

**STATE OF MICHIGAN  
IN THE COURT OF APPEALS**

44TH CIRCUIT COURT, 53RD DISTRICT  
COURT, & LIVINGSTON COUNTY  
PROBATE COURT,

Plaintiffs,

Case No.:

v.

COUNTY OF LIVINGSTON &  
LIVINGSTON COUNTY BOARD OF  
COMMISSIONERS,

Defendants.

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John W. Fraser (P79908)  
Steven C. Liedel (P58852)  
Erin A. Sedmak (P78282)  
Drew D. Van De Grift (P76820)  
Attorneys for Plaintiff  
DYKEMA GOSSETT PLLC  
Capitol View, 201 Townsend Street, Suite  
900  
Lansing, Michigan 48933  
(517) 374-9100  
JWFraser@dykema.com  
SLiedel@dykema.com  
ESedmak@dykema.com  
DVandegrift@dykema.com

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*There are no other pending or resolved civil actions arising out of the transaction  
or occurrence alleged in this complaint.*

**COMPLAINT**

Plaintiffs 44th Circuit Court, 53rd District Court, and Livingston County Probate Court (collectively “Plaintiffs” or “Livingston Courts”), by and through their attorneys Dykema Gossett PLLC, file this Complaint for Writ of Mandamus and for Declaratory and Injunctive Relief against

Defendants County of Livingston (“County”) and the Livingston County Board of Commissioners (“Board”) (collectively, the “Defendants”), and in support thereof state as follows:

### **INTRODUCTION**

This action concerns a funding dispute between Plaintiffs and Defendants. Fundamentally, this case concerns two principal issues. First, Defendants have unlawfully usurped Plaintiffs’ inherent authority as the employer of its employees by virtue of the fact that Defendants have approved and issued wage increases to Plaintiffs’ non-union employees while refusing to appropriate funding for Plaintiffs to comply with their collective bargaining agreement to grant the same collectively bargained for wage increases to Plaintiffs’ union employees. Plaintiffs’ demands to Defendants to administratively implement the wage increases have been refused. Second, Defendants have failed to provide a serviceable level of funding to Plaintiffs in their Fiscal Year 2024 budget. Accordingly, Plaintiffs seek declaratory and injunctive relief to ensure the serviceability of the Courts.

### **NATURE OF THE CASE**

1. This is an action seeking a writ of mandamus and other declaratory or injunctive relief as may be appropriate brought by Plaintiffs Livingston Courts against Defendants County of Livingston (“County”) and the Livingston County Board of Commissioners (“Board”) in response to Defendants’ adoption of their Fiscal Year 2024 Budget (the “2024 Budget”).

2. Plaintiff 44th Circuit Court (“Circuit Court”) is the circuit court for the County of Livingston. Const 1963, Art 6, § 11; MCL 600.545.

3. Plaintiff 53rd District Court (“District Court”) is the district court for the County of Livingston. Const 1963, Art 6, § 1; MCL 600.8124.

4. Plaintiff Livingston County Probate Court (“Probate Court”) is the probate court for the County of Livingston. Const 1963, Art 6, § 15; MCL 600.803.

5. On December 11, 2023, Defendants adopted their fiscal year 2024 budget (“FY 2024 Budget”). (Exhibit 1 – Livingston County FY 2024 Budget).

6. The FY 2024 Budget fails to provide the constitutionally required minimum serviceable level of funding for Plaintiffs—while maintaining a general fund balance of over \$30M.

7. Specifically, the FY 2024 Budget and the actions of Defendants have provided disparate treatment of Plaintiffs’ employees on the sole basis of the employees’ membership in a labor organization in violation of the Public Employment Relations Act (“PERA”), MCL 423.201 *et seq.*, by approving wage increases and reclassifications for all of Plaintiffs’ non-union employees while denying the same collectively bargained for wage increases and reclassifications for Plaintiffs’ union employees. (Exhibit 2 – Livingston County Courts and MAPE Collective Bargaining Agreement; Exhibit 3 – December 2023 Addendum to Collective Bargaining Agreement).

8. Defendants’ refusal to implement the wage increases and reclassifications for Plaintiffs’ union employees has resulted in Plaintiffs’ being threatened with litigation by the labor organization that represents its union employees—the Michigan Association of Public Employees (“MAPE”)—for repudiation of Plaintiffs’ collective bargaining agreement with MAPE, for unfair labor practices, violation of PERA, and violation of the Equal Protection Clauses of the Michigan and United States Constitutions. (Exhibit 4 – MAPE Demand Letter).

9. Plaintiffs have the inherent authority to bring this action to preserve the constitutional autonomy of the Livingston Courts to ensure they operate in compliance with the Michigan Constitution and state law.

10. Defendants' actions to appropriate funding that specifically preferences the Court's non-union employees while discriminating against the Court's union employees is an unlawful exercise of Defendants' appropriation authority, and Defendants lack the legal authority to exercise their appropriate authority in a manner that violates law.

11. Accordingly, Defendants lack any discretion or authority to exercise their appropriation authority in a manner that violates the Michigan Constitution or state law.

12. Further, Defendants' FY 2024 Budget includes substantial cuts to the Livingston Courts' budget that threatens the serviceability of the Court by arbitrarily cutting approximately \$200,000 worth of funding in an arbitrary fashion from a substantial number of Plaintiffs' line items that preclude Plaintiffs from meeting their constitutionally and statutorily imposed mandated functions.

13. The Honorable Michael P. Hatty, as chief judge for the 44th Circuit Court and 53rd District Court, has authorized the commencement of the instant action on behalf of the Circuit Court and District Court.

14. The Honorable Miriam Cavanagh, as chief judge of the Livingston County Probate Court, has authorized the commencement of the instant action on behalf of the Probate Court.

#### **PARTIES, JURISDICTION, AND VENUE**

15. Plaintiffs reincorporate all preceding paragraphs by reference.

16. Plaintiff 44th Circuit Court ("Circuit Court") is the circuit court for the County of Livingston. Const 1963, Art 6, § 11; MCL 600.545.

17. Plaintiff 53rd District Court (“District Court”) is the district court for the County of Livingston. Const 1963, Art 6, § 1; MCL 600.8124.

18. Plaintiff Livingston County Probate Court (“Probate Court”) is the probate court for the County of Livingston. Const 1963, Art 6, § 15; MCL 600.803.

19. Defendant County of Livingston is a body corporate pursuant to Michigan law and the Michigan Constitution with the authority to sue or be sued. Const 1963, Art 7, § 1; MCL 45.3.

20. Defendant Livingston County Board of Commissioners is the elected and organized body charged with carrying out the business of the County of Livingston. Const 1963, Art 7, § 8; MCL 46.3.

21. Jurisdiction in the Michigan Court of Appeals is exclusive pursuant to MCL 141.438(10) as this action concerns a general appropriations act of the County. MCL 141.436(9); MCL 141.438(6).

22. Defendants adopted their FY 2024 Budget on December 11, 2023.

23. The parties participated in mediation, which failed to resolve these issues, and this action is brought within 90 days of the adoption of the FY 2024 Budget. MCL 141.438(8).

24. The Court of Appeals has exclusive and original jurisdiction to hear the claims raised in this action. MCL 141.438(10).

### **FACTUAL ALLEGATIONS**

#### **A. Governing Provisions And The Parties’ Respective Roles**

25. Plaintiffs reincorporate all preceding paragraphs by reference.

26. Defendants are the funding unit for Plaintiffs and must maintain the operations of the Livingston Courts. MCL 600.591; MCL 600.8104; MCL 600.837.

27. The Michigan Constitution organizes the judicial branch of government into “one court of justice.” Const 1963, Art 6, § 1.

28. The Michigan Supreme Court has vested exclusive administrative power over courts and courthouses in Chief Judges. MCR 8.110(C)(3).

29. The Michigan Constitution further enshrines the separation of powers of government by establishing that “[n]o person exercising powers of one branch shall exercise powers properly belonging to another branch.” Const 1963, Art 3, § 2.

30. Accordingly, Plaintiffs, as members of the judicial branch of state government, have the administrative autonomy to manage their own affairs in determining how to best discharge their constitutional and statutory duties—within the limits prescribed by law.

31. As an inferior division of state government, counties only have the powers and immunities provided by the Legislature and lack a general grant of authority. Const 1963, Art 7, § 1.

32. Moreover, counties lack any grant of authority by the Legislature that would permit a county to exercise power and control over one of the principle branches of state government—the judicial branch. *See* Const 1963, Article 3, § 2.

### **B. Wage Studies**

33. In March 2022, Defendants engaged MGT of America Consulting, LLC (“MGT Consulting”) to conduct a wage study of all non-union employees working in the County, which included Plaintiffs’ non-union employees, to ensure that wages were competitive with current economic and market conditions. (Exhibit 5 – October 24, 2022 Livingston County Board of Commissioners Resolution)

34. MGT Consulting completed its study in October 2022 and made recommendations for wage increases and position reclassifications for the County’s non-union employees, including, as relevant to this matter, Plaintiffs’ non-union employees.

35. Defendants undertook the wage study to ensure that Defendants could “remain competitive and able to retain and recruit a talented workforce” and accordingly adopted a resolution to implement the wage study prepared by MGT Consulting for all County non-union employees and Plaintiffs’ non-union employees with an effective date of January 1, 2023. (Exhibit 6 – MGT Consulting October 2022 Non-union Wage Study)

36. At the Board’s October 24, 2022 meeting, the Board unanimously adopted a resolution to approve and implement the results of the MGT non-union wage study effective January 1, 2023. Ex. 5.

37. The approval and implementation of the MGT non-union wage study resulted in approximately a 5.06% increase to the County’s payroll. Accordingly, the County’s non-union employees and Plaintiffs’ *non-union* employees received raises to their wages and some employees were reclassified into more senior positions on January 1, 2023, in accordance with the recommendations of MGT Consulting’s non-union wage study effective January 1, 2023.

38. Also in late 2022, Plaintiffs and MAPE were engaged in negotiations on a new collective bargaining agreement, as the existing collective bargaining agreement between Plaintiffs and MAPE was set to expire on December 31, 2022.

39. Unsurprisingly, during negotiations, the County’s non-union wage study and its attendant raises were discussed during the negotiations between Plaintiffs, the County, and MAPE.

40. County administration joined Plaintiffs’ administrators in negotiating the proposed collective bargaining agreement with MAPE. Given that the County had just conducted and

approved the implementation of a compensation and classification study that resulted in wage increases for its non-union employees and Plaintiffs' non-union employees, Plaintiffs, the County, and MAPE negotiated a similar provision into the collective bargaining agreement ("CBA") that called for a compensation study to be completed prior to August 1, 2023.

41. Plaintiffs together with Defendants' Human Resources Department negotiated with MAPE and reached tentative agreement on a collective bargaining agreement to be effective from January 1, 2023 through December 31, 2025.

42. This tentative agreement was brought before the Board at their January 30, 2023 meeting for ratification; instead, the Board moved to take no action and instead defer to Plaintiffs as the employer on the matter. (Exhibit 7 – January 30, 2023 Livingston County Board of Commissioners Meeting Minutes)

43. Further, the Board considered but ultimately withdrew motions to approve the compensation study provided for in Plaintiffs' tentative collective bargaining agreement with MAPE and also considered a motion to reconsider their decision to take no action on the Court's collective bargaining agreement, which failed. Ex. 8.

44. Plaintiffs and MAPE entered into a collective bargaining agreement effective January 1, 2023 through December 31, 2025 (the "CBA"). Ex. 2.

45. Of relevance to the instant dispute is Article 32(C) of the CBA. Article 32(C)(1) contains a "me too" provision that requires Plaintiffs to implement the same wage increases for the Court's union employees that had been given to the Courts' non-union employees.

46. In addition, Plaintiffs and MAPE's prior collective bargaining agreement also contains a "me too" provision that requires Plaintiffs to implement the same wage increases for



the Court's union employees that are given to the Courts' non-union employees. (Exhibit 8 – MAPE 2020-2022 CBA)

47. Article 32(C)(3) of the CBA also required Plaintiffs and MAPE to conduct a Classification and Compensation study. Ex. 2 at Article 32(C)(3).

48. In compliance with Article 32(C)(3) of the CBA, Plaintiffs made the decision to engage MGT Consulting—the same firm that had conducted the County's non-union wage study—to conduct a wage study of Plaintiffs' union employees.

49. Despite being aware of this requirement to conduct a wage study in the CBA and voicing no objection to it when the tentative CBA was put before Defendants for consideration, Defendants refused to appropriate funding to Plaintiffs to cover the \$22,800 cost of the MGT Consulting wage study, so Plaintiffs were forced to locate this sum within its existing budget to avoid repudiating the CBA.

50. On September 22, 2023, MGT Consulting completed the Livingston Courts' union wage study (hereinafter "Courts' Union Wage Study"). (Exhibit 9 – MGT Consulting Livingston Courts Wage Study).

51. Unsurprisingly, given that Plaintiffs had engaged the same vendor, MGT Consulting's wage study for Plaintiffs' union employees recommended wage increases and reclassifications consistent with the wage study that Defendants had adopted and implemented effective January 1, 2023. The Courts' Union Wage Study indicated that full implementation would result in 5.02% increase to the Court's payroll—a virtually identical increase to the 5.06% payroll that was the result of the implementation of the County's non-union wage study.

52. Immediately after the completion of the Livingston courts' union wage study, on September 26, 2023, Plaintiffs engaged in a reopener of the CBA together with MAPE personnel

and Defendants' Human Resources Director, Jennifer Palmbo, and the parties entered into a tentative agreement to amend the CBA to fully implement the Courts' Union Wage Study by way of a board resolution prepared for the County's Board Personnel Committee at their October 2, 2023 meeting.

53. Plaintiffs agreed to the full implementation of its union wage study: to "remain competitive and recruit and retain a talented workforce" – the same general reason the County conducted its wage study. Moreover, Plaintiffs, as the employer, had no reasonable justification for refusing to agree to the full implementation of the wage study because Plaintiffs' non-union employees had already received the same raises.

54. On September 29, 2023, Plaintiffs received notice that Board Personnel Committee Chair, Frank Sample, had removed discussion of the approval and implementation of the Courts' Union Wage Study from the Board Personnel Committee's agenda for its October 2, 2023 meeting and that the County would not consider the matter further. As a result of the substantial disparity in compensation that has been created between Plaintiffs' union and non-union employees, the morale of Plaintiffs' employees has suffered and employee turnover at the Livingston Courts has increased.

55. Upon information and belief, the FY 2024 Budget includes funding for implementation of Plaintiffs' union wage study but has these funds earmarked in a "contingency" that makes the funds unavailable to Plaintiffs without action or approval by the Board.

56. Based on MAPE's demand letter, Plaintiffs anticipate that MAPE will imminently file an unfair labor practice charge against Plaintiffs with the Michigan Employment Relations Commission for violations of PERA based on Defendants refusal to implement the wage increases and reclassifications required by Courts' Union Wage Study. Ex. 4.

### **C. Budget Negotiations**

57. Contemporaneous with the results of the Courts' Union Wage Study, Plaintiffs and the County were engaged in their annual budget discussions for fiscal year 2024. On August 7, 2023, Plaintiffs presented its proposed fiscal years 2024 and 2025 budget with an explanatory memorandum, which laid out the importance of the approval of the Courts' Union Wage Study, the effects of inflation, and the impacts of a number of interdepartmental charges. (Exhibit 10 – August 7, 2023 Court Budget Memorandum). On September 1, 2023, County administration reviewed Plaintiffs' proposed budget and requested that Plaintiffs' reduce their proposed budget request by \$126,000, which Plaintiffs complied with in an attempt to compromise in good faith and with the understanding that implementation of the Courts' Union Wage Study would be included within that budget.

58. On September 27, 2023, Plaintiffs were invited to present their proposed budget and annual report to the Board. During this nearly two-hour presentation, the Board raised no specific concerns and no objections were raised regarding Plaintiffs' requested budget for 2024.

59. On October 16, 2023, County administration presented its proposed budget to the Board, which included additional cuts to Plaintiffs' proposed budget of \$37,220. Plaintiffs did not object to this total cut of \$163,220 from Plaintiffs' originally proposed budget in the spirit of cooperation given that County administration's proposed budget for the Courts included funding for the implementation of the Courts' Union Wage Study.

60. On October 30, 2023, the Board's Finance and Asset Management Committee met to consider County administration's proposed budget.

61. County administration contacted the Livingston Courts' administrators to invite them to attend the October 30, 2023 meeting and also requested that Chief Judge Michael P. Hatty

attend the meeting, which would include discussion on the implementation of the Courts' Union Wage Study.

62. At the suggestion of a County Commissioner, Chief Judge Hatty presented public comment detailing the reasons for implementing the Courts' Union Wage Study. The Committee refused to take any action on this request and **instead passed a motion to strike an additional \$200,000 from Plaintiffs' budget for fiscal year 2024.** (Exhibit 11 – October 30, 2023 Board FAM Committee Minutes) The decision to strike an additional \$200,000 from the Court's 2024 budget had never previously been discussed and there was little discussion at the October 30, 2023 about the rationale or reasons for such a cut. This additional \$200,000 cut from Plaintiffs' budget resulted in a total reduction of at least \$363,200 from the budget proposed by Plaintiffs for fiscal year 2024.

63. Following the meeting, County administration contacted Plaintiffs to seek input on how and where Plaintiffs would cut an additional \$200,000 out of their budget.

#### **D. The Dispute**

64. Since Plaintiffs had already seen their proposed budget cut by \$163,220, the additional \$200,000 cut compounded with the County's refusal to fund the Courts' Union Wage Study threatened the serviceability of the Courts for fiscal year 2024. Plaintiffs were forced to retain counsel.

65. On November 9, 2023, Plaintiffs, through counsel, advised Defendants that the Livingston Courts could not suffer any further budget cuts and would not cooperate with the request, as the Courts had already agreed to cuts of \$163,220 from their presented budget and any further cuts would threaten Plaintiffs' serviceability. Further, the County had failed to allocate funding for Plaintiffs to implement the Courts' Union Wage Study, which would cause Plaintiffs

to violate PERA and expose Plaintiffs to litigation from MAPE further rendering the Courts unserviceable. Plaintiffs demanded the County immediately act to approve implementation of the Courts' Union Wage Study, and threatened litigation if the County refused to comply.

66. Defendants proceeded forward notwithstanding and adopted the FY 2024 Budget on December 11, 2023, which included approximately \$368,000 in total cuts from the budget proposed by Plaintiffs in August 2023. Further, the 2024 Budget failed to fund implementation of the Courts' Union Wage Study.

67. On December 12, 2023, Plaintiffs gave notice to Defendants of a negotiating session with MAPE scheduled to occur on December 15, 2023 at 10:00AM in accordance with Michigan Supreme Court Administrative Order 1998-5.

68. Following the negotiating session, Plaintiffs and MAPE entered into a Modification of Collective Bargaining Agreement to comply with Article 32(C)(3) of the CBA to provide for implementation of the wage study effective January 1, 2024 and adopt an amended Appendix A to the CBA as required by the CBA. Ex. 3.

69. Following the execution of the CBA Addendum, Plaintiffs provided a copy of the same to the County and requested that the County's human resources department implement wage increases and position reclassifications for Plaintiffs' union employees as provided for in the Courts' Union Wage Study. To date, the County has refused to implement these changes.

70. On January 19, 2024, MAPE sent a demand letter to the Court and the County threatening litigation for repudiation of the CBA, unfair labor practices, violation of Public Employment Relations Act ("PERA"), and a violation of the Equal Protection Clauses of the Michigan and United States Constitutions for Plaintiffs' failure to implement the Courts' Union Wage Study. Ex. 4.

71. The Parties attended facilitative mediation on Tuesday, March 5, 2024 with the Hon. Peter D. Houk (ret.). The Parties were unable to reach a resolution of their disputes at mediation. (Exhibit 12 – Mediator Certification).

72. Plaintiffs' employees are exclusively employed by the Livingston Courts; they are not co-employed by Defendants.

73. Defendants' obligations with respect to Plaintiffs' employees are ministerial in nature, such as processing and administering payroll at the direction of Plaintiffs.

74. Plaintiffs estimate that the cost of implementation of the union wage study to be approximately \$213,000 for fiscal year 2024, but this additional increase assumes 100% staffing of all existing court positions for the entirety of 2024.

75. Plaintiffs, as the employer of its union-represented employees and an autonomous governmental entity, possess intrinsic authority to implement salary increases in accordance with its collective bargaining agreement.

76. Plaintiffs are not required to obtain Defendants approval to issue salary raises to its employees, and any attempt by the County to restrict such autonomous fiscal decisions constitutes an infringement on Plaintiff's powers.

77. As an inferior division of state government, counties only have the powers and immunities provided by the Legislature and lack a general grant of authority. Const 1963, Art 7, § 1.

78. Moreover, counties lack any grant of authority by the Legislature that would permit a county to exercise power and control over one of the principle branches of state government—the judicial branch. See Const 1963, Article 3, § 2.

79. State law, including MCL 600.591, requires Defendant Livingston County to fund trial courts within Livingston County.

80. Defendants must fund trial courts within Livingston County at a serviceable level.

81. Serviceable level of funding means funding sufficient to satisfy the legal mandates of the trial courts.

82. Livingston Courts are the sole public employer of their staff.

83. Plaintiffs, as a public employer, are mandated by law to bargain in good faith with its represented staff under Michigan's Public Employment Relations Act, MCL 423.201 *et seq.*

84. A failure to pay the wages required by a collective bargaining agreement is a repudiation of the agreement and an unfair labor practice. MCL 423.210; MCL 423.216.

85. Defendants' actions to give raises only to Plaintiffs' non-union employees and subsequent refusal to give the same collectively bargained for raises to Plaintiffs' union employees through Defendants' refusal to implement the Courts' Union Wage Study constitutes *per se* discrimination and disparate treatment against Plaintiffs' union employees in violation of PERA. MCL 423.210(1)(c).

86. Defendants' actions are the sole and proximate cause for Plaintiffs' violations of PERA, and Defendants' failure to appropriate sufficient funds to permit Plaintiffs' to comply with their CBA renders the Courts unserviceable.

87. Further, Defendants' refusal to appropriate the funds necessary to implement the Courts' Union Wage Study threatens Plaintiffs' serviceability as Plaintiffs' ability to hire and retain qualified court personnel is severely hindered.

88. For the avoidance of doubt, Defendants' actions have created a situation where Plaintiffs' employees are subjected to a work environment where colleagues—working in the same

positions—receive disparate wages based solely on whether he or she belongs to a labor organization and despite the fact that Plaintiffs’ union employees have collectively bargained for these wage increases.

89. Plaintiffs have the inherent authority to compel Defendants to provide a serviceable level of funding. *See generally 46th Circuit Trial Court v Cty of Crawford*, 476 Mich 131 (2006); *see also* MCL 141.436(9).

90. Defendants’ refusal to fund the Courts’ Union Wage Study has “create[d] an emergency immediately threatening the existence” of the Courts. *46th Circuit Trial Court*, 476 Mich at 124.

91. Plaintiffs’ request of approximately \$213,000 to implement the union wage study is both “reasonable and necessary.” *Id.* at 145.

92. As a result of uncompetitive wages, since 2020, Plaintiffs have experienced a substantial amount of staff turnover.

93. Plaintiffs’ “morale problems [have] specifically manifested themselves in the court’s inability to hire and retain [employees.]” *Id.* at 152.

94. Thus, Plaintiffs’ continued operations are in jeopardy because the lack of funding by Defendants has caused declining employee morale, which has “demonstrably caused court employees to be unable to carry out their constitutional responsibilities.” *Id.*

95. In addition, Defendants’ FY 2024 Budget includes substantial cuts to Plaintiffs’ budget that threatens the serviceability of the Courts as Defendants arbitrarily cut approximately \$368,000 worth of funding from Plaintiffs’ line items.

96. These haphazard cuts preclude Plaintiffs from meeting their constitutionally and statutorily mandated duties.



97. These cuts come directly from the Courts' core services, which will put in jeopardy the overall operation of the court. *Employees & Judges of Second Judicial Dist Court, Second Div v Hillsdale Cty*, 423 Mich 705, 717-22 (1985).

98. Absent additional funding, Plaintiffs will be unable to meet mandated functions for these reasons detailed by Court Financial Officer Heather McCray-Germain. (Exhibit 13 – Affidavit of Heather McCray-Germain)

99. In addition to cutting appropriations for statutorily mandated expenses, as a result of these line-item budget cuts, “the productivity of court employees” will be “diminished to such an extent that the court[s] cannot carry out [their] constitutional responsibilities.” *46th Circuit Trial Court*, 476 Mich at 152.

### **FIRST CAUSE OF ACTION**

#### **DECLARATORY RELIEF**

100. Plaintiffs reincorporate all preceding paragraphs by reference.

101. An actual controversy exists between Plaintiffs and Defendants concerning the serviceability of the FY 2024 Budget.

102. An actual controversy exists between Plaintiffs and Defendants concerning implementation of the Courts' Union Wage Study.

103. Plaintiffs request that this Honorable Court enter a declaratory judgment in favor of Plaintiffs and against all Defendants in accordance with MCR 2.605 that: (1) Orders Defendants to immediately implement the Courts' Union Wage Study; (2) Orders Defendants to appropriate such additional funds to Plaintiffs' budget as may be needed to fund the implementation of the Courts' Union Wage Study; and (3) Orders Defendants to appropriate such additional funds to

Plaintiffs' budget in an amount to be determined to ensure the serviceability of the Livingston Courts.

**WHEREFORE**, Plaintiffs respectfully request that this Honorable Court enter a declaratory judgment as provided above and award Plaintiffs' attorney fees and costs incurred in bringing this action.

## **SECOND CAUSE OF ACTION**

### **INJUNCTIVE RELIEF**

104. Plaintiffs reincorporate all preceding paragraphs by reference.

105. Plaintiffs seeks injunctive relief to enjoin Defendants from taking any further actions to interfere with Plaintiffs' autonomy and authority as a co-equal branch of state government.

106. Defendants' actions violate constitutional separation of powers because Defendants, by their words and actions, repeatedly and unlawfully seek to exercise control over the judicial branch of state government.

107. Defendants' role as the local funding unit for the Livingston Courts does not grant Defendants any lawful authority to dictate court operations or interfere with court administration or personnel matters.

108. Moreover, Defendants have a general fund balance of over \$30M after taking into account all expenditures for FY 2024, so Defendants have the financial ability to pay to provide a serviceable budget to Plaintiffs but are refusing to do so in an attempt to unlawfully assert control over the judiciary. *See* MCL 141.436(9) ("The court hearing a [serviceability] suit shall consider the financial ability of the county to pay when considering any challenge as to serviceable levels of funding.").

109. As an entity of the Judicial Branch of the State of Michigan’s one court of justice, the Plaintiffs have a constitutional right to the separation of powers guaranteed by Article 3, Section 2 of the State Constitution.

110. Even the “temporary loss of a constitutional right constitutes irreparable harm which cannot be adequately remedied by and action at law.” *Garner v Mich State Univ*, 185 Mich App 750, 764 (1990).

111. Defendants’ unlawful and unconstitutional actions are “a noncompensable injury for which there is no legal measurement of damages.” *Thermatool Corp v Borzym*, 227 Mich App 366, 377 (1998).

112. Defendants’ failure to fund the Courts’ Union Wage Study and refusal to provide serviceable funding to Plaintiffs will severely impair the administration of justice in Livingston County and will harm law enforcement operations throughout the County—putting the safety, welfare, and access to justice of the general public at risk.

**WHEREFORE**, Plaintiffs respectfully requests that this Honorable Court issue permanent injunctive relief following disposition on the merits enjoining Defendants from usurping or interfering with Plaintiffs’ authority and autonomy as a co-equal branch of state government and compel Defendants to fully fund the Courts’ Union Wage Study, provide Plaintiffs with a serviceable budget, and award Plaintiffs any other injunctive relief appropriate under the circumstances, and award Plaintiffs’ attorney fees and costs incurred in bringing this action.

### **THIRD CAUSE OF ACTION**

#### **ACTION FOR MANDAMUS**

113. Plaintiffs reincorporate all preceding paragraphs by reference.

114. Plaintiffs have a clear, legal right as the sole employer of their employees to make personnel decisions.

115. Plaintiffs have a clear, legal right to a serviceable level of funding.

116. Plaintiffs have a clear, legal right to administer their own courthouse operations and staff, free from fear of Defendants' interference.

117. Defendants have no discretion regarding their legal mandates to provide a serviceable level of funding to Plaintiffs and to ensure compliance with state law.

118. There is a "ministerial duty to obey the Michigan and US Constitutions" *Adams v Parole Bd*, 340 Mich App 251, 262 (2022).

119. Defendants have a clear, legal duty to comply with state law, including PERA.

120. Plaintiffs have no alternative financial means or legal remedy to secure serviceable funding.

**WHEREFORE**, Plaintiffs respectfully request that this Honorable Court issue a writ of mandamus compelling Defendants to: (1) immediately administratively process the wage increases and reclassifications required by the Courts' Union Wage Study; (2) provide Plaintiffs with such additional appropriations as may be needed to implement the Courts' Union Wage Study; (3) provide Plaintiffs with additional funding in an amount to be determined in this matter that provides Plaintiffs with a serviceable level of funding; (4) award Plaintiffs any other relief appropriate under the circumstances; and (5) award Plaintiffs their attorney fees and costs incurred in bringing this action.

#### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request that this Honorable Court grant the relief requested in the individual counts above and award the following relief:

- A. Request the Michigan Supreme Court to assign a retired judge pursuant to MCL 600.226 to assist this Court by resolving discovery issues, reviewing the evidence, making proposed findings of fact and conclusions of law, and performing any other related judicial duties in accordance with MCL 141.438(10);
- B. Enter a declaratory judgment in favor of Plaintiffs; and against all Defendants in accordance with MCR 2.605 that: (1) Orders Defendants to immediately implement the Courts' Union Wage Study; (2) Orders Defendants to appropriate such additional funds to Plaintiffs' budget as may be needed to fund the implementation of the Courts' Union Wage Study; and (3) Orders Defendants to appropriate such additional funds to Plaintiffs' budget in an amount to be determined to ensure the serviceability of the Livingston Courts;
- C. Issue a preliminary injunction followed by a permanent injunction, following disposition on the merits, enjoining Defendants from usurping or interfering with Plaintiffs' authority and autonomy as a co-equal branch of state government and compel Defendants to fully fund the Courts' Union Wage Study, provide Plaintiffs with a serviceable budget, and award Plaintiffs any other injunctive relief appropriate under the circumstances, and award Plaintiffs' attorney fees and costs incurred in bringing this action;
- D. Issue a Writ of Mandamus compelling Defendants to: (1) immediately administratively process the wage increases and reclassifications required by the Courts' Union Wage Study; (2) provide Plaintiffs with such additional appropriations as may be needed to implement the Courts' Union Wage Study; (3) provide Plaintiffs with additional funding in an amount to be determined in this matter that provides Plaintiffs with a serviceable level of funding; (4) award Plaintiffs any other relief appropriate under the circumstances; and (5) award Plaintiffs their attorney fees and costs incurred in bringing this action;

- E. Award Plaintiffs their reasonable attorney fees incurred in this action pursuant to *46th Circuit Trial Court v Crawford Co*, 273 Mich App 342 (2006) (holding that the judiciary is entitled to reimbursement of attorney fees incurred in litigation involving the court's inherent powers and claims for serviceability);
- F. Issue such orders as may be appropriate to expedite this Honorable Court's decision on the merits in this case; and
- G. Award Plaintiff any other relief that this Honorable Court deems just and equitable.

DYKEMA GOSSETT PLLC

Dated: March 11, 2024

By: /s/ John W. Fraser

John W. Fraser (P79908)  
Steven C. Liedel (P58852)  
Erin A. Sedmak (P78282)  
Drew D. Van de Grift (P76820)  
Attorneys for Plaintiff  
Dykema Gossett PLLC  
Capitol View, 201 Townsend Street, Suite 900  
Lansing, Michigan 48933  
Telephone: (517) 374-9100  
JWFraser@dykema.com  
SLiedel@dykema.com  
ESedmak@dykema.com  
DVandegrift@dykema.com