

Judy Keegan

From:
Sent: Tuesday, March 17, 2015 4:54 PM
To: Judy Keegan
Subject: Re: Complaint

Judy:

In a nut shell, what happened was I was appointed the Mediator by _____ County Circuit Judge in an Estate case where a sister was claiming misconduct against her brother for handling their Mother's affairs in her later years of life. This started prior to Mother's death and continue for several years after her death when the action was referred to mediation.

The sister was pro se and the brother and Estate were represented by separate Attorneys. After a day and a half of mediation some progress was made, but the sister was not ready to settle with her brother who was willing to offer her a larger share of their Mother's Estate. The sister wanted to have time to review and do calculations on her own. With the agreement of all the Parties, we adjourned the mediation for 30 days and since the sister lived out of state agreed to try mediating over the phone to say her time and travel expenses.

This actually went well and a settlement was reached about 60 days after the original mediation began, with all parties signing off on the settlement terms. The Estate prior to the settlement distribution was to pay my mediation fee and expenses. There had been an interim statement after the first mediation session to the Estate Attorney. Upon submitting my final statement to the Estate Attorney, he misread and only paid the interim statement balance. When the check came to my firm, our bookkeeper advised me that we had only been partially paid, say app. 2/3 of our total billing. I immediately contacted the Estate Attorney who saw what had happened, but said he had already distributed all the Estate money per the mediation settlement.

He acknowledged that the brother and sister would be each responsible for one half of the balance due on my mediation billing and sent a letter to each explaining what had happened and sent them copies of the itemized billing statement. The brother paid his one half within 30 days and when the sister did not, I contacted the Estate Attorney who again contacted the sister about her paying her one half which was app. \$1,300.00 (she received over \$250,000.00 from the Estate as I recall).

The sister then contacted me and argued with me about why I was still owed money and why the Estate did not pay me prior to "final" distribution. I was polite, but explained my position that I had provided Court Ordered services for which I was entitled to be paid. She called back the next day offering me half to settle my remaining bill, to which I agreed to accept \$1,000.00 to settle this matter as I was already spending way too much time on this which I knew would go uncompensated. The sister paid the \$1,000.00 and I wrote off the balance and a lot of other time since my "final" billing to the Estate Attorney.

About two months later I receive notice of a bar complaint by her claiming she should not have had to pay me anything on the balance of mediation billing. I then responded and laid out the above facts and the complaint was found without merit and dismissed. Of course I spent a good deal of more uncompensated time responding to this groundless complaint.

I hope this helps as you train others to be mediators. I am not sure what I should have done differently, other than get money up front, however, I would have never known what fair amount to get. Oh well.

In a message dated 3/17/2015 3:26:11 P.M. Central Daylight Time, judy.keegan@alabar.org writes: