

- The Probate Division deduced from an invoice provided for the first time in February 2015 that Ms. Marino attempted to “get a fee for guardianship over the person,” although she was only appointed as guardian over the estate, id. at 8, n. 5, and “would not have been entitled to this fee.” Id. at 8.

The Probate Division concluded that Ms. Marino violated Probate Division Rule 88 requiring that guardian fees be approved by the court and Rule 108 requiring disclosure and approval. It also observed that all guardians are required by Probate Court Administrative Order 16 to comply with NGA Standards and held that the following had been violated: (1) NGA Standard 17, VII (guardians should be “above reproach”); NGA Standard 18, VIII (sufficiency of accountings); and NGA Standard 22, III (court review and approval of fees and reasonableness of fees). It held that: “[i]n light of these serious and significant breaches of fiduciary duty, the court, but for the fact that the guardianship over the estate has now been terminated, would remove the guardian for cause.” Id. at 6-7.

Perhaps most distressing are the Probate Division’s final findings that not only did Ms. Marino intentionally commit violations; she also demonstrated a stunning lack of professional competence. After its review of invoices for the period from May 2013 through July 22, 2014 provided by Ms. Marino, the Probate Division noted based upon a bill dated June 30, 2014 showing “payments/credits of \$0.00” that she “intentionally” did not report the \$4,800 payment from the Moore Center in pleadings seeking additional fees. Id. at 7. It also observed that the “ward received little benefit” from Ms. Marino’s services. It found that she paid the court-appointed attorney fees, without approval, at “grossly inflated rates.” It further determined that certain work performed at J.L.’s home and on his car “bore no fruit for the ward”; and though it acknowledged he derived