

were ruled on by Judge MacLeod on September 2, 2013 and forwarded September 11, 2013 and September 29, 2013 respectively. The Motion for Payment of Fees was ruled on by Judge King on September 25, 2013 and forwarded September 29, 2013.

24. With the Motion for Payment of Fees, the Guardian provided 10 invoices which were in excess of the amount being sought and in addition to what was being reported on the accounting. The provision of these invoices highlights the Guardian in no way intended to hide from the Court fees paid.

25. The Guardian reasonably assumed that all matters filed contemporaneously would have been reviewed and ruled on by the same judge who would have had the opportunity to request copies of all invoices for the accounting as the Court had in the past, which in combination with the invoices provided with the Motion for Payment of Fees, would have accounted for all fees by the Guardian.

26. Although the Court has perceived the action of the Guardian as deliberate and intentional acts to deceive the Court as to how much was paid to the Guardian, the Guardian contends there are several other factors that contributed to confusion on both the part of the Guardian and the Court.

27. The matter of the Ward was filed with the Court on April 4, 2013, with the final accounting and Petition for Payment of Fees filed July 22, 2014. Over the course of 15 months, 7 different judges made rulings in this matter. Additionally, the Guardian had previously been instructed in other matters before this Court with regards to the provision of invoices and accounting for funds not received by the Guardian or the Ward while under guardianship. Additionally, the Guardian was not provided with copies of orders or statement for payments in connection with the payment of legal fees for the Ward's attorney, but now is being held, in part, responsible for the payment.

28. The Guardian acknowledges the September 30, 2013 invoice contained 4 units of monthly guardianship services totaling \$1,100.00. Upon issuance of the April 6, 2015 Order, the Guardian reviewed the invoice and now explains the 4 units should have been for "mileage" and not "monthly fee." The line item was simply a typo during the preparation of the invoice. There was no intention on the part of the Guardian to charge for services not provided.

29. The Guardian acknowledges the Court received an invoice dated June 30, 2014 in the amount of \$0.00. The Guardian fails to see how the court concluded the provision of this invoice was an attempt to hide payment of fees. There invoice does not reflect charges for any services and was produced accidentally in the billing system.

30. At no time did the Guardian intend to misrepresent or intentionally hide the disclosure of the payment of fees. The Guardian believes that the number of judges in this matter and the long delay in response from the Court contributed much to the confusion on the part of the Guardian and lapse of time which is better accounted for by the Court's delay in responding. The Guardian believes that if a single Judge had ruled on the Accounting, termination of estate and Motion for Payment of Fees and further allowed the 2 case conferences requested by the Guardian to clarify the issues and provided explanation, much of what the Court has concluded would be different.

31. The Guardian invoiced and was paid for fees for duties the Court has approved were necessary. The mere timing and forum for the provision of invoices should not be interpreted by