

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

ROBERT CARMACK,
Plaintiff,

Case No. 17-cv-

v

Hon.

CITY OF DETROIT, a municipal corporation,
DETROIT LAND BANK AUTHORITY,
GABE LELAND, in his official and individual capacities as the duly elected
member of the Detroit City Council,
MIKE DUGGAN, in his official and individual capacities as the duly elected
Mayor of the City of Detroit,
ERIC SABREE, in his official and individual capacities as the duly elected
Treasurer for Wayne County,
Defendants.

ANDREW A. PATERSON (P18690)

Attorney for Plaintiff

2893 E. Eisenhower Pkwy

Ann Arbor, MI 48108

(248) 568-9712

aap43@outlook.com

**VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT AND
DEMAND FOR JURY TRIAL**

NOW COME PLAINTIFF, ROBERT CARMACK (“**Plaintiff**” or “**Plaintiff Carmack**”), by and through his attorney, Andrew A. Paterson, and for his Verified Complaint for Declaratory Judgment (“**Verified Complaint**”) and Demand for Jury Trial, states the following:

I. NATURE OF PLAINTIFF'S CLAIMS

1. Plaintiff's claims are brought pursuant to 42 U.S.C. § 1983; 28 U.S.C. §§ 1331, 1337, 1343, and 1367; the Declaratory Judgment Act, 28 U.S.C. § 2201, *et. seq.*

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff's claims pursuant to 42 U.S.C. 1983; 28 U.S.C. §§ 1331, 1332, 1337, 1343, and 1367.
3. This Court also has jurisdiction to render and issue a declaratory judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, *et. seq.*
4. Venue is proper under 28 U.S.C. § 1391 because Plaintiff is a resident of the Eastern District of Michigan, and the actions giving rise to the allegations asserted in this Complaint all occurred within the Eastern District of Michigan.

III. PARTIES

5. Plaintiff, Robert Carmack ("**Plaintiff**" or "**Plaintiff Carmack**"), is a resident and registered elector of the County of Wayne, State of Michigan. Plaintiff Carmack also owns a business that is located within the jurisdictional limits of the Defendant City of Detroit.

6. Defendant, City of Detroit (“**Defendant City**”), is a municipal corporation that is governed by a local city charter in accordance with The Home Rule Cities Act (Act 279 of 1909, being MCL 117.1 et seq).
7. Defendant, Detroit Land Bank Authority (“**Defendant Land Bank**”), was organized and operates as a land bank authority under the provisions of the Michigan Land Bank Fast Track Act, 2003 P.A. 258, being MCL § 124.751 *et. seq.* (the “**Land Bank Act**”) and the Second Amended and Restated Intergovernmental Agreement by and between the Michigan Land Bank Fast Track Authority and the City of Detroit, Michigan, effective as of December 23, 2013 (the “**Intergovernmental Agreement**”). The Defendant Land Bank is an authority governed by a five-member Board of Directors.
8. In accordance with § 3.2 of its Bylaws, four (4) members of the Board of Directors of the Defendant Land Bank are appointed by the Mayor of the City of Detroit and one (1) member is appointed by the Executive Director of the Michigan State Housing Development Authority.
9. Defendant, Gabe Leland (“**Defendant Leland**”), is a duly elected member of the Detroit City Council, who was the former chairman of the Detroit City Council’s Planning and Economic Development Committee.

10. Defendant, Mike Duggan (“**Defendant Duggan**”), is the duly elected Mayor of the Defendant City, who also serves as Chairman of the Defendant Detroit Land Bank Authority.

11. Defendant, Eric Sabree (“**Defendant Sabree**”), is the duly elected Treasurer of Wayne County.

12. An actual controversy exists between the Plaintiff and the named Defendants.

IV. CAUSES OF ACTION

COUNT I

Defendants City of Detroit, Mike Duggan Retaliated Against Plaintiff For Exercising His First Amendment Rights.

13. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

Land or property in the Riverfront Land Deal

14. In March 2015, Plaintiff went before the Detroit City Council to complain to its duly elected members, about some possible unlawful and illegal activity associated with a pending Defendant City land sale of property near old Fort Wayne and the Riverfront (“**Riverfront Land Deal**”).

15. At the March 2015 meeting of the Detroit City Council, the Plaintiff provided city officials and members of the Detroit City Council with

background information on his involvement with the Riverfront Land Deal.

16. Specifically, Plaintiff provided members of the Detroit City Council with a letter from Allen Hayner, who, at the time, was the project manager with the Defendant City, which letter indicated that the Defendant City would reserve the land or property in the Riverfront Land Deal for the Plaintiff's purchase and that the Defendant City agreed that it would not sell the land and property in the Riverfront Land Deal to anyone else.

17. Plaintiff had put a down payment \$50,000 deposit to purchase the land and property in the Riverfront Land Deal.

18. During the March 2015 Detroit City Council meeting, the Plaintiff advised the members of the Detroit City Council that Derrick Miller, former mayoral appointee under former Mayor Kwame Kilpatrick, had demanded Plaintiff give him \$50,000 in in order for the Plaintiff to complete the purchase of the land and property in the Riverfront Land Deal. At the March 2015 meeting Plaintiff also stated to city officials and members of the Detroit City Council that he would be in Washington D.C. on April 7 or 8.

19. During the March 2015 Detroit City Council meeting, Plaintiff also advised the city officials and members of the Detroit City Council that

officials within Defendant Duggan's office had ignored the documentation Plaintiff provided them and Plaintiff further advised members of the Detroit City Council that Defendant Duggan and members of his staff had advised Plaintiff that any prior agreement the Plaintiff had with the prior administration, would simply and arbitrarily not be honored.

20. Approximately 45 days after the March 2015 Detroit City Council meeting that Plaintiff had attended, Defendant Duggan brought before the Detroit City Council a proposal to sell the land or property in the Riverfront Land Deal to a different developer/entity.

21. Prior to Defendant Duggan presenting the sale of the land or property in the Riverfront Land Deal to the Detroit City Council, Plaintiff was advised by political insiders that Mike Garvalia might be able to now assist Plaintiff with purchasing the land or property in the Riverfront Land Deal from the Defendant City.

22. Taking such advice, Plaintiff arranged to meet with Mike Garvalia to ask him if he could assist Plaintiff with purchasing the land or property in the Riverfront Land Deal from the Defendant City.

23. At the initial meeting with Plaintiff, Mike Garvalia advised Plaintiff that he would get back with the Plaintiff and let him know if he could assist

Plaintiff with purchasing the land or property in the Riverfront Land Deal from the Defendant City.

24. Within approximately 48 hours thereafter, Mike Garvalia met with the Plaintiff and advised him that the Defendant Duggan administration did not like the Plaintiff and thus, he, Mike Garvalia, could not help the Plaintiff with the purchase of the land or property in the Riverfront Land Deal from the Defendant City.

Plaintiff's building at 6124 Michigan Ave.

25. Plaintiff is the owner and was the Owner at all times material hereto, of a building located at 8124 Michigan Ave. in Detroit. Plaintiff had expensive automotive repair equipment, such as lifts, compressors, water tanks, etc., and estimated by Plaintiff to be in excess of \$100,000.00 in value, all located inside of Plaintiff's property located at 8124 Michigan Ave.

26. On or about April 7 or 8, 2015 -- while Plaintiff was in Washington, D.C., as he had informed members of the City Council and administration officials at the March 2015 City Council meeting -- Plaintiff's property, located at 8124 Michigan Ave., was placed on an emergency demolition list by unknown city officials within Mayor Mike Duggan's administration.

27. On or about April 7 or 8, 2015, the water, heat, and electricity at and to Plaintiff's property located at 8124 Michigan Ave. was ordered to be and was shut off by unknown officials within Mayor Mike Duggan's administration and/or the Detroit Land Bank Authority.
28. In fact, city employees or its contractors were also ordered to break into Plaintiff's property located at 8124 Michigan Ave. to prep the building to be demolished.
29. Plaintiff is and was then the lawful owner of 8124 Michigan Ave., and the Defendant City nonetheless, without due process, proceeded to take these steps to demolish Plaintiff's property located at 8124 Michigan Ave. while he was in Washington D.C. April 7 or 8. Unknown City employees or officials "stickered" the building indication that it was dangerous and unsafe.
30. In fact, Farrow Construction was the contractor that was hired by the Defendant City at that time to accomplish the demolition of Plaintiff's property located at 8124 Michigan Ave. It sent representatives to inspect the Plaintiff's property at that time and observed that there was an "overhang" of or by the adjacent building and that because of that and the danger demolition would pose to the adjacent building, demolition could no proceed that day.

31. Upon Plaintiff's return from Washington, D.C., he spoke with Mr.

Haskins, an official with Defendant Detroit Land Bank Authority, who advised Plaintiff that the Plaintiff must have angered someone high-up at City Hall because, according to Mr. Haskins, he had never previously turned off the heat, water, gas, and electricity in a privately-owned property in one day. Nor, he added, had he ever been requested to have a commercial building demolished in one day.

32. Upon Plaintiff's return from Washington, D.C., Plaintiff also spoke with representatives from Farrow Construction and they advised him that to eliminate any dangerous or unsafe condition Plaintiff had to simply repair the bricks at the top of his building.

33. Soon after returning from Washington D.C., Plaintiff contacted the Defendant City's Law Department and representatives of the Defendant City's Law Department simply advised the Plaintiff that they deemed Plaintiff's property located at 8124 Michigan Ave. was a dangerous structure and thus was designated to be torn down immediately.

34. Representatives from the Defendant City's Law Department also advised the Plaintiff that they would sign over their rights to the Plaintiff and would give the Plaintiff the right of entry if the Plaintiff hired a structural engineer and repaired the building.

35. Plaintiff spoke with a structural engineer who advised him as to what improvements were needed to address the Defendant City's expressed concerns.

36. Plaintiff proceeded with the structural engineer's suggested improvements and spent over \$20,000 to make required repairs to the 8124 Michigan Ave. property.

37. After Plaintiff had made the necessary repairs, the Defendant City sent inspectors out to inspect Plaintiff's property at 8124 Michigan Ave.

38. Inspectors for the Defendant City made a few additional suggestions, which the Plaintiff promptly complied with by making additional repairs to the property located at 8124 Michigan Ave.

39. By November 2015, Plaintiff had taken the necessary steps to remove his 8124 Michigan Ave property from the emergency demolition list.

40. For Plaintiff to get his property located at 8124 Michigan Ave removed from the City's emergency demolition list Plaintiff had to pay the City approximately \$138, show proof of ownership, and proof that the property taxes were paid up-to-date.

41. Plaintiff so provided the Defendant City with all the required documentation mentioned in the above paragraph to have his property

- located at 8124 Michigan Ave removed from the emergency demolition list.
42. Plaintiff then received a “clearance” from the Defendant City removing his property located at 8124 Michigan Ave off the emergency demolition list.
43. However, despite the Plaintiff taking the required steps to have his property removed from the emergency demolition list, and despite it having been removed from the list, the property located at 8124 Michigan Ave was unlawfully torn down in 2016 by the Defendants City and Detroit Land Bank Authority with federal Hardest Hit Funds TARP monies.
44. During the time in which Plaintiff’s property was unlawfully demolished, Channel 7 reporter Ronnie Dahl did a television story on how the Defendants City and Detroit Land Bank Authority unlawfully demolished the Plaintiff’s commercial property with federal funds. Channel 7 took video of Plaintiff’s property being unlawfully demolished.
45. In the Channel 7 story, Plaintiff alleged that officials from the Defendant City were involved in illegal and criminal conduct.
46. After the Channel 7 story aired, officials from the Defendant City began to retaliate against the Plaintiff by writing him misdemeanor blight violation

tickets at his other property located at 8107 Michigan Ave., as well
“black-balled” and prevented Plaintiff from receiving any business from
the Defendant City.

47. Prior to the Channel 7 story airing, Plaintiff received business from the
Defendant City to fix the Defendant City’s police cars. However, after
the Channel 7 aired, Plaintiff was told that the Mayor would not allow
Plaintiff to receive any more business from the City. To date, Plaintiff’s
business has not received any business from the Defendant City.

48. It is evident that the Defendants City and Duggan retaliated against the
Plaintiff for exercising his First Amendment Right to free speech during
the March 2015 City Council meeting, as well as for Plaintiff exercising
his First Amendment Right to free speech during the Channel 7 story.

49. Plaintiff’s business has suffered because of the Defendant Duggan and
other officials of the Defendant City retaliating against the Plaintiff.

50. Plaintiff seeks and award of monetary, compensatory and punitive
damages.

51. Plaintiff seeks damages in excess of \$1 million.

COUNT II

**Supplemental State Law Claim-Civil Extortion Under Mich. Comp. Laws
§750.213 (against Defendant Leland).**

52. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

53. In June 2015, Plaintiff contacted Defendant Leland to discuss with him the issues he was facing with the Defendant City concerning his property located at 8124 Michigan Ave.

54. During his meeting with Defendant Leland in June 2015, Plaintiff provided Defendant Leland with documents proving that Plaintiff was indeed the proper owner of 8124 Michigan Ave.

55. During the June 2015 meeting, Defendant Leland looked at the documents provided by the Plaintiff and opined that he agreed with Plaintiff that Plaintiff did own the property located at 8124 Michigan Ave.

56. Plaintiff met with Defendant Leland a few more occasions to discuss the issues pertaining to Plaintiff's property located at 8124 Michigan Ave.

57. Plaintiff felt it was imperative and necessary to meet with Defendant Leland concerning his property located at 8124 Michigan Ave. since Defendant Leland was the chairman of the Detroit City Council's committee that was responsible for community development and property located in the Defendant City.

58. During 2016 through 2017, Defendant Leland, as chairman of the committee, repeatedly put Plaintiff's property located at 8124 Michigan Ave. on the council committee's agenda to authorize its sale to another individual.

59. During this same time period, Defendant Leland met repeatedly with Plaintiff to discuss Plaintiff's property located at 8124 Michigan Ave and during those meetings Defendant Leland repeatedly asks Plaintiff if he was going to attend any of Defendant Leland's political fundraisers.

60. A few weeks prior to the August 2017 Primary election, Defendant Leland requested Plaintiff to help him financially with his reelection campaign for the Detroit City Council.

61. Defendant Leland demanded and requested the Plaintiff to give Defendant Leland \$15,000 for his reelection campaign.

62. Plaintiff ignored Defendant Leland's request.

63. However, Defendant Leland then promised not to sell Plaintiff's property located at 8124 Michigan Ave if Plaintiff would give Defendant Leland \$15,000 for his reelection campaign.

64. Fearing that his place of business would be sold by the Defendants City and Leland if Plaintiff did not agree to Defendant Leyland's demand for money, Plaintiff went to the Federal Bureau of Investigation ("FBI") to

seek advice as to his situation because he believed he was being criminally extorted.

65. The FBI asked Plaintiff wear a recording device (a “wire”) and to pay Defendant Leland as Defendant Leyland demanded.

66. The very next day after Defendant Leland demanded \$15,000 from the Plaintiff, Defendant Leland called Plaintiff and told Plaintiff that Defendant Leland would be sending “someone” over to pick up the money from Plaintiff.

67. On that same day, a female, purportedly a campaign worker for Defendant Leland, called Plaintiff and said that she needed to come by and pick up the money on behalf of Defendant Leyland.

68. In accordance with the FBI’s request, Plaintiff arranged for Defendant Leland’s female campaign worker to pick up the cash from Plaintiff on a side street near a bank on East Jefferson Ave in Detroit.

69. As arranged, Plaintiff met the female campaign worker on the side street near a bank on East Jefferson Ave, and gave the campaign worker \$7,500 in cash in an envelope, which was to be delivered and given to Defendant Leland.

70. During the exchange, Plaintiff explains to the female campaign worker that the cash in the envelope was for Defendant Leland and the female

campaign worker responds by stated that it was not for her and that she would be delivering the money to Defendant Leland immediately.

71. Plaintiff saw the Defendant Leland the next day in person and Plaintiff asked Defendant Leland if he had received the money he had given the campaign worker.

72. Defendant Leland responded that he had in fact received the money from the campaign worker and that the Plaintiff was now free to do want every he wanted at his property located at 8124 Michigan Ave., and Defendant Leland further asked the Plaintiff what else was the Plaintiff going to ask the Defendant City for.

73. Days later, after receiving the \$7,500 in cash from Plaintiff, Defendant Leland asked the Plaintiff to fix his secretary's car for free, and, in accordance with the FBI's instructions, Plaintiff obliged and fixed Defendant Leland's secretary's car for free.

74. However, a few weeks later, Plaintiff learned that Defendant Leland had in fact placed on the agenda the sale of Plaintiff's property located at 8124 Michigan Ave.

75. Defendant Leland extorted money from Plaintiff in violation of Mich. Comp. Laws §750.213.

76. In this Count, Plaintiff is pleading extortion as the underlying tort.

Plaintiff correctly relies on the state criminal statute regarding extortion for the elements of this offense. See *Gardner v Wood*, 429 Mich 290, 301; 414 NW2d 706 (1987).

77. Mich. Comp. Laws §750.213 makes it a felony for any person to:

Any person who shall, either orally or by a written or printed communication, maliciously threaten to accuse another of any crime or offense, or shall orally or by any written or printed communication maliciously threaten any injury to the person or property or mother, father, husband, wife or child of another with intent thereby to extort money or any pecuniary advantage whatever, or with intent to compel the person so threatened to do or refrain from doing any act against his will, shall be guilty of a felony....

78. However, because this is a civil cause of action in tort, an additional element of damages is also required. See *In re Bradley Estate*, 494 Mich 367, 384, 391-392; 835 NW2d 545 (2013) (recognizing that the purpose of a tort action is to recover damages and that damages are an element of a traditional tort claim).

79. Defendant Leland extorted Plaintiff in exchange for financial compensation to prevent Plaintiff's property from being sold by the Defendant City. However, unbeknownst to Plaintiff, Defendants City and Leland had already arranged for Plaintiff's property to be sold

despite the Plaintiff reluctantly agreeing to pay Defendant Leland for his legislative protection.

80. Accordingly, Plaintiff seeks damages in excess of \$1 million for Defendant Leland's unlawful and criminal behavior.

COUNT III

State Law Claim-Quiet Title- Defendants City of Detroit and Sabree Fraudulently and Unlawfully Conveyed The Title To Plaintiff's Property Located at 8124 Michigan Ave.

81. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

82. This claim is brought pursuant to Mich. Comp. Laws § 600.2932, the Declaratory Judgment Act and the Court exercising supplemental jurisdiction pursuant to 28 U.S.C. §1367.

83. This claim seeks the entry of a declaratory judgment declaring that Plaintiff is the rightful owner of the property located at 8124 Michigan Ave and to declare that the Defendants City of Detroit and Sabree fraudulently and unlawfully conveyed and sold Plaintiff's property to another person.

84. Plaintiff has standing to commence this state-law claim against the named Defendants pursuant to Mich. Comp. Laws § 600.2932. See *Adams v Adams*, 276 Mich. App. 704; 742 NW2d 399 (2007).

85. As noted, the Defendants City and Detroit Land Bank Authority proceeded with the unlawful demolition of Plaintiff's property located at 8124 Michigan Ave in April 2016 without first clearing and quieting the title to said property.
86. The Defendants City and Detroit Land Bank Authority falsely asserted that they had the legal right to demolish Plaintiff's property located at 8124 Michigan Ave. because the Defendant City lawfully owned the property.
87. However, this could not be so considering Plaintiff had a legal deed proving his ownership in the property located at 8124 Michigan Ave.
88. Additionally, the Defendant City could not lawfully own the property considering the mortgage company that owned a mortgage on the property was in bankruptcy when the property located at 8124 Michigan Ave. was unlawfully foreclosed on by the Defendant Sabree.
89. Therefore, although the Defendant Sabree proceeded with the foreclosure of the property located at 8124 Michigan Ave, said foreclosure was improper due to the fact the mortgage company that owned a mortgage on the property was engaged in bankruptcy proceedings, and thus, the automatic stay under 11 U.S.C. § 326 was in effect.

90. When the property was unlawfully foreclosed on by the Defendant Sabree in 2010, the Defendant City purportedly bought the property located at 8124 Michigan Ave. from the Defendant Sabree in 2010.

91. However, such a transaction was fraudulent and illegal considering the foreclosure was improper due to the automatic stay being in effect.

92. Nonetheless, the Defendant City not only had Plaintiff's property demolished, but the Defendant City failed to quiet title to said property prior to selling Plaintiff's property located at 8124 Michigan Ave. to another individual.

93. As a result of the Defendants fraudulent and unlawful actions, Plaintiff has suffered damages exceeding \$1 million.

94. Thus, it is necessary for the Court to declare that Plaintiff is the lawful and legal owner of the property located at 8124 Michigan Ave., and declare that the Defendants City and Sabree fraudulently and unlawfully conveyed ownership of the property located at 8124 Michigan Ave.

COUNT IV

Fifth Amendment Due Process Violations – Unlawful Taking and Deprivation of Property (against defendants City of Detroit and Detroit Land Bank Authority).

95. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

96. Plaintiff brings this Fifth Amendment claim for the unlawful taking of his property without due process of law pursuant to the Due Process Clause of the Fifth Amendment of the United States Constitution.

97. This claim seeks the entry of a declaratory judgment declaring that Plaintiff is the rightful owner of the property located at 8124 Michigan Ave and to declare that the Defendants City of Detroit and Sabree unconstitutionally and unlawfully conveyed and sold Plaintiff's property to another person.

98. Plaintiff has standing to commence this Constitutional claim against the named Defendants pursuant to the Fourteenth Amendment, which makes the protections of the Fifth Amendment applicable to the States.

99. As noted, the Defendants City and Detroit Land Bank Authority proceeded with the unlawful demolition of Plaintiff's property located at 8124 Michigan Ave in April 2016 without first clearing and quieting the title to said property.

100. The Defendants City and Detroit Land Bank Authority falsely asserted that they had the legal right to demolish Plaintiff's property located at 8124 Michigan Ave. because the Defendant City lawfully owned the property.

101. This could not be so, considering Plaintiff had a legal deed proving his ownership in the property located at 8124 Michigan Ave.
102. Additionally, the Defendant City could not lawfully own the property considering the mortgage company that owned a mortgage on the property was in bankruptcy when the property located at 8124 Michigan Ave was unlawfully foreclosed on by the Defendant Sabree.
103. Therefore, although the Defendant Sabree proceeded with the foreclosure of the property located at 8124 Michigan Ave, said foreclosure was unlawful due to the fact the mortgage company that owned a mortgage on the property was engaged in bankruptcy proceedings, and thus, the automatic stay under 11 U.S.C. § 326 was in effect.
104. When the property was unlawfully foreclosed on by the Defendant Sabree in 2010, the Defendant City purportedly bought the property located at 8124 Michigan Ave. from the Defendant Sabree in 2010.
105. However, such a transaction was unlawful considering the foreclosure was improper due to the automatic stay being in effect.
106. Nonetheless, Defendant City not only had Plaintiff's property demolished, but Defendant City failed to quiet title to said property prior

to selling Plaintiff's property located at 8124 Michigan Ave. to another individual.

107. As a result of Defendants fraudulent and unlawful actions, Plaintiff has suffered an unlawful taking in violations of his Fifth Amendment Due Process rights and protections.

108. Thus, it is necessary for the Court to declare that Plaintiff is the lawful and legal owner of the property located at 8124 Michigan Ave., and declare that the Defendants City and Sabree fraudulently conveyance of ownership of the property located at 8124 Michigan Ave.

COUNT V

Fifth Amendment Due Process Violations – Failure to Give Proper Notice to Quit Premises (against defendants City of Detroit).

109. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

110. Plaintiff brings this Fifth Amendment claim for the unlawful taking of his property without due process of law pursuant to the Due Process Clause of the Fifth Amendment of the United States Constitution.

111. This claim seeks the entry of a declaratory judgment declaring that Plaintiff is the rightful owner of the property located at 8124 Michigan

- Ave and to declare that Defendant City of Detroit unconstitutionally and unlawfully took physical possession of Plaintiff's property without Due Process of law for failure to give Plaintiff any Notice to Quit or follow any proceedings under Mich. Comp. Laws § 600.5714(1)(g).
112. Plaintiff has standing to commence this Constitutional claim against the named Defendants pursuant to the Fourteenth Amendment, which makes the protections of the Fifth Amendment applicable to the States.
113. As noted, the Defendants City and Detroit Land Bank Authority proceeded with the unlawful demolition of Plaintiff's property located at 8124 Michigan Ave in April 2016 without first clearing and quieting the title to said property.
114. As such, Plaintiff was both the lawful owner and lawful occupant of the property located at 8124 Michigan Ave.
115. However, even if Defendants conduct had been lawful, Plaintiff would still be entitled to Due Process under both Michigan statutes and the U.S. Constitution.
116. Therefore, although the Defendant City of Detroit proceeded with the trespass upon and demolition of the property located at 8124 Michigan Ave, said actions were unconstitutional due to the fact the occupant had not been served notice under Mich. Comp. Laws § 600.5714(1)(g).

117. As a result of Defendants unconstitutional actions, Plaintiff has suffered an unlawful taking in violations of his Fifth Amendment Due Process rights and protections.

118. Thus, it is necessary for the Court to declare that Plaintiff is the lawful and legal owner of the property located at 8124 Michigan Ave., and declare that Defendant City of Detroit violated his right to Due Process of law by failing to give Notice to Plaintiff of the taking of the property located at 8124 Michigan Ave.

COUNT VI

Supplemental State Law Claim – Common Law Trespass to Land (against Defendant City of Detroit).

119. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

120. As noted, the Defendants City and Detroit Land Bank Authority proceeded with the unlawful demolition of Plaintiff's property located at 8124 Michigan Ave in April 2016, of which Plaintiff was the rightful owner.

121. Under Michigan common law, every unauthorized, and therefore unlawful, entry into the close, or private property, of another is a trespass at common law, which necessarily carries with it some damage for which the trespasser is liable. See *Hanson v. Carroll*, 133 Conn. 505, 52 A.2d 700 (1947); *Letterman v. English Mica Co.*, 249 N.C. 769, 107 S.E.2d 753 (1959).
122. Damages for trespass to land are generally measured by difference between value of land before harm and value after harm. See *Schankin v. Buskirk*, 354 Mich. 490, 494, 93 N.W.2d 293 (1958).
123. A trespasser is liable for all the consequences, indirect and consequential, as well as direct damages resulting from his trespass, irrespective of his negligence. *Insurance Co. of North America v. Cuevas* (1972) 199 N.W.2d 681, 41 Mich. App. 90, reversed on other grounds 210 N.W.2d 313, 390 Mich. 67.
124. The difference in value before and after Defendant's trespass and unlawful behavior upon Plaintiff's property while trespassing is estimated at over \$1 million.
125. Plaintiff therefore brings this Claim seeking damages in excess of \$1 million.

COUNT VII

Supplemental State Law Claim – Common Law Conversion (against Defendants City of Detroit, Detroit Land Bank Authority, and Sabree).

126. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

127. As noted, the Defendants City and Detroit Land Bank Authority proceeded with the unlawful demolition of Plaintiff's property located at 8124 Michigan Ave in April 2016, of which Plaintiff was the rightful owner.

128. Common Law Conversion is defined as "any distinct act of domain wrongfully exerted over another's personal property in denial of or inconsistent with the rights therein." *Lawsuit Fin., L.L.C. v. Curry*, 683 N.W.2d 233, 240 (Mich. App. 2004).

129. At the time of Defendants' unlawful taking and destruction of Plaintiff's property, there was an estimated \$100,000.00 of equipment and tools on the property which Defendants removed and converted.

130. Plaintiff therefore brings a claim for Common Law conversion seeking recovery of the fair market value of Plaintiff's tools and equipment converted by Defendants.

COUNT VIII

Supplemental State Law Claim – Statutory Conversion Under M.C.L. § 600.2919a (against Defendants Leland, Sabree, City of Detroit, and Detroit Land Bank Authority).

131. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

132. As noted, Defendants Leland and Sabree arranged for Plaintiff's property to be sold, aiding in its conversion, while knowing it rightfully belonged to Plaintiff and Defendants City of Detroit and Sabree fraudulently and unlawfully conveyed and sold Plaintiff's property to another, knowingly aiding in its conversion.

133. As noted, the Defendants City and Detroit Land Bank Authority then proceeded with the unlawful demolition and carry away Plaintiff's property located at 8124 Michigan Ave in April 2016, of which Plaintiff was the rightful owner, constituting the unlawful conversion of the property thereon.

134. Statutory conversion consists of knowingly buying, receiving, or aiding in the concealment of any stolen, embezzled, or converted property. See MCL 600.2919a and *Head v. Phillips Camper Sales & Rental, Inc.*, 234 Mich. App. 94, 111, 593 N.W.2d 595, 603 (1999).

135. The Michigan conversion statute proved:

(1) A person damaged as a result of either or both of the following may recover 3 times the amount of actual damages sustained, plus costs and reasonable attorney fees:

(a) Another person's stealing or embezzling property or converting property to the other person's own use.

(b) Another person's buying, receiving, possessing, concealing, or aiding in the concealment of stolen, embezzled, or converted property when the person buying, receiving, possessing, concealing, or aiding in the concealment of stolen, embezzled, or converted property knew that the property was stolen, embezzled, or converted.

(2) The remedy provided by this section is in addition to any other right or remedy the person may have at law or otherwise.

Mich. Comp. Laws § 600.2919a.

136. The total properties of Plaintiff's converted are estimated to exceed \$100,000.00 and, therefore, Defendants are liable to Plaintiff in an amount estimated to exceed \$300,00.00.

137. Plaintiff brings this claim seeking damages in excess of \$300,000.00, plus costs and attorney fees.

COUNT IX

Plaintiff Shall Be Awarded Court Costs and Attorney Fees Under 42 U.S.C. § 1988.

138. Plaintiff incorporates, repeats, and realleges the foregoing allegations as though they were fully set forth and stated herein.

139. This claim is brought pursuant to 42 U.S.C. §§ 1983, 1988.

140. Plaintiff shall be awarded his attorney's fees and costs pursuant to 42 U.S.C. § 1988 for any relief granted for any of the counts properly pled and alleged herein against the named Defendants. See *Déjà vu of Nashville Inc. v Metro Gov't of Nashville and Davison County*, 421 F.3d 417 (6th Cir. 2005; and see also, *Berger v City of Mayfield Heights*, 265 F.3d 399, 406-407 (6th Cir. 2001).

CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiff prays that this Honorable Court GRANTS the requested relief as follows:

- A. Issue A Declaratory Judgment declaring that the Defendants have retaliated against the Plaintiff for exercising his First Amendment Rights.
- B. Issue A Declaratory Judgment declaring that the Defendant Leyland extorted the Plaintiff out of \$7,500.
- C. Declare Plaintiff is the lawful owner of the property located at 8124 Michigan Ave.
- D. Declare Defendants City and Sabree fraudulently and unlawfully conveyed the ownership of the property located at 8124 Michigan Ave.
- E. Award Plaintiff damages in excess of \$1.3 million.
- F. Award Plaintiff his attorney's fees and costs pursuant to 42 U.S.C. § 1988 against the Defendants.
- G. Award Plaintiff monetary, compensatory and punitive damages in excess of \$1.3 million.
- H. Grant any further relief the Court deems appropriate, just and proper.

Dated: March 28, 2018

Respectfully submitted,

/s/ ANDREW A. PATERSON
ANDREW A. PATERSON (P18690)
Attorney for Plaintiff
2893 E. Eisenhower Pkwy
Ann Arbor, MI 48108
(248) 568-9712
aap43@outlook.com

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

ROBERT CARMACK,
Plaintiff,

Case No. 17-cv-

v

Hon.

CITY OF DETROIT, a municipal corporation,
DETROIT LAND BANK AUTHORITY,
GABE LELAND, in his official and individual capacities as the duly elected
member of the Detroit City Council,
MIKE DUGGAN, in his official and individual capacities as the duly elected
Mayor of the City of Detroit,
ERIC SABREE, in his official and individual capacities as the duly elected
Treasurer for Wayne County,
Defendants.

ANDREW A. PATERSON (P18690)
Attorney for Plaintiff
2893 E. Eisenhower Pkwy
Ann Arbor, MI 48108
(248) 568-9712

aap43@outlook.com

DEMAND FOR JURY TRIAL

NOW COME PLAINTIFF, ROBERT CARMACK (“**Plaintiff**” or “**Plaintiff Carmack**”), by and through his attorney, Andrew A. Paterson, and pursuant to Fed.R.Civ.P. 38, hereby demands a jury trial on all the issues so triable by a jury as pled in Plaintiff’s complaint.

Dated: April X, 2018

Respectfully submitted,

/s/ ANDREW A. PATERSON
ANDREW A. PATERSON (P18690)
Attorney for Plaintiff
2893 E. Eisenhower Pkwy
Ann Arbor, MI 48108
(248) 568-9712
aap43@outlook.com