

Mutual Hold Harmless Agreement – Clause #3 Versions

11-29-2022

Different versions of clause #3 on various proposed “Mutual Hold Harmless Agreements” are included below. Clause #3 of the agreement contained all of the specific language that bound the two parties. The other clauses were more or less boiler plate statements.

#1) This was the original version proposed by Joe Weiler. This would effectively provide “full immunity” to the Trustees for any possible action the Trustees engaged in prior to the final party signing off. This could include actions related to the Richard & Ellen Wolfe Trust, or anything else. (Of note – if I were stupid enough to sign something like this, and the Trustees delayed signing for some period of time, as the did exactly with the previous agreement – this would not only give them full immunity, it would also give them a period of time that they could do whatever they pleased, and I would have no legal recourse.)

3. By evidence of signing below, the Petitioner and Co-Trustees do hereby fully agree that this Agreement acts as a complete release between the parties for any reason whatsoever and any and all claims that the parties to this agreement have against each other. No party may file any litigation against another for any act that has occurred prior to the date of this Agreement. This release includes, but is not limited to, any claims that any party could have raised, or may potentially raise in the future, regardless if known or unknown, against one another or the Trust/Trustee.

#2) This is the wording I proposed with a more appropriate scope (limited specifically to the case I filed) but keeping all of the basic wording of the original version (such as the “known or unknown” statement.)

3. By evidence of signing below, the Petitioner and Co-Trustees do hereby fully agree that this agreement acts as a complete release between the parties for any and all claims that the parties to this agreement have against each other pursuant to the “Petition for Removal of Trustee for Breach of Trust” filed by the Petitioner in Midland County Probate Court on Dec. 7, 2021. (File No. 21-1959-TV) No Party may file any litigation against each other for any reason based on the claims cited in said Petition. This release includes all claims cited and any similar uncited claims that any party could have reasonably raised or may potentially raise in the future, regardless if known of unknown, against one another or the Trust/Trustee.

#3) This was a “response” version of the agreement from Joe, in which the words “the Trust” were added. So was the rather bizarre “beginning of time” statement. Of note, “the Trust” does not specify what Trust is being referred to, and there were two Trusts that the same two Trustees “presided over, the Richard and Ellen Wolfe Trust, and the Anne Wolfe Trust. It wasn’t clear if this was left intentionally ambiguous in that regard or not – but to be clear, a similar agreement was requested after the Richard & Ellen Wolfe Trust was largely distributed, which I refused to sign based on specific grounds of misconduct that I outlined and requested remedial action on the part of the Trustees that was never considered, so I never signed. It seemed that this document was intended to be a “catch all” covering this lawsuit and any perceived liability the Trustees felt might remain from their actions with the previous Trust settlement.

3. By evidence of signing below, the Petitioner and Co-Trustees do hereby fully agree that this Agreement acts as a complete release between the parties for any reason whatsoever, and any and all claims that the parties to this agreement have against each other from the beginning of time until the date of the last signature on this Agreement pertaining to the Trust. No party may file any litigation against another for any act that has occurred prior to the date of this Agreement with respect to the Trust. This release includes, but is not limited to, any claims that any party could have raised, or may potentially raise in the future, regardless if known or unknown, against one another or the Trust/Trustee at the time of the last signature to this Agreement.

#4) This was my 2nd (and final?) version I drafted along with Anne. Anne was uncomfortable with the “Known or unknown” language, so I removed that. (Similar to me, she tends not to trust Joe based on her previous experiences with him when our mother was alive and Joe appeared far more anxious to serve the demands of Chris and Cynthia than he actual client, Ellen Wolfe.)

I signed this version and intend this to be the final version I will agree to. I feel it is appropriate as it does provide the Trustees assurance that I will not attempt to re-litigate any of the issues that the suit I filed contained, and also offers additional protection for any “similar uncited claims” that might have been made but for whatever reason were not listed. This is basically stating that anything that occurred prior to the date of the case I filed is now settled, which in my mind is exactly what an agreement like this should cover, not the far more board protection Joe’s versions seem to provide. Why my agreement to settle this case based on the “mini-Trust” agreement should provide the Trustees with immunity for actions they engaged in after that suit was filed, or for other Trusts. That seems very questionable to me, especially when we don’t even know how much money the Trustees spent to defend themselves from a suit that was initiated when for 5 years they blatantly did not adhere to some of the of basics of the Trust that they were Trustees for – specifically to provide an annual accounting which they dodged and denied for quite some time even after the suit was filed. And after that, they are still entitled to use huge amounts of Trust money to defend themselves? (That seems preposterous to me.)

3. By evidence of signing below, the Petitioner and Co-Trustees do hereby fully agree that this agreement acts as a complete release between the parties for any and all claims that the parties to this agreement have against each other pursuant to the “Petition for Removal of Trustee for Breach of Trust” filed by the Petitioner in Midland County Probate Court on Dec. 7, 2021. (File No. 21-1959-TV) No Party may file any litigation against each other for any reason based on the claims cited in said Petition. This release includes all claims cited and any similar uncited claims that any party could have reasonably raised, regardless if known or unknown, against one another or the Trust/Trustee.

It’s not clear where this will go. Given that the final clause of the agreement contains the statement that anyone signing is agreeing **“that they are executing this Agreement voluntarily, free of undue duress or coercion.”** Given that Joe already threatened to take me to court and force me to pay for any costs if I refuse to sign, I’m not sure I could legally sign any version he drafted. If it does go to the Judge, so be it, as that would be a first. We’ll see.