

1 **SUPREME COURT OF ARIZONA**
2 **FIDUCIARY BOARD**

3 **IN THE MATTER OF FIDUCIARY BOARD)**

4 **LISA PRICE,)**
5 License Number [REDACTED])

6 and)

7 **ENTRUST FIDUCIARY SERVICES, INC.,)**
License Number [REDACTED])

No. FID-NFC-19-0001 through
19-0004
FID-NFC-19-0013 through
19-0016 and
FID-NFC-19-0022 through
19-0023

8 **FINAL ORDER**

9 On February 10, 2022, the Fiduciary Board ("Board") filed a Notice of Formal Statement
10 of Charges and Right to Hearing in the above-captioned matter [Exhibit A] with the Honorable
11 Margaret H. Downie. Lisa Price ("Price") and Entrust Fiduciary Services, Inc. ("Entrust") failed
12 to file an Answer and did not request a hearing. Price and Entrust will be referred to as the
13 "Fiduciaries". The Board finds the Fiduciaries in default and the Factual Allegations of
14 Misconduct contained in Exhibit A are deemed admitted, pursuant to ACJA § 7-201(H)(11). The
15 Board holds the authority to proceed with this action pursuant to ACJA § 7-201(D)(5)(c).
16

17 **JURISDICTION**

18 Pursuant to Arizona Codes of Judicial Administration ("ACJA") § 7-201 and § 7-202
19 adopted by Arizona Supreme Court, the Board served Notice of Formal Statement of Charges
20 and Right to Hearing to the Fiduciaries on February 14, 2022. The Board has jurisdiction over
21 this matter as Price was granted licensure on August 24, 2004, and Entrust was granted licensure
22 on August 16, 2005. Pursuant to ACJA § 7-201(H) and ACJA § 7-202(H), the matter was
23 investigated and the Fiduciaries were provided an opportunity to respond to the complaint,
24 participate in the investigation of the complaint, file an Answer to the Notice of Formal Statement
25 of Charges, and request a hearing.

PROCEDURAL HISTORY

1
2 1. On January 9, 2019, the Certification and Licensing Division ("Division") received
3 complaint numbers 19-0001 and 19-0002 involving the Fiduciaries.

4 2. On January 23, 2019, the Division sent the Fiduciaries a copy of complaint numbers 19-
5 0001 and 19-0002 and notice of the ACJA § 7-201(H)(3)(c) requirement that the Fiduciaries
6 submit a written response to the complaint within thirty (30) days. Division records reflect the
7 Fiduciaries did not file a written response to complaint numbers 19-0001 and 19-0002.

8 3. On January 15, 2019, the Division received complaint numbers 19-0003 and 19-0004
9 involving the Fiduciaries.

10 4. On January 23, 2019, the Division sent the Fiduciaries a copy of complaint numbers 19-
11 0003 and 19-0004 and notice of the ACJA § 7-201(H)(3)(c) requirement that the Fiduciaries
12 submit a written response to the complaint within thirty (30) days. Division records reflect the
13 Fiduciaries did not file a written response to complaint numbers 19-0003 and 19-0004.

14 5. On March 30, 2019, the Division served the Fiduciaries with complaint numbers 19-0001,
15 19-0002, 19-0003 and 19-0004. Additionally, on June 5, 2019, the Division emailed the
16 complaint numbers 19-0001, 19-0002, 19-0003 and 19-0004 to Fiduciaries' attorney, Scott Ferris
17 ("Ferris"). Division records reflect the Fiduciaries did not file written responses to complaint
18 numbers 19-0001, 19-0002, 19-0003 and 19-0004.

19 6. On June 5, 2019, the Administrative Director of the Courts initiated complaint numbers
20 19-0013 and 19-0014 involving the Fiduciaries.

21 7. On June 11, 2019, the Division sent a copy of complaint numbers 19-0013 and 19-0014
22 and notice of the ACJA § 7-201(H)(3)(c) requirement that the Fiduciaries submit a written
23 response to the complaint within thirty (30) days to Ferris, in the care of the Fiduciaries via email
24 and mailed the original copy via certified mail to the Fiduciaries' business mailbox. Division
25

1 records reflect the Fiduciaries did not submit a written response to complaint numbers 19-0013
2 and 19-0014.

3 8. On June 6, 2019, the Division received complaint numbers 19-0015 and 19-0016
4 involving the Fiduciaries.

5 9. On June 20, 2019, the Division sent the Fiduciaries a copy of complaint numbers 19-0015
6 and 19-0016 and notice of the ACJA § 7-201(H)(3)(c) requirement that the Fiduciaries submit a
7 written response to the complaint within thirty (30) days. On July 19, 2019, Division records
8 reflect the Fiduciaries submitted a timely written response to complaint numbers 19-0015 and
9 19-0016.

10 10. On September 19, 2019, the Division received complaint numbers 19-0022 and 19-0023
11 involving the Fiduciaries.

12 11. On September 23, 2019, the Division sent, via certified mail, to the Fiduciaries a copy of
13 complaint numbers 19-0022 and 19-0023 and notice of the ACJA § 7-201(H)(3)(c) requirement
14 that the Fiduciaries submit a written response to the complaint within thirty (30) days. The
15 complaint was returned to the Division on October 14, 2019. On January 21, 2020, the Division
16 sent the complaint via mail to another address that the Division had on record for the Fiduciaries.
17 This too was returned to the Division.

18 12. On June 11, 2021, in response to a document request, Price informed the Division that
19 she had no record of complaint numbers 19-0022 and 19-0023. On June 15, 2021, the Division
20 emailed Price a copy of complaint numbers 19-0022 and 19-0023.

21 13. Division records reflect the Fiduciaries did not submit a written response to complaint
22 numbers 19-0022 and 19-0023.

23 14. On January 6, 2022, pursuant to ACJA § 7-201(H)(5)(a)(3), the Probable Cause Evaluator
24 entered a finding probable cause exists in complaint numbers 19-0001, 19-0002, 19-0003, 19-
25 0004, 19-0013, 19-0014, 19-0015, 19-0016, 19-0022 and 19-0023.

1 15. On January 13, 2022, the Board accepted the finding of the Probable Cause Evaluator and
2 entered a finding grounds for formal disciplinary action existed as to Allegations 1 through 5
3 pursuant to ACJA § 7-201(H)(6). The particular sections of laws, court rules, ACJA, and orders
4 relevant to complaint numbers 19-0001, 19-0002, 19-0003, 19-0004, 19-0013, 19-0014, 19-
5 0015, 19-0016, 19-0022 and 19-0023 are ACJA §§7-201(F)(4) and (H)(3)(c); 7-201(H)(6)(a),
6 (c), (h) and (k)(6), (7) and (8); 7-202 (J)(1)(a) and (c)(2); 7-202 (J) (4) and (5)(k); 7-202
7 (J)(2)(b)(1); and 7-202 (J)(5)(h) and (J)(4).

8 16. On February 14, 2022, the Fiduciaries were served with a Notice of Formal Statement of
9 Charges and Right to Hearing in complaint numbers 19-0001, 19-0002, 19-0003, 19-0004, 19-
10 0013, 19-0014, 19-0015, 19-0016, 19-0022 and 19-0023. The Fiduciaries failed to file an
11 Answer and did not request a hearing.

12 **FINDINGS OF FACTS**

13 The Fiduciaries having failed to file an Answer, the Board finds the Fiduciaries in default
14 and the Factual Allegations of Misconduct contained in Exhibit A are deemed admitted, pursuant
15 to ACJA § 7-201(H)(11). On February 9, 2022, the Board adopted the Factual Allegations of
16 Misconduct in Exhibit A as the Findings of Fact in the matter.

17 **CONCLUSIONS OF LAW**

18 The Board adopts the Formal Charges contained in Exhibit A as the Conclusion of Law
19 in this matter.

20 **FINAL DECISION and ORDER**

21 Having adopted the above-referenced findings and conclusions, the Board orders the
22 following disciplinary sanction in complaint numbers 19-0001, 19-0002, 19-0003, 19-0004, 19-
23 0013, 19-0014, 19-0015, 19-0016, 19-0022, 19-0023:

24 a) Revoke Lisa Price's license, pursuant to ACJA § 7-201(H)(24)(a)(6)(i);
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- 1 b) Revoke Entrust Fiduciary Services, Inc.'s license, pursuant to ACJA § 7-
2 201(H)(24)(a)(6)(i);
- 3 c) Issue a cease and desist order enjoining Lisa Price and Entrust Fiduciary Services, Inc.
4 from presenting themselves to the public as licensed fiduciaries pursuant to ACJA § 7-
5 201(H)(24)(a)(6)(g); and
- 6 d) Issue a cease and desist order enjoining Lisa Price and Entrust Fiduciary Services, Inc.
7 from conducting fiduciary regulated activities through non-licensed entities pursuant to
8 ACJA § 7-201(H)(24)(a)(6)(g).

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11 DATED this 14 day of May, 2022.

12 
13 Deborah Primock, Chair
14 Fiduciary Board

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1 A copy of the foregoing mailed/mailed this ___ day of May, 2022 to:

2 Scott Ferris and Christine Tasopoulos
3 Dyer Bregman & Ferris, PLLC
3411 N. 5th Ave., Suite 300
4 Phoenix, AZ 85013
Attorneys for Lisa Price and Entrust Fiduciary Services, Inc.

5 Lisa Price
6 [REDACTED]

7 Entrust Fiduciary Services, Inc.
8 20325 N 51st Ave. Suite 134
Glendale, AZ 85308

9 A copy of the foregoing emailed this ___ day of May, 2022 to:

10 Eryn McCarthy
Assistant Attorney General
11 Agency Counsel Section
Office of the Arizona Attorney General
2005 North Central Avenue
12 Phoenix, Arizona 85004-2926
[REDACTED]

13 Jim Morrow, General Counsel
14 Administrative Office of the Court
1501 West Washington
15 Phoenix, Arizona 85007
[REDACTED]

16
17
18 By:

19 Margaret Lindsey, Complaints Unit Manager
20 Certification and Licensing Division
21
22
23
24
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EXHIBIT A

FILED

FEB 10 2022

SUPREME COURT OF ARIZONA
FIDUCIARY BOARD

DISCIPLINARY CLERK OF THE
SUPREME COURT OF ARIZONA

IN THE MATTER OF FIDUCIARY
LICENSE:

LISA PRICE,
License Number [REDACTED]

and

ENTRUST FIDUCIARY SERVICES, INC.,
License Number [REDACTED]

Nos. FID-NFC-19-0001 through
19-0004
FID-NFC-19-0013 through
19-0016 and
FID-NFC-19-0022 through
19-0023

NOTICE OF FORMAL
STATEMENT of
CHARGES and RIGHT to
HEARING

On January 6, 2022, pursuant to Arizona Code of Judicial Administration ("ACJA") § 7-201(H)(5)(a)(3), Probable Cause Evaluator, Marcus Reinke, entered a finding probable cause exists as to Allegations 1 through 5 in complaint numbers 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014, 19-0015/19-0016 and 19-0022/19-0023. The particular sections of laws, court rules, ACJA, and orders relevant to the alleged acts of misconduct are ACJA §§ 7-201(F)(4) and (H)(3)(c); 7-201(H)(5)(a), (c), (h) and (k)(6), (7) and (8); 7-202 (J)(1)(a) and (c)(2); 7-202 (J) (4) and (5)(k); 7-202 (J)(2)(b)(1); and 7-202 (J)(5)(h) and (J)(4); detailed in the attached Investigation Summary, Probable Cause Analysis and Determination Report and Order of the Board (Exhibit A) and incorporated herein.

On January 13, 2022, the Fiduciary Board ("Board") accepted the finding of the Probable Cause Evaluator and entered a finding grounds for formal disciplinary action exists as to Allegations 1 through 5 pursuant to ACJA § 7-201(H)(6)(a) and voted to revoke the licenses of Lisa Price ("Price") and Entrust Fiduciary Services, Inc. ("Entrust"). Price and Entrust will be referred to as the "Fiduciaries".

1 **JURISDICTION**

2 Pursuant to ACJA § 7-201(H)(10), the Board serves this Notice of Formal Statement of
3 Charges and provides notice to the Fiduciaries that each has the right to request a hearing on
4 the proposed disciplinary action against their license (license numbers [REDACTED]). The
5 Board has jurisdiction over this matter as the Fiduciaries' licenses were granted on August 24,
6 2004 (Price) and August 16, 2005 (Entrust). The status of the Fiduciaries' licenses is active.

7 The complaints underlying the Board's decision to revoke the Fiduciaries' licenses
8 were received during the period of the Fiduciaries' active licensure. The Board holds the
9 authority to proceed with this action pursuant to ACJA § 7-201(H).

10 **ANSWER OF CERTIFICATE HOLDER**

11 Pursuant to ACJA § 7-201(H)(11), each of the Fiduciaries shall file an Answer to this
12 Notice of Formal Statement of Charges within fifteen (15) days of receipt of this Notice. The
13 Answer shall comply with Rule 8 of the Arizona Rules of Civil Procedure. Any defenses not
14 raised in the Answer are waived. If either of the Fiduciaries fails to file an Answer within the
15 time provided, that individual or business entity is in default and the factual allegations in the
16 formal charges are deemed admitted and the Board may determine the matter against that
17 individual or business entity. Any Answer shall be filed with the Arizona Supreme Court
18 Office of the Presiding Disciplinary Judge, 1501 West Washington, Suite 102, Phoenix,
19 Arizona 85007.

20 **NOTICE OF RIGHT TO HEARING**

21
22 Pursuant to ACJA § 7-201(H)(12) and (13), the Fiduciaries may request a hearing
23 within fifteen (15) days of receipt of the Notice of Formal Charges and Right to Hearing
24 regarding their actions described herein. The Request for Hearing must comply with ACJA §
25 7-201(H)(13) and shall be filed with the Arizona Supreme Court Office of the Presiding

1 Disciplinary Judge, 1501 West Washington, Suite 102, Phoenix, Arizona 85007. If a timely
2 Request for Hearing is not filed, the right to a hearing is waived.

3 BACKGROUND FACTS

4 1. On January 9, 2019, the Certification and Licensing Division ("Division") received
5 complaint numbers 19-0001 and 19-0002.

6 2. On January 15, 2019, the Division received complaint numbers 19-0003 and 19-0004.

7 3. On January 23, 2019, the Division sent, via certified mail, the complaints numbers 19-
8 0001/19-0002 and 19-0003/19-0004, and then served the Fiduciaries with the complaints on
9 March 30, 2019. Additionally, on June 5, 2019, the Division emailed the complaint numbers
10 19-0001/19-0002 and 19-0003/19-0004 to Fiduciaries' attorney, Scott Ferris ("Ferris").

11 4. On June 5, 2019, the Administrative Director of the Courts initiated a complaint,
12 complaint numbers 19-0013 and 19-0014, involving the Fiduciaries.

13 5. On June 11, 2019, the Division sent a copy of the complaint numbers 19-0013 and 19-
14 0014 to Ferris, in the care of the Fiduciaries, via email and mailed the original copy via
15 certified mail to the Fiduciaries' business mailbox.

16 6. The Fiduciaries failed to provide a written response to complaint numbers 19-0001/19-
17 0002, 19-0003/19-0004, and 19-0013/19-0014 as required by ACJA §§7-201(H)(3)(c) and
18 (F)(4).
19

20 7. On June 6, 2019, the Division received complaint numbers 19-0015 and 19-0016.

21 8. On June 20, 2019, the Division sent the Fiduciaries and Ferris a copy of the complaint
22 numbers 19-0015 and 19-0016 via certified mail.

23 9. On July 19, 2019, the Fiduciaries provided the Division with a written response as
24 required by ACJA §§7-201(H)(3)(c) and (F)(4) to complaint numbers 19-0015 and 19-0016.
25

1 10. On September 19, 2019, the Division received complaint numbers 19-0022 and 19-
2 0023.

3 11. On September 23, 2019, the Division sent, via certified mail, to the Fiduciaries a copy
4 of complaint numbers 19-0022 and 19-0023. The complaint was returned to the Division on
5 October 14, 2019. On January 21, 2020, the Division sent the complaint via mail to another
6 address that the Division had on record for the Fiduciaries. This too was returned to the
7 Division.

8 12. On June 11, 2021, in response to a document request, Price informed the Division that
9 she had no record of complaint numbers 19-0022 and 19-0023. On June 15, 2021, the Division
10 emailed Price a copy of complaint numbers 19-0022 and 19-0023.

11 13. The Fiduciaries failed to provide a written response to complaint numbers 19-0022 and
12 19-0023 as required by ACJA §§7-201(H)(3)(c) and (F)(4).

14 **FACTUAL ALLEGATIONS OF MISCONDUCT**

15 The Board, having knowledge sufficient to form a belief as to the truth of this
16 information, hereby alleges and finds as follows:

17 1. From January 9, 2019, through September 19, 2019, the following complaint numbers
18 were initiated against the Fiduciaries: 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014,
19 19-0015/19-0016 and 19-0022/19-0023.

20 2. The investigation addressed the following allegations:

- 21 • Fiduciaries failed to provide written responses to regulatory complaints, in
22 violation of ACJA §§ 7-201 (H)(3)(c) and (F)(4).
- 23 • Fiduciaries exhibited incompetence in the performance of duties and by use of
24 unacceptable fiduciary practices including failure to communicate, timely
25

1 communicate, cooperate, work collaboratively with other professionals; and
2 demonstrating negligence and lack of diligence to fiduciary duties.

- 3 • Fiduciaries failed to provide or ensure that reports and financial accounts filed
4 with the Superior Court were timely, complete, and accurate.
- 5 • Fiduciaries did not avoid self-dealing or the appearance of self-dealing and
6 impropriety.
- 7 • Fiduciaries did not meet the minimum standard for the guardian's visits to the
8 ward.

9
10 3. During all the relevant times, Price was the sole licensed fiduciary and designated
11 principal of Entrust and was responsible for overseeing business operations including the
12 active and direct supervision of Entrust's employee(s) and contractors.

13 4. As described under Background Facts, the Fiduciaries failed to provide the Division
14 with a response as required by ACJA §§ 7-201(H)(3)(c) and (F)(4) to complaint numbers: 19-
15 0001/19-0002, 19-0003/19-0004, 19-0013/19-0014 and 19-0022/19-0023.

16 5. Entrust was appointed as permanent guardian for Francis Kulikov ("Kulikov") on April
17 9, 2015, under PB2013-001924. Kulikov was placed at an assisted living facility, Amethyst
18 Gardens. Fiduciaries stopped making payments to Amethyst Gardens while applying for
19 Arizona Long Term Care System ("ALTCS") benefits for Kulikov. The Fiduciaries failed to
20 communicate with the facility about the status of the ALTCS application and Kulikov's basic
21 needs, including medications and hygiene. Kulikov's account was heavily in arrears and
22 Amethyst Gardens issued an involuntary discharge notice for Kulikov.

23
24 6. Price appears to have initially applied for ALTCS benefits for Kulikov in July 2018,
25 but there was an approximate 14-month gap from application to approval of benefits. During

1 the 14-month period, ALTCS denied multiple applications that Price submitted because of the
2 following issues as detailed in Exhibit A: multiple failures to provide all proof of income,
3 failure to sign the application where signatures were needed, ward exceeded the \$2,000.00
4 countable resources threshold, and ward was not medically eligible.

5 7. The Division's investigation showed that Price knew there was a \$2,000.00 maximum
6 threshold for countable resources but submitted financial information for Kulikov to ALTCS
7 that appeared to show that Kulikov was over the maximum limit. Additionally, Price said that
8 she did not contact Amethyst Gardens to discuss care plans or Kulikov's care in anticipation of
9 the ALTCS medical assessor's visit to the facility.

10 8. Price failed to communicate in a timely manner, or in some instances at all, with the
11 care management service provider for Kulikov, Crystal Littlejohn ("Littlejohn") as detailed in
12 Exhibit A.

13 9. Littlejohn called and emailed Price to convey urgent issues that needed immediate
14 attention, after visiting Kulikov, including but not limited to the following: molded food and
15 expired milk, invoices that needed to be paid, medication that needed to be refilled, a doctor's
16 appointment that needed to be made, and an eviction notice issued by Amethyst Gardens for
17 outstanding balances on Kulikov's account. Price replied to Littlejohn's email four days later,
18 but did not address the molded food and expired milk issue. Price stated to the Division that
19 she did not visit Kulikov after Littlejohn's April 19, 2019, email and voicemail, nor did she
20 discuss the concerns with Amethyst Gardens.

21 10. The Division's investigation showed that Littlejohn terminated her services due to a
22 lack of payment for her services and Price's failure to communicate with Littlejohn in a timely
23 manner.
24
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1 11. The Fiduciaries did not cooperate with Adult Protective Services' ("APS")
2 investigation even though Price was the subject of the investigation involving allegations of
3 financial exploitation, and misuse of Kulikov's funds and care. The APS investigator contacted
4 Entrust's office three times from June 6, 2019 to July 8, 2019. All three times the APS
5 investigator either left a message for Price through a voicemail or through the person who
6 answered the call and was told that the message would be passed on to Price. The Division's
7 investigation found no evidence that Price returned any of the calls. APS sent the Fiduciaries a
8 10-day "unable to locate" letter and noted that no response was received from Price regarding
9 the letter. Price told the Division that she did not have any knowledge of the APS investigation.
10 However, Price's statement to the Division was not supported by the Fiduciaries' billing
11 records.

12 12. Court records under PB2013-001924, demonstrate concerns that the Fiduciaries ignored
13 various professionals, including Superior Court Probate Investigator, Guardian Ad Litem, and
14 the Ombudsman, in those professionals' efforts to contact the Fiduciaries, that the Fiduciaries
15 failed to communicate or cooperate with the professionals, and that the Fiduciaries appeared to
16 have abandoned their responsibilities to Kulikov as detailed in Exhibit A.

17 13. The Fiduciaries exhibited a pattern of non-cooperation, failure to or untimely
18 communicate with professionals in another probate case, PB2014-051543, involving
19 ward/protected person, Ellis. Entrust was appointed as Conservator for Ellis on September 4,
20 2014, and as Guardian with Limited Powers on June 24, 2015. Ellis was placed at Rolling Hills
21 Place in January of 2018 and then transferred to Rolling Hills Manor in January of 2020.
22 Rolling Hills Place and Rolling Hills Manor will be referred to as "Rolling Hills Campus".
23
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1 14. Rolling Hills Campus contacted Price on March 15, 2019, and expressed an urgent
2 concern that Ellis was going to run out of her prescription medication by March 19, 2019. Price
3 did not respond until March 20, 2019.

4 15. Price did not respond to Rolling Hills Campus' multiple attempts to communicate with
5 her regarding the execution of a Residency Agreement, Ellis' care which included transfer to a
6 higher level of care based on Ellis' needs, and failure to make payments to the facility for
7 services and housing that were provided to Ellis as detailed in Exhibit A.

8 16. When the Rolling Hills Campus contacted Price to let her know that Ellis would be
9 involuntary discharged because of non-payment, Price did not respond. Price acknowledged
10 that she did not have any contact with Rolling Hills Campus after October 2, 2019, which
11 corresponds with the period of time when the Fiduciaries stopped making payments to the
12 facility as detailed in Exhibit A.

13 17. Price said she was unaware that nurses from Rolling Hills Campus were calling her
14 about Ellis' care plans. Price's statement is inconsistent with the information provided by
15 Rolling Hills Campus to the Division as detailed in Exhibit A.

16 18. Price did not timely respond to the Illinois Ombudsman's Office ("Illinois
17 Ombudsman") involving Ellis. The Illinois Ombudsman tried contacting Entrust through the
18 phone but received an "out of service" message. On May 10, 2019, the Illinois Ombudsman
19 emailed Price about the notice of involuntary residency termination that was issued to Ellis
20 ("Notice"), and informed Price that the Illinois Ombudsman advocates for the rights of people
21 who live in long-term care facilities such as Rolling Hills Campus and informed Price of the
22 right to appeal the Notice within 10 days of receiving it. Price did not reply to the Illinois
23 Ombudsman's May 10, 2019 email until June 11, 2019, after the appeal period of the Notice
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had terminated.

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2 19. The Fiduciaries retained LifeCare Innovations to provide case management services to
3 Ellis. The Fiduciaries did not respond to LifeCare Innovation's emails regarding inquires and
4 request for the purchase of articles of clothing, food, denture cleaner, tissues and medications
5 as detailed in Exhibit A.

6 20. On April 1, 2019, Dr. William Selmer ("Dr. Selmer") from Total Comfort Mobile
7 Dentistry sent an invoice to the Fiduciaries for dental services performed on Ellis. Price
8 responded on April 10, 2019, stating that payment would be sent to Dr. Selmer's office after
9 Ellis' accounts were "put in order." Dr. Selmer sent Price multiple emails requesting an
10 update, informing Price that the account was 120 days old and would be submitted for late
11 fees. The Division's investigation showed that Price admitted that she did not respond to the
12 collection inquiries, and that Dr. Selmer became concerned and did not believe that Price's
13 behavior represented the best interest for her ward, Ellis.

14
15 21. In response to Complaint Nos. 19-0015/19-0016, Price stated, in part, that there was an
16 issue with Ellis' previous bank account at Chase Bank which "caused a significant delay in
17 payment" on many of Ellis' expenses. Price said due to Chase Bank closing Ellis' account,
18 Entrust opened a new bank account at Pinnacle Bank for Ellis. Price's lack of diligence is
19 demonstrated by failure to timely respond to Pinnacle Bank representative, Grasiela Yanez
20 ("Yanez"), who was involved in setting up the bank account. Yanez emailed Price multiple
21 times about missing signatures until Price fully resolved the issue as detailed in Exhibit A.

22 22. Christopher Vasquez ("Vasquez"), a ward of the Fiduciaries, received his periodic
23 payment late and had to pay additional fiduciary and legal fees due to Price's inaction or
24 delays. Price failed to timely submit a change of address form to Trident Wealth
25

1 Management prior to the issuance of Vasquez's check as detailed in Exhibit A. Additionally,
2 Price did not timely establish a postal mailbox closer to Entrust's office, stating she made only
3 weekly mail runs because the mailbox was 1.5 hour's drive from her office. Finally, Price had
4 received an envelope which apparently contained Vasquez's check, but Price did not open and
5 process the mail timely.

6 23. The Fiduciaries did not timely update the Superior Court in more than one probate
7 matter, in violation of Arizona Rules of Probate Procedure, Rule 10(C)(1)(c), in effect at the
8 time, evidenced by the Court's record of returned mail for Entrust in the following probate
9 cases in calendar years 2017, 2018 and 2019: PB2013-001924, PB2006-002105, PB2014-
10 001721 and PB2014-05143 as detailed in Exhibit A.

11 24. The Fiduciaries failed to timely file the Annual Report of Guardian with Medical
12 Reports in the following probate cases: PB2013-001924, PB2014-051543, and PB2006-
13 002105 as detailed in Exhibit A.

14 25. In Kulikov's probate case, PB2013-001924, the Fiduciaries failed to file or timely file
15 with the Court the Conservator's Accountings and other documents involving the
16 conservatorship including an inventory and appraisal, estate budget, consumer credit report
17 and response to the Court Accountant Review and Recommendation ("CARR").

18 26. The Fiduciaries failed to file a complete and accurate Inventory and Appraisal
19 under PB2013-001924 on December 24, 2013, by not providing a valuation for certain coins,
20 as required by the Arizona Rules of Probate Procedure, Rule 30 (in effect at the time, now
21 known as Rule 45) and A.R.S. §14-5418.

22 27. Despite the Fiduciaries' considerable experience, the Conservator's Annual Account
23 filed with the Court under PB2013-001924 was questioned and rejected by the Court's
24
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1 Accountant, per CARR, due to incomplete, inaccurate and/or miscategorized information as
2 detailed in Exhibit A. The Court's use of several CARRs before the Fiduciaries provided
3 accountings acceptable to the Court suggests a pattern of lack of diligence.

4 28. Under PB2014-051543, the Fiduciaries repeatedly failed to file the Annual Accounting
5 by the Court's deadlines as detailed in Exhibit A.

6 29. Under PB2012-070876, the Fiduciaries did not file the Estate Budget pursuant to the
7 Court's Order filed on July 16, 2014. Additionally, the Fiduciaries repeatedly did not file the
8 Annual Accounting as ordered by the Court as detailed in Exhibit A.

9 30. In PB2014-001721, the Fiduciaries did not file either a Status Report, Closing
10 Statement, or a Petition for Formal Closing as ordered by the Court on June 7, 2018, as
11 detailed in Exhibit A.

12 31. The Fiduciaries held silver coins, silver bars, and collector's coins for over a year after
13 Entrust was substituted/discharged as the fiduciary for Kulikov. Price told Division staff that
14 she continued to hold the coins and bars in her safe at the request of Elizabeth Myers
15 ("Myers"), Kulikov's daughter. Myers denied that she requested that Price hold the coins and
16 bars. Price was unable to provide supporting documentation of an arrangement with Myers.
17

18 32. The Fiduciaries failed to meet the "at least quarterly" minimum visitation standards in
19 ACJA §7-202(J)(4) for Kulikov who lived within the same county as Price. Price disagreed
20 there was a minimum visitation standard, and said the ACJA allowed her to delegate visitation
21 to Entrust's non-fiduciary licensed staff or contracted individuals. However, the information
22 that Entrust filed with the Court under PB2013-001924, regarding the guardianship visits to the
23 ward in three Annual Reports of Guardian were incorrect and potentially misleading because
24 they did not match the Fiduciaries' billing records, even if Entrust's non-licensed staff
25

1 completed the visits as detailed in Exhibit A. For example, the Fiduciaries reported in the
2 Annual Report of Guardian filed on September 14, 2016, that Price or Entrust's staff visited
3 Kulikov twenty-one times. The Fiduciaries did not indicate the time-period of the visitations in
4 the Annual Report, however, using the September 13, 2015, through September 14, 2016,
5 time-period pursuant to A.R.S. §14-5315(C)(2), there were only seventeen visits made by Price
6 and a non-fiduciary staff member.

7 33. In 2018, the last guardian visit to the ward, Kulikov, was on March 23, 2018. Entrust
8 was the Court-appointed Guardian for Kulikov until June of 2020. Between March of 2018
9 and June of 2020, the Fiduciaries did not visit the ward, in violation of ACJA §7-202(J)(4).

10 FORMAL CHARGES

11 1. As further described in Exhibit A, Price and Entrust violated ACJA §§7-201(H)(3)(c)
12 and (F)(4); and 7-201(H)(5)(a), (c), (h) and (k)(6) for failing to provide written responses to
13 regulatory complaints.

14 2. As further described in Exhibit A, Price and Entrust violated ACJA §7-201(H)(5)(a),
15 (h) and (k)(6), (7), and (8) for incompetence in the performance of duties and by use of
16 unacceptable fiduciary practices including failure to communicate, timely communicate,
17 cooperate, work collaboratively with other professionals; and demonstrating negligence and
18 lack of diligence to fiduciary duties.

19 3. As further described in Exhibit A, Price and Entrust violated ACJA §§7-201(H)(5)(a),
20 (h) and (k)(6); 7-202(J)(1)(a) and (c)(2); and 7-202(J)(5)(c) for failing to provide or ensure that
21 reports and financial accounts filed with the Court were timely, complete, and accurate.
22
23
24
25

1 4. As further described in Exhibit A, Price and Entrust violated ACJA §§7-201(H)(6)(a),
2 (h) and (k)(6); 7-202(J)(2)(b)(1); and 7-202(J)(5)(h) for failing to avoid self-dealing or the
3 appearance of self-dealing and impropriety.

4 5. As further described in Exhibit A, Price and Entrust violated ACJA §§7-201(H)(6)(a),
5 (h) and (k)(6); and 7-202(J)(4) for failing to meet the minimum standard for the guardian's
6 visits to the ward.

7 **PROPOSED DISCIPLINARY SANCTIONS**

8 The Board, based on the foregoing factual allegations of misconduct, proposes the
9 following disciplinary sanctions:

10 a) Revoke Lisa Price's license, pursuant to ACJA § 7-201(H)(24)(a)(6)(i);

11 b) Revoke Entrust Fiduciary Services, Inc.'s license, pursuant to ACJA § 7-
12 201(H)(24)(a)(6)(i);

13 c) Issue a cease and desist order enjoining Lisa Price and Entrust Fiduciary
14 Services, Inc. from representing themselves to the public as licensed fiduciaries pursuant to
15 ACJA § 7-201(H)(24)(a)(6)(g); and

16 d) Issue a cease and desist order enjoining Lisa Price and Entrust Fiduciary
17 Services, Inc. from conducting fiduciary regulated activities through non-licensed entities
18 pursuant to ACJA § 7-201(H)(24)(a)(6)(g).
19

20 DATED this 9 day of February, 2022.

21 
22 Deborah Primock, Chair
23 Fiduciary Board
24
25

Original of the foregoing filed this 10 day of February, 2022 with:

The Honorable Margaret H. Downie
Presiding Disciplinary Judge
1501 West Washington, Suite 102
Phoenix, Arizona 85007

A copy of the foregoing to be served to:

Scott Ferris and Christine Tasopulos
Dyer Bregman & Ferris, PLLC
3411 N. 5th Ave., Suite 300
Phoenix, AZ 85013
Attorneys for Lisa Price and Entrust Fiduciary Services, Inc.

A copy of the foregoing is emailed this 10 day of February, 2022 to:

Jim Morrow, Legal Counsel
Administrative Office of the Courts
1501 West Washington
Phoenix, Arizona 85007

Eryn McCarthy
Agency Counsel Section
Office of the Attorney General

By: 
Margaret Lindsey, Manager
Certification and Licensure Division

EXHIBIT

A

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
INVESTIGATION SUMMARY and PROBABLE CAUSE ANALYSIS
and DETERMINATION REPORT**

CERTIFICATE HOLDER/LICENSEE INFORMATION	License Holder:	Lisa Price
	License Number:	██████████
	Business Name:	Entrust Fiduciary Services, Inc.
	License Number:	██████████
	Type of License:	Individual Business Entity
COMPLAINANT	Name:	Director Initiated Complaint
INVESTIGATION INFORMATION	Complaint Numbers:	19-0001/19-0002
		19-0003/19-0004
		19-0013/19-0014
		19-0015/19-0016
		19-0022/19-0023
	Investigator:	Pasquale Fontana
	Complaint Received:	June 5, 2019
	Complaint Forwarded to the Certificate Holder:	June 11, 2019
	Certificate Holder/Licensee Received Complaint:	June 13, 2019
	Response From Certificate Holder:	Did not respond
	Period of Active Certification/Licensure:	August 8, 2004 to Present (Lisa Price)
	Period of Active Certification/Licensure:	August 16, 2005 to Present (Entrust Fiduciary Services, Inc.)
	Status of Certification/License:	Active
	Availability of Certificate Holder/Licensee:	Available
	Availability of Complainant:	Available
	Report Date:	January 5, 2022

ALLEGATIONS:

1. Lisa Price and Entrust Fiduciary Services, Inc., failed to provide written responses to regulatory complaints, in violation of ACJA § 7-201 (F)(4) and (H)(3)(c).
2. Lisa Price and Entrust Fiduciary Services, Inc., exhibited incompetence in the performance of duties and by use of unacceptable fiduciary practices including failure to communicate, timely communicate, cooperate, work collaboratively with

other professionals; and/or demonstrating negligence and lack of diligence to fiduciary duties.

3. Lisa Price and Entrust Fiduciary Services, Inc., failed to provide or ensure that reports and financial accounts filed with the Superior Court were timely, complete, and accurate.
4. Lisa Price and Entrust Fiduciary Services, Inc., did not avoid self-dealing or the appearance of self-dealing and impropriety.
5. Lisa Price and Entrust Fiduciary Services, Inc., did not meet the minimum standard for the guardian's visits to the ward.

ADDITIONAL ALLEGATIONS:

None.

List of sources for obtaining information: (Investigative, records, public resources, etc.):

- * Written complaint and documentation submitted by Director Initiated Complaint.
- * Documentation submitted by license holder, Lisa Price ("Price"), Entrust Fiduciary Services, Inc. ("Entrust"), and her attorneys, Scott Ferris ("Ferris") and Christine Tasopoulos ("Tasopoulos"), of Dyer Bergman & Ferris, PLLC.
- * Review of applicable Certification and Licensing Division ("Division") records.
- * Review of applicable sections of Arizona Revised Statutes ("A.R.S."), Arizona Codes of Judicial Administration ("ACJA") § 7-201 and § 7-202, and Arizona Supreme Court Rules.
- * Review of Court records, Superior Court of Arizona, Maricopa County, Probate Cause Number PB2013-001924, involving Frances Kulikov ("Kulikov").
- * Review of Court records, Superior Court of Arizona, Maricopa County, Probate Cause Number PB2014-051543, involving Martha Ellis ("Ellis").
- * Review of Court records, Superior Court of Arizona, Maricopa County, Probate Cause Number PB2006-002105, involving Steven Martin ("Martin").
- * Review of Court records, Superior Court of Arizona, Maricopa County, Probate Cause Number PB2012-070876, involving Taylor Glaze ("Glaze").
- * Review of Court records, Superior Court of Arizona, Maricopa County, Probate Cause Number PB2014-001721, involving Lloyd Dale Heavin Jr. ("Heavin").
- * Review of Entrust Fiduciary Services, Inc., website www.entrustfiduciary.com.

PERSONS INTERVIEWED:

- 1) Lisa Price
- 2) Dr. William Selmer, Total Comfort Mobile Dentistry
- 3) Ronnie Highsmith
- 4) James Smith, Bond Services of Arizona, LLC

- 5) Crystal Littlejohn, Geriatric Resources, LLC
- 6) Keith Boal, Executive Director, The Ridges at Peoria, formerly Amethyst Gardens
- 7) Carrie Godfrey, Business Office Manager, The Ridges at Peoria
- 8) Christine Hill, Executive Director, Rolling Hills Place/Rolling Hills Manor
- 9) Elizabeth Myers

SUMMARY OF COMPLAINTS AND ANALYSIS OF ALLEGATIONS:

This Investigation Summary involves the following complaints: 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014, 19-0015/19-0016 and 19-0022/19-0023 ("Complaints").

Summary of Complaints

Complaint Nos. 19-0001/19-0002: Complainant, Ronnie Highsmith ("Highsmith"), one of Entrust's wards, alleged that Price "lies about care that is not given, and then files fake billings..." Further, Highsmith alleged that he was placed into a memory care facility and Price's assistant agreed to provide him with a television until she could get him out of there but that did not happen. Price and Entrust did not provide a written response to Complaint Nos. 19-0001/19-0002.

Complaint Nos. 19-0003/19-0004: Complainant, Michael Dockham ("Dockham"), Executive Director of Amethyst Gardens Assisted Living ("Amethyst Gardens"),¹ said that Amethyst Gardens is currently owed \$26,850. 12. Price's ward, Kulikov, has been a resident in the facility since August 2015 and Price has been the fiduciary since the beginning. In the middle of 2018, payments became inconsistent, and the facility Business Office Manager received a message informing that Price/Entrust would be applying for Arizona Long Term Care System benefits ("ALTCS") for the ward. Dockham said this was the last communication from the fiduciary concerning payments. The facility has sent out multiple emails and letters including a formal eviction notice for the resident. Dockham said the main goal is to either collect on the amount owed to the facility and get a plan going forward or to at least be updated on the ALTCS application status. Dockham said, "we have done a formal eviction notice to the resident and fiduciary with no response."

Dockham was concerned that there has been financial abuse due to the lack of communication and response from Price and would ask that the situation be investigated for the protection of the resident. Price and Entrust did not provide a written response to Complaint Nos. 19-0003/19-0004.

Complaint Nos. 19-0013/19-0014: This is the Director Initiated Complaint. On May 30, 2019, the Division received an inquiry concerning Price from Pamela Walsma ("Walsma"), the attorney of one of Entrust's wards, Christopher Vasquez ("Vasquez"), who complained

¹ Amethyst Gardens changed its name to The Ridges at Peoria Senior Living.

that Vasquez had not received his periodic payment. When Vasquez attempted to contact Price, he learned that Price's telephone number had been disconnected. The ward's attorney and Division staff confirmed that the telephone number for Price had been disconnected.

On May 30, 2019, and June 3, 2019, Division staff left telephone messages on Price's personal cell phone on file with the Division. The message greeting on the personal cell phone identified that the caller was contacting Entrust. Those telephone messages to Price were not returned.

On May 31, 2019, Division staff left the Division Director's business card at one of Entrust's business locations, which was a shared office suite, with a note on the card to call the Division. Price did not call. The receptionist at the shared office suite would not provide the Division with any information other than indicating that Price continued to pick up mail at that location.

Division staff conducted an internet search for contact information for Price and/or Entrust. Division staff located a website that was copyrighted 2019 and that listed Entrust's business address as 4636 E. University Drive, Phoenix. On May 31, 2019, Division staff went to that location and spoke with current residents who stated that Entrust had not been at that location for several years.

On June 4, 2019, Division staff contacted Waluma's office regarding Entrust's ward. Division staff was informed by the attorney's office that between May 28, 2019, and June 4, 2019, the attorney's office made numerous attempts to contact Price including by telephone, email and by contacting individuals who may know Price. The attempts to contact Price were unsuccessful.

Furthermore, the Division received two separate complaints against Price and Entrust, Complaint Nos. 19-0015/19-0016 and 19-0022/19-0023, and mailed them to Price and Entrust by certified mail. Price did not sign for or accept the certified mail. The Division then hired a process server and served Price (service through her stepson), at her personal residence. Price has not responded to the complaints, as required by ACJA §7-201.

The Director Initiated Complaint was initiated because the Division believes Price and Entrust have:

- i) Disconnected the business telephone;
- ii) Utilized a website that contains inaccurate contact information;
- iii) Failed to communicate with her ward;
- iv) Failed to communicate with the ward's attorney;
- v) Failed to communicate with the Division;
- vi) Failed to accept and/or respond to two complaints.

The Director of the Administrative Office of the Courts ("AOC") approved a Director Initiated Complaint. Price and Entrust did not provide a written response to Complaint Nos. 19-0013/19-0014.

Complaint Nos. 19-0015/19-0016: After the Director Initiated Complaint was approved, the Division later received Complaint Nos. 19-0015/19-0016. Complainant, Dr. William Selmer ("Dr. Selmer"), stated that he provided mobile dental services to one of Price's wards, Ellis, but Price failed to pay the dentist for his services. Price was non-communicative with Dr. Selmer's office when he inquired and followed up on the outstanding payment. Price and Entrust provided a written response to Complaint Nos. 19-0015/19-0016.

Complaint Nos. 19-0022/19-0023: This complaint also came after the Director Initiated Complaint was approved, and it related to the ward in Complaint Nos. 19-0003/19-0004. Complainant, Cassidy Siso ("Siso"), of Adult Protective Services ("APS"), alleged that Price "failed to perform her duties as fiduciary." Siso said Price was not paying her ward's assisted living facility² bills at Amethyst Gardens and is approximately \$60,000.00 in arrears. Siso said payments were being made but stopped around mid-2018. All attempts to contact Price have been unsuccessful. Price has put her ward, Kulikov, at risk of eviction. Price and Entrust did not provide a written response to Complaint Nos. 19-0022/19-0023.

The allegations contained in the referenced complaints indicate a collective underlying concern and theme that Price engaged in unprofessional and unacceptable fiduciary practices. The allegations suggest Price and Entrust were non-communicative, non-cooperative, and demonstrated a lack of diligence to fiduciary duties.

Summary of Analysis of Allegations

The Division's investigation determined that Price and Entrust exhibited incompetence in the performance of duties and engaged in unprofessional and unacceptable fiduciary practice that does not conform to the essential standards of prevailing fiduciary practice.

In summary, the Division's findings are, as follows:

Allegation 1: Allegation 1 was substantiated. Price and Entrust failed to provide written responses to regulatory Complaint Nos. 19-0001/19/0002; 19-0003/19-0004; 19-0013/19-0014; 19-0022/19-0023, as required by the ACJA.

² This complaint relates to Complaint Number 19-0003/19-0004, previously submitted by Michael Dockham, Executive Director of Amethyst Gardens. The facility contacted Adult Protective Services out of concern for Franks Kulikov.

requesting the Fiduciary Board summarily suspend Price's and Entrust's fiduciary licenses, but first the Division wanted to interview Price.

The Division conducted an initial interview with Price on June 18, 2019 ("First Interview") and a second interview on December 10, 2021 ("Second Interview"). Price's attorneys, Ferris and Christine Tasopolus ("Tasopolus") were in attendance.

Both the Second and First Interviews are discussed in the detailed summaries of the factual findings as related to each allegation below.

As to Complaint Nos. 19-0001/19-0002, Entrust was appointed as temporary Guardian, per Letters of Appointment issued on August 2, 2018, until January 11, 2019, at which time the Maricopa County Public Fiduciary was appointed as the permanent Guardian for Highsmith, per Letters of Appointment. The duration of Entrust's appointment as temporary Guardian for Highsmith was only four months.

Division staff interviewed Highsmith. He told the Division that Price's assistant, Thomas, visited him at the memory care facility but Price did not visit him. He said he wanted a television in his room, but Price denied his request because he did not have the funds to purchase one. Regarding his complaint that Price, "lies about care that is not given, and then files false billings..." when contacted by the Division to elaborate, Highsmith said that he had gone to a restaurant in Tempe and struck up a conversation with a server or someone at the restaurant. He said he mentioned that his fiduciary was Price. Apparently, this individual claimed to have known Price and told Highsmith that Price filed false billings. Highsmith could not elaborate further and was unable to recall when, where and with whom he spoke.

The Division reviewed Superior Court records involving Highsmith, but otherwise took no further action as to his complaint because it was apparent that did not have personal knowledge about Price allegedly lying about care that is not provided and false billing.

Allegation 1:

Lisa Price and Entrust Fiduciary Services, Inc., failed to provide written responses to regulatory complaints, in violation of ACJA § 7-201 (F)(4) and (E)(3)(c).

Price and Entrust failed to submit written responses to the following Complaint Nos:

1. 19-0001/19-0002
2. 19-0003/19-0004
3. 19-0013/19/0014
4. 19-0022/19-0023

On January 23, 2019, Division staff, via certified mail, sent Complaint Nos. 19-0001/19-0002 and 19-0003/19-0004, to Entrust's business postal mailbox on file with the Division. Postal tracking records show that Complaint Nos. 19-0001/19-0002 and 19-0003/19-0004 were delivered to Entrust's mailbox on or about January 28, 2019, but were "unclaimed" and the mail was returned to the Division on or about February 15, 2019. When Price failed to pick up the complaints at the business mailbox, the Division arranged to have Price and Entrust served by a process server at Price's residence. On March 30, 2019, the process server³ served Price and Entrust Complaint Nos. 19-0001/19-0002,⁴ and 19-0003/19-0004,⁵ at Price's residence, via her stepson.

In addition, on June 5, 2019, the Division sent an email to Price's attorney, Ferris, and included a copy of Complaint Nos. 19-0001/19-0002 and 19-0003/19-0004.

On June 11, 2019, the Division sent a copy of the Director Initiated Complaint, Complaint Nos. 19-0013/19-0014, to Ferris via email, with original copy by U.S. mail, and to Price and Entrust, via certified mail, to the address on file with the Division (Glendale address). The mail sent to Price and Entrust was not picked up at the business mailbox and was sent as returned mail to the Division on or about June 29, 2019.

During the First Interview, Price denied that she received the Complaint Nos. 19-0001/19-0003 and 19-0003/19-0004 sent to her in January 2019. She acknowledged that she was served Complaint Nos. 19-0001/19-0002 and 19-0003/19-0004, by process server, via her stepson, but said she was not home when the process server arrived at her residence. Price said that her stepson routinely puts things down at the same location on the counter. Price said it was not until Ferris sent her copies of the complaints⁶ and after she listened to the Division's voice message on her cell phone that she began searching her house and discovered the complaints on the kitchen counter.

Further, during the First Interview, Price said her assistant, Lisa Thomas ("Thomas") "was still picking up my mail in January. I didn't begin picking up the mail from the post office box until February so I don't know why she would not have picked up if there were certification notices...mail notices...I didn't receive them, she didn't scan them up, they weren't in any of the documentation that she had sent over from my office."

Price's explanation of the circumstances is problematic, absent of accountability for her lack of diligence, and does not mitigate or absolve her's or Entrust's responsibility to provide written responses to regulatory complaints.

³ Nationwide Legal.

⁴ AG105515.

⁵ AG105556.

⁶ Division records demonstrate that Division staff emailed a formal letter to Ferris on June 11, 2019, along with a copy of the Director Initiated Complaint.

Price seems to cast blame on Entrust's non-licensed support staff, Thomas. However, Entrust was comprised of Price and Thomas until Thomas left in the first week of March 2019 and was replaced by non-licensed employee, Jessie Bell ("Bell"), in early April 2019. Price was the sole licensed fiduciary and designated principal of Entrust and was responsible for overseeing business operations including the active and direct supervision of her employee.

ACJA §7 -202(E)(3)(f)(1)(a) and (c):

f. Responsibilities of Principal.

(1) The principal shall:

- (a) Provide active and direct supervision of all other licensed fiduciaries, trainees, and support staff who work with wards, protected persons, or decedent estates and who work for the corporation, limited liability company, or partnership...**

- (c) In compliance with subsections F and J, delegate and assume personal professional responsibility for ensuring the tasks performed by the licensed fiduciaries, professionals, support staff, and others who provide services for wards, protected persons, or decedent estates are within the scope of their training and experience and have been delegated by the principal.**

Further, the Division had communicated with Ferris during the week of June 4, 2019, and informed him of the difficulties the Division and others had in reaching Price and the resultant concerns for the Division. Despite the Division providing a copy of Complaint Nos. 19-0001/19-0002 and 19-0003/19-0004 to Ferris on June 5, 2019, to date, the Division has no record of Price and Entrust providing written responses to those complaints.

Price failed to provide a written response to the Director Initiated Complaint, Complaint Nos. 19-0013/19-0014. On June 11, 2019, the Division emailed Ferris a letter which included a copy of the newly approved Director Initiated Complaint and sent a copy to Price and Entrust, via Certified Mail. To date, the Division has no records of Price or Entrust submitting a written response to the Director Initiated Complaint, Complaint Nos. 19-0013/19-0014.

Price provided a written response to Complaint Nos. 19-0015/19-0016. On June 20, 2019, via certified mail, the Division sent Price and Entrust, and Ferris, a copy of Complaint Nos. 19-0015/19-0016 and on July 19, 2019, Price and Entrust provided a written response.

Price failed to provide a written response to Complaint Nos. 19-0022/19-0023.

On September 23, 2019, the Division sent, via certified mail, to Price and Entrust, notification of Complaint Nos. 19-0022/19-0023 and included a copy of the complaint. The letter informed that the fiduciary and her office were mandated by code to provide a written response within 30 days of receipt of the Division's letter. The mail was received at the postal mailbox on September 30, 2019 and returned to sender on or about October 14, 2019.

On January 21, 2020, the Division sent the same letter to Price and Entrust and a copy of the complaint to a Glendale address for Price and Entrust. The mail was returned to sender because of "insufficient address."

In furtherance of the investigation into the referenced complaints, on June 8, 2021, the Division sent Ferris, on behalf of Price and Entrust, a request for certain records involving Complaint Nos.

- 19-0001/19-0002
- 19-0003/19-0004
- 19-0013/19-0014
- 19-0015/19-0016
- 19-0022/19-0023

Ferris replied to the Division on June 9, 2021, requesting information and the names of the complainants to determine which of the complaints involved Dyer, Bregan & Ferris, PLLC, attorneys for Price and Entrust. The Division replied with the information requested by Ferris. Attorney Tasopoulos requested a copy of the Director Initiated Complaint, Complaint Nos. 19-0013/19-0014. Tasopoulos noted that the firm represented Price and Entrust on Complaint Nos. 19-0003/19-0004, 19-0013/19-0014, and 19-0015/19-0016.

Price's attorneys furnished additional records to the Division, but did not provide written responses to the referenced complaints.

On June 11, 2021, Price sent an email to the Division stating that the attorney representing Price and Entrust on Complaint Nos. 19-0001/19-0002 was John Barron ("Barron"). Price said she had no record of receiving Complaint Nos. 19-0022/19-0023 and requested a copy of the complaint(s).

On June 15, 2021, the Division emailed Price a copy of Complaint Nos. 19-0022/19-0023 and included letters, dated January 21, 2020, and September 24, 2019, that the Division previously sent to Price and Entrust regarding the complaint(s) and the requirement that she provide a written response, pursuant to ACJA §§ 7-201(H)(3)(c) and (F)(4). To date, the Division has no record of Price and Entrust providing written responses to Complaint Nos. 19-0022/19-0023.

ACJA §7-201(A). Definitions:

"Knowledge" is the conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result.

Price had knowledge of regulatory Complaint Nos. 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014; 19-0022/19-0023. On or about June 5, 2019, the Division confirmed, with Ferris, that Ferris and his firm represented Price and Entrust. On June 5, 2019, the Division sent Ferris a copy of Complaint Nos. 19-0001/19-0002, 19-0003/19-0004. On June 11, 2019, the Division sent Ferris the Director Initiated Complaint, Complaint Nos. 19-0013/19-0014.

At Ferris' request, on or about June 11, 2021, the Division provided Ferris and Tasopoulos a copy of Complaint Nos. 19-0003/19-0004, 19-0013/19-0014, 19-0015/19-0016. On June 15, 2021, at Price's request, the Division emailed Price Complaint Nos. 19-0022/19-0023.

The ACJA §§ 7-201(H)(3)(c) and (F)(4) obligates certificate/license holders to provide a written response to a complaint within 30 days and if unable to respond within the time frame established in the code, the certificate/license holder may submit a written request to the Division Director for an extension of time to respond. Further, grounds for discipline exist pursuant to ACJA §§ 7-201(H)(3)(c) and (F)(4) citing (H)(6)(c). ACJA §7-201(F)(4), states "failure to comply with this subsection by a certificate holder constitutes grounds for discipline pursuant to subsection (H)(6) (c) or denial of renewal of certification pursuant to subsection (G)(3) and (G)(4)." By failing to provide written responses to regulatory complaints, Price and Entrust disregarded regulatory obligations and violated ACJA §7-201(H)(3)(c) and (F)(4).

Allegation 1 is substantiated.

Allegation 2:

Lisa Price and Entrust exhibited incompetence in the performance of duties and by use of unacceptable fiduciary practices including failure to communicate, timely communicate, cooperate, work collaboratively with other professionals; and/or demonstrating negligence and lack of diligence to fiduciary duties.

During the First and Second Interviews, Price told Division staff she experienced a short period of disruption to her practice when assistant, Thomas, left Entrust. Thomas started working full-time for Entrust in 2011 and continued until mid-January 2019 when she transitioned to working part-time and then left Entrust in the first week of March 2019. Price hired support staff, Bell, in early April 2019, but she left Entrust around the end of 2019.

Price told Division staff she felt “overwhelmed...I very clearly underestimated my ability to manage everything that was in front of me and trying to get on top of that and get it under control was incredibly overwhelming for me...” In early January 2019, Price talked to Thomas about her leaving Entrust and, at that time, Price was considering whether or not to continue working as a fiduciary or to transition into legal work. Price said her fiduciary casework had begun to diminish and the majority of Entrust’s cases were emergency temporary guardianship appointments.

Notwithstanding Price’s representations, the facts suggest that Price and Entrust engaged in a pattern of unprofessional conduct that exceeded the transitory period described by Price and the fiduciary engaged in conduct that does not conform to the essential standards of acceptable and prevailing fiduciary practice.

Entrust’s website⁷ publicizes that Price is dedicated to the highest standards of professional ethics and states, “In Arizona, professional fiduciaries are licensed by the Arizona Supreme Court. Obtaining and maintaining a fiduciary license requires extensive criminal background and credit checks, formal education, ongoing continuing education, and complete transparency in personal and professional affairs.”

The website’s “About Us”⁸ page notes that Price is credentialed by the Arizona Supreme Court as a Licensed Fiduciary, and the Center for Guardianship Certification as National Master Guardian and that the National Master Guardian designation is held by a “very distinguished group of individuals across the country and is held by only a few individuals in the State of Arizona.”

The website features a webpage titled “Our Values,”⁹ wherein it publicizes, in part, the following values, beliefs, and commitment:

Entrust takes a progressive leadership role in ensuring that professional, efficient and compassionate fiduciary services are provided to its clients.

We advocate for outcomes that promote dignity, respect, and enhanced quality of life for our clients.

We Believe

- All individuals are entitled to courteous, competent services

Our Commitment

⁷ www.entrustfiduciary.com/what-is-a-fiduciary/

⁸ www.entrustfiduciary.com/about/

⁹ www.entrustfiduciary.com/our-values/

- We are dedicated to the highest standards of professional ethics and integrity.
- We strive to maintain the highest level of communication and cooperation among all clients, their families, caregivers, and the courts.
- We endeavor to maintain and support the highest level of knowledge and competency in our profession.

Price includes "NMG," an acronym for Master National Guardian, and/or "Master National Guardian" designations in her professional email epilogue.

During the First Interview, Price stated that she does not use Entrust's website for marketing purposes. However, the website endorses Price and Entrust and purports that Price's designation as a National Master Guardian sets her apart from others because the designation is bestowed upon a "very distinguished group of individuals across the country and is held by only a few individuals in the State of Arizona." The website's content makes certain representations which suggest that Price and Entrust adhere to a high standard of fiduciary practice, and work diligently, ethically, competently, and collaboratively.

The following instances demonstrate that Price and Entrust engaged in a pattern of conduct that is contrary to acceptable and prevailing standards of fiduciary practice.

Below are the ACJA provisions and the National Guardianship Association Standards regarding lack of communication and cooperation, and negligence and lack of diligence to fiduciary duties:

ACJA §7-201(A). Definitions:

"Minimum competencies" means having the required skills for an adequate level of performance.

"Negligence" means deviation from the standard of care a reasonable certificate holder would exercise in the situation

ACJA §7-201(H)(6)(K)(6) and (8):

Failed to practice competently by use of unsafe or unacceptable practice

Failed to practice competently by reason of any cause on a single occasion or on multiple occasions by performing unsafe or unacceptable client or customer care or failed to conform to the essential standards of acceptable and prevailing practice

ACJA §7-202(J)(4)(m):

The fiduciary shall work cooperatively with available individuals and organizations ensure that the ward receives care, treatment and services representing the least restrictive form of intervention available and are consistent with the wishes or best interests of the ward.

ACJA §7-202(J)(4)(p):

The fiduciary shall regularly monitor the care, treatment, and services the ward is receiving to ensure their continued appropriateness and shall consent to changes as they become necessary or advantageous to the ward. The fiduciary or appropriate designee shall be available to respond to an urgent need for medical decisions. The fiduciary shall provide instructions regarding treatment or non-treatment by medical staff in emergencies.

The National Guardianship Association Standard 5(I):

The Guardian shall treat all professionals and service providers with courtesy and respect and shall strive to enhance cooperation on behalf of the person.

The National Guardianship Association Standard 13(IV)(B):

The guardian shall maintain substantive communications with service providers, caregivers, and others attending to the person.

ACJA §7-202(J)(2), (3) and (4)(p):

Relationship with the Ward or Protected Person. The fiduciary shall exhibit the highest degree of trust, loyalty, and fidelity in relation to the ward, protected person, or estate.

Decision Making. The fiduciary shall exercise extreme care and diligence when making decisions on behalf of a ward or protected person. The fiduciary shall make all decisions in a manner that promotes the civil rights and liberties of the ward or protected person and maximizes independence and self-reliance.

The fiduciary shall regularly monitor the care, treatment, and services the ward is receiving to ensure their continued appropriateness and shall consent to changes as they become necessary or advantageous to the ward. The fiduciary or appropriate designee shall be available to respond to an urgent need for medical decisions. The fiduciary shall provide instructions regarding treatment or non-treatment by medical staff in emergencies.

A. Kulikov: Complaint Nos. 19-0003/19-0004 (Amethyst Gardens) and 19-0022/19-0023 (APS).

i. PD2013-001924 - Kulikov

This probate case involves Entrust's ward, Kulikov, who is the subject ward/protected person in Complaint Nos. 19-0003/19-0004 (Amethyst Gardens); and 19-0022/19-0023 (APS). Amethyst Gardens also filed a complaint with APS and with the Ombudsman's office regarding concerns of financial exploitation, and mismanagement of Kulikov's funds and her care.

APS filed a complaint against Price and Entrust with the Division alleging that Price breached her fiduciary duty to Kulikov, and that Price was non-communicative with APS.

Entrust was appointed as Kulikov's temporary guardian on September 20, 2013, per Letters of Appointment. The guardian's authority and duties were limited to the following:

- * Coordinating all healthcare appointments
- * Access to all health records
- * Supervising medication compliance
- * Assisting with obtaining groceries

Letters of Limited Guardian of an Adult were issued on November 22, 2013. The guardian's authority and duties were the same as those in the Letter of Appointment that was issued on September 20, 2013. Entrust was appointed as permanent guardian for Kulikov on April 9, 2015, per Letter of Appointment. The guardian's powers were without restriction and without limitations. Price placed Kulikov into Amethyst Gardens on or about September 2, 2015. Amethyst Gardens alleged that Price and Entrust stopped paying Kulikov's room and board costs around the middle of June 2015. Entrust notified Amethyst Gardens' business manager that Price was going to be applying for ALTCS benefits for Kulikov, but that was the only communication the facility had with Price regarding the pending ALTCS application and payment. Amethyst Gardens made multiple efforts to contact Price, but she did not respond. Kulikov's account was heavily in arrears and the facility issued an involuntary discharge notice for Kulikov. Kulikov was not removed from Amethyst Gardens.

ii. Failure to Communicate with Amethyst Gardens Regarding ALTCS

The following timeline documents communication involving Price's office and Amethyst Gardens regarding ALTCS.

- * August 23, 2015 - Thomas traveled to Amethyst Gardens "for ALTCS interview with client."

- September 5, 2018 - Thomas had a telephone conference with Amethyst Gardens "regarding status of ALTCS process."
- September 6, 2018 - Amethyst Gardens' Business Manager, Carrie Godfrey ("Godfrey"), emailed Thomas, writing, in part, that Godfrey received Thomas' voice message regarding the application for ALTCS for Kulikov.

Godfrey attached the facility's policy when someone has applied for ALTCS and outlined the facility's expectation, while awaiting a decision from ALTCS, that a payment be made monthly for Kulikov's income amount minus \$110.00, as this amount will be what her room and board amount is when she is approved for ALTCS.

It was the facility's policy to continue with collections efforts if Kulikov's account was not paid in full and that Entrust will still see collections letters coming from Godfrey. She added that she likes to "warn people about this so they do not get upset if they receive a letter from me."

Godfrey requested of Entrust, "Please just keep me posted as this process continues and let me know right away when you receive an approval."

- On September 6, 2018 - Thomas forwarded Godfrey's email to Price stating, "For your review and response, or I can respond."

There was no record of a response from Price or Thomas regarding the status of the ALTCS application throughout the pending application process or about payment to Amethyst Gardens.

- December 3, 2018 - Amethyst Gardens sent a letter to Price regarding a notice of eviction. Entrust needed to make arrangements to vacate Kulikov and her possessions from the premises by the discharge date of December 17, 2018.
- December 30, 2018 - Price reviewed "...Amethyst Gardens letter of ALTCS status application."

There was no record showing that Price/Entrust responded to the facility's ALTCS status inquiry.

- February 27, 2019 - Godfrey emailed Thomas and Price and attached the March 29, 2019, statement reflecting an outstanding balance of \$36,354.16. Godfrey wrote, "As you are aware, we did issue an eviction notice for Frances [Kulikov] and it is imperative that we receive payment on the account or that you make immediate arrangements to move Frances per the eviction notice. We have been more than patient, and there has been absolutely no communication on your end and no

payments received." Godfrey asked Entrust to contact her or the Executive Director.

Records show that Price's attorney, Ferris, had contact with Amethyst Gardens regarding the facility's issues. In summary:

- March 1, 2019 - call to Dockham regarding questions about the ATLCS's application and payments to the facility.
- March 4, 2019 - telephone message and emails with Price regarding Dockham contacting Ferris' office regarding questions related to Kulikov's ALTCS application.
- March 22, 2019 - telephone messages from Jane Mead¹⁰ ("Mead"), who advised the firm is representing the care facility where Kulikov resides. Mead advised that eviction papers have been served on Kulikov for failure to pay monthly expenses and that they have "been unsuccessful in reaching Lisa Price."
- March 29, 2019 - Mead emailed Price notifying that the law firm represented Amethyst Gardens and that Ferris had instructed that this email be sent to her, per Price's request. In summary, Mead said:

The firm previously sent a letter to Entrust on March 7, 2019, concerning Kulikov's "seriously delinquent balance, but it was returned as undeliverable."

Amethyst Gardens leadership advised that Kulikov's pharmacy, "stopped delivering medications because of non-payment, and Amethyst Gardens has had to pay for them. More urgently, though, is that Ms. Kulikov must see a physician in order to update her prescriptions, and Amethyst Gardens informs that you have been non-responsive for months. They can transport Ms. Kulikov, but they cannot provide the supervision she requires while at the physician's office. This is something that you are expected to coordinate for your ward."

Months ago, Price and Entrust informed Amethyst Gardens that Price was applying for ALTCS benefits but since then Price's communications with the facility "ceased." The facility is owed over \$30,000.00 for room, board, care, and services Amethyst Gardens has provided.

Prior to the law firm's involvement, Amethyst Gardens initiated contact with the Ombudsman, Adult Protective Services, and filed a complaint with the Supreme

¹⁰ Paralegal at Bennett Fairsbourn Friedman & Balint, P.C.

Court. Mead said the matter “must be resolved immediately” and requested that Price contact her as soon as possible to discuss these issues.

- **March 29, 2019 - Price reviewed Mead's email of the same date.**
- **April 16, 2019 - Ferris billed time involving an email with Mead regarding lack of payment and pharmacy issues.**
- **April 22, 2019 - Price made a payment of \$3,500.00 to Amethyst Gardens.**
- **May 24, 2019 - Godfrey emailed Price and Thomas with June's statement showing a total balance of \$47,154.30. Godfrey included the same language contained in the February 27, 2019, email to Price regarding the eviction notice and that the facility has been patient but there has been “absolutely no communication on your end and no payments received.”**

Godfrey notified Entrust that the matter has been sent to Amethyst Gardens' corporate legal team and to the collection's agency. Godfrey asked that Price contact her or the Executive Director.

- **August 26, 2019 - Godfrey emailed Price and Thomas, attaching the September 2019 statement showing a total balance due of \$62,963.02 and stating that, as Price and Thomas knew, Amethyst Gardens issued an eviction notice for Kulikov.**

Godfrey said it was imperative that Amethyst Gardens received payment on the account of that Price make immediate arrangements to move the ward per the eviction notice. Godfrey said Amethyst Gardens has been “more than patient, and there has been absolutely no communication on your end and no payments received. The matter has been sent to our corporate legal team and to our collections [sic] agency.”

- **September 25, 2019 - Godfrey sent an email to Price and Thomas using the same language as the email of August 16, 2019, except that Godfrey attached the October 2019 invoice and represented that the outstanding balance was \$68,493.62. Godfrey utilized the same language as other emails to Price regarding the previously issued eviction notice for Kulikov and that there has been no communication from Price and no payments etc.**

iii. Interview with Keith Boal and Carrie Godfrey of Amethyst Gardens

Division staff interviewed Keith Boal (“Boal”), Executive Director of The Ridges at Peoria, formerly known as Amethyst Gardens, and Business Manager, Carrie Godfrey.

Boal said he came to the facility in 2017 and became the Executive Director of the facility in July 2019, replacing former Executive Director, Dockham.

Godfrey told Division staff that Price “had never really been great at communicating but once the balance started to grow, she really ceased to communicate about anything.” Godfrey said the facility paid for the ward’s medications because the pharmacy would not deliver due to the pharmacy account being in arrears. Amethyst Gardens paid for Kulikov’s haircuts and dog grooming. The facility continued to call, email, and send letters to Price because Kulikov’s basic needs were not being met, but Price did not reply. Godfrey sent the monthly room and board invoices to Price via email and regular mail and would get the “read receipt” indicating that Price received the emails, but there was no reply from Price. Boal added that the facility also sent Price correspondence via registered mail and “those came back that she never received or didn’t sign for them.”

Godfrey was asked if Price provided any update on the status of the pending ALTCS application to which Godfrey said, “No.” She said it was frustrating because the facility has other individuals who have applied for ALTCS benefits and get denied, but Amethyst Gardens is willing to work with everyone and would never put anyone on the street. Godfrey said, “everyone else keeps us in the loop,” but that was not the case with Price. The facility was initially notified that Price was applying for ALTCS benefits for Kulikov and Godfrey sent the facility’s expectations to Price regarding what was required for payment while the application was pending. Other than the initial notification from Price’s office, Godfrey said, “I never heard another word.” The facility did not know that Kulikov had been denied ALTCS benefits until Amethyst Gardens retained legal counsel and the lawyers contacted Price’s attorneys.

Godfrey said she has called and left messages on Price’s voicemail requesting a call back but “they would never be returned.” Godfrey called Price two or three times per month and increased the number of calls to Price. Earlier in the process, Godfrey called Price to inquire trying to understand “what was going on” and then increased the number of times she called Price because it became obvious “that we weren’t going to be paid and not responded to.”

Asked if Price visited Kulikov at Amethyst Gardens, Godfrey and Boal collectively said, “Not that we’re aware of.” Boal said Kulikov had an interior courtyard apartment and unless Price would “sneak in” the facility had no record of Price coming in and signing in as “physically being here. My staff do not recall ever seeing her in here.”

Godfrey said she did not know that a medical evaluator from ALTCS came to the facility to assess Kulikov. Asked if, at any time, Amethyst Gardens cut back or lowered the level of service or made any change in a care plan indicating that Kulikov was functioning at a higher level than she was functioning because Entrust was not paying Kulikov’s room and board payments, Godfrey said, “No.” Boal stated that regardless of if a resident is on

ALTCS or private pay, "what we assess is what we provide service for." He said the facility would never base the level of service on payment status. Both Boal and Godfrey said they provided a higher level of service to Kulikov. Godfrey said facility staff always went "above and beyond" and that facility staff felt very sorry for Kulikov because she did not have anyone to come see her and the facility had to pay to have her hair cut because she looked disheveled.

Neither Boal nor Godfrey knew if Kulikov was regularly seen by her physician and/or medical professionals. Both said Amethyst Gardens was paying for Kulikov's prescription medication because Price had not paid the pharmacy. The facility provided medication management to Kulikov, so they had to have the medication on hand to provide them to Kulikov. Godfrey said former Director of Wellness, Michelle Vargas, asked the facility to authorize payment for Kulikov's medications to ensure Kulikov received her medication. Boal said the facility's standard practice is to never allow a resident to run out of medication. Godfrey could not recall if Kulikov had to be first seen by a physician before certain prescription medications could be refilled. Asked if Price communicated with the facility regarding prescription medication, Godfrey said if Amethyst Gardens was paying for the prescription medication, it was because Price was non-communicative. Godfrey restated that the issues with Price's lack of communication occurred after the fiduciary applied for ALTCS benefits for Kulikov.

Godfrey recalled that Geriatric Resources, LLC, case manager, Crystal Littlejohn ("Littlejohn"), began assisting Price with Kulikov after the facility started contacting state agencies and complaining not only that Price was not paying the facility for the ward's room and board, but because of Price's lack of communication regarding the ward's basic needs.

According to Godfrey, former Executive Director, Dockham, had concerns that Price may have been misusing Kulikov's funds. The facility was providing food, care, shelter, and utilities, and knew that Kulikov was getting monthly money, "but yet nothing [money] was coming [in] to provide for her care." Godfrey said, "in our minds, we were providing the care and even if she has other things that need to be paid, you would think that the place where she lives would be high on the list to receive something every month versus nothing"

Boal stated that if someone is getting, for example, \$100.00 and the facility is sent \$25.00, you are still negotiating in good faith and are communicating that you are working through this process "and that never passed" with Price. He added it is about communication and if Price "was in constant communication or responded to our communication it would have been a lot different" and that is why the facility got other agencies and lawyers involved.

Based on Boal's experience with other residents going through the ALTCS benefits application process, he was asked to opine on whether Kulikov's ALTCS application proceeded within average timelines, from application to approval, or whether it was a

protracted process. He said the facility will know within three months whether a resident is approved or denied, "but this way beyond that...as far as we know it was over a year."

During the Second Interview, Price acknowledged that, despite Amethyst Gardens' concerns, she did not communicate with Amethyst Gardens regarding updates on the status of the pending ALTCS application throughout the application process nor did she discuss payments to the facility.

iv. ALTCS Benefits Applications

Price appears to have initially applied for ALTCS benefits for Kulikov in July 2018, but there was an approximate 14-month gap from application to approval of benefits. The facts suggest that Price did not capably manage the ALTCS benefits application and that her actions contributed to the delay in the approval process.

The following timeline documents certain dates and events involving the ALTCS benefits application. It is not an exhaustive account of what transpired throughout the application process nor is it indicative of all correspondence and communications between Price and Entrust and ALTCS representatives.

- On or about July 27, 2018 - Price submitted an initial application for ALTCS benefits for Kulikov.
- August 23, 2018 - ALTCS issued a Decision about Benefits and Services stating in part:

Decision for Medicare Savings Program (MSP)

We DENIED ALTCS coverage 07/01/2018 and ongoing. We took this action because you did not give us proof of all of your resources and you did not give us proof of all of your income.

Decision for Medicare Savings Program (MSP)

We DENIED Medical Savings Program coverage in the Qualified Medicare Beneficiary (QMB) category from beginning 09/01/2018 and ongoing. We took this action because you did not give us proof of all your income.

Decision for Supplemental Security Income Medical Assistance Only (SSI MAO)

We DENIED SSI MAO coverage beginning 07/01/2018 and ongoing We took this action because you did not give us proof of all your income. [original emphasis]

ALTCS' denial letter noted that the decision could be appealed by September 28, 2018. It is not clear if Price appealed ALTCS decision.

- September 20, 2018 - Price faxed another ALTCS benefits application to ALTCS.

- **November 27, 2018 - Price had a telephone conference with ALTCS “to initiate application process.”**

It is not clear what events took place from September 20, 2018, when Price faxed the ALTCS application to November 27, 2018, when Price submitted the other ALTCS benefits application.

- **December 3, 2018 - ALTCS issued a Request for Information requesting that Price provide the requested information by no later than December 18, 2018. ALTCS needed to verify the various identified information and documentation involving Kulikov’s revocable trust, burial plot, checking account with Chase Bank, Program Contractor Enrollment Choice, release of information, and signature.**
- **ALTCS also noted that “The application you gave us did not include the required signatures for this applicant. December 21, 2018 - ALTCS notified Entrust that the application for benefits was being denied, pertinently:**

Decision for Arizona Long Term Care System (ALTCS)

We DENIED ALTCS coverage beginning 11/01/2018 ongoing. We took this action because you did not sign your application and you did not give us proof of all your resources.

Decision for Medicare Savings Program (MSP)

We DENIED Medical Savings Program coverage in the Qualified Medicare Beneficiary (QMB) category from beginning 01/01/2019 ongoing. We took this action because you did not sign your application.

Decision for Supplemental Security Income Medical Assistance Only (SSI MAO)

We DENIED SSI MAO coverage beginning 11/01/2018 ongoing We took this action because you did not sign your application. [original emphasis]

ALTCS informed Price that any appeal of the decisions had to be made by January 28, 2019. It is not clear if Price appealed the decision by the deadline set by ALTCS or when Price resubmitted the application for ALTCS benefits for her ward.

In the Second Interview, Price told Division staff that the missing signature ALTCS noted was Kulikov’s signature even though Entrust was the guardian and Price sent the Letters of Appointment to ALTCS.

- **February 15, 2019 - Price had a telephone conversation with ALTCS regarding the ALTCS benefits application.**

- * February 22, 2019 - Price had a telephone conversation with ALTCS to “scheduled 3rd ALTCS financial.”
- * February 25, 2019 - ALTCS issued a Request for Information and set a deadline of March 12, 2019, for Price to provide the requested documentation. The requested information included documentation involving:
 - o Transfer/sale of Kulikov’s property
 - o Proof of deposits of sale or proceeds
 - o Information involving a Chase Bank checking account including statements from November 2018 through February 2019.
- * February 27, 2019 - Price emailed ALTCS with the information requested including Chase Bank statements from November 2019 through January 2020 and said she did not yet have the February 2020 statement.
- * February 28, 2019 - ALTCS emailed Price indicating that there was a Chase Bank account, ending ****447 for which ALTCS did not have bank statements.
- * February 28, 2019 - Price responded and stated there were no other Chase Bank accounts for Kulikov.
- * February 28, 2019 - ALTCS replied that their search is done by social security number, date of birth and name. ALTCS stated that the site lists three other accounts with Wells Fargo “that have zero balances” but the site did not show the account Price had provided.

It is not clear if Price responded and/or sent ALTCS the requested information or responded.

- * March 7, 2019 - ALTCS medical assessor emailed Price requesting contact information for Kulikov so that the assessor could go out to see the ward.
- * March 8, 2019 - Price provided ALTCS with a contact number for Kulikov. Price questioned the need for another assessment because Kulikov “already has an approved PAS”¹¹ and did not think another would be necessary.
- * March 11, 2019 - ALTCS medical assessor replied to Price stating that when the ALTCS application was first made, there was a request to cover medical bills from November, December, and January therefore the medical assessor needed to go see Kulikov and get all the information from those months to see if she was medically eligible. The assessor said if there is no bill from those three months, Price should let her know.

¹¹ Pre-Admission Screening is used to determine medical eligibility for ALTCS

- March 12, 2019 - Price emailed the ALTCS representative that had requested information on the Chase Bank account per representative's email of February 28, 2019.

Price said ALTCS' original email said it was Chase Bank which confused her. Price said she was out sick with the stomach flu most of last week and just today got back to her office fulltime and is now looking into this.

Price said "I had previously instructed my assistant to close this account and pay the outstanding medical bills we could with the funds. She is no longer working with me, so I will need to do a little research to figure out what happened. I have appointments this afternoon but will get an answer to you either later this evening or tomorrow morning."

- March 12, 2019 - ALTCS representative replied to Price clarifying that ALTCS was inquiring about the Wells Fargo Bank accounts adding that no matter what Price found out Kulikov "was over the resource limit for February. I will have to deny this application. You may reapply tomorrow, if necessary."
- March 12, 2019 - Price replied to ALTCS asking if Kulikov would still be over the resource limit, "Despite the fact that she has \$50K in outstanding medical bills?"
- March 12, 2019 - ALTCS issued a letter of denial of the ALTCS application of February 22, 2019.

Decision for Arizona Long Term Care System (ALTCS)

We DENIED ALTCS coverage beginning 2/01/2019 ongoing, [sic] We took this action because your countable resources are more than the maximum allowable amount for this program.

We DENIED ALTCS coverage from 11/01/2018 to 1/31/2019. We took this action because your countable resources are more than the maximum allowable for this program.

Decision for Medicare Savings Program (MSP)

We APPROVED Medicare Savings Program coverage in the Qualified Medicare Beneficiary (QMB) category from beginning 04/01/2019 ongoing.

Decision for Supplemental Security Income Medical Assistance Only (SSI MAO)

We APPROVED SSI MAO coverage from beginning 02/01/2019.

We APPROVED SSI MAO coverage from beginning 11/01/2018 to 01/31/2019. This coverage is to help medical pay medical expenses you had prior to your application. We consider the three months prior to your application in which you met SSI MAO eligibility requirements and had medical expenses you were responsible to pay.

If you are appealing a Medical Assistance or long term care decision, the deadline to ask for an Appeal is 04/17/2019. [original emphasis]

The denial letter included that the applicant had \$5,200.57 in Countable Resources and the Eligibility Resource Limit was \$2,000.00.

- * March 13, 2019 - ALTCS representative replied to Price's March 12, 2019, email stating, "Unfortunately, the amount a person owes does not factor into the determination. If an applicant has over \$2,000.00 available to them they do not qualify financially. If the funds were to be spent down so that she doesn't have more than \$2,000.00 she would qualify financially, but she would have to provide proof of where those dollars were spent and they would have to be spent on herself."
- * March 13, 2019 - Price replied asking if she sent copies of the checks for her pharmacy and other bills today, "will that be sufficient?"
- * March 13, 2019 - ALTCS replied to Price stating, "No – the application has been denied due to her being over the resource limit for the application month. You will need to reapply when she has less than the maximum amount for resources, which is \$2,000.00."
- * March 20, 2019 - Price submitted another application for ALTCS benefits for Kulikov.

On Page 5 of 12 of the application, Price listed a Chase Bank Checking Account, ending ***9685, with a balance of \$1,800.00, and Wells Fargo Bank Checking Account, ending ***7447, with a balance of \$3,500.87. The value of the two accounts exceeded the \$2,000.00 threshold set by ALTCS to determine financial eligibility. Price also reported that Kulikov received just under \$800.00 in social security benefits and that Kulikov had a 2007 Mercedes C230. There was no value assigned to the vehicle.

- * April 18, 2019 - Price, marked as "High" importance, emailed ALTCS and provided pdf documents which appeared to represent Wells Fargo Bank Statements and checks. In the email, Price wrote that she was providing an update on the status of Kulikov's financial accounts and Price requested an extension until the following week to provide the final documentation.

Price provided additional information regarding certain issues with Chase Bank. Price said that Kulikov's Chase Bank trust account is just over \$2,500.00 and that Price would be requesting cashier's checks to pay certain vendors after which the Chase Bank account would have approximately \$800.00 remaining in the account.

- April 18, 2019 - ALTCS granted an extension of time for Price to remit the documentation required by ALTCS to April 26, 2019.
- April 26, 2019 - Price followed up with the ALTCS representative to see if ALTCS had all the documentation, asked if there was anything more required, and inquired about the approval of the ALCS benefits.
- April 29, 2019 - ALTCS representative emailed Price stating, "Just reaching out to see what the status is on the rest of the items needed from the RFI."¹²
- April 29, 2019--ALTCS, in response to Price's email, replied they had not received the two previous emails that Price had referenced but noted they received missing information on a trust and the transfer of Kulikov's home property. The representative would "double check" and let Price know if anything else was required.
- May 2, 2019 - ALTCS issued a letter identifying what information Price provided during the ALTCS financial interview. Price was asked to review the attached ALTCS Interview Summary because that information would be used to determine whether Kulikov qualified for ALTCS. ALTCS' letter to Price said if the information was correct, then Price was not required to do anything. If the information was not correct, Price was required to tell ALTCS by May 17, 2019.
- May 2, 2019 - ALTCS issued a denial of ALTCS benefits.

Decision for Arizona Long Term Care System (ALTCS)

We DENIED ALTCS coverage beginning 03/01/2019 ongoing. We took this action because you are not medically eligible. To be medically eligible, you must need care now that is comparable to that provided in a nursing facility or Intermediate Care Facility for Individuals with Intellectual Disabilities or related conditions, but below an acute care setting (hospitalization or intense rehabilitation) and above a supervisory/personal care setting, routine medical care or well-meaning oversight.

We DENIED ALTCS coverage from 12/01/2018 to 02/28/2019. We took this action because you are not medically eligible. To be medical eligible, you must need care now that is comparable to that provided in a nursing facility or

¹² Request for Information.

Intermediate Care Facility for Individuals with Intellectual Disabilities or related conditions, but below an acute care setting (hospitalization or intense rehabilitation) and above a supervisory/personal care setting, routine medical care or well-meaning oversight.

ALTCS uses a scoring system to calculate a total score. This score is compared to the threshold of 60 points. Your total score was below 60 points.

ALTCS wrote that if the application was appealing a Medical Assistance or long-term care decision, the deadline to ask for an appeal is 06/07/2019. [original emphasis]

- May 7, 2019 - Price emailed ALTCS stating she received notice with the listing of Kulikov's assets and Price wanted to see if she needed to address the change in the value of the bank account since the account was closed and "then had the value of funds paid the facility, and the new account is not listed."

Price said she was unsure how the values on the notice play into the decision, "in that they show the balances of the accounts at the first of the month. I understand we are dealing with a medical denial, but I intend to appeal that decision so I want to ensure the financial side is complete so there are no issues."

Price added that included in the denial letter were the PAS assessments completed from December to current. There was an assessment completed in August 2018, as well, and she was never provided with a copy of that assessment and asked if she could obtain a copy.

- May 8, 2019 - ALTCS replied to Price indicating that since it is an appeal the representative did not know exactly how the process works but suggested Price bring any new financial information with her to include as if she was reapplying. Since it was a medical denial and the "financial portion wasn't complete, unless I'm told to reopen that application I can't make any changes to it now. They would apply any changes to the assets during the appeal process or reopen the previous application and we could continue as we had been." The representative said the PAS assessment from August was not attached to the decision letter and he provided Price with contact information of the assessor who conducted the PAS.
- May 10, 2019 - Price emailed ALTCS noting her surprise that no points were allocated for Kulikov's [REDACTED] or [REDACTED] and said, "I was shocked to see there were no point allocated for [REDACTED]" Price said Kulikov is unable to provide the names of her children, much less the day, time, month or year. Price asked why the medical diagnosis did not appear to be included.

- **May 10, 2019, Price emailed care manager, Littlejohn, stating, in part, that Kulikov's ALTCS application was denied medically. Price said she was livid and emailed the medical reviewer to find out why there were no points for Kulikov's [REDACTED]. Price said ALTCS scored Kulikov full points for [REDACTED] but that the ward refers to her children by where they live and she cannot provide the date, time, and month.**

- **May 16, 2019 - Littlejohn replied to Price indicating that she may know the reason Kulikov was denied medically. On the day she first met Kulikov (April 19, 2019), Littlejohn also met with Amethyst Gardens billing department; Executive Director; and nurse, Michelle Vargas.**

Littlejohn said the business manager mentioned in passing that the facility was not charging Kulikov what she needed to be because of already outstanding balance with them. The facility did not want to make the balance larger. Littlejohn thought that if the ALTCS medical assessor went by the care plan rather than completing the actual testing herself, this might be the issue.

Littlejohn said she typically attends medical assessment with her clients and asked Price if they could schedule to have Kulikov re-evaluated with Littlejohn present. Littlejohn indicated that she could ask the facility to update her assessment.

- **May 16, 2019 - ALTCS emailed Price informing that the representative was not the medical assessor on the recent application for Kulikov but said she did an assessment "back in 2018 that I did as eligible and it looks like you were denied from that one that I completed for failure to turn in the requested documents on the financial end." The representative provided a name of someone Price could contact about the PAS assessment that was recently denied.**
- **May 31, 2019 - Price timely completed a Verbal Appeal Request Form prior to the appeals deadline of June 7, 2019. A Hearing on the appeal was scheduled for July 30, 2019.**

July 18, 2019 - Letter from Mark Schafer, ALTCS Health Program Manager, to Price letting Price know that they could meet prior to the hearing to discuss ALTCS' decision. Schafer noted that he has not been able to reach Price by phone.

- **August 22, 2019 - ALTCS emailed Price providing a copy of the statement of facts for the trust. The representative said he thought he had a copy of "something showing the Chase account was closed but I do not. Could you provide a statement from the bank showing that it is as well."**

- September 10, 2019 - ALTCS followed up and emailed Price asking, "Is there any update on the financial for April? You never got back to me and I can't move the case without documentation."
- September 13, 2019 - Price emailed ALTCS stating, "I am very sorry about all of this. I had to completely uninstall and reinstall all of the programs on my new system to get it finally up and running. Microsoft support was able to get it all on one machine and finally get everything working! I have attached the statement of fact, release of information, and TrueLink transactions. Please let me know what else you need. I am at my desk all day today, so feel free to call on my cell phone..."
- September 13, 2019 - ALTCS replied stating they would start getting everything into ALTCS' system and "if anything else comes up, I'll let you know." ALTCS emailed Price to inform that they still need the statement for the month of April from Pinnacle Bank, so they can see all the money coming into it from the closed accounts.
- September 13, 2019 - Price emailed ALTCS stating that she would send what ALTCS needed this evening or this weekend "so you'll have it Monday morning."
- September 18, 2019 - ALTCS emailed Price stating, in part, "Just checking in for an update on those statements."

Price emailed ALTCS stating that she sent an email late Friday evening and could resend if needed.

ALTCS replied to Price stating, "No, I didn't receive anything Friday night."

- September 26, 2019 - ALTCS emailed Price informing that the application was complete and approved.

The facts demonstrate that it took from on or about July 27, 2018, when Price submitted the initial application for ALTCS benefits for Kulikov, to on or about September 19, 2019, when ALTCS benefits were approved. In that 14-month period, Price submitted several ALTCS benefits applications. There were several reasons ALTCS denied the applications. To summarize, sequentially, ALTCS denied long term care benefits for the following reasons:

- Failure to provide all proof of income.
- Failure to sign the application where signatures were needed and Price did not provide all proof of resources.
- Ward exceeded the \$2,000.00 countable resources threshold.
- Ward was not medically eligible.

In the Second Interview, Price told the Division that prior to submitting the initial application for ALTCS benefits for Kulikov, Price knew there was a \$2,000.00 maximum threshold for countable resources including money in any bank account. Despite this, Price submitted financial information to ALTCS that appear to show that Kulikov was over the maximum limit.

In addition, on April 11, 2019, the Court issued a Minute Entry, Status Conference Set, wherein the Court stated, in part:

Lisa Price is sworn under oath and testifies, among other things, that the ward receives \$670.00 monthly, \$3,500.00 in a bank account was recently discovered which she will use to pay the care facility... [emphasis added]

The "recently discovered" \$3,500.00 that Price located would have caused Kulikov to exceed the maximum \$2,000.00 countable income threshold set by ALTCS. It is not clear when Price found this extra money or if Price reported it to ALTCS. The "recently discovered" money does not appear on the March 12, 2019, ALTCS application that Price submitted to ALTCS. Price used the \$3,500.00 to make a payment to Amethyst Gardens. During the Second Interview, Price was asked about the circumstances of the "recently discovered" money, but she was unable to recall any details and said she would need to check her records.

Regarding ALTCS determining that Kulikov was medically ineligible, on March 7, 2019, the ALTCS medical assessor emailed Price stating that the medical assessor needed to go see Kulikov. Ultimately, ALTCS denied ALTCS benefits because Kulikov was found to be medically ineligible by the medical assessor. Price and Entrust appealed the decision to deny and later won on appeal.

During the First Interview, Price told Division staff the medical denial was due to the most recent care plan that the ALTCS medical evaluator reviewed was not accurate and up to date because Amethyst Gardens "had cut it back due to lack of payment so they cut back her services so her care plan did not accurately reflect her care."

Boal and Godfrey denied that Amethyst Gardens downgraded the level of service or made any change in the care plan because Price was not paying the room and board.

With respect to care plans, referenced by Price in the First Interview, Entrust's billing records show the following:

- December 7, 2018 - Price billed for time involving receipt and review an email from Amethyst Gardens "enclosing quarterly care plan."

- * December 14, 2018 - Price billed for time involving review and “execute quarterly service plan.”
- * December 17, 2018 - Price billed for time involving “Preparation of email to Amethyst enclosing quarterly service plan.

Entrust records show that it was not until June 13, 2019, June 14, 2019, and June 18, 2019, when Price again billed for time involving care plans including receiving, reviewing, executing, and emailing care plans.

It is not clear what records for Kulikov that the ALTCS medical assessor reviewed. When asked by the Division during the Second Interview, Price was unable to identify what, if any, care plans the medical assessor reviewed.

Price was asked to provide more detail about the most recent care plan the ALTCS medical assessor reviewed and upon which Kulikov was deemed medically ineligible. Division staff noted that Entrust’s billing records showed Price reviewed and executed a care plan in December 2018 and then reviewed and executed a revised care plan in June 2019, but there was no record of reviewing and executing a care plan in March or April 2019. Documentation suggested that the ALTCS medical assessor reviewed the December 2018 plan.

Price replied that she did not know what the ALTCS medical assessor reviewed or if a care plan was created in March or April 2019 so her comments during the First Interview were speculative.

Price was asked if she contacted Amethyst Gardens to discuss the care plans or Kulikov’s care in anticipation of the ALTCS medical assessor’s forthcoming visit to the facility. Price said she did not.

v. Failure to Timely Communicate with Crystal Littlejohn

Littlejohn was retained by Entrust to provide care management services for Kulikov.

On April 12, 2019, Price emailed Littlejohn stating that Price was short staffed and needed “back-up case management assistance.” Records indicate that Littlejohn began her involvement with Kulikov on April 19, 2019 and Littlejohn visited Kulikov on that date.

Records show that on April 19, 2019, Littlejohn called and left a voice message for Price. Littlejohn also sent an email to Price marked as “High” importance. In her email to Price, Littlejohn noted her introductory visit with Kulikov on April 19, 2019, and reported certain observations she made after visiting Kulikov. Littlejohn conveyed issues of concern to

Price including, but not limited to, seeing molded food in Kulikov's refrigerator and milk that had expired on December 28, 2018, all removed by Littlejohn with Kulikov's consent.

Littlejohn wrote that Kulikov needed medication for [REDACTED] but the physician would not refill the medication until the doctor saw Kulikov. Given the urgency of the medication issue, Littlejohn said she would schedule an appointment with Kulikov's primary care physician. Littlejohn informed Price that Amethyst Gardens' staff had been paying for the medication to get them. Littlejohn said she asked the pharmacy to send her the invoice which she would forward to Price for immediate payment. Littlejohn also noted that Amethyst Gardens issued an eviction notice because of Kulikov's outstanding balances on her account.

Littlejohn did not receive a timely response from Price. Several days later, on April 23, 2019, Littlejohn sent a follow up email to Price and categorized the subject line as "URGENT." Littlejohn wrote that she hoped Price received Littlejohn's voice mail of April 19, 2019, as well as the email she sent of the same date. Littlejohn said she was going to take Kulikov to see her primary care physician this day and that it was important that Littlejohn speak with Price as soon as possible about the case.

Littlejohn reiterated that in her April 19, 2019, email to Price, Littlejohn had "significant concerns" regarding Kulikov's outstanding bills. Littlejohn attached Saliba's pharmacy invoice and two other invoices including the hair salon (HBP Corporation) and dental (Reflective Dental) invoices. Littlejohn said it was her understanding that Amethyst Gardens had been paying for Kulikov's pharmacy bills at the time of medication reorders which was an "unsustainable" system according to facility staff and, as a result, Kulikov's ability to receive future medication would be impacted. Littlejohn wrote that as it currently stands, Kulikov has not been receiving two specific medications for reasons that were unclear to Littlejohn. She said facility staff told her that they do not have a current order for these medications and that the physician will not fill them until Kulikov has been seen, which could be resolved today. Littlejohn said, however, the pharmacy has indicated that they have a current order but that it is imperative that some "good faith payment is made."

Littlejohn informed Price that Kulikov expressed she typically has her hair done on a weekly basis, but this is not currently possible due to an outstanding balance, which the salon would be willing to forgive late fees if the balance of \$178.00 is paid in full.

Littlejohn told Price that the dental practice informed that Kulikov has a past balance of \$287.00 which needs to be paid prior to scheduling an appointment. Littlejohn expressed concern for the outstanding past due balances that exist and wanted to know Price's plan for getting the balances current.

Littlejohn indicated that she was committed to act in Kulikov's best interest but, as a small business, Littlejohn needed to ensure that she mitigated any potential risk for her business and stated that she required a \$2,000.00 retainer to continue to work with Kulikov.

On April 23, 2019, Price replied to Littlejohn with an email stating that Price had been at the social security office "all afternoon on Friday" and only received Littlejohn's voicemail late the day before, as it went to Entrust's general mailbox instead of Price's personal voice mail. Regarding outstanding bills, Price said those were "actually being addressed" and that Entrust opened a new account for Kulikov and issued a cashier's check for \$3,500.00 payable to Amethyst Gardens as of the day before. Price said she had checks prepared for the beauty salon and the pharmacy for the outstanding balance. Price added that ALTCS had been kept "in the loop throughout the process" and that Price expected to receive confirmation of ALTCS benefits for Kulikov "any time." Price said she understood Littlejohn's concerns regarding the retainer and said she would "get a check in the mail to you today."

Price's reply email did not comment on the concerns Littlejohn brought forward including the molded food and expired milk from December 28, 2018, that Littlejohn found in Kulikov's refrigerator.

Price emailed Littlejohn that Price had been at the social security office "all afternoon" on April 19, 2019, and only received Littlejohn's voice message on April 23, 2019. Entrust's billing shows that Price received Littlejohn's April 19, 2019, email report on that same date. On April 19, 2019, Price billed the estate for time involving, "Receipt and review of case management report from Crystal Littlejohn after initial meeting with Frances."

Email records demonstrate that Price made efforts to address the outstanding pharmacy balance on April 24, 2019, although Littlejohn had paid for and picked up Kulikov's medication before the matter was resolved.

On May 31, 2019, Littlejohn emailed Price informing her that Littlejohn accompanied Kulikov to her podiatry appointment, writing, "it appears that she has been without podiatry for some time. She was thrilled to have them done. She did have [REDACTED] on both her left and right great toes and her right middle toe. All have been resolved now. A follow up appointment has been scheduled for 6/7/2019 so that we can stay on top of this."

Littlejohn also noted that Kulikov required new shoes and requested permission from Price to purchase shoes and clothing for Kulikov because she had gained some weight and her existing clothing was too small. Littlejohn asked Price about calling Kulikov's insurance company to have her primary care physician changed to a different location closer to Amethyst Gardens and informed Price that she had to call the health insurance customer service to make the change.

Price did not provide a timely response to Littlejohn's information and request.

Entrust records demonstrate that on June 11, 2019, two weeks after Littlejohn's email of May 31, 2019, Price replied stating that she thought she had already forwarded the information about Kulikov's new primary care physician to Littlejohn. Price authorized the purchase of whatever items Kulikov needed. Price did not comment on Kulikov's care involving the lack of podiatry appointments and [REDACTED] reported by Littlejohn.

Littlejohn eventually terminated her services due to a lack of payment for her services and Price's failure to communicate with Littlejohn by a certain date.

In a letter to Price and Entrust, dated December 10, 2019, Littlejohn wrote that as of that day, Littlejohn's company, Geriatric Resources, LLC, "will no longer be providing geriatric care management services to our mutual client...due to the delinquent status of her account. In my letter to you via email dated, November 25, 2019, it was requested that you contact me on or before December 6, 2019, to make suitable payments and as of this writing, I have not received a response."

vi. Interview with Crystal Littlejohn

The Division staff interviewed Littlejohn. Her company, Geriatric Resources, LLC, provides coordination of care services such as scheduling appointments with physicians, accompanying wards to medical appointments, and overseeing wards' care in their living arrangements to make sure that the care they receive is adequate.

Littlejohn began her involvement with Kulikov after receiving a call from Price in early April 2019 indicating that she had a client with whom Price needed assistance. Littlejohn met with Price on April 17, 2019. Littlejohn said Price told Littlejohn "very honestly that she hadn't been pleased about her own handling of the case and really needed some assistance to put things right for the client and make sure she had everything that she needed." Asked if Price specified what concerns she had about her own handling the case, Littlejohn said Price did not elaborate but Littlejohn said, "we grew to learn what that meant as I took on the case."

According to Littlejohn, when she began her involvement with Kulikov, Littlejohn learned that several of the ward's bills were in arrears which "directly impacted her quality of life." When Littlejohn first met Kulikov at Amethyst Gardens, facility staff told Littlejohn that Kulikov did not receive two of her medications because the pharmacy account was \$354.95 in arrears. Littlejohn contacted the pharmacy and was told that Kulikov's account had "been frozen" from September 2018 to March 2019, because of the outstanding balance.

Littlejohn was asked if Kulikov had not been receiving the medication that she needed from September 2018 to March 2019, Littlejohn said, "this is where things get a little bit fuzzy."

The pharmacy told her that the two specific medications were last filled on February 24, 2019, and Kulikov needed to be seen by a physician to refill certain other medications. Other medications were filled on March 12, 2019, because the Director of Nursing at Amethyst Gardens authorized the facility to pay for the medications. Littlejohn said the pharmacy told her that the monthly billing for Kulikov's medications were approximately \$50.00. The pharmacy account that was in arrears was the "most impactful" on Kulikov but there was also a dental account that had an outstanding balance of \$287.99 from August 2018 to November 2018, and the hair salon account was \$238.00 in arrears. Littlejohn said Price did not provide a reason the bills had not been paid but said Price indicated that she was going to take care of Kulikov's bills.

Littlejohn said the assisted living facility had not been paid since July 2018 and was at \$41,000.00 in arrears when Littlejohn was involved.

Littlejohn told Division staff that once she got involved and saw what was happening, "it was much bigger than we had anticipated." Littlejohn said she was concerned enough to contact APS on April 19, 2019. As detailed later in this Investigation Summary, APS records confirm that the agency received a report on April 19, 2019. Littlejohn remained involved with Kulikov until December 2019 when Littlejohn "resigned from the case due to payment issues."

Littlejohn was asked how often Kulikov was supposed to see her doctor, Littlejohn did not know but while Littlejohn was involved, she took Kulikov to her primary care physician and her podiatrist. As to Kulikov's footcare, Littlejohn said, "her feet were in rather deplorable condition by the time we got her to the podiatrist." Most of Littlejohn's geriatric clients go to a podiatrist at least every two or three months. Kulikov had thick nails, toe fungus and very long toenails with a brown or yellow hue across the nails. Littlejohn said she did not know why Kulikov had not been taken to the podiatrist.

Littlejohn described Kulikov's care as "substandard" when Littlejohn started her involvement. In addition to the medical issues and accounts being in arrears, Littlejohn said on the day she first met Kulikov, Littlejohn found milk in the refrigerator that had expired on December 28, 2018, and there was a "large amount of molded, unrecognizable food items that were in plastic containers." Littlejohn said Kulikov gave permission to remove the food, but had the expired food been eaten, Kulikov would have experienced food poisoning because her cognitive issues meant she was unable to make choices or recognize void or spoiled food.

Asked what type of care arrangement Kulikov had at Amethyst Gardens, for example, assisted living or independent living, Littlejohn said she had some concerns about the facility because of the spoiled food and because Kulikov was often out of toilet paper and "things of that nature." Littlejohn told Division staff that the care plan that was on file was not appropriate to Kulikov's needs at that time. Littlejohn said the care plan that Amethyst

Gardens had and “the person I had before me were two different people.” Littlejohn said she was able to have Kulikov “reassessed” and the care plan was revised.

Littlejohn was asked if she knew how often Price went to visit Kulikov. Littlejohn said she did not know but said Amethyst Gardens staff reported to her that they had difficulty getting in touch with Price. Littlejohn said she notified Price of her findings after Littlejohn first saw Kulikov and provided Price with summaries whenever there was a visit. Littlejohn said she saw Kulikov weekly but placed a “service hold” because the account with Littlejohn’s company was in arrears. Littlejohn said she gave Price from a date in November 2019 until December 6, 2019, to rectify the past due balance and when Littlejohn did not hear from Price in that timeframe, Littlejohn sent the December 10, 2019, letter of resignation.

Asked for her opinion as to whether Price timely responded when Littlejohn called and left a message, Littlejohn said that it was inconsistent.

Littlejohn said on April 24, 2019, she received a call from a nurse at Amethyst Gardens informing that Kulikov’s [REDACTED] was [REDACTED] and the facility did not have her [REDACTED] medications due to non-payment. The nurse told Littlejohn that if Kulikov did not get her [REDACTED] medication right away, she would require treatment at the hospital emergency room. Littlejohn told Division staff that Price had expressed a commitment to paying the outstanding pharmacy bill but on April 24, 2019, when Littlejohn contacted the pharmacy, she was told the pharmacy had not received payment from the fiduciary. Littlejohn said she paid for the [REDACTED] medication using her credit card, went to the pharmacy to pick up the medication, and personally delivered it to Amethyst Gardens so that Kulikov “could receive it in a more timely way.”

Littlejohn told the Division that she has worked with numerous other fiduciaries over the years. Littlejohn was asked to comment on whether her experience with Price and Entrust reflected a standard of practice consistent with other fiduciaries or if Littlejohn’s experience was unique to working with Price and Entrust. Littlejohn said, “it was definitely a unique situation in my experience. Our fiduciaries have been responsive. They have paid their bills on time, they have engaged, I would say in the care of the client at a much greater level than what I experienced with Ms. Price.” Littlejohn reiterated that she believed Price delivered substandard care to Kulikov.

Littlejohn indicated that she was never asked to testify in Court about her concerns about Kulikov and Price, but Littlejohn said she was concerned enough, at one point, to reach out to Kulikov’s former Guardian Ad Litem John Worth (“Worth”) although, “it wasn’t fruitful, that’s the best way to describe it.” She said she called Worth on April 23, 2019 and sent him an email expressing some of her concerns about how Price was managing Kulikov’s bills and her care. Worth replied to Littlejohn on April 26, 2019.

Entrust's records demonstrate that Price emailed Saliba's Pharmacy on April 24, 2019, regarding the outstanding balance of \$354.95. In her email, Price indicated that she thought her staff had "already processed payment for this some time ago." Price provided the pharmacy with banking/routing information.

Price then emailed Littlejohn informing that she had contacted the pharmacy and provided information to process the outstanding balance. Price said Kulikov has \$372 on a True Link card but owed the pharmacy \$354.00. Price processed an additional \$250.00 to the card but that would "not hit until tomorrow, so any other items she may need will need to wait until then for purchase."

During the Second Interview with Price, she was asked about the concerns Littlejohn reported to Price on April 19, 2019, regarding the molded food and milk in the refrigerator that had expired in December 2018. Division staff asked Price if she visited Kulikov after Littlejohn reported her concerns. Price said she did not go see Kulikov nor did Price discuss Littlejohn's findings and concerns with Amethyst Gardens.

Guardians are required to monitor the placement of a ward on an ongoing basis. Ensuring that care plans and all aspects of a ward's care in a facility is part of a fiduciary's responsibility.

ACJA §7-202(J)(4)(g):

The fiduciary shall monitor the placement of the ward on an on-going basis to ensure the continued appropriateness of the placement and shall consent to changes as they become necessary or advantageous for the ward.

vi. Failure to Communicate/Cooperate with Adult Protective Services

Price and Entrust did not cooperate with APS' investigation even though the fiduciary was the subject of the investigation involving allegations of financial exploitation, and misuse of Kulikov's funds and her care.

The APS investigator was no longer with the agency when Division staff reached out to her. However, the Division was able to obtain APS' records regarding the reports involving Kulikov.

Records demonstrate that APS received a report on February 18, 2019, involving allegations of reoccurring exploitation of the ward, Kulikov. Allegations included that Price and Entrust had not paid the ward's bills for at least six months, and that the ward was in an evicted state at the facility and was not receiving care. The report noted that Price and Entrust were not responding to telephone calls or mail and that since June 2018 all mail to Price and Entrust had been returned. The ward had not had any care, bathing or

grooming and had odor and untrimmed finger and toenails. The ward was not receiving medication because Price and Entrust did not pay for them.

Records show the APS investigator spoke with the Executive Director of the facility who confirmed that the facility sent Price and Entrust letters by mail and fax but there was no response. In addition to the arrears on the room and board account, there were balances at the pharmacy and the hair salon. Due to lack of payment, the ward had been evicted last December 2018 and there had been no payment since June or July 2018.

APS received a second report on April 19, 2019, also involving allegations of exploitation. Records document that the reporting source stated that she was asked to provide geriatric care management services by Price and Entrust and noted that bills to the facility, pharmacy, dentist, and facility beautician were not being paid by the fiduciary. The ward, Kulikov, was under a guardianship/conservatorship so that such things could be managed for her, but this was not occurring. The ward was receiving some of her medication because the facility had been paying for them. The facility had not been paid since July 2018 and emails were going unanswered by Price and Entrust. Although an ALTCS application was pending, the facility was not even receiving share of costs payments.

The APS investigator contacted Entrust's office three times from June 6, 2019 to July 8, 2019. All three times the APS investigator either left a message for Price through a voicemail or through the person who answered the call and was told that the message would be passed on to Price, but Price never returned the calls.

Then on July 16, 2019, the APS investigator arrived at the physical address for Entrust. The receptionist at that location informed the investigator that this was a "virtual" office where Price collects mail and receives messages. APS called Entrust again and was forwarded to Price's voicemail. A message was left asking for a return phone call.

On July 23, 2019, APS sent Price and Entrust a 10-day "unable to locate" letter, and on September 5, 2019, the APS investigator documented that no response was ever received from Price after APS sent the 10-day "unable to locate" letter to her. Subsequently, APS submitted a complaint with the Division (Complaint Nos. 19-0022/19-0023).

During the Second Interview, Price was asked about the APS investigation and her cooperation with the investigator. Price denied having any knowledge of an APS investigation and said she just learned of the investigation when Division staff raised it at this interview (December 10, 2021). Price denied receiving any telephone messages from APS or any letter/correspondence from APS.

Price's statements to the Division that she only learned about APS' investigation at the time of the Second Interview, is not supported by her billing records and raises concerns about her candor. Entrust's billing show that on October 16, 2019, Price billed the estate

for time involving "Receipt and review of letter from APS indicating allegation of abuse was not substantiated." See below:

10/18/2019 LMP

Receipt and review of letter from APS
indicating allegation of abuse was not
substantiated

0.10

\$115.00 \$14.00

As previously noted in this Investigation Summary, Entrust's website advertises that Price holds a National Master Guardian designation apparently held by a "very distinguished group of individuals across the country and is held by only a few individuals in the State of Arizona."

The National Guardianship Association Standard 5(D) involves the guardian's relationship with other professionals and providers of services to the person states:

The Guardian shall treat all professionals and services providers with courtesy and respect and shall strive to enhance cooperation on behalf of the person.

Pursuant to A.R.S. §46-452, APS has the authority to receive reports of abuse, neglect, and exploitation of vulnerable adults and to determine whether any such abuse, neglect or exploitation has occurred. Kulikov was an incapacitated individual and needed protection therefore the Court appointed Entrust as Kulikov's guardian and conservator.

Price was the sole individual with open access to and control of Kulikov's assets and money. APS is mandated to investigate allegations of misuse and exploitation of vulnerable and incapacitated individuals. Price and Entrust's failure to respond to and cooperate with APS regarding its investigation into allegations of financial exploitation by the fiduciary suggests that Price's conduct was obstructive and unprofessional and not reflective of conduct that conforms with the standards of prevailing fiduciary practice.

viii. Superior Court Records Demonstrate a Lack of Cooperation with Professionals

PB2013-001924- Kulikov

Price's and Entrust's lack of cooperation with professionals is demonstrated in Court records in PB2013-001924, involving Kulikov.

On April 4, 2019, Kulikov's Court-appointed attorney, Lon Taubman¹³ ("Taubman") filed with the Court a Motion for Expedited Telephonic Status Conference/Motion for Reappointment of Guardian Ad Litem ("Motion"). The Motion was about "the current guardian's and conservator's (Entrust Fiduciary Services, Inc.) efficacy in its care of Frances Kulikov." The Motion noted that on February 22, 2019, Taubman spoke with Reagan Smith ("Smith") of the Long-Term Care Ombudsman Program. At that time,

¹³ The Law Office of Taubman & Associates.

Houston further wrote that she called Price twice and left a voice message both times. On March 25, 2019, Houston attempted to call Price and was not able to leave a voice message due to the mailbox being full. Houston then called Price's attorney and left a message requesting a return call. At the time of Houston's report, she said she had not received any communication from Price. Houston noted that an Annual Report of Guardian or medical report has not been filed since September 2016.

Houston's report documents her unsuccessful efforts to contact Price and Entrust and records the Area Agency on Aging's inability to contact Price.

Amethyst Gardens filed a complaint against Price and Entrust to the Area Agency on Aging because of the concerns the assisted living facility had for Price's handling of Kulikov's finances and what the facility believed was substandard care of Kulikov. It is not clear when Amethyst Gardens first contacted the Area Agency on Aging, but it appears to have occurred in January 2019, when Amethyst Gardens filed Complaint Nos. 19-0003/19-0004 with the Division and filed a complaint with APS. It is not clear when or how often the representative from the Area Agency on Aging reached out to Price to discuss the reported concerns.

Price appears to have known about the contact from Area Agency on Aging because Ferris' billing records show that his office had contact with the Area Agency on Aging on February 22, 2019. On February 25, 2019, Ferris received an email from Price and Ferris prepared an email to the Area Agency on Aging.

Ferris' records show that on March 25, 2019, his office had a telephone call with Houston and Houston noted that she had a difficult time reaching Price.

On April 5, 2019, the Court Ordered, in part, the reappointment of Worth as the ward's Guardian Ad Litem.

On April 12, 2019, a telephonic Status Conference was held. The Minute Entry reflects that Price testified that she recently discovered \$3,500.00 in a bank account which will be used to pay Amethyst Gardens, that ALTCS pays for the ward's medical expenses and medications, and that an application with ALTCS is pending and Price anticipated approval of the benefits by the end of the week. Price noted she was making progress in hiring new staff, a virtual office, Geriatric Case Management for a new case manager, and improved communications.

Other professionals provided testimony to the Court. Licensed fiduciary, Kelly Crane, noted that substituting her as guardian could be detrimental to the ALTCS application. GAL Worth recommended that no fiduciary changes be made and that a status conference be set in 30 days. Taubman, on behalf of Kulikov, recommended appointment of a new fiduciary. Ferris, on behalf of Price, adopted Worth's recommendations. Based on the

Motion, Investigative Report, the record and testimony, the Court declined to remove Entrust, per the Minute Entry of the same date.

On July 2, 2019, Elaine Ryan, attorney on behalf of Amethyst Gardens, filed with the Court an Application for Entry of Order for Production of Accountings of Conservatorship Estate Income and Resources and Records Related to Applications for Public Assistance Benefits. Amethyst Gardens stated, pertinently, "From and after July 31, 2018, no EFS [Entrust] representative was present for care assessment meetings, visited Ms. Kulikov, or responded to communications from Amethyst concerning Ms. Kulikov's medical needs and billing issues." Amethyst Gardens noted that the facility reported Entrust's "effective abandonment of Ms. Kulikov to Adult Protective Services and the Ombudsman and filed a complaint with the Supreme Court of Arizona."

Amethyst Gardens added that Entrust informed Amethyst that it applied for ALTCS benefits for Kulikov on or before September 6, 2016¹⁵ and thereafter "completely ceased communications with Amethyst until April 2019," when Crystal Littlejohn began assisting Kulikov. Amethyst Gardens noted that Entrust submitted another ALTCS application on March 20, 2019, which was denied because ALTCS determined that Kulikov was not medically needy. Entrust did not inform Amethyst Gardens of the status of any of Kulikov's ALTCS applications and its issues when Entrust filed its Status Report with the Court on May 10, 2019. Entrust appealed ALTCS' denial of the March 20, 2019, application and a hearing has been set to consider the denial based on medical needs. On September 9, 2019, per the Minute Entry, the Court approved Amethyst's Gardens' application for production of records.

GAL Worth expressed his frustration with Price's lack of cooperation in his filing with the Court. On February 3, 2020, GAL Worth, filed with the Court a Motion to Set Status Hearing with the Court wherein he stated:

"For more than two months, I've been asking the guardian for a report on how she is managing Ms. Kulikov's care...To date, I have no response. Although a visit to Ms. Kulikov last August found her happy, well-placed, and well-provided for without any concerns, the guardian should be in a position to report on her ongoing care. The refusal to respond to the statutory representative in [sic] a matter of concern. A status hearing is needed to sort this out."

On February 14, 2020, Ferris, on behalf of Entrust, filed with the Court a Verified Petition For Substitution of Successor Guardian and Termination of Conservator. Ferris indicated, pertinently, "Due to the closing of its business operations and pursuant to A.R.S. § 14-5307, EFS requests that the Court substitute in and appoint a Successor Guardian." On June 3, 2020, the Court approved Entrust's Petition including the substitution of guardianship and

¹⁵ This was the date as it appeared in the court document and may have been erroneously entered. Entrust records demonstrated that it applied for ALTCS benefits for Kulikov on or about September 20, 2018.

appointed Kulikov's daughter as Successor Guardian, per the Minute Entry and Order of the same date.

The review of court records in PB2013-001924 show similar underlying concerns that Price and Entrust ignored various professionals, including the Superior Court Probate Investigator, GAL, Amethyst Gardens, Kulikov's court-appointed attorney, and the Ombudsmen, respective efforts to contact her and her office, that Price and Entrust failed to communicate or cooperate with them, and that Price and Entrust appeared to have abandoned her responsibilities to her ward, Kulikov.

B. Ellis: Complaint Nos. 19-0015/19-0016

Price and Entrust's pattern of disregarding and failing to communicate, timely communicate or cooperate with other professionals is also noted in Probate Cause Number, PB2014-051543, involving ward/protected person, Ellis.¹⁶

On September 4, 2014, Entrust was appointed as Conservator for Ellis, per Letters issued. On June 24, 2015, Entrust was appointed as Guardian with Limited Powers for Ellis, per Letters issued.

i) Untimely and Lack of Communication with Rolling Hills Place/Rolling Hills Manor

By way of background, Ellis was domiciled in Arizona when Entrust was appointed as guardian and conservator for Ellis. She subsequently relocated to Zion, Illinois and was placed into Rolling Hills Place.

Rolling Hills Campus is comprised of Rolling Hills Place, an assisted living facility, and Rolling Hills Manor, a skilled nursing facility. Ellis was admitted to Rolling Hills Place in January 2018. Due to declination in health, Ellis required a higher level of care and was transferred to Rolling Hills Manor for skilled nursing care in January 2020.

Regarding Rolling Hills Place, Entrust records show that on March 3, 2019, Price sent an email reply Rolling Hills Place's Jennifer White/Sim ("White") and copied LifeCare Innovations¹⁷ Care Manager, Katy Hoff ("Hoff"). Price wrote, "I apologize for the lack of response from my office" regarding Ellis' case. Price said she thought Thomas had been keeping them updated but "I find now that was not the case." Price said she began having problems with Chase Bank a few months earlier involving another of Entrust's cases in Phoenix and Ellis' bank account was closed unexpectedly by Chase Bank. Price said she was trying to get Ellis' income rerouted to a new account. In her email, Price committed to continue sending in payments as the "deposits hit" to try to get her account caught up.

¹⁶ Martha Ellis passed away on or about November 5, 2020.

¹⁷ Lifecare Innovations was retained by Price/Entrust to provide care management services to Ellis.

Price said she would keep them updated and inform them once the issues were fully resolved.

It was not clear what communication(s) Price was responding to regarding Price's lack of response, per the March 8, 2019, email reply to White and Hoff. Division staff had asked Price and Entrust to provide the Division with her record of communication with Rolling Hills Place, but the records furnished to the Division did not include any documentation corresponding to Price's March 8, 2019, reply described above.

Entrust records demonstrate that on March 15, 2019, Rolling Hills Place, Resident Care Supervisor, Connie Ryherd ("Ryherd"), emailed Price informing that the facility ordered a certain medication for Ellis from Walgreens on March 12, 2019, but Walgreens was unable to make delivery to Rolling Hills Place on March 14, 2019, "due to no payment source." Ryherd told Price that Ellis only has enough of this medication through March 18, 2019, and that Walgreens only makes deliveries on Thursdays. Ryherd informed Price that Ellis was also in need of a certain over the counter medication and requested that Price contact Walgreens to "set up a payment method for this current and future orders." Ryherd further requested that Price inform Rolling Hills Place how delivery will be made for the prescription medication as well as the over-the-counter medication. Ryherd provided Walgreen's contact telephone number.

Price did not timely respond to Ryherd. On March 19, 2019, Ryherd followed up with another email to Price wherein Ryherd wrote that Rolling Hills Place did not receive Ellis' prescription medication and over the counter medication which was ordered on March 12, 2019, and that Ellis "will miss her first dose" of a certain medication tonight, March 19, 2019. Ryherd said Ellis was also out of the over-the-counter medication which she takes on an "as needed" basis but takes frequently. Ryherd further wrote that she ordered from Walgreens today certain medications and requested that Price inform her of the delivery status of Ellis' medications.

On March 20, 2019, Price responded to Ryherd's concerns. In her email, Price apologized and said, "I thought I reached out to you about this Friday." She said Ellis' True Link card has been successfully linked to her new bank account and the card is funded so there should not be any issues with Walgreens charging for the medication.

Despite Ryherd's email of March 15, 2019, which cited concerns that Ellis was going to run out of her prescription medication and frequently used over counter medications, and follow up email of March 19, 2019, indicating that Ellis "will miss her first dose" of a certain medication "tonight, March 19, 2019," Price did not respond to Ryherd until March 20, 2019.

ii) Review of Court Records Involving PB 2014-051543 (Ellis) About Failure of Payments and Communication with Rolling Hills

On February 26, 2021, Lindsay Weber of law firm, Polsinelli, PC, counsel for Rolling Hills Manor filed with the Court a Notice of Appearance and a Preliminary Objection Re: Accounting. Rolling Hills Manor noted that Entrust failed to pay the outstanding balance of \$46,336.98 for services and housing the facility provided to Ellis from November 2019 to November 5, 2020, and failed to communicate with the facility about the same.

Rolling Hills Manor explained that additional information was sought from Entrust's counsel, per correspondence of February 23, 2021, and February 25, 2021, but to date, no additional information was provided. Rolling Hills Manor said it appears that the conservatorship possesses or possessed \$183,000.00 and the Accounting appears to seek approval and payment of professional fees in the amount of \$8,412.68.

Entrust, by and through counsel, on July 23, 2021, filed with the Court a Response of Entrust Fiduciary Services, Inc., to Preliminary Objection Re: Accounting filed by Rolling Hills Manor and noted that there was a small balance in a checking account, which was paid to Rolling Hills Manor. Entrust said in the October 25, 2019, Application, it also advised Rolling Hills Manor that the only other asset of Ellis' was an interest in Wisconsin real property that was "subject to litigation...Not an asset currently available for use or liquidation."

Entrust stated that in an October 2, 2019, email to Jennifer Sims, Price advised of Ellis' monthly income and income sources; existence of real property in Wisconsin and obstacles present in liquidating it to cash to be applied to conservatorship expenses, including payments to Rolling Hills Manor; that all of Ellis' available monthly income was being applied to cover medical expenses; that Price sought the assistance of an Illinois Ombudsman regarding an alternative placement within Ellis' income parameters; that Ellis' income level is too low to finance her placement, but too high to qualify for assistance such as Medicaid; that the Ombudsman stated that Illinois does not recognize the use of a Miller Trust to shield income over the Medicaid limit to allow Ellis to qualify for Medicaid benefits; that such matters were discussed at length over the prior year with staff at LifeCare Innovations, as well as the Illinois Ombudsman.

Entrust further stated that it fully and properly disclosed Ellis' Conservatorship final status both at the time of initial placement in the assisted living section and when moved to the skilled nursing section adding that at no time did Rolling Hills Manor formally waive their right to seek eviction of Ellis for non-payment and at no time did the facility exercise its right to evict Ellis. Not long after Ellis was placed in Rolling Hills Place in 2018, there were concerns about whether the facility could accommodate Ellis' changing condition and the resulting changes in her necessary care.

Entrust said it was reiterated to Rolling Hills that all of Ellis' monthly income was being applied to priority medical payments and that Entrust endeavored to research other potential placement options, and tours and assessment but the cost for each facility exceeded Ellis' monthly income. Entrust said it fully informed White of the status and of the efforts to find different placement and, in response, White agreed that Ellis should continue her placement at Rolling Hills even though her level of care was increased during this period. Entrust said Rolling Hills Manor was informed of Ellis' financial circumstances and agreed to continue to provide Ellis' care, despite her financial circumstances. Payments were made to Rolling Hills Manor between May 1, 2019, and August 1, 2019, totaling \$51,000.00 representing residency costs for December 2018 through July 2019.

Rolling Hills Manor responded. On August 4, 2021, Rolling Hills Manor, by and through counsel, filed with the Court Rolling Hills' Reply in Support of Its Preliminary Objection Re: Accounting. The facility wrote that since December 2018, Price failed to make consistent payment of charges billed to Ellis' account despite the monthly invoices. As early as September 2019, Rolling Hills staff informed Price of Ellis' declining health and need for a higher level of care greater than Rolling Hills Place could provide, correspondence dated September 30, 2019, to October 2, 2019." The facility informed Price of the potential for a transition to a skilled nursing level of care and availability of bed in Rolling Hills Manor.

According to Rolling Hills Manor, Price responded with concerns about Ellis' ability to obtain Medicaid benefits, informed the facility of Ellis' monthly income, and notified the facility of real estate owned by Ellis that was subject to "an order from the courts in Arizona to allow us to seek recover of the home." Rolling Hills Manor said that Price did not inform the facility of any plans for an alternative placement, nor of any refusal to pay for any services at the assisted living or skilled nursing levels of care.

Rolling Hills Manor said that on October 23, 2019, after hearing no further communication from Price on definitive plans to transfer Ellis to a more appropriate level of care, Rolling Hills Manor contacted Price once more to request an update. Rolling Hills Manor wrote that on October 25, 2019, Price submitted the application for Ellis' placement at Rolling Hills Manor for skilled nursing care. The application itemized monthly income source. Rolling Hills Manor also stated that on January 8, 2020, due to Ellis' care needs and "failure" of Price to secure alternate placement, Rolling Hills Place transferred Ellis to Rolling Hills Manor so she could receive necessary skilled nursing care. As required for all residents, Rolling Hills Manor provided a Contract between Resident and Rolling Hills Manor "Residency Agreement," to Price to be executed on behalf of Ellis.

Price made a payment of \$7,500.00 to Rolling Hills Manor on January 22, 2020 and the payment was credited to Ellis' outstanding balance that accrued at Rolling Hills Place, assisted living level of care. Rolling Hills Manor said that no subsequent payments were

made toward Ellis' assisted living account and credited Ellis' security deposit against the outstanding balance.

Rolling Hills Manor wrote that despite the issuance of monthly invoices to Price for all charges incurred by Ellis while a resident at Rolling Hills Manor, skilled nursing, Price failed to make payments to keep Ellis' account current. The facility added that Price made one partial payment on the account during the entirety of Ellis' stay at the skilled nursing facility. During this period, Price was "unresponsive to nearly all communication" from Rolling Hills Manor regarding the execution of the Residency Agreement, Ellis' care, and payment of charges properly billed.

Rolling Hills Manor said that on June 29, 2020, Price provided to Rolling Hills Manor the Residency Agreement which Price executed as Resident Representative and Responsible Party and dated January 8, 2020. The Residency Agreement set out the terms of Ellis' residency at Rolling Hills Manor including services provided and expectations of payment of same.

Rolling Hills Manor further stated that Price never applied for Medicaid on behalf of Ellis and the Residency Agreement requires Price to direct all income to Rolling Hills Manor. Price never arranged for Ellis' income to be sent directly to Rolling Hills Manor and never made regular payment of monthly income to the facility. The Residency Agreement confirms that Ellis is considered a "Private Pay Resident" until she was approved for benefits under Medicare or Medicaid and her care was deemed covered.

On September 27, 2021, Rolling Hills Manor, by and through counsel, filed with the Court a Withdrawal of Preliminary Objection Re: Accounting, wherein the facility stated that it engaged in mediation regarding the preliminary objection on September 22, 2021, and reached a written settlement agreement that resolves the object.

iii) Interview with Christine Hill

The Division interviewed Christine Hill ("Hill"), Executive Director of Rolling Hills Campus, and attorney, Matthew Kelly ("Kelly"), of Polsinelli, PC, counsel for Rolling Hills Place/Manor.

Hill told the Division that Ellis moved into Rolling Hills Place (assisted living), on January 10, 2018. Due to a decline in her medical condition, Ellis transferred to skilled nursing services at Rolling Hills Manor in January 2020. Hill said that Price stopped paying for the room and board charges in November 2019, after making a partial payment in November, apparently because Ellis did not have money to continue to pay and her monthly pensions and benefits had stopped. Hill said, "in all our attempts to get further clarification from Ms. Price, we were getting no response." The facility called and emailed Price, but Price did not respond.

Kelly added that his office issued correspondence to Price informing her of the unpaid balance, her lack of payment, and Ellis' involuntary discharge from Rolling Hills Manor for non-payment "but again, lack of response" even with the threat of involuntary discharge.

The Division notes that despite the involuntary discharge issued to Ellis by Rolling Hills Manor, Ellis was not removed from the facility.

Kelly told the Division that Price sent an email to Rolling Hills Place on October 2, 2019, wherein she informed the facility as to what income was available, and what assets Ellis had including real property in Wisconsin which may have had undue influence in divesting herself of the property. Kelly said the gist of Price's email was that Ellis' income was not enough to cover her bills.

Hill said Rolling Hills Place has had residents for several years, but it is not licensed for Medicaid so residents could be transferred to Rolling Hills Manor because it is a Medicaid certified facility. Prior to Hill becoming the Executive Director of Rolling Hills Manor, she was the Director of Finance at the facility and had been doing Medicaid applications for a long time. She said she would have helped Price file for Medicaid for Ellis "if that was what was needed," but at that point the communications with Price were "not occurring." Kelly added that Rolling Hills Manor filed the preliminary objection to the conservator's accounting with the Arizona Court because the facility "had run out of ways" to deal with the matter themselves so they wanted to bring it to the attention of the probate court.

Hill told Division staff the facility emailed Price with the monthly invoices as well as sending the invoices to Price via U.S. postal service. The facility also sent emails to Price communicating to her as to how to go about filing for Medicaid for Ellis and requesting certain documentation from Price if the facility was to assist in the process. Hill said that there were "delivery and read receipts but did not get anything back." Hill added that the difficulties reaching Price occurred around November 2019 after Price stopped making payments to the facility.

According to Hill, when Rolling Hills Place needed to transfer Ellis into a higher level of care, skilled nursing, Price "was not responding at that time either regarding her [Ellis] health aspects and [Rolling Hills] took it upon [themselves] to transfer [Ellis] without the consent because that was what was medically necessary for Martha's [Ellis] care." Prior to November 2019, Hill said there were prior communications with Price regarding "assisted living packages" that Ellis needed prior to the need to transfer Ellis to the skilled nursing facility. Hill said, in their experience, if doctors indicate that a resident requires a higher level of care, it is something that the facility needs to discuss with the "power of attorney."

Asked if Price needed to provide consent to the transfer to a higher level of care, Hills said the facility may not necessarily need to have the consent of the power of attorney to transfer a resident "but we want to notify them of the situation." Kelly stated that per the facility's filings with the Court, Rolling Hills Manor requires an application for residency in the new facility and those were provided to Price. Hill said because Rolling Hills Place/Rolling Hills Manor provide two separate operations, there was an initial application signed with Rolling Hills Place for the rental of the apartment. When Ellis was transferred to Rolling Hills Manor, "we have to have a contract for the nursing home side" under the Rolling Hills Manor name. This contract was supplied to Price in January 2020, "and Ms. Price finally returned it to us in June of 2020."

Hill said Rolling Hills Manor believed that Medicaid would be filed when Ellis was transferred into Rolling Hills Manor because Medicaid covered the room and board costs, but real property in Wisconsin would need to be dealt with. Hill said to qualify for Medicaid in Illinois and be in a nursing facility, a resident's total assets would need to be \$2,000.00. Hill said Rolling Hills Manor assumed that Price was working out the details regarding the sale of the property "that's why we hung in there with her...we assumed that we would be hearing and that communication..." Hill said, eventually, the facility sought legal counsel. Hill stated that Price did not communicate to Rolling Hills Manor any plan involving the sale of property and/or any application for Medicaid, but Hill would have helped Price "work through it."

The Division notes that on July 23, 2021, Entrust, by and through counsel, filed with the Court the Response of Entrust Fiduciary Services, Inc., to Preliminary Objection Re: Accounting filed by Rolling Hills Manor, wherein Entrust stated that on October 25, 2019, Price notified Rolling Hills Manor that Ellis' interest in the Wisconsin real property was "subject to litigation....Not an asset currently available for use or liquidation."

Kelly told the Division that in Price's October 2, 2019, email to the facility, which was included in Rolling Hills Manor's filings with the Court, there was a representation that the fiduciary was going to pursue the Wisconsin property.

Although Hill may have assumed that Price and Entrust were actively working to resolve Ellis's interest in the Wisconsin real property, it was Price's lack of communication with Rolling Hills Manor regarding Ellis' financial situation and ongoing status, and when Rolling Hills Manor could expect to be paid and/or when Price would apply for Medicaid for Ellis that was problematic for Rolling Hills Manor.

The Division asked Hill if Price was available to provide consent for treatment or other decision-making on behalf of her ward, if required. Hill said she did not specifically know. During the interview, Hill accessed some of the nursing chart information available and said that facility nurses called Price and left messages, but Price did not call back. For example, regarding quarterly care planning conferences, Rolling Hills Manor first sends

out "postcards" notifying of any upcoming case planning conference. Hill said on April 24, 2020, one of the nurses at Rolling Hills Manor charted that there was a call to Price and left a voice message for her. There was no record of a call back from Price. On July 24, 2020, a care planning conference was held, and the nurse called Price and left a message but there was no call back from Price. Hill said Price was the only contact the facility had on file for Ellis.

Hill was not aware of any problems or delays with Ellis receiving prescription medications. She said Price set up Ellis' medication with Walgreens so that Rolling Hills Place could call the pharmacy and have the medications renewed. Hill said Walgreens would charge the card and the facility nurse would pick up the medication.

Regarding the involuntary discharge issued to Ellis for failure to pay room and board charges, Kelly said the situation did not get that far. The facility issued an involuntary discharge notice letter to Price in April 2020. Kelly's office sent Price a final demand letter informing Price that Ellis' account was past due, the amount of the outstanding balance, and final demand for payment, but Price did not respond. There was an executive order in Illinois that prevented anyone in assisted living facilities to be evicted, especially during the COVID-19 pandemic. He said the term "eviction" is a colloquial term because residents of assisted living facilities do not go through the same process used in eviction and residency law.

Kelly said there was no communication from Price until she returned the Residency Agreement to Rolling Hills Manor in June 2020. Asked if Price provided a reason it took six months, from January 2020 when Rolling Hills Manor sent her the residency contract, to June 2020 when Price submitted the executed Residency Agreement, Kelly said Price indicated that she went through old emails and noticed that she had not sent the contract because it ended up in her draft folder. He said Price backdated the Residency Agreement to January 2020.

During the Second Interview, Price was asked about her communication with Rolling Hills Manor after October 2, 2019, despite the facility's efforts to contact her. Price acknowledged that she did not have any contact with Rolling Hills Manor after October 2, 2019. Asked about two calls from and messages left by facility nurses on April 24, 2020, and July 24, 2020, involving Ellis' care plan meetings, Price said she was unaware that nurses were calling her about care plans. Price's statement is inconsistent with the information provided by Hill based on the nurses' charting records Hill accessed during the interview with the Division.

iv) Failure to Timely Respond to the Illinois Ombudsman

Price did not timely respond to the Illinois Ombudsman's Office involving Ellis.

On May 10, 2019, Desiree Mathews-Plonowski ("Mathews-Plonowski"), Paralegal at the Legal Assistance Foundation, Long Term Care Ombudsman, emailed Price informing her that the Ombudsman's Office advocates for the rights of people who live in long-term care facilities such as Rolling Hills. Mathews-Plonowski noted that her office does not work for the facility but was contacting Price via email because the telephone number listed for Price and Entrust had a message that said it was out of service. This was consistent with other professionals reporting issues with contacting Price because of the phone being disconnected.

In her email to Price, Mathews-Plonowski wrote that she met with Ellis who was issued a notice of involuntary residency termination. Mathews-Plonowski explained that her role was to make sure that Ellis and/or her representative know their rights regarding these notices. Mathews-Plonowski said Price had the right to appeal the notice if she wanted to contest it, but the appeal form must be sent within 10 days of Price receiving the notice from Rolling Hills. The form was submitted to the Department of Public Health as directed on the notice and was included in the involuntary residency termination notice.

Mathews-Plonowski stated that attached items included a brochure about the Ombudsman Program along with a copy of the Notice of Involuntary Residency Termination and the facility contract that the Ombudsman program received from Rolling Hills. She asked that Price contact her if she had any questions or to share any plans Price may have to address the involuntary residency termination notice. Mathews-Plonowski also stated that she was aware that the facility recently received a payment of \$17,000.00.

Price did not reply to Mathews-Plonowski's May 10, 2019, email until June 11, 2019, approximately one month later. In her June 11, 2019, email to Mathews-Plonowski, Price said, "I apologize for my failure to respond" and said she is working with Rolling Hills to get her account current. Price explained that Ellis' income was enough to cover all her costs at Rolling Hills but due to increased costs and higher care needs she does not currently have enough income to afford the facility. Price indicated that she would be open to discussing options involving qualifying Ellis for additional services or to locate a placement that is within her income threshold.

Price's failure to timely respond to Mathews-Plonowski is another example of the fiduciary's unprofessional conduct. The Illinois Ombudsman's Office, on behalf of the ward, reached out to Price and was willing to assist Price in resolving the involuntary discharge notice/eviction notice issued by Rolling Hills Manor for failure to pay the room and board charges and to help Price to find resources or an appropriate placement for Ellis because the ward could no longer afford to stay at Rolling Hills Manor unless Ellis was approved for Medicaid.

Price appears to have missed the 10-day period to appeal the facility's involuntary discharge, as stated by Mathews-Plonowski in her May 10, 2019, email to Price. This

suggests that Ellis was in an emergency or high priority situation. If not for a government executive order preventing anyone in assisted living facilities to be evicted during the COVID 19 pandemic, Ellis could have been at risk of discharge from the facility. Price should have timely contacted Mathews-Plonowski.

The Division had requested additional information and records from Price and Entrust that demonstrated how Entrust resolved the Notice of Involuntary Residency Termination issued to Ellis and for Price and Entrust to confirm the outcome of the residency termination. Pertinent to this issue, Ferris, for Price and Entrust, stated:

Ms. Price does not have any direct documentation of how the Notice of Involuntary Residency Termination was handled. Ms. Ellis was never evicted and was moved, with the facility's permission to the memory care department within Rolling Hills.

Rolling Hills received payments between May 1, 2019, and August 1, 2019, in the total amount of \$51,000.00. This resolved the issue related to the eviction.

v) Failure to Communicate with Katy Hoff of LifeCare Innovations

Entrust retained LifeCare Innovations to provide case management services to Ellis. Entrust's records show that Hoff, of LifeCare Innovations, sent two emails to Price and Thomas but the fiduciary did not respond to the two emails.

On February 7, 2019, Hoff emailed Price and Thomas indicating that various family members had visited with Ellis and the nieces had several inquiries and requests. Hoff requested that Price or Thomas call or email her regarding five identified items, including the purchase of articles of clothing, denture cleaner, tissues, and some food items. There were also financial matters involving a True Link card and budget for family members during outings with Ellis and queries about current prepaid funeral arrangements and will.

On February 12, 2019, marked as "High" importance, Hoff emailed Price and Thomas informing them that LifeCare Innovations was contacted by Rolling Hills that same day because Ellis' medications had not been delivered as ordered. Hoff said there were three medications that were ordered the week before, and an additional three medications ordered in the current week. The card Walgreens had on file was for Ellis' True Link Card that has a zero balance. Walgreens would not take payment via telephone and payment must be processed in-person in order to pick up the medications.

Hoff, in bold text, warned Price and Thomas that Ellis would run out of her medication that week so the medication must be dropped off by Thursday, February 14, 2019. Hoff went on to say, in bold text, that unless she heard an alternative direction from Price/Thomas by the next morning, another individual would go to Walgreens to pick up Ellis' medication and drop them off. Hoff continued that they would be running into this situation every

month until they could provide Walgreens with an updated True Link Card for routing process medication refills. Hoff asked Price and/or Thomas to let her know as soon as possible when Ellis' new card may be delivered so they could help set up payment with Walgreens moving forward.

There was no record demonstrating that Price and Entrust responded to the February 7, 2019, and February 12, 2019, emails from Hoff.

Entrust's billing records show that on February 7, 2019, Price billed for time involving "Receipt and review of case management visit summary from LifeCare innovations." On February 12, 2019, Price billed for time involving "Receipt and review of email from LifeCare innovations regarding medication orders."

Entrust records show that Rolling Hills Place sent an email to Price and Thomas on February 13, 2019, about the need to refill Ellis' medications and that the pharmacy required a credit card set up for Ellis' account. Thomas replied on February 15, 2019, indicating that Thomas had called the pharmacy the day before and that Ellis was set up. However, subsequent emails in March 2019, noted that there was an ongoing problem with delivery of medications to Ellis due to payment source issues.

The Division requested from Price and Entrust all paper or electronic records of communication, including but not limited to letters, emails, voicemails or telephonic recordings with Hoff in reference to Hoff's February 7, 2019, and February 12, 2019, emails to Price. On July 16, 2021, Price's attorney, Ferris, provided various records and information. Germaine to Price's response to Hoff's two emails, Ferris stated the following:

"Neither Ms. Price, nor any member of her staff responded to either of Ms. Hoff's February 7th, or 12th emails."

v) Failure to Communicate with Dr. William Selmer's Office

Dr. Selmer was the complainant on Complaint Nos. 19-0015/19-0016 wherein he said that mobile dental services were performed on Ellis on December 7, 2018. In April 2019, Dr. Selmer's office was informed that Price had taken over as fiduciary for Ellis from another fiduciary and that invoices should be forwarded to Price. Dr. Selmer sent the invoice to Price and Entrust on April 1, 2019. Price responded on April 10, 2019, stating that payment would be sent to Dr. Selmer's office after Ellis' accounts were "put in order."

Dr. Selmer said an email requesting an update was sent to Price on May 7, 2019, along with a payment request. Dr. Selmer's office informed Price that Ellis' account would be subject to late fees which he said his office was trying to avoid. He gave Price a 14-day deadline to May 21, 2019, for Price and Entrust to pay the outstanding invoice but received

no response from Price. By May 21, 2019, Ellis' outstanding balance was over 120 days old and now subject to late fees. After receiving no response from Price, Dr. Selmer was concerned and did not believe that Price's behavior represented the best interest of her ward, prompting the complaint.

Price and Entrust submitted a written response to Complaint Nos. 19-0015/19-0016. In the response, Price explained, pertinently, that there was an error in Ellis' banking account caused by Chase Bank. In January 2019, Chase Bank erroneously and, without direction from Price, abruptly closed Ellis' account. Price said the issue took some time to sort out and she eventually opened new accounts for Ellis at Pinnacle Bank. Price said it took time to have all of Ellis' pensions direct deposited to the new bank accounts.

Price said on June 11, 2019, Entrust paid the dental bill prior to receiving Dr. Selmer's complaint on June 20, 2019.¹⁸ Price said Entrust failed to respond to Dr. Selmer's bill collection inquiries because the payment for all of Ellis' bills "were in process and due to be paid within the next month." Price added that there was no information Entrust believed it could provide to Dr. Selmer's office at that time. Price said Entrust believed that it had a duty and obligation to prioritize its efforts in serving its other clients on an immediate needs basis which she said Entrust was doing during this period of inquiry.

Price included, with the written response to the complaint, a copy of Check No. 2107, dated June 11, 2019, in the amount of \$301.00, payable to Total Comfort Mobile Dental Care.

Division staff interviewed Dr. Selmer. He told Division staff he eventually got paid for the dental services rendered. He could not specifically recall but believed Price paid the outstanding balance either before or just after he submitted his complaint with the Division. Dr. Selmer said he reached out to Price but would not hear back. He recalled that she sent him an email explaining that she had problems with Ellis's bank accounts. Dr. Selmer was concerned about whether Price was taking care of Ellis and so he filed the complaint.

Entrust records demonstrate that on April 1, 2019, Dr. Selmer emailed Price stating that his office was informed by LifeCare Innovations that they were no longer handling Ellis' affairs. Dr. Selmer said he had an outstanding invoice for dental services provided and would like to submit for payment, and asked Price to inform as to the best way to proceed.

On April 5, 2019, Dr. Selmer sent a follow up email to Price asking if she reviewed his previous email concerning Ellis' outstanding invoice and to call his office should Price have any questions about the invoice.

¹⁸ Dr. Selmer's Complaint Nos. 19-0015/10-0016, were dated May 21, 2019. The Division sent the Complaint Nos. to Price and Entrust on or about June 20, 2019.

On April 10, 2019, Price replied to Dr. Selmer's invoice apologizing and reported that she had "some issues" with Ellis' bank account and have been working to get her income sources re-routed to her new account. Price wrote that Ellis has large sums coming in from three different pension sources and Price expected those funds to "hit any day." Price said as soon as she receives the funds, "I will get a check out to you for your services." Price thanked Dr. Selmer for his understanding and patience.

After the April 10, 2019, email response from Price to Dr. Selmer, there was no record of communication from Price to Dr. Selmer's office even though he sent a follow up email to Price on May 7, 2019, inquiring about payment of the invoice and informing Price that the account was 120 days old and would be submit to late fees.

In the written response to the complaint, Price acknowledged that she did not respond to Dr. Selmer's bill collection inquiries apparently because payment of Ellis' bills was, "in process and due to be paid within the next month." Price said she believed that there was "no information" that Entrust could provide to Dr. Selmer's office at the time of his follow up inquiry.

However, Price's April 10, 2019, email to Dr. Selmer informed him that Ellis' funds were expected to "hit any day" and that Price would issue payment to Dr. Selmer upon receipt of the funds. Approximately one month later, Dr. Selmer followed up with another email to Price because the bill had not been paid and he received no further communication from Price. On June 11, 2019, Entrust finally issued the payment.

Price may have encountered a banking problem that needed to be sorted out with Chase Bank. Price established a new bank account at Pinnacle Bank and she needed to arrange to have Ellis' income/pensions transferred to the new account.

Dr. Selmer followed up with Price one month later, but Price avoided further communicating with Dr. Selmer rather than providing a status on the outstanding payment. On April 10, 2019 Price told Dr. Selmer that she expected the funds to "hit any day." Price's lack of communication with Dr. Selmer caused him to question whether Price was acting in the ward's best interest, and he filed a complaint with the Division.

As Conservator, Entrust had the responsibility of ensuring that all costs incurred by the estate were necessary and would benefit the protected person or estate. The mobile dental bill was relatively small (\$301.00), but a brief email response to Dr. Selmer's billing inquiry providing an update as to when the dentist's office could expect to be paid for services rendered in December 2018 would be appropriate and may have averted the actions subsequently taken by Dr. Selmer.

vii) Failure to Timely Communicate with Pinnacle Bank

In her response to Complaint Nos. 19-0015/19-0016, Price stated, in part, that there was an issue with Ellis' previous bank account at Chase Bank which "caused a significant delay in payment" on many of Ellis' expenses. Price described "a major cause" for delay in payments was caused in January 2019 when Chase Bank, without any direction from Price or notice to Price, abruptly closed Ellis' account, apparently there was confusion involving one of Entrust's other wards.

Price described a process which took approximately three months to sort out. She said due to Chase Bank closing Ellis' account, Entrust opened a new bank account at Pinnacle Bank and worked to have Ellis' five different pensions redirected for deposit into the new account. Price said it took "quite some time to get all of the direct deposits redirected to the new account."

Setting up a new account for Ellis and arranging for pensions and benefits to be directed into a new account at Pinnacle Bank would have taken Price some time to sort out. However, Price's lack of diligence is demonstrated by failure to timely respond to Pinnacle Bank representative, Grasiela Yanez ("Yanez"), who was involved in setting up the bank account at Pinnacle Bank.

Entrust records show that on January 4, 2019, Price emailed Yanez regarding a new account for Ellis. Price attached Letters of Limited Guardian and Letters of Conservator.

On January 16, 2019, Yanez emailed Price indicating that Yanez might have inadvertently missed scanning the third page of the signature card. Yanez wrote, "Could you please sign the attached documents in the highlighted areas and forward them to me along with the other account documents?"

On January 24, 2019, eight days later, Price replied to Yanez and attached the executed signature card. Price informed Yanez that Ellis will end up having four to five direct deposits monthly once everything is switched over.

On January 28, 2019, Yanez emailed Price informing, in part, that the account had been uploaded and funded but upon review of the documents it appeared that Price's signature was missing in one area. Yanez wrote, "Could you please sign the highlighted area and email back to me?"

Price did not timely respond to Yanez's January 28, 2019, email and request.

Yanez continued to email Price alerting her to missing signatures, asking her to sign and return the required documents, and that immediate attention to the matter was required, on the following dates: February 4, 2019, February 12, 2019, and February 25, 2019.

It was not until February 27, 2019, approximately one month after Yanez first emailed Price on January 28, 2019, seeking Price's attention and signature on the document that Price replied. In her email to Yanez, Price wrote, in part, "So sorry about that!! I have been out of the office dealing with clients for the last few days. Here you go!"

C. Vasquez: Complaint Nos. 19-0013/19-0014

Price's and Entrust's lack of diligence was a contributing factor in her ward, Vasquez not timely receiving a May 2019 periodic payment.

Vasquez was brought to the Division's attention on May 30, 2019, when his attorney, Walsma, contacted the Division to inquire about Price and obtain a current contact number for her. Walsma had received a call from Vasquez indicating that he had not received his May check. When Vasquez called Entrust to inquire, at the only number he had for his conservator, he learned that the telephone had been disconnected.

During the First Interview and Second Interview, Price told Division staff that the delay in Vasquez receiving his May 2019 check was caused by her mailing the check out to him a few days later than normal. Price had arranged for the Charles Schwab firm ("Schwab") to send the checks directly to Vasquez instead of sending the checks to Entrust. Price said when she submitted the paperwork to Schwab, the firm had already processed the May check and sent it to Entrust instead of Vasquez.

Price's representation involving the circumstances of the delay appear to be factually accurate. However, the facts suggest that Price's lack of attention and diligence contributed to the resultant delay and to Vasquez incurring attorney's fees.

During the First Interview, Price told Division staff that Entrust established a postal mailbox closest to Thomas' residence because she was responsible for picking up and processing Entrust's mail. After Thomas left Entrust in the first week of March 2019, after which Price took over picking up and processing the mail. Price also said she started picking up Entrust's mail in February 2019. Price said she made weekly mail runs to retrieve the mail because the existing postal mailbox was an hour from her office. At the time of the First Interview, Price said she was in the process of establishing a postal mailbox closer to her office but had not yet done so.

Thomas left Entrust in the first week of March 2019, and by June 18, 2019, more than three months later, Price had not set up a mailbox closer to her office. By not doing so, Price ensured that she would continue to drive more than one hour from her office to the mailbox to retrieve Entrust's mail which was the reason she made only weekly mail runs to retrieve Entrust's mail.

During the Second Interview, Price said that the postal box was about 1.5 hours from her office. Price terminated the postal mailbox around August 2019 and instead started using a 51st Avenue Glendale office address as Entrust's mailing address.

Regarding the change of check address to Schwab, Price said her office submitted the change of address paperwork but Schwab had already processed the May check so it first went to Entrust instead of Vasquez but she mailed the check to Vasquez "within a few days of when it was normally mailed."

United States Postal Service tracking records show that Entrust mailed an item from Phoenix to Vasquez in Yuma, AZ on June 4, 2019.¹⁹

Entrust's records demonstrate that on June 7, 2019, Price emailed Walsma about Vasquez's missing check. In her email, Price wrote that the change of check "didn't get processed before the check was due to go out...I didn't realize the check had been sent to us and thought the envelope was a statement."

Ultimately, the delay in Vasquez receiving the check was caused by Price's delay in picking up and processing the mail. However, Price's statement to Walsma suggests that Price had received mail from Schwab but she did not open and process the mail, incorrectly assuming that the "envelope" from Schwab was a statement and not the May check.

On April 29, 2019, Price emailed Anton Janik ("Janik") of Trident Wealth Management, LLC, informing him that Vasquez has been at a stable address and Price requested to "have his checks sent directly to him so he doesn't have to wait to receive the check forwarded from our address." Price provided Janik with Vasquez's current address.

On April 29, 2019, Janik replied to Price, stating, "Please sign and return the Check Req. [sic] form for Vasquez as your time permits and I'll fax it over to the Schwabian's so we should be good for the May 15th check." With his email, Janik attached a pdf²⁰ document form which Price was to execute and send back to him.

Price did not execute and return the Schwab Check and Journal Request Form to Janik until May 14, 2019, the day before Schwab was set to issue the check and two weeks after she received the check address request document from Janik. In the change address request document, Price checked a box noting that the periodic check distribution was to begin on May 15, 2019. See below:

¹⁹ United States Postal Service tracking number 00040899563 0285 8383 1


²⁰ Charles Schwab Check and Journal Request Form.


6. Periodic Distribution (by automatic)


Fund Account


Beginning 05/15/2019 and continuing until I instruct otherwise, distribute \$290.00 from my cash balance.

Frequency of each check: Annually Semi-annually Quarterly Monthly Monthly Last business day of each month Every two months Quarterly Semi-annually Annually

Signature:  Date: 14 May 2019

Signature:  Date: 14 May 2019

Signature:  Date: 14 May 2019

Signature:  Date: 14 May 2019

PLEASE NOTE: MONTHLY CHECKS FOR MR. VASQUEZ SHOULD NO LONGER BE SENT TO ENTRUST FINANCIAL SERVICES, F.A.


Signature of Entrust

Entrust's billing records demonstrate that historically Schwab issued a confirmation of the distribution of funds on or about the 15th of each month and issued the checks to Entrust. Entrust mailed the checks to Vasquez near the end of the month.

Entrust's May 2019 billing for Vasquez documents that Price billed for time involving processing mail on May 21, 2019, but there was no further billing for May. It appears that Price may have erroneously billed the estate twice for the same task. See below:

Mail Processing			
5/21/2019	LMP	Process mail, scan and distribute in compliance with ACJA §7-201 (b)(3)(B) and 7-202(J)(1)(c)	0.10 \$40.00 \$4.00
5/21/2019	LMP	Process mail, scan and distribute in compliance with ACJA §7-201 (b)(3)(B) and 7-202(J)(1)(c)	0.10 \$40.00 \$4.00

The facts suggest that Price did not timely submit the change of address form to Schwab to process the change request and re-route the May check to Vasquez, and Price should or ought to have expected the May check would be sent to Entrust and not directly to Vasquez. There was no record demonstrating that after Price submitted the form to Janik, Price followed up with Janik to ensure he received and processed the change request form in time before the check was issued as scheduled, on May 15, 2019. To summarize, the delay

in Vasquez receiving his May check can be attributed to Price's lack of diligence and actions:

- 1) Price failed to timely submit the change of address form to Janik so the change of address could be timely processed prior to issuance of the May of the May check on the 15th of the month.
- 2) Price did not timely establish a postal mailbox closer to her office, stating she made only weekly mail runs because the mailbox was 1.5 hour's drive from her office.
- 3) Price had received an envelope from Schwab, which apparently contained Vasquez's check, but Price did not open and process the mail timely.

Moreover, Vasquez's estate incurred additional legal fees and fiduciary fees because he did not timely receive his May check. However, the problem stemmed from Vasquez's inability to reach Price at the only contact number he had for her because Entrust's business telephone line had been disconnected due to non-payment. If Vasquez had been able to reach Price or her office when he called to inquire about the status of the missing May check, instead of encountering a disconnected telephone line, it is unlikely that Vasquez would have reached out to his attorney for help, thereby preventing the need for some of the ensuing chain of events.

Walsma billed the Vasquez estate at least \$302.50 for her legal services rendered in May 2019. The Division only reviewed Walsma's May 2019 invoice, referenced above, and did not review Walsma's invoice for June 2019. Additionally, Price billed the estate a total of \$23.00 for receiving and reviewing an email from Walsma's office "enclosing invoice" on June 5, 2019, and for reviewing and responding to an email from Walsma on June 7, 2019.

D. More on Complaint Nos. 19-0013/19-0014

1) Delay in Addressing the Entrust Telephone Connection Issue

Price told Division staff that Entrust's business telephone line was temporarily disconnected due to non-payment of the May 2019 bill. The account was on autopay but there were insufficient funds at the time the payment was taken. Price said she did not know when the telephone had been disconnected or for how long. She said she first learned of the problem when Walsma emailed her on June 4, 2019, at which time Price resolved the problem. Price told the Division that it was only Entrust's business line that was affected, and she did not have any interruptions to her internet or email system.

Entrust records show that on June 4, 2019, Walsma notified Price of a problem with the telephone number. In her email to Price, Walsma wrote, pertinently, that Vasquez had contacted her office, "because he has not received his May check yet. He indicated that he tried to call you at the only telephone number he has to reach you and the number is disconnected. We also tried to reach you at the number on your website (disconnected) and

via the email on your website and I haven't received a response." Walsma sought a status on Vasquez's May check and a current telephone number for Price.

Price replied to Walsma on June 7, 2019, via email, wherein Price apologized and said she had a death in her family that week and said she was still catching up on emails. Price told Walsma that the check had been issued and added, "And thank you for the notification about the phone. Cox was transferring my service from one location to another and there were issues with the port, but it is now resolved and the number is fine."

Price's explanation to Walsma about the circumstances involving the disconnected telephone line is inconsistent with the explanation Price provided to the Division. Price told Walsma that Entrust's telephone line was temporarily disconnected when Cox transferred service from one location to another and that there were issues with the port. Price told Division staff that the telephone line was temporarily disconnected because she missed the May 2019 autopayment due to insufficient funds.

APS's records demonstrate that the APS investigator called Entrust and left a message for Price on June 6, 2019.

In addition, Price was notified of a problem with Entrust's telephone being out of service on May 10, 2019 by the Illinois Ombudsman's Office.

On May 10, 2019, the Illinois Ombudsman's Office emailed Price regarding ward/protected person, Ellis. In that email, the Ombudsman's office representative told Price that she was contacting Price by email because the telephone number listed for Price and Entrust, "has a message that it is out of service." [emphasis added]. It is not clear when the Illinois Ombudsman first tried calling Price and learned the number had been disconnected.

By Price's own account, her internet and email service was not interrupted. Therefore, Price should have been aware of problem with the telephone line after Illinois Ombudsman's Office's emailed Price on May 10, 2019, involving Entrust's ward, Ellis. Although it is not clear when Entrust's telephone line was first disconnected, the facts suggest it was disconnected for at least four weeks, from on or about May 10, 2019, to on or about June 6, 2019.

ii) Delay in Updating Entrust's contact information on its Website and with the Court(s)

There is no code requirement that fiduciaries must have current content on a business website. However, failure to maintain accurate and up to date information on a website has consequences. In this matter, Price's and Entrust's failure to publish Entrust's correct contact information displays Price's and Entrust's pattern of lack of diligence.

During the First Interview, Price told Division staff she updates the webpages of Entrust's website. She said it had not occurred to her that the business address published on the website was not updated. Prior to the First Interview, June 18, 2019, Price said she logged into the website and realized the contact information was not correct and she updated the content that same day. Other than the change made on the day of the first interview (June 18, 2019), Price said she had not made changes to the site's webpages since 2011.

Despite the inaccuracies in the contact information on Entrust's website, Price told Division staff that Entrust had updated its letterhead, and the Division and Courts "as required." The facts suggest that Price and Entrust did not timely notify the Division of a change in address nor did Price and Entrust timely notify the Superior Court pertinent to all probate cases for which Entrust was appointed in a fiduciary capacity.

On May 31, 2019, Division staff, Wil Castro, and Division Director, Mark Wilson, traveled to 4636 E. University Drive, Suite 275, listed on Entrust's webpage. Upon arriving at the location, Division staff observed that there was no mention of Price or Entrust in the Directory. Suite 275 was occupied by another entity named Trelevate and Trelevate ("Trelevate"), and its staff indicated that Entrust had not occupied that suite for years.

Trelevate staff told Division staff they sometimes get mail for Price addressed to her at the 4636 E. University Dr. address, but it gets forwarded. Trelevate staff referred Division staff to another individual who worked next door to Trelevate and this individual told Division staff that Price and Entrust no longer worked in the building and had not for over three years but provided no further details.

Entrust's website advertised its business address as 4636 E. University Drive, Suite 275, even though Price and Entrust had not conducted business at that address for several years. By her own account, Price did not update the contact webpage until June 18, 2019, when she told Division staff she logged in that day and made the changes.

Price told Division staff that she stopped using the 4636 E. University Drive address in 2015 or 2016. She also said that although Entrust's business website contained inaccurate contact information which included the no longer utilized business address, Entrust had updated the Superior Court of changes to the business address.

Court records demonstrate that the Court continued to send correspondence to Entrust at the outdated 4636 E. University Drive, Suite 275, address even after 2015 or 2016.

For example, in the matter related to Kulikov, under PB2013-001924, the Court Administration issued a notice of non-compliance to Entrust, filed January 30, 2019. The notice was sent to 4636 E. University Drive, Suite 275 address. Further, the Court's records show "Returned Mail Received For" Entrust on January 4, 2018, November 9, 2018, and March 13, 2019, with the 4636 E. University Drive, Suite 275 address.

In another case where Entrust was the appointed fiduciary, in the Matter of the Guardianship and Conservatorship for Steven Martin, under PB2006-002105, the Court issued a Notice of Non-Compliance to Entrust, filed on March 5, 2019 and it was mailed to 4636 E. University Drive address. Further, the Court's records show "Returned Mail Received For" Entrust on April 14, 2019. It wasn't until September 27, 2019, that Entrust, through counsel, filed with the court a Notice of Change of Address.

The Division found examples where the Court issued correspondence to Entrust in June 2018, involving PB 2014-001721 (Heavin); and in October 2018, involving PB2014-05143 (Ellis), using P.O. Box 2110 Higley, AZ rather than the 4636 E. University Drive, Suite 275, which the Court had utilized in the referenced probate cases. This suggests that Price and Entrust provided the Court an alternate address for Entrust in some cases, but not in all.

The Division notes that the P.O. Box 2110 Higley, AZ business address that was used by the Court is consistent with the postal mailbox address the Division had on file for Entrust and where the Division mailed, via Certified Mail, regulatory complaints to Price. The Division's certified mail to that address were returned unclaimed. It is the same post office box address that Amethyst Gardens used to send its correspondence, via Certified Mail, to Entrust where, according to Boal, "those came back that she [Price] never received or didn't sign for them."

It does not appear that Price and Entrust timely updated the Superior Court in all probate matters as required by Arizona Rules of Probate Procedure, Rule 10(C)(1)(c), in effect at the time, evidenced by the Court's record of returned mail for Entrust. The returned mail occurred in calendar years 2017, 2018 and 2019.

The Division did not review all probate cases for which Entrust was appointed in a fiduciary capacity.

The examples presented throughout Allegation 2 demonstrate that Price and Entrust engaged in unprofessional conduct and unacceptable fiduciary practices and demonstrated a lack of diligence and deviation from the standards of care a reasonable fiduciary would exercise in the situation.

Allegation 2 is substantiated.

Allegation 3:

Lisa Price and Entrust Fiduciary Services, Inc., failed to provide or ensure that reports and financial accounts filed with the Court were timely, complete, and accurate.

Price's and Entrust's failure to practice competently and lack of diligence is further evidenced by the fiduciary's failure to adhere to standards involving duty to the Court.

Reports to the Court include, but are not limited to, Annual Guardian Report with medical reports, Annual Conservator's Accountings, Inventory and Appraisalment, and Estate Budgets. The Division did not review all cases for which Entrust was the Court-appointed guardian, conservator, or otherwise served in a fiduciary capacity. However, the pattern of conduct is evident in the following probate cause numbers:

- 1) PB2013-001924 – Kulikov
- 2) PB2014-051543 – Ellis
- 3) PB2006-002105 – Martin
- 4) PB2012-070876 – Glaze
- 5) PB2014-001721 - Heavin

ACJA §7-202(J)(1)(a):

The fiduciary shall perform all duties and discharge all obligations in accordance with current Arizona law, federal law, administrative rules, court orders, court rules, administrative orders, and the Arizona Code of Judicial Administration.

ACJA §7-202(J)(1)(c)(2):

The fiduciary shall:

Provide or ensure that reports, notices, financial accounts, and other documents are timely, complete, accurate, understandable, in a form acceptable to the court, consistent with the requirements specified in Arizona law, court rule, and the applicable sections of the Arizona Code of Judicial Administration.

ACJA §7-202(J)(5)(k):

The fiduciary shall prepare complete, accurate and understandable accounts and inventories.

A. Failed to Timely File the Annual Report of Guardian with Medical Reports

- i) PB2013-001924 - Kulikov***

On September 20, 2013, Entrust was appointed as Temporary Guardian for Kulikov, per Letters issued. Entrust was appointed as Permanent Guardian for Kulikov on April 9, 2015,

per Letters issued. Entrust was also appointed as Conservator for Kulikov and Successor Trustee.²¹

Pursuant to the Order Appointing Successor Trustee, Temporary Guardian and Clarification of Court Order, filed on September 20, 2013, and signed by Commissioner Lori Bustamante, Clause D states, pertinently:

The Guardian shall report to the Court on the status of the incapacitated person and the need to continue the guardianship at least annually by this date as required by A.R.S. §14-5315.

A.R.S. §14-5315. Guardian reports: contents

A guardian shall submit a written report to the court annually, pursuant to rules adopted by the supreme court, on resignation or substitution as guardian and on termination of the ward's disability.

The Order to Guardian of an Adult and Acknowledgment and Information to Interested parties, dated October 24, 2013, signed by Commissioner Lori Bustamante and Price, states, pertinently:

You are required to report annually, in writing, with respect to your ward's residence, physical and mental health, whether there still is a need for a guardian, and (if there is no conservator), your ward's financial situation. Your report is due each year on or before the anniversary date of the letters of appointment.

Arizona Rules of Probate Procedure, Rule 30(C), in effect at the time of Entrust's appointment as guardian:

C. Annual Guardian Reports

1. Unless otherwise ordered by the court, the guardian's first annual report shall cover the time from the date the guardian's letters were first issued through and including the last day of the ninth month after the date the guardian's permanent letters were issued. The report shall be filed with the court on or before the anniversary date of the issuance of the guardian's permanent letters.

2. Unless otherwise ordered by the court, all subsequent annual reports of guardian shall cover the time from the ending date of the most recent previously filed annual report of guardian through and including the last date of the twelfth month thereafter.

²¹ Survivor's Trust for Frances Lee Kulikov as Created Under the Alex A. Kulikov and Frances Lee Kulikov Family Trust Agreement Dated April 18, 2001 and Restated in its Entirety March 14, 2006 and Restatement Dated December 12, 2008, in PB2013-001924.

The report shall be filed with the court on or before the anniversary date of the issuance of the guardian's permanent letters.

3. If the guardian is unable to file an annual report of guardian within the time set forth in this rule, the guardian shall, before the deadline, file a motion that requests additional time to file the report. The motion shall state why additional time is required and how much additional time is required to file the report.

4. For purposes of this rule, if the guardian's appointment initially was temporary, "the date the guardian's letters were first issued" shall mean the date the guardian's temporary letters were issued; otherwise, "the date the guardian's letters were first issued" shall mean the date the guardian's permanent letters were issued.

Entrust failed to file the Annual Guardian Report with Medical Report by the 2014 due date prompting the Court to issue a Notice of Non-Compliance with Court Order. On March 11, 2015, the Court issued a Minute Entry regarding a Notice of Non-Compliance with Court Order. The Court stated that Entrust was required to file with the Court the Annual Report of Guardian on or before November 22, 2014, but the Court had not received the document and therefore found that Entrust had "failed to comply with this Court's Order." In order to avoid an Order to Show Cause Hearing for failure to comply with the Court's Order, Entrust was Ordered to file the Annual Report of guardian on or before March 25, 2015. The Court stated that this would be the only notice given to Entrust and that failure to file the Annual Guardian Report within 14 days from the date set forth would result in an Order to Show Cause Hearing being set to address its "failure to comply with the Court's Order and appropriate sanctions to be imposed. Further non-compliance may lead to the issuance of a fiduciary arrest warrant pursuant to A.R.S 14-5701, et seq."

On March 16, 2015, Entrust, by and through counsel, Ferris, filed with the Court a Response of Permanent Guardian Entrust Fiduciary Services, Inc., to March 11, 2015 Minute Entry Re: Notice of Non-Compliance Regarding Annual Report of Guardian. Entrust stated, in part, that the premise of the Court's March 11, 2015, was "inaccurate" because Entrust had been appointed as Limited Guardian for Kulikov and as a result of the limitations and restrictions "it was without authority necessary to produce an annual Guardianship Report." Entrust said the Court's Minute Entry of December 1, 2014, regarding a Settlement Conference involving Kulikov's adult children, appointed Entrust as permanent Guardian for Kulikov, thus the December 1, 2014 date is the date on which Entrust had full guardianship authority and duties.

Entrust further stated that on August 26, 2013, Entrust was appointed as permanent Conservator for Kulikov therefore August 31st is the anniversary date of the appointment of Entrust as Conservator and Entrust's annual Accountings are due on August 31st of each year. Entrust sought the Court's permission to set the deadline to file the Annual Report of Guardian with Physician Statement on August 31 of each year.

The Court's Minute Entry of April 3, 2015 ordered upon the permanent appointment of guardian, August 31 of each year would be the deadline for filing the Annual Report of Guardian, concurrently with the annual Trust and Conservatorship accountings.

In the Order Appointing Permanent Guardian, dated April 3, 2015:

IT IS FURTHER ORDERED: [original emphasis]

Confirming August 31st of each year as the deadline for EFS to file its Annual Report of Guardian with attached Physician's Statement, in order that August 31st is the deadline for both the Annual Report of Guardian and required Annual Conservatorship and Trust Accountings.

Although the Court's Minute Entry of December 1, 2014, appointed Entrust as permanent Guardian for Kulikov, Letters of Permanent Guardian of an Adult were issued on April 9, 2015.

On April 6, 2015, the Court issued a Minute Entry, in part, stating "IT IS ORDERED appointing Entrust Fiduciary Services, Inc., by and through its president and principal fiduciary, Lisa M. Price, as permanent Guardian for Frances Kulikov, and as fully set out in formal written Order Appointing Guardian signed by the Court on April 3, 2015..." The Court continued, in part:

IT IS FURTHER ORDERED that on or before August 31 of each year, concurrent with the annual Trust and Conservatorship accountings, the Guardian shall file with the Probate Registrar the required Report of Guardian. [original emphasis]

Despite the Court setting a new deadline of August 31, 2015, for Entrust to file the Annual Report of Guardian, Entrust did not timely file the Annual Guardian Report with Medical Report and did not seek an extension of time to file the report, as required if additional time is required.

On September 14, 2015, Entrust, by and through counsel, filed with the Court the Annual Guardian Report. However, Entrust did not file the required Medical Report/Physician's Statement, as required by the April 3, 2015, Court's Order until the following year, September 14, 2016.

On August 25, 2017, Entrust, by and through counsel, filed a Motion to Extend Time for Filing Fourth Annual Account of Conservator and Annual Report of Guardian, to be determined by the Court at the Status Conference scheduled for September 28, 2017. On September 5, 2017, the Court granted the extension to file the accounting and Annual Report of Guardian from August 31, 2017, to a date and time to be determined by the Court at the Status Conference scheduled for September 28, 2017.

The Division notes that the Minute Entry involving the September 28, 2017, Status Conference, addressed several issues, but the Court did not order an extension of time to file to Annual Guardian Report with Medical Report. Therefore, the Annual Guardian Report with Medical Report was due by September 28, 2017.

Price and Entrust did not file the Annual Guardian Report with Medical Report by the September 28, 2017, deadline. Therefore, on November 21, 2017, the Court issued a Notice of Non-Compliance with Court order, wherein the Court stated that on or before September 28, 2017, Entrust was required to file with the Court the Annual Guardian Report with Medical Report, as previously ordered by the Court. The Court stated that "the Court has not received this document, and therefore, that you have failed to comply with this Court's order." The Court stated that in order to avoid an Order to Show Cause Hearing for failure to comply with the Court's Order, Entrust was Ordered to file the Annual Guardian Report with Medical Report on or before December 5, 2017.

On December 7, 2017, Entrust, by and through counsel, filed a Notice of Compliance Re: Annual Deadlines wherein Ferris, in part, argued the Court set forth a Status Conference on September 28, 2017, which included filing the annual conservator's account. Germaine to the filing of the Annual Guardian Report, Ferris requested that the Court uphold its prior ruling that the fourth annual documents are due 30 days after the approval of the third annual accounting and ensure that an Order to Show Cause hearing will not be scheduled against Entrust. Ferris requested that the Court accept the referenced Notice.

There were no Court records that demonstrated the Court accepted Entrust's Notice of Compliance re: Deadlines filed with the Court on December 7, 2017. A Status Conference was scheduled for April 10, 2018.

On October 16, 2018, the Superior Court Administration issued a notice to Entrust that on or before August 26, 2018, Entrust was required to file with the Court the Annual Guardian Report with Medical Report, as previously ordered by the Court. The Court did not receive the document and therefore found that Entrust failed to comply with the Court's Order. The Court ordered that the Annual Report of Guardian with Medical Report be filed on or before November 30, 2018, to avoid any contempt proceedings. There was no Court record demonstrating that Entrust filed the Annual Guardian Report with Medical Report on or before November 30, 2018, as Ordered by the Court.

On January 30, 2019, the Superior Court Administration issued a notice to Entrust that on or before August 26, 2018, Entrust was required to file with the Court the Annual Guardian Report with Medical Report, as previously ordered by the Court. Again, the Court did not receive the Annual Guardian Report by the ordered date and ordered that Entrust must file the Annual Guardian Report on or before March 14, 2019, to avoid any contempt proceedings.

On October 15, 2019, the Court issued a Minute Entry regarding a Status Conference. The Court wrote that Entrust "having failed to file an Annual Report of Guardian, with a copy of the ward's latest Medical Report attached, in accordance with the January 30, 2019, minute entry." The Court set the matter for a Status Conference on October 23, 2019, to "discuss the guardian's failure to comply with court orders." The Court noted that the last Annual Report of Guardian was filed on September 14, 2016, with a due date of August 26, every year. The Court indicated that it would vacate the hearing if the documents were filed prior to the hearing.

Finally, on October 16, 2019, Entrust, by and through counsel, filed the Annual Report of Guardian and Medical Report.

ii) PB2014-051543 - Ellis

Entrust was appointed as conservator for Ellis on September 4, 2014, per Letters issued. Entrust was appointed guardian (with limited powers) for Ellis on June 24, 2015, per Letters issued.

The Court's Minute Entry of June 24, 2015, ordered appointing Entrust as Guardian with Limited Powers. The Court stated, pertinently, "In conjunction with the filing of the Annual Accounting, the Guardian shall file the report of Guardian, with the last copy of the ward's medical report, on or before September 4, 2016."

The Order Appointing Guardian of an Adult with Limited Powers, dated June 23, 2015, states, pertinently:

The Guardian shall report to the Court at least annually as required by A.R.S. §14-5315. However, since the Guardian also serves as Conservator for the Protected Person, the Annual Report of Guardian shall be submitted in conjunction with the Annual Accounting and shall be filed on or before September 4th annually.

The Order to Guardian, dated June 24, 2015, signed by Commissioner Kerstin G. Lemzie and Price, pertinently:

You are required to report annually, in writing, with respect to your ward's residence, physical and mental health, whether there still is a need for a Guardian, and (if there is no Conservator), your ward's financial situation. Your report is due on the anniversary date of your appointment.

On May 29, 2016, the Superior Court Administration issued a notice that Guardians and Conservators are required to submit a Report of Guardian and an Annual Accounting as previously ordered. Court records indicate that the Report of Guardian and Annual Accounting are due in this case no later than September 4, 2016. Price and Entrust did not

timely file the Annual Report of Guardian with Medical Report. On September 30, 2016, Entrust, by and through counsel, filed the Annual Report of Guardian but did not file the Medical Report, as required.

On December 12, 2016, the Court issued a Minute Entry involving Notice of Non-Compliance with Court Order to Entrust stating that on or before September 30, 2016, Entrust was required to file with the Court the Medical Report with the Annual Guardian Report, as previously ordered by the Court. Court records indicated that the Court did not receive this document, and therefore that Entrust failed to comply with the Court's Order. The Court ordered Entrust to file the Medical Report on or before December 27, 2016. The Court set the matter for internal review by the Probate Court Administration on January 31, 2017, to confirm the filing of the medical report. On December 23, 2016, Entrust, by and through counsel, filed a Motion for Extension of Time to File Medical Report. On January 12, 2017, the Court granted the extension of time to file the medical report to be filed within sixty-days of the date of the Order. On February 7, 2017, Entrust, by and through counsel, filed the Medical Report.

On June 3, 2018, the Superior Court Administration issued a notice that Guardians and Conservators are required to submit a Report of Guardian and an Annual Accounting, as previously ordered. Court records indicate that the Report of Guardian and Annual Accounting are due in this case no later than September 30, 2018. Price and Entrust once again did not timely file the Annual Report of Guardian with Medical Report, as Ordered by the Court.

On October 24, 2018, the Superior Court Administration issued notice to Entrust that on or before October 16, 2018, Entrust was required to file with the Court the Annual Report of Guardian with Medical Report, as previously ordered by the Court. Court records determined that the Court has not received this document and therefore, "that [Entrust] failed to comply with this Court's Order." To avoid any contempt proceedings for failure to comply with the Court's Order, Entrust must file the Annual Report of Guardian with Medical Report on or before December 10, 2018.

On March 1, 2019, the Court issued a Minute Entry regarding setting a Status Conference. The Court wrote that the Court was advised that Entrust failed to file an Annual Accounting and Annual Report of Guardian and Medical Report as previously ordered. The Court ordered setting a Status Conference for Entrust to appear on March 25, 2019, "to discuss the reason(s) for the Guardian/Conservator's non-compliance." On March 21, 2019, Entrust, by and through counsel, filed the Annual Report of Guardian and Medical Report that were due by no later than September 30, 2018. Price and Entrust again failed to timely file the Annual Report of Guardian with Medical Report.

On October 20, 2020, the Superior Court Administration issued a notice that on or before October 16, 2020, Entrust was required to file with the Court the Annual Report of

Guardian with Medical Report, as previously ordered by the Court. Court records indicate that the Court has not received this document and therefore, "[Entrust] failed to comply with this Court's Order." The Court ordered that to avoid any contempt proceedings for failure to comply with the Court's Order, Entrust must file the Annual Report of Guardian with Medical Report on or before November 19, 2020. On November 12, 2020, Entrust, by and through counsel, filed with the Court a Notice of Death of Ward on November 5, 2020. On March 25, 2021, Entrust, by and through counsel, filed the Final Annual Report of Guardian and Notice of Ward's death.

iii) PB2006-002105 - Martin

On February 25, 2011, Entrust, through principal, Price, was appointed as conservator for Martin, per Letters Issued.

Pertinent to guardianship, Entrust was initially appointed as Guardian for Martin, on February 25, 2017, with Price's business partner, Dawn Walters, as principal on the guardianship appointment, per Letters issued. Dawn Walters was discharged as guardian for Martin on February 5, 2018. Entrust, through principal, Price, was appointed as successor guardian for Martin. On February 22, 2018, Entrust was appointed as Permanent Guardian of Martin, per Letters issued.

The Order to Guardian and Acknowledgement and Information to Interested Persons, dated February 5, 2018, signed by Commissioner Carolyn Passamonte and Price, pertinently:

You are required to report annually, in writing, with respect to your ward's residence, physical and mental health, whether there still is a need for a Guardian, and (if there is no Conservator), your ward's financial situation. Your report is due on the anniversary date of your appointment of the issuance of your Letters of Appointment as permanent guardian. [original emphasis]

The Order for Substitution of Guardian and Appointment of Successor Guardian, dated February 5, 2018, pertinently:

Guardian shall submit a written report to the court on the same date as the Conservatorship account is due.

The February 5, 2018, Order to Guardian and Acknowledgement and Information to Interested persons, states, in part:

You are required to report annually, in writing, with respect to your ward's residence, physical and mental health, whether there is still a need for a guardian, and (if there is no conservator) your ward's financial situation. Your report is due

each year on the anniversary date of the issuance of Letters of Appointment as permanent guardian. [original emphasis]

On February 3, 2018, the Court issued a Minute Entry, involving the Stipulated Petition for Substitution of Guardian. The Court, in part, ordered appointed Entrust as successor guardian. The Court also Ordered approving the Order to Guardian and that on or before February 5, 2019, the Guardian shall file with the Probate Registrar the required Annual Guardian Report, with an attached Medical Report, for the period of February 3, 2018, to November 30, 2018. Entrust failed to file the Annual Report of Guardian with Medical Report by the Court's February 5, 2019, deadline.

On March 5, 2019, the Superior Court Administration issued notice to Entrust that on or before February 25, 2019²² Entrust was required to file with the Court the Annual Report of Guardian with Medical Report, as previously ordered by the Court. The Court did not receive the document and therefore found that Entrust "failed to comply with this Court's Order." The Court noted that in order to avoid any contempt proceedings for failure to comply with the Court's Order, Entrust must file the Annual Report of Guardian with Medical Report on or before April 16, 2019. There is no Court record demonstrating that Entrust filed the Annual Report of Guardian with Medical Report on or before April 16, 2019, as previously ordered by the Court.

The following year, on March 3, 2020, the Superior Court Administration issued a notice to Entrust stating that on or before February 25, 2020, Entrust was required to file with the Court the Annual Report of Guardian with Medical Report, as previously ordered by the Court. The Court's records indicate that the Court has not received this document and therefore, that Entrust "failed to comply with this Court's Order. In order to avoid any contempt proceedings for failure to comply with the Court's Order, Entrust must file the Annual Report of Guardian with Medical Report on or before April 2, 2020. There was no Court record found demonstrating that Entrust filed the Annual Report of Guardian with Medical report on or before April 2, 2020, as Ordered by the Court.

On July 17, 2020, the Court issued a Minute Entry stating that the Court, "has reviewed the Memorandum from the Probate Examiner's Office dated June 19, 2020. The Court is advised that the Successor Guardian Entrust Fiduciary Services, Inc. has failed to file the Annual Guardian Report and Medical Report. IT IS ORDERED setting this matter for an electronic status conference on August 21, 2020..." On July 28, 2020, Entrust, by and through counsel, filed the Annual Report of Guardian with Medical Report.

Filing the Annual Guardian Report with Medical Report/Physician's Statement Report is not optional nor are the documents to be filed at the discretion of the guardian. Evidenced

²² The Court's Minute Entry of February 3, 2018, ordered that Entrust file an Annual Report of Guardian with Medical Report by February 5, 2019. The Court's March 5, 2019, Minute Entry stated that Entrust was required to file the Annual Report of Guardian with Medical Report by February 25, 2019.

by the timelines in each of the above-referenced probate cause numbers, Price and Entrust were routinely delinquent in filing the requisite reports. Price and Entrust did not independently and timely file the reports with the Court but, rather, seemed to rely on the Court's findings Entrust that the annual reports were not filed in accordance with the Court's Orders and/or setting status conferences, after which Entrust would file the documents with the Courts. Sometimes, Entrust failed to file reports at all.

A.R.S §14-5315. Guardian reports contents:

A. A guardian shall submit a written report to the court annually, pursuant to rules adopted by the supreme court, on resignation or substitution as guardian and on termination of the ward's disability.

C. The report shall include the following:

- 1. The type, name and address of the home or facility where the ward lives and the name of the person in charge of the home.**
- 2. The number of times the guardian has seen the ward in the last twelve months.**
- 3. The date the guardian last saw the ward.**
- 4. The name and address of the ward's physician or registered nurse practitioner.**
- 5. The date the ward was last seen by a physician or a registered nurse practitioner.**
- 6. A copy of the ward's physician's or registered nurse practitioner's report to the guardian or, if none exists, a summary of the physician's or the registered nurse practitioner's observations on the ward's physical and mental condition.**
- 7. Major changes in the ward's physical or mental condition observed by the guardian in the last year.**
- 8. The guardian's opinion as to whether the guardianship should be continued.**
- 9. A summary of the services provided to the ward by a governmental agency and the name of the individual responsible for the ward's affairs with that agency.**

A.R.S. §14-5315 codified the reporting content for a fiduciary to provide comprehensive, important, and helpful information to the Court regarding a ward, his or her needs, medical condition and whether a guardianship is still required. Filing Annual Guardian Report with Medical Report is mandated. The reports are an integral aspect of the judicial oversight of vulnerable and incapacitated persons in Arizona.

E. Failed to Timely File the Annual Conservator's Account, Inventory, and Estate Budget

In addition to the lack of diligence involving timely filing the required Annual Report of Guardian with Medical Report, there are multiple examples found demonstrating that Price and Entrust failed to file or timely file with the Court the Conservator's Accountings and other documents involving the conservatorship including an inventory and appraisement, estate budget, consumer credit report and response to the Court Accountant Review and Recommendation ("CARR").

i) PB2013-001924 - Kulikov

Entrust was appointed as Conservator for Kulikov on August 30, 2013, per Letters issued. The Order Appointing Conservator, dated August 26, 2013, per the document's checked boxes, required that Entrust, in part, file an Inventory and Appraisement and Consumer Credit Report, within 90 days of the conservator's appointment.

The Order to Conservator(s) and Acknowledgements, dated August 26, 2013, signed by Commissioner, Lori Bustamonte and Price, pertinently:

The welfare and best interest of the person named above ("your protected person") are matters of great importance to this Court. By accepting appointment as conservator you have subjected yourself to the power and supervision of the Court. Therefore, to assist you in the performance of your duties, this order is entered. You must be guided by it and comply with its provisions, as it relates to your duties as conservator of your protected person. As conservator, you must:

5. File your formal inventory with the Court no more than 90 days after your appointment as conservator, whether permanent or temporary, were first issued.
7. Establish a budget...
9. File annual accountings with the Court...

The Court's Minute Entry, dated August 26, 2013, ordered that Entrust file certain reports by a specific time. The Court ordered that Entrust file an inventory and appraisement within 90 days of "this Order of Appointment, to include all conservatorship assets..." and set a review hearing on January 7, 2014 to determine compliance. The Court further ordered that Entrust file an Estate Budget within 90 days and the Court ordered a Non-Appearence Hearing regarding the Estate Budget on December 16, 2013. The Court ordered Entrust to submit the annual conservator's account by August 26, 2014 and the Court set an interview Court review date of September 9, 2014 to determine compliance.

Price and Entrust failed to file the Inventory & Appraisement, Consumer Credit Report, and Estate Budget within 90 days of appointment (November 26, 2013), as Ordered by the Court.

In the Court's Minute Entry filed on December 17, 2013, the Court notes that it has not receive the Conservator's Estate Budget and ordered an extension to January 7, 2014. Court records demonstrate that Entrust, by and through counsel, filed with the Court the Estate Budget, Consumer Credit Report and Inventory and Appraisement on December 24, 2013.

Entrust did not respond to the CARR of the conservator's accounting. On January 10, 2017, the Court Accountant reviewed Entrust's conservator accounting and issued a CARR, ordering that the fiduciary respond to the CARR on or before February 24, 2017. The CARR, in part, stated that it is to the petitioner's benefit to fully and adequately respond to this order and if the petitioner fails to comply, the Court will issue an Order to Show Cause requiring the petitioner and the petitioner's attorney to appear in Court to explain why the petitioner has not complied.

During the Status Conference set on September 28, 2017, the Court noted that Entrust/Price failed to file a written response to the January 10, 2017, CARR. The Court extended the deadline to file a response to October 13, 2017. On October 9, 2017, Entrust, by and through counsel, finally responded to the January 10, 2017, CARR.

The Court Accountant issued a CARR to Entrust, dated March 28, 2019, requiring Entrust to provide a written response to the CARR on or before May 11, 2019. Entrust failed to respond to the CARR on or before May 11, 2019.

On June 11, 2019, Superior Court Administration issued Entrust a Notice of Non-Compliance with Annual Accounting. The Notice stated, pertinently, that the Court's records indicated that the accounting filed on June 22, 2018, is incomplete, and therefore, "that [Entrust] have failed to comply with this Court's Order. The Accounting cannot be reviewed until one or more of the issues below are corrected." The Notice of Non-Compliance required that Entrust satisfy the deficiencies listed on or before July 11, 2019. Entrust, by and through counsel, filed a response to the CARR on July 11, 2019,

On September 11, 2019, Superior Court Administration issued a CARR, wherein the Court Accountant did not recommend the account for approval until certain items were addressed. It was ordered that Entrust file a written response to the CARR by October, 26, 2019. On October 28, 2019, Entrust, by and through counsel, filed with the Court a response to the CARR,

C. Failed to File a Complete and Accurate Inventory and Appraisal

Entrust filed an Inventory & Appraisal with the Court on December 24, 2013, in PB2013-001924, but failed to provide a valuation for certain coins, as required by the Arizona Rules of Probate Procedure, Rule 30, in effect at the time; and A.R.S. §14-5418.

Arizona Rules of Probate Procedure, Rule 30(A) Inventory: Rule 30. Guardianships/Conservatorships-Specific Procedures

A. INVENTORY.

1. Unless otherwise ordered by the court, the conservator shall file the inventory of the protected person's estate, AS REQUIRED BY A.R.S. SECTION 14-5418(A), within 90 days after the conservator's letters of conservator, whether temporary or permanent, are first issued. The inventory shall list all property owned by the protected person as of the date the conservator's letters of conservator, whether temporary or permanent, were first issued, and shall provide the values of such assets as of the date of the conservator's first appointment. [emphasis added]

A.R.S §14-5418. Inventory and records

A. Within ninety days after appointment, a conservator shall prepare and file with the court an inventory of the assets of the protected person on the date of the conservator's appointment, listing it with reasonable detail and indicating the fair market value of each asset as of the date of appointment. The conservator shall attach to the inventory a copy of the protected person's consumer credit report from a credit reporting agency that is dated within ninety days before the filing of the inventory. [emphasis added]

The following example was taken from the Inventory & Appraisal Price and Entrust filed with the Court on December 24, 2013:

Coins

Various silver coins, silver bars, collector coins; Value currently unknown as there is no plan to liquidate collection, therefore, the value to obtain an appraisal outweighs the benefit as the value will likely rest in the current value of silver on the date of liquidation (Detailed inventory available upon request)

Unknown

During the Second Interview, Price was asked about the lack of valuation of the silver coins, silver bars, and collector's coins and that the information she provided to the Court in the Inventory & Appraisal suggested that because Price was not selling the coins and bars and the price of silver was subject to market fluctuations, she was not required to provide a valuation. Price was asked if she believed that Rule 30 and A.R.S. §14-5418 did

not apply in this situation or to her. She said she believed that there was no benefit to her client in providing a valuation.

Price said, "they were literally bars, their value is the per ounce price per day...the coins are going to be based on what their value is and my experience has typically been that any kind of appraisal for that is going to be a significant cost... I suspect it's not going to be much because we're not talking about 800 bars of silver, I think there were four bars of silver and a stack of coins from what I can recall. The cost to have those appraised was going to cost more or has potential to cost more than what the value is..." Price added that "if we wanted to take the statement of statute and the rules, based on the word then that would mean I need to start counting forks and plates and pans and list all of those in significant detail and in my experience after 17 years is that's not what the Court is looking for."

Division staff pressed Price because she was very vague in her description of the coins and bars, as listed in the inventory and appraisal, because she did not provide the Court information such as the number of silver coins; number of silver bars or their weight; or the number, nature, and age of the collector's coins, for example, whether the coins were Kruggerands from South Africa etc. Price replied that in the seven years for which she was the conservator for the estate, the issue was never raised by the Court, the Court Accountant or a family member. She said she provided the family with a detailed list of the coins as well as pictures of the coins etc. Price said she gave the three adult children a spreadsheet itemizing each coin and she provided pictures. Price added that if the Court had an issue she would have happily provided details and pictures of the coins etc. At the time of the inventory, Price said she made the decision that it was not financially beneficial to Kulikov.

Price was asked where the coins were located at the time of the inventory to which Price replied that she received the coins from one of Kulikov's daughters, who lived in Flagstaff, AZ. Asked what happened to the coins and bars after she was substituted as the fiduciary, by Kulikov's daughter, Elizabeth Myers ("Myers"), Price said, "the coins are actually in my safe waiting for Elizabeth to come to Arizona." Price said Myers indicated that she would pick them up from Price during the next time Myers visited Arizona although Price said, "I still haven't heard from her." Price said Myers did not want the coins shipped to her so the coins remain in Price's safe waiting for Myers to pick them up.

Regarding jewelry that was in the Trust and included in the Inventory & Appraisal, Price said it was all "costume jewelry" and that the only piece of value was the wedding ring Kulikov wore and she still has the ring.

i) Interview with Elizabeth Myers

Division staff interviewed Myers. She was substituted as guardian for her mother around June 2020 but Myers received notice in December 2019 that Price was "closing her agency down." Regarding the silver coins, silver bars and collector's coins, Myers was asked if she or family members received pictures of the coins to which Myers replied, "No, there was nothing received." She said one of her siblings had requested an inventory from Price. Myers said she was aware that her niece, Tyanna Burton, had returned "quite a number of coins" to Price's office.

Myers said her sister, Debra, had a number of Kruggerand²³ coins that Price had acquired from Debra. Myers said her mother was a collector of coins for many years stating, "I can tell you there were probably well over two hundred coins at one time." Myers said according to Price's email to her, the Kruggerand coins were given to her. Myers said her mother had Kugerrands and a number of "the old style" silver mercury dimes. Meyers said she recalled seeing a partial list from when her niece, Tyanna, returned the coins and bars to Price. Meyers added, "but we never got a formal accounting of any of those items." Myers said her sister, Janina Burton, would have more information on what coins were delivered to Price.

In a followup call with Myers on December 20, 2021, Myers denied that she ever requested that Price keep the coins, silver bars, and currency or other items in Price's possession until Myers could pick them up from Price at a later time.

Myers' statement to the Division is inconsistent with the statement Price made to the Division that the coins remained in Entrust's safe at Myers' request until she could come pick them up. The Division notes that Price was substituted as guardian in June 2020. The conservatorship was eventually discharged because the estate had been spent down. The timeline suggests that Price and Entrust kept the coins etc, for 1.5 years.

Myers said she would provide the Division with a note signed by both her sister, Debra, and Price confirming that Price received at least one gold Kruggerand coin.

ii) Price and Entrust Inventory Records of Coins and Bars

Price and Entrust, by and through counsel, provided the Division a pictorial inventory of the coins and bars. The 49 photographs taken of the silver coins, silver bars, collector's coins and various other coins, apparently as represented in the Inventory and Appraisal Entrust filed with the Court on December 24, 2013. Records also included an email Price sent to Kulikov's family members on October 14, 2013, regarding the coins etc.

²³ The Kruggerand is a South African coin. According to information found on the internet a 1 ounce Kruggerand coin is worth approximately \$1,900.00. Amazon sells 1 oz. Kruggerand coins for over \$2,000.00.

In her email to family members, Price stated that the list she attached, was the inventory of the coins and silver bars etc that were delivered to Price by Tyanna Burton. Price said the majority of the coins were regular currency and would be deposited into the conservatorship account. She said there were quite a few silver coins mixed in with the regular coins but those had to be separated and would be maintained with the rest of the silver or "appraisable" coins. Price wrote that nearly all coins are in poor condition and are not likely worth more than their weight in silver. As such, Price informed that she did not intend to spend Kulikov's resources to have the coins appraised "at this time as we are not seeking to liquidate them. If, at some point in the future, the need arises to liquidate the coins, an appraisal will be obtained at that time."

Price noted that she had detailed photographs of each bag of coins as well as the individual coins which could be produced. Because there were so many photographs, Price only included two photographs with the email. She said one photograph is of the coins that would be stored in the safe at her office. The second photograph showed all coins that will be deposited to the conservatorship account.

Price provided 49 photographs representing the pictorial inventory of the coins, silver bars, and other currency. The metadata shows that the pictures were taken on October 14, 2013, except one photograph that was taken on October 12, 2013.

Price provided the Division a copy of an Excel spreadsheet of the inventory of coins, silver and currency, given to Price by Tyanna Burton in October 2013, and apparently as represented in the Inventory and Appraisal Entrust filed with the Court on December 24, 2013. Regarding the coins, the following is what Price listed on the Excel spreadsheet. See below:

Collection No. 1 1909 - 1945 Lincoln Penny Coin Folder - Empty
Lincoln Head Cent Collection 1909 to 1940 Number One - 59 coins (all in poor condition)
Lincoln Head Cent Collection 1909 to 1940 Number One - 60 coins (all in poor condition - front cover ripped off)
Mercury Head Dime Collection 1916 to 1945 - 40 coins (all in poor condition - front cover ripped off) 5 \$2.00 bills all containing stamp and postage marking from April 18, 1976

Small black coin purse; 1 penny

Large plastic bag containing four small plastic bags with the following coins

- 10 Liberty Half Dollars (all pre-1944)

- 63 Liberty Head Dollars (pre-1972)

- 17 Liberty Head Dollars (after 1972)

Baggie containing 14 - \$1.00 Sacagawea gold coins

One large plastic bag containing three smaller bags with: 1 - 1971 Peso; 2 - Liberty Coins (1957, 1944); 40 - Benjamin Franklin Liberty Head coins; 72 - Kennedy Liberty Head coins

One bag containing 82 - nickels; 1 - 1941 nickel (placed in separate bag)

Baggie containing assorted coins; some are junk but others need to be appraised such as the coin from 1780; money clip

Large bag full of coins; almost all coins are normal coins which will be deposited to the checking account; coins of possible value are: 5 - 1976 Liberty Head dollars, three Silver Liberty Head dollars; 2 - 1 ton ounce silver coins; 2 Liberty coins 1942; multiple coins dated prior to 1964

Large bag of dimes;

Large bag of quarters

Large bag of pennies

Large bag of assorted coins (mostly pennies)

Price inventoried 14 Sacagawea²⁴ coins (United States gold coins) but there was no documentation of any Kruggerand gold coin(s).

Specific to Kruggerand/South African coins, the Division did not find a record of this coin in Entrust's Excel spreadsheet inventory of coins that Price provided to the Division.

On December 21, 2021, Myers sent the Division a copy of a note she said was signed by Price acknowledging receipt of certain coins and money including the Kruggerand coin from South Africa. See below:

²⁴ For information available on the internet, the Sacagawea dollar is an American coin introduced in 2000.

Division staff conducted a cursory internet search²⁵ to examine the market value of silver, per ounce, for October 2013, when Price received the silver bars from Tyanna Burton, and for December 2013 when Entrust filed the inventory with the Court. It is not clear why Price could not have provided the Court with an estimation for the silver by performing a search on the internet on the general value of silver at the time of inventory.

iii) 2007 Mercedes C230

In the Inventory and Appraisement that Entrust filed with the Court on December 24, 2013, Entrust provided a valuation of Kulikov's 2007 Mercedes C230 at \$11,500.00. Entrust noted that the value of the car was based on Kelley Blue Book. See below:

Vehicles	
2007 Mercedes-Benz C230; VIN WDC20872307A023887; Value based on Kelley Blue Book Value	\$11,500.00

Entrust's Annual Conservator Accounts filed for years 2014 through 2017 reflected the Mercedes' value at \$11,500.00. The Annual Conservator's Account filed for accounting years 2014, 2015, 2016, and 2017 documented the same \$11,500.00 valuation for the vehicle. There was no depreciation reflected for each year, which normally occurs for vehicles. The Conservator Account that Entrust filed with the Court on June 22, 2018, listed the car's value at \$2,000.00 which represented a \$9,500.00 or 82.6% depreciation in value from 2017. It is unclear why Price and Entrust would not have conducted a Kelly Blue Book valuation annually to provide the Court with the estimated valuation including any depreciation of the vehicle.

Entrust's billing records demonstrate that on May 1, 2017, Price had a telephone conversation with Daniel Burke, of Estate Management Services ("EMS") to discuss Kulikov's vehicle and on May 25, 2017, EMS provided a valuation summary for the Mercedes.

Records show that Price prepared an email "notifying family of intent to liquidate vehicle and offer for family to purchase before listing for sale." On May 31, 2017, Price prepared an email to EMS regarding an offer from family to purchase the vehicle and on June 1, 2017, Price responded to an email from Myers regarding the sale of the vehicle. On June 30, 2017, Price received an offer to purchase the vehicle.

Entrust records showed that it was not until September 23, 2019, when Price received an email from Littlejohn with information regarding a possible interest in purchasing the car.

²⁵ [Silver Prices - US Dollars \(USD\) - October 2013 \(kelleybluebook.com\)](https://www.kelleybluebook.com), [Silver Prices - 100 Year Historical Chart | MoneyTrends](https://www.kelleybluebook.com)

Littlejohn's billing reflect communication with Price regarding the Mercedes. Records demonstrate that on July 26, 2019, Littlejohn was approached by Amethyst Gardens expressing concern about Kulikov's Mercedes that had been parked and unremoved for a few years. See below:

07/26/2019 This reporter was approached by Judy, Director of Resident Services expressing concern that client Mercedes has been parked in parking space 38 unremoved for a couple of years. She requested this reporter's assistance in getting it removed.

On September 23, 2019, Littlejohn emailed Price regarding an interested buyer for the Mercedes and Littlejohn provide a contact number for the buyer. On October 23, 2019, Littlejohn called Mike Butler at Automotive Fiduciary Services for assistance in selling the Mercedes. On December 17, 2019, Littlejohn received an email from Price, in part, reporting that she completed the sale of the Mercedes the previous day with Mike Butler. Entrust's records show that on December 16, 2019, Price met with Mike Butler, of Fiduciary Automotive²⁶, to complete the transaction to sell the Mercedes. The Conservator's Account filed on July 28, 2020 showed that the Mercedes sold for \$1,000.00.

In the Second Interview, Price was asked about the valuation of the Mercedes that she reported to the Court in the Inventory & Appraisal and subsequent Annual Conservator's Account. She was also asked about the valuation provided by EMS in May 2017. Price could not recall the valuation provided to by EMS and would search her documentation. She noted that she utilized Kelley Blue Book Value to determine the valuation for the vehicle in 2013 but she did not consider Kelley Blue Book Value to check against the valuation provided by EMS. Price said she received a very low ball offer from a family member to purchase the car for \$500.00.

Price's statement about the \$500.00 offer by a family member is disputed by Myers. She told Division staff that when she learned that Price wanted to sell the Mercedes, Myers emailed Price and offered to purchase the car for \$3,500.00 "right before she sold it" but said Price did not respond to the emails. Myers later learned that Price sold the car for \$1,000.00. Myers said her husband went with Kulikov when she purchased the car new and that it was a beautiful white Mercedes. Myers said at the time the car was sold it probably had approximately 35,000 miles on the odometer because her mother was not driving the car and did not drive it when she went to Amethyst Gardens in 2015. Myers said during one visit with their mother, they noted that the car had a dead battery and they could not start the vehicle. All four tires were flat because the car was not being used and it was neglected.

²⁶ According to Automotive Fiduciary Services' website, www.automotivefiduciaryservices.com, the company provides services exclusively to probate attorneys, trust attorneys, fiduciaries and their clients and professionals in the fields of probate and guardianship. The company handles the valuation and sale of vehicles.

In a follow up interview with Myers, she told Division staff that in addition to her offer of \$3,500.00 to purchase the Mercedes, her sister, Janine, had offered Price \$2,500.00 to buy the Mercedes for her daughter, Tyanna but that Price did not respond. Myers said she was also aware that Tyanna paid a local Mercedes dealership \$400.00 to inspect the car's condition and possible value.

On December 21, 2021, Myers provided emails exchanged between her and Price. In an email dated October 13, 2015, pertinent to the Mercedes, Myers informed Price that Myers was interested in purchasing the car but wanted to know the car was intact, not "wrecked," and wanted the current mileage. Myers asked Price for permission to pick the vehicle up via a friend in Sacramento so that she or Price could "get a fair estimate on the worth of the vehicle at which time [Myers] would write [Price] a check." Myers said she did not know the condition of the vehicle or if it was still running. Myers stated that she would pay for shipping of the vehicle.

Price replied to Myers and another sister (Debrah) on October 15, 2015, stating pertinently, that Price required an answer by the end of the week regarding the vehicle and that it would save Kulikov's estate money "should you offer to purchase the vehicle as we will not need to spend the administrative expenses to have the vehicle brought back to Arizona, but I can no longer allow you to have possession of the vehicle if you are not going to purchase it." Price added that any other family member who wished to make an offer would be welcome to do so but should any of them purchase the car, they would be responsible for all costs associated with getting the vehicle to the purchaser. Price said if she did not have a definitive answer by the end of the week, she would fly to California to bring the car back to Arizona.

iv) Incomplete and Inaccurate Conservator's Account

1. PB2013-001924 - Kulikov

Price and Entrust demonstrated incompetence and/or negligence and lack of diligence with the Conservator's Account filed with the Court in PB2013-001924, in the matter involving Kulikov.

ACJA §7-202(J)(1)(c)(2):

Provide or ensure that reports, notices, financial accounts, and other documents are timely, complete, accurate, understandable, in a form acceptable to the court, consistent with the requirements specified in Arizona law, court rule, and the applicable sections of the Arizona Code of Judicial Administration;

ACJA §7-202(J)(5)(c):

The fiduciary shall prepare complete, accurate and understandable accounts and inventories.

Despite Price's and Entrust's considerable experience, Entrust's Conservator's Annual Account filed with the Court were consistently questioned and rejected by the Court's Accountant due to incomplete, inaccurate and/or miscategorized information per the CARR. The following is a summary and timeline of the incomplete and inaccurate Annual Account that Entrust filed with the Court:

- **September 12, 2014** – Entrust filed a Petition for Approval of First Annual Account of Conservator; and Payment of Fees and Out-of-Pocket Expenses.

- **January 15, 2015** - CARR regarding First Annual Account, in part:
 - Asset value given does not equal to ending balance for Inventory and Appraisalment.
 - Account is out of balance by \$772.36.
 - Transaction log shows four overdrafts – it is not clear why the estate has incurred overdraft fees.
 - Wells Fargo Bank account does not agree to the submitted bank statements.
 - Chase Bank accounts do not agree to the submitted bank statements.
 - No bank statements for certain periods were provided for Bank of America, Wells Fargo, and Chase Bank.
 - No fee statements from GAL.
 - Miscategorized expenses.
 - Did not include a proposed form of Order for period of June 1, 2013 through May 31, 2014.

- **March 6, 2015** – Entrust response to CARR with explanations for each point and recommendation made in the CARR. As to any acknowledgement of errors by the fiduciary:
 - Regarding the out of account being out of balance by \$772.36, Entrust was unable to determine why the reconciliation does not balance.
 - Regarding Wells Fargo account not agreeing to submitted bank statements, Entrust failed to substitute the previously printed report with the current report was not clear.
 - Payment for an invoice dated May 5, 2014, only partial payment was made. The remaining balance on the invoice will be reflected in the Second Account rather than providing an amendment account.
 - Proposed Order was inadvertently omitted from the filing of the First Annual Accounting. Entrust attached the omitted proposed form of Order.

- **March 18, 2015 – CARR re First Annual Account, in part:**
 - Account is out of balance. If amounts do not match, there is an error in the report.
 - The First Annual Account is currently covering the wrong date span.

- **May 4, 2015 – Entrust response to CARR with explanations. As to acknowledgement of errors:**
 - Entrust was able to determine the balancing errors and adjusted the Account form.
 - Regarding the wrong Accounting period, Entrust will file its Second Annual Account by August 31, 2015 to cover the period of May 31, 2014 through May 31, 2015.

- **September 14, 2015 - Entrust filed a Petition for Approval of Second Annual Account of Conservator; and Payment of Fees and Out-of-Pocket Expenses.**

- **December 3, 2015 – CARR regarding the Second Annual Account, in part:**
 - Transaction log does not balance to the submitted accounting. The transaction log does not include clear descriptions of receipts and disbursements for each transaction.
 - Real estate was not reported at fair market value.
 - Schedule 3, Column A does not match what was reported in the First Annual Account.
 - Reported amounts for the ending balances of following accounts do not agree with Schedule 2: Chase Bank accounts x 3.
 - No bank statements submitted for the following: Bank of America and Wells Fargo x 2.
 - Miscategorized amounts.
 - Lack of supporting documentation for various expenses.

- **January 19, 2016 – Entrust response to CARR with explanations. Acknowledgement of errors:**
 - The value of real estate has been adjusted to reflect the Maricopa County Tax Assessor's Full Cash Value.
 - Re Schedule 3, Column A, Line 16 was due to a mistake in the autocalculations in the form. The calculation formula has been corrected.
 - Attached Bank of America, Wells Fargo Bank statements.
 - Updated the itemized category report.
 - Attached supporting documentation for certain expenses.

- **February 26, 2016 – CARR regarding the Second Annual Account, in part:**
 - Recommended an amended accounting that complies with the Probate accounting guidelines be submitted
 - Schedule 1, Column A, Lines 7 and 16 appear to be out of balance. It is not clear why the total income and total disbursements included in the Amended First Annual Account period does not match what was reported in the amended first annual account.²⁷
 - Worksheet A does not appear to support the amount included on Schedule 1, Column F, Line 16 as required.

- **May 5, 2016 - CARR regarding the Second Annual Account, in part:**
 - It appears that the transaction log does not balance to the submitted accounting
 - Worksheet A does not appear to support the amount included on Schedule 1, Column F, Line 16 as required.

- **June 20, 2016 – Entrust response to CARR with explanations. Acknowledgement of errors: Worksheet A does not appear to support the amount included in Schedule 1, Column F, Line 16 was simply an inadvertent error by Entrust.**

- **September 14, 2016 – Entrust Petition for Approval of Third Annual Account of Conservator; and Payment of Out-of-Pocket Fees and Expenses; and Decrease of Bond.**

- **November 4, 2016 – CARR regarding Third Annual Account, in part:**
 - Transaction Log Detail does not balance to the submitted accounting.
 - Transaction Log submitted does not appear to include a clear description of the receipts and disbursement included in the account period.
 - Petitioner did not include the case number or the end date of each page of the Transaction Log.
 - Schedule 2, Section 2 does not balance to the submitted accounting.
 - It is requested the Conservator provide the supporting documentation (detailed receipt) for the sale of the assets (land/property), including paid commissions.

- **December 19, 2016 – Entrust response to CARR with explanations. Acknowledgement of errors:**
 - Re Transaction Log issues, petitioner has prepared amended 3rd accounting

^{27 27} This is as written in the February 26, 2016 CARR.

- Amended Transaction Log that includes estate case number and period end date.
 - Re Schedule 2, Section 2 not being in balance. There were manual addition mistakes in relation to the sale and purchase of securities. Once those values were updated correctly, the account balanced.
 - Petition has proof of the sale of property, including paid commission. Attached to amended accounting.
- **January 10, 2017 - CARR regarding Third Annual Account (amended), in part:**
 - It appears that the amended accounting remains out of balance (Schedule 1, Column C).
 - The Transaction Log submitted does not appear to include a clear description of the receipts and disbursement included in the account period.
- **October 9, 2017 – Entrust response to CARR with explanations.**
- **November 16, 2017 – CARR regarding Amended Third Annual Account:**
 - Beginning balance of the account shown on Schedule 2, Column A, Line 2 includes the property in Maricopa County Parcel **** with stated value of \$29,750.00 but the ending balance does not include this parcel. It appears this property was disposed of during this account period, but no documentation of the disposition was filed with the Court, and there is no receipt of funds for the sale of this property shown on this account.
 - A proposed form of Order approving this account was not provided to the court accountant.
- **March 26, 2018 – Entrust response to CARR with explanations. Acknowledgement of errors:**
 - Entrust inadvertently referenced Parcel number in the Inventory and Appraisalment – there is no such parcel number. Once discovered, the value of asset was removed from accounting.
 - A proposed form of Order approving the account was not provided. Attached is the Order Approving Third Annual Account of Conservator...
- **June 22, 2018 – Entrust Petition for Approval of Fourth Annual Account of Conservator...**
- **March 28, 2019 – CARR regarding Fourth Annual Account.**

- Accountant does not have all bank statements filed for each account controlled by the Conservator/Trustee. There was one bank statement filed for Chase Trust Checking Account however missing were statements for Chase Investment Account, Wells Fargo Bank Checking x 2 accounts. Court accountant cannot verify account accuracy without the statements.
 - Attorney Fee statement from GAL should be filed.
- **July 11, 2019** – Entrust response to CARR with explanations. Acknowledgement of errors:
 - Attached Wells Fargo Bank checking accounts x 2.
 - GAL Worth will be filing Rule 33 Fee Statement.
 - **September 11, 2019** – CARR regarding Fourth Annual Account and First Response.
 - After review of this information provided along with other information in the court file, this Account is NOT being recommended for approval until the below listed items have been addressed: Previous CARR requested bank information for Chase Investment Account, Wells Fargo Bank accounts x 2. Response filed on July 11, 2019, did not include the Chase Investment Account. It included the Wells Fargo Accounts but the statements provided were not for the proper date.
 - **October 28, 2019** – Entrust response to CARR with explanations. Acknowledgement of errors: Attached copies of Chase Investment account and Wells Fargo Bank accounts x 2.
 - **July 23, 2020** – Entrust filed Petition for Approval of Fifth and Final Conservator Account.

The inaccuracies and incompleteness of Entrust's Conservator's accountings in this matter, appear to be more than just innocuous mistakes that any fiduciary could make. Rather, the issues noted in the accountings, as pointed out by the Court's Accountant, seem to be repetitive and it took several CARRs before Entrust finally corrected the accountings, which suggests a pattern of lack of diligence.

2. *PB2014-051543 - Ellis*

Entrust, by and through its authorized officer, Price, was appointed as Conservator for Ellis on September 4, 2014, per Letters issued.

The Order Appointing Conservator for an Adult, dated September 4, 2014, pertinently:

D. The Conservator shall account to the Court for the administration of the Estate at least annually on the anniversary of the Conservator's qualification as Conservator as required by A.R.S. §14-5419.

A.R.S. §14-5419. Accounts: definition

A. Except as provided pursuant to subsection F of this section, every conservator must account to the court for the administration of the estate annually pursuant to rules adopted by the supreme court and on termination of the protected person's minority or disability, except that for good cause shown on the application of an interested person, the court may relieve the conservator of filing annual or other accounts by an order entered in the minutes.

The Order to Conservator and Acknowledgement, dated September 4, 2014, signed by Price, pertinently:

The welfare and best interest of the person named above ("your ward") are matters of great concern to this Court. By accepting appointment as conservator you have subjected yourself to the power and supervision of the Court. Therefore, to assist you in the performance of your duties, this order is entered. You are required to be guided by it and comply with its provisions, as it relates to your duties as conservator for your ward to your duties as his/her conservator as follows:

Annual Accountings must be filed with the Court. Unless otherwise ordered by the Court, your first accounting must reflect all activity relating to the conservatorship from the date your letters of conservator, whether temporary or permanent, were first issued through and including the last day [sic] of the ninth month after the date your letters of permanent conservator were issued and must be filed with the Court on or before the first anniversary date of the issuance of your letters of permanent conservator.

Unless otherwise ordered by the Court, all subsequent accountings shall reflect all activity relating to the conservatorship estate from the ending date of the most recent previously filed accounting through and including the last date of the twelfth month thereafter and must be filed with the Court on or before the anniversary date of the issuance of your letters of permanent conservator.

Pertinent to the Conservator's Annual Accounting on June 3, 2018, the Court issued a notice that conservators are required to submit an Annual Accounting to the Court, as previously ordered. Court records indicate that the Annual Accounting were due in this case no later than September 30, 2018. Price and Entrust failed to file the Annual Accounting in accordance with the Court's Order and deadline of September 30, 2018.

On October 24, 2018, the Court issued Entrust a notice that on or before October 16, 2018 [sic], Entrust was required to file with the Court the Annual Accounting, as previously ordered by the Court. A review of the Court's records in this matter indicates the Court has not received this document, and therefore "that [Entrust] failed to comply with this Court's Order. To avoid any contempt proceedings for failure to comply with the Court's Order, Entrust must file the Annual Accounting on or before December 19, 2018. There was no record that Price and Entrust filed the annual accounting by the Court's deadline.

On February 27, 2019, the Court issued a Minute Entry setting a Status Conference. The Court stated that the Court has been advised by the Probate Examiner that the Guardian/Conservator failed to file an Annual Accounting and Annual Report of Guardian and Medical Report as previously ordered. The court set a Status Conference to discuss Entrust/Price's non-compliance on March 25, 2019. A few days before the Status Conference, Entrust, by and through counsel, filed the Conservator's Annual Accounting on March 21, 2019.

3. PB2012-070876 - Glaze

Entrust was appointed as Conservator for Glaze on April 4, 2014, per Letters issued.

The Order Appointing Limited Guardian and Permanent Conservator of an Adult, dated April 4, 2014, pertinently:

IT IS THEREFORE ORDERED:

8. Within 90 calendar days of the appointment date, the Conservator must prepare and file with the Clerk of the Court a detailed budget for the current year. A new budget must be prepared and filed with the Annual Accounting for each year thereafter. Rule 30.3, A.R.P.P.²⁸
11. The Conservator shall report to the Court on the administration of the protected person's property by filing an annual accounting, and petitioning the court for approval of the accounting on or before the anniversary of qualifying as conservator in accordance with A.R.S. § 14-5419.

Pertinent to the Conservatorship, the Order to Guardian and Conservator and Acknowledgement, dated April 4, 2014, signed by Price:

The welfare and best interest of the person named above ("your ward") are matters of great concern to this Court. By accepting appointment as conservator you have subjected yourself to the power and supervision of the Court. Therefore, to assist you in the performance of your duties, this order is entered. You are required to be guided

²⁸ Arizona Rules of Probate Procedure.

by it and comply with its provisions, as it relates to your duties as conservator for your ward to your duties as his/her conservator as follows:

7. Establish a budget...
9. Annual Accountings must be filed with the Court. Unless otherwise ordered by the Court, your first accounting must reflect all activity related to the conservatorship from the date your letters of conservatorship, whether temporary or permanent, were first issued and must be filed with the Court on or before the first anniversary date of issuance of your letters of permanent conservator.

Unless otherwise ordered by the Court, all subsequent accountings shall reflect all activity related to the conservatorship estate from the ending date of the most recent previously filed accounting through and including the last date of the twelfth month thereafter and must be filed with the Court on or before the anniversary date of the issuance of your letters of permanent conservator.

On July 7, 2014, Entrust, by and through counsel, filed with the Court a Motion for Extension of Time to File Inventory Conservator's Budget. On July 16, 2014 the Court extended the time to file the Conservator's Budget "from July 4, 2014 to thirty (30) days after the receipt of the Maricopa County Public Fiduciary's final accounting..."

On July 21, 2014, the Maricopa Public Fiduciary filed with the Court the Final Conservator's Account and for discharge of the temporary conservator.

To be in compliance with the Court's July 16, 2014, Order, Entrust was required to file the Estate Budget on or before August 20, 2014. However, Price and Entrust did not file the Estate Budget 30 days after receipt of the Maricopa County Public Fiduciary's final accounting.

There is no Court record demonstrating that Price and Entrust filed the Conservator's Estate Budget.

On December 31, 2017, the Superior Court Administration issued a reminder to Entrust, stating in part, that Conservators are required to submit an Annual Accounting to the Courts, as previously Ordered. Court records indicate that the Annual Accounting is due in this case no later than April 30, 2018. Price and Entrust did not file the Annual Accounting by the Court's deadline of April 30, 2018.

On May 17, 2018, the Superior Court Administration issued notice to Entrust stating that on or before May 14, 2018 [sic], Entrust was required to file with the Court the Annual Accounting, as previously ordered by the Court. A review of the Court's records in this matter indicates that the Court has not received this document, and therefore, "that [Entrust] failed to comply with this Court's Order." In order to avoid any contempt proceedings for

failure to comply with the Court's Order, Entrust was Ordered to file the Annual Accounting on or before June 29, 2018. On June 25, 2018, Entrust, by and through counsel, filed the Fourth Annual Accounting.

On December 20, 2019, the Superior Court Administration issued a notice to Entrust stating that on or before April 30, 2018 (per the Court's December 31, 2017 notice), Entrust was required to file with the Court the Annual Accounting, as previously Ordered by the Court. A review of the Court's records in this matter indicates that the Court has not received this document, and therefore "that [Entrust] failed to comply with this Court's Order." In order to avoid any contempt proceedings for failure to comply with this Court's Order, Entrust was Ordered to file the Annual Accounting on or before February 5, 2020. There was no record demonstrating that Entrust filed the Annual Accounting (5th Annual Accounting) with the Court on or before February 5, 2020, as Ordered. On September 16, 2020, Entrust filed with the Court the Fifth Conservator's Accounting and the Sixth Conservator's Accounting.

4. PB2014-001721-Heavin

On April 29, 2014, Entrust, by and through its authorized officer, Price, was appointed as Successor Personal Representative for decedent Heavin's estate, per Letters issued.

The Court's Minute Entry, dated April 30, 2014 required Price and Entrust to "[f]ile or provide proof of mailing of an inventory and appraisal within 90 days" [original emphasis]

The Order to Successor Personal Representative and Acknowledgement and Information to Heirs, dated May 1, 2014, signed by Commissioner Lori Bustamonte and Price, pertinently:

The best interest of this estate is of great concern to this Court. As Personal Representative, you are subject to the power of the Court. Therefore, to help avoid problems and to assist you in your duties, this Order is entered. You are required to be guided by this Order and to obey it.

DUTIES OF THE PERSONAL REPRESENTATIVE:

- 10. INVENTORY ASSETS.** Within 90 days after your Letters of Personal Representative are issued, you must prepare an inventory or list of the decedent's probate assets and their values as of the date of death. See A.R.S. §14 - 3706.
- 11. CLOSE THE ESTATE.** After the distribution of the estate has been completed, the estate must be closed, either formally or informally. In an informal closing a copy of the Closing Statement is filed with the Court and must be sent to all persons

receiving a distribution from the estate. See A.R.S. §14-3933. For a formal closing, see A.R.S. §14-3931 and 14-3932. Usually, the Court expects the estate to be completely administered and closed within six (6) months to one (1) year of the initial appointment as Personal Representative. [original emphasis]

Price and Entrust did not file the Inventory & Appraisalment within 90 calendar days, as previously Ordered by the Court.

On September 16, 2014, the Court issued a Minute Entry involving an Order to Show Cause hearing on October 21, 2014, but if Price and Entrust were to file the Inventory and Appraisalment before October 7, 2014, then the hearing would be vacated.

On October 14, 2014, Entrust, by and through counsel, filed with the Court a Response to September 16, 2014, Minute Entry; and Request to Vacate October 21, 2014 Order to Show Cause Hearing. Entrust argued that the previous Personal Representative filed an Inventory²⁹ just shortly before Entrust was appointed and such inventory reflects the assets and values as of the date of death, therefore there is no need for Entrust to file an additional inventory.

On October 21, 2014, the Court issued a Minute Entry vacating the Order that Entrust prepare and file an inventory and vacated the Order to Show Cause hearing.

Although Entrust filed the Response with the Court on October 14, 2014 and the Court subsequently granted Entrust's request to not file the inventory and appraisalment, it seems that Entrust could have possibly avoided some of the actions that were subsequently and unnecessarily taken regarding the issue.

To illustrate, on April 29, 2014, Entrust, by and through its authorized officer, Price, was appointed as Successor Personal Representative. Price appeared telephonically and she was represented by her attorney, Ferris. The corresponding Minute Entry reflected, in part, the Court's Order that Entrust, "File or provide proof of mailing of an inventory and appraisalment within 90 days." [original emphasis]

Court records demonstrate that Lloyd Dale Heavin Sr., was appointed as Personal Representative of the Estate on March 3, 2014, per Letters issued. He was subsequently ordered by the Court to file an inventory and appraisalment although there appears to have been one Order indicating that an inventory and appraisalment had to be filed with the Court within 30 days of appointment and another Order stating that an inventory and appraisalment had to be filed with the Court within 90 days of the appointment.

²⁹ Lloyd Dale Heavin, Sr., Personal Representative of the Estate at that time, filed with the Court an Inventory of the estate, in PB201-001721.

On April 3, 2014, Lloyd Dale Heavin Sr., by and through counsel, filed with the Court an Inventory.

In probate matters, it is common that with an appointment of a successor personal representative, the successor is required to provide an inventory and appraisal to document what assets the successor personal representative was responsible for administering at the time of appointment as successor personal representative. Therefore, the Court ordered that Entrust file an inventory and appraisal.

It appears that Entrust did not address the matter of the previously appointed personal representative having already filed with the Court an inventory and appraisal at the time Entrust was appointed as Successor Personal Representative and did not seek direction from the Court as to whether Entrust should proceed with filing its own inventory and appraisal, as Ordered. Instead, Entrust resolved the inventory issue after the Court issued a Minute Entry on September 16, 2014 at which time the Court pointed out that Entrust had failed to comply with the Court's Order to file an inventory and appraisal and scheduled an Order to Show Cause Hearing. Entrust then filed a response to the Court's Minute Entry and the Court consequently issued another Minute Entry vacating that Entrust had to file an inventory and appraisal and vacating the Order to Show Cause Hearing.

Court records show that on September 26, 2016, Christopher Heavin,³⁰ by and through counsel, Terrance Woods ("Woods") filed with the Court a Request for Status, Inventory and Accounting. The document noted, in part, that around the time on or about August 3, 2015, Christopher Heavin's counsel, at the time, informed Ferris, on behalf of Price and Entrust, that Christopher Heavin had accepted the position of Successor Trust in place of Entrust, and that around that time, Ferris represented that the only remaining tasks for Entrust as Personal Representative of the Estate were distributive, involving three stock funds, and the parties agreed that Entrust would remain in the position of Personal Representative to complete distributions and close the Estate.

Woods, for Christopher Heavin, stated that there were no billing statements from Entrust indicating any action taken on the transfer of stock owned by Decedent to the Trust. Woods also stated that Entrust failed to provide an inventory of assets remaining to be distributed to the Trust, an accounting or even a status of what has been done and what remains to be done to make the distributions of remaining assets and to close the estate. Woods said Entrust failed to communicate any information to Christopher Heavin and/or his attorneys for over four months prior to the filing of this Petition and that Entrust engaged in unreasonable conduct by failing to communicate and forcing Christopher Heavin to file a Petition.

³⁰ On August 14, 2015, Christopher Heavin was appointed as Successor Trustee of the Lloyd Dale Heavin Jr. Living Revocable Trust Dated March 31, 2004.

There was no record of a response to the petition from Entrust.

The Court issued a Minute Entry, dated November 22, 2016, wherein, in part, the Court addressed the inventory filed by the previous Personal Representative. The Court Ordered Entrust on or before December 19, 2016, to file a status report, an estimated time of completion for any remaining tasks, and an accounting of the assets of the estate.

On December 16, 2016, Entrust, by and through counsel, filed a Status Report to the Court Pursuant to Minute Entry Dated November 21, 2016. Entrust noted the status of remaining tasks to finalize the administration of the estate:

- Remaining asset, UPS, stock has already been liquidated and Entrust will turn over the cash to the Successor Trustee at the time the final accounting is submitted
- Entrust is awaiting the completion of the final tax return for the Estate by the accountant
- Entrust will have its final accounting completed by January 31, 2017 and submitted to the Successor Trustee

Entrust requested that the Court allow sufficient time, until January 31, 2017, to have the tax return finalized and to complete the final accounting and turnover the stock proceeds to the Successor Trustee, Christopher Heavin.

On January 31, 2017, the Court issued a Minute Entry, Ordering that the deadline for Entrust to complete the remaining administrative tasks is January 31, 2017. The Court set an internal review on February 14, 2017, to determine compliance.

There is no Court record of Entrust completing the remaining administrative tasks by January 31, 2017.

The following year, on June 7, 2018, the Superior Court Administration issued a notice to Entrust stating that this decedent's estate case has been open for two years or more. No Closing Statement or Petition for Formal Closing has been filed. The Court stated:

IT IS HEREBY ORDERED that the Personal Representative file either an appropriate Closing Statement or a Petition for Formal Closing or Status Report on or before August 31, 2018.

If a Status Report is filed, the report must set forth the tasks that remain to be completed in administering this estate and a proposed date for accomplishing each of those tasks.

The Court also warned, partly, that failure to obey the above order may result in the Court removing the Personal Representative, revoking the letters of authority and closing the probate without discharging the Personal Representative from personal liability or

exonerating the bond. The Court stated that if the Personal Representative is unable to carry out the duties required of a Personal Representative and complete the administration of this estate, a Petition for Appointment of a Successor Personal Representative may be filed by an heir, beneficiary, or other person or entity interested in this Estate.

There was no court record demonstrating that Entrust filed either a Status Report, Closing Statement, or filed a Petition for Formal Closing.

Allegation 3 is substantiated.

Allegation 4:

Lisa Price and Entrust Fiduciary Services, Inc., did not avoid self-dealing or the appearance of self-dealing and impropriety.

Price's and Entrust's conduct involving the return of the ward/protected person's property after Entrust was substituted as guardian and discharged as conservator for Kulikov, demonstrates self-dealing and/or the appearance of self-dealing and impropriety.

ACJA §7-202(J)(2)(b)(1) bars fiduciaries from self-dealing or engaging in the appearance of self-dealing or impropriety.

Relationship with the Ward or Protected Person. The fiduciary shall exhibit the highest degree of trust, loyalty, and fidelity in relation to the ward, protected person, or estate.

The fiduciary shall:

Avoid self-dealing, conflict of interest impropriety, or the appearance of a conflict of interest or impropriety. Self-dealing, a conflict of interest, or impropriety arises when the fiduciary has some personal or agency interest other individuals may perceive as self-serving or adverse to the position or best interest of the ward, protected person, or decedent. A conflict of interest may also arise if the fiduciary has dual or multiple relationships with a ward that conflict with each other or has a conflict between or among the best interests of two or more wards.

ACJA §7-202(J)(5)(h):

Conservatorship. The fiduciary acting as conservator for the estate shall provide competent management of the property and income of the estate. The fiduciary shall exercise the highest level of fiduciary responsibility, intelligence, prudence, and diligence in the discharge of all duties. A fiduciary shall avoid any self-interest in the discharge of this duty.

The fiduciary shall have no self-interest in the management of the estate and shall exercise caution to avoid even the appearance of self-interest.

The National Guardianship Standards for Qualifications for Court-Appointed Guardians define a National Master Guardian as "an individual who has met the qualifications established by the Center for Guardianship Certification."

Guidelines:

A national master guardian:

1. Shall meet the Master guardian qualifications as established by the Center for Guardianship Certification.
2. Shall follow the NGA Ethical Principles.
3. Shall follow the NGA Standards of Practice.

The National Guardianship Association Definitions:

CONFLICT OF INTEREST -

Situations in which an individual may receive financial or material gain or business advantage from a decision made on behalf of another. Situations that create a public perception of a conflict should be handled in the same manner as situations in which an actual conflict of interest exists.

NGA Standard 20 – Conflict of Interest: Estate, Financial, and Business Services:

The guardian shall avoid all conflicts of interest and self-dealing or the appearance of a conflict of interest and self-dealing when address the needs of the person under guardianship. Impropriety or conflict of interest arises where the guardian has some personal or agency interest that can be perceived as self-serving or adverse to the position or best interest of the person. Self-dealing arises when the guardian seeks to take advantage of his or her position as a guardian and acts for his or her own interests rather than for the interests of the person.

The guardian may not sell, encumber, convey, or otherwise transfer the person's real or personal property or any interest in that property to himself or herself...in which the guardian has a substantial financial interest.

As detailed in Allegation 3, during the Second Interview, Division staff asked Price about the various silver coins, silver bars, and collector's coins that Entrust vaguely documented in the Inventory and Appraisal Entrust filed with the Court on December 24, 2013. Price was asked about the location of the silver coins, silver bars, and collector's coins after

Entrust was substituted/discharged as the fiduciary for Kulikov. Price told Division staff that she continued to hold the coins and bars in her safe at the request of Myers. Price said that Myers asked Price to keep the coins and bars in her possession because Myers did not want them shipped to her and said that Myers would pick up the coins and silver bars the next time she came to Arizona.

Myers disputes Price's version of events involving Price holding the silver coins, silver bars and collector's coins. Myers denied that she ever requested that Price hold the coins and bars.

Entrust, by and through counsel, filed with the Court on February 14, 2020, a petition to terminate the conservatorship, discharge of the conservator, and exoneration of conservator's bond. Kulikov's assets had been spent down and all Trust assets were distributed to and expended for Kulikov's benefit, according to the petition. Myers was appointed as guardian for her mother in June 2020.

By December 10, 2021, Price continued to hold Kulikov's silver coins, silver bars and collector's coins in Price's safe.

ACJA §7-202(J)(3)(e):

The fiduciary shall recognize their decisions are open to the scrutiny of other interested parties and, consequently, to criticism and challenge. Subject to orders of the court, the fiduciary alone is ultimately responsible for decisions made on behalf of the ward, protected person, or estate. The fiduciary shall maintain accurate and complete records to support the decisions made in the administration of a case, in compliance with court rules and the applicable sections of the Arizona Code of Judicial Administration.

Division staff requested documentation from Price that demonstrated Myers asked Price to hold the silver coins, silver bars and collector's coins in Price's possession after Entrust was substituted as the fiduciary for Kulikov.

In a letter to the Division, dated December 17, 2021, Tasopoulos, counsel for Price and Entrust, stated the following:

"Ms. Price cannot locate documentation at this time, demonstrating Ms. Elizabeth Meyers' [sic] request to have Entrust store the silver coins, silver bars, collector's coins and various other coins/currency. Ms. Price has recollection of a verbal conversation with Ms. Meyers [sic] regarding the request."

Tasopoulos wrote that photograph filed named 202111217_072834.jpg was taken on December 17, 2021 to show documentation that the silver coins, silver bars, collector's

coins and various other coins/currency are still being held for safe keeping with Entrust. See image below:



Price's version of the events involving Entrust keeping Kulikov's silver coins, silver bars, collector's coins, and other coins/currency at Myer's request is disputed by Myers. Myers denied ever making any arrangement with Price to hold the coins, silver bars and other coins and currency.

Price was unable to provide any supporting documentation of any such arrangement with Myers. Further, Price's version of the circumstances contends that she held the coins, silver bars, and other coins and currency for the last 1.5 (one and one half) years because she has still not heard from Myers. Price's explanation belies common sense. It befits a professional licensed fiduciary to make all reasonable efforts to ensure that a ward or protected person's property is relinquished and is not held by the fiduciary after the Court has substituted or discharged a fiduciary from a probate matter. There is no indication that Price and Entrust followed up with Myers in the 1.5 (one and one half) years that Entrust has held the property to inquire as to when Myers will come to get the coins or as to how to proceed to close out this situation.

Price's and Entrust's conduct can be perceived by others as self-serving or adverse to the best interest of the ward or protected person, per ACJA §7-202(J)(2)(b)(1). The facts suggest that Price and Entrust acted with self-interest or the appearance of self-interest, self-dealing and impropriety.

Allegation 4 is substantiated.

Allegation 5:

Lisa Price and Entrust Fiduciary Services, Inc., failed to meet the minimum standard for visiting the ward.

Entrust was appointed as Kulikov's temporary guardian on September 20, 2013, per Letters issued and as permanent guardian for Kulikov on April 9, 2015, per Letters issued.

On or about June 3, 2020, the Court approved the substitution of guardianship and appointed Kulikov's daughter, Elizabeth Myers, as Successor Guardian, per the Minute Entry and Order of the same date.

ACJA §7-202(J) sets out the minimum standards when a fiduciary must visit a ward who resides out of county or state. The standard is established to ensure that wards distant from their guardians are physically seen by the guardian or fiduciary's "qualified representative," if those wards are out of county or state.

ACJA §7-202(J)(4):

4. Guardianship. The fiduciary acting as guardian shall assume legal custody of the ward and shall ensure the ward resides in the least restrictive environment available. The fiduciary or the fiduciary's qualified representative, if the ward is located outside the county or state, shall visit the ward no less than quarterly and as often as is necessary to ensure the client's well-being. The fiduciary shall assume responsibility to provide informed consent on behalf of the ward for the provision of care, treatment and services and shall ensure this care, treatment and services represent the least restrictive form of intervention available. [emphasis added]

ACJA §7-202(J) does not identify a minimum standard of guardian visitation to wards who are in county or state. However, if the "no less than quarterly" minimum standard applies to visiting ward due to distance then wards who live in the same county and state of the fiduciary should be routinely visited at least quarterly.

There are additional existing guardian visitation guidelines that serve to inform a guardian's visitation. For example, ACJA §3-303(D)(3)(c)(3), Statewide Fee Guidelines,³¹ allows licensed fiduciaries serving as Court-appointed guardians or conservators to bill the estate for one "routine" personal visit per month to a ward or protected person.

ACJA §3-303(D)(3)(c)(3):

Common fiduciary services rendered in a routine guardianship or conservatorship engagement. The fiduciary shall provide a reasonable explanation for exceeding these services. The common fiduciary services are:

- (3) One routine personal visit per month by the fiduciary to the ward or protected person;

The National Guardianship Association Standards of Practice, Standard 13(IV):

IV. The guardian shall visit the person no less than monthly.

- A. The guardian shall assess the person's physical appearance and condition and assess the appropriateness of the person's currently living situation and the continuation of existing services, taking into consideration all aspects of social, psychological, educational, direct services, and health and personal care needs as well as the need for additional services.

Price and Entrust failed to meet the "at least quarterly" minimum visitation standards set out in ACJA §7-202(J)(4) for Kulikov who lived within the same county as Price.

Entrust's records show that Price last visited Kulikov on March 23, 2018, when Price accompanied the ward to a medical appointment. Entrust's non-licensed support staff, Thomas, traveled to Amethyst Gardens on August 23, 2018, involving an ALTCS "interview with client."

In the Second Interview, Division staff asked Price about her understanding of what was required of licensed fiduciaries/guardians regarding visitation with wards. Price did not believe there was a minimum visitation standard, and said the code allowed her to delegate visitation to Entrust's wards to non-licensed staff and to contracted services such as Littlejohn who Entrust retained to provide geriatric case management services for Kulikov. Price clarified that she was not delegating decision-making authority to her non-licensed staff or to contracted care managers.

Price told Division staff that for a period, Kulikov went to California and stayed with a relative, but Price did not specify when this occurred. Records appear to show that it was in May 2015.

³¹ ACJA Section 3-303: Professional Services: Statewide Fee Guidelines and Competitive Bids

There is no rule, code, or statute that prohibits a licensed fiduciary from sending a non-fiduciary employee to visit a ward and report or to have a contracted service provider visit a ward and report. However, licensed fiduciaries serving as guardians for wards must abide by the code of conduct pursuant to ACJA §7-202(J) and therefore cannot forgo visitation to wards, utilize non-fiduciary staff to perform guardianship visits by proxy, thereby essentially relinquishing the fiduciary's responsibility to visit the ward.

ACJA §3-303(D)(3)(c)(3) identifies "common fiduciary services in a routine guardianship..." and allows "One routine personal visit per month by the fiduciary to the ward..." ACJA §7-202(J)(4), Guardianship, sets forth that the fiduciary or the fiduciary's qualified representative, if the ward is located outside the county or state, shall visit the ward no less than quarterly..." The National Guardianship Association Standards of Practice, Standard 13 IV states that "[t]he Guardian shall visit the person no less than monthly" and that during visits, the guardian shall assess the person's physical appearance and condition and assess the appropriateness of the person's current living situation...

Additionally, A.R.S. §14-5315(C)(2) and (3), identifies the reporting requirement of the Annual Report of Guardian, which includes:

1. The number of times the guardian has seen the ward in the last twelve months.
2. The date the guardian last saw the ward.

The Annual Report of Guardian that Entrust filed with the Court on September 14, 2015, asks the number of visits the Guardian has made in the last 12 months: See below:

7. GUARDIANSHIP STATUS.

A. Number of visits the Guardian has seen the Ward in the last 12 months: 4

B. Date of the last visit: 5-7-15 by case manager

The Annual Report of Guardian that Entrust filed with the Court on September 14, 2016. See below:

6. Information about the Guardianship.

Number of times the Guardian has seen the Protected Person in the last year:

The ward was seen by the guardian or her staff twenty-one(21) times during the

account period.

The Annual Report of Guardian that Entrust filed with the Court on October 16, 2019. See below:

1. The undersigned was appointed as Guardian and Conservator in this matter on:
August 30, 2013

3. How many times did you visit the ward during the past year?

The ward is visited by case management staff approximately every two weeks

In addition, the information regarding the guardianship visits to the ward, as represented by Price and Entrust, in the three referenced Annual Report of Guardian, are incorrect and potentially misleading. The Division reviewed Entrust's billing records and found those were inconsistent with the information Entrust filed with the Court as to the number of times the guardian saw the ward, during the reporting period, even if considering Entrust's non-licensed staff.

Entrust was appointed as temporary guardian for Kulikov on September 13, 2013. Entrust did not file an Annual Report of Guardian for the period from September 13, 2013 through September 13, 2014. Billing records showing visitation from September 13, 2013 through September 13, 2014:

2013:

- October 2, 2013 -- Lisa Price

2014:

- February 26, 2014 -- Lisa Price
- May 6, 2014 -- Lisa Price

On April 6, 2015, the Court set a deadline of August 31st of each year for Entrust to file the Annual Report of Guardian.

In the September 14, 2015, Annual Report of Guardian filed with the Court, Entrust identified the period as the period from April 9, 2015, through May 31, 2015, and documented that the fiduciary or her staff visited Kulikov 12 (twelve) times, with the last visit taking place on May 7, 2015. If the reporting period is accurate, Entrust did not visit the ward 12 times from April 9, 2015, through May 31, 2014. If the reporting period should read from April 9, 2014 through May 31, 2015, it exceeds the 12 (twelve) month reporting period.

Entrust billing records for the period from September 13, 2014 through September 13, 2015:

2015:

- ⊗ June 9, 2015 – Lisa Price
- ⊗ June 29, 2015 - Lisa Thomas
- ⊗ July 1, 2015 – Lisa Price
- ⊗ July 8, 2015 – Lisa Price
- ⊗ September 2, 2015 – Devin Price
- ⊗ September 2, 2015 – Lisa Price

There were six (6) visits in that period and there was no billing record of a visit by Entust on May 7, 2015, as reported in the Annual Report of Guardian.

The Annual Report of Guardian filed with the Court on September 14, 2016 did not identify a reporting period and reported 21 (twenty-one) visits. However, using September 13, 2015 through September 14, 2016:

2015:

- ⊗ September 22, 2015 – Lisa Price
- ⊗ October 30, 2015 – Devin Price
- ⊗ October 28, 2015 – Lisa Price

2016:

- ⊗ January 20, 2016 – Lisa Price
- ⊗ April 19, 2016 – Lisa Price
- ⊗ April 27, 2016 – Lisa Price
- ⊗ May 11, 2016 – Lisa Price
- ⊗ May 17, 2016 – Lisa Price
- ⊗ June 10, 2016 – Lisa Price
- ⊗ June 14, 2016 – Lisa Price
- ⊗ June 14, 2016 – initials AMR
- ⊗ June 15, 2016 – AMR
- ⊗ July 6, 2016 – AMR
- ⊗ July 20, 2016 – AMR
- ⊗ July 25, 2016 – AMR
- ⊗ August 19, 2016 – AMR
- ⊗ August 27, 2016 - AMR

Billing records demonstrate that there were 17 (seventeen) visits by Price and a non-fiduciary staff member between September 13, 2015 through September 13, 2016.

Entrust did not file with the Court the Annual Report of Guardian for the years 2017 and 2018. Billing records for September 13, 2016 through September 13, 2017:

2016:

- * **October 6, 2016 – AMR**
- * **November 2, 2016 – AMR**
- * **November 4, 2016 – AMR**
- * **November 7, 2016 – AMR**
- * **November 8, 2016 – AMR**
- * **November 22, 2016 – AMR**
- * **December 29, 2016 – AMR**

2017:

- * **January 5, 2017 – AMR**
- * **January 19, 2017 – AMR**
- * **January 23, 2017 – AMR**
- * **March 6, 2017 – AMR**
- * **March 21, 2017 – AMR**
- * **March 22, 2017 – AMR**
- * **April 3, 2017 – AMR**
- * **April 12, 2017 – AMR**
- * **April 17, 2017 – AMR**
- * **April 24, 2017 – AMR**
- * **May 6, 2017 – AMR**
- * **May 7, 2017 – AMR**
- * **May 16, 2017 – AMR**
- * **May 22, 2017 – AMR**
- * **May 24, 2017 – AMR**
- * **June 7, 2017 – AMR**
- * **July 5, 2017 – AMR**
- * **July 6, 2017 – AMR**

For the remainder of 2017, Entrust staff member AMR saw Kulikov on October 10, 2017, and October 13, 2017.

From October 6, 2016 through July 6, 2017, there was no record of Price visiting her ward, Kulikov.

In 2018, Price saw Kulikov on January 9, 2018, January 13, 2018, and last saw Kulikov on March 23, 2018. Thomas saw Kulikov on August 23, 2018.

Entrust filed with the Court the Annual Report of Guardian on October 16, 2019 wherein Price documented that Kulikov was being seen every two weeks by the contracted case manager. Therefore, Price and Entrust allowed the case manager's (Littisjohn) visits to be substituted for the guardian's visit, consistent with Price's statements to the Division that she believed that the ACJA allowed the Court-appointed guardian to delegate visitation of Entrust's wards to non-licensed staff and to contracted services.

Allegation 5 is substantiated.

ANALYSIS OF ALLEGATIONS:

Allegation 1: Lisa Price and Entrust Fiduciary Services, Inc., failed to provide written responses to regulatory complaints, in violation of ACJA § 7-201 (F)(4) and (H)(3)(c).

ACJA §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

ACJA §7-201(H)(6)(a), (c), (h) and (k)(6):

6. Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA.

c. Failed to cooperate with or supply information to the director, deputy director, division staff or board by the specific time stated in any request

h. Exhibited incompetence in the performance of duties

k. Engaged in unprofessional conduct, including:

(6) Failed to practice competently by use of unsafe or unacceptable practices

ACJA §7-201(H)(3)(c):

c. Certificate Holder's Response to Notification of Complaint. The certificate holder shall provide a written response to the complaint within thirty days of the notification of the complaint. The board shall not proceed with disciplinary action without providing the certificate holder the complaint and an opportunity to respond to the complaint, except in a matter regarding an emergency suspension pursuant to subsection (H)(9)(d). Failure by the certificate holder to accept notification of a

complaint or failure to respond to the complaint shall not prevent division staff from proceeding with an investigation and the board from taking any disciplinary action.

ACJA §7-201(F)(4), pertinently:

- 4. Response. A certificate holder shall respond by the specific time stated in any request for information from, and shall provide documents to the director, deputy director, division staff, or board pertaining to certification, renewal of certification, complaints alleging acts of misconduct or violations by the certificate holder, investigative inquiries and compliance audits or defensive driving course monitorings of the practice of the certificate holder.**

Failure to comply with this subsection by a certificate holder constitutes grounds for discipline, pursuant to subsection (H)(6)(c) or denial of renewal of certification pursuant to subsection (G)(3) and (G)(4).

As detailed in Allegation 1 of this Investigation Summary, Price and Entrust failed to submit written responses to the following Complaint Nos:

- 1. 19-0001/19-0002**
- 2. 19-0003/19-0004**
- 3. 19-0013/19/0014**
- 4. 19-0022/19-0023**

Allegation 1 is substantiated.

Allegation 2: Lisa Price and Entrust exhibited incompetence in the performance of duties and by use of unacceptable fiduciary practices including failure to communicate, timely communicate, cooperate, work collaboratively with other professionals; and/or demonstrating negligence and lack of diligence to fiduciary duties.

ACJA §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

ACJA §7-201(A). Definitions.

“Minimum competencies” means having the required skills for an adequate level of performance”

“Negligence” means deviation from the standard of care a reasonable certificate holder would exercise in the situation.

ACJA §7-201(H)(6)(a), (h) and (k)(6),(7), and (8):

6. Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA

h. Exhibited incompetence in the performance of duties

k. Engaged in unprofessional conduct, including:

(6) Failed to practice competently by use of unsafe or unacceptable practices

(7) Failed during the performance of any responsibility or duty of the profession or occupation to use the degree of care, skill and proficiency commonly exercised by the ordinary skillful, careful and prudent professional certificate holder engaged in similar practice under the same or similar conditions regardless of any level of harm or injury to the client or customer;

(8) Failed to practice competently by reason of any cause on a single occasion or on multiple occasions by performing unsafe or unacceptable client or customer care or failed to conform to the essential standards of acceptable and prevailing practice;

As detailed in Allegation 2 of this Investigation Summary, Price and Entrust, exhibited incompetence in the performance of duties and engaged in unacceptable fiduciary practice.

The pattern of practice was revealed by:

- Failure to communicate, timely communicate, and cooperate with professionals.**
- Lack of diligence to fiduciary duties.**
- Failure to provide or ensure that reports and financial accounts filed with the Court were timely, complete, and accurate.**
- Failure to timely update contact information on the business' website.**

Allegation 2 is substantiated.

Allegation 3: Lisa Price and Entrust Fiduciary Services, Inc., failed to provide or ensure that reports and financial accounts filed with the Court were timely, complete, and accurate.

ACJA §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

ACJA §7-201(A). Definitions.

"Minimum competencies" means having the required skills for an adequate level of performance".

"Negligence" means deviation from the standard of care a reasonable certificate holder would exercise in the situation.

ACJA §7-201(E)(6)(a), (h) and (k)(6):

6. Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA

h. Exhibited incompetence in the performance of duties

k. Engaged in unprofessional conduct, including:

(6) Failed to practice competently by use of unsafe or unacceptable practices

ACJA §7-202(J)(1)(a) and (c)(2):

1. Duty to the Court.

a. The fiduciary shall perform all duties and discharge all obligations in accordance with current Arizona law, federal law, administrative rules, court orders, court rules, administrative orders, and the Arizona Code of Judicial Administration

(2) Provide or ensure that reports, notices, financial accounts, and other documents are timely, complete, accurate, understandable, in a form acceptable to the court, consistent with the requirements specified in Arizona law, court rule, and the applicable sections of the Arizona Code of Judicial Administration;

ACJA §7-202(J)(5)(k):

k. The fiduciary shall prepare complete, accurate and understandable accounts and inventories

A.R.S. §14-5418. Inventories and records

A. Within ninety days after appointment, a conservator shall prepare and file with the court an inventory of the assets of the protected person on the date of the conservator's appointment, listing it with reasonable detail and indicating the fair market value of each asset as of the date of appointment. The conservator shall attach to the inventory a copy of the protected person's consumer credit report from a credit reporting agency that is dated within ninety days before the filing of the inventory.

As detailed in Allegation 3 of this Investigation Summary, Price and Entrust failed to provide or ensure that reports and financial accounts filed with the Court were timely, complete, and accurate. This involved failing to file or timely file Annual Report of Guardian with Medical Report, Annual Conservator Account, Inventory and Appraisement.

Allegation 3 is substantiated.

Allegation 4: Lisa Price and Entrust Fiduciary Services, Inc., did not avoid self-dealing or the appearance of self-dealing and impropriety.

ACJA §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

ACJA §7-201(H)(6)(a), (h) and (k)(6):

6. Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA.

h. Exhibited incompetence in the performance of duties

k. Engaged in unprofessional conduct, including:

(5) Failed to practice competently by use of unsafe or unacceptable practices

ACJA §7-202(J)(2)(b)(1):

2. Relationship with the Ward or Protected Person. The fiduciary shall exhibit the highest degree of trust, loyalty, and fidelity in relation to the ward, protected person, or estate.

b. The fiduciary shall:

(1) Avoid self-dealing, conflict of interest impropriety, or the appearance of a conflict of interest or impropriety. Self-dealing, a conflict of interest, or impropriety arises where the fiduciary has some personal or agency interest other individuals may perceive as self-serving or adverse to the position or best interest of the ward, protected person, or decedent. A conflict of interest may also arise if the fiduciary has dual or multiple relationships with a ward that conflict with each other or has a conflict between or among the best interests of two or more wards.

ACJA §7-202(J)(5)(h):

5. Conservatorship. The fiduciary acting as conservator for the estate shall provide competent management of the property and income of the estate. The fiduciary shall exercise the highest level of fiduciary responsibility, intelligence, prudence, and diligence in the discharge of all duties. A fiduciary shall avoid any self-interest in the discharge of this duty.

h. The fiduciary shall have no self-interest in the management of the estate and shall exercise caution to avoid even the appearance of self-interest.

As detailed in Allegation 4 of this Investigation Summary, Price and Entrust engaged in self-dealing impropriety and/or the appearance of self-dealing and impropriety by keeping silver coins, silver bars, collector's coins, and various other coins and currency after Entrust was substituted as guardian for the ward and discharges as conservator for the estate.

Allegation 4 is substantiated.

Allegation 5: Lisa Price and Entrust Fiduciary Services, Inc., did not meet the minimum standard for the guardian's visits to the ward.

ACJA §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

ACJA §7-201(H)(6)(a), (h) and (k)(6):

6. Grounds for Discipline. A certificate holder is subject to disciplinary action if the board finds the certificate holder has engaged in one or more of the following

a. Failed to perform any duty to discharge any obligation in the course of the certificate holder's responsibilities as required by law, court rules, this section or the applicable section of the ACJA.

h. Exhibited incompetence in the performance of duties

k. Engaged in unprofessional conduct, including:

(6) Failed to practice competently by use of unsafe or unacceptable practices.

ACIA §7-202(J)(4):

4. **Guardianship.** The fiduciary acting as guardian shall assume legal custody of the ward and shall ensure the ward resides in the least restrictive environment available. The fiduciary or the fiduciary's qualified representative, if the ward is located outside the county or state, shall visit the ward no less than quarterly and as often as is necessary to ensure the client's well-being. The fiduciary shall assume responsibility to provide informed consent on behalf of the ward for the provision of care, treatment and services and shall ensure this care, treatment and services represent the least restrictive form of intervention available.

As detailed in Allegation 5 of this Investigation Summary, Price and Entrust failed to meet the minimum standard of visitation to ward, Kulikov. In 2018, the last guardian visit to the ward was on March 23, 2018. Entrust was the Court-appointed Guardian for Kulikov until June 2020. Between March 2018 and June 2020, the guardian did not visit the ward, in violation of ACIA §7-202(J)(4).

Allegation 5 is substantiated.



1/5/2022

Date

Certification and Licensing Division

REVIEWED BY:



1/6/2022

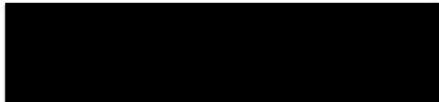
AARON NASH, Division Director Date
Certification and Licensing Division

DECISION OF THE PROBABLE CAUSE EVALUATOR:

Having conducted an independent review of the facts and evidence gathered during the course of the investigation of complaint number 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014, 19-0015/19-0016, 19-0022/19-0023, the Probable Cause Evaluator:

- requests division staff to investigate further.
- determines probable cause does not exist the certificate holder has committed the alleged acts of misconduct as to Allegation(s):

- determines probable cause exists the certificate holder committed the alleged acts of misconduct as to Allegation(s):
1, 2, 3, 4 and 5



Marcus Reinkensmeyer
Probable Cause Evaluator

01/05/2022

Date

**ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
ORDER OF THE BOARD**

**CERTIFICATE
HOLDER
INFORMATION**

Certificate Holder:	Lisa Price
Certification Number:	██████████
Business Name:	Entrust Fiduciary Services, Inc.
Certificate Number:	██████████
Type of Certificate/License:	Individual, Business Entity

RECOMMENDATION TO THE FIDUCIARY BOARD ("BOARD"):

Arizona Code of Judicial Administration ("ACJA") §7-201(F)(1) and §7-202(F)(1) require all fiduciaries to comply with the Code of Conduct contained in §7-202(J).

It is recommended the Board accept the finding of the Probable Cause Evaluator and enter a finding Lisa Price and Entrust Fiduciary Services, Inc. have committed the alleged act(s) of misconduct as detailed in this Investigation Summary and Probable Cause Analysis and Determination Report in complaint numbers 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014, 19-0022/19-0023.

It is further recommended the Board enter a finding grounds for formal disciplinary action exist pursuant to ACJA §7-201(H)(6) for act(s) of misconduct involving:

1. ACJA §7-201 (F)(4) and (H)(3)(c); 7-201(H)(6)(a), (c), (h) and (k)(6); and 7-201(H)(3)(c) for failing to provide written responses to regulatory complaints.
2. ACJA §7-201(H)(6)(a), (h) and (k)(6), (7), and (8) for incompetence in the performance of duties and by use of unacceptable fiduciary practices including failure to communicate, timely communicate, cooperate, work collaboratively with other professionals; and/or demonstrating negligence and lack of diligence to fiduciary duties.
3. ACJA §7-201(H)(6)(a), (h) and (k)(6); 7-202(J)(1)(a) and (c)(2); and 7-202(J)(5)(k) for failing to provide or ensure that reports and financial accounts filed with the Court were timely, complete, and accurate.
4. ACJA §7-201(H)(6)(a), (h) and (k)(6); 7-202(J)(2)(b)(1); and 7-202(J)(5)(h) for failing to avoid self-dealing or the appearance of self-dealing and impropriety.
5. ACJA §7-201(H)(6)(a), (h) and (k)(6); and 7-202(J)(4) for failing to meet the minimum standard for the guardian's visits to the ward.

It is further recommended the Board enter an order revoking the fiduciary licenses of Lisa Price and Entrust Fiduciary Services, Inc.

It is further recommended that any new or open complaints involving Lisa Price and Entrust Fiduciary Services, Inc. be held in abeyance pending final resolution of this matter.

SUBMITTED BY:



1/7/2022

Aaron Nash, Division Director Date
Certification and Licensing Division

FINAL DECISION AND ORDER – Lisa Price and Entrust Fiduciary Services, Inc.:

The Board having reviewed the above Investigation Summary and Probable Cause Analysis and Determination Report, finding of the Probable Cause Evaluator, and Recommendation regarding complaint number 19-0001/19-0002, 19-0003/19-0004, 19-0013/19-0014, 19-0022/19-0023 and Lisa Price and Entrust Fiduciary Services, Inc., license numbers [REDACTED] and [REDACTED], makes a finding of facts and this decision, based on the facts, evidence, and analysis as presented and enters the following order:

- requests division staff to investigate further.
- refers the complaint to another entity with jurisdiction.

Referral to: _____

- dismisses the complaint, and:
 - requests division staff prepare a notice of dismissal pursuant to ACJA § 7-201(H)(5)(c)(1).
 - requests division staff prepare a notice of dismissal and an Advisory Letter pursuant to ACJA § 7-201(H)(5)(c)(2).
- determines grounds for discipline exist demonstrating the certificate holder committed the alleged act(s) of misconduct and:
 - enter a finding the alleged act(s) of misconduct or violation(s) be resolved through informal discipline, pursuant to ACJA § 7-201(H)(7) and issue a Letter of Concern.

enter a finding the alleged act(s) of misconduct or violation(s) be resolved through formal disciplinary proceeding, pursuant to ACJA § 7-201(H)(9).

requests the certificate holder appear before the Board to participate in a Formal Interview, pursuant to ACJA § 7-201(H)(8).

orders the filing of Notice of Formal Charges, pursuant to ACJA § 7-201(H)(10).

enters a finding the public health, safety or welfare is at risk, requires emergency action, and orders the immediate emergency suspension of the certificate and sets an expedited hearing for:

Date, Time, and Location: _____

adopts the recommendations of the Division Director.

does not adopt the recommendations of the Division Director and orders:


Deborah Primock, Chair
Fiduciary Board

February 10, 2022
Date