

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

	X	
	:	
In re	:	Chapter 9
	:	
CITY OF DETROIT, MICHIGAN,	:	Case No. 13-53846
	:	
Debtor.	:	Hon. Thomas J. Tucker
	X	

**STIPULATION BY AND BETWEEN THE CITY OF DETROIT, MICHIGAN AND
STAPLES, INC. RESOLVING CLAIM NUMBER 4**

The City of Detroit, Michigan (“City”) and Staples, Inc. (“Staples”; and collectively with the City, the “Parties”) stipulate and agree as follows:

WHEREAS, on July 25, 2013, Staples, by letter to David Heiman, asserted a reclamation claim in the amount of \$6,885.89 (“Reclamation Claim”);

WHEREAS, on August 1, 2013, Staples filed its proof of claim number 4 in the amount of \$10,740.52 (“Claim 4”; and with the Reclamation Claim, the “Staples Claims”), which amount includes the amount of the Reclamation 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, Staples acknowledges having received payments from the City reducing the Staples Claims to a total of \$5,998.77;

WHEREAS, Staples and the City have conferred and reached agreement regarding the Claims;

WHEREAS, capitalized terms not otherwise defined in this stipulation have the meanings given to them in the Plan;

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

1. Claim 4 is allowed as a convenience class claim in the amount of \$5,998.77; *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 Staples, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of Claim 4 as a defense to such claims.

2. Other than Claim 4, Staples has no further Claims of any kind against the City as of the Effective Date. The City's claim's agent is authorized to update the claims register accordingly.

3. Staples has not transferred or assigned any Claims of any kind it has against the City.

4. 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.

**SO STIPULATED,
APPROVED AS TO FORM AND CONTENT:**

May 5, 2015

For the City of Detroit, Michigan By Miller, Canfield, Paddock & Stone, PLC By: <u>/s/ Ronald A. Spinner</u> Ronald A. Spinner (P73159) 150 West Jefferson, Suite 2500 Detroit, MI 48226 (313) 496-7829 spinner@millercanfield.com	For Staples, Inc. By Daneen Kastanek By: <u>/s/ Daneen Kastanek</u> Daneen Kastanek 300 Arbor Lake Drive Columbia, SC 29223 (800) 333-8752 Daneen.Kastanek@Staples.com
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**[PROPOSED] ORDER APPROVING STIPULATION BY AND BETWEEN
THE CITY OF DETROIT, MICHIGAN AND
STAPLES, INC. RESOLVING CLAIM NUMBER 4**

This matter having come before the Court on the *Stipulation by and Between the City of Detroit, Michigan and Staples, Inc. Resolving Claim Number 4*, the Court having reviewed the stipulation 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. Claim number 4 is allowed as a convenience class claim in the amount of \$5,998.77; *provided, however*, that allowance of this claim is not a waiver of the City’s rights to assert and pursue any claims against Staples, including, without limitation, claims under chapter 5 of the Bankruptcy Code, and to challenge the assertion of Claim 4 as a defense to such claims.
3. Other than claim number 4, Staples has no further claims of any kind against the City of Detroit (“City”) as of December 10, 2014. The City’s claim’s agent is authorized to update the claims register accordingly.
4. No party may assert a claim against the City on the basis that it has been assigned a claim originally asserted by Staples.

5. Neither the stipulation nor this Order revives, reinstates, or affirms any rights, remedies, claims, or defenses of the City or Staples 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.