

# TRUST MEDIATION 2025



JUDGE GLEN REISER (Ret.)

# CRISIS = OPPORTUNITY

## Benefits and Challenges of Trust Mediation

Cost-Effective

Time-Efficient

Preserves Relationships

Customized Solutions

Reduced Stress and Conflict

Unequal Power Dynamics

Emotional Barriers

Complex Family Dynamics

Legal and Financial Complexity

Lack of Trust in Mediation

Benefits

Challenges




危机



# IS THE CASE READY ?



# DO YOU EVEN HAVE A CHOICE?



**SheppardMullin**

**MEDIATION IN  
A TRUST  
DISPUTE**

*Breslin v.  
Breslin*

SHEPPARDMULLIN.COM

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# TRUSTEE PREP: NEUTRAL or TARGET ?



# BENEFICIARY PREP: PRINCIPLE vs. ECONOMICS



# DISCOVERY ON THE FLY



CHASE June 9, 2018 through July 7, 2018  
 Chase Bank, N.A.  
 P.O. Box 18061  
 Columbia, MO 65218-2061  
 Account number xxxxx100899010

**CUSTOMER SERVICE INFORMATION**  
 Web site: Chase.com  
 Service Center: 1-800-935-9939  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Print Request: 1-877-312-0273  
 International Calls: 1-713-262-1679

Jon Doe  
 OR Jonie Doole  
 1122 P MARKIES AVE  
 LOANEX AZ 11001-1234

CHECKING SUMMARY		Chase Total Checking
	AMOUNT	
Beginning Balance	\$11,996	
Deposits and Additions	620.00	
ATM & Debit Card Withdrawals	-25.00	
Electronic Withdrawals	-156.21	
Other Withdrawals	-4.00	
Fees	-8.00	
Ending Balance	\$99.91	

DEPOSITS AND ADDITIONS		AMOUNT
DATE	DESCRIPTION	AMOUNT
02/01	Online Transfer From Chk. 1858 Transaction: 7001763357	\$620.00
<b>Total Deposits and Additions</b>		<b>\$620.00</b>

ATM & DEBIT CARD WITHDRAWALS		AMOUNT
DATE	DESCRIPTION	AMOUNT
01/25	Card Purchase 0123 Jack N The Box 1518 Chandler AZ Card 4496	\$6.63
01/28	Card Purchase 0128 04 425 05004254 Procter AZ Card 4496	2.99
02/01	Recurring Card Purchase 0200 Amazon Prime Anon ConW8 WA Card 4496	14.04
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$23.66</b>

ELECTRONIC WITHDRAWALS		AMOUNT
DATE	DESCRIPTION	AMOUNT
02/01	0201 Online Payment 7001768327 To Mortgage 1009	\$146.21
<b>Total Electronic Withdrawals</b>		<b>\$146.21</b>

OTHER WITHDRAWALS		AMOUNT
DATE	DESCRIPTION	AMOUNT
02/04	0202 Withdrawal	\$4.00
<b>Total Other Withdrawals</b>		<b>\$4.00</b>

FEES		AMOUNT
DATE	DESCRIPTION	AMOUNT
02/01	Insufficient Funds Fee For A \$14.04 Recurring Card Purchase - Details: 0220Amazon Prime Anon ConW8 WA 9470555998784496	\$34.00
02/01	Monthly Service Fee	12.00
<b>Total Fees</b>		<b>\$46.00</b>

OVERDRAFT AND RETURNED ITEM FEE SUMMARY		Total for This Period	Total Year-to-Date
Total Overdraft Fees *		\$34.00	\$34.00
Total Returned Item Fees		\$0.00	\$0.00

\*These fees: The bank statements depicted in this blog post are purely for illustrative purposes. They do not represent actual financial data or personal information.

BankAmerica | Cash Rewards | Bank of America Customer Service Information: 1-800-ASKBANK | 1-877-333-3339 | 1-800-ASKBANK | 1-800-ASKBANK | 1-800-ASKBANK | 1-800-ASKBANK

Visit Signature®  
 Jon Doe  
 OR Jonie Doole  
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 LOANEX AZ 11001-1234  
 June 9 - July 2018  
 Account # xxxxx100899010

Account Summary		Payment Information	
Previous Balance	\$139.58	New Balance Total	\$454.36
Payments and Other Credits	-83.00	Current Payment Due	\$132.00
Postings and Adjustments	\$0.00	Total Minimum Payment Due	\$132.00
Interest Charged	\$0.40	Payment Due Date	10/09/2018
New Balance Total	\$154.98	Late Payment Warning: If you do not receive your Total Minimum Payment by the date listed above, your payment may be reported as late.	
Total Credits (1st)	\$131.00	Total Minimum Payment Warning: If you make only the Total Minimum Payment each month, you will pay more in interest and it will take you longer to pay off your balance. For more info, visit <a href="#">bankofamerica.com/late</a> .	
Total Credits (2nd)	\$111.00	If you make no additional payments, you will end up owing more on this card. Balance shown on this statement is based on the previous statement only.	
Portion of Credit Available	\$256.64	Only the Total Minimum Payment	\$132.00
Statement Closing Date	07/07/2018	36 months	\$5,940.00
Days in Billing Cycle	31	18 years	(Over) \$ - \$43,500.00
			\$65,300.00

If you need the information about credit counseling services, call 866.300.5238.

Transactions						
Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
01/08	01/08	PAYROLL DEPOSIT	9886	0522	+1500.00	+1500.00
<b>TOTAL PAYMENTS AND CREDITS FOR THIS PERIOD</b>						
<b>Payments and Other Credits</b>						
01/01	01/01	ATM WITHDRAWAL	864712707512A	2272	0522	-25.00
01/01	01/01	ATM WITHDRAWAL	864712707512A	8038	0522	-14.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	3792	0522	-7.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	7120	0522	-21.64
01/01	01/01	ATM WITHDRAWAL	864712707512A	2103	0522	-14.23
01/01	01/01	ATM WITHDRAWAL	864712707512A	8036	0522	-10.00
01/01	01/01	ATM WITHDRAWAL	864712707512A	2788	0522	-21.05
01/01	01/01	ATM WITHDRAWAL	864712707512A	1028	0522	-14.98
01/01	01/01	ATM WITHDRAWAL	864712707512A	3786	0522	-10.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	8106	0522	-8.00
01/01	01/01	ATM WITHDRAWAL	864712707512A	4466	0522	-15.00
01/01	01/01	ATM WITHDRAWAL	864712707512A	8278	0522	-10.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	3488	0522	-11.97
01/01	01/01	ATM WITHDRAWAL	864712707512A	1028	0522	-10.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	8036	0522	-14.99
01/01	01/01	ATM WITHDRAWAL	864712707512A	8106	0522	-20.00
01/01	01/01	ATM WITHDRAWAL	864712707512A	3488	0522	-14.99
<b>TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD</b>						
01/08	01/08	Interest Charged			0.40	
01/08	01/08	INTEREST CHARGED ON PREVIOUS STATEMENT			0.00	
01/08	01/08	INTEREST CHARGED ON NEW OPENING CASH ADVANCE			0.00	
01/08	01/08	INTEREST CHARGED ON NEW OPENING CASH ADVANCE			0.00	
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>						
<b>\$0.40</b>						

**Interest Charge Calculation**  
 Your Annual Percentage Rate (APR) is 18.99% (APR varies based on your account).

Type of Balance	Annual Percentage Rate	Preseasonal Transaction Type	Preseasonal Rate (%)	Preseasonal Rate Date	Balance Subject to Interest Rate	Interest Charged for Transaction Type
Purchases	18.99%		\$	4,590.00	\$	67.40
Balance Transfers	18.99%		\$	0.00	\$	0.00
Checks Deposited and Check Cash Advances	23.25%		\$	0.00	\$	0.00
Bank Cash Advances	23.99%		\$	0.00	\$	0.00

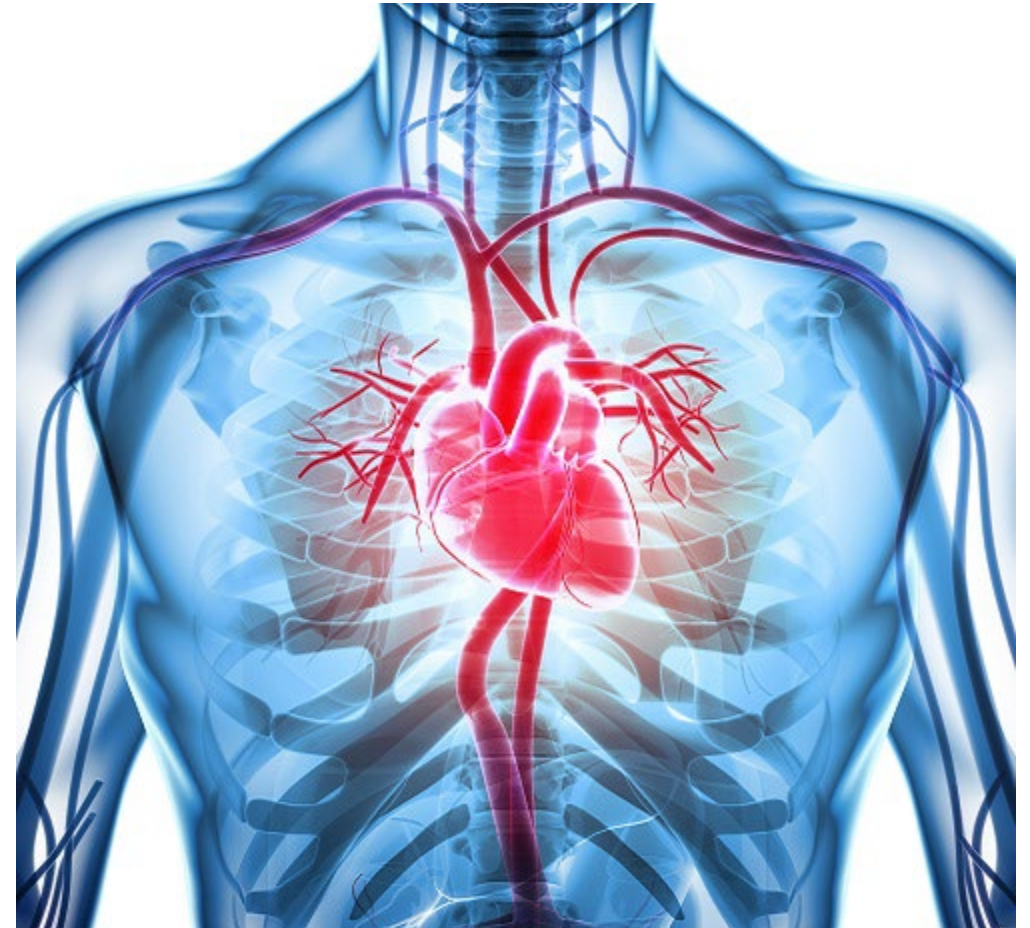
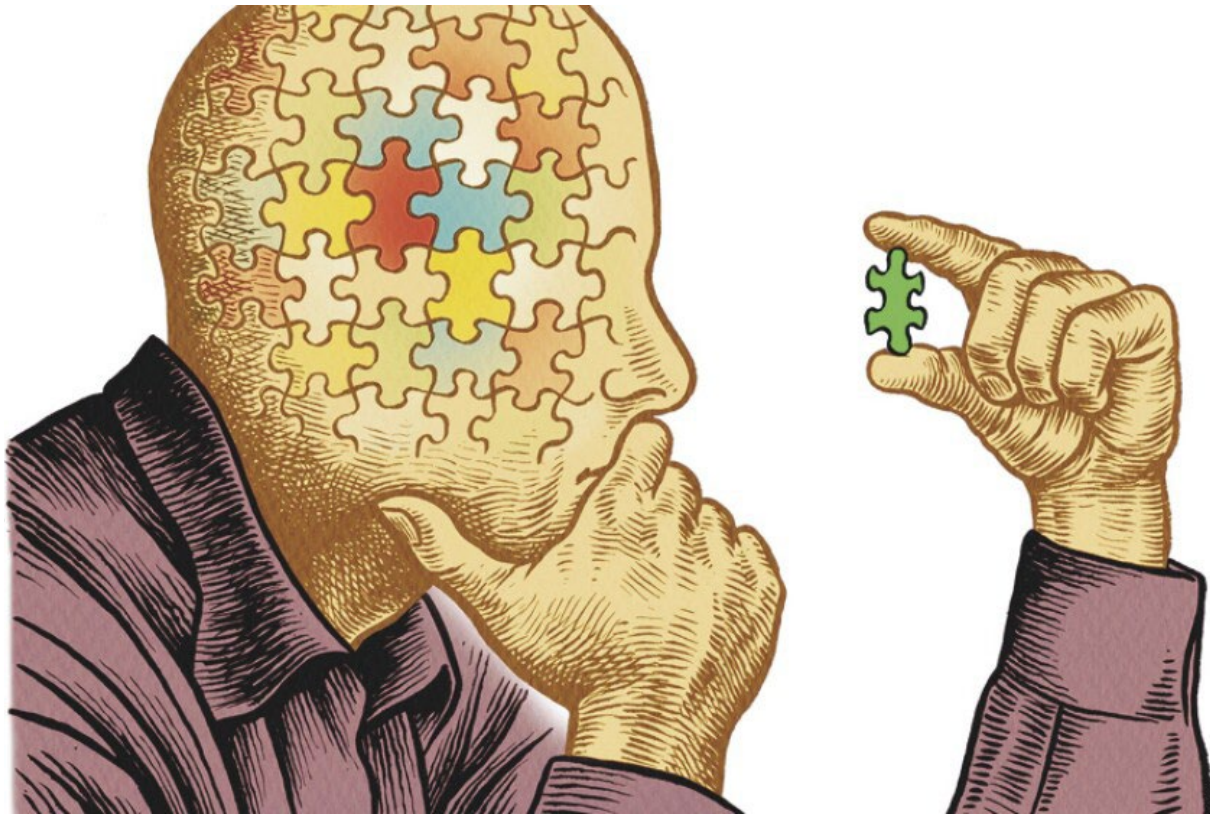
APR Type Definitions: Daily Interest Rate Type in Variable Rate (rate may vary)

Your Reward Summary		Make the most of your rewards program today!
33.53	REDEEMED	
6.29	BASE EARNED THIS MONTH	
6.29	TOTAL AVAILABLE	

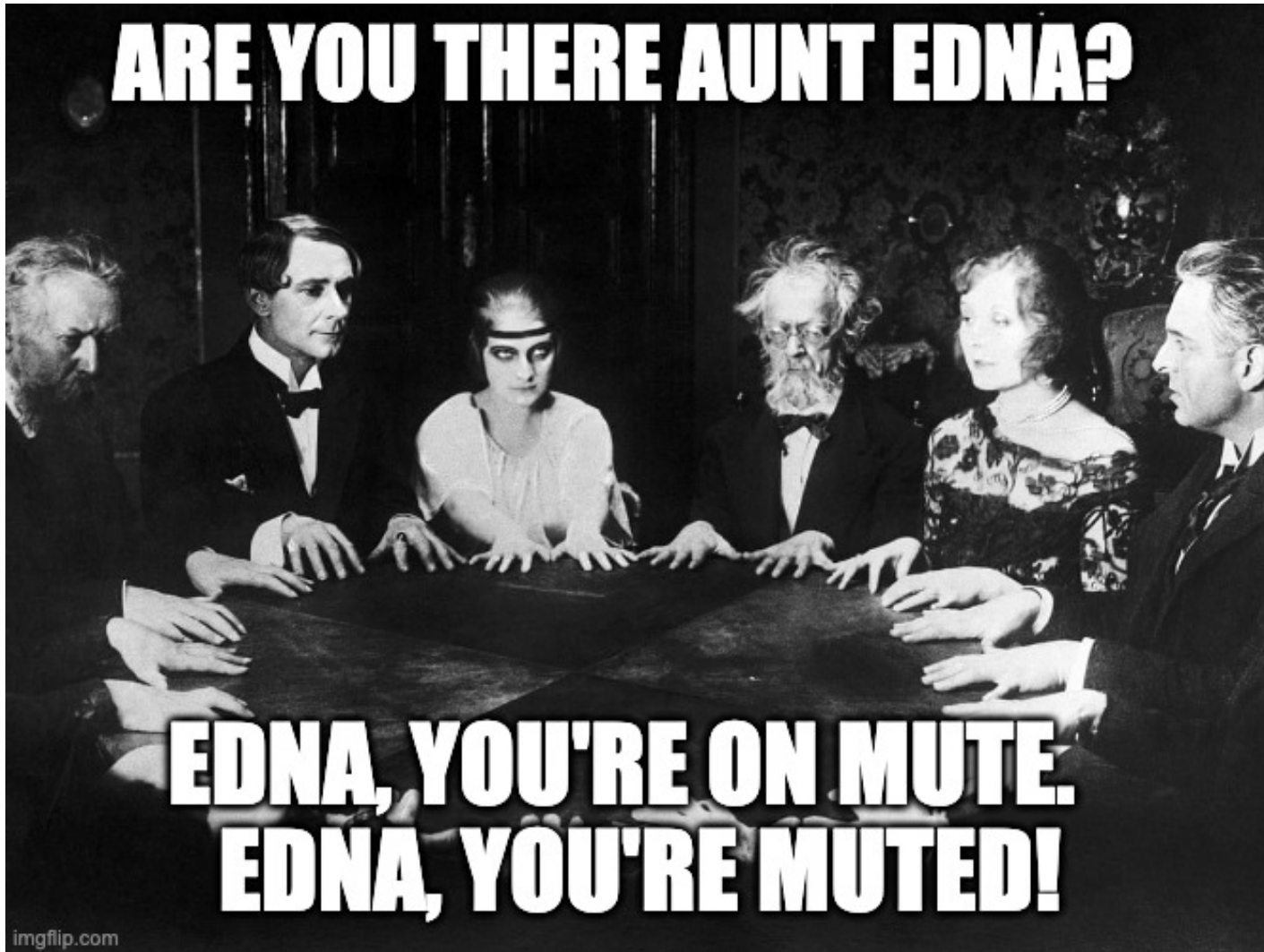
VISIT BANKOFAMERICA.COM



# A CRITICAL DATA PIECE UNAVAILABLE



# ZOOM OR LIVE OR HYBRID ?



# WHO PAYS?



# MEDIATION BRIEFS: SHARE OR DON'T SHARE?

**'TOP  
SECRET'**



# PRE-SESSION CONFERENCE



# HOURLY OR CONTINGENCY ?



# JOINT OPENING SESSION ?



# BY ITS NATURE, LITIGATION FOSTERS ACCUSATION AND RESPONSIVE OUTRAGE





# MEDIATION COMPELS DEESCALATION THE CLIENT WILL LOOK TO COUNSEL TO SET THE TONE



# WHO GOES FIRST ?

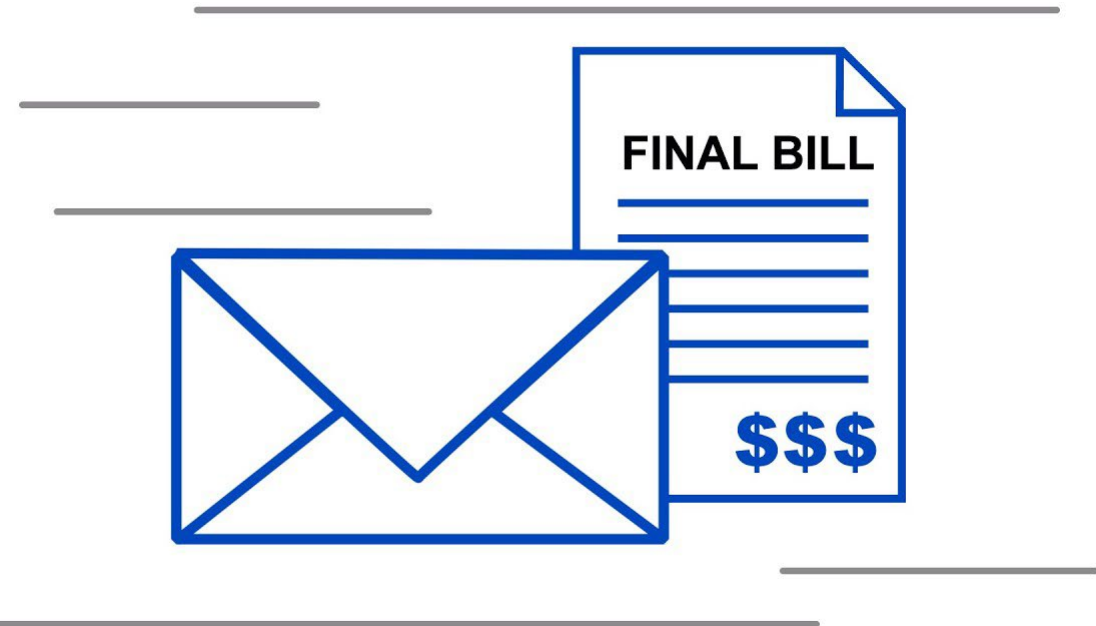


# ENCOURAGE CLIENT CANDOR

**TELL ME WHAT YOU  
WANT, WHAT YOU  
REALLY REALLY WANT!**



LET THE CLIENT KNOW THIS IS THEIR OPPORTUNITY  
TO RECEIVE THEIR INHERITANCE AND MOVE ON  
WITH THEIR LIFE FREE OF LITIGATION



# THE MEDIATOR IS YOUR FRIEND



# THE MEDIATOR IS PART OF YOUR TEAM



# BE PREPARED BUT BE OPEN TO REVISED EXPECTATIONS

In preparing for battle, I have always found that plans are useless but planning is indispensable.

– Dwight D. Eisenhower



# BE PATIENT: OTHER ROOMS MAY NEED MORE TIME TO VENT AND/ OR RECALIBRATE EXPECTATION





# REMAIN COOL AND COLLABORATIVE



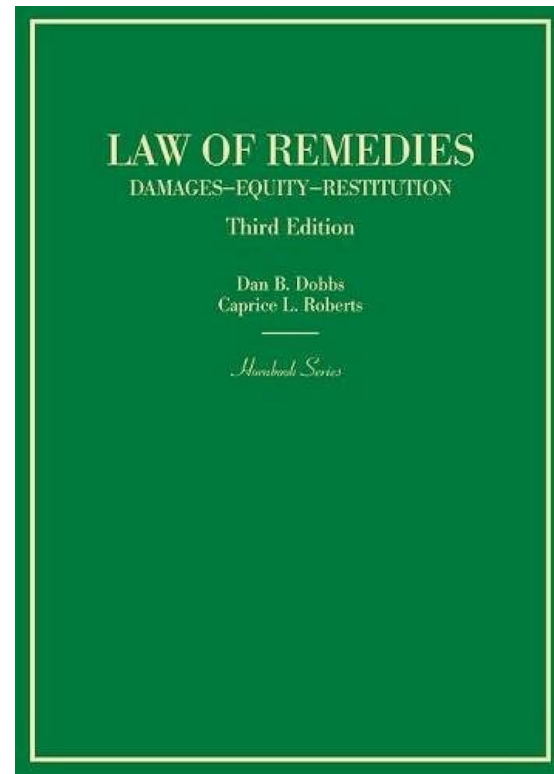
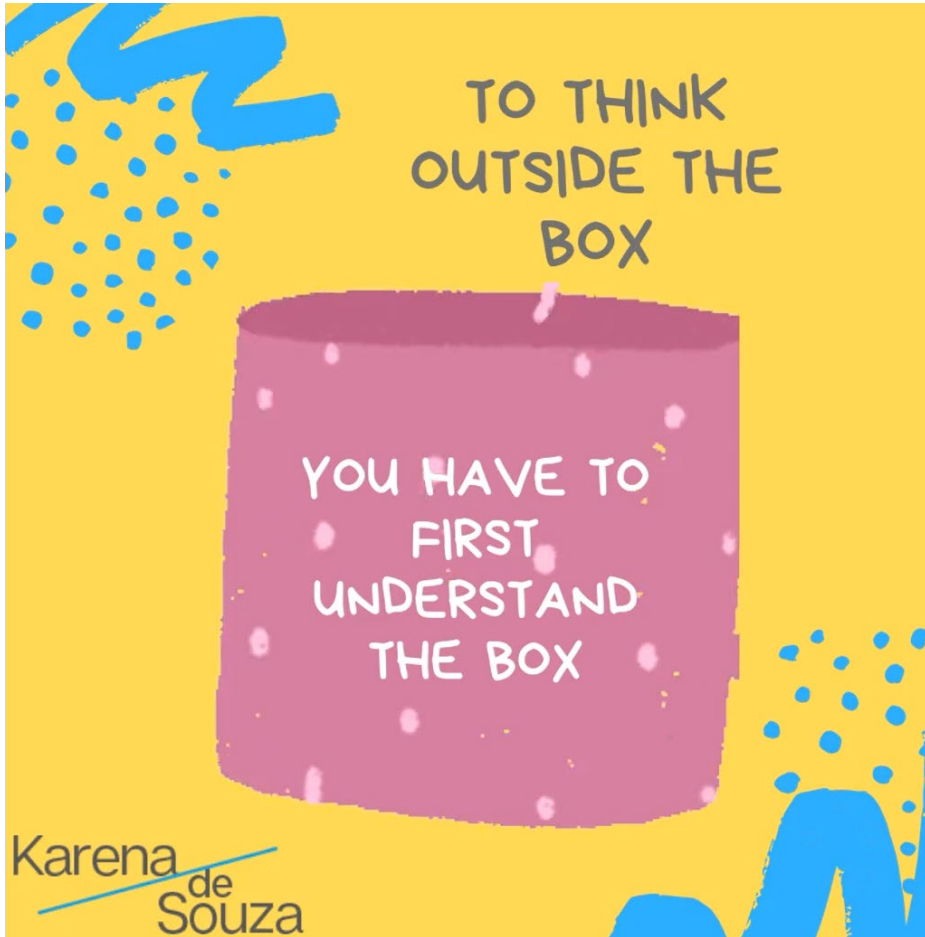
The best fighter is  
never angry.

Lao Tzu

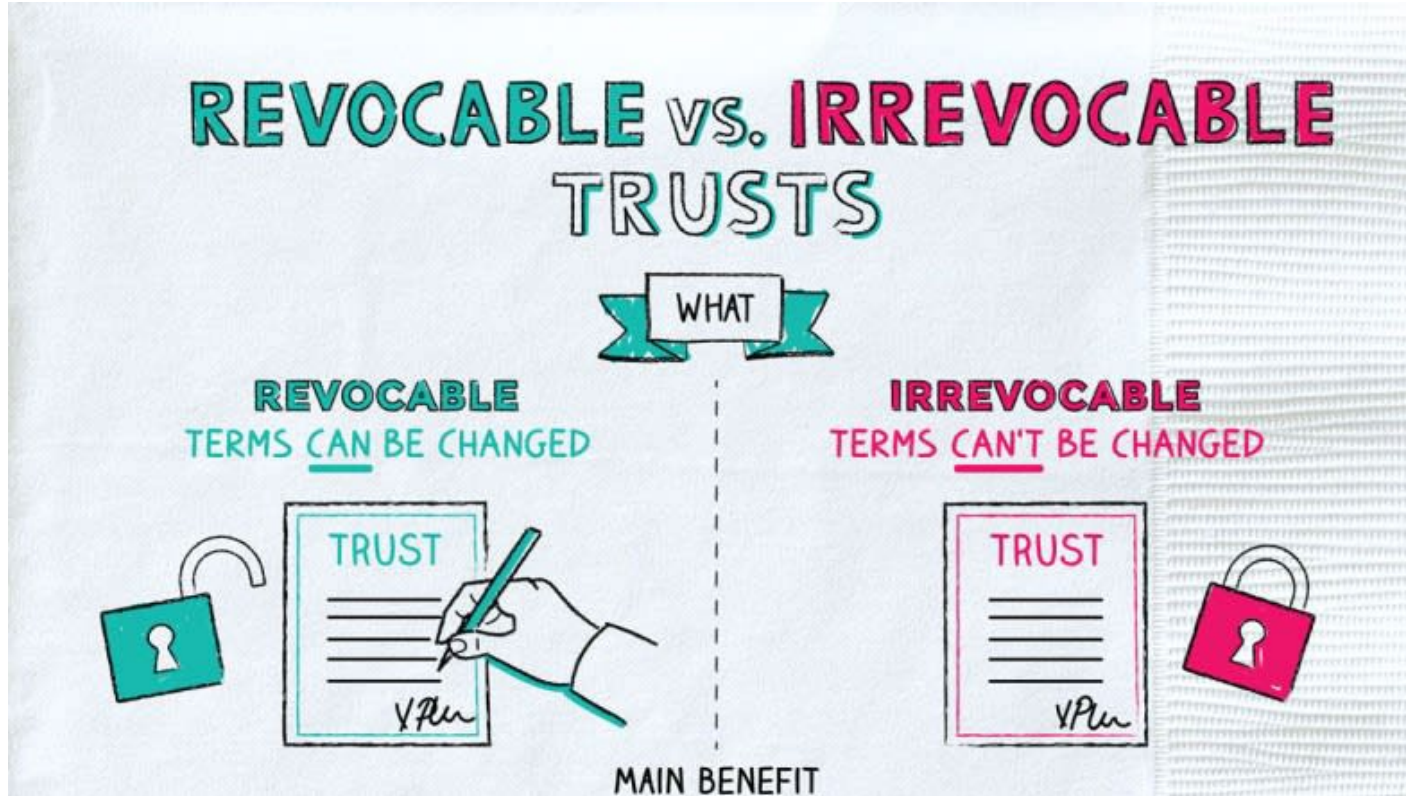
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# CASE-CRAFTED SOLUTIONS



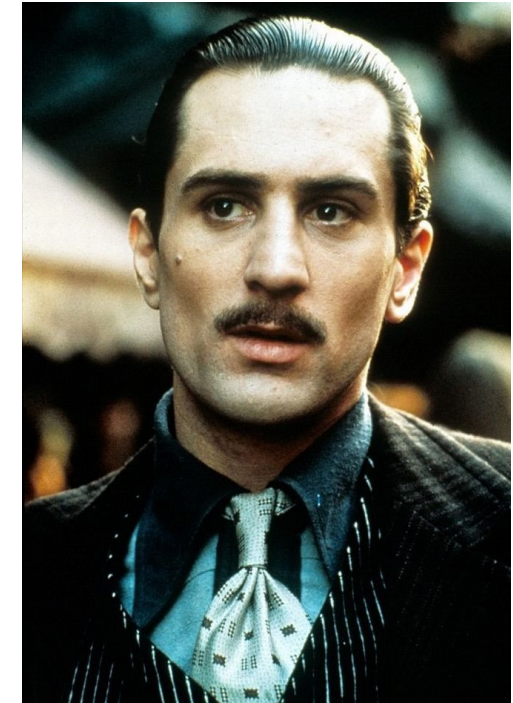
# CASE-CRAFTED SOLUTIONS



# REASONABLENESS WITH A RUNWAY

Even as a young man, Vito Corleone became known as a "man of reasonableness." He never uttered a threat. He always used logic that proved to be irresistible. He always made certain that the other fellow got his share of profit. Nobody lost.

Mario Puzo



# MAKE MATERIAL MOVES

MEANINGFUL MOVES



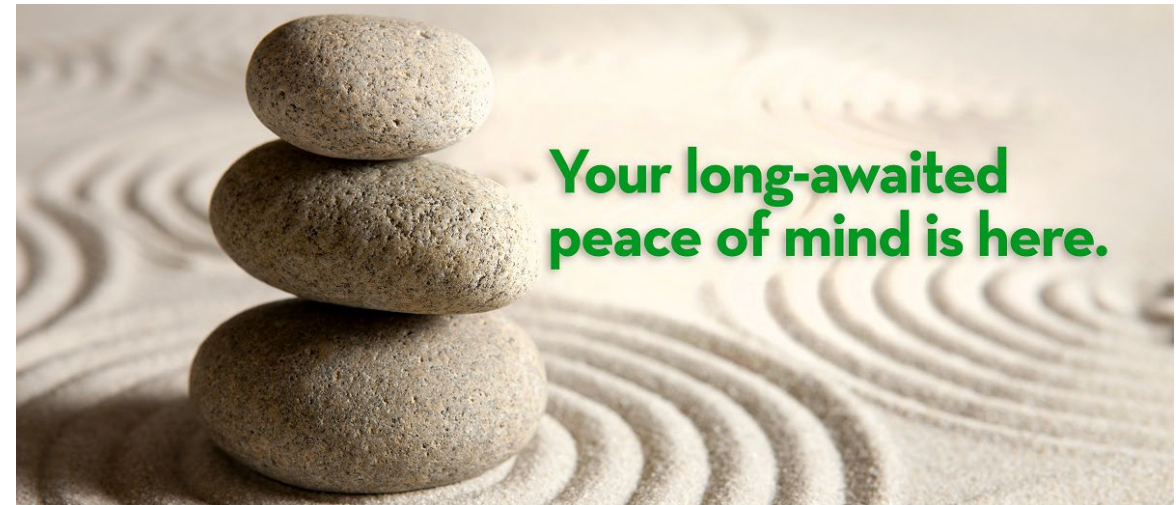
# REWARD GOOD BEHAVIOR



# DON'T SPOIL THE COLLABORATIVE MOMENTUM



# TRADE RISK FOR CERTAINTY





# GLOBAL IS ALWAYS BEST

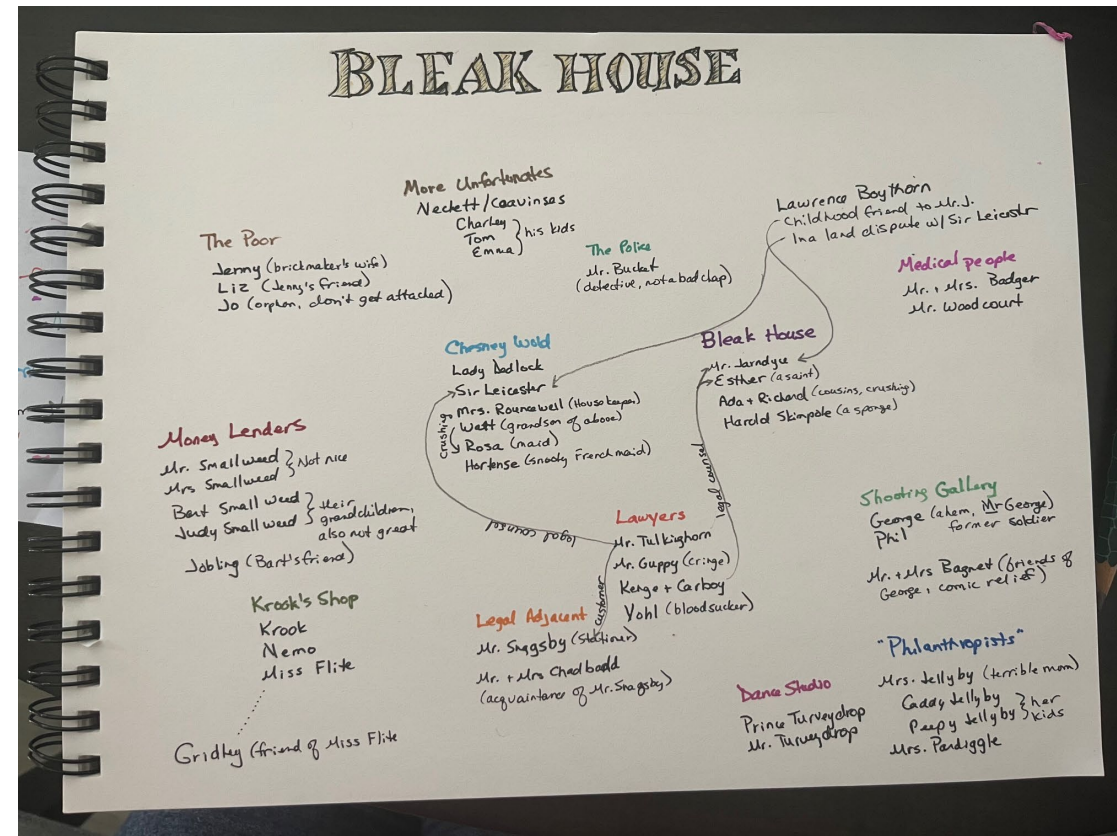


IF NOT GLOBAL, CONSIDER UNHOLY ALLIANCES  
AND PARTIAL SETTLEMENTS FOR PURPOSES OF  
LEVERAGE GOING FORWARD

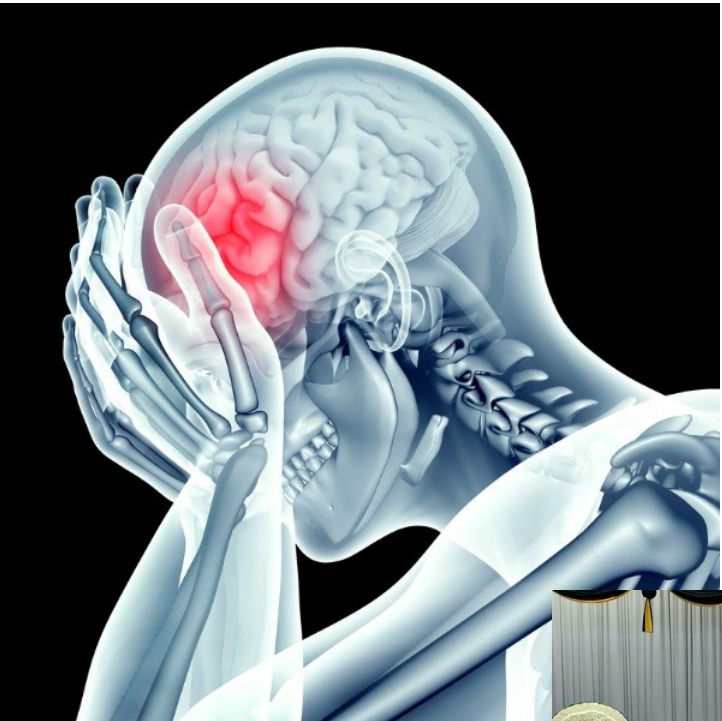


THE ENEMY  
OF MY ENEMY  
IS MY FRIEND.  
ENGLISH PROVERB

# THE FINANCIAL TOLL OF CONTINUED YEARS OF LITIGATION



# THE EMOTIONAL, LIFE DISRUPTING TOLL OF CONTINUED YEARS OF LITIGATION



# IMPASSE



# MEDIATOR'S PROPOSAL

**THIS  
IS  
NOT  
A  
NEGO-  
TIATION**

goldwingstees



# SETTLEMENT AGREEMENT

Are You Ready ?



## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is made and entered into this 4 day of March 2010 (the "Effective Date"), by and between the Federal Deposit Insurance Corporation, as Receiver for First National Bank of Nevada ("FDIC-R") and General Star Insurance Coop. ("General Star"), Priority Appraisal Services, Inc. ("Priority"), Bennie Robinson ("Robinson"), and Vicky Thompson ("Thompson") ("the Released Parties") (FDIC-R and the Released Parties collectively, the "Parties").

## RECITALS

**WHEREAS**, on or about February 24, 2006 an appraisal was prepared by Priority for First National Bank of Arizona ("FNBA") on a residential property more specifically known as 1049 Lawton Street, S.W., Atlanta, Fulton County, Georgia 30310 (the "Appraisal");

**WHEREAS**, FNBA contended that the Appraisal was negligently performed and instituted against Priority currently styled as *FDIC-R v. Rosemarie Campbell, Heath Appraisal Service, Inc., and Priority Appraisal Services, Inc.* in the United States District Court for the Northern District of Georgia, Atlanta Division, Civil Action No. 08-cv-01777-TWT (the "Lawsuit");

**WHEREAS**, subsequent to the filing of the Lawsuit, FNBA merged into First National Bank of Nevada. The Federal Deposit Insurance Corporation was appointed as receiver for First National Bank of Nevada ("FNBN"), and substituted itself as a party plaintiff in the Lawsuit as successor-in-interest to FNBA;

**WHEREAS**, Priority and Robinson and Thompson, as employees of Priority, were insured under a policy issued by General Star;

**WHEREAS**, FDIC-R and the Released Parties desire to settle fully and finally all issues related to all claims that were brought or could have been brought by and between the Parties in the Lawsuit, arising out of the ownership of Priority Appraisal Services, Inc., or related to any acts or omissions of Bennie Robinson, Vicky Thompson or Priority Appraisal Services, Inc.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid additional and/or unnecessary litigation before any other state or federal court or tribunal, it is hereby agreed by and between the Parties as follows:

1. **Recitals.** The preamble and recitals are hereby incorporated into this Agreement.
2. **Payments.** Upon execution of this Agreement, the Released Parties will pay to FDIC-R the following:

DONE

DocuSign<sup>®</sup>







WOODLAND HILLS TAX & ESTATE PLANNING COUNCIL, INC.  
WHT & EPC