

COURT OF APPEALS OF OHIO, SECOND APPELLATE DISTRICT,
MONTGOMERY COUNTY

Geisenfeld v. Geisenfeld

2026-Ohio-205 · No. C.A. No. 30487 · Decided January 23, 2026

SUMMARY

The Ohio Second District Court of Appeals affirmed a trial court judgment awarding Richard Geisenfeld damages, attorney fees, and costs against Diane Geisenfeld in litigation concerning administration of their mother's revocable living trust. The appellate court upheld findings that Diane fraudulently induced a settlement agreement, breached fiduciary duties, and acted in bad faith regarding handwritten recipes, and it sustained Richard's motion to strike portions of Diane's reply brief.

CASE DETAILS

COURT	Court of Appeals of Ohio, Second Appellate District, Montgomery County
WRITING FOR THE COURT	Robert G. Hanseman; Lewis; Huffman
JURISDICTION	Ohio Court of Appeals, Second Appellate District, Montgomery County
DECIDED	January 23, 2026
DOCKET	C.A. No. 30487
DISPOSITION	affirmed
PROCEDURAL POSTURE	Civil appeal from Common Pleas Court; trial court found fraudulent inducement of settlement agreement and breach of fiduciary duty, awarding damages and attorney fees
STANDARD OF REVIEW	De novo for contract interpretation; abuse of discretion for credibility determinations and attorney fee awards
PRECEDENTIAL VALUE	published
PARTIES	Diane R. Geisenfeld, etc., et al. v. Richard I. Geisenfeld

TOPICS

- trust administration
- trustee duties
- breach of trust
- beneficiary litigation
- fraudulent inducement
- breach of contract
- contract interpretation
- parol evidence rule
- remedies
- damages

PRACTICE AREAS

trusts and estates

contracts

civil litigation

remedies

QUESTIONS PRESENTED

1. Whether the trial court abused its discretion in finding that Diane knew or should have known that handwritten recipes were contemplated when Richard negotiated receiving a copy of the decedent's cookbook in the settlement agreement
2. Whether the trial court abused its discretion in awarding Richard his full attorneys' fees and costs

HOLDINGS

1. The settlement agreement's reference to 'cookbook' was ambiguous, permitting the court to consider extrinsic evidence. The trial court did not err in finding that Diane fraudulently induced Richard to sign the settlement agreement by failing to disclose that the items he bargained for—specifically his mother's handwritten recipes—were items Diane had discarded, hidden, or disbursed to others, and that she acted maliciously and in violation of her fiduciary duties.
2. The trial court did not abuse its discretion in awarding full litigation attorney fees and costs. Where a party acts with actual malice and breaches fiduciary duties, attorney fees may be awarded as compensatory damages when punitive damages are warranted, even where nominal actual damages are awarded.

KEY QUOTATIONS

“Despite the fact that cookbooks are generally thought of as bound items rather than loose recipes in a file folder, the reference to “mother's cookbook” here is ambiguous. In the first place, most people have more than one cookbook, and the description fails to convey exactly which cookbook was intended. Furthermore, including the term “mother's” in relation to the cookbook implies that the item in question may have a more personal meaning than a commercial cookbook.” (¶ 27)

“in lieu of doing the right thing and upholding her fiduciary duty, [Diane] instead allowed a petty sibling rivalry to morph into bad faith and malice, in breach of her fiduciary duties of the utmost honesty, good faith, and disclosure. In short, she placed Richard Geisenfeld into the grossly unfair position of negotiating for items that either did not exist (and that she knew or should have known did not exist) or that she never intended at the time to provide.” (¶ 48)

“the video vividly reveals that Diane was not acting in the position of a fiduciary, who would be neutral and act in the best interests of all beneficiaries, including Richard. Instead, she acted as an angry sibling who decided to act vindictively against a beneficiary.” (¶ 46)

FACTUAL BACKGROUND

Diane Geisenfeld served as trustee of her deceased mother Beverly's revocable living trust, with Richard and Nancy Seaman as equal beneficiaries. Richard sued Diane for breach of fiduciary duty, alleging she removed personal items, failed to provide accountings, and failed to equally divide assets. The parties settled in January 2024, with Richard to receive specific items including 'a copy of Mr. Geisenfeld's mother's cookbook' and his

father's golf bag. When Diane failed to deliver these items, Richard moved to enforce. The trial court found the term 'cookbook' ambiguous, considered extrinsic evidence showing Richard bargained for his mother's handwritten recipes kept in an accordion file, and found Diane had fraudulently induced the settlement by failing to disclose she had discarded or hidden the recipes. Ring camera footage showed Diane acting vindictively rather than as a neutral fiduciary.

PROCEDURAL HISTORY

Richard Geisenfeld filed a complaint in 2022 against his sister Diane (trustee of their mother's revocable living trust) for breach of fiduciary duty. After failed mediation, the parties settled in January 2024. Richard moved to enforce the settlement, alleging Diane failed to deliver certain items. After an evidentiary hearing, the trial court found Diane had fraudulently induced the settlement and violated fiduciary duties, awarding \$1,000 in nominal damages and \$41,929.71 in full litigation attorney fees and costs. Diane appealed.

DISPOSITION

affirmed

CASES CITED

- Continental W. Condominium Unit Owners Assn. v. Howard E. Ferguson, Inc., 74 Ohio St.3d 501 (1996)
- Raymond J. Schaefer, Inc. v. Pytlik, 2010-Ohio-4714 (6th Dist.)
- Rondy, Inc. v. Goodyear Tire Rubber Co., 2004-Ohio-835 (9th Dist.)
- St. Marys v. Auglaize Cty. Bd. of Commrs., 2007-Ohio-5026
- Hamilton Ins. Servs., Inc. v. Nationwide Ins. Cos., 86 Ohio St.3d 270 (1999)
- Kelly v. Med. Life Ins. Co., 31 Ohio St.3d 130 (1987)
- Nationwide Mut. Fire Ins. Co. v. Guman Bros. Farm, 73 Ohio St.3d 107 (1995)
- Aultman Hosp. Assn. v. Community Mut. Ins. Co., 46 Ohio St.3d 51 (1989)
- United States Fid. & Guar. Co. v. St. Elizabeth Med. Ctr., 129 Ohio App.3d 45 (2d Dist. 1998)
- Potti v. Duramed Pharmaceuticals, Inc., 938 F.2d 641 (6th Cir. 1991)
- Blosser v. Carter, 67 Ohio App.3d 215 (4th Dist. 1990)
- Schachner v. Blue Cross & Blue Shield of Ohio, 77 F.3d 889 (6th Cir. 1996)
- Clark v. Beyoglides, 2021-Ohio-4588 (2d Dist.)
- Northeast Ohio Apt. Assn. v. Cuyahoga Cty. Bd. of Commrs., 121 Ohio App.3d 188 (8th Dist. 1997)
- Alexander v. Buckeye Pipe Line Co., 53 Ohio St.2d 241 (1978)
- Shifrin v. Forest City Ents., Inc., 64 Ohio St.3d 635 (1992)
- Stony's Trucking Co. v. Pub. Util. Comm., 32 Ohio St.2d 139 (1972)
- Buckeye Retirement Co., LLC v. Busch, 2017-Ohio-4009 (2d Dist.)
- Bayes v. Dornon, 2015-Ohio-3053 (2d Dist.)
- State v. DeHass, 10 Ohio St.2d 230 (1967)
- State v. Lawson, 1997 WL 476684 (2d Dist. Aug. 22, 1997)

- Dayton Children's Hosp. v. Garrett Day, LLC, 2019-Ohio-4875 (2d Dist.)
- ABM Farms, Inc. v. Woods, 81 Ohio St.3d 498 (1998)
- Miano v. Best, 2017-Ohio-343 (6th Dist.)
- Haller v. Borrer Corp., 50 Ohio St.3d 10 (1990)
- J.A. Industries, Inc. v. All Am. Plastics, Inc., 133 Ohio App.3d 76 (3d Dist. 1999)
- Countrymark Coop., Inc. v. Smith, 124 Ohio App.3d 159 (3d Dist. 1997)
- Amerifirst Savings Bank of Xenia v. Krug, 136 Ohio App.3d 468 (2d Dist. 1999)
- Crown Property Dev., Inc. v. Omega Oil Co., 113 Ohio App.3d 647 (12th Dist. 1996)
- Fairbanks Mobile Wash, Inc. v. Hubbell, 2009-Ohio-558 (12th Dist.)
- Finomore v. Epstein, 18 Ohio App.3d 88 (8th Dist. 1984)
- Lepera v. Fuson, 83 Ohio App.3d 17 (1st Dist. 1992)
- Simon Property Group, L.P. v. Kill, 2010-Ohio-1492 (3d Dist.)
- O'Neill v. O'Neill, 2006-Ohio-6426 (8th Dist.)
- In re Tr. of Papuk, 2002 WL 366519 (8th Dist. Mar. 7, 2002)
- In re Testamentary Trust of Bernard, 2008-Ohio-4338 (9th Dist.)
- Dart v. Katz, 2021-Ohio-1429 (2d Dist.)
- Preston v. Murty, 32 Ohio St.3d 334 (1987)
- Davis v. Tunison, 168 Ohio St. 471 (1959)
- Villella v. Waikem Motors, Inc., 45 Ohio St.3d 36 (1989)
- Columbus Finance, Inc. v. Howard, 42 Ohio St.2d 178 (1975)
- Rubeck v. Huffman, 54 Ohio St.2d 20 (1978)
- Moskovitz v. Mt. Sinai Med. Ctr., 69 Ohio St.3d 638 (1994)
- Cruz v. English Nanny & Governess School, 2022-Ohio-3586
- Wilborn v. Bank One Corp., 2009-Ohio-306
- Baker Botts, L.L.P. v. ASARCO, L.L.C., 576 U.S. 121 (2015)
- Fleischmann Distilling Corp. v. Maier Brewing Co., 386 U.S. 714 (1967)
- Phoenix Lighting Group, L.L.C. v. Genlyte Thomas Group, L.L.C., Phoenix Lighting Group, L.L.C. v. Genlyte Thomas Group, L.L.C., 2020-Ohio-1056
- Zoppo v. Homestead Ins. Co., 71 Ohio St.3d 552 (1994)
- New York, Chicago & St. Louis RR. Co. v. Grodek, 127 Ohio St. 22 (1933)
- Roberts v. Mason, 10 Ohio St. 277 (1859)
- Motorists Mut. Ins. Co. v. Brandenburg, 72 Ohio St.3d 157 (1995)
- AAAA Ents., Inc. v. River Place Community Urban Redevelopment Corp., 50 Ohio St.3d 157 (1990)
- Huffman v. Hair Surgeon, Inc., 19 Ohio St.3d 83 (1985)
- Schafer v. RMS Realty, 138 Ohio App.3d 244 (2d Dist. 2000)
- Dunn v. Zimmerman, 69 Ohio St.3d 304 (1994)
- Fromson & Davis Co. v. Reider, 127 Ohio St. 564 (1934)

- Richard v. Hunter, 151 Ohio St. 185 (1949)
- Bittner v. Tri-Cty. Toyota, Inc., 58 Ohio St.3d 143 (1991)
- Brooks v. Hurst Buick-Pontiac-Olds-GMC, Inc., 23 Ohio App.3d 85 (12th Dist. 1985)
- Chapel v. Wheeler Growth Co., 2023-Ohio-3988 (1st Dist.)
- Riverside v. Rivera, 477 U.S. 561 (1986)
- DiPenti v. Park Towers Condominium Assn., 2020-Ohio-4277 (10th Dist.)
- Schultz v. Wurdlow, 2012-Ohio-3163 (10th Dist.)
- Alcorso v. Correll, 2021-Ohio-3351 (8th Dist.)
- Christen v. Continental Ents., 2020-Ohio-3665 (8th Dist.)
- Trotwood v. S. Cent. Constr., L.L.C., 2011-Ohio-237 (2d Dist.)
- Ostendorf v. Montgomery Cty. Bd. of Commrs., 2004-Ohio-4520 (2d Dist.)

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