

Dear Board of Trustees,

Nov. 24, 2025

At the last Board of Trustee meeting, on November 12<sup>th</sup>, I presented an agenda item N.5 “Approval of Claim for Payment for Attorney fees related to Case #2024-24Ff3-0828-FY” with supporting resolutions and a report for reimbursements of legal fee expenditures. Trustee Rieser presented a motion to approve the legal fees, which did not garner a second, hence failing. It was stated by Clerk Flintoft and Trustee Knol, that I was told to speak to my attorneys about the legal fees. I do not remember this request and it was not in any motion or resolution that I could find.

However, I did find a May 13, 2025 resolution #2025-18 “Review of Attorney Fee Invoices”, which was passed (6-0). Since then, all invoices have been submitted. met all requirements and were approved by Township Attorney Mariah Fink.

Another resolution from May 13, 2025 #2025-20 “Resolution Regarding Costs of Attorney Services”, this passed (7-0). It states that any payment for attorney services incurred on or after July 1, 2025 in the representation of Jillian Kerry in Case #2024-24F3-0828-FY State of Michigan v Kerry, will be paid for one law firm only. This requirement has been met, with all invoices provided by Dykema Gossett PLLC.

Every agenda item for a resolution for reimbursement of fees included the original ordinance language which was in place at the time of the alleged offence - Sec. 2-42, Scio Township Ordinance, “Whenever a criminal action is commenced against a past or present officer or past or present employee of the township based upon the conduct of the officer or employee in the course of employment, if the employee or officer had a reasonable bases for believing that he was acting within the scope of his authority at the time of the alleged conduct, the township **shall pay for**, engage, or furnish the services of an attorney to advise the officer or employee as to the action and to appear for and represent the officer or employee in the action.”

The key words of the ordinance are "Whenever a criminal action *is commenced* . . . , the township **shall pay for**, engage, or furnish the services of an attorney . . .”, again, Sec. 2-42, Scio Township Ordinance. The mandatory nature of the Township’s obligation to pay for my defense was triggered by the commencement of the criminal action, which occurred well before the Township changed its ordinance from “shall” to “may.” The Township can’t retroactively eliminate its legal duty to me, which I’ve relied on, by invoking a later ordinance after my rights were vested. The contract clauses of both the U.S. and Michigan constitutions prohibit local governments from passing laws that impair their obligations under existing contracts. See U.S. Const. art. I, § 10, cl. 1; Mich. Const. art. I, § 10. Once my right to a defense was triggered, that right vested and became an implied contractual obligation of the Township. A later amendment of its ordinance attempting to remove or impair this right would violate the contract clause as well as the due process clauses of both the Michigan and U.S. Constitutions. See Mich. Const. art. I, §§ 10 and 17; U.S. Const. art. I, § 10, cl. 1, amend. V, and amend. XIV, § 1; *LaFontaine Saline, Inc. v. Chrysler Grp., LLC*, 852 N.W.2d 78, 85-86 (Mich. 2014); *In re Certified Questions from the U.S. Court of Appeals for the Sixth Cir.*, 331 N.W.2d 456, 463 (Mich. 1982).

I simply will not continue to fight the board over the Township’s clear legal obligations to me while at the same time preparing for my upcoming criminal trial, which even the Township has

acknowledged arose from charges based on conduct in the course of my employment for which I had a reasonable basis for believing I was acting within the scope of my authority. *See* Township Board Resolution #2024-26 (October 22, 2024).

My attorney fees were last approved and paid in May of 2025 bringing the payment of invoices up to date through April. My attorney fees have not been paid since and the Township is behind for the months of May, June, July, August, September, and soon to be October 2025, invoices. This is more than 6 months without payment, most contractors would have charge substantial late fees. So far, Dykema has been extremely generous to Scio Township by not charging late fees.

I, and my attorneys, have fulfilled the requirements presented through the resolutions. The Township Board now must fulfill its legal obligations. I sincerely hope the Township isn't now inviting me to file a lawsuit to enforce its legal obligations, which would only result in the Township incurring my legal fees for that action as well, since I would be the prevailing party in the face of a frivolous defense.

Besides violating its own laws and incurring additional attorney's fees to enforce my rights, think how bad it would look for the Township to abandon its legal duties to its own elected supervisor just when her criminal case is heading for trial? What individual or entity would want to do business with a Township that didn't honor its legal and contractual obligations? In the Flint Water case, the state paid for the criminal defense of former state health director Nick Lyon and former governor Rick Snyder, both of which were well over \$3 million. Eleven other state employees incurred more than \$1 million each in defense costs in Flint Water, on the public's dime, including former health department employee Robert Scott and former environmental department employees Dan Wyant, Brad Wurfel, Stephen Busch, Liane Shekter Smith, Patrick Cook, Adam Rosenthal, and Michael Prysby. All of these expenses were honored by the State under its *discretionary* fee reimbursement statute, MCL 691.1408, which the Scio Township Ordinance 2-42 is based upon, unlike the Scio Township's *mandatory* ordinance that existed when my rights vested. And, unlike my case, *none* of those cases went to trial; you can rest assured that my case certainly won't be anywhere close to a \$1 million defense through trial.

Just to be clear, my attorneys have spent many, many hours without charge. I have also spent many, many hours researching on my own and providing it to the attorneys to save the Township money.

With that said, if the concern is over my defense attorney's rates, please tell me the rate the Township considers reasonable for a white-collar defense involving complex computer forensics issues? In that regard, please don't quote rates for attorneys who defend such things as street-level crimes or drunk driving, as those are entirely different subject areas. If you wish, my attorneys are well acquainted with the top white collar defense attorneys in Washtenaw County and can provide you an assessment of appropriate rates in this locality. We can discuss new rates moving forward to ensure my 6<sup>th</sup> amendment right to affective counsel is upheld.

Sincerely,

Jillian M. Kerry  
Scio Twp. Supervisor