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CERTIFIED PROFESSIONAL GUARDIAN BOARD

IN RE) PGB No. 2003-009
SHEILA RAYE BRASHEAR,)
CPG No. 4729) SETTLEMENT AGREEMENT
and) REGARDING DISCIPLINE
CHARGÉ D’AFFAIRES GUARDIAN)
ASSOCIATES, INC.)
CPG Agency No. 5129)

SETTLEMENT AGREEMENT

The parties, Sheila Rae Brashear (Ms. Brashear) and Chargé d’Affaires Guardian Associates, Inc. (Chargé d’Affaires), and the Certified Professional Guardian Board (Board) enter into this Agreement pursuant to the Disciplinary Regulations for Certified Professional Guardians. It is alleged by the Board that Ms. Brashear and Chargé d’Affaires committed violations of the Standards of Practice for Certified Professional Guardians. This Agreement is intended to be a resolution of those allegations and shall become effective after the parties have signed the Agreement and the Board has approved it. This Agreement takes into consideration that the Board’s disciplinary authority is limited to the conduct of the guardian after the enactment of General Rule of Court 23, which established the Board. The Agreement shall

1 become part of the permanent disciplinary file of Ms. Brashear and Chargé d' Affaires and shall
2 be a public record.

3 **I. STATEMENT OF PROCEDURE**

4 On or about July 14, 2003, the Board requested that its Standards of Practice Committee
5 (SOPC) review the conduct of Ms. Brashear and Chargé d' Affaires, as a result of the Court of
6 Appeals decision in the case of *Estate of Sullivan v. Brashear*, Case No. 49266-7-I. Pursuant to
7 the Disciplinary Regulations for Certified Professional Guardians (DR), the Board referred the
8 matter to the Board's Standards of Practice Committee (SOPC). The SOPC recommended that
9 the Chair of the Board appoint a Review Panel to investigate this matter, pursuant to DR 506.
10 After investigation, including a meeting with Ms. Brashear on January 12, 2004, it was the
11 recommendation of the Review Panel that the Board enter into this Settlement Agreement to
12 resolve the disciplinary matter.

13 **II. OBLIGATIONS OF MS. BRASHEAR AND CHARGÉ D'AFFAIRES**
14 **UNDER THIS AGREEMENT**

15 A. Ms. Brashear and Chargé d' Affaires agree to comply with all filing deadlines for
16 reports, accountings, inventories, personal care plans and other pleadings required in
17 guardianship cases on which either Ms. Brashear or Chargé d' Affaires has been appointed as
18 guardian by the court.

19 B. Ms. Brashear and Chargé d' Affaires shall maintain an office calendaring system
20 which is adequate for the purpose of assisting them in maintaining compliance with the filing
21 deadlines on the required pleadings in their guardianship cases.

22 C. Ms. Brashear and Chargé d' Affaires shall disclose any violations of the standards of
23 practice which either one commits to the Board within 30 days of discovery of said violation by
24
25

Ms. Brashear or Chargé d' Affaires. Violations shall include any case files on which pleadings are delinquent. This obligation shall only remain in force and effect for one year after this

Agreement is signed by the Chair of the Board.

ALL other reporting requirements are still in effect and continue.

D. Ms. Brashear and Chargé d' Affaires shall promptly disclose any adverse court rulings, orders or findings to the Board, as required by GR 23(e) and any regulations adopted by the Board.

III. DISCIPLINARY SANCTIONS IMPOSED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD

The Board will impose a Letter of Admonishment on Ms. Brashear and Chargé d' Affaires as a disciplinary sanction for the conduct described in this Agreement. A Letter of Admonishment is generally appropriate when a guardian engages in professional misconduct incompatible with the standards of practice not rising to the level that would justify a reprimand. The Letter shall be placed in Ms. Brashear's permanent disciplinary file with the Board and shall be a public document.

IV. BREACH OF AGREEMENT

Breach of this Agreement by Ms. Brashear or Chargé d' Affaires may constitute grounds for discipline. In the event of an alleged breach of this Agreement, the Board shall provide notice to Ms. Brashear and Chargé d' Affaires of the substance of the breach, and Ms. Brashear and Chargé d' Affaires shall have 30 days to respond to the allegations of breach. If the Board finds that the Agreement has been breached, the Board may pursue disciplinary action for violation of the Agreement.

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SB 10-18-04
Dja 10-20-04

1 **V. ENTIRE AGREEMENT**

2 This Agreement comprises the entire agreement of the parties with respect to the matters
3 covered herein, and no other agreement, statement, or promise made by any party which is not
4 included herein shall be binding or valid. This Agreement may be modified or amended only by
5 a written amendment signed by all parties.

6 **VI. SEVERABILITY**

7 The provisions of this Agreement are intended to be severable. If any term or provision
8 of this Agreement is illegal or invalid for any reason, the remainder of the Agreement will not be
9 affected.

10 **VII. LAWS GOVERNING**

11 This Agreement shall be governed by the laws of the State of Washington, and any
12 question arising from the Agreement shall be construed or determined according to such law.
13 This Agreement is a public record and may be subject to public disclosure or release.

14 **VII. RIGHT TO COUNSEL**

15 Ms. Brashear and Chargé d' Affaires are represented by Jelsing Tri West & Addrus
16 PLLC, by Mr. Peter Andrus. Ms. Brashear and Chargé d' Affaires acknowledge that they each
17 have the right to individual counsel to represent them in this disciplinary matter, at their own
18 expense, as set forth in Disciplinary Regulation 508, and have either consulted with individual
19 counsel or had the opportunity to consult with individual counsel.
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21 The undersigned hereby acknowledge that they have read, understand and agree to the
22 terms of this Agreement, and that they have the authority to sign this Agreement on behalf of the
23 indicated parties.

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1 Sheila Raye Brashear

7-19-04

2 Sheila Raye Brashear, Certified Professional Guardian,
3 Individually
4 and as President of Chargé d' Affaires Guardian Associates, Inc.

DATE

5 P. Andrus

7-20-04

6 Jelsing/Tri West & Andrus PLLC
7 by Peter Andrus

DATE

8 **APPROVED BY THE CERTIFIED PROFESSIONAL GUARDIAN BOARD THIS**

9 13 DAY OF Sept, 2004.

10 Vicki L. Hogan

11 Judge Vicki L. Hogan
12 Chair, Certified Professional Guardian Board