

Georgia State University College of Law
Reading Room

Georgia Business Court Opinions

8-5-2021

**The Nancy Johnson Family Trust et al., Order on Petitioner's
Motion to Approve Settlement**

Kelly Lee Ellerbe

Judge, Superior Court of Fulton County, Metro Atlanta Business Case Division

Follow this and additional works at: <https://readingroom.law.gsu.edu/businesscourt>



Part of the [Law Commons](#)

Institutional Repository Citation

Kelly L. Ellerbe, *The Nancy Johnson Family Trust et al., Order on Petitioner's Motion to Approve Settlement*, Georgia Business Court Opinions 521 (2021)
<https://readingroom.law.gsu.edu/businesscourt/521>

This Court Order is brought to you for free and open access by Reading Room. It has been accepted for inclusion in Georgia Business Court Opinions by an authorized administrator of Reading Room. For more information, please contact gfowke@gsu.edu.

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

**TAMARA MILES OGIER, as and only
as Successor Trustee of The Nancy
Johnson Family Trust, and The Dennis
Johnson Family Trust,**

Petitioner,

v.

**NANCY JOHNSON, NICOLE
TAYLOR, SHANNON JOHNSON and
DAVID JOHNSON,**

Respondents.

CASE NO. 2020CV339381

Referencing Civil Action File No.
2017CV296139

**ORDER ON PETITIONER'S MOTION TO APPROVE SETTLEMENT, TO
TERMINATE THE TRUSTS, AND TO RELIEVE PETITIONER FROM
OFFICE AND LIABILITY**

This matter comes before the Court on Petitioner's Motion to Approve Settlement, to Terminate the Trusts, and to Relieve Petitioner from Office and Liability, filed May 12, 2021 ("Motion"). Having reviewed the record and the submissions of counsel and having considered evidence and argument during an August 4, 2021 hearing, the Court enters the following order.

1. FINDINGS OF FACT

1.1 The Underlying Trusts and Welcome to Paradise, LLC

This matter concerns a number of related companies and trusts involving Nancy Johnson and Dennis Johnson and their three adult children: Nicole Taylor,

David Johnson, and Shannon Johnson.¹ (Pet., ¶¶ 5-12; Mot., Ex. B, ¶ 1.1; Ex. C, ¶ 1.1.) Welcome to Paradise, LLC (“WTP”) owned and operated two pizza restaurants, one in Dothan, Alabama and one in Woodstock, Georgia. (Id., ¶ 13.) Ownership of WTP was split equally between Nancy and Dennis Johnson. (Id., ¶¶ 11-12.) On October 25, 2011 Nancy Johnson formed the Nancy Johnson Family Trust (the “NJ Trust”) and Dennis Johnson formed the Dennis Johnson Family Trust (the “DJ Trust”) (collectively the “Trusts”). (Id., ¶ 6.) Each placed their 50% interest in WTP into their respective Trusts. (Id., ¶ 12.) Respondent Nicole Taylor and her non-party spouse, Kevin Taylor, served as Trustees for the Trusts and as Managers for WTP. (Id., ¶ 14.) Nancy Johnson is a beneficiary of the NJ Trust and her above-identified children are beneficiaries of both Trusts. (Id., ¶¶ 7-10.) Dennis Johnson died February 10, 2015, and Nancy Johnson serves as the Executor of his Estate. (Ogier Test.; Pl. Hr’g Ex. 1.)

On June 19, 2013, Nancy Johnson entered into a Loan and Security Agreement with WTP whereby she loaned the business money and received a

¹ In outlining the facts, the Court notes that Respondents Nancy Johnson and Shannon Johnson have admitted all of the allegations of the Petition but for the jurisdictional allegations concerning Respondents David Johnson and Nicole Taylor. (Pet., ¶¶ 1-2; Nancy Johnson Answer, ¶¶ 1-2; Shannon Johnson Answer, ¶¶ 1-2.) Although Respondent David Johnson signed an Acknowledgment of Service, filed on March 10, 2021, he filed no response to the Petition such that he has admitted all of its “well-pled factual allegations . . . and the fair inferences and conclusions of fact that can be drawn from those allegations.” Pure Hosp. Sols, Inc. v. Canouse, 347 Ga. App. 592, 595-596 (2018). During the August 4, 2021 hearing, Respondent Nicole Taylor withdrew all denials found within her Answer to the Petition. A Verification of the Petition was filed on August 3, 2021. Finally, during the August 4, 2021 hearing, the Successor Trustee offered sworn, uncontested testimony and also offered documentary evidence that was admitted without objection. That documentary evidence was subsequently filed on the record. (Not. of Filing Ex. 1-6, entered August 4, 2021.)

security interest in all of WTP's assets. (Pet., ¶ 31(1); Ogier Test.) In the ensuing years, Nancy Johnson and Shannon Johnson came to suspect that Taylor and her husband were diverting assets for their own benefit that properly belonged to the Trusts and WTP. (Pet., ¶ 15.)

1.2 *The Georgia Action*

On October 4, 2017, Nancy and Shannon Johnson filed an action in the Fulton County Superior Court against Nicole Taylor and her husband which was subsequently transferred into the Metro Atlanta Business Case Division, Nancy Johnson, individually, as Executor of the Estate of Dennis L. Johnson, and as Beneficiary of the Nancy Johnson Family Trust, Shannon Johnson, as a Beneficiary of the Dennis Johnson Family Trust, The Dennis and Nancy Johnson Charitable Remainder Unitrust, the Dennis L. and Nancy S. Johnson Family Foundation, Inc. and DNJ Investments, LLC v. Kevin Taylor, individually, and as Trustee of the Nancy Johnson Family Trust and Trustee of the Dennis Johnson Family Trust, and Nicole Taylor, individually, and as Trustee of the Nancy Johnson Family Trust and Trustee of the Dennis Johnson Family Trust, Case No. 2017CV296139 (the "Georgia Action").²

² With regard to its discussion of the Georgia Action, the Court notes, "a trial court may take judicial cognizance . . . of records on file in its own court." In re E.N.R., 323 Ga. App. 815, n. 6 (2013) citing Petkas v. Grizzard, 252 Ga. 104, 108 (1984).

Over the course of the Georgia Action, different sanction orders were entered against Nicole Taylor and her husband based upon their continuing discovery lapses. The court presiding over the Georgia Action: (1) struck the Taylors' Verified Answer and Counterclaim on April 2, 2019, (2) entered a default judgment against the Taylors as to liability on September 12, 2019, and (3) issued an order prohibiting the Taylors from challenging the Plaintiffs' damage evidence on May 15, 2020. On June 18, 2020, after a bench trial, a substantial judgment totaling several million dollars was entered against Nicole Taylor and her husband for violations of Georgia's RICO statute, breaches of trust, breaches of fiduciary duty, and conversion/theft. The judgment was apportioned among the various plaintiffs in the Georgia Action. Under that apportionment, Nancy Johnson, individually, Shannon Johnson, individually, and the DJ Trust each received multi-million dollar judgments against Nicole Taylor and her husband. The principal amount of the judgment awarded to the DJ Trust was \$3,426,792.96. The entire judgment was recently affirmed by the Georgia Court of Appeals, and a remittitur has been entered.

1.3 The Alabama Action

On January 10, 2019, while discovery was proceeding in the Georgia Action, Nancy Johnson and South Oates Holdings, LLC, a single member limited liability corporation she controlled, filed suit against WTP and Dothan Guest Management Holdings, LLC ("DGMH"), in the Circuit Court of Houston County, Alabama, South

Oates Holdings, LLC and Nancy Johnson v. Welcome to Paradise, LLC and Dothan Guest Management Holdings, LLC, Case No. CV 19-900013 (the “Alabama Action”). (Pet., ¶ 18; Ogier Test.) DGMH is “wholly owned by WTP and owns a parcel of real property” which serves as a parking area for the Alabama restaurant location. (Pet., ¶ 30(1)(b); Ogier Test.) In the Alabama Action, Nancy Johnson claimed WTP had defaulted under the 2013 Loan and Security Agreement, leaving an alleged past-due loan balance exceeding \$2.1 million. (Ogier Test.) The court presiding over the Alabama Action granted Nancy Johnson a temporary restraining order allowing her to take over management of WTP’s Dothan, Alabama restaurant which she continues to operate. (Pet. ¶ 18; Ogier Test.; Pl. Hr’g Ex. 2.) The Alabama action remains pending. (Ogier Test.)

1.4 The Successor Trustee Determines WTP is Insolvent.

In May of 2019, while the Georgia Action and Alabama Action were both pending, all the beneficiaries of the NJ Trust and DJ Trust designated Petitioner as Successor Trustee, and she accepted those roles on May 20, 2019. (Pet., ¶¶ 24-25; Pl. Hr’g Ex. 3-4.) Shortly thereafter, Nicole Taylor and her husband formally resigned as managers of WTP. (Pet., ¶ 26; Pl. Hr’g Ex. 5.) The Operating Agreement of WTP was then amended to reflect that the company would be member-managed, making the Successor Trustee WTP’s de facto manager. (Ogier Test., Pl. Hr’g Ex. 6.)

The Successor Trustee alleges that after accepting her roles and investigating the status of the Trusts, she found WTP was in severe financial distress with numerous outstanding liabilities and other obstacles to its continued restaurant operations. (Pet., ¶¶ 27-29.)³ Despite significant efforts to “salvage” the business, the landlord was unwilling to extend the restaurant’s lease, and the Successor Trustee made the decision to close WTP’s Georgia location. (Pet., ¶ 29; Ogier Test.)

The Successor Trustee determined the primary liability of WTP is the loan debt it owes Nancy Johnson pursuant to the 2013 Loan Security Agreement which the Successor Trustee has calculated to exceed \$2.13 million, not including interest. (Pet., ¶ 31, Ex. B, p. 2; Ogier Test.) As outlined in § 1.3, immediately above, this loan debt is at issue in the Alabama Action. WTP’s additional liabilities, as determined by the Successor Trustee, include a small judgment of approximately \$20,000 obtained by the Performance Food Group, Inc., various liens, taxes and fees owed to governmental entities, and numerous debts owed to various vendors. (Pet., ¶ 31, Ex. A.)

The Successor Trustee has determined that, by far, the primary asset of the Trusts is the portion of the judgment in the Georgia Action awarding approximately \$3.4 million in damages to the DJ Trust. (*Id.*, ¶¶ 22-23, 30; Ogier Test.) However,

³ The Petition has an additional paragraph between ¶¶ 27 and 28 that was inadvertently numbered as a second ¶ 19.

based upon the collection efforts Nancy Johnson has pursued thus far, the Successor Trustee has determined that the likelihood of collecting that judgment is slim and such efforts would not justify the associated costs which the Successor Trustee has no means to fund. (Pet., ¶ 32; Ogier Test.)

Among the other assets of the Trusts, the Successor Trustee has listed claims for the disgorgement of attorney's fees that were paid with the Trusts' assets on behalf of Nicole Taylor and her husband. (Pet., ¶ 30(3); Ver. Suppl., pp. 2-3.) The Successor Trustee has informed the Court that there are potentially five such disgorgement claims with the largest such claims amounting to approximately \$101,000.00 and \$40,000.00. (Ver. Suppl., pp. 2-3.) The Successor Trustee has described the remaining three claims as seeking amounts insufficient to justify their collection expense. (Id., p. 3.) The Successor Trustee has determined that liability for these disgorgement claims has or likely will be strongly disputed and would necessitate significant legal expense to pursue with uncertain prospects for a significant recovery. (Id.)

After comparing its assets and liabilities, the Successor Trustee determined that WTP is "hopelessly insolvent." (Pet. ¶ 32.) In evaluating the future prospects for the Trusts, the Successor Trustee considered seeking bankruptcy protection for WTP; however, she concluded that the best option for WTP and the Trusts would be to enter into a settlement agreement with Nancy Johnson that would resolve the

Alabama Action and lead to the terminations of the Trusts (the “Settlement Agreement”). (Pet., ¶ 33, Ex. B, ¶ 2(d)-(e).)

1.5 The Proposed Settlement with Nancy Johnson

According to the terms of that Settlement Agreement, Nancy Johnson would pay the Successor Trustee \$125,000 in exchange for the assets of the Trusts, the assets of WTP, and the land owned by DGMH, with such assets to include any claims against Nicole Taylor and her husband. (Pet., Ex. B, ¶¶ 1 (a), 2.) As for the settlement proceeds, \$35,000 would be allocated to the NJ Trust, \$35,000 would be allocated to the DJ Trust, and \$55,000 would be allocated to WTP for the assets of WTP and the land owned by DGMH. (*Id.*, ¶ 1(b).) The Settlement Agreement also contains mutual releases of the Successor Trustee, WTP, DGMH, Nancy Johnson, the Estate of Dennis Johnson, Shannon Johnson, and South Oates Holdings, LLC which are wide-ranging but specifically exclude the release of any claims against Nicole Taylor, her husband, and any of their affiliates, assigns, or representatives. (*Id.*, ¶ 4.) As part of the Settlement Agreement, beneficiary Nancy Johnson would agree not to object to the termination of the Trusts or the release of the Successor Trustee from her office and any corresponding liabilities. (*Id.*, ¶ 2(e).)

2. PROCEDURAL HISTORY

On August 7, 2020, the Successor Trustee filed the instant Petition wherein she described the Settlement Agreement and very generally set forth her plans for

use of the settlement proceeds. (Pet., ¶¶ 33-36, Ex. B.) However, the Successor Trustee does not anticipate there being sufficient settlement proceeds to pay all the liabilities of the Trusts and WTP and contends it would be uneconomical and financially burdensome to continue the Trusts. (Id., ¶ 33.) Thus, the Successor Trustee requested that, once the settlement proceeds have been disbursed, the Trusts be terminated and, upon their termination, she be released from all liability. (Id., ¶ 42.)

As noted above, despite acknowledging service of the Petition and summons David Johnson failed to file responsive pleadings or otherwise appear in the proceedings. Accordingly, he has admitted all the well-pled factual allegations of the complaint and any reasonable inferences that would arise from those allegations. See n. 1, *supra*. The other Respondents -- Nancy Johnson, Shannon Johnson, and Nicole Taylor -- filed timely answers to the Petition.

On May 12, 2021, the Successor Trustee filed the instant Motion which formally requested the relief sought in her Petition and supplied the Court with some additional information. In a notice filed June 26, 2021, Nancy Johnson and Shannon Johnson expressly consented to the relief sought in the Motion. Nicole Taylor failed to file a timely response to the Motion.

On July 6, 2021, the Court directed the Successor Trustee to supplement her Motion with information regarding the assets and liabilities of the Trusts, including

but not limited to more specific information about the amount of their administrative expenses. The Court also requested the Successor Trustee to file a “notarized verification for the statements made in the underlying Petition.” (Ord. and Not. of Hr’g, entered July 6, 2021, p. 2.) On July 20, 2021, the Successor Trustee filed a supplement to her Motion (“Supplement”). The Supplement included generalized statements and estimates about the amounts of administrative expenses owed by the Trusts with no underlying documentation. (Ver. Suppl., pp. 4-5.) The Supplement included a sworn verification of the allegations found in the Supplement but not those found in the underlying Petition. The Successor Trustee filed a Verification of the underlying Petition on August 3, 2021. The Court conducted an evidentiary hearing on August 4, 2021 with all parties appearing. See n. 1, *supra*.

3. STANDARD OF REVIEW

First, the Successor Trustee’s Petition seeks declaratory relief addressing her ability to enter into a settlement agreement on behalf of the Trusts that would lead to their termination.

The general power of a trial court to issue declaratory relief is found in O.C.G.A. § 9-4-2. Under subsection (b) of that statute, “a declaratory judgment is authorized when there are circumstances showing a necessity for a determination of the dispute to guide and protect the plaintiff from uncertainty and insecurity with regard to the propriety of some future act or conduct, which is properly incident to

his alleged rights and which if taken without direction might reasonably jeopardize his interest.” GeorgiaCarry.Org., Inc. v. Bordeaux, A21A0833, 2021 WL 3087575, at *2–3 (Ga. Ct. App. July 22, 2021) citing Baker v. City of Marietta, 271 Ga. 210, 214 (1999).

O.C.G.A. § 9-4-4 provides more specific direction regarding the use of declaratory judgments to aid in the administration of trusts and estates. In pertinent part, O.C.G.A. § 9-4-4(a)(2) provides that a trustee may seek a declaratory judgment, “to do or abstain from doing any particular act in his or her fiduciary capacity.” Subsection (a)(4) of the statute further provides a trustee may seek a declaratory judgment, “[t]o determine any question arising” in the trust’s administration.

In addition to declaratory relief, the Petitioner also seeks court approval to resign as trustee as well as a corresponding release for all actions she has taken as trustee prior to her resignation. These questions are addressed in O.C.G.A. § 53-12-220. Subsection (a)(1) allows a trustee to resign, “[i]n the manner and under the circumstances described in the trust instrument” and subsection (a)(3) allows such a resignation, “[u]pon a trustee’s petition to the court.” In approving a trustee’s resignation, “the court may issue orders and impose conditions reasonably necessary for the protection of the trust property.” O.C.G.A. § 53-12-220(b).

As concerns the liability of a trustee, the statute further provides, “[t]he resignation of a trustee shall not relieve such trustee from liability for any actions

prior to the resignation except to the extent such trustee is relieved by the court in the appropriate proceeding or to the extent relieved by the trust instrument.” O.C.G.A. § 53-12-220(c).

4. ANALYSIS

In analyzing this Motion, the Court has reviewed the pertinent provisions of the documents creating the Trusts (“Trust Agreements”). (See generally, Motion, Ex. B and C.) Item 5.1 of the Trust Agreements expressly provide the Trusts are to be governed by Georgia law. Accordingly, the Court has also reviewed the applicable provisions Georgia’s trust laws.

4.1 Approval of Settlement Agreement and Termination of Trusts

The Trust Agreements give the Successor Trustee broad discretion over the management of the Trusts’ assets and claims. Specifically, Item 6.2 of the Trust Agreements empower the Successor Trustee:

[t]o sell, exchange . . . transfer, or otherwise dispose of any property or interest therein . . . which the Trustee may hold from time to time, with or without order of any court, at public or private sale or otherwise, with or without warranties or representations, upon such terms and conditions . . . and for such consideration as the Trustee shall deem advisable, without liability for any loss resulting from increase in value of such property after such disposition, and to transfer and convey the property or interest therein which is at the disposal of the Trustee, in fee simple absolute or otherwise, free of all trust.

Item 6.21 of the Trust Agreements further empower the Successor Trustee:

[t]o compromise, adjust, mediate, arbitrate, bring or defend actions on, abandon or otherwise deal with and settle claims involving the Trustee in favor of or against the trust as the Trustee shall deem advisable; the Trustee's decision shall be conclusive between the Trustee and the beneficiaries of the trust and the person against or for whom the claim is asserted, in the absence of fraud by such persons, and, in the absence of fraud, bad faith or gross negligence of the Trustee, shall be conclusive between the Trustee and the beneficiaries of the trust.

Additionally, Item 6.48 of the Trust Agreements grants the Trustee "those powers set forth in O.C.G.A. § 53-12-261" to the extent they are not inconsistent with or more restrictive than the rights and powers set forth in the Trust Agreements. This statute grants similar powers as found in the Trust Agreements. See O.C.G.A. § 53-12-261(b)(1), (22) and (29).

Having reviewed the record and considered the evidence, the Court agrees with the Successor Trustee's conclusions regarding the economic viability of WTP and the Trusts. Although the DJ Trust holds a significant judgment against Kevin Taylor and Nicole Taylor, the Successor Trustee would need to recover over \$2 million from the Taylors in order to render the Trusts solvent, an occurrence that seems unlikely.

Additionally, in considering whether to approve the Settlement Agreement, the Court has placed great weight on the fact that none of the Trusts' beneficiaries have opposed the Motion. The dispute concerns a complicated tangle of family members, family-operated businesses, trusts with family member beneficiaries, and

legal proceedings spanning different jurisdictions. The fact that those most closely familiar with the underlying businesses and circumstances have posed no objection to the Settlement Agreement is a key factor supporting the Court's decision to approve the Settlement Agreement. Finally, the settlement proceeds would provide some much needed cash to pay or reduce certain liabilities of the Trusts as well as their key asset, WTP.

The Successor Trustee's power to terminate the Trusts is contained in Item 6.43 of the Trust Agreements. It allows the trustee to terminate the trusts when, "the Trustee shall, exercising sole discretion, determine in good faith among the current beneficiaries, if (i) the value of the trust's assets is less than Fifty Thousand and No/100 Dollars (\$50,000), and (ii) the Trustee determines that the continued administration or creation of such trust would be financially burdensome and uneconomical." Additionally, O.C.G.A. § 53-12-65(b) allows a court to terminate a trust, "if it determines that the value of the trust property is insufficient to justify the cost of administration."

The Court hereby allows termination of the Trusts based upon the statutory grounds. While the Court is persuaded that the Trusts cannot continue on an economically sound basis as required for a termination under the statute, it does not find wholly convincing evidence to support one of the grounds for termination outlined in the Trust Agreements, specifically, the requirement that "the value of the

[each subject] trust's assets is less than Fifty Thousand and No/100 Dollars (\$50,000)." (Mot., Ex. B, ¶ 6.43, Ex. C., ¶ 6.43.) In this regard, the Court finds the evidence regarding the value of the Trusts to be vague and conclusory.

4.2 *Resignation of Successor Trustee*

Item 4.2 of the Trust Agreements allows the Successor Trustee to "resign at any time" by fulfilling certain notice requirements. It further provides, "[s]uch resignation shall not require approval by any court." Here, the Successor Trustee has taken the additional step of seeking the Court's approval. As outlined in Paragraph 3, Georgia law allows for a Trustee to petition the Court to resign. O.C.G.A. § 53-12-220.

Based upon the foregoing – the insolvency of the Trusts, the Court's approval of the Settlement Agreement, the Court's approval of the termination of the Trusts, the Court finds a good case for the approval of the Successor's Trustee's request to resign. However, O.C.G.A. § 53-12-220 provides that in approving a trustee's resignation, the Court should consider and take any necessary measures to protect the trust property. At present, the plan for winding up the Trusts and disbursing the settlement proceeds, as outlined by the Successor Trustee, is both vague and uncertain. (Pet., ¶¶ 31, 35-36, Ex. A; Ver. Suppl, pp. 4-5.) As the Successor Trustee has acknowledged, the settlement proceeds will most likely be insufficient to satisfy all of the liabilities of the Trusts and their primary asset, WTP. (Pet., ¶¶ 35-36.)

Accordingly, there will be various non-party creditors of WTP who will be impacted by the Successor Trustee's disbursement decisions. Further, the Successor Trustee's fees and the fees of other professionals assisting the Successor Trustee will constitute significant liabilities for the Trusts which creates a concern about potential preference decisions the Successor Trustee might make in her disbursement decisions. Absent additional information about the Successor's Trustee's specific wind up plans -- the amounts to be paid and the priority in which those payments will be made -- the Court is presently unable to approve the Successor Trustee's resignation request.

4.3 General Release of the Successor Trustee

Item 4.10 of the Trusts Agreements provides, “[n]o individual Trustee shall be liable for such individual’s own acts or omissions taken in good faith.” Above, the Court has approved the limited contractual release found in the Settlement Agreement. However, the Successor Trustee has further requested that the Court approve a release for all liability associated with her office and role. (Pet., ¶ 42.) In her Motion, the Successor Trustee asks that she receive this general release, that it take effect once the Settlement Agreement has been executed and implemented and once she provides the beneficiaries with “a report on the disposition of said funds.” (Mot., p. 6.)

Essentially, this Court finds the Successor Trustee's request puts the proverbial "cart before the horse." The Court does not find it wise to approve a pre-emptive, blanket release protecting the Successor Trustee against all liability when the Successor Trustee has not clearly delineated her plans for disbursing the settlement proceeds.


5. CONCLUSION

In light of the foregoing, Petitioner's Motion is GRANTED IN PART. It is hereby ORDERED that the Successor Trustee, is authorized to enter into and execute the Settlement Agreement, attached to the Petition as Exhibit B. It is further ORDERED that the Successor Trustee is authorized to execute all accompanying or otherwise necessary documents to effectuate the terms of the Settlement Agreement. It is further ORDERED that the Trusts will terminate upon execution of the Settlement Agreement and consummation of the transactions contemplated therein. Nothing in this Order shall be construed to release Kevin Taylor, Nicole Taylor, their affiliates, assigns or representatives from any liability or have any effect on the judgment against them rendered in the Georgia Action as more thoroughly detailed in the Settlement Agreement.

It is further ORDERED that the remainder of the Successor Trustee's Motion seeking court approval for her resignation and release from liability for all her acts as Successor Trustee be DEFERRED. Should the Successor Trustee desire to

supplement her Motion with further information to support her request for a court-approved resignation and release, she should inform the Court **no later than two weeks after the entry of this Order**, and the Court will consider the terms of a scheduling order detailing when that supplemental information should be provided. In the event no timely request to supplement is received from the Successor Trustee, the Court will issue a final order denying the Successor's Trustee's request for court approval to resign and a release of all liability and formally closing this matter.

SO ORDERED, this 5th day of August, 2021.


 The Honorable Kelly Lee Ellerbe, Judge
 Superior Court of Fulton County
 Atlanta Judicial Circuit

Filed and Served via Odyssey eFileGA

Attorneys for Petitioner	Attorneys for Respondents
<p>Allen Rosefeld OGIER, ROTHSCHILD & ROSENFELD, P.C. P.O. Box 1547 Decatur, GA Tel: (404) 525-4000 apr@orratl.com</p>	<p>Genevieve H. Dame DAME LAW, PC 1867 Independence Square, Suite 201 Atlanta, GA 30338 Tel: (678) 456-5797</p> <p><i>Attorneys for Respondents Nancy Johnson and Shannon Johnson</i></p> <p>Brian M. Deutsch Benjamin H. Pierman MCCURDY & CANDLER, LLC 160 Clairemont Avenue, Suite 550 Decatur, GA 30030 Tel: (404) 214-5858 bdeutsch@mccurdycandler.com bpierman@mccurdycandler.com</p>