

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

JOHN H. MAXWELL, INDIVIDUALLY,

And

Case No. 26-11659-CZ

GREG MIELCZAREK, INDIVIDUALLY,

Plaintiffs,

v

STEVEN D. SCALES, INDIVIDUALLY,

Defendant.

Lawrence J. Acker P28123
Attorney for Plaintiffs
203 North Main Street, Ste. 3
Leland, MI 49654
and
PO Box 892
Traverse City, MI 49685
(231) 421-2392
L.Acker@ackerpc.com

Matthew J. Wojda P72766
Bauer, Florip & Wojda PLC
Attorneys for Defendant
109 E. Chisholm Street
Alpena, MI 49707
(989) 356-3444
mjwojda@bfwlawfirm.com

ANSWER AND AFFIRMATIVE DEFENSES AND NEW MATTER

NOW COMES Defendant Steven D. Scales, through his attorneys, Bauer, Florip & Wojda PLC, and for his Answer and Affirmative Defenses and new matter to the Complaint of John H. Maxwell and Greg Mielczarek, states as follows:

Jurisdiction and Venue

1. Admitted, upon information and belief.

2. Admitted, upon information and belief.
3. Admitted.
4. Admitted that Defendant Scales was recently divorced and that he must follow all applicable laws as a Trustee and a member of the Planning Commission. Denied as untrue, however, that any of the cited statutes provide for a procedure requiring him to "re-confirm a residential location in Leland Township." As to the remaining allegations, neither admitted nor denied as the allegations constitute legal conclusions. Plaintiffs are left to their proofs.
5. Denied as the content of the statute cited speaks for itself. Plaintiffs are left to their proofs.
6. Neither admitted nor denied for lack of knowledge or insofar as the language of the Complaint speaks for itself. Plaintiffs are left to their proofs.
7. Denied for it is untrue.
8. Neither admitted nor denied as the allegation constitutes a legal conclusion. Plaintiffs are left to their proofs.
9. Admitted that Plaintiffs have requested injunctive relief, but denied as untrue that any such relief is appropriate in this case.
10. Denied for it is untrue.
11. Admitted that Plaintiffs have requested a jury but denied that a right to a jury trial exists for the claims made.
12. Neither admitted nor denied as this constitutes a legal conclusion. Plaintiffs are left to their proofs.
13. Denied for it is untrue.

Factual Background

Defendant declines to reproduce the subheadings included in Plaintiffs' Complaint as they are inaccurate and mischaracterize the conduct alleged.

14. Admitted.

15. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

16. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

17. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

18. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

Specifically denied as untrue, however, the allegation in section 18(c) that Defendant and Mr. Kuntz were close allies on the board or that they communicated privately concerning how Defendant may vote on a particular issue.

19. Denied for it is untrue.

20. Denied for it is untrue. By way of further answer, the email was shared by Defendant, without additional comment, with Mr. Kuntz as part of a request for correspondence directed toward the Planning Commission.

21. Denied as the email exchange speaks for itself. Plaintiffs are left to their proofs.

22. Admitted that Defendant Scales did not disclose to other Planning Commission members that he was actively supporting Mr. Kuntz's position because he was not actively supporting Mr. Kuntz's position. Indeed, Defendant Scales ultimately voted in support of the CDO.

23. Admitted that Defendant Scales did not disclose to the Board as a group that he was coordinating the Kuntz objections to the CDO application by non-disclosed consultations with Kuntz, using his position on the Planning Commission to the

disadvantage of the Applicants because he was not doing so. Plaintiffs are left to their proofs.

24. Admitted that Defendant Scales did not disclose to the Public, the Board as a whole, or anyone else that he was engaged in improper Open Meetings Act activities because he was not so involved. Neither admitted no denied as to Mr. Kuntz's actions for lack of knowledge. Plaintiffs are left to their proofs. Denied as untrue that any sub-quorum communications were a means of deliberating toward decisions of the Planning Commission and the Board outside of open meetings or that *Booth Newspapers, Inc v Univ of Michigan Bd of Regents*, 444 Mich 211, 222-223; 507 NW2d 422 (1993) is in any way implicated by the circumstances of this case. At any rate, such an allegation amounts to a legal conclusion and Plaintiffs are left to their proofs.

25. Admitted that the Planning Commission's approval of the CDO included conditions, some of which were suggested by Defendant Scales, and all of which were approved by members of the Planning Commission and by the applicants and their lawyer in an open meeting conforming to the Open Meetings Act. As for the suggestion that Defendant Scales and Supervisor Mitchell engaged in any sort of wrongdoing, denied for it is untrue.

26. Denied for it is untrue.

27. Denied for it is untrue.

28. Admitted.

29. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

30. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

31. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

32. Admitted.

33. Denied for it is untrue.

34. Admitted that Defendant Scales never disclosed to the other members of the Planning Commission that he was meeting with the Applicant's owner at private residences because he did not do so. Further denied as untrue that Defendant Scales met with the applicant at all during the application process and denied as untrue that he was "aligned with the Applicant in seeking the objective of SLUP approval."

35. Admitted.

36. Admitted.

37. Neither admitted nor denied whether they "needed to do so" for lack of knowledge. Plaintiffs are left to their proofs. As for the remaining allegations, denied for they are untrue.

38. Denied for it is untrue.

39. Admitted that Defendant Scales made no public disclosure of his "close ties" to the Applicant because he did not have close ties to the Applicant. Further admitted that he did not disclose to his fellow Planning Commission members that he had been meeting with the Applicant and was in support of the SLUP based upon the information and encouragement received from the Applicant because such allegations are entirely untrue.

40. Denied that there was any "public caution" in the February 2026 meeting for it is untrue. As for the remaining allegations:

(a) Denied for it is untrue;

(b) Denied for it is untrue that Defendant Scales "voted to accept a report." By way of further answer, Defendant Scales requested a vote on the application because procedures had been followed. As to the remaining

allegations, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

(c) Admitted that Defendant Scales voted to decide the SLUP application, neither admitted nor denied whether there existed a properly drafted and unbiased attorney opinion for lack of knowledge. Plaintiffs are left to their proofs.

(d) Admitted that Defendant Scales was in favor of deciding the SLUP application. The remaining allegations are neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

(e) Admitted that Defendant Scales neither identified a conflict of interest nor recused himself because no conflict existed which would warrant recusal.

41. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

42. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

43. Denied for it is untrue.

44. Denied for it is untrue.

45. Admitted that, following the meeting, Defendant Scales went alone to the Northport Bar for a beer. Further admitted that Defendant Scales saw two tables of residents, one table filled with apparent supporters of the application and the other filled with individuals in apparent opposition to the application. As to the remaining allegations, denied for they are untrue.

46. Denied for it is untrue.

47. Admitted that, at the annual meeting, a local resident made suggestions during public comment regarding obligations as a board member and Planning

Commission member. Denied as untrue, however, that the facts of Defendant Scales's conduct were known or understood by the member of the public.

48. Admitted that Defendant Scales's behavior was not modified because it does not violate any legal or ethical standards for members of Planning Commissions or Township Boards.
49. Denied for it is untrue.
50. Admitted that Defendant Scales voted to approve the SLUP application. By way of further answer, Defendant Scales voted to approve the SLUP application because he believed approval was warranted under the circumstances. To the extent that this paragraph contains any other allegations or insinuations, denied for they are untrue.
51. Admitted that the Township Board approved payment of a bill submitted by the Township's law firm for work it had performed and that Defendant Scales, as a board member, voted in favor of payment of that bill and others. As to the remaining allegations, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.
52. Admitted.
53. Admitted that Defendant Scales supported payment of attorney fees to an attorney who had completed work for the Township. As for the remaining allegations, neither admitted nor denied as the allegation is too vague to permit a response as it is unclear who allegedly deemed the attorney work product to be "unusable and procedurally defective." Plaintiffs are left to their proofs.
54. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

55. Denied for it is untrue.
56. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.
57. Admitted.
58. Admitted that the Planning Commission's activities continue up to and including the present day and will presumably continue indefinitely. Denied as untrue that Defendant Scales ever sponsored the application at the April 15, 2026 session or any other. Admitted, however, that he voted to approve the application.
59. Denied for it is untrue. By way of further answer, the Township Board approved payment to the law firm of \$2,000 which had been budgeted and approved for payment.
60. Denied for it is untrue. By way of further answer, Defendant Scales questioned the minutes appointing three of five members of the planning commission, including himself, Brian Fenlon, and Lee Cory. He believed it was possibly a clerical error and sought corrective action.
61. Neither admitted nor denied as to communications between Supervisor Mitchell and the former Township Attorney. Plaintiffs are left to their proofs. As to the remaining allegations, denied for they are untrue.
62. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.
63. Admitted that no disclosures were made to the planning commission. As to whether any communications existed between Supervisor Michell and the attorney or the extent of any alleged communications, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.
64. Denied for it is untrue.

65. As to whether the activities described in paragraphs 54 and 61 through 64 are authorized by the Planning Enabling Act, neither admitted nor denied as the allegation constitutes a conclusion of law and the statute speaks for itself. Plaintiffs are left to their proofs. As to the remaining allegations, denied for they are untrue.
66. Denied for it is untrue, as there have been no violations of the Open Meetings Act or the Zoning Enabling Act.
67. Admitted.
68. Admitted.
69. Denied for it is untrue.
70. Denied for it is untrue.
71. Denied for it is untrue.
72. Denied for it is untrue. By way of further Answer, after Plaintiff filed a premature request for Writ of Mandamus, Supervisor Mitchell promptly drafted, through counsel, and entered into a stipulation confirming Chairman Cory's term expired on December 10, 2026, something he had never opposed (**Exhibit A**).
73. Admitted that the Township Board appointed, as it is obligated to do, two individuals to the Zoning Board of Appeals after vacancies had arisen. As to the allegation that this completely legitimate behavior amounts to "ZBA stacking," denied for it is untrue. Further denied as untrue that the appointment of two members of the ZBA in any way violated either the Michigan Zoning Enabling Act or the Open Meetings Act.
74. Admitted that there had been vacancies on the Leland Township Zoning Board of Appeals.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

JOHN H. MAXWELL, INDIVIDUALLY,

And

Case No. 26-11659-CZ

GREG MIELCZAREK, INDIVIDUALLY,

Plaintiffs,

v

STEVEN D. SCALES, INDIVIDUALLY,

Defendant.

Lawrence J. Acker P28123
Attorney for Plaintiffs
203 North Main Street, Ste. 3
Leland, MI 49654
and
PO Box 892
Traverse City, MI 49685
(231) 421-2392
L.Acker@ackerpc.com

Matthew J. Wojda P72766
Bauer, Florip & Wojda PLC
Attorneys for Defendant
109 E. Chisholm Street
Alpena, MI 49707
(989) 356-3444
mjwojda@bflawfirm.com

ANSWER AND AFFIRMATIVE DEFENSES AND NEW MATTER – PART 2

75. Admitted that there was a special meeting held on July 28, 2026 and that several vacant seats on the ZBA were filled through Board action. As to the remaining allegations, denied for they are untrue.
76. Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.
77. Denied for it is untrue. By way of further answer, it is Defendant Scales's understanding that all meetings have been convened in accordance with the Open Meetings Act, although he is not personally responsible for scheduling meetings or identifying the spaces in which they will be held.
78. Admitted that open meetings do not happen accidentally or haphazardly. To the extent that Plaintiff suggests some nefarious intent, denied for it is untrue, although Defendant Scales is not responsible for scheduling meetings or identifying the spaces in which they will be held. Further, as to the allegation that the scheduling of meetings is designed to avoid public comment and public scrutiny, denied for it is untrue. Finally, Defendant Scales denies as untrue the allegation that he has engaged in any form of misconduct, let alone gross misconduct.
79. Admitted that the July 28, 2026 meeting was held at the Leland Firehouse, a centrally-located facility capable of handling large groups. As to the nature of the communication system and whether some individuals could not hear, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. As to the availability of the Leland School auditorium, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. As to whether Supervisor Mitchell has a dispute, petty or otherwise, with the School Board, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. Denied as untrue

that the firehouse is a "less convenient, poorly equipped venue." Denied as untrue that the meetings in any way violated the Open Meetings Act. As to the sound system, neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs.

80. Denied as untrue that the Township Board, not a party to this action, violated statutory procedures or that any of the subsections below are actual ZBA requirements, as alleged:

- (a) Denied for it is untrue;
- (b) Denied for it is untrue;
- (c) Denied for it is untrue;
- (d) Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. But by way of further answer, the scope of service for a ZBA member extends far beyond a single Special Land Use Permit application.
- (e) Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. But by way of further answer, the scope of service for a ZBA member extends far beyond a single Special Land Use Permit application.
- (f) Neither admitted nor denied for lack of knowledge. Plaintiffs are left to their proofs. But by way of further answer, the scope of service for a ZBA member extends far beyond a single Special Land Use Permit application.

81. Admitted that Defendant Scales did not recuse himself from voting on the ZBA nominees. Denied as untrue that the allegations contained within this Complaint are "facts." As to every other allegation contained within this paragraph, denied for it is untrue.

82. Denied for it is untrue.

83. Admitted that Defendant Scales did not recuse himself. Denied as untrue that he had engaged in any form of misconduct of that there was any basis upon which he should have recused himself.

84. Denied as untrue that there were any violations of the Open Meetings Act. Admitted that there may have been 100 people at any given meeting and that 15 of those people may have voiced opposition to the process and manner in which the meeting was being conducted, a fact which (a) does not necessarily render them correct and (b) tends to refute the claims of an Open Meetings Act violation, given their supposedly public nature.

85. Denied for it is untrue.

86. Denied for it is untrue.

87. Admitted.

88. Denied for it is untrue.

89. Denied for it is untrue.

Count I: Open Meetings Act

90. Defendant incorporates by reference paragraphs 1 through 89 as though completely restated herein.

91. Neither admitted nor denied as the language of the statute speaks for itself. Plaintiffs are left to their proofs.

92. Admitted.

93. Neither admitted nor denied as the provisions of the Open Meetings Act speak for themselves.

94. Neither admitted or denied as the allegation constitutes a legal conclusion. Plaintiffs are left to their proofs.

95. Denied for it is untrue.

(a) Denied for it is untrue.

(b) Denied for it is untrue.

(c) Denied for it is untrue.

(d) Denied for it is untrue.

96. Denied for it is untrue.

97. While it is admitted that various events alleged in the Complaint occurred at separate meetings, denied as untrue that any violations occurred.

98. Denied for it is untrue.

99. Neither admitted or denied as the allegation constitutes a legal conclusion.

Plaintiffs are left to their proofs.

100. Neither admitted or denied as the allegation constitutes a legal conclusion.

Plaintiffs are left to their proofs.

101. Neither admitted or denied as the allegation constitutes a legal conclusion.

Plaintiffs are left to their proofs.

102. Admitted that Plaintiffs make the requests identified in this paragraph, but denied as untrue that such relief is warranted.

WHEREFORE, Defendant Scales respectfully requests that this Court dismiss this count as frivolous, grant him actual attorney fees and sanctions, and grant such other relief as may be just and equitable.

Count II: Michigan Planning Enabling Act

Although not contained in Plaintiff's Complaint as a numbered paragraph, Defendant Scales incorporates by reference his responses in Paragraphs 1 through 102 above.

103. Neither admitted nor denied as the statutory language speaks for itself. Plaintiffs are left to their proofs.

104. Neither admitted nor denied as the statutory language speaks for itself. Plaintiffs are left to their proofs.

105. Admitted that Defendant Scales repeatedly participated in and voted in Planning Commission proceedings without disclosing conflicts of interest because no conflicts of interest existed. Denied as untrue all remaining allegations in this paragraph.

106. Denied for it is untrue.

107. Denied for it is untrue.

108. Denied for it is untrue.

WHEREFORE, Defendant Scales respectfully requests that this Court dismiss this count as frivolous, grant him actual attorney fees and sanctions, and grant such other relief as may be just and equitable.

Count III: Damages

Defendant Scales maintains that this is not a properly pled count or cause of action. WHEREFORE, Defendant Scales respectfully requests that this Court dismiss this count as frivolous, grant him actual attorney fees and sanctions, and grant such other relief as may be just and equitable.

Count IV: Injunctive Relief

Defendant Scales maintains that this is not a properly pled count or cause of action. WHEREFORE, Defendant Scales respectfully requests that this Court dismiss this count as frivolous, grant him actual attorney fees and sanctions, and grant such other relief as may be just and equitable.

Respectfully Submitted,

BAUER, FLORIP & WOJDA PLC

Dated: September 4, 2026

Matthew J. Wojda P72766
Attorney for Defendant

AFFIRMATIVE DEFENSES AND NEW MATTER

NOW COMES Defendant Steven Scales, through his attorneys, Bauer, Florip & Wojda PLC, and for his Affirmative Defenses in the above captioned matter, states as follows:

1. In addition to Defendant Scales not having violated any of the claims asserted in Plaintiffs' Complaint, Paragraphs 41-42, 51-57, 61-63, 72, 76-80, 84-85, 87-88, and 92 are directly aimed at non-parties rather than Defendant Scales and are, thus, irrelevant to the claims against Defendant Scales.
2. Plaintiffs are unable to satisfy all of the elements of the causes of action set forth in their complaint.
3. Plaintiffs' claims are unripe.
4. Plaintiffs have failed to exhaust their administrative remedies.
5. Plaintiffs' claims may be barred by governmental immunity.
6. Plaintiffs' claims may be barred by qualified immunity and/or any other form of immunity granted by law to Defendant.
7. Plaintiffs may lack standing to bring their claims.
8. Plaintiffs have failed to allege the factual claims with particularity.
9. Defendant may not be the real party in interest.
10. Plaintiffs may not be the real party in interest.
11. Plaintiffs have failed to name all necessary parties.
12. Plaintiffs have failed to state claims upon which relief may be granted.
13. Plaintiffs' claims may be barred by the applicable statute of limitations.

14. The damages claimed by Plaintiffs, which are not admitted, were caused in whole or in part by Plaintiffs.
15. Plaintiffs' alleged damages, if any, are speculative.
16. Plaintiffs' alleged damages, if any, may not be able to be redressed by these causes of action.
17. Plaintiffs' claims may be moot.
18. Defendant has not violated any Michigan or federal statute, administrative rule, proposition of law, or tariff, nor has Defendant violated any aspect of the common law.
19. This Court may lack subject matter jurisdiction over the claims made.
20. Plaintiffs' claims may be barred, in whole or in part, by the doctrines of laches, estoppel, and/or collateral estoppel.
21. Plaintiffs have failed to mitigate their claimed damages.
22. Plaintiffs' claims may be barred in whole or in part due to fraud on the part of the Plaintiffs.
23. Defendants assert the affirmative defenses of privilege and consent.
24. Plaintiffs' claims may be barred under the doctrine of illegality.
25. Plaintiffs may have waived the right to pursue the claim(s) that they are now asserting through its own actions and/or course of conduct.
26. Plaintiffs may have ratified the act(s) of Defendant.
27. Defendant operated in conformity with the Open Meetings Act, the Michigan Zoning Enabling Act, and all other state or municipal regulations.

28. Plaintiffs' alleged damages/injury, if any were actually suffered, may have been caused in whole or in part by third parties over whom Defendant has no control.

29. Defendant reserves all other affirmative defenses permitted pursuant to MCR 2.111(F), as amended.

30. Defendant reserves the right to add to or amend their Affirmative Defenses and New Matter up to, and through, the time of trial in this matter.

Respectfully submitted,

BAUER, FLORIP & WOJDA PLC

Dated: September 8, 2026



Matthew J. Wojda
Attorney for Defendants

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

JOHN H. MAXWELL, INDIVIDUALLY,

And

Case No. 26-11659-CZ

GREG MIELCZAREK, INDIVIDUALLY,

Plaintiffs,

v

STEVEN D. SCALES, INDIVIDUALLY,

Defendant.

Lawrence J. Acker P28123
Attorney for Plaintiffs
203 North Main Street, Ste. 3
Leland, MI 49654
and
PO Box 892
Traverse City, MI 49685
(231) 421-2392
L.Acker@ackerpc.com

Matthew J. Wojda P72766
Bauer, Florip & Wojda PLC
Attorneys for Defendant
109 E. Chisholm Street
Alpena, MI 49707
(989) 356-3444
mjwojda@bflawfirm.com

ANSWER AND AFFIRMATIVE DEFENSES AND NEW MATTER – EXHIBIT A



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF LEELANAU

LEE TROUTMAN CORY,

Plaintiff,

Case No. 26-11644-CZ

v.

Hon. CHARLES M. HAMLYN

CLINT MITCHELL,

Defendant.

Lawrence J. Acker (P28123)
THE ACKER LAW FIRM, PLLC
Attorney for Plaintiff
P.O. Box 892
Traverse City, MI 49685
(248) 229-1911
L.Acker@AckerPC.com

Daniel W. White (P27738)
Matthew J. Wojda (P72766)
BAUER, FLORIP & WOJDA PLC
Attorneys for Defendant
109 E. Chisholm St.
Alpena, MI 49707
(989) 356-3444
mjwojda@bflawfirm.com
dwwwhite@bflawfirm.com

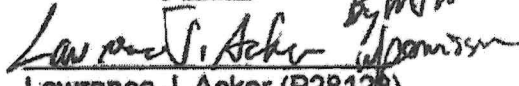
STIPULATION AND ORDER

The plaintiff, Lee Troutman Cory ("Plaintiff"), and the defendant, Clint Mitchell ("Defendant"), by and through their respective attorneys, hereby stipulate and agree as follows:

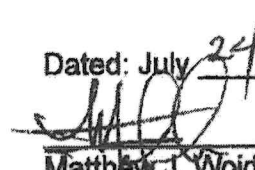
1. Plaintiff was appointed to the Leland Township Planning Commission on December 11, 2023. The appointment was set to expire in August 2026.
2. MCL 125.3815(2) provides, in relevant part, that "[m]embers of a planning commission other than ex officio members under subsection (5) shall be appointed for 3-year terms."

3. The statute provides for two exceptions, neither of which applies to Plaintiff's appointment.
4. Therefore, Plaintiff's initial appointment was made in violation of MCL 125.3815(2) because she was appointed for less than a three-year term and neither of the exceptions allowing a shorter term apply.
5. Thus, the parties stipulate to the entry of an Order confirming that the Plaintiff's original appointment indicating an end of term of August 2026 did not conform to MCL 125.3815(2), and Plaintiff's term shall expire on December 10, 2026—three years after her appointment to the Planning Commission—or such time thereafter as a successor is appointed.

Dated: July 24, 2026


Lawrence J. Acker (P28126)
THE ACKER LAW FIRM, PLLC
Attorney for Plaintiff

Dated: July 24, 2026


Matthew J. Wojda (P72766)
BAUER, FLORIP & WOJDA PLC
Attorney for Defendant

ORDER

PRESENT: HONORABLE CHARLES M. HAMLYN

The Court, having reviewed the stipulation of the parties, hereby orders that that the Plaintiff's term of service on the Leland Township Planning Commission shall expire on December 10, 2026 or at such time thereafter as a successor is appointed pursuant to MCL 125.3815(2). This resolves the last pending matter and closes the case. IT IS SO ORDERED.

Dated: July ____, 2026



07/24/2026
04:52PM

CHARLES M. HAMLYN, CIRCUIT COURT JUDGE, P74133

HON. CHARLES M. HAMLYN P74133
Circuit Court Judge