

Summary of Chris & Cynthia's Actions (as Trustees for the Wolfe family)

April 2007 – Chris influences his father to replace Hal as Trustee with himself.

Apr. 2012 – Chris attempts to influence his father to have Hal demoted by adding Cynthia as co-Trustee. (He fails, but Cynthia is added as a 3rd Trustee below Hal, leaving Hal in between the two – not good.)

Aug. 21, 2013 - *Richard dies suddenly* of an apparent heart attack.

Oct. 2015 – Hal and Ellen orchestrate a lot line shift on the Charlevoix property. *Chris is incensed.*

Nov. 2015 – **Chris makes big changes to both Trusts:** Cynthia is elevated to co-trustee exactly as Chris had previously favored, and Joel and Susan are added as 2nd Trustees. Joel had never been considered as a Trustee for a reason – he made both of his parents miserable. Chris now claims to have 4 loyal Trustees he can use to outvote Alan, Anne and Hal. (Chris freely admitted this to Hal just after Ellen died.)

Winter 2016 (?) – **Cynthia removes mom from her office & redoes the entire filing system** by herself.

April 2016 – Ellen offers to give Hal the Charlevoix lots. He refuses but **Hal drafts an amendment to the Trust to allow him to oversee the disposition of this property.** (A valuation formula is derived.)

April 2016 – Hal submits the proposed Trust amendment to “family lawyer” Joe Weiler who without speaking to Ellen or Hal sends a copy to Chris. He calls his mother the next day and tells her that, **“Mom, if you sign that agreement with Hal, I will destroy your family.”** Ellen declines to go forward and on hearing about the anger Chris holds, Hal backs off on trying to regain any control over the Trust.

May 2016 – Chris tightens his grip - **further changes are made to the Trust that would prevent Ellen from making any changes without Chris's permission.**

July 2016 – Hal hears via Anne that Chris feels that the summerhouse has “special value”. Worried Chris use this to jack up the price, Hal asks his mother to give him the value of the Charlevoix summerhouse. (Hal had made substantial improvements to the building over many years, so much of its value was his.)

July 2016 – Joe Weiler refuses to witness the signing of this document (so it is taken to Chemical Bank) and 5 days later Joe visits Ellen at home to try to convince her to rescind the agreement. She refuses. Joe and Chris continue to work on getting this rescinded until mom dies.)

Summer 2016 – Cynthia writes e-mail note to family (& Joe W.) stating that **Hal “put family members future healthcare in jeopardy”** by altering the Charlevoix lot line as was done. Hal replies that she is ill-informed and she should hire a lawyer before making any further rash statements. She does and it is discovered that the lot line shift had actually never been completed, and it was no longer in force – it had reverted back to the original line between the two properties. (This is discovered just before Ellen dies.)

Summer 2016 – **Chris convinces Anne to raid mom's mail** and remove any Charitable Donation inquiries from her mail before she can see them. Anne does this for a time, but feels badly and stops.

Aug. 2016 – **Chris convinces Anne to extract Ellen's checkbook from her.** Anne cooperates and sends it to Chris. Mom becomes increasingly upset. She asks for it back and to avoid conflict uses the excuse that she wants the hand made cover Alan created. Chris calls her bluff and sends back only the cover.

Fall 2016 – Ellen is upset about losing her checkbook and asks Hal for support. Hal agrees to meet with Chris during a visit for her 92 birthday. **Hal is not invited to the reunion weekend organized by Chris**

since (per Anne) Joel claims he won't attend if Hal is there. Hal decides not to attend as he gets to see his mother much more than Joel since Joel had largely broken off communication with her a few years back.

Oct 13, 2016 – Ellen has a conference with Joe Weiler. I was told by Anne that she was requested to give up all control of her estate. She refused. Joe's notes indicate that he is still trying to figure out a means to rescind the Summerhouse Gift Agreement that rankled he and Chris so thoroughly.

Oct. 17, 2016 – *Ellen dies of heart failure* 1 day before Chris and Hal and Ellen were to discuss her getting access to her checkbook, and also the failed Charlevoix property Trust Amendment. Chris, Alan and Anne were all present. Anne realized something was wrong with her mother, so she went and woke up Chris. Chris looked in the bedroom, states something like, "she looks tired. We'll check on her in the morning", and went back to bed. No vitals were checked. A few minutes later Anne got Chris again. This time he proceeded to grill his mother with mental acuity questions, which she answered. Only after Alan broke into tears did Chris consent to calling 911. And then when they arrived and found an erratic heartbeat, **Chris, with no proof of any DNR, convinced the EMTs not to provide defibrillator treatment as they intended, and forced his mother to die while his brother and sister watched.**

Oct. 21, 2016 – a tense 2 hour discussion of family matters transpires in Ellen's condo. **Chris emphatically states that the Charlevoix property will "be sold by the book"** – meaning exactly as dictated by the Trust, which gave Hal 120 days from the date of Ellen's death to execute a purchase of the property. **Chris also states that mom's car will be sold and the money split up.** Chris had difficulty in getting appropriate valuations, and with the help of a lawyer Hal hires, the 120 day deadline is extended.

March 2017 – **Chris gives mom's car to Lena & Adam** who give / sell it to a friend. (Value ~\$2,000.)

April 20, 2017 – a sale of the Charlevoix property is agreed to for \$500K. (Hal's extremely detailed valuation with a 5% discount and his Trust share both stood at \$475K. Chris refuses to honor the discount his mother had agreed to (in the Trust Amendment Chris had stopped), and also distributes ~\$70K of Mom's 401K to Hal, so Hal is forced to borrow \$100K from Alan to complete the sale.)

Summer 2017: Chris has Anne help show mom's condo to buyers. **Chris tells Anne NOT to mention the risk of any carpenter ants that Alan had found** and tried to work on a bit.

Summer 2017 (?) – Cynthia is not happy with the state of Anne's condo after a visit in which she stayed there (which she never did again.) She convinces Anne to get new flooring. Anne wants cork, but Cynthia wants vinyl. Vinyl is selected. **Cynthia forces Anne to pay for the flooring with funds from her own 401K account**, which effectively guts it. This is said to be done for Anne's benefit with respect to Medicaid benefits Anne receives. (Exactly how this was of any benefit to Anne is still a mystery.)

2017 – 2021: no records of Trust value or expenses are shared with the family as the Trust requires.

Dec. 2020 – Hal and Anne begin looking for a new car for Anne. Her old one has many problems.

Jan. 2021 – **Cynthia purchases a Ford EcoSport for Anne from Midland Ford** (via S. Dakota – one like it Hal found in Ypsilanti for \$3K less was not acceptable to Cynthia because she didn't like the dealer.

Sept. 2021 – Anne is aggravated about the lack of communication regarding the Trust value. Cynthia provided 1095 dividend income statement, and nothing else. Anne asks for a simple balance sheet. **Cynthia blows up at Anne and publicly slams her claiming that Anne is being disrespectful of her.**

Oct. 2021 – Chris celebrates his 70th birthday in Detroit with his entire family, also inviting Joel and cousin Claudia. **Anne is excluded from the gathering** after the e-mail flare up from Cynthia. (So is Hal, but that was expected.) On hearing this, Hal decides to file a lawsuit to request the Trustees be removed.

Dec. 12, 2021 – **Hal files a lawsuit with the Probate Court in Midland** seeking to remove Chris and Cynthia as Trustees from Anne’s Special Needs Trust.

Jan. 2022 – hand written financial records for the Trust are finally provided by Cynthia. Hal transcribes them all into Excel and itemizes the return of the Trust investments, and the annual spending levels.

2022 – a number of lawyers only hearings are conducted. No statement of expense to Anne’s Trust is provided, but it is made clear by Chris that the expense’s being generated by Joe Weiler are substantial.

Aug. 2, 2022 – Trust financial reports for 2017 – 2021 are finally generated by the Trustees. This is largely duplicate to what was already completed by Hal based on the data Cynthia provided. These are reviewed by the Court and accepted. NOTE: the expense of creating the duplicate reports is not known, and the value of such work is dubious at best, but clearly the optics of providing the Court with reports prepared by Hal was not acceptable to Chris when his authority was being challenged by Hal, so he authorized the work be redone. (The same exact thing happened with our parents Trust – a mess of data was again provided, Hal work laboriously to log it and generate a report, and then Chris paid to have it redone by a professional accounting firm at significant expense to the Trust.)

Sept. 22, 2022 – a mediation session was held (by Court order) in Bay City. A “mini-Trust” of \$10K per year is proposed by Anne’s lawyer. Hal requests \$15K. Cynthia agrees to only \$5K. (No settlement.)

Oct. 13 2022 – a 2nd mediation session is held, but the venue is changed (for reasons unclear) to Joe Weiler’s offices in Midland. Hal indicated to his lawyer that he will not participate in person at that venue based on the difficult history he and his family have had with Joe in that location. The location is used regardless, and Hal participates only on the phone. When an agreement is reached, Hal drives over and signs in the parking lot. OF NOTE: a new clause was added by Joe Weiler to the previous mini-Trust agreement that Hal was not aware of, and did not read or understand. It stipulates that a 2nd “Mutual Hold Harmless Agreement” will be drafted and signed by Hal and the two Trustees. No language is available for review, and in fact Hal is not even aware of the new clause, or of its significance.

Oct. 2022 – Hal walks in as Anne ends a call with Cynthia. (She was “yelling at her” to learn how to use an iPhone to send her images she wants.) **Cynthia then declares she no longer loves Anne and that Anne will not be included in any future family gatherings that are planned.** (She calls the next day.)

Nov. 2022 – Hal is presented with a version of a Hold Harmless agreement drafted by Joe Weiler. It is extremely vague and does not limit the consent it provides the Trustees to the Trust issue being litigated. Hal drafts a version that he submits to his lawyer for review that limits the amnesty it provides to the Trustees to the specific case that Hal filed and it’s claims. This version is not acceptable to Joe Weiler who states Hal is being “too cute by half”.

Dec. 2022 – **Hal filed a brief with the ACLU** asking for support to assess how it was legal that the Trustees could be in breach of contract and still be allowed to plunder a Special Needs Trust fund for their exorbitant personal defense fund vs funding some or all of it themselves. (They eventually declined.)

Jan. 4, 2023 – **a hearing is held in Midland Probate Court with Judge Collins presiding.** She does not allow Hal to speak (or Anne) and indicates that she agrees that Joe’s version should be preferred, and that Hal was ordered to sign that version, which provided amnesty “from the beginning of time” until the

Trustees decide to sign. (They delayed signing the original agreement by some period of time – how long they might choose to wait to sign this is entirely unclear, and if I signed first, they would have the ability to do whatever they chose to harm the interests of Anne’s Trust with total impunity.) Also Hal had never been provided with information regarding the extent of the legal costs the Trustees had consumed from Anne’s Trust, so Hal refused to sign. (Hal has been threatened with \$2,500 in costs.)

Jan. 13, 2023 – Hal is served at home a summons for a 2nd hearing on Feb. 1 in Midland Probate Court. This one is for contempt of court due to his refusal to sign the Trustees version of the hold harmless agreement that the Court favored. Hal is now being threatened with \$5,000 in costs.

Jan. 16, 2023 – an envelope is delivered to Hal with basic info on Trust costs for 2022. No breakdown of Weiler’s costs is provided, which is primarily what Hal had requested. **The legal costs are ~\$78 grand in total.** (This includes \$56K for Weiler, \$12K for Phillips, \$2K for Smith & Booker, and \$8K for Cynthia. Hal’s legal costs (via Geoff Malicoat) are \$6K.) **Chris & Cynthia outspend Hal by over 10 fold and they have both used this flagrant spending to try to scare Anne and force Hal to end the lawsuit.**

Inflammatory statements made by Chris & Cynthia:

Chris: Nov. 2015 (while preparing changes to his parents Trust) “I can’t let Hal win.” (After it is signed) “Now Hal will get his just deserts.” (Anne witnessed and described these statements.)

Cynthia: (to Anne a year or so ago) “I’m going to make sure Hal never get’s his hands on your Trust.”

Wolfe Trust Progression (Anne Wolfe Special Needs Trust and Richard & Ellen Wolfe Trust)

Trustee Changes to Anne's Trust over the Years					
2/15/2002	Hal				George
4/4/2007	Chris		Hal		
4/19/2012	Chris		Hal	Cynthia	
5/11/2015	Chris		Hal	Cynthia	Weiler
11/5/2015	Chris & Cynthia		Joel & Susan	Hal & Alan	
5/20/2016	Chris & Cynthia are made Co-Trustees with Ellen				

< Richard dies in 2013

Trustee Changes to Mom & Dad's Trust over the Years						
4/4/2007	Hal				George	Original Trust
??						First Amendment?
4/19/2012	Chris		Hal	Cynthia		Second Amendment
11/5/2015	Chris & Cynthia		Joel & Susan	Hal & Alan	Weiler	Second Amendment & Restated
5/20/2016	Chris & Cynthia are made Co-Trustees with Ellen					Third Amendment

Trust Lawsuit legal expense totals:		
Weiler total (for C&C):	\$55,906	72.0%
Cynthia total:	\$7,657	9.9%
Phillips total (Anne):	\$12,231	15.7%
Smith & Brooker total:	\$1,890	2.4%
Lawsuit total:	\$77,684	100%
Malicoat total (for Hal):	\$6,073	