

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

In re:

City of Detroit, Michigan,

Debtor.

Chapter 9

Case No. 13-53846

Hon. Steven W. Rhodes

**OFFICIAL COMMITTEE OF RETIREES' SECOND SET  
OF INTERROGATORIES TO THE DEBTOR**

Pursuant to Rules 7033 and 9014 of the Federal Rules of Bankruptcy Procedure and this Court's Second Amended Order Establishing Procedures, Deadlines and Hearing Dates Relating to the Debtor's Plan of Adjustment, the Official Committee of Retirees of the City of Detroit, Michigan, by and through counsel, hereby propounds its Second Set of Interrogatories upon the Debtor City of Detroit, Michigan ("City" or "Debtor"), requesting the Debtor's responses on or before April 25, 2014.

**DEFINITIONS**

1. The term "Affordable Care Act" means the Patient Protection and Affordable Care Act, Public Law 111-148, 111th Congress, 42 U.S.C. §§ 18001, *et seq.*
2. The term "Amended Disclosure Statement" means the "Amended Disclosure Statement with Respect to Amended Plan for the Adjustment of Debts of the City of Detroit," Dkt. No. 3382, filed on March 31, 2014.
3. The term "City" or "Debtor" means the City of Detroit, Michigan.
4. The term "Committee" means the Official Committee of Retirees appointed in the Bankruptcy Case.
5. The term "communication(s)" includes every manner of transmitting or receiving facts, information, opinion, or thoughts from one person to another person, whether orally, by



documents, writing, electronic mail, or copy thereof, and to words transmitted by telephone, radio, or any method of voice recording.

6. The term “concerning” shall mean referring to, describing, evidencing, pertaining to, consisting of, constituting, reflecting, relating to, or in any way logically or factually connected with the matter discussed.

7. “Debtor Reinvestment” means expenditures above 2013 levels intended to (a) improve the performance and infrastructure of the Detroit Police, Fire, EMS, and Transportation Departments, (b) address and remediate urban blight, (c) modernize information technology systems, or (d) address issues concerning Debtor’s electrical grid and lighting.

8. The term “Detroit VEBA” has the meaning ascribed in the Plan.

9. The term “Detroit VEBA Beneficiary” has the meaning ascribed in the Plan.

10. The term “DIA” shall have the meaning ascribed to it in the Plan.

11. The term “DIA Assets” shall have the meaning ascribed to it in the Plan.

12. The term “document” shall be used in the broadest sense and includes, but is not limited to, the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand, and whether sent or received or neither, and further includes any and every manner of information recordation, storage, transmission, or retrieval, including, but not limited to (a) typing, handwriting, printing, or any other form of writing or marking on paper or other material; (b) tape recordings, microfilms, microfiche, and photocopies; and (c) any electronic, magnetic, or electromagnetic means of information storage and/or retrieval, including, but not limited to, electronic mail and responsive attachments, optical storage media, computer memory chips, computer tapes, hard disks, compact discs, floppy disks, and any other storage medium used in connection with electronic data processing (together with

the programming instructions and all other material necessary to understand or to use such tapes, disks, or other storage materials) obtained by detection devices, and including preliminary drafts of or marginal notes appearing on any document, however denominated or described.

13. The phrase “Essential Vendor” means any vendor possessing an “Essential Vendor Claim” that the City agreed to pay, or in fact paid, in full or in part, after the Petition Date.

14. The phrase “Essential Vendor Claim” means any Claim arising prior to, and that remained unpaid as of, the Petition Date for goods or services provided to the City by an Essential Vendor.

15. The phrase “Essential Vendor Contract” means any contract between the City, or any agency thereof in effect during the Pre-Preference Period through the present, and an Essential Vendor or, in the absence of any formal contract with an Essential Vendor, documents reflecting the terms of trade with such Essential Vendor during the Pre-Preference Period through the present.

16. The terms “identity” and “to identify” mean (i) with respect to any natural person, to provide the name, address and telephone number of such person, (ii) with respect to any artificial person, the name, and the address and telephone number of the principal place of business, of such person.

17. The term “Medicare” means the federal program of health insurance for the aged and disabled provided for generally by Title XVIII of the Social Security Act, as amended, and codified at 42 U.S.C. §§ 1395 - 1395ccc.

18. The phrase “Medicare-eligible Retirees” means those persons who have retired from employment with the City and hold an OPEB Claim who are eligible to receive Medicare benefits.

19. The phrase “non-Medicare-eligible Retirees” means those persons who have retired from employment with the City and hold an OPEB Claim who are not eligible to receive Medicare benefits for any reason, including, but not limited to, their age.

20. The term “OPEB” means other post-employment benefits, including but not limited to retirement health and death benefits.

21. The phrase “OPEB Claim” has the meaning ascribed in the Plan.

22. The word “person” means any natural or artificial person, including business entities and other legal entities.

23. The term “Plan” or “Amended Plan” means the Amended Plan for Adjustment of Debts of the City of Detroit, Dkt. No. 3380, filed March 31, 2014, including all Exhibits and supplements thereto, and all modifications and amendments thereto.

24. The phrases “related to” or “relating to” shall mean directly or indirectly supporting, evidencing, describing, mentioning, referring to, contradicting, comprising or concerning.

25. The terms “you” and “your” refer to the City.

26. Unless otherwise defined herein, capitalized terms have the meaning ascribed in the Amended Plan.

### **INSTRUCTIONS**

1. The terms “and” and “or” shall be construed conjunctively or disjunctively as necessary to make each particular request inclusive rather than exclusive.

2. The use of the word “including” shall be construed to mean “without limitation.”

3. Reference to the singular in any of these requests shall also include a reference to the plural, and reference to the plural shall include a reference to the singular.

4. In the event that the City asserts any form of objection or privilege as a ground for not answering an interrogatory or any part of an interrogatory, please set forth the legal grounds and facts upon which the objection or privilege is based. If the objection relates to only part of the interrogatory, the balance of the interrogatory should be answered in full.

5. Should you obtain any other documents or information which would supplement or modify the documents or information supplied by you in response to these interrogatories, you are directed, pursuant to Federal Rule of Civil Procedure 26(e), to give timely notice of such documents and information and to furnish the additional documents or information to the Committee without delay.

6. Unless stated otherwise, the time period applicable to the documents called for is from January 1, 2012 through the date of the document requests, subject to the City's ongoing obligation to supplement these responses under the applicable rules.

### **INTERROGATORIES**

18. With respect to the Annuity Savings Fund recoupment discussed on page 14 of the Amended Disclosure Statement, set forth the legal basis for the City recouping funds from employees and/or retirees without their consent and without bringing an adversary proceeding or other complaint.

19. Set forth the number of retirees who are not receiving OPEB presently, but who had the right at the time of their retirement to opt in to the City's plans at a later date. If the City's Plan would prohibit those retirees from opting back into OPEB at a future time, state the factual and legal basis for doing so.

20. If the GRS and PFRS retirees vote to approve the Plan, and the State of Michigan defaults on its obligations under the State Contribution Agreement set forth at page 43 of the Plan, set forth the percentage by which: (a) the pensions of PFRS retirees will be reduced; and (b) the pensions of GRS retirees will be reduced.

21. If the GRS and PFRS retirees vote to approve the Plan, and the Foundations default on the DIA Settlement Agreement set forth at page 43 of the Plan after paying 5% of their commitment, set forth the percentage by which: (a) the pensions of PFRS retirees will be reduced; and (b) the pensions of GRS retirees will be reduced.

Dated: April 11, 2014

By: /s/ Matthew E. Wilkins

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*Attorneys for the Official Committee of Retirees of the City of Detroit, Michigan*

### **CERTIFICATE OF SERVICE**

I, Matthew E. Wilkins, hereby certify that the foregoing document was filed and served via the Court's electronic case filing and noticing system on April 11, 2014.

By: /s/ Matthew E. Wilkins  
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