

2011 WL 705230 (Ill.Cir.) (Trial Pleading)
Circuit Court of Illinois.
County Department
Chancery Division
Cook County

Paul A. CECCHINI, individually, as trustee of the Norma A. Cecchini
Revocable Living Trust, and as next friend of Norma A. Cecchini, Petitioner,

v.

Leana M. CECCHINI, Francis M. Martinez, RBC Capital Markets, L.L.C., d/b/a RBC Wealth
Management, Comerica Bank, Norma A. Cecchini, and Janice A. Pielet, Respondents.

No. 2011-CH-06902.
February 23, 2011.

Petition for Instructions and for Other Relief

Stephen L. Tyma, P.C., 105 West Madison Street, Suite 2200, Chicago, Illinois 60602-4648, (312) 372-3920, Attorney No. 45901, Attorney for Petitione, Paul A. Cecchini, individually, as trustee of the Norma A. Cecchini Revocable Living Trust and as next friend of Norma A. Cecchini.

Petitioner Paul A. Cecchini, individually, as trustee of the Norma A. Cecchini Revocable Living Trust and as next friend of Norma A. Cecchini, states as follows:

Jurisdiction and Venue

1. Petitioner is Trustee of the Norma A. Cecchini Revocable Living Trust (“Trust”) under a trust agreement dated April 12, 1990 (the “Trust Agreement”). The Trust Agreement was amended by the settlor on February 10, 1998 and restated on or near October 3, 2000. A true and accurate copy of the Trust Agreement is attached hereto as Exhibit A. A true and accurate copy of the amendment (“Amendment”) is attached hereto as Exhibit B. A true and accurate copy of the restatement (“First Restatement”) is attached hereto as Exhibit C.
2. Petitioner is a resident of Cook County, Illinois.
3. Norma A. Cecchini is, and at all times alleged herein was, a resident of Cook County and is the settlor and primary beneficiary and was the initial trustee of the Norma A. Cecchini Revocable Living Trust. She is the mother of Petitioner and of Respondent Leana M. Cecchini.
4. Respondent Leana M. Cecchini is, and at all times alleged herein was, a resident of Chicago, Cook County, Illinois.
5. Respondent Francis M. Martinez is, and at all times alleged herein was, a resident of Rockford, Winnebago County, Illinois. He is an attorney licensed to practice law in Illinois.
6. Respondent RBC Capital Markets, L.L.C. (“RBC”) is a limited liability established under the laws of the State of Minnesota and registered to do business in Illinois. At all times alleged herein, it did business under the assumed name “RBC Wealth Management” at 500 West Madison Street, Chicago, Cook County, Illinois.

7. Respondent Comerica Bank is a banking institution for which the principal place of business is in Minneapolis, Minnesota, and it maintained and operated branches in Oakbrook Terrace, DuPage County, Illinois and Barrington, Cook County, Illinois.
8. Petitioner is informed and believes that Respondent Janice A. Piolet, a/k/a Jo Piolet, resides in Flossmoor, Cook County, Illinois.
9. This matter concerns the interpretation and application of the Trust Agreement which was created in Illinois under Illinois law and **abuse** of an **elderly** person.
10. This Court has jurisdiction over the subject matter raised in this Petition and over the individuals and entities named herein, and venue is proper in the Circuit Court of Cook County under [735 ILCS 5/2-101](#).

Common Allegations

11. Under the original Trust Agreement for the Trust, Petitioner was named as the first alternate trustee in the event that Norma A. Cecchini were to become unable to serve as trustee, and Respondent Leana M. Cecchini was named as the second alternate trustee in the event that Petitioner either was himself unable or declined to serve as trustee of the Trust.
12. Petitioner is now, and all times alleged herein has been, willing and able to serve as Trustee of the Trust and has never declined to serve as trustee of the Trust.
13. Norma A. Cecchini has also given Petitioner an unrestricted durable power of attorney for property and has in writing given Petitioner advanced directives and a power of attorney for healthcare, thus giving Petitioner in effect the authority to act as guardian of her person. A true and accurate copy of the durable power of attorney for property is appended hereto as Exhibit D. A true and accurate copy of the power of attorney for health care is appended hereto as Exhibit E.
14. Petitioner is informed and believes that Norma A. Cecchini has never revoked the Trust Agreement, the durable power of attorney or the power of attorney for healthcare alleged above, or any combination of these instruments, and that Norma A. Cecchini has never modified, restated or amended the Trust Agreement, the durable power of attorney or the power of attorney for healthcare, or any combination of these instruments, so as to diminish or remove Petitioner's authority or powers.
15. At a time unknown to Petitioner, but prior to 2003, Norma A. Cecchini, acting as trustee of the Trust, established a "wealth management account" at Respondent RBC.
16. At all times alleged herein, Respondent Janice A. Piolet was the account executive at Respondent RBC for the account described in ¶ 15 above.
17. Respondent Francis M. Martinez had a relationship of a nature unknown to Petitioner with Respondent Janice A. Piolet. Petitioner is informed and believes that that relationship included Respondent Janice A. Piolet's functioning as the account executive and investment advisor for Respondent Francis M. Martinez.
18. The provision for trustee succession set out in ¶ 11 was not modified in the Amendment.
19. In the First Restatement, the procedure for Petitioner to begin to function as alternate trustee as alleged in ¶ 11 was restated.
20. In early 2007, Norma A. Cecchini began to have a number of transient ischemic attacks and seizures in her brain which diminished her capacity to manage her own affairs, and by October 2008, Norma A. Cecchini was, in the opinion of her treating neurologist, no longer competent to manage her affairs. Norma A. Cecchini has required attendant care twenty-four hours a day, seven days a week since May 11, 2009.

21. Petitioner has managed Norma A. Cecchini's affairs and care since prior to July 2007.

22. Prior to July 2007, Respondent Leana M. Cecchini knew that Norma A. Cecchini's mental condition was unstable and that, while she had lucid intervals, Norma A. Cecchini had begun to lose her competency to manage her own affairs.

23. During Norma A. Cecchini's hospitalization in July 2007 for a severe transient ischemic attack, Respondent Leana M. Cecchini entered Norma A. Cecchini's home at 3355 North Plainfield Avenue, Chicago, Illinois and removed the original copy of Norma A. Cecchini's will and jewelry and other personal property and obtained materials and information necessary to gain access to a safety deposit box which Norma A. Cecchini maintained without Petitioner but with Respondent Leana M. Cecchini.

24. With the exception of the will, all of the other property contained in the safety deposit box described in ¶ 23 above constitute part of the *res* of the trust.

25. Petitioner is informed and believes that, on or near July 26, 2007, Respondent Leana M. Cecchini opened up a new safety deposit box at the same institution from that described in ¶ 23 above in her name with that of her mother and transferred the contents of the first safety deposit box to the second. Respondent Leana M. Cecchini has refused to account to Petitioner for the property taken in this fashion and has failed to return it to Petitioner's control.

26. Beginning in 2009, Respondents Leana M. Cecchini and Francis M. Martinez began to take steps to frustrate Petitioner's role as successor trustee of the Trust. Respondent Francis M. Martinez advised Respondent Leana M. Cecchini on ways in which she could manipulate Norma A. Cecchini to speak with, among others, Respondent Janice A. Piolet to make it appear that Norma A. Cecchini was competent and could make decisions regarding her financial affairs after October 2008.

27. At a time unknown to Petitioner but which Petitioner is informed and believes is sometime prior to April 2010, Respondent Leana M. Cecchini approached Respondent Francis M. Martinez and asked that he assist her in her efforts to move property away from Petitioner's access, and Martinez agreed to provide that assistance.

28. Thereafter, at times and in a manner unknown to Petitioner, Respondent Francis M. Martinez advised Respondent Leana M. Cecchini on methods to move property within the scope of the Trust away from Petitioner's control or access.

29. On or near April 25, 2010, Respondent Leana M. Cecchini arranged to have Norma A. Cecchini's 2000 Lexus ES300 towed from Norma A. Cecchini's home at 3355 North Plainfield Avenue, Chicago, Illinois.

30. Petitioner is informed and believes that Respondent Leana M. Cecchini sold Norma A. Cecchini's 2000 Lexus ES300 and retained the proceeds of the sale.

31. Respondent Leana M. Cecchini has failed to account to Petitioner or to Norma A. Cecchini for Norma A. Cecchini's 2000 Lexus ES300 or for the proceeds of sale of the automobile.

32. On or near August 4, 2010, Petitioner exercised the provisions in the First Restatement for assuming responsibility as replacement trustee for the Trust.

33. On or near August 19, 2010, without the knowledge or consent of Petitioner, Respondent Janice A. Piolet authorized two payments to Respondent Francis M. Martinez, one for \$2,000.00, which was made to Respondent Francis M. Martinez on or near September 1, 2010, and the other for \$20,000.00, which was made to Respondent Francis M. Martinez on or near September 2, 2010.

34. The first of the transfers described in ¶ 33 above was later reversed, and Petitioner is informed and believed that the first transfer was reversed because Respondent Janice A. Pielet mistakenly set up what was to have been a \$20,000.00 transfer as a transfer of \$2,000.00.

35. When Petitioner learned about the transfers described in ¶33 above and challenged Respondents Janice A. Pielet and Francis M. Martinez about them, Respondents Janice A. Pielet and Francis M. Martinez attempted to explain the payments as compensation for legal services performed by Respondent Francis M. Martinez as attorney for Norma A. Cecchini which were initiated by Norma A. Cecchini herself.

36. Petitioner is informed and believes that the transfers described in ¶33 above were actually set up by Respondents Leana Cecchini and Francis Martinez, who coached and rehearsed Norma A. Cecchini to make it appear that she was competent to authorize those transfers, with the assistance of Respondent Janice Pielet.

37. Petitioner is informed and believes that Respondent Janice Pielet knew or had reason to know that Respondents Leana Cecchini and Francis Martinez coached and rehearsed Norma A. Cecchini to make it appear that she was competent to authorize the transfers described in ¶33 above.

38. Norma A. Cecchini never retained Respondent Francis M. Martinez as her attorney prior to October 2008 and since that time has lacked the competency to retain an attorney.

39. On or near August 20, 2010, Petitioner notified Respondent Janice A. Pielet at her office at Respondent RBC that he had obtained the opinion of Norma A. Cecchini's treating neurologist to the effect that Norma A. Cecchini was not competent to manage her own affairs and that he had exercised the provisions for his succession as trustee of the Trust.

40. Respondent Janice A. Pielet refused to recognize Petitioner as successor trustee of the Trust and informed Petitioner that she would not recognize his succession as trustee without a court order.

41. Petitioner is informed and believes that Respondent Janice A. Pielet refused to recognize Petitioner's succession as trustee in order to permit Respondents Leana M. Cecchini and Francis M. Martinez to move the res of the Trust beyond Petitioner's access.

42. On December 7, 2010, Petitioner learned for the first time that the money and personal property which were retained by Respondent RBC on behalf of the Trust and for which Respondent Janice A. Pielet was the account executive at Respondent RBC were transferred out of Respondent RBC to Respondent Comerica Bank at its Minneapolis, Minnesota facility, which is located in the same building as are the United States headquarters for Royal Bank of Canada and its wholly owned subsidiary, Respondent RBC.

43. At the beginning of November 2010, the opening balance in the Trust's account at Respondent RBC was \$550,858.36 and the ending balance was \$206.14. Petitioner has since learned that the Trust account at Respondent RBC has been closed, as a statement for the account for December 2010 shows the account to have a zero dollar balance.

44. Petitioner has demanded in writing that Respondent Comerica Bank return the Trust property to his custody and control in his capacity as successor trustee, and Comerica has failed to respond to that demand.

45. Petitioner is informed and believes that Respondent Francis M. Martinez has an established relationship with Comerica Bank and used that relationship to assist Respondent Leana M. Cecchini to remove property belonging to the Trust or to Norma A. Cecchini from beyond the control or access of Petitioner.

46. Petitioner is informed and believes that Respondents Francis M. Martinez and Leana M. Cecchini have either engineered an apparent modification or restatement of the Trust by manipulating Norma A. Cecchini to execute the documents necessary

to effect such modification or restatement or have manipulated the actions of Norma A. Cecchini to create the appearance that she is competent to authorize the transfer of Trust property out of Respondent RBC to Respondent Comerica Bank when in fact she is not.

47. In order to create the appearance of regularity to the transfer of Trust property as alleged above, Respondent Leana M. Cecchini has represented to Respondents Francis M. Martinez, Janice A. Pielet, RBC and Comerica Bank that Petitioner has breached his fiduciary duties as trustee of the Trust, has misapplied property and money belonging to the Trust, and has manipulated Norma A. Cecchini into creating an estate plan which favors Petitioner over Respondent Leana M. Cecchini.

48. Respondent Leana M. Cecchini knew that the representations of Petitioner's breach of fiduciary duty and undue influence alleged in ¶ 47 above were false when they were made.

49. Respondents Francis M. Martinez and Janice A. Pielet knew or had reason to know that the representations of Petitioner's breach of fiduciary duty and undue influence alleged in ¶ 47 above were false when they were made.

50. Petitioner is informed and believes that Respondent Leana M. Cecchini has undertaken to change the structure of ownership of real estate which was formerly held in the name of Norma A. Cecchini and her late husband, of Norma A. Cecchini individually, or of the Trust or to restate or amend the Trust Agreement for the Trust. These changes, restatements or amendments require the consent of Norma A. Cecchini because they were all initiated after October 2008, and Norma A. Cecchini is not competent to give such consent.

51. Norma A. Cecchini is not competent to recognize that the actions of Respondent Leana M. Cecchini are inconsistent with the terms of the Trust and so cannot herself ask for the kind of relief which is necessary to confirm the illegality of Respondents' conduct.

52. Petitioner is informed and believes that Respondent Leana M. Cecchini has taken steps which purport to modify the estate plan and Last Will and Testament of Norma A. Cecchini to make her the sole legatee and to remove Petitioner as a legatee.

53. Petitioner is informed and believes that no other person has authority to act with respect to the Trust and with respect to the person of Norma A. Cecchini.

54. As a result of the movement of the res of the Trust, Petitioner has no access to funds or property with which to support Norma A. Cecchini or to meet the financial obligations incurred in her care.

COUNT I

Instrucions, Appointment of a Guardian, and Accounting

55. Petitioner incorporates by this reference the allegations made in 1 through 54 above and restates the same as though they were fully set out here word-for-word as paragraph 55 of this Count I.

For the foregoing reasons, Petitioner Paul A. Cecchini, as trustee of the Norma A. Cecchini Revocable Living Trust and as next friend of Norma A. Cecchini, requests that the Court:

A. Appoint a competent and disinterested person to act as *guardian ad litem* of Norma A. Cecchini, and instruct such *guardian ad litem* to file his or her appearance, answer and such other pleadings as may be necessary to represent the estate and interests of Norma A. Cecchini competently and thoroughly;

- B. Construe the Trust Agreement, Restatement and Amendment as controlling and instruct Petitioner as Trustee as to the proper distribution of the principal and income of the Trust;
- C. Approve all the Petitioner's actions taken to date in the administration of the Trust, including Petitioner's account;
- D. Enter an order rescinding any purported amendment, restatement or revocation of the Trust which has been made in the name of Norma A. Cecchini after October 2008;
- E. Enter an order rescinding the transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Comerica Bank and to any subsequent transferee from Comerica Bank;
- F. Enter an order rescinding the transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Francis M. Martinez and to any subsequent transferee from Respondent Francis M. Martinez;
- G. Enter an order recognizing Petitioner as successor trustee of the Trust;
- H. Instruct the Trustee to pay from the Trust Petitioner's expenses, attorneys' fees, and other costs of this litigation as the Court deems reasonable and proper and that the Court instruct the Trustee as to the proper allocation of such commissions, fees, and costs among the income and principal of the Trust;
- I. Instruct the Trustee to pay from the Trust such attorneys' fees, if any, and other costs of this litigation, if any, for such other parties, including guardian ad litem, as the Court deems reasonable and proper, and that the Court instruct the Trustee as to the proper allocation of such fees and costs among the income and principal of the Trust;
- J. Tax the attorney's fees, costs and expenses paid from the Trust as prayed for herein to so many of the Respondents as the Court deems to be responsible for the actions alleged herein; and
- K. Grant such additional relief as the Court deems equitable and appropriate under the circumstances.

COUNT II

Rescission (in the Alternative)

56. Petitioner incorporates by this reference the allegations made in paragraphs 1 through 54 above and restates the same as though they were fully set out here word-for-word as paragraph 56 of this Count II.

57. Any purported amendment, restatement, or revocation of the Trust Agreement which has been made after October 2008 and which purports to have been made with the consent or on the authority of Norma A. Cecchini is void for having been made when Norma A. Cecchini was legally incompetent.

58. Had Petitioner been aware of the transfer of property and money belonging to the Trust as alleged in ¶¶ 33, 42 and 43 above, Petitioner would have taken such steps as would have stopped or prevented such transfer.

For the foregoing reasons, Plaintiff Paul A. Cecchini, as Trustee of the Norma A. Cecchini Revocable Living Trust and next friend of Norma A. Cecchini, respectfully requests that this Court find that Norma A. Cecchini was legally incompetent to amend the Trust Agreement, as restated and amended, after October 2008 or to make testamentary disposition of her property, that the Court rescind and set aside any amendment to, revocation of, or restatement of the Trust Agreement and hold the same to be of no force and effect, that the Court restore the status of the Trust Agreement to that maintained under the Trust Agreement,

as modified, amended and restated, prior to October 2008, that the Court award Petitioner his costs and attorneys' fees, and that the Court grant such other relief as it deems equitable and just under the circumstances.

COUNT III

Financial Exploitation of an **Elderly** Person

59. Petitioner incorporates by this reference the allegations made in paragraphs 1 through 54 above and restates the same as though they were fully set out here word-for-word as paragraph 59, 71 of this Count III.

60. At all times alleged herein, there was and is in full force and effect the following statutory provision:

A person commits the offense of financial exploitation of an **elderly** person or a person with a disability when he or she stands in a position of trust or confidence with the **elderly** person or a person with a disability and he or she knowingly and by deception or intimidation obtains control over the property of an **elderly** person or a person with a disability or illegally uses the assets or resources of an **elderly** person or a person with a disability. The illegal use of the assets or resources of an **elderly** person or a person with a disability includes, but is not limited to, the misappropriation of those assets or resources by undue influence, breach of a fiduciary relationship, fraud, deception, extortion, or use of the assets or resources contrary to law.

[720 ILCS 5/16-1.3\(a\)](#).

61. Norma A. Cecchini is an **elderly** disabled person within the meaning of [720 ILCS 5/16-1.3\(b\)](#).

62. Respondent Leana M. Cecchini is an adult child of Norma A. Cecchini and is “a person [who] stands in a position of trust and confidence with an **elderly** or disabled person” within the meaning of [720 ILCS 5/16-1.3\(c\)](#).

63. Respondents Francis M. Martinez and Janice A. Piolet knew that Respondent Leana M. Cecchini stands in a position of trust and confidence with Norma A. Cecchini and that Norma A. Cecchini is an **elderly**, disabled person.

64. At a time and in a manner unknown to Petitioner, Respondents Francis M. Martinez and Janice A. Piolet agreed to provide, and provided, material support to Respondent Leana M. Cecchini in her efforts to remove the res of the Trust from Petitioner's control as Trustee of the Trust.

65. As a direct and proximate result of the formation and implementation of the agreement among Respondents Francis M. Martinez, Janice A. Piolet and Leana M. Cecchini, the res of the trust has been removed from Petitioner's control, and Petitioner is informed and believes that Respondent Leana M. Cecchini now has control of the res of the Trust.

66. Notwithstanding the removal of the res of the Trust, from Petitioner's control or access, the financial obligations for care and support of Norma A. Cecchini remain and are sent to the attention of Petitioner.

67. Petitioner is informed and believes that Respondent Leana M. Cecchini has made no arrangements for meeting the financial obligations for care and support of Norma A. Cecchini.

68. The actions of Respondents Francis M. Martinez, Janice A. Piolet and Leana M. Cecchini constitute financial exploitation and **abuse** of an **elderly** disabled person within the meaning and scope of [720 ILCS 5/16-1.3](#).

69. Respondent Janice A. Piolet provided her assistance to the efforts involving Respondents Francis M. Martinez and Leana M. Cecchini in her capacity as an employee of Respondent RBC.

70. Norma A. Cecchini is not herself capable of bringing a challenge to the actions of Respondents Francis M. Martinez, Janice A. Piolet and Leana M. Cecchini.

For the foregoing reasons, Plaintiff Paul A. Cecchini, as next friend of Norma A. Cecchini, respectfully requests that this Court

A. Find that Norma A. Cecchini was legally incompetent to amend the Trust Agreement, as restated and amended, after October 2008 or to make testamentary or other disposition of her property, whether such property consists of a beneficial interest in the Trust or otherwise;

B. Rescind and set aside any amendment to, revocation of, or restatement of the Trust Agreement and hold the same to be of no force and effect;

C. Restore the status of the Trust Agreement to that maintained under the Trust Agreement, as modified, amended and restated, prior to October 2008;

D. Enter an order rescinding the transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Comerica Bank and to any subsequent transferee from Comerica Bank;

E. Enter an order rescinding the transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Francis M. Martinez and to any subsequent transferee from Respondent Francis M. Martinez;

F. Freeze the assets of the Trust and of Norma A. Cecchini and prohibit the sale, gifting, transfer, or wasting of the assets of the Trust and of Norma A. Cecchini, both real and personal, owned by, or vested in, the Trust or in Norma A. Cecchini, without the express permission of the Court;

G. Award Petitioner his costs and attorneys' fees; and

H. Grant such other relief as the Court deems to be equitable and just under the circumstances.

COUNT IV

Declaratory Judgment

71. Petitioner incorporates by this reference the allegations made in paragraphs 1 through 54 above and restates the same as though they were fully set out here word-for-word as paragraph 71 of this Count IV.

72. [Section 2-701 of the Illinois Code of Civil Procedure](#) provides as follows, in pertinent part:

(a) No action or proceeding is open to objection on the ground that a merely declaratory judgment or order is sought thereby. The court may, in cases of actual controversy, make binding declarations of rights, having the force of final judgments, whether or not any consequential relief is or could be claimed, including the determination, at the instance of anyone interested in the controversy, of the construction of any statute, municipal ordinance, or other governmental regulation, or of any deed, will, contract or other written instrument, and a declaration of the rights of the parties interested. The foregoing enumeration does not exclude other cases of actual controversy. The court shall refuse to enter a declaratory judgment or order, if it appears that the judgment or order, would not terminate the controversy or some part thereof, giving rise to the proceeding. In no event shall the court entertain any action or proceeding for a declaratory judgment or order involving any political question where the defendant is a State officer whose election is provided for by the Constitution; however, nothing herein shall prevent the court from entertaining any such action or proceeding for a declaratory judgment or order if such question also involves a constitutional convention or the construction of a statute involving a constitutional convention.

(b) Declarations of rights, as herein provided for, may be obtained by means of a pleading seeking that relief alone, or as incident to or part of a complaint, counterclaim or other pleading seeking other relief as well, and if a declaration of rights is the only relief asked, the case may be set for early hearing as in the case of a motion.

[735 ILCS 5/2-701.](#)

73. There is an actual controversy as to whether Petitioner is the successor trustee under the Trust Agreement as restated and amended and as to whether any of the parties is required to follow the direction of Petitioner with respect to the property held in trust.

74. There is an actual controversy as to whether Petitioner has the sole authority to act on behalf of Norma Cecchini and as to whether Norma Cecchini is competent to manage her own affairs and to make decisions concerning her person and her care.

For the foregoing reasons, Petitioner Paul A. Cecchini, individually and as next friend of Norma A. Cecchini, requests that the Court:

A. Appoint a competent and disinterested person to act as *guardian ad litem* of Norma A. Cecchini, and instruct such *guardian ad litem* to file his or her appearance, answer and such other pleadings as may be necessary to represent the estate and interests of Norma A. Cecchini competently and thoroughly;

B. Declare that Norma A. Cecchini has not been competent to manage her own affairs since October 2008;

C. Declare that Petitioner alone has sole authority as successor trustee of the Norma A. Cecchini Revocable Living Trust with respect to the property of the Trust;

D. Declare that any purported amendment, restatement or revocation of the Trust which has been made in the name of Norma A. Cecchini after October 2008 or any disposition of property of the Trust which purportedly has been made by or on the authority of Norma A. Cecchini after October 2008;

E. Declare that any transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Comerica Bank and to any subsequent transferee from Comerica Bank after October 2008 which has not been authorized by Petitioner is invalid and of no legal effect;

F. Declare that the transfer of any property belonging to the Trust or to Norma A. Cecchini from Respondent RBC to Respondent Francis M. Martinez and to any subsequent transferee from Respondent Francis M. Martinez after October 2008 which has not been authorized by Petitioner is invalid and of no legal effect;

G. Declare that Petitioner has validly and properly given notice that he is successor trustee of the Trust;

H. Instruct the Trustee to pay from the Trust Petitioner's expenses, attorneys' fees, and other costs of this litigation as the Court deems reasonable and proper;

I. Tax the attorney's fees, costs and expenses paid from the Trust as prayed for herein to so many of the Respondents as the Court deems to be responsible for the actions alleged herein; and

J. Grant such additional relief as the Court deems equitable and appropriate under the circumstances.

Dated: February 22, 2011

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