

to do with the accounting irregularities found. Judge Hampe handled all of the initial matters, from the inception of the case until his retirement at the end of May 2013. In June 2013, Judge Gordon approved the guardian's bond. Judge MacLeod then primarily dealt with the routine issues in the case as they arose through the end of 2013, when he left the circuit court bench. Judge Quigley approved the second bill filed by Attorney Bruzga referenced in this and previous orders, Judge Michael approved an annual report (for the guardian over the person, not Ms. Marino), Judge O'Neill approved the previous guardian's bond discharge (not Ms. Marino) and on September 2, 2014, Judge Feeney approved the final account and motion to terminate the guardianship over the estate.¹ The first 7 judges dealt with routine matters and 2 of those judges did not deal with issues affecting Ms. Marino. Following Judge Feeney's September 2nd orders, only one judge has dealt with the issue of guardian fees which began with the order issued September 25, 2014. To date, the undersigned judge has issued 6 orders totaling 26 pages, not including this order.

Ms. Marino is an experienced guardian, and certainly holds herself out as such. (See Index #43 at ¶¶ 3, 11, 15, 16, 17; Index #45a at p. 4) Despite this experience, the guardian refers to an \$1,100.00 charge on a bill as a "typo" and the inclusion of a credit of \$0.00 in a month when she received payment of \$4,800.05 as something that was 'produced accidentally' in her billing system. Mot. at ¶¶ 28, 29. With regard to the \$1,100.00 error, which Ms. Marino now states was "simply a typo" and meant to be

¹ The guardian points out that the motion for additional fees was filed with the final account and motion to terminate guardianship over the estate, states that Judge MacLeod ruled on the first 2 and questions why the motion for fees ended up with this judge. Mot. at ¶¶ 23, 25. In fact, it was Judge Feeney who issued those orders and it is not evident from the record why he did not rule on the motion for additional fees, nor would it have been appropriate for this judge to ask him. Given the large amount of fees requested, Judge Feeney may have concluded that a hearing would be required and since Judge Feeney no longer conducts hearings due to injuries he suffered some time ago, he may have elected not to issue a ruling. A ruling was issued, however, approximately three (3) weeks later.

\$275.00 each for 4 "units" of mileage, the court does not find this credible. (Invoice #3055 dated 9/30/2013-See Index #48) At her rate of .50¢ per mile, this would amount to 4 "units" of 550 miles in each of 4 months. The court finds that it is more than just a coincidence that the bill reflects 4 months of a "Monthly Fee" at \$275 per month (her then stated rate ~~see~~ Index #23), particularly when the very next charge on the same bill, with the same date, is \$20.00 for 40 miles of travel. And several other bills around this time also include itemized charges for mileage, including the months immediately before and after this one. (Invoice #3008, 8/31/2013; Invoice #3106, 10/31/2013). There is no rational explanation for this \$1,100.00 overcharge. The court also reiterates that particular bill was not one that was produced by the guardian in the original request for approval of additional fees (Index #40) and was only produced at the insistence of the court on February 25, 2015 (Index #48). Had the court simply approved the original request for fees, this \$1,100.00 would have been paid without anyone knowing the difference.

With respect to the failure to account for the \$4,800.05 payment for fees, the court similarly does not find the guardian's explanation reasonable. She was fully aware that the court order relative to fees in this case required the court's prior approval of all fees, as in all cases. Prob. Div. R. 88. Ms. Marino acknowledges this. (See Index #43 at ¶14). Yet, the guardian still refuses to acknowledge that she should have accounted for these funds, or to offer an explanation for why she should be entitled to this large sum of money without ever seeking court approval. The court does not accept the explanation that "[a]t no time did the guardian have possession of the funds" (Mot. at ¶20) or that "[t]he accounting signed by the Guardian was a true and accurate account of