




FindLawFind a
LawyerLegal
Forms & 
ServicesLearn
About the 
LawLegal
Professionals 

Blogs

[FINDLAW](#) / [CASE LAW](#) / [ARKANSAS](#) / [UNITED STATES DISTRICT COURT W D ARKANSAS TEXARKANA DIVISION](#) /
COMMUNITY STATE BANK V. GARY WILSON, INTERVENOR

COMMUNITY STATE BANK v. Gary Wilson, Intervenor (2021)

United States District Court, W.D. Arkansas, Texarkana Division.

COMMUNITY STATE BANK, Plaintiffs v. Maxine WILSON; Carrie W. Winford, Administratrix for the Estate of Jennifer Harting Wilson; and J. Schuyler Marvin, District Attorney, Defendants Gary Wilson, Intervenor

Case No. 4:18-cv-4078

Decided: September 08, 2021

William Blake Montgomery, Jim A. Burke, Montgomery Law Firm PLLC, Hope, AR, for Intervenor. Patrick R. Jackson, Patrick R. Jackson APLC, Bossier City, LA, for Defendant J. Schuyler Marvin. Carrie W. Winford, Pro Se.

ORDER

Before the Court is Separate Defendant J. Schuyler Marvin's ¹ Motion for Summary Judgment. ECF No. 104. Intervenor Gary Wilson filed a response. ECF No. 107. Defendant Marvin filed a reply. ECF No. 112. Also before the Court is Intervenor Gary Wilson's Cross Motion for Summary Judgment. ECF No. 109. Defendant Marvin filed a response. ECF No. 114. Intervenor Wilson filed a reply. ECF No. 116. The Court finds this matter ripe for consideration.

I. BACKGROUND

In October 2017, the Bossier Parish Sheriff's Office began investigating Intervenor Gary Wilson ("Wilson") and his family for suspected criminal activity. ECF No. 70-5. In February 2018, Wilson's wife, Jennifer

Wilson, moved to Bradley, Arkansas, to live with her mother, Maxine Wilson. ECF No. 110-1. On March 1, 2018, Jennifer Wilson purchased four cashier's checks from First National Bank of Benton, Louisiana, totaling \$205,000 and one cashier's check from J.P. Morgan Chase Bank in the amount of \$50,209.47. ECF No. 1. The total dollar amount of the cashier's checks was \$255,209.47. ECF No. 1. On March 6, 2018, Jennifer Wilson executed a "Power of Attorney" to Maxine Wilson in Bossier Parish, Louisiana. This power of attorney gave Maxine Wilson authority to endorse and deposit checks. ECF No. 108. Maxine Wilson states that Jennifer Wilson instructed her to deposit the money. ECF No. 105-1. On March 15, 2018, Jennifer Wilson's car was found on a bridge in Bossier Parish, Louisiana. ECF No. 105-1. On March 16, 2018, Maxine Wilson opened a checking account and deposited the cashier's checks that were made payable to Jennifer Wilson into Community State Bank. ECF No. 108. The total deposit amount was \$255,209.47. ECF No. 108. Community State Bank is an Arkansas bank with no judicially reachable branches in Louisiana. ECF No. 108. On March 29, 2018, the bodies of Jennifer Wilson and her son, Coty Wilson, were found in the Red River in Bossier Parish, Louisiana.

On April 19, 2018, the funds deposited by Maxine Wilson became subject to a Warrant of Seizure for Forfeiture issued by Louisiana's 26th Judicial District Court. On September 28, 2018, the warrant was quashed with respect to \$118,209.47 of the funds but remains in effect for the remainder.

Defendant Marvin argues that Maxine Wilson knew Jennifer Wilson was missing, and likely dead, when she deposited the checks. Further, Defendant Marvin argues that since Maxine Wilson knew her daughter was likely dead, she deposited the cashier's checks in bad faith and the State of Louisiana is entitled to the funds. Intervenor Wilson argues that Jennifer Wilson was not dead at the time Maxine Wilson deposited the checks, and thus Maxine Wilson deposited the cashier's checks in good faith and Gary Wilson is entitled to the funds.

II. LEGAL STANDARD

The standard for summary judgment is well established. When a party moves for summary judgment, "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact, and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a); *Krenik v. Cnty. of Le Sueur*, 47 F.3d 953, 957 (8th Cir. 1995). This is a "threshold inquiry of . . . whether there is a need for trial—whether, in other words, there are genuine factual issues that properly can be resolved only by a finder of fact because they reasonably may be resolved in favor of either party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). A fact is material only when its resolution affects the outcome of the case. *Id.* at 248, 106 S.Ct. 2505. A dispute is genuine if the evidence is such that it could cause a reasonable jury to return a verdict for either party. *Id.* at 252, 106 S.Ct. 2505.

In deciding a motion for summary judgment, the Court must consider all the evidence and all reasonable inferences that arise from the evidence in a light most favorable to the nonmoving party. *Nitsche v. CEO*

of Osage Valley Elec. Co-Op, 446 F.3d 841, 845 (8th Cir. 2006). The moving party bears the burden of showing that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. See *Enter. Bank v. Magna Bank*, 92 F.3d 743, 747 (8th Cir. 1996). The nonmoving party must then demonstrate the existence of specific facts in the record that create a genuine issue for trial. *Krenik*, 47 F.3d at 957. However, a party opposing a properly supported summary judgment motion “may not rest upon mere allegations or denials . . . but must set forth specific facts showing that there is a genuine issue for trial.” *Anderson*, 477 U.S. at 256, 106 S.Ct. 2505.

III. DISCUSSION

The primary issue is whether Maxine Wilson acted in good faith when opening a checking account and depositing five cashier's checks in an effort to comply with her daughter's wishes, even though her daughter had been reported missing at the time of deposit. Defendant Marvin argues that Maxine Wilson acted in bad faith, and if she had not acted in bad faith, the funds would have remained in Louisiana. Intervenor Wilson argues that Maxine Wilson acted in good faith because she did not think her daughter was dead when she deposited the funds and that her daughter may not have been dead because the Certification of Death states only an approximate date of death. Thus, the Court will first examine whether the Power of Attorney was valid.

Power of Attorney

The power of attorney signed by Jennifer Wilson in favor of Maxine Wilson was executed in the State of Louisiana. ECF No. 1. The power of attorney was witnessed by Jason Poe and Micheline Hufstetler and notarized by J. Spencer Hays, II., Bossier Parish Notary Public. ECF No. 1. The power of attorney does not incorporate a choice-of-law provision. Thus, the Court must first determine what substantive law to apply to this agreement and second, whether the agreement is valid.

I. Choice of Law

In determining whether the power of attorney is governed by Arkansas or Louisiana law, we apply Arkansas' choice-of-law rules.² *Aetna Life Ins. Co. v. Great Nat. Corp.*, 818 F.2d 19, 20 (8th Cir. 1987); *Klaxon Co. v. Stentor Electric Manufacturing Co.*, 313 U.S. 487, 496, 61 S.Ct. 1020, 85 L.Ed. 1477 (1941). “Federal district courts must apply the choice of law rules of the state in which they sit when jurisdiction is based on diversity of citizenship.” *Klaxon Co. v. Stentor Elec. Co.*, 313 U.S. 487, 496, 61 S.Ct. 1020, 85 L.Ed. 1477 (1941). Arkansas' choice of law rules apply here because the federal interpleader statute is merely a special brand of diversity jurisdiction. *Griffin v. McCoach*, 313 U.S. 498, 503, 61 S.Ct. 1023, 1025-26, 85 L.Ed. 1481 (1941) (applying *Klaxon* to suits brought under the federal interpleader statute). See also *Williams v. McFerrin*, 242 F.2d 53, 55 (5th Cir. 1957).

Arkansas has applied three different theories in determining what law governs a multi-state contract: (1) the law of the state in which the contract was made; (2) the law of the state in which the contract is to be performed; and (3) the law of the state which the parties have intended to govern the contract. *Cooper v. Cherokee Village Development Co.*, 236 Ark. 37, 42-43, 364 S.W.2d 158, 161–62 (1963). However, Arkansas Courts have moved toward applying the “significant contacts” test. In the present case, the power of attorney does not incorporate a choice-of-law provision. *Whirlpool Corp. v. Ritter*, 929 F.2d 1318, 1321 (8th Cir. 1991). Thus, the Court must look at the states' contacts with the power of attorney agreement. First, the agreement was executed in the State of Louisiana as the parties appear to have signed the document in front of a notary public in Bossier Parish, Louisiana. ECF No. 1. Second, there is no statement as to which state the contract is to be performed, but the contract originating in Louisiana and being executed in Louisiana indicates that the contract was intended to be performed in Louisiana. Third, as previously mentioned, the origination and execution of the contract indicates that the parties intended for Louisiana law to govern the contract. Accordingly, Louisiana has significant contacts with the agreement, and thus the Court will apply Louisiana law.

II. Validity of Power of Attorney

Under Louisiana law, a power of attorney is valid if it is purporting to be attested by two or more witnesses and signed by the notary public. La. Stat. Ann. § 13:3720. In the present case, the power of attorney was signed by Jennifer Wilson, the principal, conferring authority to Maxine Wilson, the mandatary on March 6, 2018. ECF No. 1. Jason Poe and Micheline Hufstetler attested to the agreement. ECF No. 1. Lastly, the agreement was made in the presence of the notary public, J. Spencer Hays, II. ECF No. 1. Accordingly, the power of attorney purports to be attested by two witnesses and signed by the notary public. Thus, the power of attorney was valid when it was created, and the parties do not argue otherwise.

III. Termination of Authority

The Court must now determine when Maxine Wilson's authority under the power of attorney terminated. Maxine Wilson states that her daughter, Jennifer Wilson, instructed Maxine to deposit the funds on Jennifer's behalf. ECF No. 105-1. The power of attorney agreement was entered into on March 6, 2018. ECF No. 1. Maxine Wilson states that on March 15, 2018, she was notified that Jennifer Wilson's car was found on the Red River bridge in Bossier Parish, Louisiana and that Jennifer was reported to be missing. ECF No. 105-1. On March 16, 2018, Maxine Wilson deposited the cashier's checks given to her by Jennifer Wilson at Community State Bank under the power of attorney. ECF No. 1. On March 29, 2018, the bodies of Jennifer Wilson and her son, Coty Wilson, were found in the Red River in Bossier Parish, Louisiana.

Under Louisiana law, the mandate and the authority of the mandatary³ is terminated upon the death of the principal. La. Civ. Code Ann. Art. 3024. Specifically, if a power of attorney is not coupled with an

interest, it terminates at the death of the principal. In *re Buller's Estates*, 192 La. 644, 649-50, 188 So. 728, 729 (1939); *Fowler v. Phillips*, 159 La. 668, 106 So. 26 (1925). In the present case, neither party argues that the power of attorney executed by Jennifer Wilson was coupled with an interest. Thus, the power of attorney terminated at the death of the principal, Jennifer Wilson.

The parties dispute whether Jennifer Wilson died on March 15, 2018, or whether she died after Maxine Wilson deposited the funds pursuant to the power of attorney on March 16, 2018. Defendant Marvin argues that Maxine Wilson's authority to act on behalf of Jennifer Wilson terminated upon the death of Jennifer Wilson on March 15, 2018. Intervenor Wilson argues that the death certificate states "3/15/18 APPROX." meaning that it is not certain that Jennifer Wilson died on March 15, 2018, and thus Maxine Wilson still had authority to deposit the funds on behalf of Jennifer Wilson.

The Certificate of Death states that Jennifer Wilson's date of injury was March 15, 2018, and that her death was caused by drowning. ECF No. 1. Further, the autopsy report states that Jennifer Wilson and her son, Coty Wilson, were tied together with a green rope through the belt loops of their pants and that they jumped into the Red River together. Additionally, the autopsy report states that suicide notes were found on the bodies of Jennifer and Coty Wilson.⁴ While Intervenor Wilson argues that Jennifer Wilson could have lived past March 15, 2018, he provides no evidence to support that allegation. Accordingly, the Court finds by a preponderance of the evidence that Jennifer Wilson died on March 15, 2018.⁵ Thus, the power of attorney terminated on March 15, 2018, before Maxine Wilson deposited the funds at issue.

Unwinding Transactions

The Court now looks to whether the deposit made by Maxine Wilson with an invalid power of attorney agreement should be unwound. First, the Court must determine whether Arkansas law or Louisiana law governs the unwinding.⁶ The Restatement (Second) of Conflict of Laws states that the law of the state where the instrument, the cashier's checks, is delivered governs unless there is notice of the contrary on the face of the instrument. Restatement (Second) of Conflicts § 215 (1971). In the present case, the Court does not find notice on the face of any of the cashier's checks. Thus, because the instruments were delivered by Maxine Wilson to Community State Bank in Arkansas, Arkansas law will govern.

Defendant Marvin argues that because Intervenor Wilson and Jennifer Wilson engaged in alleged fraudulent activity, the funds should be unwound and given to the State of Louisiana. Intervenor Wilson argues that the funds should be unwound and given to him because he is a joint owner, and the funds are subject to community property.

At this time, the Court does not find that it has sufficient facts from either party to proceed on this issue. The Court instructs the parties to file a Second Motion for Summary Judgment on this issue within thirty days of the entry of this order.

IV. CONCLUSION

For the reasons previously stated, the Court finds that Separate Defendant Marvin's Motion for Summary Judgment (ECF No. 104) is GRANTED IN PART and DENIED IN PART. Intervenor Wilson's Cross-Motion for Summary Judgment (ECF No. 109) is DENIED. Specifically, the Court finds the following:

1. Separate Defendant Marvin's Motion for Summary Judgment (ECF No. 104) arguing that Jennifer Wilson was deceased on March 15, 2018 is GRANTED. Intervenor Wilson's Cross-Motion for Summary Judgment (ECF No. 109) on this issue is DENIED.
2. Separate Defendant Marvin's Motion for Summary Judgment (ECF No. 104) arguing that the Power of Attorney Agreement was invalid at the time Maxine Wilson deposited the cashier's checks due to Jennifer Wilson's death is GRANTED. Intervenor Wilson's Cross-Motion for Summary Judgment (ECF No. 109) on this issue is DENIED.
3. Separate Defendant Marvin's Motion for Summary Judgment (ECF No. 104) and Intervenor Wilson's Cross-Motion for Summary Judgment (ECF No. 109) regarding the issues of unwinding the transaction is DENIED.

IT IS SO ORDERED, this 8th day of September, 2021.

FOOTNOTES

1. Defendant J. Schuyler Marvin is the District Attorney of Bossier Parish, Louisiana. Defendant Marvin is currently pursuing criminal charges against Intervenor Wilson and contends that the State of Louisiana is the sole claimant for the funds in dispute.
2. Neither party explicitly argues choice of law regarding the power of attorney agreement. Defendant Marvin cites to Louisiana state law and cites to federal law applying the applicable state choice-of-law rules. Intervenor Wilson cites to Arkansas and Louisiana state law. Thus, the Court will analyze whether Arkansas or Louisiana state law should be applied in determining the validity of the power of attorney agreement.
3. Under Louisiana law, a mandate is defined as a contract by which a person, the principal, confers authority on another person, the mandatary, to transact one or more affairs for the principal. In this case, the principal is Jennifer Wilson and the mandatary is Maxine Wilson. La. Civ. Code Ann. Art. 2989.
4. The suicide notes were not provided to the Court, and thus the Court must rely on the autopsy report that suicide notes were found.
5. This matter is set for a bench trial in March 2022. Thus, the Court acts as the finder of law and fact. Fed. R. Civ. P. 52. Further, the inquiry involved in ruling on a motion for summary judgment implicates the

substantive evidentiary standard of proof that would apply at the trial on the merits. *Anderson v. Liberty Lobby*, 477 U.S. 242, 252, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). Thus, the Court will apply the preponderance of the evidence evidentiary standard.

6. Neither party argues choice of law. Intervenor Wilson applies Arkansas UCC law and Defendant Marvin discusses Arkansas UCC law and federal law.

Susan O. Hickey, Chief United States District Judge

Was this helpful?

Yes 

No 



Welcome to FindLaw's Cases & Codes

A free source of state and federal court opinions, state laws, and the United States Code. For more information about the legal concepts addressed by these cases and statutes visit FindLaw's Learn About the Law.

[Go to Learn About the Law >](#)

COMMUNITY STATE BANK v. Gary Wilson, Intervenor (2021)

Docket No: Case No. 4:18-cv-4078

Decided: September 08, 2021

Court: United States District Court, W.D. Arkansas, Texarkana Division.

Need to find an attorney?

Search our directory by legal issue

Enter information in one or both fields (Required)

Legal issue

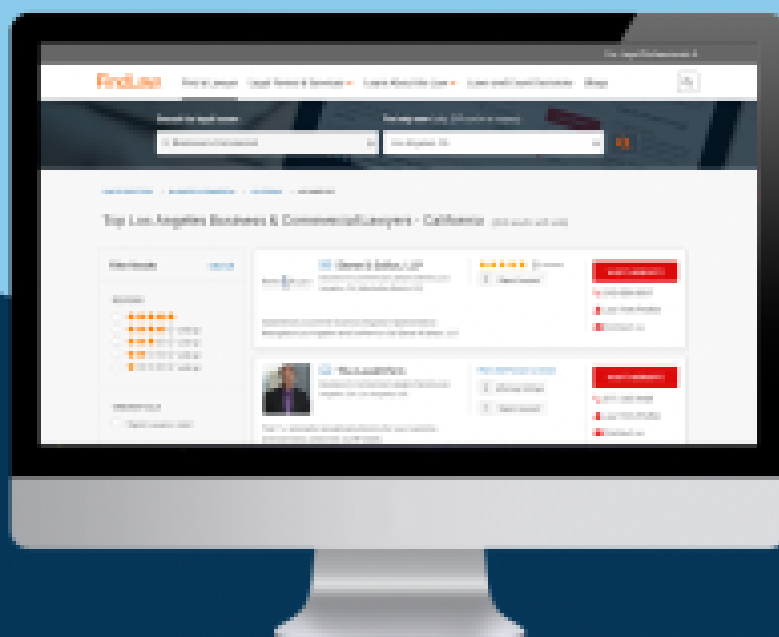
I need help near (city, ZIP code or county)

[Find a lawyer >](#)

For Legal Professionals

- > [Practice Management](#)
- > [Legal Technology](#)
- > [Law Students](#)



Get a profile on the #1 online legal directory

Harness the power of our directory with your own profile. Select the button below to sign up.

[Sign up >](#)

Get email updates from FindLaw Legal Professionals



Enter your email address to subscribe

* Indicates required field

Email *



[Learn more about FindLaw's newsletters](#), including our terms of use and privacy policy.

Learn About the Law

Get help with your legal needs

FindLaw's Learn About the Law features thousands of informational articles to help you understand your options. And if you're ready to hire an attorney, [find one in your area](#) who can help.

[Go to Learn About the Law](#) >



Need to find an attorney?

Search our directory by legal issue

Enter information in one or both fields (Required)

Legal issue

I need help near (city, ZIP code or county)

Karachi, Sindh



[Find a lawyer >](#)

[↑ BACK TO TOP](#)

FindLaw.

Questions?

At FindLaw.com, we pride ourselves on being the number one source of free legal information and resources on the web. [Contact us.](#)

ABOUT US >

[Our Team](#)

[Accessibility](#)

[Contact Us](#)

FIND A LAWYER >

SELF-HELP RESOURCES

[Legal Forms & Services](#)

LEGAL RESEARCH

[Learn About the Law](#)

[State Laws](#)

Stay up-to-date with how the law affects your life. Sign up for our consumer newsletter.

ENTER YOUR EMAIL ADDRESS



By Location

By Legal Issue

By Lawyer Profiles

By Name

U.S. Caselaw

U.S. Codes

FOLLOW US:



Copyright © 2025, FindLaw. All rights reserved.

[Terms >](#) | [Privacy >](#) | [Disclaimer >](#) | [Cookies >](#) | [Manage Preferences >](#)

