IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE TRUST UNDER AGREEMENT OF WILLIAM F. HARKINS & MARIE V. HARKINS DATED 12/3/2013, AS AMENDED	C.A. No. 2025-1320-CDW

REPORT RESOLVING PETITION FOR INSTRUCTIONS

Date Submitted: August 7, 2026
Date Decided: November 12, 2026

P. Kristen Bennett, Mary Ann Plankinton, GAWTHROP GREENWOOD, PC, Wilmington, Delaware; *Counsel for Petitioner Kathryn H. Rizzo*

Thomas C. Harkins, Wilmington, Delaware; *Interested Party*

Eric Merlino, Supportive Care Solutions, LLC, Wilmington, Delaware; *Trustee of the Special Needs Trust for the Benefit of Marie J. Harkins and Trustee of the Special Needs Trust for the Benefit of Ruth Anne Harkins*

Jaclyn A. Harkins, Wilmington, Delaware; *Interested Party*

John P. Rizzo, Jr., Vernon, Connecticut; *Interested Party*

Mark A. Rizzo, Portsmouth, Rhode Island; *Interested Party*

Stephen M. Rizzo, Milford, Massachusetts; *Interested Party*

WRIGHT, M.

A married couple created a trust for the benefit of their descendants. The trust agreement divides the trust's assets into four equal shares, one for each of the couple's surviving adult children. Shortly after the mother's passing, the father signed a beneficiary designation form for his individual retirement account. Consistent with the trust's equal-treatment approach, the father instructed the IRA custodian to designate three beneficiaries for the IRA's funds: 25% shares directly to two of the four children, and a 50% share to the trust to be held for the benefit of special needs trusts established for the other two children, who cannot receive the funds directly.

The custodian did not follow the father's instructions. The custodian identified the third beneficiary as the trust, without the "for the benefit of" language. The custodian was notified of the error, but did not correct it. The children discovered this after their father's passing, and they do not agree on what this means for how much of the IRA's funds each child should receive. Three of the children—petitioner (one of the direct recipients) and the two children not receiving a direct share—point to their father's "for the benefit of" language and say the IRA funds should be allocated 25% to each child, meaning the 50% share of the IRA allocated to the trust should be split between the two children not directly allocated a 25% share. The fourth child, the other direct recipient, disagrees. He argues the custodian's omission of the "for the benefit of"

language must be honored, so the 50% share of the IRA allocated to the trust should be split equally among all four children. This would mean he and petitioner are allocated 37.5% of the IRA funds and the other two children are allocated 12.5%. Based on the February 2025 value of the IRA, the dispute is worth about $55,000 to each child.

Having considered the positions of the parties, the court finds that there is no genuine issue of material fact regarding the father's intent. Delaware law recognizes the doctrine of substantial compliance in disputes over beneficiary designations. Here, the record establishes the father's intent and the affirmative steps he took to effectuate that intent. The father substantially complied with the requirements for directing the 50% share of the IRA funds to the two special needs trusts. The father's "for the benefit of" language must be honored and summary judgment should be granted in petitioner's favor.

I. BACKGROUND

A. The Harkins Family

William F. Harkins ("Decedent") and Marie V. Harkins were married Delaware residents.[1] Marie V. Harkins passed away on January 29, 2023, and Decedent died on February 7, 2025.[2] They are survived by four children: Kathryn H. Rizzo ("Kim"), Thomas C. Harkins ("Tom"),

[1] Pet'r's Revised Opening Br. in Supp. of Mot. for Summ. J. on Pet. for Instructions 5, Dkt. 22 ("Pet'r's Opening Br.").

[2] Pet. for Instructions ¶ 2, Dkt. 1 ("Petition" and cited as "Pet.").

Marie J. Harkins ("Marie"), and Ruth Anne Harkins ("Ruth").[3] On March 18, 2025, Kim was appointed executor of Decedent's estate, and continues to serve in that role.[4]

B. The Trust is Formed

On December 3, 2013, Decedent and Marie V. Harkins formed the Revocable Joint Trust of William F. Harkins and Marie V. Harkins ("Trust"), the terms of which were restated in their entirety on September 10, 2019.[5] Kim also serves as the Trust's sole successor trustee.[6]

The Trust directs the trustee to divide its assets into equal shares for the children and hold each child's share in further trust for that child's benefit.[7] Kim and Tom serve as trustees of their respective shares.[8] The Trust directs that Marie's and Ruth's shares be held in special needs

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[3] *Id.* ¶ 4; Restated Joint Revocable Trust of William F. Harkins and Marie V. Harkins, Pet. Ex. A, art. 8, ¶ B ("Trust Agr't"); Harkins Family Tree Chart, Pet. Ex. B. The court adopts the Petition's use of first names for convenience and clarity, intending no disrespect.

[4] Pet. ¶ 2.

[5] *Id.* ¶ 1.

[6] *Id.* ¶ 3; Trust Agr't art. 2, ¶ A; *see also* 12 *Del. C.* § 3547 (explaining that virtual representation allows one person to act on behalf of another who cannot participate in a trust matter, such as a minor, unborn child, incapacitated person, or unascertained beneficiary, when their legal interests are substantially identical).

[7] Pet. ¶ 4.

[8] *Id.* ¶¶ 5, 5E ("Kim and Tom have agreed in writing to terminate each of their Share Trusts, because the cost of administration of those trust shares will substantially impair or defeat the purpose of those share trusts, and receive their distribution outright."); Trust Agr't art. 2, ¶ B; Trust Agr't art. 8, ¶ A.

trusts for their benefit,[9] for which Supportive Care Solutions, LLC serves as the current trustee.[10]

C. Decedent Makes the Children Beneficiaries of His Fidelity IRA

On May 20, 2023, Decedent signed and submitted a beneficiary designation form to Fidelity Brokerage Services LLC for his individual retirement account ("IRA").[11] Decedent followed the form's instructions, using black ink and capital letters to designate 25% of the IRA to Kim, 25% to Tom, and the remaining 50% to an "Other Entity," with the words "SEE ATTACHED INSTRUCTIONS" in the "Name" field.[12] The form attached a letter, also dated May 20, in which Decedent instructed Fidelity to identify the third beneficiary as the "Revocable Trust of William F. Harkins and Marie V. Harkins, U/A 12/3/2013, as amended, Article 8-B Trusts f/b/o Ruth Anne Harkins and Marie J. Harkins."[13] The letter also directed the funds be held, administered, and distributed in accordance with the Trust's terms, addressed withdrawals and

[9] Pet. ¶ 6; Trust Agr't art. 8, ¶ B.

[10] Pet. ¶ 6; Pet. Exs. C–D.

[11] Pet. ¶ 7; Pet. Ex. E. Exhibit E is three pages. The first two pages are the Fidelity beneficiary designation form (cited as "Beneficiary Form") and the third page is Decedent's letter of instruction to Fidelity (cited as "Instruction Ltr.").

[12] Pet. ¶ 7; Beneficiary Form § 3.

[13] Pet. ¶ 7; Instruction Ltr.

distributions to the current trust income beneficiaries, and permitted the trustee to establish a separate IRA for each child's trust share.[14]

D. The Children Discover Fidelity Did Not Implement Decedent's Full Instructions

On February 7, 2025, the day of Decedent's death, the Fidelity IRA held approximately $437,798.63.[15] Kim notified Fidelity of Decedent's passing and sought information about the IRA's designated beneficiaries.[16] In a March 14 letter, Fidelity identified the three beneficiaries as Kim and Tom, each designated to receive 25%, and the "Rev Tru Of William Marie Harkins U/A 12/[sic]," designated to receive the remaining 50%.[17] After the error in the Trust designation was brought to Fidelity's attention, Fidelity emailed Kim confirming Fidelity would be able to change the beneficiary's name to "Revocable Trust of William F. Harkins and Marie V. Harkins U/A 12/3/2013."[18] The updated name did not include the additional language from Decedent's letter with the "for the benefit of" language for Marie's and Ruth's special needs trusts.[19]

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[14] *See* Pet. ¶ 7; Instruction Ltr.

[15] Pet'r's Opening Br. 7.

[16] Pet. ¶ 9; Ltr. from H. Sandusky, Fidelity Brokerage Servs. LLC, to K. Rizzo (Mar. 14, 2025), Pet. Ex. F ("Fidelity Mar. 14 Ltr.").

[17] Pet. ¶ 9; Fidelity Mar. 14 Ltr.

[18] Pet. ¶ 10; Email from K. Rizzo to K. Bennett and K. Barron (Mar. 25, 2025), Pet. Ex. G ("Fidelity Mar. 25 Email").

[19] Pet. ¶ 10; Fidelity Mar. 25 Email.

Fidelity distributed 25% of the IRA outright to Kim and 25% outright to Tom, consistent with the beneficiary designation form.[20] Fidelity continues to hold the remaining 50% of the IRA and intends to transfer those funds to an inherited IRA in the name of the Revocable Trust of William F. Harkins and Marie V. Harkins ("Inherited IRA").[21]

E. The Children Disagree on the Effect of Fidelity's Failure to Follow Decedent's Written Instructions

The children disagree how the trustee must distribute the Inherited IRA.[22] Under the "4 Share Option," the trustee would distribute the Inherited IRA in equal, 25% shares among Kim, Tom, Marie, and Ruth.[23] After accounting for the 25% distributions already made, Kim and Tom would each receive 37.5% of the total IRA, while Marie and Ruth would each receive 12.5%.[24] Under the "SNT Option," the Inherited IRA would be divided equally between the special needs trusts for Marie and Ruth, with each special needs trust receiving 50% of the Inherited IRA.[25] Kim and Tom would retain the 25% each received

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[20] Pet. ¶ 11.

[21] *Id.*; Fidelity Mar. 25 Email.

[22] Pet. ¶ 11.

[23] *Id.* ¶ 12.

[24] *Id.*

[25] *Id.* ¶ 13.

directly under the beneficiary designation form.[26] As a result, each of the four children would receive 25% of the total IRA.[27]

II. PROCEDURAL POSTURE

On November 13, 2025, Kim filed the Petition seeking instructions regarding the distribution of the IRA funds payable to the Trust.[28] On April 20, 2026, Kim filed a letter stating the facts are not in dispute but there is disagreement on the application of the law to those facts.[29] After a status conference, the court directed the parties to proceed by summary judgment if they agreed there are no genuine issues of material fact, with the court resolving the legal impact of the undisputed facts—in other words, deciding if the 50% share of the IRA funds directed to the Trust must be divided equally among all four Trust beneficiaries (the 4 Share Option) or distributed to Marie's and Ruth's special needs trusts (the SNT Option).[30]

On June 25, Tom filed a letter arguing in favor of the 4 Share Option.[31] Tom's daughter, Jaclyn A. Harkins ("Jaclyn"), filed a separate letter supporting the 4 Share Option.[32] Both contend the Fidelity

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[26] *Id.* ¶¶ 11, 13.

[27] *Id.* ¶ 13.

[28] *Id.* at 1.

[29] Dkt. 5.

[30] Dkt. 12.

[31] Dkt. 14 ("T. Harkins Ltr.").

[32] Dkt. 17 ("J. Harkins Ltr.").

beneficiary designation form names the Trust as the recipient of the remaining 50% and that Fidelity must honor the form as completed.[33] They argue that Decedent's attached instructions reflect Article 8, Paragraph A of the Trust rather than Article 8, Paragraph B, and rely on Article 8's direction to divide the remaining principal into equal shares for the children as Decedent's intent supporting the 4 Share Option.[34] They also argue that Decedent would have explicitly identified the special needs trusts on the beneficiary designation form itself had he intended the remaining IRA funds to pass directly to those trusts.[35] Jaclyn further cites decisions recognizing that Delaware law requires courts to honor a trustor's intent as expressed in a written instrument.[36]

Kim moved for summary judgment on June 26 and filed her opening and reply briefs on June 30 and July 27.[37] Kim argues Decedent intended to give each of his four children an equal share of the IRA and substantially complied with the requirements to change the beneficiaries in support of the SNT Option.[38] Kim asks the court to apply the doctrine

[33] T. Harkins Ltr. 1; J. Harkins Ltr. 1–2.

[34] T. Harkins Ltr. 2; J. Harkins Ltr. 1, 3.

[35] T. Harkins Ltr. 1–2; J. Harkins Ltr. 1–4.

[36] J. Harkins Ltr. 3–4.

[37] Mot. for Summ. J., Dkt. 21; Pet'r's Opening Br.; Pet'r's Reply Br. in Further Supp. of Mot. for Summ. J. on Pet. for Instructions, Dkt. 25 ("Pet'r's Reply Br.").

[38] Pet'r's Opening Br. 10–16; Pet'r's Reply Br. 2–7.

of substantial compliance and authorize her, as trustee, to distribute the IRA funds to Marie's and Ruth's special needs trusts.[39]

III. ANALYSIS

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.[40] The parties appear to agree there are no facts in dispute—they do not dispute the contents of Decedent's beneficiary designation form and letter of instruction, Fidelity's receipt of both documents, or Fidelity's incomplete transcription of the instructions.[41] They disagree, however, about the proper distribution of the remaining 50% of Decedent's IRA.[42] The dispute turns on whether Decedent substantially complied with the IRA beneficiary designation requirements to direct the remaining funds to Marie's and Ruth's special needs trusts or to the Trust for equal distribution among its four beneficiaries.

Delaware recognizes the common law doctrine of substantial compliance in disputes over beneficiary designations, including IRA beneficiary designations.[43] The doctrine permits a court of equity to give

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[39] Pet'r's Opening Br. 10–16; Pet'r's Reply Br. 5–6.

[40] Ct. Ch. R. 56.

[41] *See* Dkts. 5, 12; *see also* Beneficiary Form; Instruction Ltr.; Fidelity Mar. 14 Ltr.; Fidelity Mar. 25 Email.

[42] *See* Dkts. 5, 14, 17, 22, 25.

[43] *See Blansfield v. Alumni Ass'n of Ariz. State Univ.*, 2015 WL 4600802, at *4 (Del. Ch. July 31, 2015) (recognizing the doctrine in the context of IRA beneficiary designations); *Travelers Life & Annuity Co. v. Desiderio*, 2007 WL 2019795, at *2 (Del. Ch. July 3, 2007) (applying the doctrine to an annuity

effect to an intended change in beneficiary despite a failure to comply strictly with the required formalities.[44] The substantial compliance doctrine is intended to "effectuate a decedent's intent, in recognition of the fact that strict enforcement of the requirement for a duly processed writing may work an inequity."[45] To establish substantial compliance, the proponent must prove by a preponderance of the evidence that (1) the account owner intended the change to take effect and (2) the account owner did all that was reasonably possible or necessary to effect the change.[46]

A. Decedent's IRA Beneficiary Designations Satisfy the Substantial Compliance Test

Decedent's beneficiary designation form and accompanying letter of instruction establish both elements of substantial compliance. First, the documents demonstrate Decedent's intent to direct the remaining 50% of his IRA to Marie's and Ruth's special needs trusts.[47] Shortly after Marie's passing, Decedent submitted a signed beneficiary designation

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contract); *Metro. Life Ins. Co. v. O'Donnell,* 102 A. 163, 165–66 (Del. 1917) (recognizing the doctrine for life insurance beneficiary changes). In *Blansfield*, the plaintiff asked the court to apply "the more plaintiff-friendly 'clearly expressed intent' standard" to the defendants' summary judgment motion instead of the substantial compliance doctrine. 2015 WL 4600802, at *4. The court found it unnecessary to do so because the motion failed under either standard. *Id.*

[44] *Desiderio*, 2007 WL 2019795, at *2.

[45] *Blansfield*, 2015 WL 4600802, at *4.

[46] *Desiderio*, 2007 WL 2019795, at *2; *Greene v. Conn. Mut. Life Ins. Co.*, 1977 WL 5189, at *3 (Del. Ch. May 25, 1977).

[47] Pet'r's Reply Br. 3; Beneficiary Form; Instruction Ltr.

form allocating 25% of the IRA to Kim, 25% to Tom, and the remaining 50% to an "other entity," with instructions to consult an attached letter.[48] The letter expressly instructed Fidelity to "[p]lease [c]hange the third beneficiary to read" as the "Revocable Trust of William F. Harkins and Marie V. Harkins, U/A 12/3/2013, as amended, Article 8-B Trusts f/b/o Ruth Anne Harkins and Marie J. Harkins" and directed Fidelity to hold, administer, and distribute the funds in accordance with the Trust's terms.[49] Read together, the form and letter manifest Decedent's intent to direct the remaining 50% of the IRA to Marie's and Ruth's special needs trusts.

Second, Decedent took affirmative steps to effectuate that intent. He completed and submitted Fidelity's beneficiary designation form and expressly directed Fidelity to consult the accompanying letter to identify the third beneficiary.[50] He followed the form's instructions to type or print the information in black ink and capital letters, and he signed, dated, and returned the form as required.[51] Although the accompanying

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[48] Beneficiary Form.

[49] Instruction Ltr.; *see also* Pet'r's Opening Br. 14–16; *Emmert v. Prade*, 711 A.2d 1217, 1219–20 (Del. Ch. 1997) (finding that an unambiguous beneficiary designation expresses the owner's original intent and controls); *Desiderio*, 2007 WL 2019795, at *2–3 (finding intent where the decedent expressly instructed his agent to change the beneficiary).

[50] Beneficiary Form.

[51] *Id.*; Pet'r's Opening Br. 11–13; *see also Blansfield,* 2015 WL 4600802, at *5–6 (denying summary judgment where the decedent never signed or returned the beneficiary designation form and material factual disputes remained concerning intent and substantial compliance).

letter was not entirely in capital letters, Fidelity's March 14 letter suggests it processed the documents anyway.[52] Decedent took affirmative steps to change the beneficiary designation: he identified Marie and Ruth in the letter of instruction, referenced the provision of the Trust governing their special needs trusts, and invited Fidelity to contact him with any questions about the change.[53] These actions went beyond merely discussing a possible change.[54] No facts suggest Decedent lacked mental capacity or acted under another's undue influence when he completed the beneficiary designation form.[55] Decedent used Fidelity's prescribed form and supplied additional written instructions to clarify his intended beneficiary designation.[56]

B. The Record and Delaware Law Do Not Support the 4 Share Option

Tom and Jaclyn argue the remaining 50% of the IRA must pass to the Trust and be divided into four equal shares.[57] They say Decedent would have expressly identified the special needs trusts on the beneficiary designation form had he intended those funds pass only to

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[52] Fidelity Mar. 14 Ltr.; Pet'r's Opening Br. 12–13.

[53] Instruction Ltr.

[54] *Desiderio*, 2007 WL 2019795, at *2 (finding an affirmative step where the decedent called his agent and expressly instructed him to change the beneficiary).

[55] Pet'r's Opening Br. 12.

[56] Beneficiary Form; Instruction Ltr.

[57] T. Harkins Ltr. 1; J. Harkins Ltr. 1.

Marie and Ruth.[58] But this argument reads the beneficiary designation form in isolation. Decedent's failure to name the special needs trusts directly on the form does not establish that he lacked the intent to benefit them. The form expressly directed Fidelity to consult the attached letter, which unambiguously designated 50% of the IRA for Marie's and Ruth's special needs trusts, identified Article 8, Paragraph B as the governing provision (as "Article 8-B"), and explained how the funds must be administered.[59]

Tom and Jaclyn rely on Article 8's opening sentence, which directs the trustee to divide the remaining principal equally among the children.[60] Reading Article 8's opening sentence in isolation obscures the distinct distribution terms that Article 8, Paragraph A and Article 8, Paragraph B establish for the children's respective shares. Although the Trust divides the principal equally among the children, the subsections govern each share under different terms.[61] By unambiguously naming Article 8, Paragraph B, the beneficiary designation form and letter of

[58] T. Harkins Ltr. 1; J. Harkins Ltr. 3–4; Pet'r's Reply Br. 7.

[59] Beneficiary Form; Instruction Ltr.; Pet'r's Reply Br. 7.

[60] Trust Agr't art. 8 (directing the trustee to "divide the then-remaining amount of principal into equal shares, one share for the benefit of each of my children surviving at the time"); J. Harkins Ltr. 1, 3; T. Harkins Ltr. 2.

[61] Trust Agr't art. 8, ¶ A (governing Kim's and Tom's distributions); Trust Agr't art. 8, ¶ B (establishing a trust to "provide for such child's special needs" for "Marie J. Harkins and Sr. Ruth Anne Harkins").

instruction direct the assets to be held in trust for Marie and Ruth, not to Article 8's general equal-division scheme.[62]

Jaclyn's reliance on general principles of trust interpretation does not establish that Article 8 of the Trust requires the IRA to be divided equally among the four children.[63] Delaware law expressly distinguishes a beneficiary designation from an instrument creating a trust and recognizes that a beneficiary designation may take the form of a separate instrument or contract naming the beneficiary of non-probate property.[64] Here, the beneficiary designation form and letter of instruction are separate instruments addressing the disposition of Decedent's IRA.[65] Jaclyn cannot establish an equal distribution merely by invoking general principles of trust interpretation without addressing these separate

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[62] Beneficiary Form; Instruction Ltr.; Trust Agr't art. 8, ¶ B (stating "separate trust shares for the benefit of my children, Marie J. Harkins and Sr. Ruth Anne Harkins, the trustee shall hold such funds in trust for their primary benefit").

[63] J. Harkins Ltr. 3; *In re Peierls Family Inter Vivos Trs.*, 77 A.3d 249, 263 (Del. 2013) (quoting *Annan v. Wilm. Tr. Co.,* 559 A.2d 1289, 1292 (Del. 1989)) ("Delaware courts apply a 'seminal' rule of construction when interpreting trust agreements: 'the settlor's intent controls the interpretation of the instrument. Such intent must be determined by considering the language of the trust instrument, read as an entirety, in light of the circumstances surrounding its creation. If this analysis fails to resolve the conflict, we resort to rules of construction.'").

[64] 12 *Del. C.* § 602(1) (defining a beneficiary designation as an instrument or contract naming the beneficiary of specified property, other than an instrument creating a trust).

[65] Beneficiary Form; Instruction Ltr.

documents. Decedent's letter of instruction unambiguously directed the IRA's 50% share into the "Article 8-B" trusts for Marie and Ruth.[66]

Tom and Jaclyn point to Fidelity's records naming the Trust as beneficiary to argue that Decedent intended the remaining 50% to be divided equally among his four children.[67] Fidelity initially identified the third beneficiary as "Rev Tru Of William Marie Harkins U/A 12/[sic]."[68] After the issue was brought to its attention, Fidelity corrected the name to "Revocable Trust of William F. Harkins and Marie V. Harkins" and recorded the Trust's formation date, but it did not include the additional language in Decedent's letter identifying the trusts for Marie and Ruth.[69] That omission does not change the intent Decedent expressed in the documents he submitted. The substantial-compliance inquiry focuses on Decedent's intent and the steps he took to effectuate it, not solely on how Fidelity ultimately recorded the designation. Decedent submitted written instructions identifying the intended trusts, and Fidelity's failure to record those instructions does not negate his affirmative steps to effectuate the change.[70]

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[66] Instruction Ltr.; *see also* Trust Agr't, art. 8, ¶ B (stating "separate trust shares for the benefit of my children, Marie J. Harkins and Sr. Ruth Anne Harkins, the trustee shall hold such funds in trust for their primary benefit").

[67] T. Harkins Ltr. 1–2; J. Harkins Ltr. 2; *see also* Fidelity Mar. 14 Ltr.; Fidelity Mar. 25 Email.

[68] Fidelity Mar. 14 Ltr.

[69] Fidelity Mar. 25 Email.

[70] Tom and Jaclyn's argument about Decedent's intent also ignores it was likely impossible to fit all of the letter of instruction's lengthy beneficiary language in

Strict compliance with beneficiary designation procedures serves important purposes, including protecting financial institutions from the risk of multiple payments and providing certainty about the proper beneficiary.[71] But the doctrine of substantial compliance recognizes that strict enforcement of those procedures may defeat an account owner's clearly expressed intent even when the owner has taken the steps reasonably available to make the change.[72] Here, Decedent's written instructions clearly identified the intended beneficiaries and his submission of those instructions with the beneficiary designation form substantially complied with the required process.

IV. CONCLUSION

For the foregoing reasons, petitioner's motion for summary judgment should be granted. This is a Final Report under Court of Chancery Rule 144(b)(2).[73] Under Rule 144(d)(1), any party seeking to

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the limited space available for a beneficiary's name on Fidelity's form, even using recognizable abbreviations. The court was unable to accomplish the task using the online, fillable version of Fidelity's current beneficiary designation form. *See* Beneficiaries IRA/HSA Form, FIDELITY BROKERAGE SERVS. LLC, https://www.fidelity.com/bin-public/060_www_fidelity_com/documents/customer-service/beneficiaries-ira-hsa.pdf [https://perma.cc/8M2H-S8CC].

[71] *Greene*, 1977 WL 5189, at *3.

[72] *Desiderio*, 2007 WL 2019795, at *2.

[73] The primary interested parties—Kim and Tom, and Eric Merlino as trustee for the special needs trusts for Marie and Ruth—stipulated to submitting this action for a final decision by the Magistrate under 10 *Del. C.* § 350 and Court of Chancery Rule 144(g). *See* Stip. Pursuant to Ch. Ct. R. 144(g), Dkt. 6 ("Stipulation"). The other individuals identified as "interested parties" in the Petition—Jaclyn, John P. Rizzo, Jr., Mark A. Rizzo, and Stephen M. Rizzo—are not parties to the Stipulation. Beneficiaries whose interests may be adversely affected are necessary parties to actions involving a trust. *See In re Jeremy*

take exceptions to this Final Report must file a notice of exceptions by November 23, 2026.

Paradise Dynasty Tr., 2021 WL 5564086, at *10 (Del. Ch. Nov. 29, 2021) (citing *Roos v. Roos*, 203 A.2d 140, 143 (Del. Ch. 1964)). Despite the intent behind the Stipulation, it is unclear the requirements of 10 *Del. C.* § 350 and Rule 144(g) have been met, so the court issues this decision as a Final Report rather than a Memorandum Opinion.