

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

BRIAN MCKINNEY, SR., an individual, and
GAYANGA CO LLC,
a Michigan limited liability company,

CASE NO.: _____

HON. _____

Plaintiffs,
vs.

CITY OF DETROIT OFFICE
OF INSPECTOR GENERAL, and
KAMAU C. MARABLE,
in his individual and official capacities,

Defendants.

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There is no other pending or resolved civil action between these
parties arising out of the transaction or occurrence alleged in this
Complaint.

VERIFIED COMPLAINT

This action arises from false and materially misleading public statements made by Defendants City of Detroit Office of Inspector General (the “OIG”) and Kamau C. Marable (collectively, “Defendants”) that portrayed Plaintiffs Brian McKinney, Sr. (“McKinney”) and Gayanga Co LLC (“Gayanga” or the “Company,” collectively, “Plaintiffs”) as responsible for widespread environmental contamination in the City of Detroit (the “City”) and resulted in the destruction of a Detroit-based, Black-owned demolition company and its owner. On September 11, 2025, Defendants officially announced that Plaintiffs were associated with contamination at over “80” percent of tested properties. The statements conveyed that Plaintiffs engaged in serious wrongdoing, including the use of unapproved and/or contaminated materials, and tied the alleged contamination to Plaintiffs’ work.

At the time these statements were made, Defendants possessed substantial exculpatory information, including that hundreds of Plaintiffs’ properties had already been tested and cleared, that contamination issues affected multiple contractors, and that Plaintiffs obtained backfill exclusively from City-approved sources. Defendants further knew that a City-approved supplier used by multiple contractors, not Plaintiffs, was the suspected source of contamination. Despite this knowledge, Defendants presented a limited subset of data in a manner that created the misleading impression that Plaintiffs were responsible for widespread contamination. Defendants made these statements without completing a full investigation, without testing relevant sources, and without providing Plaintiffs any meaningful opportunity to respond.

These statements were republished by City department heads and staff referencing the OIG statement in implementing suspensions/debarments; media coverage summarizing “33 of 41 (over 80%)”; and communications to contractors, lenders, bonding companies, and community stakeholders citing the OIG’s “investigation” and suspension. The remarkably flawed and hostile nature of the investigation, as well as the statements that followed the investigation, constitute

gross negligence on the part of Defendants, as they demonstrate a substantial lack of concern for whether Plaintiffs would be injured. As a direct and foreseeable result, Plaintiffs were suspended from doing business with the City for 180 days, subjected to lawsuits, lost contracts, suffered reputational harm, humiliation, public ridicule. The damage to Plaintiffs' business was catastrophic. Plaintiffs suffered the effective destruction of their operating business, including the loss of existing contracts, the inability to secure future work, the impairment of relationships with subcontractors, lenders, and bonding companies, and substantial harm to both corporate and personal reputation.

Through this lawsuit, Plaintiffs seek to hold Defendants accountable for their publication of false and misleading statements, restore their reputations, obtain declaratory and injunctive relief requiring retraction and correction of those statements, and recover damages for the destruction of Plaintiffs' business and resulting financial harm.

PARTIES, VENUE AND JURISDICTION

1. Plaintiff Brian McKinney, Sr. is an individual residing in Oakland County, Michigan, and is the owner and principal of Plaintiff Gayanga Co LLC.

2. Plaintiff Gayanga Co LLC is a demolition contractor organized under Michigan law and headquartered in the City of Detroit, Wayne County, Michigan.

3. Defendant City of Detroit Office of Inspector General is a municipal agency with its principal office located at 615 Griswold, Suite 1230, Detroit, Michigan 48226.

4. Defendant Kamau C. Marable is the Inspector General of the City of Detroit, employed by or acting on behalf of the OIG, and is sued in both his individual and official capacities.

5. Venue is proper in this Court because Defendants are located in Wayne County, the events giving rise to the claims occurred in Wayne County, and Plaintiff Gayanga Co LLC

conducts substantial business operations within the City of Detroit, Wayne County, Michigan. Jurisdiction is otherwise proper in this Court.

GENERAL ALLEGATIONS

September 11, 2025 and March 19, 2026 Publications

6. On or about September 11, 2025, Defendants issued a public written statement titled “Statement on the Interim Suspension of Gayanga, Co. LLC and Brian McKinney.” The written statement was published as an OIG public communication and is attached hereto as **Exhibit A**.

7. In that statement, Defendants asserted that the OIG had “initiated an investigation into [Plaintiffs]” regarding their alleged use of “contaminated dirt from a Northland Mall redevelopment in Southfield, Michigan to backfill residential properties in the City of Detroit.” (*Id.*)

8. The statement further asserted that the OIG “requested that the City of Detroit Construction and Demolition Department (CDD) conduct testing of the dirt used by Gayanga to backfill various sites across the City[,]” and “results showed that the dirt located at 33 of the 41 (over 80%) properties tested thus far failed to meet the state’s residential standards.” (*Id.*)

9. The thirty-three (33) properties identified as contaminated were compiled and provided to Defendants by the City’s Group Executive of Construction & Building Operations, LaJuan Counts, and include twelve (12) Tacoma properties backfilled from the City-owned Far West (Rouge Park) site, which was approved for use after its initial denial by AKT Peerless. **Exhibit B, Contaminated Properties List; Exhibit C, Messages Establishing Approval after Initial Denial.**

10. The statement further declared that Plaintiffs were suspended “from engaging in further business with the City[] [and] cannot be awarded additional contracts pending the finalization of the OIG’s investigation.” (Ex. A.)

11. On or about March 19, 2026, Defendants issued a public written statement titled “OIG Investigation into Gayanga Co. LLC Remains Ongoing; Expiration of Interim Suspension Required by Ordinance Limits.” The written statement was published as an OIG public communication and is attached hereto as **Exhibit D**.

12. In that statement, Defendants reiterated that “the OIG requested that the City of Detroit Construction and Demolition Department (CDD) conduct soil testing at properties where Gayanga performed backfill work,” and that “test results indicated that soil at 33 of the 41 properties tested—more than 80 percent—failed to meet the State of Michigan’s residential standards.” (*Id.*)

13. Contemporaneously, Defendants’ statements were disseminated to third parties including media outlets and City stakeholders.

14. The statements conveyed that Plaintiffs absolutely engaged in serious wrongdoing, including the use of unapproved and/or contaminated materials, and tied alleged contamination to Plaintiffs’ work.

15. At the time of the September 11, 2025 and March 19, 2026 publications, Defendants were aware that the 41 properties referenced in the statement constituted only a limited subset of a significantly larger testing universe associated with Plaintiffs’ work. Defendants knew that hundreds of additional properties connected to Plaintiffs had already been tested and cleared. Despite this knowledge, Defendants presented the “33 of 41 (over 80%)” figure without disclosing that the 41 properties were not representative of the full body of testing data available to Defendants. (Exs. A, D).

16. The “33 of 41 (over 80%)” framing was misleading because it relied on a non-representative, selectively identified subset of properties and presented that subset as indicative of Plaintiffs’ overall work. By isolating these 41 properties and omitting the broader testing results known to Defendants, the statement conveyed the false impression that approximately 80% of Plaintiffs’ backfill activity across the City failed to meet applicable standards, when Defendants knew that the full testing universe did not support that conclusion.

17. Foreseeable republications included, without limitation: City department heads and staff referencing the OIG statement in implementing suspensions/debarments; media coverage summarizing “33 of 41 (over 80%)”; and communications to contractors, lenders, bonding companies, and community stakeholders citing the OIG’s “investigation” and suspension.¹

18. The use of the phrases “over 80%” and “various sites across the City,” when combined with the omission of the broader testing context, conveyed that the referenced properties constituted the relevant universe of Plaintiffs’ work and that widespread contamination was attributable to Plaintiffs. This implication was false and inconsistent with the information known to Defendants at the time of publication.

Falsity, Testing Universe, Standards, and City Approval Process

19. The OIG’s September 11 statement linked alleged contamination to “contaminated dirt from a Northland Mall redevelopment in Southfield, Michigan,” yet on or around September 11, 2025, Northland Mall’s site owner, Contour Companies, explicitly stated in an article that Plaintiffs were never associated with that site. Northland Mall’s site owner’s statement is attached hereto as **Exhibit E**.

¹ Publication channels, dates/times, and specific outlets to be supplemented after discovery.

20. On July 22, 2024, Assistant Director of Field Operations for the CDD, Thomas P. Fett, provided Plaintiffs with a list of approved public backfill sources. (“Approved Sources”). Mr. Fett’s email is attached hereto as **Exhibit F**.

21. One Approved Source was Iron Horse – Childs Lake Road (“Iron Horse”), located at 3427 Childs Lake Road, Milford, Michigan. (*Id.*)

22. Plaintiffs used only Approved Sources that were identified by City officials as acceptable, including Iron Horse, and did not have an independent obligation to test City-approved materials.

23. After September 11, 2025, Ms. Counts informed Plaintiffs that the source of concern was Iron Horse.

24. Company records reflect that approximately 41 properties used Iron Horse material between March 2025 and July 2025, documented by City-required compliance forms and load tickets identifying the source at 3427 Childs Lake Road, Milford, Michigan 48481. Compliance forms and load tickets are attached hereto as **Exhibit G**.

25. In or about November 2025, Iron Horse was suspended by the City pending investigation into contamination issues, and on December 22, 2025, former Mayor Michael Edward Duggan publicly acknowledged that Iron Horse supplied soil to multiple contractors, that contamination affected multiple contractors using that supplier, and that the issue was not unique to Plaintiffs. Mayor Duggan’s statement is attached hereto as **Exhibit H**.

Actual Malice, Knowledge, and Fault

26. Prior to issuing the September 11, 2025 and March 19, 2026 statements, Defendants had received and reviewed testing results for approximately 309 properties associated with Plaintiffs’ work, which had been verified as meeting applicable standards. These results were known to and in the possession of Defendants before publication. Defendants nevertheless failed

to disclose these results and instead highlighted a limited subset in a manner that materially distorted the overall testing outcomes.

27. Mayor Duggan publicly stated that the City got reports of potential contamination from the OIG in the Summer of 2025 and began testing the Iron Horse soil through an environmental firm, Mannik & Smith, in September 2025, and the City found that Iron Horse “supplied 420 sites for four different contractors over basically one year and a half.” (*Id.*)

28. Mayor Duggan’s statements go on to say that “people have focused on Gayanga, but the fact is that the vast majority of the sites using the Iron Horse backfill were the other contractors.” (*Id.*)

29. Further, according to Mayor Duggan, the City has “tested 50 Iron Horse sites and 16 of them or 32 percent have tested above the regional background levels,” a “disturbing outcome.” (*Id.*)

30. Further, according to Duggan, that “disturbing outcome” is the reason the City brought in the environmental firm because the City was “suspicious that Iron Horse was not actually selling native soil and gravel.” (*Id.*)

31. Further, on December 2, 2025, the City’s team went to Iron Horse to test its soil and found a native pit which was expected, but also found that dirt was being trucked into the site, and when the team attempted to test the dirt being trucked in, Iron Horse refused to allow the City to conduct testing. (*Id.*)

32. Within the 16 Iron Horse-sourced properties, the load records reflect that 4 properties have direct Iron Horse source tickets: 11888 Glenfield, 12027 Chelsea, 4009 Pingree, and 5161 S Martindale. (Ex. G).

33. Moreover, regarding Gayanga, the City received a tip in June 2025 from the OIG that during the first half of 2024 Gayanga was not actually using City-approved sources, but was

back filling its sites with contamination from Northland Mall. Mayor Duggan, however, confirmed that the load tickets show that the Company's dirt came from Ashley Land Development, an approved City-source, not Northland Mall. (Ex. H).

34. According to Mayor Duggan, due to Gayanga's record-keeping, the City was able to confirm with Ashley Land Development that 309 of the 323 tickets submitted did in fact come from Ashley Land Development. (*Id.*)

35. The City tested five of the Ashley Land Development sites and confirmed that all of the tested sites came back as "pure." (*Id.*)

36. Regarding the 14 remaining sites, Mayor Duggan explained that a "trucker or somebody" (not Plaintiffs) used an Ashley Land Development ticket but used dirt from a contaminated site. (*Id.*)

37. Notably, during 2024, and particularly in the first half of the year, Plaintiffs did not perform in-house backfill trucking operations, with only one limited exception. The contemporaneous load records reflect that hauling for the relevant residential properties during this period was performed overwhelmingly by a third-party carrier, SV Express, which is repeatedly identified as the transporting carrier across the dataset. (**Exhibit I, 2024 Load Records**).

38. This information was readily available to Defendants and, standing alone, should have led them to contact and verify with SV Express prior to issuing the September 11, 2025 publication.

39. Importantly, according to Mayor Duggan, "in the great majority of the cases, 300 or so, in fact came from the Ashley Land Development pit and was done properly." (Ex. H).

40. Thus, Mayor Duggan "reported to the Inspector General that the idea that in the first half of 2024 large amounts of dirt came from other locations did not appear to be true." (*Id.*)

41. Defendants possessed and reviewed documents showing hundreds of cleared Plaintiffs properties and the limited and pre-identified nature of the “33” subset before publication, yet chose to highlight “33 of 41” without the exculpatory context.

42. Defendants also knew the “33 of 41” subset was not representative of the total testing universe and that four of those 33 properties were part of a previously identified and known subset.

43. Within the thirty-three (33) properties cited by Defendants as purportedly demonstrating contamination, at least four (4) properties are associated with Ashley Land Development load tickets, specifically: 3946 Lemay (1/5/2024), 3526 Beatrice (2/12/2024), 4563 Belvidere (4/4/2024), and 6760 Brimson (6/4/2024). (Ex. B).

44. Each of these properties fall within the first half of 2024, the same time period during which, as publicly confirmed by Mayor Duggan, the City verified approximately 309 properties associated with Plaintiffs as compliant and reported those results to the OIG prior to the September 11, 2025 publication. (Exs. B, H).

45. Defendants, therefore, knew that these properties were not part of a newly identified or independent contamination pattern, but instead fell within a previously reviewed and substantially verified dataset.

46. Further, records show that Plaintiffs did not perform the hauling of material for three (3) of these four properties. Those properties were transported exclusively by a third-party carrier, SV Express. (*Id.*)

47. Moreover, the properties included in the “33 of 41” subset do not arise from a single, uniform time period. (Ex. A).

48. The records reflect that the Tacoma properties, including those associated with the Far West source, stem from a period preceding 2024, while other properties cited by Defendants fall within the first half of 2024 and later periods. (Exs. B, G).

49. The dataset also includes at least one property dating back to 2018. (Ex. B).

50. These differing periods correspond to materially different operational practices, sources, actors, and conditions.

51. By aggregating these distinct and non-contemporaneous properties into a single “33 of 41 (over 80%)” figure, Defendants created the false and misleading impression of a unified and contemporaneous dataset reflecting a consistent pattern attributable to Plaintiffs. (Ex. A).

52. In fact, the underlying data reflects separate and non-comparable periods.

53. Despite this, Defendants included these properties within the “33 of 41 (over 80%)” statistic without distinguishing Plaintiffs’ role or verifying the transport chain associated with those properties. (Exs. A, D).

54. In contrast to prior investigative steps taken with Ashley Land Development—where Defendants verified source information directly with the supplier—Defendants did not contact or verify with SV Express before issuing the September 11, 2025 statement.

55. This failure to follow established verification protocols resulted in the inclusion of properties with unverified sourcing and third-party handling within the dataset used to publicly attribute contamination to Plaintiffs.

56. The inclusion of these properties, without verification and without disclosure of their overlap, with a previously cleared period, further rendered Defendants’ statements materially misleading and demonstrates Defendants’ reckless disregard for the truth.

57. In addition, Defendants were aware that approximately fourteen (14) properties associated with previously identified Ashley Land Development load tickets had been flagged as unverifiable during the earlier review process. (Ex. H).

58. Defendants further knew a City-approved supplier used by multiple contractors—not Plaintiffs—was suspected as the source, yet presented the data to imply Plaintiffs’ absolute responsibility for widespread contamination. Thus, at the time of publication, Defendants knew that approximately 309 properties associated with Plaintiffs had already been tested and cleared. (*Id.*)

59. Defendants issued their statements without completing a full investigation, without testing relevant sources, and without providing Plaintiffs with a meaningful opportunity to respond, deviating from fair and thorough investigative practice.

60. Defendants further deviated from prior verification practices utilized in earlier phases of the investigation, which included confirming source information with approved suppliers (i.e., Ashley Land Development) before drawing conclusions regarding contamination.

61. Despite having followed such verification protocols previously, Defendants did not undertake comparable steps prior to issuing the September 11, 2025 statement, and instead published conclusions without confirming the underlying source data, which came from City-approved sources. (Ex. A).

62. Defendants admitted on November 18, 2025, that the demolition process relies on self-reporting and lacks integrity, yet attributed contamination to Plaintiffs without confirming the true source. Defendants’ admission is attached hereto as **Exhibit J**, p. 57.²

² This transcript is also available online at <https://www.documentcloud.org/documents/26286539-pdf-transcript-detroit-city-council-special-session-11182025/>.

63. Defendants omitted material context necessary to accurately interpret the testing results, including that (a) hundreds of Plaintiffs' properties had already been tested and cleared, (b) such results had been verified and communicated prior to publication, and (c) a portion of the cited properties overlapped with a previously identified subset. The omission of this information rendered Defendants' statements materially misleading.

Selective Enforcement and Comparators

64. Plaintiffs were singled out for immediate suspension, debarment, and public accusation, while other contractors were not.

65. For example, Adamo and SC Environmental remained active and unsuspended, and SC Environmental later performed the majority of backfill replacement work on Gayanga's sites using the same Iron Horse sourced materials.

66. Further, prior to issuing the suspension, the OIG contacted and verified Ashley Land Development.

67. However, it does not appear that OIG contacted Iron Horse (the largest source group), Major Contracting (primary Far West carrier), SV Express, or any other primary carrier.

68. Further, the records underlying the Defendants' own dataset reflect that twelve (12) of the cited properties were backfilled using material sourced from the City of Detroit's Far West location at Rouge Park, a City-owned site. (Exs. B, G).

69. That source was initially denied for use by the City's designated backfill manager, AKT Peerless; approval only followed intervention by Ms. Counts. (Ex. C).

70. Within this Far West subset, Plaintiffs' involvement as a trucking entity was minimal.

71. At nine (9) of the twelve (12) properties, Plaintiffs performed no more than a single load of approximately 15 cubic yards per property. (Exs. B, G).

72. The remaining three (3) properties were hauled exclusively by third-party carriers operating under the direction of Major Contracting, the City's contractor responsible for the Far West site. (*Id.*)

73. Despite the City possessing load-level records identifying Major Contracting and other carriers as the primary haulers, Defendants did not contact or verify with Major Contracting or any identified trucking entity before issuing the September 11, 2025 public statement. (Ex. G).

74. Ashley Land Development (the only verified source) was found to be in compliance, while the remaining dataset was not subject to the same verification process prior to the OIG's public statement and suspension of Plaintiffs. (Ex. H).

75. Moreover, Defendants misrepresented to the Detroit City Council that there have been no prior suspensions that did not lead to debarment. In fact, other entities have previously been suspended and not debarred. (*Id.*)³

Suspension, Extensions, Lack of Findings, and Damages

76. Defendants initially suspended Plaintiffs for 90 days, then imposed three additional 30-day extensions totaling 180 days but produced no findings establishing wrongdoing by Plaintiffs. (Ex. D).

77. As a direct result of Defendants' statements, Plaintiffs lost contracts and business opportunities, faced lawsuits, were unable to pay subcontractors, suffered reputational harm, humiliation, public ridicule, and were forced to cease operations.

³ This information comes from a City Council Meeting around the 44-minute mark. See *Detroit City Council Special Session 11-18-2025*, City of Detroit (<http://detroit-vod.cablecast.tv/internetchannel/show/14742?site=1>) (last accessed May 5, 2026).

COUNT I: DEFAMATION

(Libel and Slander)

78. Plaintiffs incorporate each other paragraph of this pleading as if fully set forth herein.

79. Defendants published false and misleading statements to third parties concerning both the Company and McKinney, including assertions tying Plaintiffs to contaminated Northland Mall dirt, claiming “33 of 41 (over 80%)” failures as representative, and announcing suspension and debarment premised on that characterization. (Ex. A).

80. The statements were false and defamatory because they omitted known exculpatory facts, mischaracterized the testing universe, and conveyed that Plaintiffs used unapproved or contaminated materials when Plaintiffs used only City-approved sources. (*Id.*)

81. Defendants acted with actual malice and reckless disregard for the truth by publishing the September 11, 2025 and March 19, 2026 statements despite possessing information demonstrating that the cited data was incomplete, non-representative, and materially misleading. (Exs. A, D).

82. Defendants knowingly omitted exculpatory information, including the results of hundreds of cleared properties, and chose to highlight a limited subset in a manner that created a false impression of widespread wrongdoing. (*Id.*)

83. Defendants further acted with reckless disregard for the truth by failing to follow prior verification protocols, failing to confirm source data, and issuing public accusations before completing a fair and thorough investigation.

84. Due to Defendants’ actual malice and reckless disregard for the truth, Defendants are not entitled to governmental immunity, and any applicable privilege is defeated. Defendants’

actions constitute gross negligence, as they demonstrate a substantial lack of concern for whether Plaintiffs would be injured.

85. The statements constitute defamation per se because they impute criminal, unethical, and/or unprofessional conduct injurious to Plaintiffs’ business and profession.

86. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered presumed and actual damages, including lost contracts, lost income, reputational harm, humiliation, public ridicule, litigation-related harm, and consequential damages, in an amount greater than \$25,000 to be proven at trial.

COUNT II: DEFAMATION BY IMPLICATION

87. Plaintiffs incorporate each other paragraph of this pleading as if fully set forth herein.

88. Through selective presentation and omission—highlighting “33 of 41 (over 80%)” and invoking Northland Mall—Defendants conveyed the materially false implication that Plaintiffs engaged in misconduct and were responsible for widespread contamination. (Ex. A).

89. Defendants intended or knew that the implications were false and acted with actual malice and reckless disregard for the truth by publishing the September 11, 2025 and March 19, 2026 statements despite possessing information demonstrating that the cited data was incomplete, non-representative, and materially misleading, knowingly omitted exculpatory information, including the results of hundreds of cleared properties, and chose to highlight a limited subset in a manner that created a false impression of widespread wrongdoing. (Exs. A, D, H).

90. Defendants further acted with reckless disregard for the truth by failing to follow prior verification protocols, failing to confirm source data, and issuing public accusations before completing a fair and thorough investigation.

91. Due to Defendants' actual malice and reckless disregard for the truth, Defendants are not entitled to governmental immunity, and any applicable privilege is defeated. Defendants' actions constitute gross negligence, as they demonstrate a substantial lack of concern for whether Plaintiffs would be injured.

92. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered presumed and actual damages, including lost contracts, lost income, reputational harm, humiliation, public ridicule, litigation-related harm, and consequential damages, in an amount greater than \$25,000 to be proven at trial.

COUNT III: FALSE LIGHT

(In the Alternative)

93. Plaintiffs incorporate each other paragraph of this pleading as if fully set forth herein.

94. Defendants publicized statements and implications placing Plaintiffs in a false light that would be highly offensive to a reasonable person, suggesting they used unapproved/contaminated materials and caused widespread contamination, when Defendants knew or recklessly disregarded that Plaintiffs used only City-approved sources and that hundreds of their properties had been cleared. (Exs. A, D, H).

95. Due to Defendants' actual malice and reckless disregard for the truth, Defendants are not entitled to governmental immunity, and any applicable privilege is defeated. Defendants' actions constitute gross negligence, as they demonstrate a substantial lack of concern for whether Plaintiffs would be injured.

96. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered presumed and actual damages, including lost contracts, lost income, reputational harm, humiliation, public ridicule, litigation-related harm, and consequential damages, in an amount greater than \$25,000 to be proven at trial.

COUNT IV: TORTIOUS INTERFERENCE
WITH BUSINESS RELATIONSHIP OR EXPECTANCY

97. Plaintiffs incorporate each other paragraph of this pleading as if fully set forth herein.

98. Plaintiffs had valid and ongoing business relationships and expectancies, including contracts and prospective economic relationships with the City and third parties for demolition work, construction management, and related services.

99. Defendants knew of these business relationships and expectancies, including Plaintiffs' ongoing work within the City's demolition program and subcontractors.

100. Defendants intentionally and improperly interfered by publishing the September 11 statements, prompting suspensions, debarment, extensions, and foreseeable republications that disrupted Plaintiffs' contracts and opportunities. (Ex. A).

101. Defendants' conduct was improper and without justification, as it was based on false and misleading statements made with actual malice, including the knowing omission of material exculpatory facts and reckless disregard for the truth. (Ex. H).

102. Defendants' actions caused third parties, including the City of Detroit and subcontractors, to terminate and/or refrain from entering into business relationships with Plaintiffs. (Exs. A, D).

103. Due to Defendants' actual malice and reckless disregard for the truth, Defendants are not entitled to governmental immunity, and any applicable privilege is defeated. Defendants' actions constitute gross negligence, as they demonstrate a substantial lack of concern for whether Plaintiffs would be injured.

104. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered presumed and actual damages, including lost contracts, lost income, reputational harm,

humiliation, public ridicule, litigation-related harm, and consequential damages, in an amount greater than \$25,000 to be proven at trial.

COUNT V: DECLARATORY AND INJUNCTIVE RELIEF

105. Plaintiffs incorporate each other paragraph of this pleading as if fully set forth herein.

106. Pursuant to MCR 2.605, this Court is authorized to declare the legal rights and duties under the agreements and governing law.

107. An actual controversy exists between Plaintiffs and Defendants regarding the truthfulness and accuracy of Defendants' public statements concerning Plaintiffs.

108. Defendants' statements, as alleged herein, are false and misleading and have caused, and continue to cause, substantial harm to Plaintiffs' reputation and business.

109. Plaintiffs have no adequate remedy at law because Defendants' September 11 statements and their republications continue to cause ongoing reputational and business harm that money damages alone cannot remedy.

110. Plaintiffs thus seek: (1) a declaration that the September 11, 2025 statements and implications were false and defamatory; (2) a permanent injunction requiring Defendants to remove, retract, and correct the statements with equivalent prominence; (3) orders requiring Defendants to conform to ministerial policies governing approvals, testing communications, and publication accuracy; and (4) other equitable relief necessary to prevent ongoing harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter a judgment in their favor and against Defendants, and award:

- a) Compensatory damages for economic losses, including lost contracts, lost profits, increased costs, reputational harm, and litigation-related damages, in amounts

to be proven at trial;

- b) Presumed damages and per se damages;
- c) Punitive and exemplary damages as permitted by law;
- d) Declaratory relief that the September 11, 2025 and March 19, 2026 statements and implications are false and defamatory and that Defendants abused any privilege;
- e) Injunctive relief requiring removal, retraction, and corrective statements with equivalent prominence, and mandating adherence to ministerial/approval policies and publication accuracy;
- f) Pre- and post-judgment interest;
- g) Costs and reasonable attorney fees; and
- h) Such other and further equitable relief that this Court deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Dated: May 6, 2026

Respectfully submitted,
DICKINSON WRIGHT PLLC

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VERIFICATION

I, Brian McKinney, Sr., declare under the penalties of perjury that this Verified Complaint has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

DocuSigned by:

2F4CEE3FAD3B41 Brian McKinney, Sr.

Dated: May 6, 2026