

Issues with legal support I received from Michael Kitson of Braun, Kendrick, Finkbeiner

I hired Braun & Kendrick to help me with a property negotiation I had to conduct in early 2017 after my mother died in Oct. 2016 and the family estate was being liquidated. I had the right to purchase our up-north property at “fair market value” but how that value would be assessed was not specified.

Mr. Kitson did provide a modicum of support that I appreciated. Primarily he was simply another person to allow me to share my emotional burden after being attacked (as I felt like I was) by my brother regarding the Charlevoix property and the potential estate property acquisition to be negotiated. The one specific thing that he did that was a benefit, was that when the 120 days that the Trust specified limit for the transaction was drawing towards completion and no progress had been made, he did petition the Trust for an extension, which was granted. That was the main thing he provided.

Here is a list of things that Mr. Kitson did that I did not appreciate:

- 1) Mr. Kitson never seemed to buy into my data driven (then 5% discounted) price goal.
- 2) Mr. Kitson appeared somewhat scattered and never locked on to one price target.
- 3) Mr. Kitson tried to take advantage of a negotiating tool that I didn't approve of, and has cost me dearly. (This had to do with a “summerhouse gift agreement” my mother agreed to provide me.)
- 4) I felt like Mike more or less gave up on me – so I discharged him.
- 5) I felt like Mike was disingenuous to me with an audacious claim he made after I let him go.
- 6) I felt like Mike was overly communicative with (my brother's attorney) Mr. Joseph Weiler.
- 7) No itemized time statements (showing hours) were ever provided.
- 8) The final bill seemed like it must have been a mistake.
- 9) It appears to me that certain basic aspects of real estate were totally missed by Mr. Kitson.
- 10) It seems to me that Braun & Kendrick intended to humiliate me via the method I was served.

Complete details:

- 1) **Mr. Kitson never seemed to buy into my data driven price goal** of getting the property at a slightly reduced (family friendly) price based on fairly valued comparator property on the lake. I had done thorough research. I had a strong opinion based on this research of what a fair price would be. At times Mike seemed to indicate that he was willing to fight for a price I was advocating, and at times for a price even lower than I advocated, but in the end he didn't do that.
- 2) **Mr. Kitson's efforts appeared somewhat scattered.** He was duplicating some of the work I already did, doing his own research on other up North properties in the area of mine. I had already fully researched every single property on the lake that had sold in the past 3 years. Every single one. The sum total of his research (so far as I can recall) was that one property had some uncertainty on the actual surveyed amount of lake frontage. That detail ended up amounting to nothing of importance. But mainly, he never locked on to what he felt was a fair price and fought for it. That hurt my cause.
- 3) **Mike tried to take advantage of a negotiating tool I didn't approve of, which cost me dearly. This had to do with a “summerhouse gift agreement”** that my mother agreed to that I wrote up for her to sign. The summerhouse was a small cabin that was on the property that I had maintained for years and also had improved substantially. I didn't feel that any fair sales price should include the subjective value of that structure, so I asked my mother to give it to me, such that whatever value it was assessed at would be removed from the agreed to final price. It seems that the agreement inadvertently contained some language that was interpreted as inferring that I could be granted a permanent easement to the structure. My brother's lawyer was the one that made this declaration. I told Mike there was no truth to it, and that I had never intended to use that agreement to swindle my

family and back-handedly take possession of the entire property without providing fair compensation. Mike's response to me was "well, we'll just keep that one in our back-pocket." I didn't challenge him on that further, but I should have. To this day, some of my siblings still believe I tried to steal the property, and the fact that Mike kept that uncertainty open to suit his objectives has had a huge detrimental effect on the relationships I have had with those siblings. That was dirty pool.

- 4) **I felt like he gave up on me – so I discharged him.** When my brother's original estimate of \$600K was reduced to \$550K, and then discounted by 6% to \$517K per an agreement I brokered to reduce the price by what the normal realtors fee would have been, he strongly encouraged me to take that offer. My data indicated the fair price was \$525K. When discounted by 6% this yields \$494K. But I also had an agreement with my mother that I would get a 5% discount on the agreed price, as a reward for being the *only* sibling who remained loyal, in Michigan and supported the Charlevoix property. I supported them and their up north lifestyle for 30 years from the time I graduated from college until my mother died. 5% for all of the labor I provided seemed like chicken-feed to me, but Mike never supported that - take the \$517 he told me. I told him I would take things from there, and I did. I brokered a deal for \$500K on my own. (The discounted price I felt was proper was \$470K.)
- 5) **I felt like Mr. Kitson may have been a tad disingenuous with me at the end.** After I told Mike I had gotten a better deal than was previously offered, he indicated to me that he had conducted a final flurry of activity AFTER I had discharged him, and that he had communicated with Joe Weiler (my brother's attorney) and that he had in fact garnered an agreement for a price below what I negotiated. I found that to be unlikely and seemed more like some 11th hour grand-standing designed to save face.
- 6) **I felt Mike was overly communicative with Mr. Joseph Weiler.** This is entirely subjective and is simply my feeling, but for sure the billing statement I received when things were wrapping up indicated that he had engaged in no less than a dozen communications with Mr. Weiler. I felt like that was far more communication than was prudent and necessary. I felt Mike should have held fast to the amount I was committed to, and simply stated that, and reiterated that as needed. It appeared to me he engaged overly often with a legal comrade at my expense, and seemingly to no good outcome.
- 7) **No itemized time statements (showing hours) were ever provided.** As I eventually found out recently, Mike apparently spent far more time engaged in this case than he ever told me. I paid a \$2,000 retainer fee up front, then was given ONE additional bill for \$2000 two months later. Then I was finally given another bill for \$2,000 after I discharged him. Given that he had apparently worked for 2 months for 2 grand, and I had paid 2 grand more only a month before he was discharged, I felt that he might not even had earned the full amount I had paid. Apparently he had spent far more time than I was ever made aware, and by the time I was presented with the 2nd bill, that money was already completely spent and then some, but no accurate disclosure of what the actual debt amounted to was ever provided. NEVER. Not until the court case ensued did I finally get a time statement that indicated his actual hours. This came 5 years later, and my level of trust of such an accounting done as evidence for a trial occurring 5 years later, let's just say I find it somewhat dubious. It may well be accurate, but if it was, I should have been provided that up front, and Mr. Kitson should have let me know when my original money I paid had run out. He never did. Had I settled for the \$517K he recommended and allowed him to write up a sales agreement, what then – would I have been charged the entire \$10 grand I recently found out is what is claimed that I actually owed? Well if the actual debt really was \$10 grand, why wasn't I sued for the full amount? The fact that I wasn't seems like a clear admission that there were serious issues in the manner that I was billed.

- 8) **The final bill seemed like it must be a mistake.** When I was presented the final bill, I was confused as to how a final bill would be for a round figure – the sum of \$2,000. I felt that was either a mistake or shrewd tactic along the lines of “What – you got fired and the client completed the deal himself and did better? Send the overachiever one more bill and see if he’s dense enough to pay it.” (My words in parody.) Either way on that, I was shocked and had no intention of paying any additional money. When 3 years later I got the bill a 2nd time, I sent a detailed letter to Robert Kendrick and indicated that I had issues with my support and further had issues with the manner in which I was billed. I ever got a reply and never saw another bill, so I assumed that the matter was closed. The next communication I has was the Court summons that was presented to me on my front lawn. Nice.
- 9) **It appears to me that certain basic aspects of real estate were totally missed by Mr. Kitson.** First was the fact that Mike never settled on any price that he felt was appropriate. **Second, he never investigated the SEV value the property was assessed with.** SEV x 2 is a modest but relevant valuation. Had Mike done this, it would have been found that the SEVx2 valuation from 2016 was \$458. That would have substantiated that even the discounted price I advocated was above SEV, and that I was not asking for some lower than reasonable price. When I told this story to a friend of mine some years after the fact, the very first thing out of his mouth was “SEV. That would be a fair value for a family member.” Neither Mike nor anyone from Braun & Kendrick ever seemed to dislodge that kernel of most basic real estate knowledge. I sure wish I had been aware of SEV at that time, but I wasn’t. But then I wasn’t the one charging \$250 / hour with an entire legal firm as a resource. **There was a 3rd error Mr. Kitson made** which I also made. I observed that the only estimate that my brother had managed to secure didn’t indicate any value for the contentious summerhouse structure. The assumption was that it appeared to be valued at zero. But then I discovered that most of the comparator properties that were also included in that valuation had improvements that also went unidentified – none of them were called out. At first blush this seemed like a sloppy mistake on the part of my brother’s estimator. Further thought has allowed me to deduce that this was more likely a clever means my brother attempted to unethically employ to force to me to actually pay for the summerhouse after all – by having its value boiled into the base value of the entire estimate but not itemized in a manner that would allow it to be viewed individually and removed. I didn’t figure this out until recently. Mike and his team should have been all over that and called my brother to the carpet for that tactic – but he missed it as well. And with these basic errors on his part, he still had the audacity to sue me to pay the final bill. I’ll pay as I must, per Court order, but I sure don’t like the way it played out: **do a less than stellar job, don’t provide honest info regarding time spent, don’t support your client’s goals, help create lifelong trouble for him, but by God, sue to get that final bill paid five years later. Touché – I clearly got skewered.**
- 10) **It seems to me that Braun & Kendrick intended to intimidate and/or humiliate me.** When I received the summons, it was served to me in person by a uniformed sheriff deputy, in public in full view of my neighbors. I was further required to provide details of my physical appearance – as if I was a criminal on the run who needed to be sought after and apprehended. Even the serving office mentioned that “they don’t normally require that.” But Braun Kendrick did. It was a clear sign of disrespect to me as a human being, and of someone that had a number of legitimate grievances against Mr. Kitson and Braun Kendrick and their unsavory billing practices. But they won, so well done to the characters at Braun Kendrick. I trust the verdict made them feel justice was well served.

Braun & Kendrick time sheet vs bills

\$2000

24 items

Date	Description of Services
12-28-16	HAL WOLFE: PHONE CALL WITH HAL REGARDING MOTHER'S TRUST
01-06-17	MEETING WITH CLIENT REGARDING POTENTIAL CHALLENGE TO PARENTS' TRUST; REVIEW DOCUMENTS PROVIDED BY CLIENT
01-10-17	REVIEW APPRAISAL NUMBERS FROM HAL AND REVIEW TRUSTS; PHONE CALL AND EMAIL TO JOE WEILER
01-11-17	REVIEW CLIENT INFORMATION FOR CHAR-EM APPRAISAL; REVIEW INFORMATION REGARDING FERRY FROM PROPERTY
01-12-17	PHONE CALL WITH JOE WEILER REGARDING VARIOUS ISSUES WITH TRUST; EMAIL TO HAL WOLFE REGARDING CHAR-EM APPRAISAL
01-13-17	REVIEW EMAIL FROM HAL WOLFE REGARDING APPRAISAL OF CHARLEVOIX PROPERTY
01-18-17	PHONE CALL WITH JOE WEILER REGARDING HIS MEETING WITH CHRIS AND CYNTHIA WOLFE
01-24-17	REVIEW LETTER FROM HAL WOLFE REGARDING CHAR EM APPRAISAL
01-30-17	REVIEW APPRAISALS FOR CHARLEVOIX PROPERTY; RESEARCH PROPERTY VALUE TO DISPUTE; EMAIL TO AND PHONE CALL FROM JOE WEILER
01-31-17	REVIEW EMAIL FROM HAL AND PREPARE RESPONSE
02-03-17	REVIEW AND RESEARCH CONSENT TO EXTEND TIME FOR OPTION
02-07-17	PREPARE AND EMAIL RESPONSE TO HAL REGARDING APPRAISAL; REVIEW EMAIL FROM HAL REGARDING APPRAISALS
02-08-17	EMAIL TO HAL REGARDING PLAN TO NEGOTIATE APPRAISALS; RESEARCH PROPERTY COMPARISONS
02-14-17	REVIEW AND RESPOND TO EMAIL FROM HAL
02-15-17	REVIEW AND RESPOND TO EMAILS FROM HAL
02-17-17	MEETING WITH HAL WOLFE REGARDING APPRAISALS ON CHARLEVOIX PROPERTY
02-20-17	REVIEW INFORMATION AND VALUATIONS FROM HAL; RESEARCH DISCREPANCIES IN PROPERTY
02-21-17	PREPARE EMAIL TO JOE WEILER AND RESEARCH SHORE ROAD PROPERTY
02-22-17	EMAIL TO JOE WEILER REGARDING QUESTIONS ON APPEAL
02-24-17	REVIEW EMAIL FROM HAL WOLFE
03-01-17	EMAIL FROM HAL REGARDING STATUS OF JOE WEILER
03-02-17	PREPARE MESSAGE TO JOE WEILER WITH DETAILS OF OUR POSITION ON PRICE ADJUSTMENTS TO PENFOLD APPRAISAL
03-03-17	EMAILS AND PHONE CALL WITH JOE WEILER; EMAIL FROM HAL WOLFE
03-07-17	ANALYSIS OF EMAIL FROM HAL REGARDING VALUATION OF PROPERTY
03-09-17	PHONE CALL FROM AND EMAIL FROM AND TO HAL REGARDING MEETING ON LAKE CHARLEVOIX PROPERTIES

\$2000

11 items

Date	Description of Services
03-10-17	REVIEW ALL TRUSTS AND AMENDMENTS; MEETING WITH HAL AND HIS SISTER ANNE REGARDING VALUE OF LAKE CHARLEVOIX PROPERTY
03-14-17	EMAIL TO JOE WEILER REGARDING STATUS OF VALUATION CONCERNS
03-17-17	PHONE CALL WITH JOE WEILER; EMAILS TO HAL REGARDING OFFER MADE ON LAKE PROPERTIES; ANALYSIS OF ACCEPTANCE OF OFFER AND CHALLENGE TO VALUE
03-20-17	PHONE CALL AND EMAILS FROM JOE WEILER REGARDING REDUCED PRICE AND VARIOUS ASPECTS OF LAKE CHARLEVOIX PROPERTY CLOSING; EMAILS TO HAL REGARDING PRICE CONCERNS
03-21-17	REVIEW CHARLEVOIX COUNTY RECORDS RE HISTORY OF REAL ESTATE TAXES
03-21-17	PHONE CALL FROM JOE WEILER REGARDING PRICE AND VARIOUS ASPECTS OF LAKE CHARLEVOIX PROPERTY CLOSING; ANALYSIS OF REAL PROPERTY TAX INCREASE
03-23-17	PHONE CALL FROM JOE WEILER REGARDING PROPERTY TAXES AND REVISED LETTER
03-28-17	PHONE CALLS TO JOE WEILER; REVIEW EMAILS FROM JOE AND HAL REGARDING OPTION EMAIL TO CHRIS; RESPOND TO HAL'S EMAIL
03-29-17	PHONE CALL TO JOE WEILER; EMAILS TO HAL WOLFE REGARDING OFFER FOR CHARLEVOIX PROPERTY
03-30-17	EMAILS TO HAL REGARDING EXERCISE OF OPTION; PHONE CALL TO JOE WEILER; PREPARE EXERCISE OF OPTION DOCUMENT FOR HAL'S SIGNATURE
03-31-17	EMAILS TO HAL REGARDING EXERCISE OF OPTION; PHONE CALL AND EMAIL TO JOE WEILER

\$2000

\$1600?

?? items

Total Fees

6,000.00