

Circuit Court for Montgomery County  
Case No. C-15-CV-24-002097

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 0025

September Term, 2025

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MARY ANN GEORGE

v.

KEVIN A. GRIFFIN, ET AL

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Wells, C.J.,  
Kehoe, S.  
Hotten, Michele D.  
(Senior Judge, Specially Assigned),

JJ.

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Opinion by Hotten, J.

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Filed: June 18, 2026

\* This is an unreported opinion. This opinion may not be cited as precedent within the rule of stare decisis. It may be cited for its persuasive value only if the citation conforms to Maryland Rule 1-104(a)(2)(B).

This appeal arises from a decision by the Circuit Court for Montgomery County to grant summary judgment in favor of Kevin A. Griffin (the “Appellee Trustee”) regarding his failure to make distributions from the “Mary Ann George Trust” (the “Trust”) for the benefit of Mary Ann George (“Appellant”). Appellant challenges this ruling on appeal, based on the intent of the Settlor at the time the Trust was created.

### **QUESTIONS PRESENTED**

Appellant presents three questions for our review:

1. DID THE TRIAL COURT ERR WHEN IT FAILED TO ADDRESS AND INTERPRET PARAGRAPHS 1.6 AND 1.7 OF THE TRUST TO MANDATE DISTRIBUTION OF SUPPORT PAYMENTS TO APPELLANT?
2. DID THE SUCCESSOR TRUSTEE BREACH HIS DUTY TO ACT REASONABLY UNDER THE CIRCUMSTANCES AND IN ACCORDANCE WITH THE TERMS AND PURPOSES OF THE TRUST AND IN THE INTEREST OF THE APPELLANT BENEFICIARY?
3. DID THE TRIAL COURT ERR BY REQUIRING APPELLANT TO DISCLOSE ALL HER DETAILED FINANCIAL INFORMATION TO THE SUCCESSOR TRUSTEE AS A CONDITION PRECEDENT TO BEING ENTITLED TO RECEIVE ANY PAYMENT OF BENEFITS FROM SAID TRUST?

For the reasons expressed below, we hold the court erred in granting summary judgment.

Accordingly, we reverse and remand.

### **BACKGROUND**

On July 12, 2021, James J. Griffin (the “Settlor”) established the “Mary Ann George Trust” for the benefit of Appellant. The Trust agreement reads, in pertinent part:

**1.6 Disposition Provisions** – All property directed to be disposed of as provided in this Section 1.6 shall be disposed of as follows:

(a) Mary Ann Living. If MARY ANN GEORGE (“MARY ANN”) is then living, such property shall be set aside in a separate share for MARY ANN, and such share shall be disposed of pursuant to the Mary Ann George Trust provisions hereof.

(b) Mary Ann Deceased. If MARY ANN is not then living, such property shall be divided into per stipital shares representing my descendants, and each share representing a then living descendant of mine shall be distributed outright to such descendant.

**1.7 Mary Ann George Trust Provisions** – A trust created for MARY ANN by this paragraph and any other separate trust for MARY ANN that is made subject to these Mary Ann George Trust Provisions (the ‘Mary Ann George Trust’) shall be administered and distributed as follows:

(a) During Mary Ann’s Lifetime.

(1) Distributions Generally. The Trustee may make payments from the net income and principal to MARY ANN for her health, education, maintenance, and support.

(2) Undistributed Income. Any undistributed income shall be added to principal at least annually.

(b) Mary Ann’s Death. Upon MARY ANN’s death, the Trustee shall divide the remaining principal into per stipital shares representing my descendants and each share representing a then-living descendant of mine shall be distributed outright to such descendant.

\* \* \*

**4.6 Discretionary Distributions** –

(a) Generally. In exercising discretion to pay income or principal from any trust hereunder, the Trustee shall take into account the income from other sources and the personal assets of the beneficiary.

(b) Mary Ann George Trust. With respect to a trust administered under the Mary Ann George Trust Provisions, the Trustee shall give primary consideration to the needs of MARY ANN, and then to the needs of other beneficiaries, and the Independent Trustee is authorized to make distributions to MARY ANN without any concern for preserving funds for descendants of mine. Subject to the limitations hereunder that are imposed on the exercise of discretion by a Trustee who is not an Independent Trustee hereof, it is my desire that the Trustee make distributions to MARY ANN to allow her to enjoy a comfortable standard of living. Any such discretionary payments may either be made to MARY ANN or applied for MARY ANN’s benefit.

When the Settlor passed away on December 13, 2022, the Settlor’s brokerage account (totaling \$405,517.79) was transferred to the Trust.

In November 2023, counsel for the then 82-year-old Appellant requested monthly distributions of \$5,000 from the Trust to cover her living expenses, based on Appellant’s plan to reside at Country Meadows, an assisted living facility, following a diagnosis of dementia.<sup>1</sup> Appellant’s counsel also advised that Appellant was selling her home in University Park and intended to preserve the sale proceeds for future financial security and peace of mind.

In January 2024, Appellee Trustee, on behalf of the Trust’s counsel (collectively “Appellees”), expressed a willingness to disburse funds, contingent upon receiving documentation regarding Appellant’s income and assets, allegedly in compliance with Section 4.6(a) of the Trust. Appellant’s counsel responded in February 2024 that the sale of Appellant’s home “realized at least \$500,000.” However, Appellant declined to provide tax returns or further financial details, asserting a right to confidentiality. This prompted Appellee Trustee to send a letter in March 2024, denying the request for distributions.

On May 1, 2024, Appellant filed a complaint, requesting the Circuit Court for Montgomery County to assume jurisdiction over the administration of the Trust and compel \$2,500.00 in monthly distributions.<sup>2</sup> During discovery, neither party produced

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<sup>1</sup> At the time of the request, Appellant requested \$5,000 in monthly distributions, stating that if she “can negotiate a lesser monthly cost . . . she intends to reduce her request for monthly distributions to whatever her actual cost is.” Subsequently, in February 2024, Appellant reduced her requested monthly distributions to \$2,500.

<sup>2</sup> Specifically, Appellant requested intervention of the court in administration of the Trust, declaratory judgment as to the interpretation of the Trust, alleged breach of fiduciary duty, and requested intervention in administration of Trust. For the first count, she states she is the primary beneficiary of the Trust and intervention is warranted to “accomplish the  
(continued)

extrinsic evidence to clarify whether the Settlor intended for Appellant to disclose her financial information before receiving trust distributions.

Thereafter, Appellee Trustee and Appellant filed respective cross-motions for summary judgment, which the court considered on February 5, 2025. The court denied Appellant’s motion for summary judgment, and granted summary judgment in favor of Appellees, ruling that the plain meaning of Section 4.6(a) required consideration of Appellant’s financial information prior to any distribution, and noting the absence of extrinsic evidence, as expressed below:

**THE COURT:** All right. So I’m looking at this. I don’t have any extrinsic evidence. So I’m applying, as we do to all contracts, including trust agreements, the objective theory of contract interpretation, what a reasonable person would think from this means. I look at the plain language of the provision at issue, 4.6—and it’s (a) and (b)—and in the context of 1.7, other provisions of the trust.

So looking at 1.6(a), because Mary Ann George was living, a portion of the property was set aside, and it’s going to be disposed of pursuant to the Mary Ann George Trust. So that, everyone agrees has happened. So then that’s 1.6.

We look at 1.7, and it says that the Mary Ann George Trust shall be administered and distributed as follows. That means it must be distributed as follows, (a)(1) of 1.7 says distributions generally. The trustee “may,” which means it’s at the discretion of the trustee, which is accompanied by the trustee’s fiduciary obligation, and everybody knows what that is, as well as

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intent of the Trust. . . .” For the second count, she requested a declaratory judgment because “[t]here exists an actual controversy of a justiciable issue . . . involving the rights and liabilities of the parties.” For the third count, Appellant alleged Appellee Trustee breached his fiduciary duty by refusing to make monthly distributions and demanded compensatory damages as a result. For the fourth count, Appellant alleged Appellee Trustee “breached his duty to carry out the express provisions of the Trust[,]” and requested that the court “assume jurisdiction over the administration of the Trust[.]”

the obligations under the trust otherwise, make payment from net income and principal to Mary Ann for her health, education, maintenance, and support.

So the trustee may do it, may not do it, may do it. So if you were just looking at that, it would be completely within the discretion of the trustee to make any payments to Mary Ann. Although it could come from principal and net income, it's pretty clear that this that the settlor wanted to have this money set aside for Mary Ann if she needs it.

And then we come to the question of, what does she need? So that's a discretionary as in 1.7(a)(1). He didn't have a provision that automatically gives her the income from the trust assets like some of these do or a set payment or something like that.

So then we shift to 4.6, discretionary distributions. I find that it's clear from the language of (a) that this (a) applies to all trusts, including the Mary Ann George trust, because it says in exercising discretion to pay income or principal from any trust here under, any trust here under would necessarily include the Mary Ann George trust. The trustee shall take into account the income from other sources and the personal assets of the beneficiary.

It is very clear that the trustee shall take into account the income, and that would be Mary Ann's income from other sources and Mary Ann's assets before exercising his discretion to pay income or principal. And that doesn't mean, based on its plain language, to decide between income or principal. It could mean both or one or the other, its income or principal. So either one, if he wants to—if she has a need that requires him to pay more than the income, and he has to dip into the principal—well, the settlor made clear that he wants the trustee to do that because he wants Mary Ann to have what she needs.

But we look at (b) as well. And I don't mean “but[,]” I mean “and.” We look to (b) as well, the Mary Ann George Trust. With respect to the Mary Ann George Trust, the trustee shall give primary consideration to Mary Ann's needs first and foremost. So we don't care if the beneficiaries end up with anything at the end of the day if the trust is needed to take care of Mary Ann's needs. The settlor makes clear he wants her to enjoy a comfortable standard of living.

Well, that, in this case, doesn't seem to be a big issue because she's in memory care, and those are pretty well established. So I'm not sure that we're talking about should she be in an apartment or a house like some of these situations command us to decide.

And so looking at that, the trustee has to consider Mary Ann's needs. And what the settlor is saying is he wants the trustee to look at her income from other sources, sources other than the trust, and her personal assets in determining what her needs are.

So the first step is, what are her—well, the first step could be, what are her needs? But the second step is, what sources does she have to pay for those before she goes to the trustee? And so the trustee can't do his job, can't exercise his fiduciary responsibilities without first knowing what her needs are. Needs are a function of what her expenses are against her income from other sources and personal assets. And then he'll exercise his fiduciary obligation and his other obligations under the trust instrument.

So I find in favor of the trustee with respect to summary judgment. I'll enter summary judgment in favor of the trustee, and I'll enter summary judgment against the plaintiff. There's really no reason to assume jurisdiction over this trust. I note in the draft order from the trustee that it's a dismissal with prejudice. It's not a dismissal with prejudice.

It's without prejudice because if Ms. George decides that she is going to provide her information to the trustee, and the trustee looks at it and does something that Ms. George thinks is against his fiduciary responsibility or unfair or inappropriate, she can certainly come back and say I gave him my documents; I only made \$2,000 a month; my housing is \$10,000 a month; I need \$8,000, and he won't give it to me.

So it's without prejudice. But I will find that the trustee has not [b]reached any fiduciary obligations. His request for income and asset information are very reasonable. I'll enter a declaratory judgment consistent with—in Count II, what the trustee is asking for.

\* \* \*

Okay. So I'm going to dismiss without prejudice Counts I and IV. I will dismiss with prejudice Count III and enter a declaratory judgment on Count II. That will make clear what she needs to do. And the trustee obviously has his ongoing obligation to comply with the terms of the trust.

Two days later, the court entered an order dismissing Counts I and IV (request for judicial supervision of the Trust administration) without prejudice; Count III (breach of fiduciary

duty for failing to make disbursements) with prejudice; and the following declaratory judgment for Count II (interpreting the Trust agreement):

- Pursuant to Paragraph 4.6(a) of the Mary Ann George Trust, in exercising the Trustee’s discretion to make distributions from the Mary Ann George Trust to Mary Ann George, who is the primary beneficiary of the Mary Ann George Trust, the Trustee must consider Mary Ann George’s personal assets and income from other sources. Accordingly, at the time of any request by Mary Ann George for a distribution from the Mary Ann George Trust, she (or her agent or representative) must provide information as to her income from all sources and personal assets to the Trustee.
- Therefore, as a condition precedent to receiving a distribution from the Mary Ann George Trust, Mary Ann George (or her lawful agent or representative) must provide the Trustee with the following information, as well as such additional documents or information reasonably requested by the Trustee:
  - Current statements for all cash, stock, and retirement holdings titled in the name of Mary Ann George (individually or jointly with another) or the Mary Ann George Revocable Trust.
  - Information about and documentation of all pensions, social security income, and required minimum distributions from Mary Ann George’s retirement accounts.
  - Copies of all trust instruments for trusts of which Mary Ann George is a beneficiary, the most recent accounting available for each trust indicating distributions made in the twenty-four months preceding the request, and documentation of the current principal balance for each trust;
  - Mary Ann George’s most recent, filed state and federal income tax returns.

Appellant timely noted an appeal.

### **STANDARD OF REVIEW**

The appropriateness of summary judgment rests upon the absence of a genuine dispute as to any material fact, and that the moving party is entitled to judgment as a matter of law. *See* Md. Rule 2-501(a). A material fact is one that perceivably affects the outcome of the dispute. *See Wilson v. State*, 363 Md. 333, 347 (2001). A dispute of material fact is genuine if there is a reasonable probability that a trier of fact could return a verdict in favor

of the nonmoving party. *Cf. id.* (“A ‘reasonable probability’ is a probability sufficient to undermine confidence in the outcome.”) (quotation omitted). “Even where the underlying facts are undisputed, if they are susceptible of more than one inference, then summary judgment must be denied to enable the trial court or jury to determine which inference of those facts is appropriate.” *See Ridley v. Fisher*, 223 Md. App. 771 (2015). The function of a judge examining a motion for summary judgment is not to weigh the evidence presented and ascertain its truth, but to determine whether a genuine issue for the trier of facts exists. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986). “[W]hether a trial court’s grant of summary judgment was proper is a question of law subject to *de novo* review on appeal.” *Myers v. Kayhoe*, 391 Md. 188, 203 (2006).

Moreover, “[t]he interpretation of a written contract is generally a question of law for the court, subject to *de novo* review.” *Cnty. Comm’rs for Carroll Cnty. v. Forty W. Builders, Inc.*, 178 Md. App. 328, 376 (2008). If a contract reveals a single unambiguous meaning, that meaning serves as definitive proof of the parties’ intent. *See id.* at 377 (“If only one reasonable meaning can be ascribed to the [contract] when viewed in context, that meaning necessarily reflects the parties’ intent.”) (citation omitted) (cleaned up). In contrast, “when faced with an ambiguous contract, ‘the court must consider extrinsic evidence which sheds light on the intentions of the parties at the time of the execution of the contract.’” *John L. Mattingly Const. Co. v. Hartford Underwriters Ins. Co.*, 415 Md. 313, 334 (2010) (quotation omitted).

Although contract interpretation is a question of law subject to *de novo* review, this rule exists in tension with the principle that issues of intent are inherently factual. *Cf. Okwa*

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*v. Harper*, 360 Md. 161, 178 (2000) (noting that disputes involving knowledge, intent, or motive are generally considered questions of material fact); *see also Mass Transit Admin. v. CSX Transp., Inc.*, 349 Md. 299, 331 (1998) (Eldridge, J., dissenting) (“The characterization of contract interpretation issues as ‘legal questions’ is, analytically, inaccurate.”). Therefore, when a court examines extrinsic evidence, the evaluation of that evidence becomes a question of fact. *See Emps. Council On Flexible Comp. v. Feltman*, 384 F. App’x 201, 206–07 (4th Cir. 2010). Factual questions are reviewed for clear error. *See Shader v. Hampton Imp. Ass’n, Inc.*, 443 Md. 148, 172 (2015).

## DISCUSSION

### I. The Circuit Court Erred in Granting Appellee’s Motion for Summary Judgment Because a Genuine Issue of Material Fact Exists.

#### A. The Parties’ Arguments

Appellant argues the circuit court “erroneously ignored the operative provisions of the Trust when it failed to even reference or analyze Sections 1.6 and 1.7, which mandate the [Appellee] Trustee make distributions from the Trust for Appellant’s support and maintenance.” She argues the Settlor’s intent was for “mandatory direct distributions [to] be made to Appellant[,]” as evidenced by the name of the Trust. Under the plain language of Sections 1.6 and 1.7, she highlights how there is no requirement for Appellees to consider Appellant’s finances prior to distribution, nor is there any mention of Section 4.6.

Furthermore, Appellant maintains that Section 4.6(a) is inapplicable as she is not specifically identified as the “beneficiary” therein. Conversely, she asserts that Section 4.6(b) applies because it explicitly outlines the Settlor’s intent for the Trust to benefit her.

Should the Court find that Section 4.6(a) applies, she contends that Section 4.6(b) must prevail due to inconsistencies between Section 4.6(a) and the broader intent of the Trust. Alternatively, she argues that even if Section 4.6(a) applies, she satisfied its requirements by notifying Appellees that her home sale exceeded \$500,000.

Appellee Trustee argues that in addition to establishing a trust for Appellant's benefit, the plain language of Sections 1.6, 1.7, and 4.6 makes the distribution discretionary. He argues the "inclusion of the clause 'any trust hereunder'" in Section 4.6(a) "includes the trust directed to be created under [Section] 1.7." Furthermore, Appellee Trustee highlights how Appellant produced no extrinsic evidence suggesting the Settlor intended for Section 4.6(a) to be rendered inapplicable to Appellant.

## **B. Analysis**

We hold that the trust agreement is ambiguous regarding the intent of the Settlor. Accordingly, the circuit court erred in granting Appellee Trustee's motion for summary judgment, since the Settlor's intent remains a genuine dispute of material fact.

When interpreting a trust agreement, courts must "interpret their separate provisions harmoniously, so that, if possible, all of them may be given effect." *Credible Behav. Health, Inc. v. Johnson*, 466 Md. 380, 396–97 (2019) (quotation omitted). Additionally, trust agreements are "to be construed based on the settlor's intent, as ascertained from the language of the provision at issue, within the context of the document as a whole." *Vito v. Grueff*, 453 Md. 88, 116 (2017). When provisions of a trust agreement are ambiguous, courts must look outside the plain language of the agreement and "consider any extrinsic evidence [that] sheds light on the intentions of the parties at the time of the

execution of the contract.” *Lithko Contracting, LLC v. XL Ins. Am., Inc.*, 487 Md. 385, 403 (2024) (quotation omitted).

Here, the Settlor’s intent is ambiguous and susceptible to more than one reasonable interpretation. *See Credible Behav. Health*, 466 Md. at 394 (“Contractual language is ambiguous where a reasonably prudent person could ascribe more than one reasonable meaning to it.”). Specifically, while Section 1.6(a) mandates that property “shall be set aside” for Appellant, Section 1.7(a)(1) states that the Trustee “may” make payments for her health, education, maintenance, and support:

**1.6 Disposition Provisions** – All property directed to be disposed of as provided in this Section 1.6 shall be disposed of as follows:

(a) Mary Ann Living. If MARY ANN GEORGE (“MARY ANN”) is then living, **such property shall be set aside** in a separate share for MARY ANN, and such share shall be disposed of pursuant to the Mary Ann George Trust provisions hereof. (Emphasis added).

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**1.7 Mary Ann George Trust Provisions** – A trust created for MARY ANN by this paragraph and any other separate trust for MARY ANN that is made subject to these Mary Ann George Trust Provisions (the ‘Mary Ann George Trust’) shall be administered and distributed as follows:

(a) During Mary Ann’s Lifetime.

(1) Distributions Generally. **The Trustee may make payments from the net income and principal to MARY ANN** for her health, education, maintenance, and support. (Emphasis added).

Appellant interprets Section 1.7(a)(1)’s use of “shall” as creating a non-discretionary trust. Conversely, Appellee Trustee interprets Section 1.6(a)’s use of the word “may” as creating a discretionary trust. Both arguments are reasonable interpretations of the Settlor’s intent, making the Trust ambiguous. Accordingly, a genuine dispute of material fact exists regarding the Settlor’s intent.

This ambiguity is compounded by the fact that Section 4.6 contains internally conflicting mandates. Indeed, while Section 4.6(a) imposes a condition precedent to any distribution, Section 4.6(b) explicitly commands that Appellee Trustee give “primary consideration to the needs of MARY ANN” to ensure she enjoys a “comfortable standard of living[:.]”

**4.6 Discretionary Distributions –**

(a) Generally. In exercising discretion to pay income or principal from any trust hereunder, **the Trustee shall take into account the income from other sources and the personal assets of the beneficiary.**

(b) Mary Ann George Trust. With respect to a trust administered under the Mary Ann George Trust Provisions, **the Trustee shall give primary consideration to the needs of MARY ANN**, and then to the needs of other beneficiaries, and the Independent Trustee is authorized to make distributions to MARY ANN without any concern for preserving funds for descendants of mine. Subject to the limitations hereunder that are imposed on the exercise of discretion by a Trustee who is not an Independent Trustee hereof, it is my desire that the Trustee make distributions to MARY ANN to allow her to enjoy a comfortable standard of living. Any such discretionary payments may either be made to MARY ANN or applied for MARY ANN's benefit. (Emphasis added).

Overall, the plain language of the Trust agreement does not resolve how—or to what extent—the Settlor intended for Appellant’s assets to limit Appellee Trustee’s duty to maintain her standard of living. Therefore, an interpretation of the Trust agreement here requires an evaluation of extrinsic evidence regarding the Settlor’s intent. Since the circuit court erred in granting summary judgment in the face of such ambiguity, we reverse and remand for further proceedings consistent with this opinion.

**CONCLUSION**

For the foregoing reasons, we reverse the judgment of the Circuit Court for Montgomery County and remand for further proceedings.

**JUDGMENT OF THE CIRCUIT COURT  
FOR MONTGOMERY COUNTY IS  
REVERSED. CASE IS REMANDED FOR  
FURTHER PROCEEDINGS CONSISTENT  
WITH THIS OPINION. COSTS TO BE  
SPLIT AMONG THE PARTIES.**