	PRIV8543
PRIV10635	PRIV3276	PRIV4490	PRIV7674	PRIV8544
PRIV10636	PRIV3332	PRIV6275	PRIV7679	PRIV8567
PRIV10637	PRIV3333	PRIV6483	PRIV7813	PRIV8636
PRIV10730	PRIV3368	PRIV6569	PRIV7814	PRIV8647
PRIV10767	PRIV3415	PRIV6601	PRIV8005	PRIV8664
PRIV10800	PRIV3428	PRIV6645	PRIV8006	PRIV8664
PRIV10801	PRIV3460	PRIV7121	PRIV8152	PRIV8666
PRIV10802	PRIV3602	PRIV7165	PRIV8153	PRIV8667
PRIV10803	PRIV3765	PRIV7173	PRIV8220	PRIV8668
PRIV10804	PRIV3795	PRIV7221	PRIV8223	PRIV8694
PRIV10805	PRIV3798	PRIV7228	PRIV8390	PRIV8695
PRIV10848	PRIV3979	PRIV7234	PRIV8391	PRIV8696
PRIV1351	PRIV3981	PRIV7242	PRIV8393	PRIV8713
PRIV1527	PRIV3991	PRIV7247	PRIV8405	PRIV8823
PRIV2315	PRIV4022	PRIV7248	PRIV8406	PRIV8825
PRIV2316	PRIV4066	PRIV7253	PRIV8407	PRIV8826
PRIV2317	PRIV4079	PRIV7260	PRIV8411	PRIV8890
PRIV2744	PRIV4183	PRIV7267	PRIV8412	PRIV8894
PRIV2750	PRIV4230	PRIV7268	PRIV8413	PRIV8900
PRIV2944	PRIV4233	PRIV7274	PRIV8414	PRIV8901
PRIV2982	PRIV4266	PRIV7283	PRIV8415	PRIV8902



PRIV8903	PRIV8905	PRIV8907	PRIV9018	PRIV9442
PRIV8904	PRIV8906	PRIV8932	PRIV9355	

Attachment C to this letter are the entries on the City's privilege log for the above items.

With respect to the following documents no source or recipient of the document is identified:

PRIV0088	PRIV10627	PRIV8637
PRIV0089	PRIV10628	PRIV8639
PRIV0090	PRIV10631	PRIV8648
PRIV0094	PRIV10632	PRIV8650
PRIV0094	PRIV1955	PRIV8699
PRIV0450	PRIV2697	PRIV8700
PRIV0451	PRIV2698	PRIV8785
PRIV0484	PRIV3060	PRIV8824
PRIV10454	PRIV3401	PRIV8895
PRIV10500	PRIV3417	PRIV8954
PRIV10509	PRIV4416	PRIV8955
PRIV10510	PRIV5371	PRIV9443
PRIV10518	PRIV5372	PRIV9733
PRIV10519	PRIV6131	PRIV9750
PRIV10523	PRIV6139	
PRIV10524	PRIV6232	
PRIV10526	PRIV6315	
PRIV10527	PRIV6390	
PRIV10545	PRIV6984	
PRIV10546	PRIV7148	
PRIV10553	PRIV7225	
PRIV10554	PRIV7505	
PRIV10563	PRIV7571	
PRIV10564	PRIV7602	
PRIV10566	PRIV7680	
PRIV10567	PRIV8008	
PRIV10597	PRIV8339	
PRIV10598	PRIV8399	
PRIV10599	PRIV8431	
PRIV10600	PRIV8432	
PRIV10612	PRIV8433	
PRIV10613	PRIV8534	
PRIV10614	PRIV8535	
PRIV10625	PRIV8537	
PRIV10626	PRIV8538	



Attachment D to this letter are the entries on the City's privilege log for the above items. In some of these cases the document description notes that it discusses or contains a privileged communication but it does not identify the participants in that communication. In such cases we would ask that the attorney involved be identified and the documents be produced redacting the material the City contends is privileged.

Our review of the privilege log has been complicated by the fact that while the City has produced a number of documents with redactions, it has not cross referenced the Bates number on the production to the item numbers on the privilege log. Thus, it is not clear (in many cases) the bases for the redaction. Please provide us with a log with the necessary crossreferences.

I look forward to reviewing your response.

Very truly yours,

Menn N. Cumti

Thomas N. Ciantra

TNC:vlf Enclosures

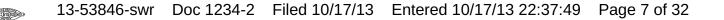


EXHIBIT A

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Privilege log sorted for Common Interest entries prior to 3/15/13

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Doc Type	Parent	Parent	Attachment	Parent		Parent	Attachment	Parent
Redaction	N	٤	Q	Yes	Q	°.	Q	Q
Privilege Description	Email Reflecting Confidential Attorney-Chient Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	Ernail Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	Draft Mernorandum Prepared In Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Pre- Petition Litigation Issues.	Email Providing Confidential Legal Advice Re: Chapter 9 Bankruptcy Filing issues.	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* And Reflecting Common Legal Interest Re: Contract Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency issues.	fidential munications And egal Interest
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC				Seidman, Jennifer*				
00	Sawyer, Hugh	Ball, Continne'; Slawyer, Hugh: Elitman, Jeffrey*; Buckfire, Kenneth; Herman, Kyle; Marcero, Leura: Marken, Sanjay; Stibitz, Brom; Erickson, Stuart; Kates, David*; Wilson, Thomas*		Lennox, Heather*	Cheryl Johnson, Gaurav.malhotra@ey.co m	Jerneycic, Daniel		
Recipient	Buckfire, Kenneth; Herman, Kyle; Ball, Corinne*; Lennox, Heather*; Eilman, Jeffrey*	, ten	· · · · · · · · · · · · · · · · · · ·	Sawyer, Hugh	Sama, Shavi	Cheryl Johnson, Denise Gardner		Saxton, Thomas
Author	Marcero, Laura	Lennox, Heather" Lennox, Heather"		Ellman, Jeffrey⁺	Brown, Chris	Brown, Chris		Bowman, Barbara*
Date	3/29/2012	3/3/2012	2/18/2013	5/14/2012	3/8/2012	12/15/2011	8/8/2012	6/1/2012
Privlog ID	PRIV0349	PRIV0405	PRIV0484	PRIV0565	PRiV10482	PRIV10483	PRIV10509	PRIV10544

1 of 8

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Privilege log sorted for Common Interest entries prior to 3/15/13

Priviog ID Date Author PRIV10556 5/16/2012 P PRIV10557 5/16/2012 P PRIV10568 3/16/2012 P		Recipient	8	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
5/16/2012 5/16/2012 3/29/2012								
5/16/2012					Attorney Client	Draft Mamorandum Doffacting	ALA	Attachmont
5/16/2012					HUDDIEY CIERT			NIANNORIN
5/16/2012					Common Interest	Confidential Attorney-Client		
5/16/2012					(Joint Defense)	Communications And Reflecting		
5/16/2012 3/29/2012						Common Local Interest Ber Solvenov		
5/16/2012 3/29/2012								
3/29/2012					Attorney Client	Draft Memorandum Reflection	No	Attachment
3/29/2012	-						2	
3/29/2012					Common Interest	Contidential Attorney-Client		
3/29/2012					(Joint Defense)	Communications And Reflecting		
3/29/2012						Common Legal Interest Re: Solvency		
3/29/2012						Issues.		
	Bowman, Barbara* S	Saxton, Thomas			Attorney Client	Email Reflecting Confidential	No	Parent
		-		-	Common Interest	Attorney-Client Communications And		
					(Joint Defense)	Reflecting Common Legal Interest		
						Re: Restructuring Issues.		
PRIV10592 3/28/2012 Bowman	Bowman, Barbara* S	Saxton, Thomas			Attorney Client	Email Reflecting Confidential	No	Parent
					Common Interest	Attorney-Client Communications And		
					(Joint Defense)	Reflecting Common Legal Interest		
·········						Re: Solvency Issues.		
PRIV10606 3/26/2012 Bowman	Bowman, Barbara* S	Saxton, Thomas			Attorney Client	Email Reflecting Confidential	No	Parent
					Common Interest	Attorney-Client Communications And		
					(Joint Defense)	Reflecting Common Legal Interest		
						Re: Solvency Issues.		
PRIV10621 3/23/2012 Bowman	Bowman, Barbara⁺ S	Saxton, Thomas			Attorney Client	Email Reflecting Confidential	No	Parent
		•			Common Interest	Attornev-Client Communications And		
					(Inint Defense)	Reflecting Common Legal Interest		
						re: Joivency Issues.		
PRIV10629 3/21/2012 Bowman,	Bowman, Barbara* S	Saxton, Thomas			Attorney Client	Email Reflecting Confidential	^Q No	Parent
					Common Interest	Attorney-Client Communications And		
					(Joint Defense)	Reflecting Common Legal Interest		
						Re: Solvency Issues.		
PRIV10645 3/5/2012 Bowman,	Bowman, Barbara* S	Saxton, Thomas			Attorney Client	Email Providing Confidential Legal	No	Parent
					Common Interest	Advice And Reflecting Common Legal		
					(Joint Defense)	Interest Re: Solvency Issues.		
PRIV2930 6/2/2005 Crumpler	Crumpler, Donita B	Bowen, Glenn; Warren,	Miller, Evan*; Griffin		Work Product	Spreadsheet Prepared in Anticipation	^o N	Attachment
Moore, Charles		Karherine	Heck, Sarah*; Green,			of Litigation Re: Employee Pension		
			Saul*			Fund Obligation Issues,		
PRIV2931 6/30/2006 Moore, Charles		enn; Warren,	Miller, Evan*; Griffin		Work Product	Report Prepared in Anticipation of	Yes	Attachment
	×	Karhenne	Heck, Sarah*; Green,			Litigation Re: Employee Pension		
			Saul*			Fund Obligation issues.		

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Privilege log sorted for Common Interest entries prior to 3/15/13

Privlog ID	Date	Author	Recipient	cc	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV3401	3/14/2013					Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Draft Notes Prepared in Anticipation Product Common of Litigation Reflecting Confidential Interest (Joint Defense) Attorney-Client Communications with Byra, Michelle* And Reflecting Common Legal Interest Re: Pre- Petition Litigation Issues. Appointment of Kevyn Orr as EM	Ŷ	Attachment
PRIV7219	5/11/2012	Crittendon, Krystal*	Snyder, Rick			Attorney Citent Common Interest (Joint Defense)	Letter Reflecting Confidential Attorney-Cilient Communications with Crittendon, Krystal* And Reflecting Common Legal Interest Re: Legislative Issues	No	Attachment
PRIV7220	5/16/2012	Dillon, Andy	Crittendon, Krystal*			Attorney Client Common Interest (Joint Defense)	ons with ecting	Q	Attachment
PRIV7232	5/16/2012	Dillon, Andy	Crittendon, Krystal ^a				Letter Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Barent
PRIV7242	3/25/2012	Dembowski, Christopher State of Michigan; City of Detroit	State of Michigan; City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* Re: Tax issues.	Q	Parent
PRIV7268	3/27/2012		State of Michigan; City of Detroit			Attorney Client Common Interest (Joint Defense)	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* And Reflecting Common Legal Interest Re: Tax Issues.	¢N	Parent
PRIV7273	6/27/2012		State of Michigan; City of Detroit			Attorney Client Common Interest (Joint Defense)	Draft Memorandum Prepared in the Course of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Tax Issues.	Ŷ	Parent

Date	Author	Recipient	22	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
1		State of Michigan, City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandrum Prepared in the Course of Litigation Reflecting Confidential Attorney. Client Communications with Detroit Corporation Counsel* Re: Tax Issues.	Ŷ	Parent
6/27/2012		State of Michigan, City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* Re: Tax Issues.	C C C C C C C C C C C C C C C C C C C	Parent
3/26/2012		State of Michigan, City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Communication Counsel* Re: Tax Issues.	N	Parent
3/25/2012	BPWOODRUFF	State of Michigan; City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared In Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* Re: Tax issues.	NO	Parent
3/25/2012	BPWOODRUFF	State of Michigan; City of Detroit			Attorney Client Common Interest (Joint Defense)	Memorandum Reflecting Confidential 1 Attorney-Client Communications with Detroit Corporation Courset* And Reflecting Common Legal Interest Re: Tax issues.	ON	Parent
5/16/2012		State of Michigan; City of Detroit			Attorney Client Common Interest (Joint Defense)	Memorandum Reflecting Confidential In Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	OM	Parent
1/13/2013					Attorney Client Common Interest (Joint Defense)	Draft Report Reflecting Confidential In Attorney-Client Communications with Detroit Corporation Courset* And Reflecting Common Legal Interest Re: Restructuring Issues.	о _М	Parent

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Priviog ID	Date	Author	Recipient	20	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV7596	2/19/2013	Dillon, Andy; Burks, Darrell: Goldsberry, Ronald; Headen, Frederick*, McTavish, Thomas: Whipple, Kenneth	Snyder, Rick	Bing, David; Detroit City Councilmen; Bolger, James: Richardville, Randy		Attorney Client Common Interest (Joint Defanse)	Memorandum Reflecting Confidential Attorney-Client Communications with Headen, Frederick* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ŷ	Parent
PRIV8784	1/14/2013	Andrews, Kriss	Gannon, Chris: Brown, Wendy; Satchel, Lamont; Arya, Vishal; Herman, Kyle; McGee, Michael*; Taranto, Suzanne	Moore, Charles; Andrews, Kriss; Aquart, Patrick: Martin, Jack; Malhotra, Gaurav*; Buckfire, Kenneth; Saxton, Thomas		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Employee Healthcare Obligation Issues.	Q	Parent
PRIV8823	12/31/2012	Dillon, Andy	Moore, Charles			Attorney Client Common Interest (Joint Defense)		°ž	Parent
PRIVB824	12/31/2012					Attorney Client Work Product Common Interest (Joint Defense)	Anticipation Infidential cations with sel* And I Interest	Ê	Attachment
PRIV8825	12/29/2012	Moore, Charles	Dillon, Andy			Attorney Client Common Interest (Joint Defense)	-	Ŷ	Parent
PRIV8826	12/28/2012	Dillon, Andy	Moore, Charles			অ	Ernail Requesting Legal Advice And Reflecting Common Legal Interest Re: Employee Healthcare Obligation Issues.	°Z	Parent
PRiV8841	12/23/2012	Dillon, Andy	Saxton, Thomas; Stibitz, Brom; Headen, Frederick*, Moore, Charles; Whipple, Kenneth; Pierce, Sandra; Baird, Richard			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Defroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	2	Parent

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CII Bohind	Date	Author	Recipient	2	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRiV8898	12/12/2012	Doak, James*	Dillon, Andy: Saxton, Thomas; Stibitz, Brom; Andrews, Kriss; Malhotra, Gaurav [*] ; Conway, Van; Moore, Charles	Buckfire, Kenneth; Erickson, Stuart; Herman, Kyle		Attorney Client Common Interest (Joint Defense)	ons with And erest	Ş	Parent
PRIV8900	12/12/2012	Dillon, Andy	Moore, Charles	Hichez, Amy		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* And Reflecting Common Legal Interest Res: Restructuring issues.	ŝ	Parent
PRIV8901	12/12/2012	Dillon, Andy	Moore, Charles	Hichez, Amy		Attorney Client Common Interest (Joint Defense)	ons with And erest	о <mark>х</mark>	Parent
PRIV8902	12/12/2012	Hichez, Any	Moore, Charles			Attorney Client Common Interest (Joint Defense)	ons with And erest	Q	Bacent
PRIV8903	12/12/2012	Moore, Chartes	Hichez, Amy			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	2	Parent
PRIV8904	12/12/2012	Hichez, Amy	Moore, Charles			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	ON .	Parent
PRIV8905	12/12/2012	Moore, Charles	Dillon, Andy	Hichez, Amy		Attorney Client Common Interest (Joint Defense)	ons with And terest	Q	Parent
PRIV8906	12/12/2012	Dillon, Andy	Moore, Charles	Hichez, Amy		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Q	Parent

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	Author	Recipient	8	BCC	Privilege Asserted	Privilege Lescription	Kedacijoli	Doc 1ype
12/10/2012	12 Dillon, Andy	Moore, Charles			Attorney Client	Email Reflecting Confidential	No	Parent
					Common Interest	Attorney-Client Communications with		
					(Joint Defense)	Detroit Corporation Counsel* And		
						Reflecting Common Legal interest		
						Re: Restructuring Issues.		
PRIV8923 12/10/2012	12 Dillon, Andy	Moore, Charles			Attorney Client	Email Reflecting Confidential	No	Parent
					Common Interest	Attorney-Client Communications with		
					(Joint Defense)	Detroit Corporation Counsel* And		
						Reflecting Common Legal Interest		
-						Re: Restructuring Issues.		
PRIV8924 12/10/2012	12 Moore, Charles	Dilton, Andy	Stibitz, Brom; Saxton,		Attorney Client	Email Reflecting Confidential	No	Parent
			Thomas; Spillane,		Common Interest	Attorney-Client Communications with		
			Thomas*	-	(Joint Defense)	Detroit Corporation Counsel* And		
						Reflecting Common Legal Interest	••••••	
						Re: Restructuring Issues.		
PRIV8925 12/10/2012	12 Hand, Kevin	Gannon, Chris; Moore,			Attorney Client	Email Reflecting Confidential	ç	Parent
		Charles			Common Interest	Attorney-Cilent Communications with		÷
					(Joint Defense)	Detroit Corporation Counsel* And		
						Reflecting Common Legal Interest		
						Re: Restructuring Issues.		
PRIV8926 12/10/2012	12 Gannon, Chris	Moore, Charles; Hand,			Attorney Client	Email Reflecting Confidential	No	Parent
		Kevin			Common Interest	Attorney-Client Communications with		
					(Joint Defense)	Detroit Corporation Counsel* And		
						Reflecting Common Legal Interest		
						Re: Restructuring Issues.		
PRIV8931 12/9/2012	2 Dillon, Andy	Stibitz, Brom; Saxton,			Attorney Client	Email Reflecting Confidential	Yes	Parent
		Thomas; Moore,			Common Interest	Attorney-Client Communications with		
		Charles; Spíliane,			(Joint Defense)	Detroit Corporation Counsel* And		
		Thomas*				Reflecting Common Legal Interest		
						Re: Restructuring Issues,		
PRIV9732 6/5/2012					Attorney Client	Memorandum Reflecting Confidential	Yes	Attachment
					Common Interest	Attorney-Client Communications And		
		-			(Joint Defense)	Reflecting Common Legal Interest		
						Re: Restructuring Issues.		
PRIV9733 6/5/2012					Attorney Client	Memorandum Reflecting Confidential	Yes	Attachment
					Common Interest	Attorney-Client Communications And		
					(Joint Defense)	Reflecting Common Legal Interest		17
						Re: Labor Negotiation Contract		

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Privlog ID	Date	Author	Recipient	8	BCC	Privilege Asserted	Privilege Description	Redaction
PRIV9749	3/2/2012	Sawyer, Hugh	Ellman, Jeffrey*; Buckfire, Kenneth	Lennox, Heather [*] ; Bail, Corinne*, Wilson, Thomas*; Herman, Kyle: Erickson, Stuart; Marcero, Laura		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	°.
PRIV9830	3/5/2012	Wilson, Thomas*	Dillon, Andy; Ball, Corinne*; Kates, David*; Lennox, Heather*; Sawyer, Hugh; Buckfire, Kenneth; Herman, Kyle; Marken, Sanjay; Erickson, Stuart; Erickson, Stuart;			Attorney Client Common Inferest (Joint Defense)	Email Providing Confidential Legal Advice And Reflecting Common Legal Interest Re: Restructuring Issues.	2

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Attomey-Client Communications And Reflecting Common Legal Interest Re: Labor Negotiation Issues.

Attorney Client Common Interest (Joint Defense)

Brom Keelean, Edward*; Stibitz, Brom

Satchel, Lamont

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EXHIBIT B

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Priviog ID	Date	Author	Recipient	20	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV2930	6/2/2005	Crumpler, Donita Moore, Charles	Bowen, Glenn, Warren, Karherine	Miller, Evan*, Griffin Heck, Sarah*, Green, Saul*		Work Product	Spreadsheet Prepared in Anticipation of Litigation Ra. Employee Pension Fund Obligation Issues.	°Z.	Attachment
PRIV2931	6/30/2006	Moore, Charles	Bowen, Glenn; Warren, Karherine	Miller, Evan*; Griffin Heck, Sarah*; Green, Saul*		Wark Product	Report Prepared in Anticipation of Litigation Re: Employee Pension Fund Obligation Issues.	Yes	Attachment
PRIV5630	3/6/2011	Kates, David*	Lennox, Heather": Wilson, Thomas*: Eliman, Jeffrey*; Bail, Corinne*	Rudd, Megan*		Work Product	Anticipation of Petition Litigation	Yes	Attachment
PRIV0414	1/6/2012	Eliman, Jeffrey*	Ball, Corinne", Lennox, Heather", Wilson, Thomas"	Shumaker, Michael*	· · · · ·	Attorney Citent	Email Reflecting Confidential Atomey- Client Communications Re: Chapter 9 Bankruptcy Filing Issues.	Yes	Parent
PRIV0411	2/29/2012	Buckfire, Kenneth	Ball, Cortyne*; Lennox, Heather*	Sawyer, Hugh; Erickson, Stuart; Herman, Kyle; Marken, Sanjay		Attorney Client	Ernali Providing Confidential Legal Advice Re: Chapter 9 Bankruptcy Filing Issues.	N	Parent
PRIV0408	3/1/2012	Herman, Kyle	Wilson, Thomas*; Lennox, Heather*; Eliman, Jeffrey*; Ball, Corinne*	Marken, Sanjay; Buckfire, Kenneth; Erickson, Stuart		Attorney Ctient	Email Reflecting Confidential Attorney- Client Communications Re: Restructuring Issues.	2	Parent
PRIV0407	3/2/2012	Elman, Jefrey*	Ball, Corinne*	Lennox, Heather*; Wilson, Thomas*		Attorney Client Work Product	Email Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Citent Cormmunications Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
PRIV9749	3/2/2012	Sawyar, Hugh	Eliman. Jeffrey*; Buckfire, Kenneth	Lennox, Heather"; Ball, Corinne '; Wilson, Thomas': Herman, Kyle; Erickson, Stuart; Marcero, Laura		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	Q	Parent

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Attorney Common Interest (Joint Defense)	Attorney Client	Attorney Client	Attorney Citent	Attorney Client	Attorney Client
Bail, Corinne*; Sawyer, Hugh: Eilman, Jeffrey*; Buckfire, Kenneth; Herman, Kyle: Marcero, Laura: Marken, Sanjay; Stibitz, Brom, Erickson, Stuart, Kates, David*; Wilson, Thomas*	Rudd, Megan*	Bail, Corinte *, Kates, David*, Lennox, Heather*, Ellman, Jeifrey*, Buckfire, Kenneth; Herman, Kyle; Marcero, Laura; Marken, Sanjay; Eńckson, Stuart	Bail, Corinne': Eliman, Jeffrey'; Rudd, Megan'; Wilson, Thomas*	Ball, Corinne': Kates, David': Elitnan, Jeffrey'; Buckfire, Kenneth; Herman, Kyle: Marcero, Laura: Marken, Saniay; Erickson, Stuart; Wilson, Thomas"	Kates. David*: Lennox. Heather*: Buckfire. Kenneth: Herman, Kyle; Marcero. Laura; Marken, Sanjay: Erickson, Stuart; Witson. Thornas*
Dillon, Andy	Lennox, Heather*, Wilson, Thomas*, Eilman, Jeffrey*; Bail, Corinne*	Sawyer, Hugh	Lermox, Heather*	Sawyer, Hugh	Ball, Corinne*: Eilman, Jeffrey*
Lennox, Heather* Lennox, Heather*	Kates, David*	Wilson, Thomas*	Kates, David*	Lennox, Heather*	Sawyer, Hugh
3/3/2012	3/6/2012	3/6/2012	3/7/2012	37/2012	3/10/2012
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Attorney Client	Attorney Client	Attorney Client	Attomey Client	Attorney Client	Attorney Client	Attorney Client
Kates, David*, Lennox, Heather*, Buckfire, Kenneth; Herman, Kyle; Marcero, Laura; Marken, Saniay; Erickson, Stuart; Wilson, Thomas*	jdidenato@huronconsulting group.com	Eliman, Jeffrey*	Erickson. Stuart, Herman, Kyle; Marken, Sanjay	Buckfire, Kenneth: Sawyer, Hugh; Herman, Kyle; Ball, Corinne*: Lennox, Heather*: Wilson, Thomas*: Kates, David*	Wilson, Thomas*, Marken, Sanjay	Ball, Corinne*, Kates, David*, Lennox, Heather*, Sawyer, Hugh; Buckfire, Kenneth, Marcero, Laura; Marken, Sanjay; Wilson, Thomas*
Ball, Corinne*, Ellman, Jeffrey*	Ball, Corinne*; Lennox, Heather*; Eliman, Jeffrey*	Lennox, Heather*, Kates, David*, Wilson, Thomas*	Sawyer, Hugh, Marcero, Laura; Ball, Corinne*; Lennox, Heather*; Ellman, Jeffrey*	Marcero, Laura	Herman, Kyle: Buckfire, Kennettr, Sawyer, Hugh; Ellman, Jeffrey*, Kates, David*, Lermox, Heather*; Ball, Corinne*	Herman, Kyle
Sawyer, Hugh	Sawyer, Hugh	Bail, Corime	Buckfire, Kenneth	Ellman, Jeffrey*	Marcero, Laura	Eliman, Jeffrey*
3/11/2012	3/13/2012	3/16/2012	3/16/2012	3/21/2012	3/21/2012	3/21/2012
PRIV9745	PRIV0394	PRIV0386	PRIV0388	PRIV0378	PRIV0380	PRIV0381

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Client	Attorney Client	Attorney Citent	Work Product	Attorney Client	Attorney Client	Attorney Cilent
Wilson, Thomas', Marcero, Laura, Marken, Sanjay	Marcero, Laura	Marcero, Laura	Buckfire, Kenneth, Herman, Kyle: Sawyer, Hugh	Sawyer, Hugh	Buckfire, Kenneth; Sawyer, Hugh; Ball, Corinne*; Lennox, Heather*; Wilson, Thomas*; Kales, David*; Erickson, Stuart, Marken, Sanjay	Sawyer, Hugh
Buckfire, Kennelh; Sawyer, Hugh; Ellman, Jeffrey*; Kates, David*; Lennox, Heather*; Ball, Corinne*	Buckfire, Kenneth, Ball, Corinne*, Lennox, Heather*, Herman, Kyle; Erickson, Stuart, Ellman, Jeffrev	Buckfire, Kenneth; Ball, Coninne*, Lennox, Heather*, Herman, Kyle; Erickson, Stuart; Ellman, Jeffrev*	Ball, Corinne*, Lennox, Heather*, Ellman, Jeffrey*	Buckfire, Kenneth; Herman, Kyle; Ball, Corinne*, Lennox, Heather*, Eilman, Jeffrey*	Herman, Kyle, Marcero, Laura	Buckfire, Kenneth; Herman, Kyle; Ball, Corinne*; Lennox, Heather*; Ellman, Jeffrey*
Herman, Kyle	Sawyer, Hugh	Sawyer, Hugh	Marcero, Laura	Marcero, Laura	Eilman, Jeffrey* Eilman, Jeffrey*	Marcero, Laura
3/21/2012	3/21/2012	3/21/2012	3/22/2012	3/22/2012	3/22/2012	3/23/2012
PRIV0382	PRIV0383	PRIV9742	PRIV0375	PRIV0376	PRIV0377	PRIV0373

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Attorney Client	Attorney Client	Attorney Client	Attorney Ollent	Attorney Client	Attorney Client Work Product	Attorney Citent
Herman, Kyle; Ball, Corinne*: Lennox, Heather*: Sawyer, Hugh; Buckfire, Kenneth; Wilson, Thornas*: Kates, David*; Marken, Sanjay: Erickson, Stuart	Eilman, Jeffrey*, Marken, Sanjay	Ball, Corinne', Lennox, Heather', Sawyer, Hugh; Buckfire, Kenneth, Marken, Sanjay; Wilson, Thomas*, Erickson, Stuart	Ball, Corinne*, Lennox, Heather*, Sawyer, Hugh; Buckfire, Kenneth; Herman, Kyle, Marken, Sanjay, Wilson, Thomas*	Sawyer, Hugh	Lennox, Heather*	Ball, Corinne*, Lennox, Heather*; Sawyer, Hugh; Buckfire, Kenneth; Herman, Kyle; Wilson, Thomas*
Eliman, Jeffrey*	Herman, Kyle	Eliman, Jeffrey*; Marcero, Laura	Marcero, Laura	Buckfire, Kenneth; Herman, Kyle, Marken, Sarrjay; Ball, Coninne*; Lermox, Heather*, Ellman, Jeffrey*	, Kyle	Marcero, Laura
Marcero, Laura	Marcero, Laura	Herman, Kyle	Ellman, Jeffrey*	Marcero, Laura	3/24/2012 Eliman, Jeffrey*	Elfman, Jeffrey* Elfman, Jeffrey*
3/23/2012	3/23/2012	3/24/2012	3/24/2012	3/24/2012	3/24/2012	3/24/2012
PRIV9739	PRIV9740	PRIV0369	PRIV0370	PRIV0371	PRIV0372	PRIV9738

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2	<u>9</u>	Ŷ	Yes	Yes	Yes	02	No	ON
Ernar Frowors, Compensar Lega Advice Re: Chapter 9 Bankruptcy Filing Issues.	Email Requesting Legal Advice Re: Labor Negotiation Contract Issues.	Email Reflecting Confidential Attorney- Client Communications and Reflecting Common Legal Interest Re: Restructuring Issues.	Ermail Providing Confidential Legal Advice Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Restructuring (seues.	Ernait Providing Confidential Legal Advice Re: Restructuring Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Restructuring Issues.	Ermail Reflecting Confidential Attorney- Client Communications Re: Chapter 9 Bankruptcy Filing Issues.	Ernait Reflecting Confidential Attorney- Citient Communications with Jones Day* Re: Chapter 9 Bankruptcy Filling Issues.
Client	Attorney Client	Attorney Client Common Interest (Joint Defense)	Attorney Client	Attorney Client	Attorney Citent	Attorney Cilent	Attorney Client	Attorney Client
			Seidman, Jennifer*					
vawyer, rugn	Sawyer, Hughi, Wilson, Thomas*	Sawyer, Hugh	Lennox, Heather*	Wilson, Thomas"	Lennox, Heather*	Erickson, Stuart, Herman, Kyle: Marcero, Laura; jdidonato@huronconsulting group.com	Killon, Donna	Herman, Kyle, Erickson, Stuart, Marcero, Laura
Buckinre, kennetn; Herman, Kyle, Marken, Sanjay; Balf, Corinne*; Lennox, Heather*; Ellman, Jeffrey*	, Laura, Buckfire, ; Herman, Kyle; rinne*; Lennox,	Buckfite, Kerneth; Herman, Kyte; Balt, Corinne*: Lennox, Heatther*, Eilman, Jeffrey*	Sawyer, Hugh	Seidman, Jennifer*	Eliman, Jeffrey*	Buckfire, Kenneth, Bali, Corinne*, Lennox, Heather*, Eilman, Jeffrey*	Lennox, Heather*	Buckfire, Kenneth; Ball, Corinne*, Lennox, Heather*, Ellman, Jeffrey*
Marcero, Laura	Eliman, Jeffrey*	Marcero, Laura	Eliman, Jeffrey*	Eilman, Jeffrey*	Sawyer, Hugh	Sawyer, Hugh	Eliman, Jeffrey*	Sawyer, Hugh
3/25/2012	3/29/2012	3/29/2012	5/14/2012	5/14/2012	5/15/2012	5/16/2012	5/20/2012	5/20/2012
PRIV0359	PRIV0348	PRIV0349	PRIV0565	PRIV0566	PRIV0344	PRIV0342	PRIV0335	PRIV0340

Product Attorney-Client Communications Re: Legislative Issues Attorney Ernait Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Interest Common Common Legal Interest Re: Chapter 9 Interest Attorney Ernait Reflecting Confidential Attorney- Client Loint Communications Re: Chapter 9 Interest Attorney Ernait Reflecting Confidential Attorney- Client Attorney Ernait Reflecting Confidential Attorney- Client Nork Ernait Reflecting Confidential Attorney- Client Work Notes Prepared in Anticipation of Product Work Notes Prepared in Anticipation of Product Mork Notes Prepared in Anticipation of Lingation Issues. Attorney Client Mork Notes Prepared in Anticipation of Lingation Issues. Attorney Client Attorney Client Attorney Saukruptoye Bankruptoy Filing Issues. Attorney Client Reflecting Confidential Legal Avoice Re: Chapter 9 Bankruptoy Filing Issues. Attorney Ernail Reflecting Confidential Legal Revoluce Attorney Ernail Reflecting Confidential Legal Revoluce
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Eliman, Jeffrey* Attorney Email Reflecting Confidential Attorney-
Client Cient Communications Re: Chapter 9
Bankruptcy Filing Issues.

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Attorney Client Work Product	Attorney Client Work Product	Attorney Client	Attorney Client	Attorney Client	Attorney Cilent	Attorney Client	Attorney Citent	Attorney Client
					Griffin Heck, Sarah*	Griffin Heck, Sarah*	Griffin Heck, Sarah	Griffin Heck, Sarah*
Griffin Heck, Sarah⁺	Ferber, Amy Edgy*, Bernett, Bruce*, Ball, Continne*, Kates, David*, Lennox, Heather*, Wilson, Thomas*, Griffin Heck, Sarah*	Maihotra, Gaurav*, Eilman, Jeffrey*	Bennett, Bruce*; Lennox, Heather*: Orr, Kevyn	Lennox, Heather', Bennett, Bruce'', Orr, Kevyn	Ball, Corinne*	Miller, Evan*; Ellman, Jeffrey*	Ball, Continue': Miller, Evan ¹ Griffin Heck, Sarah	Miller, Evan*
Eilman, Jeffrey*	Eliman, Jeffey*	Lennox, Heather*	Ball, Corinne*	Ellman, Jeffrey*	Miller, Evan*	Balf, Corinne*	Ellman, Jeffrey*	Eaton, Miguel*
Merrett, Daniel*	Miller, Evan*	FirstSouthwest Moore, Charles	Elman, Jeffrey*	Ball, Corinne*	Griffin Heck. Sarah	Griffin Heck, Sarah* Griffin Ball, Conne* Heck, Sarah*	Griffin Heck, Sarah*	Griffin Heck, Saran*
1/9/2013	1/9/2013	1/15/2013	1/15/2013	1/15/2013	1/15/2013	1/15/2013	1/15/2013	1/15/2013
PRIV5698	PRIV5710	PRIV0267	PRIV0523	PRIV0524	PRIV5662	PRIV5663	PRIV5664	PRIV5665

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Memorandum Reflecting Confidential Attorney-Client Communications Re: Contract Issues.	Email Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications Re: Contract Issues.	Email Prepared in Anticipation of Litigation Providing Confidential Legal Advice Re: Pre-Petition Litigation Issues.	Email Prepared in Anticipation of Litigation Providing Confidential Legal Advice Re: Pre-Petition Litigation Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Solvency Issues.	Ernail Reflecting Confidential Attorney- Client Communications Re: Pre-Petition Litigation Issues.
Attorney Client	Attorney Client Work Product	Attorney Cilent Work Product	Attorney Client Work Product	Attomey Client	Attorney Client
		Griffin Heck, Sarah*	Griffin Heck, Sarah*	Orr, Kevyn	
Agenbroad, Aaron*; Bennett, Bruce*; Ball, Corime*; Kates, David*; Miller, Evan*: Lennox, Heather*: Ont, Kevyn; Griffin Heck, Sarah*; Wilson, Thomas*	Miller, Evan., Griffin Heck, Sarah., Agenbroad, Aaron., Kates, David., Wilson, Thomas	Miller, Evan*	Ellman, Jeffey*; Smail, Kristie	Dilvardo, Lawrence: Miller, Orr, Kevyn Evan*: Leake, Paut*; Deane, Richard*: Pohi, Paul*: Nager, Glen*; Tambe, Jayant*; Barragate, Brett*	Eilman, Jeffrey*; Lennox, Heather*; Chr, Kevyn; Agenbroad, Aaron*; Miller, Evan*; Bennett, Bruce*
Eliman, Jeffrey*	Lennox, Heather*, Ball, Corinne*; Orr, Kevyn; Bennett, Bruce*	Eliman, Jeffrey*	Miller, Evan*	Shumaker, Gregory*, Reidy, Daniet*, Thomas, Lizame*, Johnson, Wesley*: Kessler, Elizabeth*, Agenbroad, Aaron*, Lovriën, Christopher*	Brogan, Stephen
Elman, Jefrey."	Eliman. Jeffrey*	Griffin Heck, Sarah*	Griffin Heck, Sarah*	Ball, Corisine*	Ball, Corinne*
1/17/2013	1/17/2013	1/17/2013	1/17/2013	1/18/2013	1/19/2013
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Attachment Parent Parent Parent Parent Parent Parent Parent ĝ ĝ ŝ ŝ ž Draft Outline Prepared in Anticipation of No ź ĝ Client Communications Re: Pre-Petition Email Reflecting Confidential Attorney-Day* Re: Pre-Petition Litigation Issues. Email Reflecting Confidential Attomey-Email Reflecting Confidential Attomey-Email Reflecting Confidential Attomey-Client Communications with Jones Email Reflecting Confidential Attorney-Day* Re: Pre-Petition Litigation issues. Email Reflecting Confidential Attorney-Email Reflecting Confidential Attorney-Day* Re: Pre-Petition Litigation Issues. Day* Re: Pre-Petition Litigation Issues. Day* Re: Chapter 9 Bankruptcy Filing Attorney-Client Communications with fones Day* And Reflecting Common Client Communications with Jones **Client Communications with Jones** Client Communications with Jones Client Communications with Jones Client Communications with Jones -itigation Reflecting Confidential Day* Re: Restructuring Issues. .egal interest Re; Pre-Petition itigation issues. ltigation issues. Issues. Client Work Attorney Common Defense) Attomey Attorney Attorney Attorney Attorney Product Attomey Attorney Interest Client Client Client Client (Joint Client Client Client Martin, Jack; Dillon, Andy; Agenbroad, Aaron*; Miller, James ; Ellman, Jeffrey *; James*; Eilman, Jeffrey*; James*; Eilman, Jeffrey*; Bennett, Bruce*; Lennox, Ball, Corinne*; Johnston, Balt, Corinne*; Johnston, Lennox, Heather*; Bennett, Ball, Coninne*; Johnston, Ball, Corinne*; Johnston, Bennett, Bruce*; Lennox, Evan*; Wilson, Thomas* Brom; Saxton, Thomas Saird, Richard; Stibitz, Kates, David"; Wilson, Heather*; Orr, Kevyn; -feather*; Johnston, Agenbroad, Aaron*; James*; Orr, Kevyn lames*; Orr, Kevyn Brogan, Stephen*; Drr, Kevyn Orr, Kevyn Orr, Kevyn l'homas* Ball, Corinne*; Lennox, Ball, Connne*; Lennox, Heather*; Orr, Kevyn; Heather*; Orr, Kevyn; Sennett, Bruce* Bennett, Bruce Bennett, Bruce* Bennett, Bruce' Bennett, Bruce' Ball, Corinne* Ball, Corinne* Bruce* "ennox, Heather* Lennox, Ellman, Jeffrey* Ellman, Jones Day Lennox, Buckfire, Kenneth Lennox, Heather Ellman, Jeffrey* Eliman, Jeffrey' Eilman, Jeffrey feather* Heather* Jeffrey* 1/19/2013 1/20/2013 1/22/2013 1/22/2013 1/22/2013 1/22/2013 1/22/2013 1/22/2013 PRIV0520 RIV0508 PRIV0511 PRIV0506 PRIV0517 PRIV0505 PRIV0507 PRIV0509

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Email Reflecting Confidential Attorney- Client Communications with Jones. Day* Re: Pre-Petition Litigation Issues.	Email Reflecting Confidential Attorney- Client Communications with Jones Day* Re: Pre-Petition Litigation issues.	Email Reflecting Confidential Attorney- Client Communications with Jones Day* Re: Pre-Petition Litigation Issues.	Email Prepared in Anticipation of Litigation Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney- Client Communications with Jones Day" Re: Chapter 9 Bankruptcy Filing Issues.	Outline Prepared in Anticipation of Litigation Re: Chapter 9 Bankruptcy Filing issues.	Draft Outline Prepared in Anticipation of Litigation Re: Chapter 9 Bankmptcy Filing Issues.
Attorney Cfient	Attorney Client	Attorney Client	Work Product	Attorney Client	Work Product	Work Product
Bennett, Bruce*, Ball, Corinne*, Johnston, Jarnes*, Orr, Kevyn	Ball, Corline*; Lennox, Heather*, Johnston, James*; Orr, Kevyn	Bail, Cortine*, Lennox, Heather*, Johnston, Jarnes*, Orr, Kevyn	Moss, Dariel"; Wilson, Thomas*	Wilson, Thomas	Wilson, Thomas'	Wilson, Thomas*
Eliman, Jeffrey*	Eliman, Jeffrey*	Bernett, Bruce*	Ball, Contine*, Lennox, Heather*, Bennett, Bruce*; Orr, Kevyn; Agenbroad. Aaron*; Miller, Evan*; Griffin Heck, Sarah*; Kates, David*	Ball, Cortine*; Lennox, Heather*; Bennett, Bruce*; Orr, Kevyn: Griffin Heck, Sarah*; Miller, Evan*; Kates, David*	Ball, Contine*, Lennox, Heather*, Bennett, Bruce*; Onr, Kevyn; Agenthoad, Aaron*; Griffin Heck, Sarah*; Miller, Evan*; Kates, David*	** *
Lenriox, Heather* Lennox, Heather*	Bennett, Bruce*	Eliman, Jeffrey* Eliman, Jeffrey*	Eliman, Jeffrey*	JonesDay" Ellman, Jeffreyt" Ball, Cortinne": Lemox, Heather": Bennett, Bruc Orr, Kevyn; Griffin Heck Sarah": Miller, Evan": Kates, David"	JonesDay' Eliman, Jeffrey" Ball, Cortinne", Lennox, Heather", Bennett, Bruc Orr, Kevyn, Agenbroad, Aaron ", Griffin Heck, Sarah ", Miller, Evan", Kates, David"	JonesDay* Eliman, Jeffrey* Bail, Corinne*; Lernox, Heather*; Bennett, Bruc Orr, Kevyn; Agenbroad Aaron*; Griffin Hack, Sarah*; Miller, Evan*; Kates, David*
1/22/2013	1/22/2013	1/22/2013	1/22/2013	1/24/2013	1/24/2013	1/24/2013
PRIV0512	PRIV0513	PRIV0514	PRIV5658	PRIV0301	PRIV0302	PRIV0303

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Attachment	Attachment	Attachment	Parent	Parient	Parent
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Memorandum Prepared in Anticipation of Litigation Re: Chapter 9 Bankruptcy Filing Issues.	Outline Prepared in Anticipation of Litigation Re: Chapter 9 Bankruptcy Filing issues.	Outline Prepared in Anticipation of Litigation Re: Chapter 9 Bankruptcy Filing issues.	Email Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* Re: Regulatory Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Restructuring Issues.	Ernail Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications Re. Chapter 9 Bankruptcy Filing issues.
Product	Product	Work Product	Attorney Client Work Product	Attorney Client	Work Product
				Ellman, Jeffrey*; Merrett, Daniei*	
Wilson, Thomas*	Wilson, Thomas'	Wilson, Thomas*	Wilson, Thomas*	Wilson, Thomas*	Merrett, Daniel*
, Lennox, nneit, Bruce; \genbroad, n Heck, r, Evan*;	×.	e e	Ball, Corinne*, Lennox, Heather*, Bennett, Bruce*	Ball, Continne*, Lennox, Heather*, Bennett, Bruce*; Orr, Kevyn, Agenbroad, Aaron*; Griffin Heck, Sarah*, Miller, Evan*; Kates, David*	Orr, Kevyn; Ball, Corinne*; Merrett, Daniel Lennox, Heather*; Agenbroad, Aaron*; Bernett, Bruce*
JonesDay* Eliman, Jeffrey* Ball, Corinne Heather*: Be Orr, Kevyn; / Aaron*: Oriffi Sarah*: Mille Kates, David	JonesDay" Eliman, Jeffrey" Ball, Corinne": Lernox, Heather", Bennett, Bruc Orr, Kevyn; Agenbroad, Aaron"; Griffin Heck, Sarah": Miller, Evan"; Kates, David"	JonesDay* Eliman, Jeffrey* Ball, Corinne*, Lennox, Headher*, Bernett, Sruc Orr, Kevyn; Agenbroad, Aaron*, Gniffn Heck, Sarah*, Miller, Evan*, Kates, David*	Eliman, Jeffrey*	Ellman, Jeffrey*	Ellman, Jeffrey*
1/24/2013	1/24/2013	1/24/2013	1/24/2013	1/24/2013	1/25/2013
PRIV0304	PRIV0305	PRIV0306	PRIV0307	PRIV9692	PRIV0298

Initial priv log sorted and filtered for Jones Day attorneys prior to 3/11/13

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Email Reilecting Conhoential Attorney- Client Communications Re: Solvercy Issues.	Ermail Reflecting Confidential Attorney- Client Communications Re: Employee Pension Fund Obligation Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Public Relations issues.	Letter Reflecting Confidential Attorney- Client Communications Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Employee Pension Fund Obligation Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Employee Pension Fund Obligation issues,
Attorney Client	Attorney Client	Attorney Client	Attorney Client	Attorney Client	Attorney Citent	Attorney Client
Wilson, Thomas'	Eliman, Jefrey*	Agenbroad, Aaron'; Bennett, Bruce*; Kates, David*, Mitler, Evan*; Lennox, Heather*; Orr, Kevyn; Griffin Heck, Sarah*: Wilson, Thomas*	Bennett, Buuce*, Ball. Contrine*, Lennox, Heather*, Orr, Keryin	Agenbroad, Aaron*; Kates, David*; Miller, Evan*; Lennox, Heather*; Ellman, Jeffrey*: Orr, Kevyn; Griffin Heck, Sarah*; Wilson, Thomas*	Agenbroad, Aaron': Ball, Corinne': Miller, Evan': Ellman, Jeffrey': Orr, Keryn: Griffin Heck, Sarah*	Agenbroad, Aaron'; Ball, Corinne*; tennox, Heather*; Eliman, Jeffrey*; Orr, Kevyn: Griffin Heck, Sarah*
Agenbroad, Aaron*; Ball, Corinne*: Lennox, Heather' Bennett, Bruce'; Orr, Kevyn: Miller, Evan*; Kates, David*; Griffin Heck, Sarah*	Miller, Evan*	Eliman, Jeffrey	Ferber, Amy Edgy*	Ball, Corinne*	Bennett, Bruce*	Miller, Evan*
Eilman, Jeffrey	Griffin Heck, Sarah*	Ball, Comme*	Eliman, Jeffrey*	Bennett, Bruce	Lermox, Heather	Bennett, Bruce*
1/25/2013	1/25/2013	1/28/2013	1/28/2013	1/28/2013	1/28/2013	1/28/2013
PRIV0502	PRIV5652	PRIV0297	PRIV0494	PRIV0496	PRIV0497	PRIV0498

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Email Reflecting Confidential Attomey- Client Communications Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney. Client Communications Re: Labor Negotiation Contract issues.	Email Reflecting Confidential Attornay- Client Communications Re: Pre-Petition Litigation Issues.	Ermati Reflecting Confidential Attorney- Cliant Communications Re: Pre-Petition Litigation issues.	Ernail Reflecting Confidential Attomey. Client Communications Re: Labor Negotiation Contract Issues.	Email Reflecting Confidential Attorney- Client Communications Re: Labor Negotiation Contract issues.	Email Prepared in Articipation of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* Re. Contract Issues.
Attorney Client	Attorney Client	Attorney Client	Attorney Client	Attorney Client	Attorney Client	Attorney Client Work Product
					Griffin Heck, Sarah*	
Agenbroad, Aaron*; Bennett, Bruce*; Ball, Corinne*; Kates, David*; Miller, Evan*: Orr, Kevyn; Griffin Heck, Sarah*; Wilson, Thomas*	Agenbroad, Aaron'; Bennett, Bruce'; Ball, Corinne'; Kates, David'; Miller, Evan'; Lennox, Heather'; Seidman, Jennifer'; Orr, Kevyn; Wilson, Thomas*	Eilman, Jeffrey*	Wilson, Thomas*	Bennett, Bruce*, Ball, Corinne*, Lennox, Heather*, Crr, Kevyn; Wilson, Thomas*, Miller, Evan*, Griffin Heck, Sarah*	Miller, Evan*	Agenbroad, Aaron'; Bennett, Bruce'; Miller, Evan't, Lennox, Heather'; Eilman, Jeffrey'; Griffin Heck, Sarah't, Brogan, Stepthen't, Wilson, Thomas'
Eliman, Jeffrey*	Eilman, Jeffrey*	Wilson, Thomas*	Eilman, Jeffrey*	Eilman, Jeffrey*	Eliman, Jeffrey*	Orr, Kevyn: Ball, Corline*
Lennox, Heather	Griffin Heck, Sarah*	Seidman, Jennifer*	Seidman, Jennifer*	Agenbroad, Aaron*	Griffin Heck, Sarah*	Ferber, Amy Edgy
1/28/2013	1/28/2013	1/29/2013	1/29/2013	1/29/2013	1/29/2013	1/30/2013
PRIV0499	PRIV0555	PRIV0551	PRIV0553	PRIV5649	PRIV5650	PRIV0296

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Jeffrey*
ς.
Ball, Corinne*; Eliman,
McMurray, Maurice;
Keelean, Edward*; Dillon,
Andy; Buckfire, Kenneth
Bennett, Bruce*; Lennox,
Heather*; Ellman, Jeffrey*
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Moss, Daniel*; Eliman,
Moss, Daniel*; Ellman,
Moss, Danie! ; Ellman,
Ellman, Jeffrey*; Wilson,
Thomas*; Lennox, Heather*

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EXHIBIT C

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Doc 1234-3

Doc Type	Attachment	Attachment	Attachment	Attachment
Redaction	<u>Q</u>	9	2	°N N
Privilege Description	Draft Letter Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Draft Spreadsheet Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Draft Spreadsheet Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)
BCC				
33				
Recipient	Orr. Kevyn; Dillon, Andy			
Author	Snyder, Rick	Goodrich, Harlan	Ernst & Young	Goodrich, Harlan
Date			×	
Priviog ID	PRIV0020	PRIV0081	PRIV0086	PRIV0093

Privilege log entries with no attorney identified

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Redaction Doc Type	No Attachment		· · · · · · · · · · · · · · · · · · ·		No																				
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Privilege log entries with no attorney identified

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Privilege log entries with no attorney identified

tit tital	T/5/2013 Convey State of Michigan*; Attorney Client Mackazzie Cur, Kevyin Common Interest 9/9/2013 Emergency State of Michigan*; Common Interest 9/9/2013 Emergency State of Michigan*; Mont Product 5/9/2013 Emergency State of Michigan*; Mont Product 5/9/2013 Emergency State of Michigan*; Promov Client Work 5/9/2013 Elevi, Diana Common Interest Loint Defense) 5/9/2013 Bitely, Diana Attorney Client Common Interest 5/9/2013 Bitely, Diana Contron Interest 5/9/2013 Bitely, Diana Contron Interest 5/9/2013 Bitely, Diana Contron Interest 5/9/2013 <th>T/5/2013 Convery State of Michigans*, Alectorize Micromory Client Data of Michigans*, Connon Interest Data of Michigans*, Connon Interes</th> <th>Privlog ID</th> <th>Date</th> <th>Author</th> <th>Recipient</th> <th>00</th> <th>BCC</th> <th>Privilege Asserted</th> <th>Privilege Description</th> <th>Redaction</th> <th>Doc.Type</th> <th>·</th>	T/5/2013 Convery State of Michigans*, Alectorize Micromory Client Data of Michigans*, Connon Interest Data of Michigans*, Connon Interes	Privlog ID	Date	Author	Recipient	00	BCC	Privilege Asserted	Privilege Description	Redaction	Doc.Type	·
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Common Interest (Joint Defense)	Common Interest (Joint Defense)	Common Interest (Joint Defense)	0802	9/8/2013	Bitely, Diana				Attorney Client		No	Attachment	
									Common Interest	Confidential Attorney-Client			
Reflecting Common Legal Interest Re: Restructuring	Reflecting Common Legal Interest Re: Restructuring Issues.	Reflecting Common Legal Interest Re: Restructuring Issues.							(Joint Defense)	Communications And			
Interest Re: Restructuring	Interest Re: Restructuring Issues.	Interest Re: Restructuring								Reflecting Common Legal			
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PRIV10803	5/9/2013	Stone,	Stone, Clarence	Crockett, Tracy		Attorney Client	Email Reflecting Confidential	No	Parent
		Clarence				Common Interest	Attorney-Client		
				-		(Joint Defense)	Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							Issues.		
PRIV10804	9/8/2013	Bitely, Diana				Attorney Client	Draft Orders Reflecting	No	Attachment
						Common Interest	Confidential Attorney-Client		
						(Joint Defense)	Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
						-	Issues.		
PRIV10805	9/8/2013	Bitely, Diana				Attorney Client	Draft Orders Reflecting	No	Attachment
						Common Interest	Confidential Attorney-Client		
		-				(Joint Defense)	Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							Issues.		
PRIV10848	6/3/2013	Penn, Shani	Hayes, Eunice			Attorney Client	Email Reflecting Confidential	No	Parent
_						Common Interest	Attorney-Client		
					_	(Joint Defense)	Communications with Moss,		
				-			Daniel* And Reflecting		
					_		Common Legal Interest Re:		
			-				Restructuring Issues.		
PRIV1351	6/13/2013	Kushiner,				Attorney Client Work	Draft Report Prepared in	No	Attachment
		Glenn				Product Common	Anticipation of Litigation		
_						Interest (Joint	Reflecting Confidential		
_						Defense)	Attorney-Client		
							Communications And		
_					_		Reflecting Common Legal		
_							Interest Re: Restructuring		
							Issues.		
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6/13/2013	Kushiner,					Attorney Client Work	Spreadsheet Prepared in	No	Attachment
	Glenn					Product Common	Anticipation of Litigation		
			.			Interest (Joint	Reflecting Confidential		
						Defense)	Attorney-Client		
						-	Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							lssues.		
6/11/2013	Ernst &					Attorney Client Work	Draft Report Prepared in	No	Attachment
	Young					Product Common	Anticipation of Litigation		
	,					Interest (Joint	Reflecting Confidential		
						Defense)	Attorney-Client		
							Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							ssues		
6/10/2013	Frnst &					Attornev Client Work	Draft Report Prepared in	No	Attachment
,	Votino					Product Common	Anticipation of Lititation		
	Ripo 1					Interest (Joint	Reflecting Confidential		
						Defense)	Attornev-Client		
							Communications And		
							Peflorting Common Lenal		
							Interest Ke; Solvency Issues.		
6/10/2013	Ernst &					Attorney Client Work	Draft Report Prepared in	No	Attachment
	Yound	A# 464.				Product Common	Anticipation of Litigation		
	0					Interest (Joint	Reflecting Confidential		
						Defense)	Attomey-Client		
							Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							Issues. Project Piston		
	Conway.					Attorney Client	Report Reflecting Confidential No	No	Parent
	McKenzie					Common Interest	Attorney-Client		
						(Joint Defense)	Communications with Detroit		
							Corporation Counsel* And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
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Privlog ID	Date	Author	Recipient	8	ă.	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV2750	5/12/2013	Orr, Kevyn					Attorney Client Common Interest (Joint Defense)	Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
PRIV2944		Gabriel Roeder Smith & Company					Attorney Client Common Interest (Joint Defense)	Draft Report Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Employee Pension Fund Obligation Issues.	9	Attachment
PRIV2982		Conway Mackenzie	· · ·				Attorney Client Common Interest (Joint Defense)	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Jones Day ⁺ And Reflecting Common Legal Interest Re: Employee Pension Fund Obligation Issues.	2	Attachment
PRIV3012	5/21/2013	Stibitz, Brom Orr, Kevyn	Orr, Kevyn				Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Regulatory Issues.	0 Z	Parent
PRIV3084		Ernst & Young					Attorney Client Work Product Common Interest (Joint Defense)	Draft Chart Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	<u>9</u>	Attachment
		13-538	13-53846-swr D	Doc 1234-3	3 Filed 10/17/13		Entered 10/17/13 22:37:49	:37:49 Page 8 of 46	9	7 of 34

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	Doc Iype	Parent					Parent							Attachment		• .					Attachment							Parent					
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	Privilege Description	Email Reflecting Confidential Attorney-Client	Communications with Jones	Day* And Reflecting Common	Legal Interest Re:	Restructuring Issues.	Email Reflecting Confidential	Attorney-Client	Communications with Detroit	Corporation Counsel* And	Reflecting Common Legal	Interest Re: Restructuring	Issues.	Agreement Reflecting	Confidential Attorney-Client	Communications with Detroit	Corporation Counsel* And	Reflecting Common Legal	Interest Re: Restructuring	lssues.	Email Reflecting Confidential	Attorney-Client	Communications with	Liscombe, Ronaldald* And	Reflecting Common Legal	Interest Re: Restructuring	Issues.	Email Reflecting Confidential	Attorney-Client	Communications with Detroit	Corporation Counsel* Re:	Restructuring Issues.	
	Privilege Asserted	Attorney Client Common Interest	(Joint Defense)				Attorney Client	Common Interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)			
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	Recipient	Orr, Kevyn; Dillon, Andy; Stibitz, Brom				~	Orr, Kevyn; Dillon,	Andy													Penn, Shani							McCormich, Susan					
	Author	Stibitz, Brom					Moore,	Charles						Conway	Mackenzie						GOV							McCormich,	Susan				
	Date	7/11/2013					7/17/2013														5/3/2013							6/21/2013					
	Driviog ID	PRIV3118					PRIV3142							PRIV3144							PRIV3165							PRIV3185					

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PRIV3208	7/18/2013	Nowling, Bill	Orr, Kevyn; Nowfing, Bill			Attorney Client Common interest (Joint Defense)	Email Reflecting Confidential N Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	92	Parent
PRIV3210		Lori, Ron	· · ·			Attorney Client Common Interest (Joint Defense)	Draft Press Release N Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Public Relations Issues.	o Z	Attachment
PRIV3211		Berry, Anita		· · ·		Attorney Client Common Interest (Joint Defense)	Draft Memorandum Reflecting N Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Attachment
PRIV3236	7/16/2013	Stibitz, Brom Orr, Kevyn	Orr, Kevyn			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential N Attorney-Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	QN	Parent
PRIV3276	3/27/2013	Dillon, Andy	Orr, Kevyn			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential N Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	8	Parent

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Author	Recipient	cc	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
Orr, Kevyn				Attorney Client Common Interest (Joint Defense)	Agreement Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Contract Issues.	° Z	Parent
				Attorney Client Common Interest (Joint Defense)	Draft Agreement Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Contract Issues.	0 Z	Attachment
Stibitz, Brom		Orr, Kevyn; Dillon, Ardy; Saxton, Thomas; Tedder, Gregory		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	<u>8</u>	Parent
Orr, Kevyn		Nowling, Bill; Hayes, Eunice		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Plawecki, Edward* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ŷ	Parent
Buckfire, Kenneth	neth			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Q	Parent
Dillon, Andy; Saxton, Thomas; Stibitz, Brom		Orr, Kevyn		Attorney Client Common Interest (Joint Defense)	Email Providing Confidential Legal Advice And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues,	°N N	Parent
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	Doc Type	Parent	Parent	Parent	Attachment	Parent	· · · ·
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	Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	Email Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	Report Prepared in Anticipation of Litigation Providing Confidential Legal Advice And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	Email Prepared in Anticipation of Litigation Providing Confidential Legal Advice And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	
	Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	·
-	BCC						
	cc		Orr, Kevyn; Muchmore, Dennis; Tedder, Gregory				
-	Recipient	Orr, Kevyn	Saxton, Thomas	Orr, Kevyn	24	Orr, Kevyn	
	Author	Buckfire, Kenneth	Penn, Shani	Orr, Kevyn	City of Detroit*; Orr, Kevyn	Orr, Kevyn	
	Date	6/8/2013	6/26/2013	4/18/2013		4/18/2013	
	Privlog ID	PRIV3602	PRIV3765	PRIV3795	PRIV3798	PRIV3979	

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Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Solvency Issues.	Report Prepared in Anticipation of Litigation Providing Confidential Legal Advice And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	Email Prepared in Anticipation of Littgation Reflecting Confidential Attorney-Client Communications with Jones Day [*] Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Prepared in Anticipation No of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	
BCC						
cc			Nowling, Bill; Orr, Kevyn	Nowling, Bill; Orr, Kevyn; Orr, Kevyn	Penn, Shani; Sutton, Dan	
Recipient	Nowling, Bill; Baird, Richard; Dillon, Andy; Tedder, Gregory		Hayes, Eunice	Penn, Shani	Nọwling, Bill; Mays, Sonya; Gannon, Chris; Kushiner, Glenn; Hand, Kevin; Jerneycic, Daniel	
Author	Orr, Kevyn	City of Detroit*; Orr, Kevyn	Penn, Shani	Nowing, Bill	Mays, Sonya	
Date	4/26/2013		6/10/2013	4/27/2013	6/6/2013	
Privlog ID	PRIV3981	PRIV3991	PRIV4022	PRIV4066	PRIV4079	

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Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Solvency Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Press Release Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client	Attorney Client Common Interest (Joint Defense)	Attorney Client Common interest (Joint Defense)	
BCC						
22			Nowling, Bill			
Recipient	Nowing, Bill	Nowing, Bill, Tedder, Gregory	Buckfire; Buckfire, Kenneth	Orr, Kevyn; Tedder, Gregory		
Author	Gorman, Dana	AOD	Stibitz, Brom	Nowling, Bill	Gorman, Dana	
Date	7/12/2013	5/24/2013	5/24/2013	4/6/2013		
Privlog ID	PRIV4183	PRIV4230	PRIV4233	PRIV4266	PRIV4334	

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Privlog ID	Date	Author	Recipient	22	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV4335		Lori, Ron				Attorney Client Common Interest (Joint Defense)	nes nmon er 9	ĝ	Attachment
PRIV4336		Berry, Anita				Attorney Client Common Interest (Joint Defense)	Draft Agenda Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Ŷ	Attachment
PRIV4338	4/19/2013	Orr, Kevyn	Nowling, Bill; Dillon, Andy: Muchmore, Dennis; Tedder, Gregory			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	2	Parent
PRIV4403	5/24/2013	GOV	Nowling, Bill; Tedder, Gregory			Attorney Client Common Interest (Joint Defense)	Ernail Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
PRIV4406		Dohrenwend, Charles				Attorney Client Work Product Common Interest (Joint Defense)	Draft Letter Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	.2	Attachment
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Privilege Description	Draft Letter Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filling Issues.	Spreadsheet Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.	Email Reflecting Confidential Attorney-Client Communications with Jones Day ⁴ And Reflecting Common Legal Interest Re: Solvency Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Solvency Issues.	Memorandum Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.
Privilege Asserted	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC					
cc		Tedder, Gregory			
Recipient		Orr, Kevyn	Nowling, Bill; Baird, Richard; Dillon, Andy; Tedder, Gregory	Nowling. Bill: Stanton, Terry	Orr, Kevyn; Buckfire, Kenneth; Dilton, Andy; Baird, Richard; Gannon, Chris
Author	Dohrenwend, Charles	Nowling, Bill	Orr, Kevyn	Nowling, Bill	Mendoza, Vanessa C.
Date			4/26/2013	6/28/2013	
Privlog IĎ	PRIV4407	PRIV4423	PRIV4424	PRIV4427	PRIV4461

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Privilege Description	Email Reflecting Confidential Attorney-Client Communications And	Reflecting Common Legal Interest Re: Employee	Healuncare Ubligation Issues.	Email Requesting Legal	Advice And Reflecting	Common Legal Interest Re:	Frequency source. Email Reflection Confidential	Attorney Client	Communications with longe	Commutations with volues Dav* And Reflection Common	l eral Interest Re:	Kesiruciung issues.	Email Reflecting Confidential	Attorney-Client	Communications And	Reflecting Common Legal	Interest Re: Restructuring	Issues.	Email Reflecting Confidential	Attorney-Client	Communications And	Reflecting Common Legal	Interest Re: Restructuring	Issues.	opreausiteet riepareu III Anticipation of Litication	Reflecting Confidential	Attorney-Client	Communications with Jones	Dav* And Reflecting Common	Legal Interest Re: Pre-Petition	Litigation Issues.	
Privilege Asserted	Attorney Client Common Interest (Joint Defense)			Attorney Client	Common interest	(Joint Defense)	Attorney Client	Auditrey Cireta	Cutilition Innerest	(Juli Delense)			Attorney Client	Common Interest	(Joint Defense)			-	Attorney Client	Common Interest	(Joint Defense)				Attorney Cilent Work	Interact (Inin!	niiciest (Juin Dafanse)	(2012)22		-		
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Recipient	Nowling, Bill; Tedder, Gregory			Orr, Kevyn			Dillar And.	Willon, Anay					Orr. Kewn						Orr, Kevyn	•					Orr, Kevyn				-			
Author	Hayes, Eunice			Stibitz, Brom				Urr, Kevyn					McCormich.	Susan					Buckfire,	Kenneth					Orr, Kevyn							
Date	4/5/2013			5/21/2013			0100010	6/12/2013					4/11/2013						6/8/2013													
Privlog ID	PRIV4490			PRIV6275			00700	PRIV6483					PRIVASAG						PRIV6601						PRIV6645							

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Drivitara Description		¥	Reflecting Common Legal Interest Re: Restructuring Issues.	<u> </u>	Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.		Communications with Sedlak, Brian* And Reflecting Common Legal Interest Re: Contract Issues.	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.
Privilana Accertad		Attorney Client Common Interest (Joint Defense)		Attorney Client Common Interest (Joint Defense)		Attorney Client Common Interest	(Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
	222								
Deciniant	Venheit	Penn, Shani		Tedder, Gregory		Hayes, Eunice		City of Detroit	City of Detroit
Author	5 Dapy	Homan, Kim		Orr, Kevyn		Penn, Shani			
Data	A)90	6/17/2013		4/29/2013		6/4/2013		4/30/2012	3/6/2012
Cl several		PRIV7121		PRIV7165		PRIV7173		PRIV7221	PRIV7228

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Privlog ID	Date	Author	Recipient	00	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV7234	3/26/2012		City of Defroit			Attorney Client Common Interest (Joint Defense)	Draft Agreement Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	2	Parent
PRIV7242	3/25/2012	Dembowski, Christopher	State of Michigan; City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroft Corporation Counset* Re: Tax Issues.	2	Parent
PRIV7247	7/2/2012		City of Detroit			Attorney Client Common Interest (Joint Defense)	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	<u>9</u>	Parent
PRIV7248	3/27/2012		City of Detroit*; State of Michigan*			Attorney Client Work Product Common Interest (Joint Defense)	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	٤	Parent
PRIV7253	5/22/2012		State of Michigan; City of Detroit			Attorney Client Work Product Common Interest (Joint Defense)	Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	2	Parent

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Privilege Description	Draft Agreement Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* Re: Tax Issues.	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	Draft Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Tax Issues.	Draft Memorandum Prepared in the Course of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counset* Re: Tax Issues.	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* Re: Tax Issues.	
Privilege Asserted	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	
BCC						
3						
Recipient	State of Michigan; City of Detroit	City of Detroit	State of Michigan; City of Detroit	State of Michigan; City of Detroit	State of Michigan; City of Detroit	
Author						
Date	5/9/2012	4/23/2012	3/27/2012	3/28/2012	3/26/2012	
Privlog ID	PRIV7260	PRIV7267	PRIV7268	PRIV7274	PRIV7283	

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	Privitege Description	Draft Memorandum Prepared N In Anticipation of Litigation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* Re: Tax Issues.	indum Reflecting ntial Attorney-Client nications with Detroit ttion Counsel* And ng Common Legal Re: Tax Issues.	Memorandum Reflecting N Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Inferest Re: Tax Issues.	Spreadsheet Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential N Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	37:49 Page 21 of 46
	Privilege Asserted	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Entered 10/17/13 22:37:49
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	20						
-	Recipient	BPWOODRU State of Michigan; FF City of Detroit	BPWOODRU State of Michigan; FF City of Detroit	State of Michigan; City of Detroit		Brown, Gary	6-swr Doc 1234-3
	Author	EF FF	BPWOODRU -		Drumb, Richard	Brown, Gary	13-53846-swr
	Date	3/25/2012	3/25/2012	5/16/2012		7/2/2013	
	Privlog ID	PRIV7284	PRIV7287	PRIV7289	PRIV7516	PRIV7523	

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Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Ernail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Presentation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Draft Report Reflecting Confidential Attorney-Client Communications with Miller Canfield* And Reflecting Cormon Legal Interest Re: Restructuring Issues.	Draft Report Reflecting Confidential Attorney-Client Communications with Miller Canfield* And Reflecting Common Legal interest Re: Restructuring Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC					
22	Brown, Gary; Benedettini, Danielle; Kushiner, Glenn	Brown, Gary; Benedettini, Danielle; Kushiner, Glenn			
Recipient	Mays, Sonya	Mays, Sonya; Andrysiak, Christine			
Author	Penn, Shani	Penn, Shani	Henderson, Karla	Ernst & Young	Young
Date	7/2/2013	7/2/2013	6/3/2013	3/1/2013	2/1/2013
Privlog ID	PRIV7524	PRIV7525	PRIV7540	PRIV7566	PRIV7567

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Privilege Description	Draft Report Reflecting Confidential Attorney-Client Communications with Miller Camfield* And Reflecting Common Legal Interest Re: Restructuring Issues.	Draft Presentation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	Draft Presentation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ermail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	
BCC						
22				Warren, Karherine		
Recipient				Bowen, Glenn	Moore, Charles; Warren, Karherine	
Author	Ernst & Young	Conway Mackenzie	Conway Mackenzie	Moore, Charles	Bowen, Glenn	
Date	3/1/2013			6/26/2013	6/25/2013	
Privlog ID	PRIV7569	PRIV7674	PRIV7679	PRIV7813	PRIV7814	

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Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Ernail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Ernail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Draft Agenda And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Interest Re: Restructuring Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC						
8					Tedder, Gregory; Elsenheimer, Kevin	Moore, Charles; Tedder, Gregory
Recipient	Conway, Van	Dillon, Andy	Hand, Kevin; Kushiner, Glenn; Petrovski, Emily; Benedettini, Danielle; Moore, Chartes		Moore, Charles	Elsenheimer, Schrock, John Kevin (LARA)
Author	Moore, Charles	Moore, Charles	Gannon, Chris	Marken, Sanjay	Schrock, John	Elsenheimer, Kevin (LARA)
Date	6/11/2013	6/11/2013	5/29/2013		5/21/2013	5/21/2013
Privlog ID	PRIV8005	PRIV8006	PRIV8152	PRIV8153	PRIV8220	PRIV8223

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Privlog ID	Date	Author	Recipient	00	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PR1V8390	5/3/2013	Gannon, Chris	Moore, Charles	Benedettini, Danielle		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	ę	Parent
PRIV8391	5/3/2013	Moore, Charles	Andrews, Kriss			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	8	Parent
PRIV8393	5/3/2013	Andrews, Kriss	Moore, Charles			Attorney Client Common Interest (Joint Defense)	Ernail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	ĝ	Parent
PRIV8405	5/1/2013	Moore, Charles	Duncan, Nancy (DTMB)	Tedder, Gregory, Van Sickle, Michele; Minix, Connie, Nixon, John		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
PRIV8406	5/1/2013	Duncan, Nancy (DTMB),	Tedder, Gregory; Moore, Charles	Van Sickle, Michele; Minix, Connie; Nixon, John		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
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Date	Author	Recipient	22	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
5/1/2013	Tedder, Gregory	Duncan, Nancy (DTMB); Moore, Charles	Van Sickle, Michele; Minix, Connie; Nixon, John		Attorney Client Common Interest (Joint Defense)		S	Parent
4/30/2013	3 Moore, Charles	Kushiner, Glenn	Hand, Kevin; Gannon, Chris; Petrovski, Emily; Benedettini, Danielle		Attorney Client Common Interest (Joint Defense)	Ernail Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ŷ	Parent
4/30/2013	3 Santambrogi o, Juan	ğ			Attorney Client Common Interest (Joint Defense)	Report Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ŷ	Attachment
4/30/2013	3 Kushiner, Glenn	Moore, Charles	Hand, Kevin; Gannon, Chris; Petrovski, Emily; Benedettini, Danielle		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	Q	Parent
4/30/2013	3 Moore, Charles	Kushiner, Glenn	Hand, Kevin; Gannon, Chris; Petrovski, Emily; Benedettini, Danielle		Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential I Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	0 X	Parent

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Hand, Kevin; Gannon, Chris; Petrovski, Emily; Benedettini, Danielle
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Hand, Kevin; Gannon, Chris; Petrovski, Emily; Benedettini, Danielle
Hand, Kevin; Gannon, Chris; Petrovski, Emily: Benedettini, Danielle
Moore, Charles; Petrovski, Emily; Hand, Kevin; Gannon, Benedettini, Danielle Chris
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Privlog ID	Date	Author	Recipient	cc	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV8420	4/29/2013	Santambrogi o, Juan				Attorney Client Common Interest (Joint Defense)	Draft Outline Reflecting Confidential Attorney-Client Communications with Jones Day* And Reflecting Common Legal Interest Re: Restructuring Issues.	2	Attachment
PRIV8450	4/23/2013	Moore, Charles	Orr, Kevyn	Tedder, Gregory	Moore, Charles	Attorney Client Common interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Employee Pension Fund Obligation Issues.	9	Parent
PRIV8530	4/14/2013	Moore, Charles	Reddy, Ron			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsei* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	2	Parent
PRIV8531	4/12/2013	Reddy, Ron	Moore, Charles			Attorney Client Common interest (Joint Defense)		Ŝ	Parent
PRIV8532	4/12/2013	Moore, Charles	Reddy, Ron			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing issues.	2	Parent

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	4/10/2013	Moore, Charles	Wood, Julie			Attorney Client Common Interest (Joint Defense)	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9	Š	Parent
PRIV8543 4/10	4/10/2013	Wood, Julie	Moore, Charles			Attorney Client Common Interest (Joint Defense)	d troit tial	2	Parent
PRIV8544 4/10	4/10/2013	Moore, Charles	Wood, Julie			Attorney Client Common Interest (Joint Defense)	Bankruptcy Filing Issues. Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.		Parent
PRIV8567		Petrovski, Emily				Attorney Client Common Interest (Joint Defense)	Spreadsheet Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	£	Attachment
PRIV8636 3/26	3/26/2013	Moore, Charles	Kushiner, Glenn			Attorney Client Common interest (Joint Defense)	teflecting Confidential y-Client inications with Detroit ation Counsel* And ng Common Legal Re: Chapter 9 stcy Filing Issues.	8	Parent

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	Privilege Description	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ermail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Labor Negotiation Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Labor Negotiation Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Labor Negotiation Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Labor Negotiation Issues.
	Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common interest (Joint Defense)
-	BCC					
	cc				Dillon, Andy: Orr, Kevyn; Saxton, Thomas; Baird, Richard	Saxton, Thomas; Baird, Richard
	Recipient	Moore, Charles; Benedettini, Danielle	Moore, Charles	Stibitz, Brom Moore, Charles	Stibitz, Brom	Dillon, Andy; Orr, Kevyn; Moore, Chartes
	Author	Garnon, Chris	Stibitz, Brom	Stibitz, Brom	Moore, Charles	Stibitz, Brom
	Date	3/22/2013	3/20/2013	3/20/2013	3/20/2013	3/20/2013
	Privlog ID	PRIV8647	PRIV8664	PRIV8664	PRIV8666	PRIV8667

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	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	
3	Saxton, Thomas; Stibitz, Brom; Baird, Richard				
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Aurnor	Dillon, Andy	Moore, Charles	Stibitz, Brom	Moore, Charles	
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	PRIV8668	PRIV8694	PRIV8695	PRIV8696	

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PRIV8713	3/13/2013	Pokorski,	Moore, Charles	Langan, Anne Marie;		Attorney Client Work	Email Prepared in Anticipation	\$ No	Parent
		Jeny		Headd, Derrick;		Product Common	of Litigation Reflecting		
			-	Cortey, Irvin		Interest (Joint	Confidential Attorney-Client		
-						Defense)	Communications with Detroit		
							Corporation Counsel* And		
							Reflecting Common Legal		
	-						Interest Re: Labor Negotiation		
							Contract Issues.		
PRIV8823	12/31/2012	Dillon, Andy	Moore, Charles			Attorney Client	Email Reflecting Confidential	No	Parent
						Common Interest	Attorney-Client		
-						(Joint Defense)	Communications with Detroit	••••••••••	
							Corporation Counsel* And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
						-	Issues.		
PRIV8825	12/29/2012	Moore,	Dillon, Andy			Attorney Client	Email Reflecting Confidential	No	Parent
		Charles				Common Interest	Attorney-Client		
						(Joint Defense)	Communications And		
							Reflecting Common Legal		
							Interest Re; Employee		
							Healthcare Obligation Issues.		
PRIV8826	12/28/2012	Dillon, Andy	Moore, Charles			Attorney Client	Email Requesting Legal	No	Parent
						Common Interest	Advice And Reflecting		
						(Joint Defense)	Common Legal Interest Re:		
							Employee Healthcare		
PRIV8890	9/12/2013	Wong, Lisa				Attorney Client		No	Attachment
						Common Interest	Confidential Attorney-Client		
						(Joint Defense)	Communications with Detroit		
							Corporation Counsel* And		
							Reflecting Common Legal		
							Interest Re: Solvency Issues.		

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Privilege Description	Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Solvency Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Ermail Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.	Email Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC					
00		Hichez, Amy	Hichez, Amy		
Recipient		Moore, Charles	Moore, Charles	Moore, Charles	Hichez, Amy
Author	Wong, Lisa	Dillon, Andy	Dillon, Andy	Hichez, Amy	Moore, Charles
Date	9/12/2013	12/12/2012	12/12/2012	12/12/2012	12/12/2012
Privlog ID	PRIV8894	PRIV8900	PRIV8901	PRIV8902	PRIV8903

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0	Attorney Client Common Interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)					Attorney Client	Common interest	(Joint Defense)					Attorney Client	Common Interest	(Joint Defense)				-
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8							Hichez, Amy							Hichez, Amy															-					
u socio su s	Hichez, Amy Moore, Charles						Dillon, Andy							Moore, Charles							Dillon, Andy													
	Hichez, Amy						Moore,	Charles						Dillon, Andy							Moore,	Charles						Anderson,	Janet					
	12/12/2012						12/12/2012							12/12/2012							12/12/2012													
	PRIV8904						PRIV8905							PRIV8906							PRIV8907							PRIV8932						

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Privlog ID	Date	Author	Recipient	22	BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV9018	3/27/2012	Moore, (Charles	Conway, Van			Attorney Client Common Interest	Email Reflecting Confidential Attorney-Client	No	Parent
						(Joint Defense)	Communications with Detroit		
							Corporation Counsel* And		
							Reflecting Common Legal		
							Interest Re: Chapter 9		
							Bankruptcy Filing Issues,		
PRIV9355	5/22/2013	Ernst &				Attorney Client Work	Draft Report Prepared in	No	Attachment
		Young				Product Common	Anticipation of Litigation		• •
						Interest (Joint	Reflecting Confidential		
						Defense)	Attorney-Client		
							Communications And		
							Reflecting Common Legal		
							Interest Re: Restructuring		
							Issues.		
PRIV9442	4/30/2013	patrickbj				Attorney Client Work	Draft Letter Prepared in	No	Attachment
•						Product Common	Anticipation of Litigation		
						Interest (Joint	Reflecting Confidential		
						Defense)	Attorney-Client		
							Communications And	***	
							Reflecting Common Legal		
							Interest Re: Restructuring		
							Issues.		

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Doc Type	Attachment	Attachment	Attachment	Attachment	Attachment	Attachment	Attachment	Attachment
Redaction	Q	Q	8	Ŷ	Ŷ	ŝ	0Z .	<u>8</u>
Privilege Description	Draft Presentation Prepared in Anticipation of Littgation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Presentation Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Presentation Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Employee Pension Fund Obligation Issues.	Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filling Issues.	Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filling Issues.	Draft Memorandum Reflecting Confidential No Attomey-Ctient Communications And Reflecting Common Legal Interest Re; Restructuring Issues.	Draft Memorandurn Reflecting Confidential No Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	Draft Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Pre-Petition Litigation Issues.
Privilege Asserted	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)
BCC								
23					-			
Recipient								
Author								
Date	6/4/2013	6/4/2013	6/4/2013			5/29/2013	5/29/2013	2/18/2013
Priviog ID	PRIV0088	PRIV0089	PRIV0090	PRIV0094	PRIV0094	PRIV0450	PRIV0451	PRIV0484

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Privlog ID Date		Author	Reciplent	8	222	Priviege Asserted		Redaction	Doc Type
PRIV10454 3/21	3/2/2013					Attorney Client Work Product Common Interest (Joint Defense)	Draft Agreement Prepared in Anticipation of Lifigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal interest Re: Pre- Petition Litigation issues.	ON .	Attachment
PRIV10500						Attorney Client Common Interest (Joint Defense)	nd Re:	NO.	Attachment
PRIV10509 8/8/	8/8/2012					Attorney Client Common Interest (Joint Defense)	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	0 N	Attachment
PRIV10510				3		Attorney Client Common interest (Joint Defense)	nd Re:	0N	Attachment
PRIV10518			jan.		· · · · · · · · · · · · · · · · · · ·	Attorney Client Common Interest (Joint Defense)	Re:	0 <u>N</u>	Attachment
PRIV10519						Attorney Client Common Interest (Joint Defense)	nd Re:	ÔZ SZ	Attachment
PRIV10523						Attorney Client Common Interest (Joint Defense)	nd Re:	ÖZ	Attachment
PRIV10524 PRIV10526						Attorney Client Common Interest (Joint Defense) Attorney Client Common Interest (Joint Defense)	-	N N	Attachment
PRIV10527						Attorney Client Common Interest (Joint Defense)	Reflecting Common Legal Interest Re: Solvency Issues. Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	CN N	Attachment

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Kedaction	0 N	Yes	Q	Yes	^o N	٥ N	0 <u>N</u>	<u>%</u>	Na	o <u>N</u>	°N
Privilege Description	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Drait Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Cilent Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvency Issues.	Draft Filing Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Solvenov Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)										
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00											
Recipient							-				
Author					· · · · · · · · · · · · · · · · · · ·						
Priviog ID Date	PRIV10545	PRIV10546	PRIV10553	PRIV10554	PRIV10563	PRIV10564	PRIV10566	PRIV10567	PRIV10597	PRIV10598	PRIV10599

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oted Of Date	Alithor	Racintant		BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
	•		3					
PRIV10600					Attorney Client Common	Draft Filing Reflecting Confidential	P0	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
		-				Solvency Issues.		
PRIV10612		**************************************			Attorney Client Common	Draft Filing Reflecting Confidential	No	Attachment
		-			Interest (Joint Defense)	Attorney-Client Communications And		
					-	Reflecting Common Legal Interest Re:		
						Solvency Issues,		
PRIV10613					Attorney Client Common	Draft Filing Reflecting Confidential	0N	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
						Solvency Issues.		
PRIV10614			****************		Attorney Client Common	Draft Filing Reflecting Confidential	No	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
			-		_	Solvency Issues.		
PRIV10625					Attorney Client Common	Draft Filing Reflecting Confidential	Ŷ	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
						Solvency Issues.		
PRIV10626					Attorney Client Common	Draft Filing Reflecting Confidential	Ŷ	Attachment
					interest (Joint Defense)	Attorney-Client Communications And		
	<u> </u>					Reflecting Common Legal Interest Re:		
						Solvency Issues.		
DDIV10627					Attorney Client Common	Draft Filing Reflecting Confidential	No	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
						Solvency Issues,		
PRIV10628					Attorney Client Common	Draft Filing Reflecting Confidential	No No	Attachment
	••				Interest (Joint Defense)	Attorney-Client Communications And		
		~				Reflecting Common Legal Interest Re:	• • • • • • •	
						Solvency Issues.		
PRIV10631					Attorney Client Common	Draft Filing Reflecting Confidential	No	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
						Reflecting Common Legal Interest Re:		
						Solvency Issues.		
PRIV10632					Attorney Client Common	Draft Filing Reflecting Confidential	No	Attachment
					Interest (Joint Defense)	Attorney-Client Communications And		
<u> </u>						Reflecting Common Legal Interest Re:		
						Solvency Issues.		
				5.11.11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1				

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	Date	Autilior	Kecipien	3					
PRIV1955	7/11/2013					Attorney Client Work	Draft Memorandum Prepared in	No	Attachment
						Product Common	Anticipation of Litigation Reflecting		
						Interest (Joint Defense)	Confidential Attorney-Client		
							Communications And Reflecting Common		
		N					Legal Interest Re: Chapter 9 Bankruptcy		
							Filing Issues.		
PRIV2697	4/8/2013					Attorney Client Work	Chart Prepared in Anticipation of Litigation	No	Attachment
						Product Common	Reflecting Confidential Attorney-Client		
						Interest (Joint Defense)	Communications And Reflecting Common		
							Legal interest Re: Chapter 9 Bankruptcy		
							Filing Issues.		
PRIV2698	4/8/2013					Attorney Client Work	Report Prepared in Anticipation of	No	Attachment
						Product Common	Litigation Reflecting Confidential Attorney-	-	
						Interest (Joint Defense)	Client Communications And Reflecting		
						-	Common Legal Interest Re: Chapter 9		
							Bankruptcy Filing Issues.		
PRIV3060	5/8/2013					Attorney Client Work	Memorandum Prepared in Anticipation of	No	Attachment
						Product Common	Litigation Reflecting Confidential Attorney-		
						Interest (Joint Defense)	Client Communications And Reflecting		
							Common Legal Interest Re: Chapter 9		•
							Bankruptcy Filing Issues,		
PPN/3401	3/14/2013					Attorney Client Work	Draft Notes Prepared in Anticipation of	No	Attachment
						Product Common	Litigation Reflecting Confidential Attorney-		
						Interest (Joint Defense)	Client Communications with Byra,		
							Michelle* And Reflecting Common Legal		
							Interest Re: Pre-Petition Litigation Issues.		
					••••		Appointment of Kevyn Orr as EM		
						Attorney Client Common	Profit ofter Bofloction Confidential	ON	Attachment
PRIV3417						Participate (Inite Defense))	
							Priority-Circle Contraction with		
							Common I age Interest Re: Restructuring		
			1				Issues.		
PRIV4416						Attorney Client Common	+	No	Attachment
						Interest (Joint Defense)	Client Communications with Defroit		
							Corporation Counsel* And Reflecting		
							Common Legal interest Re: Pre-Petition		
			~		-		Litigation Issues.		
PRIV5371						Attorney Client Common		٩	Attachment
				• • • • •		Interest (Joint Defense)	Attorney-Client Communications And		
							Reflecting Common Legal Interest Re:		
							Contract Issues.		
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Privilege Description	Draft Agreement Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Contract Issues.	Report Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	Memorandum Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Employee Healthcare Obligation Issues.	Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications with Jones Day [*] And Reflecting Common Legal Interest Re: Restructuring Issues.	Memorandum Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.		Email Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	Email Reflecting Confidential Attorney- Client Communications with Bassett, Laura*; Ellman, Jeffrey* And Reflecting Common Legal Interest Re: Restructuring Issues.
Privilege Asserted	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC								
00								
Recipient								
Author								
Date		4/5/2013	4/17/2013	5/9/2013	5/12/2013	4/10/2013		6/24/2013
Privlog ID	PRIV5372	PRIV6131	PRIV6139	PRIV6232	PRIV6315	PRIV6390	PRIV6984	PRIV7148

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PRIV7225 PRIV7505 PRIV7571 1/13/2013 PRIV7602 4/2/2012 PRIV7680 PRIV7680					
		Attorney Client Work Product Common Interest (Joint Defense)	Agreement Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Contract Issues.	о Х	Attachment
		Attorney Client Common Interest (Joint Defense)	- <u>6</u> 6	°Z	Attachment
PRIV7602 4/2/2012 PRIV7680		Attorney Client Common Interest (Joint Defense)	lith Re;	°Z	Parent
PRIV7680		Attorney Client Common Interest (Joint Defense)	– ö	Q	Parent
		Attorney Client Common Interest (Joint Defense)		2	Attachment
PRiV8008		Attorney Client Common Interest (Joint Defense)		og st	Attachment
PRIV8339		Afforney Client Work Product Common Interest (Joint Defense)		oz	Attachment
PRIV8399 5/3/2013		Attorney Client Common Interest (Joint Defense)	Draft Spreadsheet Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring Issues.	0Z	Attachment

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Image: Sector of the common interest (unit Defense) Image: Sector of the common i	PRIV8431				Attorney Client Common Interest (Joint Defense)	2	QN	Attachment
Attorney Clent Work Attorney Clent Work Product Common Attorney Clent Work Product Common Interest (Joint Defense)	PRIV8432				Attorney Client Common Interest (Joint Defense)		°N N	Attachment
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Atomey Client Work Product Common Interest (Joint Defense) Atomey Client Work Product Common Interest (Joint Defense) Interest (Joint Defense)	PRIV8534				Attorney Client Work Product Common Interest (Joint Defense)	d in lecting it Corporation mmon Legal ruptcy Filing	õz	Attachment
Attorney Client Work Attorney Client Work Product Common Inferest (Joint Defense) Product Common Inferest (Joint Defense) Product Common Interest (Joint Defense)	PRIV8535				Attorney Client Work Product Common Interest (Joint Defense)		Ê	Attachment
Attorney Client Work Product Common Interest (Joint Defanse) Attorney Client Work Product Common Interest (Joint Defanse) Attorney Client Work Product Common Interest (Joint Defense)	PRIV8537				Attorney Client Work Product Common Interest (Joint Defense)	d in lecting it Corporation mmon Legal sues.	ON	Attachment
Attorney Client Work Product Common Interest (Joint Defense)	PRIV8538				Attorney Client Work Product Common Interest (Joint Defense)	ommon sues.	Q	Attachment
	PRIV8637				Attorney Client Work Product Common Interest (Joint Defense)		Q	Attachment

Privilege log entries with no parties identified

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Doc Type	Attachment	Attachment Attachment	Attachment	Attachment	Attachment	Attachment	Attachment
Kedaction	ę	9	Q	Yes	Ŝ	Ş	SN .
Primiege Description	Draft Chart Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankrupfcy Filing Issues.	Letter Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Restructuring Issues. Letter Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* And Reflecting	Issues. Issues. Spreadsheet Prepared in the Course of Litigation Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* Re: Restructuring	Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counsel* Re: Restructuring Issues.	Draft Presentation Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Employee Heatthcare Obligation Issues.	Draft Report Prepared in Anticipation of Litigation Reflecting Confidential Attorney- Client Communications with Detroit Corporation Counset* And Reflecting Common Legal Interest Re: Restructuring Issues.	Memorandum Reflecting Confidential Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Solvency Issues.
Privilege Asserted	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense) Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)	Attorney Client Work Product Common Interest (Joint Defense)	Attorney Client Common Interest (Joint Defense)
BCC							
Recipient							
Author							
Date			3/15/2013	3/15/2013		12/31/2012	
Privlog ID	PRIV8639	PRIV8648	PRIV8699	PRIV8700	PRIV8785	PRIV8824	PRIV8895

Privilege log entries with no parties identified

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			BCC	Privilege Asserted	Privilege Description	Redaction	Doc Type
PRIV8954				Attorney Client Work Product Common Interest (Joint Defense)	~	2	Attachment
PRIV 8955				Attorney Client Common Interest (Joint Defense)	Attorney Client Common Draft Agreement Reflecting Confidential Interest (Joint Defense) Attorney-Client Communications with Detroit Corporation Counsel* And Reflecting Common Legal Interest Re: Chapter 9 Bankruptcy Filing Issues.	° 2	Attachment
PRIV9443 4/30/2013	013			Attorney Client Work Product Common Interest (Joint Defense)	Draft Agreement Prepared in Anticipation of Litigation Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re: Restructuring issues.	°N N	Attachment
PRIV9733 6/5/2012	12			Attorney Client Common Interest (Joint Defense)		Yes	Attachment
PRIV9750		· .		Attorney Client Common Interest (Joint Defense)	Draft Agreement Reflecting Confidential Attorney-Client Communications And Reflecting Common Legal Interest Re. Contract issues.	<u>8</u>	Attachment

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Exhibit B

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JONES DAY

51 LOUISIANA AVENUE, N.W. • WASHINGTON, D.C. 20001.2113 TELEPHONE: +1.202.879.3939 • FACSIMILE: +1.202.626.1700

> Direct Number: (202) 879-3768 gsirwin@JonesDay.com

October 7, 2013

BY FIRST CLASS MAIL

Thomas N. Ciantra Cohen Weiss and Simon 330 West 42nd Street New York, New York 10036-6979

Re: City of Detroit

Dear Mr. Ciantra:

This letter responds to your letter of October 2, 2013, regarding documents which the City of Detroit withheld from its document production on the basis of a privilege, as identified on the accompanying privilege log. Rather than respond to the factual and legal assertions in your letter, with which we disagree, we believed the most productive approach was to again review the documents you identified, to determine whether the privilege claim was correct, and if so, whether the privilege log correctly reflected available information. As you know, you have asked us to investigate 423 documents in just a few days and we have done our best to oblige, but require additional time for certain documents. The size and exigent circumstances of this document production contributed to the mis-designation of some documents as privileged that were not, if fact, privileged. Indeed, some of the document you have identified have already been produced provided elsewhere in our own production. We will address the documents according to the categories to which you assigned them.

Exhibit A Documents

Your letter describes these documents as dated before March 15, 2013, for which a common interest privilege was claimed.

The following Exhibit A documents have already been produced:

10568DTMI001514547219DTMI00156103-61047220DTMI00156105-61079830DTMI00203649

ALKHOBAR • ATLANTA • BEIJING • BOSTON • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • DUBAI DÜSSELDORF • FRANKFURT • HONG KONG • HOUSTON • IRVINE • JEDDAH • LONDON • LOS ANGELES • MADRID MEXICO CITY • MILAN • MOSCOW • MUNICH • NEW YORK • PARIS • PITTSBURGH • RIYADH • SAN DIEGO SAN FRANCISCO • SÃO PAULO • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON 13-53846-SWr Doc 1234-4 Filed 10/17/13 Entered 10/17/13 22:37:49 Page 2 of 29

We are preparing the following Exhibit A documents for production, and no longer claim any privilege with respect to these documents.

0349	8901	2930	8931	7280
10482	8904	7232	9830	7287
10544	8910	7274	9732	8823
10592	8926	7284	0565	8900
10645	9749	7596	10509	8903
3401	8925	8898	10557	8906
7273	0405	8902	10621	8924
7283	10483	8905	2931	9733
7289	10556	8923	7242	10629
8824	10606	0484	8825	

The City of Detroit is asserting attorney-client privilege, but not the common interest privilege, with respect to the Exhibit A documents listed immediately below. Although the date of these documents is earlier that the date Jones Day's retention agreement was reduced to writing, the City was involved in various efforts related to restructuring, with the advice of counsel both from the City of Detroit Law Department, and the firm of Miller Canfield, before Jones Day was retained. Further, the privilege can attach to pre-retention communications. *See, State Farm Mut. Auto. Ins. Co. v. Hawkins*, No. 08-10367, 2010 BL 125273, at *4 (E.D. Mich. June 04, 2010) ("the privilege is not limited to fully consummated attorney-client relationships; it applies also to communications between a prospective client consulting with an attorney.") (citing *Devich v. Dick*, 143 N.W. 56, 58 (Mich. 1913).); *Kearns v. Fred Lavery/Porsche Audi Co.*, 573 F. Supp. 91, 94 (E.D. Mich. 1983) ("Communications in the course of preliminary discussions with a view to employing the lawyer are privileged") (quoting McCormick on Evidence, 2d ed. 179 (West Publishing Co. 1972)).

PRIV Number	Additional Information/Comments
7571	The privilege log will be corrected to reflect that author is Ernst & Young.
8784	Privilege log reflects that Michael McGee, an attorney from Miller Canfield, was a recipient of this communication.

With respect to the remaining Exhibit A documents listed immediately below, the City of Detroit is assessing whether these documents are subject to the attorney-client privilege and common interest doctrine. We will get back to you shortly on these: 8826, 8841, 4959.

Exhibit B Documents

You described these documents as dated before the retention of Jones Day by the City, for which the attorney-client privilege was asserted. Of course, the city has and had retained many other law firms to advise it with respect to various matters prior to the time they retained Jones Day.

The following Exhibit B documents have already been produced:

0394 DTMI00166138-197
0414 DTMI00166198-200
5665 DTMI00146890-147206

Moreover, we are preparing the following Exhibit B documents for production, and no longer claim any privilege with respect to these documents.

0277	0348	0398	0512	5658
0296	0349	0399	0513	5660
0297	0359	0400	0514	5662
0298	0369	0405	0517	5663
0301	0370	0407	0519	5664
0302	0371	0408	0520	5665
0303	0372	0411	0521	5698
0304	0373	0414	0523	5710
0305	0375	0493	0524	9672
0306	0376	0494	0551	9685
0307	0377	0496	0553	9692
0308	0378	0497	0555	9719
0310	0380	0498	0565	9720
0321	0381	0499	0566	9726
0322	0382	0502	4890	9731
0333	0383	0505	5630	9738
0335	0386	0506	5637	9739
0339	0388	0507	5649	9740
0340	0394	0508	5650	9742
0342	0395	0509	5652	9745

JONES DAY

Thomas N. C October 7, 20 Page 4				
0344 0267	0397 2930	0511 2931	5656	9749

The following Exhibit B documents were included on our original privilege log as attachments. The city is still asserting a privilege for these documents as they reflect attorney markings.

PRIV Number	Additional Information/Comments
5755	This document is reflected in error on the privilege log as "Work Product." It should be reflected as "Attorney-Client Privileged." It reflects an attorney notation. The parent email, PRIV5754, reflects the attorneys involved with this communication.
5968	This is the same document as PRIV 5755, and reflects the same notation. The parent email, PRIV 5967, reflects the attorneys involved with this communication.

The remaining Exhibit B documents were created in the period immediately prior to the date on which the City of Detroit engaged Jones Day as counsel, but nonetheless reflect attorney-client communications and thus remain privileged: 9660, 9661, 9664, 9667.

Exhibit C Documents

According to your letter, these are documents for which the common interest privilege was asserted, yet which lack documentation on the privilege log sufficient to support that assertion. Specifically, you state that no attorney was identified in the description of these documents.

The following Exhibit C documents have already been produced:

10730	DTMI00217102	6275	DTMI213740
2944	DTMI00202331-2361	8405	DTMI00203279-80
3012	DTMI00210446	8406	DTMI00203281-82
3415	DTMI00211375	8407	DTMI00203283
3795	DTMI00212692	8530	DTMI00203319
3798	DTMI00212693	8531	DTMI0020322
3979	DRMI00213055	8532	DTMI00203324

3991	DTMI00213056	8567	DTMI00203376
4266	DTMI002087093	8932	DTMI00203650

We are preparing the following Exhibit C documents for production, and no longer claim any privilege with respect to these documents.

0020	7287	10423	72(7	10(25	7516
			7267	10635	7516
10636	7523	10637	7283	10767	7525
10800	7540	10801	7289	10802	7679
10803	8005	10804	7524	10805	8152
2744	8153	3118	7674	3144	8223
3165	8390	3185	8006	3142	8393
3276	8543	3332	8220	3333	8542
3368	8647	3248	8542	3765	8636
3981	8696	4066	8544	4183	8695
4230	8894	4233	8694	4403	8890
4424	8902	4427	8713	4461	8901
4490	8905	6569	8900	7121	8904
7165	8932	7173	8903	7221	8907
7228	7260	7234	8823	7242	9442
7247	7274	7248	8906	7253	7284
			9018	7268	8825

The City of Detroit is asserting attorney-client privilege, but not the common interest privilege, with respect to the documents listed immediately below. With respect to these documents, if the data on the privilege log was incorrect, or could be supplemented, we provide that information here. One recurring problem, especially with the documents in Category D, but also with the documents in this category, is that you have separated the parent email from the attachments. The information on the log with respect to the parent email (date, author, etc.) should inform your judgments as to the privileged nature of the attachment.

PRIV Number	Additional Information/Comments
0086	The entry on the log was undated, but should reflect a date of 05/22/2013. This is a draft spreadsheet authored b2744y Ernst & Young in the context of the restructuring, to aid Jones Day and Miller Canfield.

PRIV Number	Additional Information/Comments
10848	This email forwards an email from Dan Moss of
	Jones Day. If the privileged portion of the email
	were redacted, the resulting document would be
	non-responsive.
1351	This draft spreadsheet was prepared by both
	Conway MacKenzie and Jones Day. The email i
	attached to a parent email (PRIV 1350) which is
	privileged itself, but that entry on the privilege
	log provides further information as to the lawyers
	and advisors drafting and using the spreadsheet.
1527	This is the same draft spreadsheet as 1351. The
	parent email is at PRIV 1526.
2315	This is a draft spreadsheet prepared by Ernst &
	Young, for Jones Day. The parent email (PRIV
	2315) provides the identity of the lawyers
	communicating regarding the chart.
2316	This is a draft spreadsheet similar to PRIV 2315,
	with the same parent email.
2317	This is a draft spreadsheet similar to PRIV 2315,
	with the same parent email.
2750	This is a draft document authored by Jones Day.
	The privilege log erroneously identifies the
	author as Kevyn Orr.
2982	This is an outline that was prepared by Conway
	MacKenzie. The parent email (PRIV 2981)
	provides the identity of the lawyers
	communicating regarding the chart.
3084	This is a draft chart prepared by Ernst & Young
	in connection with work done by Jones Day for
	the City of Detroit. Please see parent email at
	PRIV 3083.
3208	This is an email from B. Nowling to K. Orr
	forwarding another email from Abernathy
	MacGregor (a public relations firm working for
	the City) to all the advisors (including Jones Day)
	requesting advice.
3210	This was an attachment to PRIV 3208 above, and
	is a draft document sent to the advisors (including

PRIV Number	Additional Information/Comments Jones Day).	
3211	This was an attachment to PRIV 3208 above, and	
	is a draft document sent to the advisors (including	
	Jones Day).	
4022	This is an email that forwards another email from	
	S. Mays to K. Orr which discusses legal advice.	
	We will produce a redacted version.	
4334, 4335,	These are the same documents as 3208 (not	
4336	identical; this is the email forwarded by PRIV	
	3208), 3210, and 3212. In this instance of the	
	parent email, the recipients of the email were not	
	included in the privilege log. They are: Bill	
	Nowling, Bruce Bennett*, Corinne Ball*, David	
	Heiman*, Heather Lennox*, Jeffrey Ellman,*	
	James Doak, Kenneth Buckfire and Kyle	
	Herman.	
4406	This is a draft document attached to an email sent	
	by The Abernathy MacGregor Group (a public	
	relations firm working for the City) to Jones Day	
	and other advisors. See parent email at 4405 for	
	identification of the attorneys that this was sent	
	to.	
4407	This is the same document as 4406 above.	
4423	The privilege log erroneously identifies Bill	
	Nowling as the author of this document. It was	
	authored by Jones Day.	
7566, 7567,	These spreadsheets were all prepared by Ernst &	
7569	Young for Jones Day.	
7813	This is an email between advisors at Conway	
	MacKenzie and at Milliman regarding privileged	
=	matters.	
7814	This is the another version of the email string at	
	PRIV 7813 above, and contains communications	
0.411.0.410	among the advisors regarding privileged matters.	
8411, 8412,	Emails, and an attached draft document,	
8413, 8414,	communicating among advisors about matters	
8415, 8416,	undertaken with the advice and on behalf of Jones	
8417, 8418,	Day.	

PRIV Number	Additional Information/Comments
8419, 8420	
8450	Email reflects status of Jones Day legal advice.
9355	This is a draft spreadsheet prepared for Ernst & Young for Jones Day. The parent email, PRIV 9354, reflects the attorneys involved in the communication about this document.
0732	This document appears in error on the log to have been authored by Jones Day, and Rick Snyder (as does PRIV 0731, another attachment to the same parent email). Both were authored by Jones Day.

With respect to the documents listed immediately below, the City of Detroit is asserting both attorney-client privilege and common interest privilege. Errors in the privilege log as well as additional information about the document are listed below.

PRIV Number	Additional Information/Comments
0081	This document appears undated on the log, but is dated 06/06/2013. The parent email, PRIV 0080, reflects the attorneys and Michigan state officials involved with this document.
0093	This document appears undated on the log, but is date 06/03/2012. This is a different version of PRIV 0081, above. The parent email, PRIV 0092, reflects the attorneys and Michigan state officials involved with this document.
0224	This document appears undated on the log, but is dated 04/08/2013. The parent email, PRIV 0223, reflects the attorneys and Michigan state officials involved with this communication.
0458	This document appears undated on the log, but is dated 05/14/2013. The parent email, PRIV 0457, reflects the attorneys, advisors, and Michigan state officials involved with this document.
0979	The parent email, PRIV 0977, reflects the attorneys and further contains an email string indicating that the document was sent to Andy

Dillon of the State of Michigan.
Built
The parent email, PRIV 977, reflects the
attorneys involved with this communication and
further contains an email string indicating that
the document was sent to Andy Dillon of the
State of Michigan.
The parent email, PRIV 977, reflects the
attorneys involved with this communication and
further contains an email string indicating that
the document was sent to Andy Dillon of the
State of Michigan.
This email forwards several emails from Brian
Sedlak*, to K. Orr which reflect attorney-client
privileged communications.
Email discusses attorney-client communications,
and forwards an email to C. Ball*, J. Telpner *,
D. Heiman*, and Miller Canfield attorneys.
Email string building on PRIV 3460, above.
Email forwards email from Jeffrey Ellman*, to
Bill Nowling, Kevyn Orr, Sonya Mays, Shani
Penn, Brom Stibitz, Andy Dillon, Thomas
Saxton, Greg Tedder, with cc to C. Moore, G.
Malhotra, B. Bennett*, C. Ball*, D. Heiman*, H.
Lennox*, and K. Buckfire containing privileged
communications.
Email forwards email string among Jeffrey
Ellman*, David Heiman*, cc Kevyn Orr, Corrine
Ball,* and A. Dillon, reflecting privileged
communications.
Email from Kevyn Orr to Andy Dillon reflecting
privileged communications.
Same email string as PRIV 3460 and 3602,
above.
This is the same document as PRIV 4423 (for
which attorney-client privilege is asserted,
above). This document was shared with
Michigan state officials.
Email reflects confidential communication with

PRIV Number	Additional Information/Comments
	attorney.
8666	Same email string as PRIV 8664.
8667	Same email string as PRIV 8664.
8668	Same email string as PRIV 8668.

Due to the very tight time period you requested for our response, we are not yet finished with our analysis of the documents you categorized to Exhibit D, although we hope to have that completed by tomorrow. The major issue we are finding with the documents listed in Exhibit D is that you need to refer to the parent email to determine which lawyers were involved with the attachment. We will provide our response on those documents as soon as we can.

Sincerely,

Geoffrey S. Irwin

Exhibit C

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JONES DAY

51 LOUISIANA AVENUE, N.W. • WASHINGTON, D.C. 20001.2113 TELEPHONE: +1.202.879.3939 • FACSIMILE: +1.202.626.1700

October 7, 2013

BY FIRST CLASS MAIL

Thomas N. Ciantra Cohen Weiss and Simon 330 West 42nd Street New York, New York 10036-6979

Re: City of Detroit

Dear Mr. Ciantra:

In our letter yesterday, we informed you that we would get you the results of our analysis of the documents you categorized as Exhibit D documents in your letter of October 2, 2013, as soon as possible. This letter provides the results of that analysis.

Exhibit D Documents

Your letter describes these documents as having no source or recipient listed on the privilege log.

The following Exhibit D documents have already been produced:

3417 - DTMI00211376-380	8537 - DTMI00203327-3328
8538 - DTMI00203329-3348	10518 - DTMI00150711-0855
10519 - DTMI00150856-1012	10553 - DTMI00151050-1071
10554 - DTMI00151072-1213	8824 - DTMI00234951-4956

We are preparing the following Exhibit D documents for production, and no longer claim any privilege with respect to these documents.

0094	0484	5371	5372	6131	3401
5317	5372	6984	7225	7505	7680
8008	8534	8535	8648	8650	8699
8700	8895	8954	8955	9443	9733
10500	10509	10510	10523	10524	10526
10527	10545	10546	10563	10564	10566
10567	10598	10599	10600	10612	10613
10614	10625	10626			

The City of Detroit is asserting attorney-client privilege, but not the common interest privilege, with respect to the Exhibit D documents listed in the chart that follows. We have provided additional information when available, as well as identified corrections to the privilege log.

ALKHOBAR • ATLANTA • BEIJING • BOSTON • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • DUBAI FRANKFURT • HONG KONG • HOUSTON • IRVINE • JEDDAH • LONDON • LOS ANGELES • MADRID • MEXICO CITY MILAN • MOSCOW • MUNICH • NEW DELHI • NEW YORK • PARIS • PITTSBURGH • RIYADH SAN DIEGO • SAN FRANCISCO • SHANGHAI. • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEL • TOKYO • WASHINGTON 13-53846-SWI DOC 1234-4 FILED 10/17/13 Entered 10/17/13 22:37:49 Page 13 of 29

PRIV Number	Additional Information/Comments
0450	The privilege log erroneously reflects no date or author
	for this document. This draft report is dated 05/29/2013
	and was authored by Jones Day. Reference to the paren
	email, PRIV 449, will reflect the lawyers and advisors
	involved with this document.
0451	The privilege log erroneously reflects no date or author
	for this document. This draft report is dated 05/29/2013
	and was authored by Jones Day. Reference to the parent
	email, PRIV 449, will reflect the lawyers and advisors
	involved with this document.
1955	The privilege log erroneously reflects no author for this
	document. The author is Oliver S. Zeltner, a Jones Day
	lawyer. Reference to the parent email, PRIV 1953, will
	reflect the lawyer this document was sent to.
2697	The privilege log erroneously reflects no author for this
	document. The author is Oliver S. Zeltner, a Jones Day
	attorney. Reference to the parent email PRIV 2696, will
	reflect the lawyer this document was sent to.
2698	The privilege log erroneously reflects no author for this
	document. The author is Oliver S. Zeltner, a Jones Day
	attorney. Reference to the parent email 2696, will
	reflect the lawyer this document was sent to.
6139	The privilege log erroneously reflects no author or date
	for this document. This document is dated 02/07/2013,
	and was authored by Michael McGee and Richard
	Warren of Miller Canfield.
6232	The privilege log erroneously reflects no author for this
	document. This document was authored by Jones Day.
6315	The privilege log erroneously reflects no author for this
	document. This document was authored by Jones Day.
6390	The privilege log erroneously reflects no author for this
	document. This draft letter was authored by John
	Willems of Miller Canfield.
10454	The privilege log erroneously reflects no author or date
	for this document. The author is Cadwalader, a firm
	that does not represent the City. However, the
	document reflects comments by Miller Canfield. The
	date of the document is 03/02/2013.

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With respect to the Exhibit D documents listed in the chart that follows, the City of Detroit is asserting both attorney-client privilege and common interest privilege. Errors in the privilege log as well as additional information about the documents are listed below.

PRIV Number	Additional Information/Comments
0088	The privilege log erroneously reflects no author for this document. This draft presentation was created by Ernst & Young for Jones Day, and was shared with Michigan state officials. Reference to the parent email, PRIV 0087, reflects the attorneys and Michigan state officials involved with this document.
0089	The privilege log erroneously reflects no author for this document. This draft presentation was authored by Jones Day. Reference to the parent email, PRIV 0087, reflects the attorneys and Michigan state officials involved with this document.
0090	The privilege log erroneously reflects no author for this document. This draft presentation was authored by Jones Day, and was shared with Michigan state officials. Reference to the parent email, PRIV 0087, reflects the attorneys and Michigan state officials involved with this document.
3060	The privilege log erroneously reflects no author for this document. This draft report was drafted by Jones Day. Reference to the parent email, PRIV 3058, reflects the attorneys and Michigan state officials involved with this document.
7148	The privilege log erroneously reflects no author, recipient or cc's for this email. The document is an email string among Brom Stibitz, a Michigan state official, Shani Penn, Jeff Ellman*, Laura Bassett* and Michael McGee.* CCs include K. Orr, A. Dillon, T. Saxton, and G. Tedder (the last three are Michigan officials)
8339	The privilege log erroneously reflects no author for this document. The author is Daniel Moss of Jones Day. Although the document is not dated, the parent email, PRIV 8338, reflects a date of 05/09/2013, and also reflects that the original email to which this document was attached was sent to Greg Tedder, a Michigan state official.
8399	The privilege log erroneously reflects no author for this document. The author is Ernst & Young. Reference to the parent email, PRIV 8398, reflects the lawyers and

PRIV Number	Additional Information/Comments
	Michigan state officials, involved with this document.
8431	The privilege log erroneously reflects no author or date for this document. The date is 04/25/2013, and the author is Ernst & Young. Reference to the parent email, PRIV 8429, reflects the lawyers and Michigan officials involved with this document.
8432	The privilege log erroneously reflects this document as undated. It is dated 04/26/2013. Reference to the parent email, PRIV 8429, reflects the lawyers and Michigan officials involved with this document.`
8433	The privilege log erroneously reflects this document as undated. It is dated 04/26/2013. Reference to the parent email, PRIV 8429, reflects the lawyers and Michigan officials involved with this document.

The City of Detroit is still assessing its position with respect to privileges applicable to the following documents: 7571, 8637, 8639, 8785, 8824. We will get back to you shortly on those documents.

In addition, we produced one document, PRIV 4416 – DTMI00209362, that we request you destroy all copies of, pursuant to the terms under which we produced these documents, because it is a privileged document, authored by a Jones Day attorney.

Sincerely, Geoffrey S. Irwin

Exhibit D

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From: Geoffrey S Irwin [mailto:gsirwin@JonesDay.com] Sent: Tuesday, October 15, 2013 10:49 PM Cc: slevine@lowenstein.com; wjung@lowenstein.com; pgross@lowenstein.com; bceccotti@cwsny.com; pdechiara@cwsny.com; anthony.ullman@dentons.com; lbrimer@stroblpc.com; mtaunt@stroblpc.com; mfield@stroblpc.com; eerman@ermanteicher.com; czucker@ermanteicher.com; bpatek@ermanteicher.com; Gordon, Robert D.; Deeby, Shannon L.; Green, Jennifer K.; Feldman, Evan J.; charlesidelsohnattorney@yahoo.com; Gregory Shumaker

Subject: City of Detroit

Ms. Green:

I am in receipt of your email on Saturday night to Greg Shumaker regarding privilege claims. As to your general question regarding the production of attachments, each document in the review is analyzed as a stand-alone document for privilege purposes, unless there are circumstances in the cover email or attachment which would make the attachment privileged or work product in the context of the entire collection of documents (for example, the cover email reflects that the markings on the attachment are from an attorney; or the cover email is forwarding a set of documents and requesting attorney advice with respect to those documents). Each document on the privilege log, whether a parent email or an attachment, is designated with its own number, and when counsel sends us a request to produce a document on the privilege log with reference to a specific number, we analyze that document alone, not that document and all the attachments. Of course, the log also reflects if the document is a parent or attachment, to aid you in determining the relationship between the documents. The bottom line is that we did not analyze the privileged status of the documents that you did not request that we analyze, whether they were parents or attachments. Another reason we proceed in this way is that if we assume you are challenging the privileged status of all of the attachments to a document, it increases the time it takes to respond to your request, perhaps needlessly, if you have no intention of challenging the privileged status of the attachment.

The example you provided is a case in point (DTMI002333348-3349). This document has eight attachments. Based on your request that we produce those attachments, we have gone back and reviewed the status of the attachments. The attachments to this email, and the email itself, are all privileged. To the extent any of this email and any of its attachments have previously been inadvertently produced, we request that you return or destroy them pursuant to the reservation of rights regarding the inadvertent production of any documents protected by the work product doctrine, common interest doctrine, the attorney-client privilege or any other applicable privilege.

We will address the status of each of the parent email, as well as each attachment, as they are described at the bottom of the parent email:

(1) Email dated 06/05/2012 from Thomas A. Wilson to Heather Lennox; cc to Corinne Ball, and Jeffrey Ellman. This email appears as PRIV 9731 on our first privilege log, and 2677 on our second privilege log, and the attorney-client privilege is claimed for this document. After further investigation, we believe that this document is shielded from

1

production by the work product doctrine. The document was inadvertently produced at DTMI00233348, and we request its return or destruction.

(2) Document listed as "NYI_4399007_4_Detroit_Memo Re Public Act 4 and Chapter 9.DOCX." This document was listed on our first privilege log as PRIV 5621, and on our second privilege log as PRIV 2678. Both the attorney-client and work product doctrine were claimed with respect to this document. After further investigation, we believe that this document is shielded from production by the work product doctrine. The document has not been produced.

(3) Document _1933683_13_Detroit - Memorandum Analyzing Various Aspects of Proposed DWSD Transaction.DOCX." This document was listed on our first privilege log as PRIV 1199, PRIV 9732, PRIV 1204, and PRIV 9681, and on our second privilege log as PRIV 2618. The attorney-client privilege was claimed, as well as the common legal interest doctrine. After further investigation, we believe that this document is shielded from production by the work product doctrine. It was inadvertently produced at DTMI00233350-3404, and we request its return or destruction.

(4) Document listed as "CLI_1934731_6_Detroit - Cover Memo for DWSD Transaction Memo.DOCX." This document was listed on our first privilege log as PRIV 1201, PRIV 1205, PRIV 5625, and on our second privilege log as PRIV 2680. Both attorney-client privilege and the work product doctrine were claimed for this document. After further investigation, we believe that this document is shielded from production by the work product doctrine. It has not been produced.

(5) Document listed as "ATI_2484061_2_City of Detroit - Memo on Michigan Constitutional OPEB Protections.DOC." This document was listed on our first privilege log as PRIV 5708 and on our second privilege log as PRIV 0077, and PRIV 2681, and attorney-client privilege was claimed. After further investigation, we believe that this document is shielded from production by the work product doctrine. It has not been produced.

(6) Document listed as ATI_2483523_2_City of Detroit - Memo on Michigan Constitutional Pension Plan Protections.DOC." This document was listed on our first privilege log as PRIV 5709 and PRIV 5627, and on our second privilege log as PRIV 0076 and PRIV 2682. Both attorney-client privilege and the work product doctrine were claimed. After further investigation, we believe that this document is shielded from production by the work product doctrine. It has not been produced.

(7) Document listed as "CLI_1933048_2_Detroit - Establishing Tri County Authority.DOCX." This document was listed on our first privilege log as PRIV 0482, PRIV 0563, and PRIV 0628 and on our second privilege log as PRIV 2683, PRIV 2619 and PRIV 0139. Claims of both attorney-client privilege and the work product doctrine were claimed. After further investigation, we believe that this document is shielded from production by the work product doctrine. It has not been produced. (8) Document "Detroit - Seidman Email Memos.pdf." This document was listed on our first privilege log as PRIV 9733, PRIV 5630, PRIV 0399, and on our second privilege log as PRIV 2685. The attorney-client privilege was claimed. On further investigation, we believe that this document is shielded from production by the work product doctrine. It was inadvertently produced at DTMI00233405-3406, DTMI100233441-3442, and DTMI00234872-4873, and we request its return or destruction.

(9) Document "Ability of Various Entities to Enter into Interlocal Agreement.pdf." This document was listed on our first privilege log as PRIV 0564, and PRIV 5629, and on our second privilege log as PRIV 2620 and PRIV 2684. Both the attorney-client privilege and the work product doctrine, as well as the common interest doctrine were claimed. On further investigation, we believe that this document is shielded from production by the work product doctrine. It has not been produced.

Thank you.

Geoff Irwin



Geoffrey S. Irwin • Partner

Washington Office • 51 Louisiana Ave. NW • Washington, DC 20001-2113 Direct: 202.879.3768 • Fax: 202.626.1700 • <u>gsirwin@jonesday.com</u>

=========

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

LEGAL NOTICE: This e-mail is for the exclusive use of the intended recipient(s), and may contain privileged and confidential information. If you are not an intended recipient, please notify the sender, delete the e-mail from your computer and do not copy or disclose it to anyone else. Your receipt of this message is not intended to waive any applicable privilege. Neither this e-mail nor any attachment(s) establish an attorney-client relationship, constitute an electronic signature or provide consent to contract electronically, unless expressly so stated by a Clark Hill attorney in the body of this e-mail or an attachment.

FEDERAL TAX ADVICE DISCLAIMER: Under U. S. Treasury Regulations, we are informing you that, to the extent this message includes any federal tax advice, this message is not intended or written by the sender to be used, and cannot be used, for the purpose of avoiding federal tax penalties.

Exhibit E

13-53846-swr Doc 1234-4 Filed 10/17/13 Entered 10/17/13 22:37:49 Page 21 of 29

In Re: City of Detroit, Debtor

Governor Richard D. Snyder October 9, 2013

> Moretti Group 471 W. South Street Suite 41B Kalamazoo, MI 49007 800-536-0804



Original File 100913RS.TXT Min-U-Script® with Word Index

Page 3

			i ugo i			i dge o
1		UNITED STATES BANKR		1	APPEARANCES, C	CONTINUING:
2		THE EASTERN DISTRI SOUTHERN DIVISION	- DETROIT	2	FOR THE STATE	OF MICHIGAN:
3	In re:		Chapter 9	3		MICHIGAN DEPT. OF ATTORNEY GENERAL
4	CITY OF DETROIT	, MICHIGAN,	Case No. 13-53846	4		Assistant Attorney General Solicitor General Bureau
5	D	ebtor,	Hon. Steven W. Rhodes	5		7th Floor G. Mennen Williams Building 525 West Ottawa Street
6		PED DEPOSI	TION OF	6		P.O. Box 30212 Lansing, Michigan 48909
7	WITNESS:	GOVERNOR RICHARD D	. SNYDER	7		517.373.1124 nelsonm9@michigan.gov
8	LOCATION:	The Romney Buildin	a	8		BY: MARGARET A. NELSON (P30342)
9		111 S. Capitol Ave Lansing, Michigan	nue	9		MICHIGAN DEPT. OF ATTORNEY GENERAL Chief Legal Counsel
10	DATE:	Wednesday, October	9. 2013	10		Executive Division 7th Floor G. Mennen Williams Building
11		8:38 a.m.	.,	11		525 West Ottawa Street P.O. Box 30212
12	APPEARANCES:			12		Lansing, Michigan 48909 517.373.1110
13	FOR PLAINTIFFS	FLOWERS:		13		schneiderm7@michigan.gov BY: MATTHEW SCHNEIDER (P62190)
14		LAW OFFICE OF WILL 30515 Timberbrook		14		OFFICE OF THE GOVERNOR-LEGAL DIVISION
15		Bingham Farms, Mic 248.644.9200		15		George W. Romney Building 111 South Capitol Avenue
16		billwertheimer@gma BY: WILLIAM A. WER		16		P.O. Box 30013 Lansing, Michigan 48909
17			INSIMER (F20275)	17		517.241.5630
18	FOR INTERNALLUI	NAL UNION, UAW:	TMON LLP	18		gadolam@michigan.gov BY: MICHAEL F. GADOLA (P43960)
19		COHEN, WEISS and S 330 West 42nd Stre	et	19		DICKINSON WRIGHT, PLLC
20		New York, New York 212.563.4100		20		215 South Washington Square, Suite 200 Lansing, Michigan 48933-1816
20		pdechiara@cwsny.co BY: PETER D. DeCHI		20		517.487.4710 pellsworth@dickinsonwright.com BY: PETER H. ELLSWORTH (P23657)
22	FOR THE RETIRE	ES COMMITTEE:		21		BY: PETER H. ELLSWORTH (P23657)
22		DENTONS US LLP	3	22		
23		1221 Avenue of the New York, New York		23		
24		212.768.6881 arthur.ruegger@den		24		
23		BY: ARTHUR H. RUEG	GER, ESQUIRE	20		
			Page 2			Page 4
1	ADDEADANCES C	ONTINIIING.	Page 2		ADDEADANCES (Page 4
	APPEARANCES, CO		Ū.	1	APPEARANCES, C	0
2	FOR AFSCME, AM		Page 2 F STATE, COUNTY and	1 2	APPEARANCES, C	CONTINUING:
2 3	FOR AFSCME, AM	ERICAN FEDERATION O OYEES, AFL-CIO: AFSCME GENERAL COU	F STATE, COUNTY and NSEL'S OFFICE	1		CONTINUING: DF DETROIT: JONES DAY
2 3 4	FOR AFSCME, AM	ERICAN FEDERATION O OYEES, AFL-CIO: AFSCME GENERAL COU 1101 17th Street, Washington, D.C.	F STATE, COUNTY and NSEL'S OFFICE NW, Suite 900	1 2 3 4		CONTINUING: DF DETROIT: JONES DAY 51 Louisiana Avenue, NW Washington, D.C. 20001-2113
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In Re: City of Detroit, Debtor

Governor Richard D. Snyder October 9, 2013

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In Re: City of Detroit, Debtor

				October 9, 2013
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1	The fourth production of documents was made	1		through the appropriations process with the
		2		legislature and the Governor.
2				
3		3	•	My question was would you support an additional
4	1 1 2 /	4		level of support?
5	1	5	А.	I said I've been supportive of improved services for
6	fact that we have an ongoing duty to supplement, and	6		citizens, not necessarily the repayment of debts.
7	that was the purpose for the additional document	7	Q.	That might have been responsive so I don't mean to
8	production yesterday.	8		be argumentative, but the narrower question is would
9		9		you support an additional level of support for
10		10		Detroit in order to help deal with the so-called
11		11		underfunding pension issue?
12		12		MS. NELSON: Asked and answered. Go ahead.
	-			
13		13		Go ahead.
14		14		THE WITNESS: Oh. I view that as a
15		15		that's a question that I couldn't answer because
16	8:42 a.m.	16		it's a hypothetical. It would depend on the entire
17	This is the video deposition of Governor	17		situation for the facts depending on the potential
18	Richard Snyder. We're at the Romney Office	18		plan of adjustment for the debts.
19	Building, 111 South Capitol Avenue in Lansing,	19	BY	MS. LEVINE:
20	Michigan.	20	Q.	Well, between March 28, 2013 and June 14, 2013, did
21		21	-	you have discussions with Kevyn Orr about a business
22	· · · · · · · · · · · · · · · · · · ·	22		plan or a restructuring plan or a redevelopment plan
23	-	23		for the City of Detroit?
24			A.	Kevyn Orr was building a plan for creditors they
25		25	11.	presented in June of this year.
2.5	caned as a writess, being first dary sworn, was	25		presented in suite of this year.
-	Page 10			Page 12
1	examined and testified as follows:	1	Q.	Did you have discussions with him with regard to
2	EXAMINATION	2		that plan before the June presentation?
3	BY MS. LEVINE:	3	A.	I had discussions that would have been subject to
4	Q. Good morning, Governor.	4		attorney-client privilege.
	A. Good morning.	5	Q.	Is it your understanding that that plan includes a
	Q. My name is Sharon Levine. I'm with the law firm of	6	χ.	two billion dollar note for unsecured creditors?
7			A.	Yes.
			Q.	And what's your understanding of what that plan
8			Q.	
9	57 5	9		includes with regard to vested pension benefits for
10	ý 5	10		the citizens of Detroit?
11	e		A.	The proposal includes some portion of that note
	A. January 1, 2011.	12		being allocated towards pensioners.
	Q. And at the time you took office, was the State		Q.	So the plan does not include just leaving the vested
14	1 66 6	14		pension benefits alone, does it?
15	11 2		А.	Well, with respect to the funded piece of pension
16		16		plans, that's available. There's an open question
17	A. I would have to check that.	17		with respect to the unfunded portion.
18	Q. Would you be willing to support having the State	18	Q.	Do you understand that in a Chapter 11 corporate
19	provide a greater level of financial support than it	19		bankruptcy case that the Pension Benefit Guaranty
20	is today in order to help the City of Detroit with	20		Corporation or the PBGC provides federal insurance
21	its plan of adjustment and particularly in order to	21		for beneficiaries of a pension if a defined benefit
22		22		plan is terminated?
	A. In terms of we have many competing interests for the		A.	Yes.
1 2				
24	State of Michigan with respect to our budget. I	24	Q.	And is it your understanding that in a Chapter 9
24 25		24 25		And is it your understanding that in a Chapter 9 bankruptcy case there is no similar protection for

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1		vested pension benefits?	1	attorney and other bankruptcy professionals paid
	A.	Yes.	2	ahead of retirees in connection with the Chapter 9
		What's your understanding of how the Detroit		process?
3	Q.		3	1
4		citizens, the AFSCME retirees will support	4 A.	I view that as a legal matter because that's a
5		themselves assuming that there's a diminution in the	5	subject matter of how Chapter 9 bankruptcies work.
6		current level of pension benefit provided?	6 Q.	The question I was asking was whether or not you
7	A.	Could you clarify your question because you had	7	believe it's fair. I'm not asking you whether or
8		conflicting statements.	8	not it's a legal matter.
9		You asked about the citizens of Detroit and	9 A.	Well, I view it as just speculation on my part
10		then you asked about the retirees.	10	because we're in Chapter 9, so that would be part of
11	Q.	Well, let's go with the retired citizens of Detroit	11	the legal process.
12		first.	12 Q.	Is it your understanding that the Wall Street
13		To the extent that their pensions are	13	creditors, municipal bond holders will share in this
14		diminished and there is no PBGC or federal	14	two billion dollar note alongside of the retirees
15		protection for them, what's your understanding under	15	with regard to their unsecured claims?
16		the plan of the proposed plan how they will	16 A.	Again, there has been no plan presented in
17		support themselves?	17	bankruptcy, so that would be a hypothetical. If you
18		MS. NELSON: Objection; calls for	18	go back to the proposal to the creditors, that was
19		speculation, form, foundation.	19	to be part of good faith negotiations, and there was
20		THE WITNESS: Given that we're in the	20	an attempt to do that so that would have all been
21		Chapter 9 process, there's been no plan presented at	21	consentual.
22		this point in time.	22 Q.	Do you believe it's fair to pay Wall Street-type
23	BY	MS. LEVINE:	23	municipal bond creditors ahead of retirees?
	Q.	We already had a little bit of a discussion that	23 24 A.	Again, that's part of the mutual negotiations that
25	Q٠	you're aware of the plan that was presented to	25	were part of the proposal for creditors.
2.5		you're aware of the plan that was presented to	23	were part of the proposal for electrons.
		Page 14		Page 16
1		creditors in June of 2013, correct?	1 Q.	Prior to the time that Detroit filed for bankruptcy,
	A.	That was part of going through a process from the	- ~.	There is the time that better med for buildingtey,
3	11.		2	is it your understanding that House Speaker Bolger
4			2	is it your understanding that House Speaker Bolger had any involvement or discussions with Keyvn Orr
		City of Detroit asking its creditors for good faith	3	had any involvement or discussions with Kevyn Orr
	0	City of Detroit asking its creditors for good faith negotiations.	3 4	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?
5	Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was	3 4 5 A.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall.
5 6	Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there	3 4 5 A. 6 Q.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the
5 6 7	Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension	3 4 5 A. 6 Q. 7	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?I don't recall.Did he have discussions with you with regard to the bankruptcy filing?
5 6 7 8		City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct?	3 4 5 A. 6 Q. 7 8 A.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?I don't recall.Did he have discussions with you with regard to the bankruptcy filing?In terms of speaking to Speaker Bolger, occasionally
5 6 7 8 9	Q. A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the	3 4 5 A. 6 Q. 7 8 A. 9	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?I don't recall.Did he have discussions with you with regard to the bankruptcy filing?In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the
5 6 7 8 9 10	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties.	3 4 5 A. 6 Q. 7 8 A. 9 10	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?I don't recall.Did he have discussions with you with regard to the bankruptcy filing?In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit.
5 6 7 8 9 10 11	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing?I don't recall.Did he have discussions with you with regard to the bankruptcy filing?In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit.And did he express any views with regard to the
5 6 7 8 9 10 11 12	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing?
5 6 7 8 9 10 11 12 13	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall.
5 6 7 8 9 10 11 12 13 14	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy
5 6 7 8 9 10 11 12 13 14 15	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing?
5 6 7 8 9 10 11 12 13 14 15 16	A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as
5 6 7 8 9 10 11 12 13 14 15 16 17	A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan?	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on
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5 6 7 8 9 10 11 12 13 14 15 16 17	A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege.	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you
5 6 7 8 9 10 11 12 13 14 15 16 17 18	A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood.
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5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A. Q. A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18 19 Q. 20	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you with regard to those updates?
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Q. A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are available to the City of Detroit?	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18 19 Q. 20 21 A.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you with regard to those updates? No.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Q. A. Q.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are available to the City of Detroit? Well, again, we're in bankruptcy now so there's been	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18 19 Q. 20 21 A. 22 Q.	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you with regard to those updates? No. On or about July 18, when you authorized Detroit's
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A. Q. A. Q. A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are available to the City of Detroit? Well, again, we're in bankruptcy now so there's been no plan presented by the City at this point in time,	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18 19 Q. 20 21 A. 22 Q. 23	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you with regard to those updates? No. On or about July 18, when you authorized Detroit's Chapter 9 filing, what was your understanding of the
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Q. A. Q. A.	City of Detroit asking its creditors for good faith negotiations. Right. And under that plan, to the extent there was an underfunding with regard to the pensions, there was going to be some change made to the pension benefits, correct? That would depend on mutual agreement between the parties. Well, assuming that there is a reduction for the moment in pension benefits, have you had any conversations with Kevyn Orr with regard to whether or not there would be any other benefit or provision made to the retirees of the City of Detroit that were going to lose pension benefits as a result of that plan? Those discussions would have been subject to attorney-client privilege. What's your understanding of the options that are available to the City of Detroit? Well, again, we're in bankruptcy now so there's been no plan presented by the City at this point in time, so that's a hypothetical.	3 4 5 A. 6 Q. 7 8 A. 9 10 11 Q. 12 13 A. 14 Q. 15 16 A. 17 18 19 Q. 20 21 A. 22 Q. 23 24	had any involvement or discussions with Kevyn Orr with regard to the bankruptcy filing? I don't recall. Did he have discussions with you with regard to the bankruptcy filing? In terms of speaking to Speaker Bolger, occasionally I would give updates on what was going on with the City of Detroit. And did he express any views with regard to the Chapter 9 filing? Not that I recall. Did you have any conversations with Randy Richardville prior to the Chapter 9 filing? It would be the same with Speaker Bolger, that as part of the normal process I would give updates on where the situations stood. Do you have any recollection of what he said to you with regard to those updates? No. On or about July 18, when you authorized Detroit's Chapter 9 filing, what was your understanding of the dollar amount of the pension obligations that were

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1	deferential to his partners or recent former	1	emergency manager or at any time during the period
2	partners at Jones Day?	2	of time that he was appointed as emergency manager
з A.	No. Because, in fact, the City of Detroit made the	3	on July 18th with regard to outsourcing?
4	determination to hire Jones Day, and they went	4 A.	I don't recall with respect to the interview
5	through with that process, and that was a separate	5	process, and there has been discussions about
6	independent process that I believe actually occurred	6	looking at providers of services in both internal
	prior to Kevyn Orr joining the City of Detroit as	7	and external services for the City of Detroit since
7			-
8	emergency manager.	8	that date.
9 Q.	Did you consider whether it would be difficult for	9 Q.	For that same period of time, during the interview
10	Mr. Orr to favor the interests of the City over the	10	process and up to and including July 18th or 19th,
11	interests of Jones Day?	11	did you have any conversation with Kevyn Orr with
12 A.	I don't understand your question because I don't	12	regard to selling or monetizing assets such as the
13	understand why Jones Day would be in conflict with	13	art, Belle Isle and water and sewer and other assets
14	the City of Detroit. They're representing the City	14	of Detroit?
15	of Detroit.	15 A.	Those discussions would have been subject to
16 Q.	And aren't they being compensated by the City of	16	attorney-client privilege.
17	Detroit?	17 Q.	Is it your understanding that the sale of assets are
18 A.	They are being compensated by the City of Detroit.	18	one of the things that are under consideration in
19 Q.	Isn't there less of an appearance of conflict if it	19	connection with the restructuring plan that Kevyn
20	had been a different law firm that had been retained	20	Orr proposed during June of 2013?
21	by the City of Detroit than Kevyn Orr's prior firm?	21 A.	I don't recall that portion of the proposal.
22 A.	And that's why it was important that he resigned and	22 Q.	What's your view on monetizing these assets as part
23	severed all ties.	22 . 23	of a restructuring plan including the art, Belle
23 24 Q.	During the discussions that you had with Kevyn Orr	24	Isle and water and sewer and some of the other
-	prior to the time that he was appointed as emergency	25	assets of Detroit?
25	prior to the time that he was appointed as emergency	25	
	Page 42		Page 44
	Page 42		Page 44
1	manager or after he was appointed as emergency	1 A.	Again, that's a hypothetical discussion because it
1 2	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss	1 A. 2	Again, that's a hypothetical discussion because it would really come down to what's presented in the
	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit?		Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the
2	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss	2	Again, that's a hypothetical discussion because it would really come down to what's presented in the
2 3	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit?	2 3	Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the
2 3 4 A.	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit? Could you explain what you mean by outsourcing?	2 3 4	Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the bankruptcy court, and it hasn't been done at this
2 3 4 A. 5 Q.	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit? Could you explain what you mean by outsourcing? As part of the business plan for the City of Detroit, the City of Detroit is looking at	2 3 4 5	Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the bankruptcy court, and it hasn't been done at this point.
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2 3 4 A. 5 Q. 6 7 8 9 10 A. 11 12 Q. 13 A. 14 15 16 17 18 19 20 21 Q.	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit? Could you explain what you mean by outsourcing? As part of the business plan for the City of Detroit, the City of Detroit is looking at potentially looking at outsourcing some of the services that are currently performed by City employees; is that correct? They're looking at the most efficient ways to deliver services to the citizens of Detroit. Is that yes? That would include that. In terms of looking at other alternatives, some of those were outlined, in fact, during the consent agreement in terms of looking at opportunities such as having the Detroit Economic Growth Corporation handle the planning and zoning activities of the City of Detroit, and that was done in the context of the Mayor and the City Council approving that consent agreement. I'm going to try again. Did you have any conversations with Kevyn Orr prior to the time that he was appoint prior	2 3 4 5 6 Q. 7 8 9 A. 10 11 12 Q. 13 14 15 16 17 A. 18 Q. 19 20 21 22 A. 23	Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the bankruptcy court, and it hasn't been done at this point. Well, I'm asking your view of whether or not those items should be on the table in connection with the structuring of that plan? I view those as primarily Kevyn Orr's decisions because he's the emergency manager for the City of Detroit. During the interview process, prior to Kevyn Orr's selection but during the period of time you were talking to him, did you ever express a view that vested pension benefits should not be modified by the emergency manager for the City of Detroit? I don't recall. Did you have discussions prior to the time that Kevyn Orr was selected with regard to your views about whether or not vested pension benefits should be modified? I think that's just what what's different than the prior question?
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2 3 4 A. 5 Q. 6 7 8 9 10 A. 11 12 Q. 13 A. 14 15 16 17 18 19 20 21 Q. 22 23	manager or after he was appointed as emergency manager but before July 18th, did you ever discuss with Kevyn Orr outsourcing for the City of Detroit? Could you explain what you mean by outsourcing? As part of the business plan for the City of Detroit, the City of Detroit is looking at potentially looking at outsourcing some of the services that are currently performed by City employees; is that correct? They're looking at the most efficient ways to deliver services to the citizens of Detroit. Is that yes? That would include that. In terms of looking at other alternatives, some of those were outlined, in fact, during the consent agreement in terms of looking at opportunities such as having the Detroit Economic Growth Corporation handle the planning and zoning activities of the City of Detroit, and that was done in the context of the Mayor and the City Council approving that consent agreement. I'm going to try again. Did you have any conversations with Kevyn Orr prior to the time that he was appoint prior	2 3 4 5 6 Q. 7 8 9 A. 10 11 12 Q. 13 14 15 16 17 A. 18 Q. 19 20 21 22 A. 23	Again, that's a hypothetical discussion because it would really come down to what's presented in the plan of adjustment within the context of the bankruptcy court, and it hasn't been done at this point. Well, I'm asking your view of whether or not those items should be on the table in connection with the structuring of that plan? I view those as primarily Kevyn Orr's decisions because he's the emergency manager for the City of Detroit. During the interview process, prior to Kevyn Orr's selection but during the period of time you were talking to him, did you ever express a view that vested pension benefits should not be modified by the emergency manager for the City of Detroit? I don't recall. Did you have discussions prior to the time that Kevyn Orr was selected with regard to your views about whether or not vested pension benefits should be modified? I think that's just what what's different than the prior question?

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1	Q.	Have you ever been involved in a business, Governor	1	A.	Not that I recall.
2		Snyder?	2	Q.	Do you know whether a significant portion of
3	A.	Yes.	3	-	Detroit's unfunded pension liability is allocable to
4	Q.	Isn't it true to assess the financial picture of a	4		the City's Water and Sewer Department?
5		business you need to know both the assets and the	5	A.	I'm not aware of that relationship.
6		liabilities of the business?	6	Q.	Okay. Is that something that you think would be
	A.	This is a different situation in terms	7		relevant to a determination about whether or not the
	Q.	Could you answer my question?	8		City should pursue a bankruptcy?
	A.	Yes.		A.	I haven't considered that as a question.
	Q.	The answer to my question is yes?		Q.	Okay. Let me now refer you to page six of
	A.	Yes.	11		Exhibit 1, and at the bottom paragraph of the page
	Q.	Okay. At the time you received Mr. Orr's July 16th,	12		there's a reference to the June 14th creditor
13		2013 letter, do you know whether Mr. Orr or his staff had undertaken an analysis such that they knew	13	A.	proposal. Do you see that? Yes.
14 15		with specificity the City's cash flow?		A. Q.	Okay. And you were familiar with that proposal when
_	A.	There had there was extensive work done doing	16	Q.	you received this letter on July 16th?
17	11.	cash flow analysis of the City. Some of that work	-	A.	Generally familiar. It's a 128-page document.
18		was included in the proposal to creditors back in		Q.	Okay.
19		June	19	ح ٠	
	Q.	Okay.	20		(Deposition Exhibit 2 was marked.)
	Ă.	in addition to reports that had been provided	21		
22		under his obligation as emergency manager.	22	B	Y MR. DeCHIARA:
23	Q.	But at the time that you received the July 16th,	23	Q.	I'd like to mark as well, I've already marked as
24		2013 letter, do you know whether Mr. Orr or his	24		Exhibit 2, and I'll ask you to identify what I'll
25		staff had done an analysis which allowed them to	25		identify for the record as a July 18th, 2013 letter
		Page 58			Page 60
1		know with specificity the extent of the City's cash	1		from you to Mr. Orr and Mr. Dillon.
2		flow?	2		Is Exhibit 2 your response to what's been
3	A.	I believe they had.	3		marked as Exhibit 1?
4	Q.	Okay. Did you ever discuss that with Mr. Orr?	4	А.	Yes.
	A.	That would be a matter of attorney-client privilege.	5		
6	Q.	Well, whether it's a matter of attorney-client	6		(Deposition Exhibit 3 was marked.)
7		privilege is a legal question, and you have counsel	7		
8		here who can object if she believes that a question	8		Y MR. DeCHIARA:
9		infringes on the attorney-client privilege, so I	9	Q.	Governor, I've had the court reporter mark as
10		would ask you to answer the question.	10		Exhibit 3 a document which bears the title City of
11		MS. NELSON: You can answer yes or no.	11		Detroit Proposal for Creditors, June 14th, 2013.
12	DV	THE WITNESS: Yes. MR. DeCHIARA:	12		Let me represent to you that this document was attached to the Orr Declaration that was filed
13 14	Q.	Yes, you did have discussions?	13 14		in the bankruptcy proceeding as the City's proposal
	Q. A.	Yeah.	14		for creditors.
	A. Q.	And were those discussions were other people	15		Let me did you see this document in any
17	×۰	present other than you and Mr. Orr in those	17		prior form before it was made public on or about
18		discussions?	18		June 14th, 2013?
	A.	Yes.		A.	Yes.
	Q.	Isn't it true you had one-on-one conversations with		Q.	And do you plan were you shown drafts of the
21		Mr. Orr prior to the bankruptcy filing?	21		document?
	A.	Yes.		A.	I'd seen a draft or so. I can't recall whether it
23	Q.	Okay. In any of those one-on-one conversations with	23		was one or more.
24		Mr. Orr did you ever have a discussion of the City's	24	Q.	Okay. And who showed them to you?
25		cash flow?	25	A.	Again, I don't recall.
1			1		

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	Daga 65		Dece 67
	Page 65		Page 67
1	It doesn't say I agree with that or disagree with	1	negotiation that would be satisfactory to the
2	that. It simply says I authorized it to go forward	2	parties involved.
3	where a plan would be presented to a judge that	3	That didn't happen in terms of that regard
4	could be the result of further negotiations,	4	but I still had hope to say that as you go through
5	mediations, all kinds of work that ultimately a	5	the bankruptcy process I viewed it as likelihood
6	judge would decide.	6	that there was less flexibility under the bankruptcy
	Okay. I'm not addressing your July 18th letter.	7	process just because of the nature of federal
7 Q.			
8 A.	Yeah.	8	bankruptcy law than there probably was before.
9 Q.	I'm just pegging the question	9 Q.	Was it your view that as of July 18th in the
10 A.	Okay.	10	bankruptcy one way or another accrued pension
11 Q.	by time frame as of July 18th.	11	liabilities would have to be reduced?
12 A.	Okay.	12 A.	Based on the facts going into it, it was one of
13 Q.	So as of July 18th, did you share Mr. Orr's view	13	those questions, as you said, there was a likelihood
14	that there had to be significant cuts in pension	14	of that happening.
15	liabilities?	15 Q.	That's not my question.
16 A.	Based on the current situations with negotiations,	16 A.	Yes. Yeah, I believe there's a likelihood there
17	that continued to be the position that would be on	17	could be reductions in unfunded pension liabilities.
18	the table going into bankruptcy.	18 Q.	Okay. I'm not asking
19 Q.	Again, I'm not sure that was responsive.	19 A.	Yeah.
20 A.	Uh-huh.	20 Q.	Governor, I'm not asking you to predict the
21 Q.	As of July 18th, 2013, did you share Mr. Orr's view	21	likelihood of what might have happened.
22	that whether through negotiation or other means that	22 A.	Okay.
23	there as an end result had to be significant cuts in	23 Q.	I'm asking you whether you believed that in
24	accrued pension liabilities?	23 Q. 24	bankruptcy there would have had to be one way or
24 25 A.	I wouldn't use the word had to be but likely could	25	another reductions in Detroit's accrued pension
25 A.	I wouldn't use the word had to be but likely could	25	another reductions in Denoit's accrued pension
	Daga 66		Dege 69
	Page 66		Page 68
1	Page 66 be.	1	Page 68 liabilities?
		1 2 A.	liabilities?
	be.	2 A.	liabilities? I would say it's not a hundred percent belief.
2 Q. 3 A.	be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh.	2 A.	liabilities?
2 Q. 3 A. 4 Q.	be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be?	2 A. 3 Q. 4	liabilities? I would say it's not a hundred percent belief. But was it a less than 100 percent belief that there had to be reductions?
2 Q. 3 A. 4 Q. 5 A.	be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be? Not necessarily.	2 A. 3 Q. 4 5 A.	liabilities? I would say it's not a hundred percent belief. But was it a less than 100 percent belief that there had to be reductions? Again, if you looked at the numbers, as we discussed
2 Q. 3 A. 4 Q. 5 A. 6 Q.	be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be? Not necessarily. Okay.	2 A. 3 Q. 4 5 A. 6	liabilities? I would say it's not a hundred percent belief. But was it a less than 100 percent belief that there had to be reductions? Again, if you looked at the numbers, as we discussed earlier, those are significant numbers, and it would
2 Q. 3 A. 4 Q. 5 A. 6 Q. 7 A.	be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be? Not necessarily. Okay. Just as I said.	2 A. 3 Q. 4 5 A. 6 7	liabilities? I would say it's not a hundred percent belief. But was it a less than 100 percent belief that there had to be reductions? Again, if you looked at the numbers, as we discussed earlier, those are significant numbers, and it would be hard to see how it could be a hundred percent.
2 Q. 3 A. 4 Q. 5 A. 6 Q. 7 A. 8 Q.	 be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be? Not necessarily. Okay. Just as I said. Okay. So did you think about this issue as of or 	2 A. 3 Q. 4 5 A. 6 7 8 Q.	liabilities?I would say it's not a hundred percent belief.But was it a less than 100 percent belief that there had to be reductions?Again, if you looked at the numbers, as we discussed earlier, those are significant numbers, and it would be hard to see how it could be a hundred percent.Let me did you discuss with anyone other than
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2 Q. 3 A. 4 Q. 5 A. 6 Q. 7 A. 8 Q. 9 10 11	 be. Okay. Well, Mr. Orr used the word "there must be". Uh-huh. Did you share that view that there had to be? Not necessarily. Okay. Just as I said. Okay. So did you think about this issue as of or as of the July 18th, 2013 time frame, had you given thought to whether or not there had to be cuts to accrued pension benefits? 	2 A. 3 Q. 4 5 A. 6 7 8 Q. 9 10 11 A.	liabilities?I would say it's not a hundred percent belief.But was it a less than 100 percent belief that there had to be reductions?Again, if you looked at the numbers, as we discussed earlier, those are significant numbers, and it would be hard to see how it could be a hundred percent.Let me did you discuss with anyone other than your legal counsel and Mr. Orr whether there had to be cuts to Detroit's accrued pension liability?When you say other people, there would be people
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