

Hal Wolfe  
2045 McKinley, Ypsilanti, MI 48197

April 24, 2019

To: Robert Kendrick  
Braun Kendrick Attorneys at Law  
4301 Fashion Square Blvd.  
Saginaw, MI 48603

Re: Invoice 00267572 – services of Mike Kitna

Dear Mr. Kendrick,

I received legal support from Mr. Mike Kitna of your firm for a Trust dispute that I had with my family in late 2016 and early 2017 after the death of my Mother in the fall of 2016. The family estate was being managed by my brother Christopher Wolfe, who was represented by Joe Weiler of Chalgian & Tripp of Midland.

I am sorry to report that I was not pleased with much of the service I received from Mr. Kitna, including the following issues:

**1) Summerhouse gift agreement:** I personally wrote out a “summerhouse gift agreement” that my mother signed to help insure I would not have to pay a contested (and potentially inflated) sum for a small unheated “cottage type” building that I had maintained and improved for decades. The agreement contained a dubious phrase I used indicating I could “use the summerhouse for as long as I want” which was misinterpreted to mean I could potentially have a lean on the property even if it was sold outside the family. This was apparently the interpretation from Joe Weiler, and Mike agreed that it could be used for such a legal maneuver. I told him clearly that was NOT my intention, but he did not agree to alleviate or clarify that clause. Even years after the Trust has been settled, the inference that I might actually try to “steal” one of the contested Lake Charlevoix properties still lingers with family members to my detriment.

**2) Property research:** I did a lot of research on similar properties in the Lake Charlevoix area. For reasons unclear, Mike conducted his own research. I didn’t feel that was necessary or added any value to my case.

**3) Conflicting advice on offers:** An offer of \$517,000 was made for the property. Mike had indicated that he felt I should accept that offer. My data indicated that price was high, and the data that Mike and I agree to also indicated that it was high. I then told Mike that I would negotiate on my own. He protested, but I wanted to show some good faith with various family members. I negotiated an offer of \$500,000 from my brother Chris, which I accepted. Mike tried to tell me that he had somehow been involved in this offer with conversations with Joe Weiler that I had not authorized, and he subsequently

told me that he thought could have had a better offer had I not gone on my own. I understand that he was defending the value of his services, but I was not pleased with the notion that I was told to accept a higher offer than I ultimately negotiated, and then to have Mike turn around and try to indicate I could have done better had I stuck with him. It seemed to me that he was communicating with Joe Weiler without my consent, and I was not pleased with that.

**The final invoice:** So far as I recall, I never got an itemized time sheet for the work Mike performed. When the Trust negotiation for the contested property was resolved based on my own negotiation and data, I had already paid Mike \$4000, and at that time I received a final invoice for \$2000 more. Based on the issues I had and the conflicting input from Mike that was NOT helpful, I was not willing to pay money for work that did not support my cause, and communications with the attorney of my brother that were not in keeping with my interests. In short, I was upset, and I don't feel it appropriate to pay the amount of final invoice. If Braun Kendrick continues to pursue payment of this invoice, I will feel compelled to contest making the payment. I hope the matter can simply be left to lie at this point, more than 2 years since the painful resolution to the matter. That is my hope. Please feel free to contact me with any comments or questions on the matter. Sincerely,

Hal Wolfe  
e-mail: [runlikehal@yahoo.com](mailto:runlikehal@yahoo.com)