

## Probate Case Studies Panel

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Michael J. Kaplan, Esq., Bob Rischitelli, Esq., & Dean Young, Esq.



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association

### Michael J. Kaplan, Esq.

**Estate of Gravis v. Coffee et al.** CA 28815

Local lawyer receives call that caller's neighbor is being taken advantage of. Local lawyer goes and visits the claimed victim several times (with and without the concerned neighbor), and has property owner execute a TODA in favor of concerned neighbor. Upon death, lawyer transfers property to concerned neighbor. After filing the TODA, lawyer creates an engagement agreement with the property owner and has that signed too. Oh -- I forgot to mention -- property owner already has a Court Appointed Guardian of the Person, and the Court is in the process of appointing a Guardian of the Estate. Such an inconvenient detail, no? *An interactive adventure, wherein the audience gets to decide the ending.*

### Guardian's Land Sales Actions

It's frustrating when you 'borrow' someone else's form and then find out that the Court finds it defective. It's more frustrating when you use the Court's own form. *A cautionary tale.*

### Appeal from a Ruling from the Department of Health

What exactly does it mean when the statute says that an appeal shall be made "to the Court of Common Pleas." *A work in progress.*

### Bob Rischitelli, Esq.

The case I will present concerns a competent adult needing assistance and court involvement with the sale of her home due to her limitations and her spouse was difficult to engage on the sale of the house they did not occupy. Her son worked with her as a conservator to assist in the process of selling the house in a civil land sale. The process allowed them to avoid a foreclosure which would have reduced the ultimate sale price and for the conservatorship to manage the sale. The strategy benefited the client's parents and actually resulted in a greater sale price for the bank.

### Dean Young, Esq.

#### Simmonds V. Ward

Case centered on enforceability of in terrorem ("no contest") clauses in decedent's Inter-vivos Trust. Plaintiff, decedent's grandson alleged that the decedent's caregivers who were beneficiaries either under the Trust or of gifts from the decedent, had taken \$50,000.00 in cash belonging to decedent based on no contest clause in the Trust. Issues: enforceability of No Contest Clauses; strategies to avoid invoking No Contest Clause as a Plaintiff; strategies for enforcement of such clauses or to defend against such action.