

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT  
OF HINDS COUNTY, MISSISSIPPI

MEG WEIDNER



ATTEST A TRUE COPY  
FILED

PLAINTIFF

V.

SEP 13 2011

NO. G-2009-926-O/3

EDDIE JEAN CARR, CHANCERY CLERK

TRUSTMARK NATIONAL BANK  
DEE ROSENBLATT FARRELL  
ERIKA LEWIS

BY *E. Jean Carr* D.C.

DEFENDANTS

**ORDER AND OPINION**

THIS MATTER is before the Court on a Complaint for Breach of Fiduciary Duty filed by the Plaintiff Meg Weidner against the Defendant Trustmark National Bank. Having heard testimony on the matter and all premises considered, the Court finds that the Complaint is well taken, in part, and as such, the relief requested shall be **GRANTED, in part**. The Court further finds as follows:

**DISCUSSION**

**Background**

Dr. William and Margaret Rosenblatt died in 1991 and 1986, respectively, leaving nearly identical wills that were signed on August 15, 1986. The wills created trusts for the benefit of their children and their grandchildren. After Dr. William Rosenblatt died in 1991, the trusts directed the trustees pay all of the income to Cy Rosenblatt ("Cy") and Dee Rosenblatt Farrell ("Dee"), the Rosenblatt children.

Both wills have the same three co-trustees: Trustmark National Bank ("Trustmark"), the Defendant in this matter, Cy and Dee. Cy is 57 and Dee is now 60 and each has been receiving the income from the trusts since 1991.

The remainder beneficiaries in the trusts are the Rosenblatts' grandchildren. After Dee and Cy pass away, the trusts will terminate and the assets of the trusts will be inherited by Cy's children and Dee's children.

Meg Weidner ("Meg"), the Plaintiff in this matter, and Erika Lewis ("Erika"), a Defendant in this case, are Dee's two adult children and thus remainder beneficiaries under Dee's trust. Cy's three adult children are Sarah Hart, Clint and Bill.

Since the death of Dr. William Rosenblatt in 1991, Cy and Dee have received income from the trusts.

### **Primary Purpose**

The trusts for Cy and Dee state that "the primary purposes of these trusts are to maintain my wife during her lifetime, and afterwards my children, or their issue, who shall survive me, in the standard of living to which they are accustomed or in which they might reasonably expect to be maintained." The trusts also state that the trustee shall "have the right to invade corpus to meet any emergency needs of my said wife during her lifetime, and after-wards of my children which said trustee in its sole discretion determine would justify the invasion of corpus."

Though the trust provides that the trustees could invade the corpus for the benefit of Cy and Dee for *any* emergency purposes, there were no requests for invasions of any kind from 1991 to part of 2002. It was in late 2002 when the invasions of the corpus that gave rise to this litigation began.

### **Corpus Invasions**

In October 2002 the corpus was invaded for the first time. The trusts were split on May 28, 2002, as directed by the wills and at the time of the split the trusts for Cy and Dee,

individually, had a value of about \$3.8 million. Thus, Dee's trust was valued at about \$3.8 million and Cy's trust was valued at the same.

The head of the Personal Trust Department at Trustmark during the management of Dee and Cy's trusts was Joe Dick ("Joe Dick"). Joe Dick had personal and exclusive responsibility for the management of the Rosenblatt trusts from 1989 until 2011.

Testimony in this matter is conflicting in regards to "how" Dee's trust came to be initially invaded. Testimony set forth at trial by Joe Dick alleged that in October 2002, Dee asked Joe Dick to invade the corpus in order to buy a new Lexus vehicle. Dee testified to the contrary, stating that she was not aware that she could invade the corpus until after Joe Dick voluntarily told her this information.

Despite the conflicting testimonies, Joe Dick granted Dee's request in October 2002 and made an invasion of the corpus for \$32,000 for Dee's new Lexus.

After the corpus was invaded for Dee's Lexus, numerous other corpus invasions were made, totaling 150 over a six year period. The first issue before this Court is whether any of the invasions of the corpus made were done so in accordance with the provisions set forth in Dee's trust.

### **Emergency Needs**

The primary purpose of Dee's trust is to maintain her during her lifetime "in the standard of living to which she was accustomed or in which she might reasonably expect to be maintained." Pursuant to Dee's trust, the trustee has the right to invade the corpus to meet *any* emergency needs of Dee in which the trustee in its *sole discretion* determines and justifies. Thusly, the co-trustees over the trust have a duty to not only maintain Dee's standard of living, but the co-trustees also have a right to invade the corpus to meet any of Dee's emergency needs.

Testimony at trial showed that Dee was a well kept woman from the day she was born. For her entire life, Dee enjoyed lavish trips, expensive clothes, luxury cars, expensive homes, and simply the finest of everything. Dee's parents were wealthy and spared no expense for Dee's standard of living from the time she was born. Dee has always experienced the best things out of life. That is the way her parents raised her and this is the way her parents wanted her to continue living after they died.

Testimony at trial showed that Dee received over 150 corpus invasion distributions. Dee testified that she used the distributions and regular income from the trust to pay bills for clothes, taxes, Erika's legal bills for alleged criminal conduct, housing expenses, and Meg's lavish wedding. Though Dee received income from the trust throughout the years, Dee testified that the money from the income alone was not enough. She needed more money to live. Dee was seeking to maintain her extravagant lifestyle to which she had always been accustomed and the money from the income of the trust, as she testified, was not sufficient at times.

The Court takes note that over the course of six years Dee received 150 corpus invasion amounts. The Court also takes note that it was the intent of Dee's parents in creating this trust for Dee, that if the income from the trust was not enough the trustee has the right to invade the corpus for any emergencies Dee experiences. The term "emergency" takes the Court to its next layer of discussion. What qualifies as an emergency? Is an emergency for Dee the same as an emergency for someone else who has not grown accustomed to a lavish lifestyle? For Dee, is it an emergency to have a past due clothing bill at a high-end exclusive boutique? For Dee, is paying for her taxes or for Meg's wedding an emergency? For Dee, is paying for Erika's legal fees of \$200,000.00 an emergency? Questions like these are relevant but questions like these were not asked nor answered by Trustmark prior to invading the corpus. The corpus was invaded

a total of 150 times and Trustmark did not follow the proper procedure for any of these distributions. So, what constitutes an emergency for Dee? The Court will never know because Trustmark did not follow the proper procedures to find out. Thus, a concern for the Court is whether Trustmark followed its policies and procedures in distributing corpus invasion to Dee.

### **Trust Policy and Procedures**

Trustmark's Trust Policy and Procedures states that committee approval is required if the distribution of income or principal is discretionary and that complete information regarding the beneficiary's needs, standard of living and other resources shall be considered in making the decision to exercise the discretionary distribution. The Trust Policy and Procedures also states that all encroachments are to be reviewed and approved by the Personal Trust Administrative Committee.

The Trust Policy and Procedures states that discretionary distributions/encroachments represent a potential source of bank liability; therefore, such distributions/encroachments are to be reviewed and approved by the Personal Trust Administrative Committee to minimize exposure. It is also a question as to whether Trustmark properly provided annual accounts to the various beneficiaries of the trusts. Evidence in this case suggests that neither Meg nor Erika ever received any such documentation regarding any accounting of the trust, let alone the invasions of the corpus. Accordingly, did Trustmark adhere to its policies and procedures regarding the invasion of the corpus of Dee's trust?

After the Lexus was purchased by Dee from the corpus invasion in 2002, there were purportedly 149 more invasions over the next six years which totaled to be approximately \$1,755,749.96. The income distributions Dee was receiving was an average of about \$9,242.00 per month. Thus, Dee was not only receiving the income distribution from the trust, she also

received corpus invasion amounts over the course of a six year period, from October 2002 to August 2008. Dee received approximately \$1.7 million in corpus invasions, as allowed and approved by Trustmark. Cy never received a single corpus invasion. Cy once inquired to Joe Dick whether the trust could be used to purchase a second home. Joe Dick responded that Trustmark would loan him the money. Cy never received an invasion of the corpus to purchase the second home. Nonetheless, Dee received corpus invasions continuously.

Dee purportedly was depleting the trust funds. As a result, Joe Dick sent Dee letters in both July 2006 and July 2007 indicating that Dee's corpus invasions were depleting the corpus, thereby reducing the amount of income that could be generated. In those letters, Joe Dick advised Dee to decrease her rate of corpus invasions. Despite those letters, Joe Dick continued to grant Dee's request for corpus invasions until August 2008.

Evidence in this matter shows that the corpus invasions were less frequent after Joe Dick's July 2007 letter. Nonetheless, in July 2007 and August 2007, the corpus invasions totaled \$150,000.00. In addition, on February 13, 2008, it has been shown that the corpus invasions totaled \$130,000.00 in only one day. In August 2008, the corpus invasions came to a halt when Joe Dick refused to invade the corpus without the consent of Dee's children, Meg and Erika.

After many years of invading the corpus and after letters from Joe Dick, advising Dee of the depletion of the corpus and thus Joe Dick's acknowledgement that more invasions would be detrimental to the trust, Joe Dick refused to invade the corpus for Dee anymore.

In August 2008, Dee made a request for \$65,000.00 to pay a bill at Maison Weiss, a high-end clothing store in Jackson. Joe Dick explained to Meg that Dee had requested an invasion of \$65,000.00 and that Trustmark wanted consent from Dee's children before making the corpus invasion. Meg purportedly became upset and was albeit shocked by the invasions made on the

corpus. Meg and Joe Dick began communications over the next month, during which time Meg requested a summary of the distributions made by Trustmark to Dee. Joe Dick admitted to Meg that the corpus had been invaded for nearly six years. Joe Dick then notified Cy for the first time about the invasion to the corpus of the trust.

The conversations between Meg and Joe Dick yielded several results. Joe Dick alleged that Dee had been conning him into invading the corpus to buy clothing. Meg alleged that Dee has a spending disorder. Thusly, Meg refused to give her consent for any further corpus invasions. Trustmark prepared an agreement for all the beneficiaries and the co-trustees to execute.

The agreement provided that Trustmark would not invade the corpus but would loan Dee the \$160,000.00 to pay her bills. The loan was to be repaid from Dee's income in the trust. The agreement provided that Dee purchase a \$1,000,000.00 life insurance policy payable to the trust upon her death. The agreement was never signed. Trustmark did not invade the corpus but in lieu of, loaned Dee the money she was requesting, secured by a mortgage on Dee's home. Once Trustmark refused to invade the corpus any longer and once Meg was informed of the depleting trust account and the spending of her mother, Meg filed suit against Trustmark in June 2009 for multiple breaches of fiduciary duty.

Meg later amended her complaint to include all income beneficiaries and all remainder beneficiaries. Trustmark subsequently filed a counterclaim against Meg and a cross claim against the other defendants seeking declaratory relief that Trustmark adhered to the proper policies and procedures relating to the corpus invasions. Trustmark subsequently filed a cross claim against Dee for indemnity.

## **Trust Interpretation**

The Rosenblatts created the trusts for Dee and Cy to live a life to which they had always been accustomed. The most fundamental principle of trust interpretation is to give effect to the intent of the testator. *Deposit Guaranty v. First National*, 352 So.2d 1324 (Miss. 1977). The creator's intention is of "paramount importance" and the intent of the trustor may be determined by the language alone. *Homburg v. Clark*, 697 So.2d 1154, 1157 (Miss. 1997).

Trustmark resolved any doubts as to the interpretation of the "emergency" provision of the trust in favor of Dee. Trustmark interpreted the trusts to give Trustmark the implied authority to invade the corpus to maintain Dee's lifestyle and for emergency situations. Meg argues that Trustmark's interpretation was an egregious breach of its fiduciary duty to remain neutral, Trustmark contends that Dee's invasions over the years were emergencies even though such invasions effected Meg and Erika as the remainder beneficiaries. Those distributions should have been determined pursuant to Trustmark's policies and procedures.

Dee never worked "regularly" a day in her life. Dee depended on the money her parents left her and she had no other formal means to support herself. The money Dee's parents left her was to and is to maintain the lifestyle to which she had always been accustomed or that which she might reasonably expect to be maintained. Dee's daughters were at a very young age. It is reasonable for Trustmark and the Court to presume that when her daughter got older that Dee would likely be paying for a wedding or two. It is reasonable to presume that Dee would expect to be maintained during these pivotal points in her life and even during difficult and trying times. Dee's daughter Erika purportedly became part of a criminal case to which Dee admitted spending over \$200,000.00 in legal fees. These situations, given the timing and nature of them, could qualify as an emergency for someone like Dee but the Court cannot find, emphatically in

this case, that such situations and circumstances are or are not emergencies. That was for Trustmark to determine and justify.

The Court understands that Dee needed more money to maintain her lifestyle. Dee is a parent. As in most cultures and generations, parents stand at attention ready, willing, and able to help their children in any way they possibly can. Again, Dee paid for Meg's wedding, paid for Erika's legal fees and bought gifts and covered expenses for both of her children. In addition to paying for her daughters, Dee also paid her own bills. Dee bought expensive clothes, lived in a nice home, drove a nice car, and simply lived an exceptional lifestyle. This is not uncommon for her because she had been living this kind of life all her life. However, the trust provided for invading the corpus in case of an emergency. Trustmark's duty was to assess and make a determination as to whether each invasion was an emergency. They had a procedure in place to address the issue of invading the corpus. They had another trustee to consult with regarding the trust distributions.

### **Trustee Duties**

Under Section 91-9-113 of the Mississippi Code Annotated, as amended, of 1972, "any power vested in three or more trustees may be exercised by a majority." Meg argues that no invasions made by Trustmark were ever approved by a two third vote. This rises to the level of a breach of a fiduciary duty on behalf of Trustmark. For each invasion made by Trustmark, a two third vote was required. Dee impliedly gave her consent by even requesting the invasions that were made. Cy, Dee's brother, was never asked to vote for six years. Cy was completely unaware of the invasions of the corpus that had been made until August 2008 when Joe Dick called him. Lastly, Trustmark, as required by a vote of the Administrative Committee, failed to exercise its vote. Meg contends that Joe Dick could not cast a vote for Trustmark on its own.

Trustmark's rules and procedures require approval by the Administrative Committee for every invasion. None of the 150 invasions made out of the corpus is found in any Administrative Committee documents. Cy refused to serve as a co-trustee and Dee obviously had a conflict on decisions involving the distributions made to her from the corpus. Thusly, Trustmark approved and distributed invasions without the necessary votes from two out of the three co-trustees as a de facto Trustee.

### **Conduct of Trustmark As Trustee**

As evidenced by testimony in this matter, Dee and Joe Dick's pattern of behavior entailed a phone call made by Dee to Joe Dick asking Joe Dick for an invasion of the corpus. Dee reportedly left messages by phone to Joe Dick. Joe Dick would then give his assistant instructions to effectuate the transfer of funds to Dee. Dee even left a message for Joe Dick for him to have \$32,000.00 put in Dee's account. This all occurred without Trustmark following any of its procedures. This procedure and pattern of behavior is contrary to Trustmark's requirements for a vote approved by the Administrative Committee.

Trustmark, pursuant to its internal policies and procedures failed to take the proper steps to effectuate the approval of the 150 corpus invasions. Joe Dick is alleged to have forged "Request for Encroachment" forms containing signatures of other trust officers. Joe Dick placed these forms in the minutes of the Administrative Committee in order to create the appearance that Trustmark followed the proper procedures. It is purported that Joe Dick later removed the forms from the minutes of the Administrative Committee but overlooked one that was found during the discovery of this trial. Joe Dick was terminated from Trustmark in light of this litigation. In addition, the FDIC Audit Manual requires that the reason for each invasion be documented in the file. Trustmark had no forms on the 150 corpus invasions.

Joe Dick testified, however, that he received from the Administrative Committee “continuing authority” to invade the corpus for Dee. It is alleged that the practice of “continuing authority” allowed Joe Dick and other trust officers to never have to return to the Administrative Committee for approval for any subsequent invasions. Though Joe Dick testified of this “continuing authority”, there was no proof presented at trial that Joe Dick ever received such continuing authority. Meg argues that Joe Dick never asked the Administrative Committee for authority to invade the corpus. In addition, Meg argues that even if Joe Dick did have continuing authority, Trustmark still did not have the required two thirds vote of the co-trustees.

In addition to Trustmark’s failure to get the necessary approval for invading the corpus, Trustmark is alleged to have breached its duty to account for how the corpus invasions were spent. Trustmark’s internal policies require that any request for a discretionary invasion be approved by the Administrative Committee.

Trustmark, acting solely through its trust officer who did not follow required procedures, proceeded to make 150 payments which were encroachments on the corpus. Even if the standard, as argued by Trustmark, was to maintain Dee in the standard of living to which she was accustomed, Trustmark never determined what that standard was; never made a schedule of payments; never made a determination of whether a request by Dee was for “standard of living” expenses or emergency expenses. Trustmark never obtained approval from the trust committee as required by its own procedures. Trustmark maintained no record of what the payments to Dee were for. Trustmark never turned down a payment until the 151<sup>st</sup> payment requested for a \$65,000.00 bill to Maison Weiss.

Even under the implied power to encroach on the corpus enunciated by *Estate of Hall v. Latham*, 193 So.2d 587 (Miss. 1967), the Mississippi Supreme Court stated that although under

the facts of that case, there was an implied right to invade the corpus for necessities and also “for the comforts of life,” the Chancellor should “take into consideration the limited amount of the trust fund and that it should last as long as reasonably possible.” 195 So.2d 95. The Court finds that Trustmark failed to do so. At the rate Trustmark was invading the corpus to fulfill Dee’s requests, the entire trust would have been dissipated by the time Dee was 64 years old.

Trustmark holds itself out to be knowledgeable, experienced and competent. The Rosenblatts relied on Trustmark’s expertise in making Trustmark the trustee. Trustmark committed egregious violations of its fiduciary duties, essentially defaulting on those duties. In handling this trust:

- Trustmark never made a determination under its theory of the trust of the amount of income necessary to maintain Dee in her accustomed standard of living in violation of Trustmark’s own internal rules.
- Trustmark never made any investigations of the requests from Dee to determine whether they were emergencies or lifestyle necessities.
- Trustmark never documented what the payments to Dee were for.
- Trustmark never had its Trust Committee rule on the propriety of the invasions of the estate corpus, although this was required by Trustmark’s internal procedures.
- Trustmark apparently never did an internal audit of the trust payments or, if it did, it was a grossly deficient audit.

### **Payment to Trust**

Trustmark may have been excellent in managing the investment side of the trust, but it was grossly derelict in allowing Dee to invade the corpus for more than \$1.7 million. There was no need for a trust to preserve assets for the children and grandchildren if the children were

going to be allowed to dissipate the trust corpus. The settlors could have saved considerable fees by simply having some investment entity invest the funds and allow the children to draw out whatever they wanted, whenever they wanted. Thus, Trustmark is hereby surcharged the sum of \$1,755,749.96, to be paid to the trust for Dee Farrell.

Because Trustmark did not go through the proper procedure for each and every transaction, that is the damage in this case. Dee's 150 invasions could have been an emergency or could not have been. But, because Trustmark failed to follow their policies, the trust was damaged. Every distribution from the corpus depended on a different circumstance and Trustmark was required to follow the rules, its rules. Trustmark failed, egregiously. Thus, the Court finds the sum to be paid to the trust is so regardless of whether of the 150 invasions were authorized by the trust or not. Trustmark is charged 3% interest for each item of principal, beginning on the last day of the year in which the principal was encroached, compounded annually.

### **Indemnity**

In the absence of an express contractual or statutory right to indemnity, a party may bring an action for common-law indemnification only if he or she is without fault. Common-law indemnity is not a fault-sharing mechanism.... *One who is him or herself at fault is not due indemnity*, because liability for indemnity exists only when the party seeking indemnity, the indemnitee, is free of fault and has discharged a debt that should be paid wholly by the indemnitor. 12. American Jurisprudence states the rule succinctly: *41 Am.Jur.2d Indemnity § 21* (2005) (emphasis added). *J.B. Hunt Transport, Inc. v. Forrest General Hosp.*, 34 So. 2d 1171( Miss. 2010).

Dee relied entirely upon the professional judgment of Trustmark in connection with the distributions of trust assets. Dee made substantial changes in her lifestyle and in her personal financial position in reliance upon the judgment and actions of Trustmark. Dee alleges that all the distributions which she received were requested and received in good faith in reliance upon the purported skill and expertise of Trustmark. Because Trustmark failed to adhere to its policies and procedures, it acted egregiously. Trustmark is not entitled to indemnity because of its own wrongdoing.

### **Compensation For Withholding Distributions**

Dee asserts that once Meg complained about the corpus invasion Joe Dick made to her, Trustmark abandoned its fiduciary responsibility to her and its contractual duty to the trust from which it receives an annual payment.

Dee asserts that Mississippi law requires that as soon as a trustee recognizes that it is in a conflict situation, the trustee must obtain court approval for its actions or seek the appointment of an interim trustee. Dee alleges that Trustmark failed to seek an order or authorization from the court which would have allowed it to continue making distributions to Dee during the pendency of the litigation. Dee asserts that Trustmark was negligent in taking a three year time out and Trustmark failed to properly administer the trust as it agreed to do and for which it was paid to administer. Dee alleges that Trustmark is therefore liable to Dee for the differences in what it should have distributed as a minimum to Dee from trust assets and what it did in fact distribute. Dee received \$126,000.00 and \$25,000 for attorney's fees. Thus, Dee claims that she received a total of \$151,000.00 for "lifestyle" distributions for the past three years but the \$25,000.00 of that amount was caused directly by the actions of Trustmark. Her total lifestyle distributions, accordingly, were actually \$126,000.00 for the three year period rather than the \$300,000.00

Trustmark's witness reported that Dee received for lifestyle distributions. Dee thus argues that Trustmark was negligent in failing to follow the law and that she suffered proven damages as a result of that negligence. Dee asks this Court for a judgment against Trustmark for \$174,000.00.

The Court finds that although Dee made substantial changes in her lifestyle and in her personal financial position in reliance upon the judgment and actions of Trustmark, there is still a set policy and procedure in which Trustmark must follow in order to invade the corpus. Trustmark's internal policies require that any request for a discretionary invasion be approved by the Administrative Committee. Trustmark must still go through the proper procedure for each and every transaction related to the invasion of the corpus. Thus, the Court finds that Dee's claim for a right to a corpus invasion is not well taken.

Dee has failed to provide this Court with the specifics regarding her emergencies. Likewise, Dee has not shown that Trustmark has acted unreasonably or arbitrarily in refraining from any corpus invasions during this lawsuit. Therefore, the Court finds that Dee's claim is not well taken.

### **Punitive Damages**

In order for punitive damages to be awarded, the plaintiff must demonstrate a willful or malicious wrong or the gross, reckless disregard for the rights of others. *Forge Ins. Co. v. Strickland*, 620 So. 2d 535, 540 (Miss. 1993). Punitive damages should be awarded where "the violation of a right or the actual damages sustained, import insult, fraud, or oppression and not merely injuries, but injuries inflicted in the spirit of wanton disregard for the rights of others." *Warren v. Derivaux*, 996 So.2d 729, 738 (Miss. 2008). The Supreme Court has held that another factor in determining punitive damages is whether "the conduct involved is repeated actions or was an isolated incident." *State Farm*, 538 U.S. at 419 (2002).

The frequency and amount of distribution involved in this case is staggering. Trustmark engaged in multiple breaches of fiduciary duties through Joe Dick's willful, grossly negligent and overall egregious conduct in the management of Dee's trust. The Court finds that the cumulative effect of so many breaches of fiduciary duty warrants punitive damages. The withdrawals from the principal did not begin until 2002. Because of Trustmark's reckless and egregious breaches of its fiduciary duty, Meg is hereby awarded punitive damages in the amount of \$100,000.00, plus attorneys' fees as part of the punitive damage award.

An award of \$100,000.00 is nominal considering Trustmark's egregious conduct and substantial net worth. In addition, had Meg not benefited from Trustmark's grossly negligent conduct an award of punitive damages would likely have been greater. Meg received gifts, clothing and a lavish wedding paid for by Dee from the money Dee received from the trust. Equity dictates that a plaintiff who benefits from the very acts the plaintiff alleges as egregious, the plaintiff shall not catch a windfall for such acts. Thus, because Meg benefited from Trustmark's egregious behavior the award of punitive damages is nominal.

#### **Attorneys' Fees**

Attorneys' fees shall be awarded after the Court receives an itemization of fees and expenses from Meg Weidner's attorney. Upon submittal of fees and expenses, the Court will enter a subsequent order regarding reasonable attorneys' fees.

#### **Trustmark Removed As Trustee**

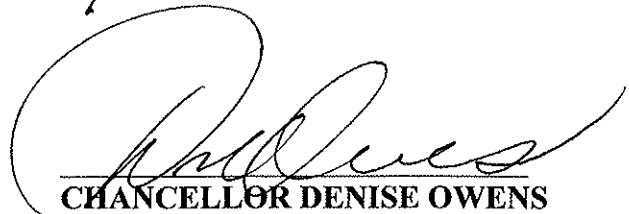
Trustmark shall be removed as Trustee as soon as another Trustee can be qualified.

**Costs**

All costs of this action are assessed to Trustmark. Trustmark's cross-claim against Meg and Erica is dismissed. They made no requests for payment and received no payments directly from the trust. All other requests for relief not addressed specifically herein are hereby **DENIED**.

**CONCLUSION**

Based on the foregoing reasons, this Court finds that the Plaintiff, Meg Weidner is entitled to relief against the Defendant Trustmark National Bank as set forth above. **SO ORDERED, ADJUDGED, and DECREED** this, the 13<sup>th</sup> day of September 2011.

  
**CHANCELLOR DENISE OWENS**