

CERTIFIED PROFESSIONAL GUARDIAN BOARD

Paula Zamudio, CPG No. 10691,)	
)	CPGB No. 2011-038 & 2011-042
)	
Reliable Guardianship Services,)	AGREEMENT REGARDING
CPGA No. 11286,)	DISCIPLINE AND STIPULATED
)	FINDINGS
Respondents.)	
)	<i>Disciplinary Regulation 514</i>
)	

Respondent Paula Zamudio, Certified Professional Guardian (CPG) No. 10691, and the Certified Professional Guardian Board (Board) enter into this Agreement Regarding Discipline and Stipulated Findings (Agreement) pursuant to the Board's Disciplinary Regulations for Certified Professional Guardians. The Standards of Practice Committee has determined that Paula Zamudio has violated Standards of Practice Regulations 401.1, 401.5, 409.1, 409.4, 410.1, 410.2, and 410.3, resulting in this disciplinary proceeding before the Board. This Agreement is a resolution of this disciplinary proceeding and shall become effective after all parties have signed the Agreement. The Agreement will be a part of Paula Zamudio's certified professional guardian file and will be a public record subject to public access.

1. JURISDICTION

1.1 At all times relevant herein, Paula Zamudio, CPG No. 10691, was a certified professional guardian (CPG) pursuant to General Rule (GR) 23. At the time of appointment, Paula Zamudio was one of the two designated certified professional guardians for Reliable Guardianship Services, Inc. (RGS), CPGA No.11286.

1.2 At all times relevant herein, Reliable Guardianship Services, Inc., CPGA No. 11286, was a certified professional guardian agency (CPGA) pursuant to General Rule (GR) 23.

1.3 All professional guardians and professional guardian agencies who practice in the state of Washington are subject to the rules and regulations established pursuant to GR 23.

1.4 The Board is responsible for reviewing any allegation that a certified professional guardian or certified professional guardianship agency has violated an applicable statute, fiduciary duty, standard of practice, rule, or regulation.

GR 23 Rule for Certifying Professional Guardians – Certified Professional Guardian Board

(2) Duties and Powers.

(viii) Grievances and Discipline. The Board shall adopt and implement procedures to review any allegation that a professional guardian has violated an applicable statute, fiduciary duty, standard of practice, rule, or regulation. The Board may impose sanctions upon a finding of violation. Sanctions may include decertification or lesser remedies or actions designed to ensure compliance with duties, standards, and requirements for professional guardians.

2. STATEMENT OF FACTS

2.1 On or about September 23, 2010, the Board opened Certified Professional Guardian Board (CPGB) Grievance No. 2011-038 regarding the conduct of Reliable Guardianship Services, Marykay Lamoureux, and Paula Zamudio. Grievant, who is now deceased, was also the incapacitated person C.H. On November 3, 2010, the Board received a second grievance

regarding the same conduct, the same guardians, and the same incapacitated person. The Board opened CPGB Grievance No. 2011-042, but considered the two grievances together.

2.2 C.H. was involved in a single-car accident on August 7, 2010, due to driving under the influence of alcohol. Following the accident, he was in critical condition having suffered multiple injuries including a traumatic brain injury. C.H. was hospitalized locally in an intensive care unit for approximately ten days, and when he was sufficiently stable, he was moved to the Veterans Administration (VA) Hospital in Seattle on August 22, 2010. Upon admission to the VA Hospital, C.H.'s doctor diagnosed several other serious medical conditions, of which most relevant to the guardianship was cirrhosis due to his alcoholism.

2.3 A petition for guardianship was filed in Lewis County Superior Court on August 30, 2010, and the court appointed a guardian ad litem (GAL) to evaluate the matter. On September 17, 2010, the court reviewed the GAL's report and appointed RGS as the guardian for C.H. RGS assigned C.H. to Marykay Lamoureux's caseload on that same date. Ms. Lamoureux acted as guardian for C.H. from September 17, 2010, until sometime in April 2011, when Respondent relieved her of her responsibilities; however, Respondent and Ms. Lamoureux consulted extensively about C.H.'s guardianship as reflected in Ms. Lamoureux's case notes and bills.

2.3.1 The Order Re: Appointment of Guardian of Person and Estate entered on September 17, 2010, set the guardian's fees at the DSHS level of \$175/month, reserving the guardian's right to petition to revise that amount. RGS advanced itself fees in excess of the court's order prior to presenting its Initial Report to the court.

2.3.2 Ms. Lamoureux filed an inventory and proposed budget on December 17, 2010, and a personal care plan on December 21, 2010. Ms. Lamoureux did not file a Declaration of Fees, disclose the \$1,500 in fees already paid to RGS, or request payment in excess of the \$175/month set by court order on September 17, 2010. Ms. Lamoureux's proposed budget

allocated \$500/month for guardian's fees. C.H.'s income exceeded his expenses by only \$182/month.

2.3.3 The Order Approving Initial Reports entered on January 21, 2011, stated that the Guardian's Inventory and Proposed Budget were approved, but did not approve RGS's fees for the initial reporting period.

2.4 C.H.'s sole source of income was a monthly payment from the Department of Veterans Affairs in the amount of \$2,673. Respondent did not determine until late in the guardianship that C.H.'s VA benefits were based on disability rather than pension.

2.5 C.H. resided on a small rural property in Curtis, WA. He owned several horses that lived there with him. On September 15, 2010 (prior to being appointed), Respondent's attorney contacted her and advised her to contact Dan Venable with the Stockmen's Coalition for assistance with the horses. On November 22, 2010, Respondent and Ms. Lamoureaux consulted about, "next steps with horses."

2.5.1 Sometime in December 2010, Ms. Lamoureaux contracted with Mr. Venable to board the horses for \$1,400/month. Ms. Lamoureaux made no payments to Mr. Venable for boarding of the horses because the cost of boarding far exceeded C.H.'s available funds. On April 1, 2011, Ms. Lamoureaux forwarded a letter from Dan Venable to Respondent regarding his board and care for C.H.'s horses. On May 7, 2011, Respondent spoke with Dan Venable regarding the horses, health concerns, and possible sale of horses to pay off the considerable debt owed to him. Respondent again spoke with Dan Venable again on May 24, 2011, and received a confirming email on May 27, 2011, regarding sale of one or more horse(s) to pay his bill.

2.5.2 On June 2, 2011, Respondent emailed Mr. Venable that she had an appointment with her attorney to draft a motion to sell the horses. Respondent, however, never filed a petition

with the court for approval to sell the horses. RGS allowed the debt to Mr. Venable to accrue to over \$7,000 by the time the guardianship was terminated in July 2011.

2.6 In April 2011, Respondent stated that she became aware that Ms. Lamoureux was not able to perform her responsibilities as guardian for C.H. Several bills for essential services were "past due," including public utilities, phone, and garbage.

2.7 The guardians' budget allocated \$500/month for groceries and personal expenses. Respondent admitted that RGS did not established a consistent time or method for distributing funds for C.H.'s personal expenses and groceries. Although disbursements become more consistent after Respondent assumed responsibility for C.H., two significant gaps occurred in which C.H. received only \$100 for approximately a two-week period.

2.8 Respondent billed C.H. for her work to transfer his case from Ms. Lamoureux to herself even though this transfer was strictly intra-agency and due to issues unrelated to C.H. These tasks were administrative in nature and not billable to C.H.

3. VIOLATIONS OF THE STANDARDS OF PRACTICE

The Board hereby incorporates by reference the facts set forth in paragraphs 1.1-1.3, 2.1-2.8, and all subparagraphs contained therein. The Board hereby finds that Respondent has violated the following Standards of Practice:

3.1 Guardian's Duty to the Court.

3.1.1 Based on paragraphs 2.3, 2.4, and all subparagraphs contained therein, the Board finds that Respondent failed to perform her duties and discharge her obligations in accordance with the court's orders, Washington and federal law, as required by SOP 401.1, which provides in pertinent part:

401.1 The guardian shall perform duties and discharge obligations in accordance with applicable Washington and federal law and the requirements of the court.

3.2 Guardian's Duty to Manage the Estate.

3.2.1 Based on paragraphs 2.5, 2.6, 2.7, and all subparagraphs contained therein, the Board finds that Respondent failed to manage C.H.'s estate competently and to provide for C.H.'s needs, as required by SOP 409.1 and 409.4, which provide in pertinent part:

409.1 The guardian shall assure competent management of the property and income of the estate. In the discharge of this duty, the guardian shall exercise the highest level of fiduciary responsibility, intelligence, prudence, and diligence and avoid any self-interest. The management of the estate shall be documented by means of accurate and complete records of all transactions.

409.4 The guardian shall manage the estate with the primary goal of providing for the needs of the incapacitated person.

3.3 Guardian's Duty to Account for Fees.

3.3.1 Based on paragraphs 2.3.1-2.3.3, the Board finds that RGS and Respondent advanced fees in excess of the court order and failed to accurately disclose to the court the fees advanced as required by SOP 410.2 and 410.3, which provide in pertinent part:

410.2 All compensation for the services and expenses of the guardian shall be documented, reasonable in amount, and incurred for the incapacitated person's welfare. The guardian shall not pay or advance himself/herself fees or expenses from any source except as approved by the court.

410.3 When requesting court approval, the guardian shall disclose all compensation, fees and expenses requested, charged, or received in a guardianship case to the court and parties entitled to notice.

3.3.2 Based on paragraph 2.8, the Board finds that Respondent failed to bill fees and expenses reasonably as required by SOP 410.1 and 410.2, which provide in pertinent part:

410.1 The guardian is entitled to reasonable compensation for services rendered on behalf of the incapacitated person. The guardian has a duty to conserve the estate of the incapacitated person. Accordingly, decisions to provide services and incur fees shall be made in such a way as to reflect this duty. Services requiring a minimal degree of training, skill and experience should be billed accordingly.

410.2 The guardian shall review each of the following factors in determining the reasonableness of his/her fee: (a) the necessity of the service, (b) the time

required, (c) the degree of skill and experience required to perform the service, and (d) the cost of any reasonable alternative.

3.4 Grounds for Discipline.

Based on the facts and violations set forth above, Respondents' conduct constitutes grounds for discipline pursuant to Disciplinary Regulation (DR) 503 that provides in pertinent part:

DR 503 A professional guardian may be subject to disciplinary action for any of the following:

503.1 Violation of or noncompliance with applicable statutes, court orders, court rules, or other authority.

503.3 Failure to perform any duty one is obligated to perform as a professional guardian.

503.4 Violation of the oath, duties, or standards of practice of a professional guardian.

4. AGGRAVATING AND MITIGATING FACTORS

The Board may impose discipline, sanctions, costs and other remedies upon a finding of a violation of the Standards of Practice. Pursuant to DR 515.1.4, the Board may consider the existence of aggravating and mitigating factors in determining the sanctions to be imposed.

4.1 Aggravating Factors. DR 515.1.4.1 identifies aggravating factors that may be considered in imposing a sanction. No aggravating factors were found.

4.2 Mitigating Factors. DR 515.1.4.2 identifies mitigating factors that may be considered in imposing a sanction. Mitigating factors considered in these grievances include, but are not limited to, good faith effort to rectify consequences of misconduct, absence of a prior disciplinary record for Respondent individually, and cooperation with the disciplinary proceedings.

5. PRIOR RECORD OF DISCIPLINE

Respondent individually has no prior record of discipline with the Board. The Board administratively decertified Reliable Guardianship Services on November 4, 2013, for failure to maintain two designated CPGs.

6. DISCIPLINARY SANCTIONS AND REMEDIES

Pursuant to its DR 515, any disciplinary sanction or remedy imposed by the Board on a certified guardian is a disciplinary sanction.

Letter of Admonishment. The Board hereby imposes a Letter of Admonishment on Respondent Paula Zamudio. This Agreement constitutes the Letter of Admonishment and shall be placed in the Board's disciplinary files for the Respondent and is open to public access and disclosure. Notice of the discipline imposed is sent to all superior courts.

7. VIOLATION OF AGREEMENT

7.1 Failure to comply with the terms of this Agreement may constitute additional grounds for discipline pursuant to DR 514.4. Failure to comply includes, but is not limited to, failing to follow court orders and procedures, to exercise fiduciary responsibility for any incapacitated person under her care, to improperly advance fees, and to bill for administrative tasks.

7.2 In the event of an alleged breach of this Agreement, the Board will issue a Complaint pursuant to its Disciplinary Regulations, providing notice and an opportunity for a hearing to the certified professional guardian(s) alleged to be in breach of the ARD. If the Board finds that Suspension Pending Disciplinary Proceedings is warranted, it may proceed pursuant to DR 519.

7.3 This Agreement is binding as a statement of all known facts relating to the conduct of Respondent, but any additional existing acts may be proven in any subsequent disciplinary proceedings.

8. NOTICE

The Board shall retain this Agreement in Respondents' disciplinary files. This Agreement shall be open to public access and disclosure. Notice of the discipline imposed shall be sent to all superior courts pursuant to DR 514.3.2.

9. ENTIRE AGREEMENT

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

10. SEVERABILITY

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

11. LAWS GOVERNING

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

12. RIGHT TO COUNSEL

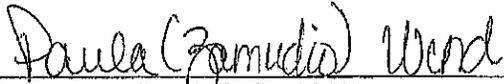
Respondent acknowledges that she has the right to individual counsel for representation in this disciplinary matter, at her expense, as set forth in DR 509.1.

13. PRESENTATION OF AGREEMENT TO THE BOARD

The Standards of Practice Committee (SOPC) will present this Agreement to the Board for approval at the next regular Board meeting. The SOPC reserves the right to withdraw this offer

of settlement at any time prior to the presentation to the Board. This Agreement is not binding unless, and until, the Board approves and executes the Agreement. If the Board rejects this Agreement, Respondent waives any objection to any Board member who heard the initial presentation from participating in the final determination of this matter.

COPY RECEIVED; NOTICE OF PRESENTATION WAIVED:


Paula Zamudio, CPG No. 10691
Individually and as Designated CPG of
Reliable Guardianship Services, Inc.
CPGA No. 11286

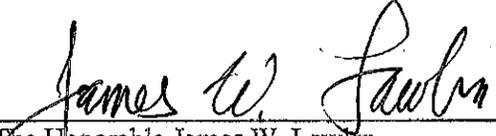
11/6/14
Date


[Print Name]: Scott E. Binkley
Attorney for Respondent
WSBA # 21837

11/6/14
Date

**APPROVED AND ORDERED BY THE
CERTIFIED PROFESSIONAL GUARDIAN BOARD**

This 18 day of Nov., 2014.


The Honorable James W. Lawler
Chair, Certified Professional Guardian Board