

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

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: In re : Chapter 9  
: :  
: CITY OF DETROIT, MICHIGAN, : Case No. 13-53846  
: :  
: Debtor. : Hon. Thomas J. Tucker  
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**STIPULATION BY AND BETWEEN THE CITY OF DETROIT, MICHIGAN  
AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS  
REGARDING CONTRACTS AND CLAIM**

The City of Detroit, Michigan (“City”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon”; and with the City, the “Parties”), file this *Stipulation by and Between the City of Detroit, Michigan and Cellco Partnership d/b/a Verizon Wireless Regarding Contracts and Claim*.

WHEREAS, the Parties stipulate that they were not parties to any prepetition contracts;

WHEREAS, the Parties did have month-to-month agreements represented by account numbers 78684880600001, 048612731000001, 078651808000001, 024201274400001, 078081650400001, 098524933600001, 058582505700003, 058582505700001, 098090818300001, and 058582505700002 (the “Prepetition Agreements”);

WHEREAS, the Parties are currently party to post-petition contract number 2881385 (the “Post-Petition Contract”);

WHEREAS, on December 27, 2013, Verizon filed claim number 411, asserting a prepetition unsecured claim in the amount of \$46,198.34 (the “Verizon Claim”);

WHEREAS, on October 22, 2014, the City filed its *Eighth Amended Plan of the Adjustment of Debts of the City of Detroit (October 22, 2014)* (the “Plan,” Doc. No. 8045);

WHEREAS, the Plan became effective on December 10, 2014 (the “Effective Date”);

WHEREAS, the Parties have been working toward a consensual resolution of all matters between them;

WHEREAS, capitalized terms not defined herein have the terms assigned to them in the Plan;

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. The Verizon Claim is allowed under the Plan as a Class 14 Other Unsecured Claim in the reduced amount of \$26,495.54; *provided, however*, that nothing in this stipulation is to be construed as a waiver of any of the City’s rights to assert and pursue any claims against Verizon, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of the Verizon Claim as a defense to such claims.

2. Pursuant to Article II.D.5 of the Plan, the Post-Petition Contract is unaffected by the confirmation of the Plan and remains valid and enforceable.

3. To the extent that any of the Prepetition Agreements may be deemed prepetition contracts between the Parties, the Prepetition Agreements are rejected as of the Effective Date, and Verizon waives any right to file a claim for damages arising from rejection of the Prepetition Agreements.

4. Other than the allowed Class 14 Other Unsecured Claim described in paragraph 1, Verizon has no further Claims of any kind against the City as of the Effective Date. The City’s claims agent is authorized to update the claims register accordingly.

5. Verizon has not transferred or assigned any Claims of any kind it has against the City.

6. Nothing in this stipulation is intended to or will revive, reinstate, or affirm any rights, remedies, claims, or defenses of either Party against the other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. This stipulation is not a modification of the Plan.

STIPULATED AND AGREED TO ON DECEMBER 18, 2015 BY:

By: /s/ Marc N. Swanson  
Jonathan S. Green (P33140)  
Marc N. Swanson (P71149)  
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ATTORNEYS FOR CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

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CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
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Debtor.	:	Hon. Thomas J. Tucker
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**ORDER APPROVING STIPULATION BY AND BETWEEN THE  
CITY OF DETROIT, MICHIGAN AND CELLCO PARTNERSHIP D/B/A  
VERIZON WIRELESS REGARDING CONTRACTS AND CLAIMS**

This matter having come before the Court on the *Stipulation by and Between the City of Detroit, Michigan and Cellco Partnership d/b/a Verizon Wireless Regarding Contracts and Claim*; the Court having reviewed the Stipulation<sup>1</sup> and being otherwise apprised of the matter; and there being good cause; NOW THEREFORE IT IS ORDERED THAT

1. The Stipulation is approved to the extent set forth in this Order.
2. The Verizon Claim is allowed under the Plan as a Class 14 Other Unsecured Claim in the reduced amount of \$26,495.54; *provided, however*, that that allowance of this claim is not a waiver of the City’s rights to assert and pursue any claims against Verizon, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of the Verizon Claim as a defense to such claims.
3. The Court finds that, by stipulation of the parties, that the Post-Petition Contract is a post-petition contract and thus, pursuant to Article II.D.5 of the Plan, it is unaffected by the confirmation of the Plan and remains a valid and enforceable contract between the parties.

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<sup>1</sup> Capitalized terms not defined in this Order have the meaning given to them in the Stipulation.

4. To the extent that the Prepetition Agreements may be deemed prepetition contracts, they are rejected as of the Effective Date, and Verizon waives any right to file a claim for damages arising from rejection of the Prepetition Agreements.

5. Other than the allowed Class 14 Other Unsecured Claim described in paragraph 2, Verizon has no further claims of any kind against the City as of the Effective Date. The City's claims agent is authorized to update the claims register accordingly.

6. No party may assert a claim against the City on the basis that it has been assigned a claim originally asserted by Verizon.

7. Neither the stipulation nor this Order revives, reinstates, or affirms any rights, remedies, claims, or defenses of the City or Verizon against each other that expired or were otherwise barred, satisfied, released, waived, or discharged as of, or upon the occurrence of, the Effective Date of the Plan. Neither the stipulation nor this Order modifies the Plan.