

Colorado Bar Association
Trusts & Estates Section – Statutory Revisions Subcommittee on Alternative Dispute
Resolution Provisions in Wills and Trusts

Fourth Meeting: Thursday, April 20, 2017, 1:40 – 2:50 p.m., CBA Capitol Room

Present: C. Jean Stewart, Chair
Nicole Brown
Marc Darling
Brian Davis
Michael Kirtland
Georgine Kryda

1. UTC Committee's Proposed 15-5-113 Language

- a. Marc provided additional background regarding how the Uniform Trust Code (UTC) Committee came to add an ADR provision as proposed § 15-5-113.
- b. Committee members decided that their suggested language to the UTC committee was not inconsistent with the ADR language actually adopted by the UTC committee.
- c. Committee members expressed their support for the UTC.
- d. The committee decided to concentrate on their survey of the Trusts & Estates and the Elder Law Sections of the CBA to find out what practitioners are currently doing, and to see how current practices and attitudes may shape proposed ADR language for use in Wills.

2. Next Steps

- a. Committee members will review the initial draft of the survey questions for discussion at the May 2017 meeting.

Next Meeting: May 18, 2017 at the CBA.

Respectfully submitted,
Georgine Kryda

Is your primary area of practice estate planning, probate administration, or probate litigation?
Please pick all that apply.

Answer: (a) estate planning; (b) probate administration; (c) probate litigation

How often do you, as part of your client consultation, discuss alternative dispute resolution?

Answer: (a) 0-20% of the time; (b) 21-40% of the time; (c) 41-60% of the time; (d) 61-80% of the time; (e) 81-100% of the time

How often do you see or place ADR provisions in disputed documents?

Answer: (a) 0-20% of the time; (b) 21-40% of the time; (c) 41-60% of the time; (d) 61-80% of the time; (e) 81-100% of the time; (f) does not apply

How often do you put ADR provisions in your documents after discussing the provisions with a client?

Answer: (a) 0-20% of the time; (b) 21-40% of the time; (c) 41-60% of the time; (d) 61-80% of the time; (e) 81-100% of the time; (f) does not apply

Should binding ADR be enforceable in a governing instrument?

Answer: (a) Yes; (b) No; (c) in wills only; (d) in trusts only; (e) other (please explain in the explanation box below)

Would you be willing to anonymously share your ADR provisions with our committee?

Answer: (a) Yes; (b) No; (c) Does not apply