

1855 Jersey Street
Quincy, IL 62301
January 13, 2013

Chief Justice Paula M. Carey
Administrative Office of the Trial Court
Probate and Family Court Department
John Adams Courthouse
One Pemberton Square
Boston, MA 02108

Dear Chief Justice Carey:

Since 2007 my sister and I have been requesting accounting information concerning my mother's assets. Ms. Cukier, former guardian, had access to financial records needed to complete the initial accounting; she refused to turn over these documents. Apparently it served her purpose not to cooperate. Said guardian did not do her own accounting until at least two years into her guardianship when she was forced to produce a preliminary accounting. It appears that she was too busy paying herself every month without court approval in violation of SJC Rule 1:07 and did not want anyone to discover her activities (see attachments, pp. 1-14).

The original individual asked to execute the initial accounting (for both of our parents covering the time frame from 4/13/06-2/7/07) spent more than three years allegedly so engaged. The last time that I spoke to this individual in 2011, he indicated that the accounting was low priority and on the back burner. Several months later we were given the impression that a second individual, once he had pried the documents from the grasp of the former non-actor, was ready to complete and file said accounting. However, it has been more than a year hence and that has not happened.

Because this accounting has not been timely filed, there have been unnecessary bond payments made on behalf of Ms. Bragdon totaling at least \$8,400; unnecessary bond payments made on behalf of R. Eklund and L. DeFabritiis; and now a creative accounting maneuver by A.A. Dority to expunge their records to reflect only L. DeFabritiis as guardian (see attachment, p. 15).

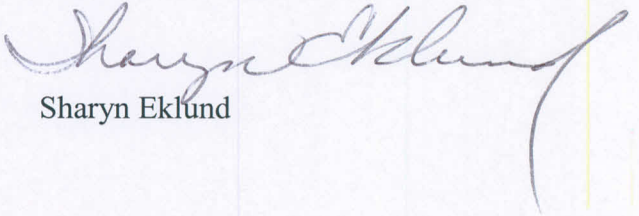
Over the course of more than five years we have communicated with this court to no avail. On 2/17/12, my sister sent this court another correspondence reflecting this "frustrating ordeal," and yet nothing is done and the invoices keep coming (see attachment, p. 16). Furthermore, she referred to the fact that this court lacks general and civil jurisdiction and thus cannot divest a federal or concurrent state court of jurisdiction to hear such actions as those sounding in breach of fiduciary duty or malfeasance by a lawyer and/or guardian. Moreover, this court cannot use the "probate court exception" to dismiss in personam claims – widely recognized torts- just because the issues intertwine with proceedings in probate court. Also, a probate or district court cannot dismiss a claim concerning accounting of assets removed from

the Eklund estate while our mother was alive because said removal during her lifetime removed these assets from the limited scope of the probate exception.

The travesty is that this court turns a blind eye to the violations of basic fundamental principles – i.e., it allows the violation of its Rules, the breach of fiduciary duty, fraud, violation of constitutional and human rights, etc. This court allowed the untimely death of my mother, the looting of her estate, and more than five years to file a basic initial accounting. The Eklund case has become Bleak House in every sense of the word.

One would think that this institution would feel some modicum of shame for its less than stellar record. Even if there is now a rush to close this case in hopes of covering up the multitude of transgressions, the stain is indelible.

Respectfully submitted,



Sharyn Eklund

attachments: 16 pages

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Letter to Winchester Savings Bank fro guardianship accounting information
 Wednesday, November 18, 2009 4:05 PM

From: "Cushing, George L." <George.Cushing@klgates.com>
To: undisclosed-recipients

PLEASE NOTE: You were BCC'd

To: Lisa Cukier
Cc: David Losier; D'Anca, Laura A.; Ripa, Rhonda K.

Dear Lisa:

Per my November 6, 2009 letter to you requesting certain financial information needed for Linda DeFabritiis, Ronald Eklund and Regina Bragdon to complete their respective accounts as Guardians of Ms. Eklund prior to your appointment in 2007, I note that we have not yet received your signed letter to Winchester Savings Bank or a response from you regarding same. Therefore, it is my understanding that you will be contacting the Bank directly to obtain this information.

As you know, per the terms of the Stipulation and Agreement for Judgment, delivery of the requested documentation must be made within thirty (30) days of your receipt of this written request; provided that such documentation is within your control or is documentation to which you have access in your capacity as Mrs. Eklund's current legal Guardian. We do not anticipate any delay due to lack of control or access, since the requested documentation only requires sending a written request to Winchester Savings Bank. Therefore, we expect to receive the requested documentation on or before Monday, December 7, 2009.

If you have any questions, please feel free to contact me.

George
 George L. Cushing
 K&L Gates LLP
 State Street Financial Center
 One Lincoln Street
 Boston, MA 02111-2950
 Direct: 617-261-3180
 Fax: 617-261-3175
 george.cushing@klgates.com
 www.klgates.com

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November 6, 2009

George L. Cushing
D 617.261.3180
F 617.261.3175
george.cushing@klgates.com

VIA HAND DELIVERY

Lisa M. Cukier, Esquire
Burns & Levinson
125 Summer Street
Boston, MA 02110

Re: Guardianship of Elizabeth Eklund

Dear Lisa:

Pursuant to Paragraph 11 of the Stipulation and Agreement for Judgment, which was filed with the Middlesex Probate and Family Court (Docket No. 05P-5445) on October 9, 2009 and scheduled for Status Review on December 18, 2009 per an Order of the Court dated October 9, 2009 (the "Stipulation and Agreement for Judgment"), I request that you provide to us the following information required for Linda DeFabritiis, Ronald Eklund and Regina Bradgon to complete their respective accounts as Guardians of Ms. Eklund:

(1) Copies of Checks from Accounts at Winchester Savings Bank

Although the prior Guardians have information regarding the dates and amounts of certain checks that were cashed from Ms. Eklund's Accounts at Winchester Savings Bank from March 2006 through January 2007, they do not have information regarding to whom the following checks were made payable:

I. Joint Checking Account (Account # [REDACTED])

Date of Check	Amount of Check
April 7, 2006	\$471.60
April 18, 2006	\$600.00
April 19, 2006	\$200.00
September 13, 2006	\$300.00
December 6, 2006	\$83.44
December 11, 2006	\$25.97

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Lisa M. Cukier, Esquire
November 6, 2009
Page 2

II. Individual Passbook Savings Account (Account # [REDACTED])

Date of Check	Amount of Check
July 3, 2006	\$580.00
July 5, 2006	\$823.00
August 21, 2006	\$80.00
October 4, 2006	\$3,624.48
October 4, 2006	\$1,798.15
December 21, 2006	\$184.59
January 23, 2007	\$383.42
January 23, 2007	\$190.22
January 31, 2007	\$176.37

III. Joint Passbook Savings Account (Account # [REDACTED])

Date of Check	Amount of Check
March 20, 2006	\$500.00
March 27, 2006	\$500.00
March 30, 2006	\$2,522.00

(2) Winchester Savings Bank Account Statements

In addition to the above-requested information regarding checks that were drawn on the above-referenced accounts, the prior Guardians request proof of a deposit into Mrs. Eklund's Joint Passbook Savings Account (Account # [REDACTED]) at Winchester Savings Bank of a \$15,000 check. In addition to the amount of the check, the prior Guardians have the following information regarding the check, but do not have actual proof of the deposit:

- Cashier's/bank check (posting check # [REDACTED]) issued by Fifth Third Bank, Florida;

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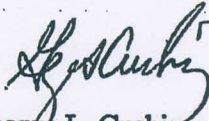
Lisa M. Cukier, Esquire
November 6, 2009
Page 3

- From S. Kolar;
- Dated 4/8/2005;
- Posting Account # [REDACTED];
- Florida bank posting date 4/13/05.

As agreed to the Stipulation and Agreement for Judgment, delivery of the requested documentation must be made within thirty (30) days of your receipt of this written request; provided that such documentation is within your control or is documentation to which you have access in your capacity as Mrs. Eklund's current legal Guardian. Since the requested documentation merely requires sending a request to Winchester Savings Bank, we do not anticipate any delay due to lack of control or access. Therefore, for your convenience, we have prepared and enclose a letter of request for the documentation from you to Winchester Savings Bank. Please sign and return the enclosed letter to us by **Wednesday, November 11** and please include a Certificate of your Appointment as Guardian. We will then forward the letter and Certificate to the Bank on your behalf.

If you have any questions or if you will not be returning the signed letter to us by Wednesday, November 11, please let me know.

Sincerely,


George L. Cushing

Enclosure

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From: "sharyn eklund" <sharynkeklund@yahoo.com> Add sender to Contacts

laura.danca@klgates.com
 george.cushing@klgates.com

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--- On Wed, 6/17/09, sharyn eklund <sharynkeklund@yahoo.com> wrote:

From: sharyn eklund <sharynkeklund@yahoo.com>
 Subject: missing accounting items
 To: george.cushing@klgates.com
 Cc: l.defab@yahoo.com
 Date: Wednesday, June 17, 2009, 4:51 PM

George:

There are 18 items needed to finish the accounting and get rid of outstanding bonds.

- (1) joint Winchester acct 
- (a) April 7,06 - need "pay to the order of" info - for \$471.60
- (b) April 18,06- " for \$600.00
- (c) April 19,06- " for \$200.00
- (d) Sept 13,06 " for \$300.00
- (e) Dec 6, 06 " for \$83.44
- (f) Dec 11, 06 " " for \$25.97

(2) Winchester Passbook Savings acct (Elizabeth) # 

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(a) Jul 3,06- need "pay to the order of" info - for \$580.00

(b) Jul 5,06 " " for \$823.00

(c) Aug 21,06 " " for \$80.00

(d) Oct 4,06 " " for \$3,624.48

(e) Oct 4,06 " " for \$1,798.15

(f) Dec 21, 06 " " for \$184.59

(g) Jan 23,07 " " for \$383.42

(h) Jan 23,07 " " for \$190.22

(i) Jan 31,07 " " for \$176.37

(3) Winchester joint savings passbook acct [REDACTED]

(a) Mar 20,06 " " for \$500.00

(b) Mar 27,06 " " for \$500.00

(c) Mar 30, 06 " " for \$2,522.00

Perhaps this should also be covered in a separate letter incorporated by reference into the "agreement." We want to close out every thing pertaining to my father's estate, my mother's accounting re: Linda and Ron, and close out the corresponding bonds.

Thanks.

Sharyn

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Message Encoding

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From: Linda DeFabritiis (l.defab@yahoo.com)
To: rob.moran@verizon.net;
Date: Wed, February 25, 2009 5:25:17 PM
Cc: sharynkeklund@yahoo.com; george.cushing@klgates.com;
Subject: Re: Accounting

Mr. Moran,

1. Sharyn and I asked you if you could do the accounting, not Lisa Cukier.
2. Sharyn gave documentation to Gayle on 6/29/07 and I gave Gayle a pile of accounting information which she said would be in safe keeping and returned to me.
3. I do not know of any meetings for the accounting and we cannot be blamed for the actions of Lisa Cukier not cooperating in turning over the information that you needed.
4. Please return the documentation in order that we can try and go forward with the conclusion of this accounting.

Thank you, Linda

--- On **Wed, 2/25/09, Robert C. Moran** <rob.moran@verizon.net> wrote:

From: Robert C. Moran <rob.moran@verizon.net>
Subject: Accounting
To: l.defab@yahoo.com
Date: Wednesday, February 25, 2009, 8:01 PM

Linda:


Attached is a response to your email of February 1, 2009.

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stipulations/sanctions re: Ms. Cukier's activities concerning my mother

Monday, January 12, 2009 5:27 PM

From: "sharyn eklund" <sharynkeklund@yahoo.com>

To: george.cushing@klgates.com

Cc: ldefabritis@comcast.net

George:

Here are a list of items to consider.

(1) need a forensic accountant (at Burns&Levinson/Cukier's expense) to go through all my mother's accounts/assets.

(2) need all requested financial information turned over to Mr.Moran re: his alleged accounting activities; if Ms. Cukier does not turn over said documents forthwith, then there should be a fine for every day records are not forthcoming. Then if Mr. Moran cannot complete the task within one month of receiving said documents, he should turn the task over to someone who can. No accounting should take 1 1/2 plus years.

(3) Ms. Cukier must do her own accounting forthwith (said accounting was due in Aug, 2008), if not then there must be sanctions for every day said accounting is not done. My mother must not be charge for Ms. Cukier's frivolous complaints/motions/service/surveillance/reports, etc.; and my mother must be reimbursed for over-payments made to Best Home Care. Additional sanctions must be in place to preclude any future frivolous complaints, etc.

(4) Verification must be made of Ms. Cukier's alleged payment to herself every month.

(5) Ms. Cukier must provide my mother with sufficient funds on a weekly basis to meet her basic needs, and said allotment must be sent to my sister for her signature.

(6) Home repairs must be addressed in a prompt manner, and initiated repairs must be completed in a timely fashion. Any additional expense for thwarted/ignored needed repairs should be borne by Ms. Cukier/Burns&Levinson.

(7) A stipulation should be incorporated into the "Care Plan" whereby when members of my mother's family present overwhelming evidence that the guardian is not acting in the best interest of my mother, that the guardian shall cease to provide said services, reimburse my mother for questionable billing, and compensate my mother for any and all abuses.

(8) The schedule of care must be treated as a flexible guideline with certain changes - such as (a) my mother does not get up at 0500 hrs on Sunday [usually between 0830 - 1000]; a more reasonable time for Ron to arrive is 0900 hrs; (b) Linda's schedule does not coincide with 1600 hrs - 2100 hrs; this requires change; (c) based upon Brad's recent performance with my mother, he cannot provide unsupervised care - i.e., on a daily basis Linda and/or i need to take vitals, see what type of food is being provided, etc. This requirement also applies concerning Brad's wife; (d) individuals are not to be forced out into bad weather based upon an arbitrary/rigid schedule; nor should my mother be expected to travel to Ron's in an ice/snow storm or when there is a weather advisory declaring that people should stay off the roads.

(9) Food, medicine, clothing, and needed repairs are not incidental needs.

(10) Based upon Ms. Cukier's handling of Best Home Care and Prime Care (10/13/08), family members Linda, myself) do not trust Ms. Cukier to make any treatment decisions concerning my mother. Ms. Cukier has allowed abusive treatment of my mother and eight hospital admissions. My mother has endured enough at the hands of Ms. Cukier.

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[mailto:ldefabritis@comcast.net]
Sent: Tuesday, January 08, 2008

7:06 PM
To: Lisa Cukier
Subject: Re:

Eklund

Please send all account balances, the Citizens balance, the two John Hancock IRA's, the John Hancock annuity, the two CD's at Somerville, the Ohio National annuity, the Harvard Pilgrim retirement fund, the balance Regina Bragdon held-has this been given back? Did Ms Bragdon ever return my mother's house key, and mail and newspapers that were in my mother's kitchen? This info will be a start as your accounting has not been filed yet.

Thank you, Linda

Original message -----
From: "Lisa Cukier"
<lucukier@burnslev.com>

Hi Linda:

- 8) Ms. Cukier ignored the advice from Mr. Busa and engaged in activities that cost the estate:
- a) ignoring the actions of Best Home Care (see the attached documents): negatively impacting Mrs. Eklund's health and costing the estate \$42, 678.77; these payments were not to the benefit of Mrs. Eklund.
 - b) contracting with Prime Care for her own comfort and not that of Mrs. Eklund – see documentation under J. Medow regarding less than competent conduct of Ms. Medow that negatively impacted the health of Mrs. Eklund and cost the estate \$38, 896.88; these payments were not to the benefit of Mrs. Eklund.
 - c) ignoring home maintenance needs that cost the estate \$141,000 (\$381,000 - \$240,000 = \$141, 000 lost); see documents that show water damage and neglect resulting in said loss.
 - d) ignoring repeated requests for accounting information which cost the estate \$8, 400.00 in unnecessary bond payments for Ms. Bragdon (\$2,100.00/year for 4 years).
 - e) ignoring SJC Rule 1:07 and paying herself \$323, 555.29 while giving Mrs. Eklund \$14.29/d (\$100.00/week) for food, medicine, clothing and other necessities. This was a grave breach of fiduciary duty.
 - f) ignoring information regarding Mrs. Eklund's lack of VA benefits, and persisting to file VA affidavits costing the estate \$2080 (see invoice #s 666911, 666912, 666913, etc.).
 - g) ignoring Mrs. Eklund's medical conditions and dragging her from her home for 1 ½ months, exacerbating her medical conditions, comprising her health and billing needless charges that did not benefit Mrs. Eklund (see such charges as 5 hrs on 2/13/09, invoice # 699606); placing her in a non-ergonomically suited environment with an individual who was court ordered to undergo counseling for child abuse. This conduct demonstrated poor professional judgment.
 - h) engaging in harassing contempt charges knowing that they were baseless (see attached documentation) costing the estate \$7880.00.
 - i) encouraging "excessive" emails, phone calls, visits from Ron, Brad, Dee, Cindy (see attached documents) costing the estate \$65, 628.00.
 - j) engaging in 14.05 hours dealing with Ms. Bragdon/Mr. Glick regarding accounting issues (see invoice #s 666909, 666910, 666911, 666913, 666914, 666917, 666918, etc.); and paying Primak \$520.00 for an accounting that was never filed.
 - k) paying the following vendors with no information regarding their services:

FREA:	\$1750.00
Optima:	156.45
Messenger:	281.11
Bos. Cab:	<u>53.00</u>

\$2240.56

- 1) ignoring the wishes of Mrs. Eklund to be cared for by family and the advice of Mr. Busa regarding squandering assets and hiring such agencies as Affordable Peace of Mind, impacting Mrs. Eklund's health and costing the estate \$108, 078.39.

The questionable amounts taken from/lost to the estate by Ms. Cukier are in **excess of \$664, 849.89.**

I and my sister are asking that all invoices/SJC statements, accountings, bank records, and any other financial information from Ms. Cukier and Ms. Bragdon be turned over to a forensic accountant with such agencies as the DOJ Victims of Crime and Criminal Divisions, and the FBI Criminal Division.

List of exhibits and documents pertaining to Ms. Cukier are attached.

Secondly, concerning Ms. Bragdon:

- 1) There are questionable items on her billing.

- a) Entry dated 2/17/07 for a pathologist Jeremy Bragdon for \$101.25. This did not benefit Mrs. Eklund. A refund is due.
- b) Entry dated 2/24/07 – a Saturday- for \$1, 012.51 when Ms. Bragdon never showed up at Mrs. Eklund's home on a Saturday.
- c) Entry dated 4/1/2007 – for Palm Sunday – claiming \$202.50 for certain banking/business activities.
- d) Entry dated 5/4/2007 – for a PI in Chicago, charging \$135.00; no one to my knowledge lived in Chicago. This charge was not for the benefit of Mrs. Eklund.
- e) total for items a-d: \$1, 451.26.

2) Entry on 6/25/08 – **Primak Partners: \$520.00** for an accounting; however, Ms. Bragdon never filed the accounting costing the estate **\$8, 400 in unnecessary bond payments.** Ms. Bragdon waited until August , 2011 to file an accounting, but failed to provide copies to the heirs for review.

3) From the period of Feb., 2007 to June, 2007, Ms. Bragdon billed the Eklund estate \$13, 207.68 - \$3, 301.92/mon. Yet, Ms. Bragdon gave Mrs. Eklund \$12.43/d (\$870/70d) upon which to live – i.e., food, medicine, clothing and other necessities. See attached exhibits. This was a breach of her fiduciary duty to Mrs. Eklund.

4) Ms. Bragdon/Dr. Trinh arbitrarily decided to increase the Aricept dose from 5 mg/d to 10 mg/d causing an adverse drug interaction with seroquel which resulted in a seizure. See medical documentation attached.

Exhibit F

150.	02/18/08	Prime Care	\$759.00
151.	03/02/08	Best Home Care, Inc.	\$3,304.80
152.	03/21/08	Audrey Zabin & Associates (retainer)	\$390.00
153.	05/13/08	Audrey Zabin & Associates	\$1,257.50
154.	06/15/08	Audrey Zabin & Associates	\$80.00
<u>Life Insurance</u>			
155.	12/03/07	John Hancock	\$232.64
156.	07/28/08	John Hancock	\$46.31
<u>Taxes</u>			
157.	04/15/08	Internal Revenue Service (2007 tax)	\$300.00
158.	04/15/08	Department of Revenue (2007 tax)	\$700.00
<u>Legal Fees</u>			
159.	09/25/07	Burns & Levinson LLP	\$26,978.34
160.	12/12/07	Burns & Levinson LLP	\$13,645.87
161.	12/17/07	Burns & Levinson LLP	\$4,820.00
162.	12/17/07	Burns & Levinson LLP	\$10,357.90
163.	12/31/07	Burns & Levinson LLP	\$1,700.00
164.	12/31/07	Burns & Levinson LLP	\$57.80
165.	02/14/08	Burns & Levinson LLP	\$8,417.78
166.	03/12/08	Burns & Levinson LLP	\$10,350.99
167.	04/09/08	Burns & Levinson LLP	\$6,127.36
168.	05/15/08	Burns & Levinson LLP	\$4,279.38
169.	06/20/08	Burns & Levinson LLP	\$4,950.80
170.	06/27/08	Burns & Levinson LLP	\$2,201.57
<u>Guardianship Fees and Expenses</u>			
171.	09/11/07	A.A. Dority (bond for Lisa Cukier)	\$1,758.00
172.	03/26/08	A.A. Dority (bond for Regina Bragdon)	\$2,100.00
173.	06/20/08	A.A. Dority (bond for Lisa Cukier)	\$1,758.00
174.	06/25/08	Primak Partners (preparation of Regina Bragdon account)	\$520.00
<u>Miscellaneous</u>			
175.	09/06/07	Ronald Eklund (reimbursement for Elizabeth Eklund plane ticket to Arizona)	\$294.60
176.	10/24/07	Ronald Eklund (reimbursement for medical expenses and miscellaneous items)	\$1,015.75
<u>Bank Charges</u>			
177.	04/16/08	John Hancock (distribution error)	\$4.73
<u>Adjustment for John Hancock Deposits to Winchester Savings</u>			
178.	08/22/07	Withdrawal \$452.67; Deposit \$383.41	\$69.26

<u>Date</u>	<u>Tkpr</u>	<u>Narrative</u>	<u>Hours</u>
		DeFabritiis. Follow up to file. Telephone conference call to Linda McKillop of Best Home Care to discontinue services for now. Correspondence from Attorney Moran regarding 2006 tax returns. Telephone conference call and correspondence to CPA Wall.	
01/11/08	LMC	Status update from Mr. Wooldridge. E-mail to all family with status update. E-mails from Mr. Brad Eklund and Mrs. D. Eklund. E-mail to Mr. B. Eklund. Review Verizon invoice.	0.60
01/14/08	LMC	Status update from Ms. DeFabritiis. E-mail from and to Brad Eklund regarding 24-hour care. Telephone conference call with Mr. Ron Eklund regarding snow plowing and snow blowing.	0.30
01/15/08	LMC	E-mail from and to Ms. Wooldridge.	0.10
01/15/08	LMC	E-mail regarding oil contract. E-mail from and to Mr. R. Eklund regarding snow plow contractor.	0.20
01/16/08	LMC	Review account statement from Central Bank.	0.10
01/17/08	LMC	Conference call with Attorney Benson and Attorney Moran regarding account of prior guardians and current living status of Mrs. Eklund.	0.75
01/17/08	SBQ	Review Central Bank statement for December.	0.10
01/18/08	LMC	Review Fidelity statement. Review Hancock statement. Review Medicare statement. Review Medex Invoice. Review correspondence from Attorney Moran. <u>Arrange for Collation and assembly of documents needed for Ron and Linda's account.</u>	0.60
		Follow up regarding Roger's Order with Dr. Arslanian. Review case status and follow up to file.	
01/18/08	SBQ	Review Fidelity and John Hancock statements.	0.10
01/21/08	LMC	Telephone conference call with John Hancock regarding tax withholding. Review and analyze report of Geriatric Case Manager. E-mails to and from Ms. Joanne Wooldridge. E-mail from and to Mrs. DeFabritiis regarding care services. E-mail to all family with care management report and my proposals. Check and correspondence to Mrs. Eklund. Payment of invoices for dental and Blue Cross. Review account statement from Citizens Bank.	1.30
01/22/08	LMC	E-mail from Mr. B. Eklund. E-mail from Mr. R. Eklund. E-mail response to Mr. B. Eklund and Mr. R. Eklund and Attorney Benson. Review Proof of Service on Brad Eklund. E-mail to family regarding preparation of 2007 taxes. Review John Hancock statement and distribution check.	0.70
01/23/08	LMC	Two e-mails from Mr. Brad Eklund. Two e-mails from Mr. R. Eklund. E-mails to Mr. B. Eklund and Mr. R. Eklund. Review	0.50

Cushing, George L.

From: Cushing, George L.
Sent: Wednesday, January 28, 2009 5:33 PM
To: 'Lisa Cukier'
Subject: Rule 1.07 applies to guardianship of Elizabeth Eklund

Lisa:

I have reviewed the text of SJC Rule 1.07 in light of our conversation earlier today and reiterate my disagreement with your conclusion that you are not subject to that Rule in your capacity as guardian of Elizabeth Eklund.

As I read Rule 1.07, advance Probate Court approval is required for payment of fees for services rendered by any person acting as a court appointed fiduciary whose appointment is required to be recorded in the Appointment Docket maintained under Rule 1.07 by the Court issuing such appointment. Those fiduciaries who are required to be listed in that Docket include, under subsection (5) (k) "any guardian or conservator who is an attorney ... unrelated to the ward by blood or marriage." The details governing compliance with Rule 1.07 are set forth in subsections (7) and (8) of Rule 1.07.

I don't think that the fact that your appointment was agreed to by the parties affects this requirement.

George

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David Aptaker, Esq.
c/o: Kimberly Kelly
92 Montvale Avenue
Stoneham, MA 02180

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