

deposit \$600 into an account for L.G.I. each month and L.G.I. was responsible for paying her monthly water and Delmarva Power bills from that account;⁴

WHEREAS, L.G.I.'s children filed exceptions and Vice Chancellor Fioravanti affirmed my decision on August 5, 2021;⁵ Vice Chancellor Fioravanti kept the limited guardianship structure in place and advised that L.G.I.'s failure to provide bank statements or pay her water and Delmarva Power bills when due could lead to an inference against L.G.I. and "be viewed as an indication of lack of capacity to resume making those decisions permanently[;]"⁶

WHEREAS, on August 19, 2021, the parties were mailed a letter scheduling an evidentiary hearing on continued guardianship of L.G.I.'s property for January 26, 2022;⁷ L.G.I. was directed to provide copies of the bank statements from the WSFS Bank account to the Court by January 14, 2022;⁸

WHEREAS, L.G.I. failed to file any bank account statements, but the guardian confirmed that the guardian deposits \$600 to L.G.I.'s account every month and ensures L.G.I. personally receives her water and Delmarva Power bills each month;⁹ the guardian has also submitted documentation showing that L.G.I. did not pay the Delmarva Power bill in October 2021, November 2021, or December

⁴ *Id.*

⁵ *See* D.I. 127, 156.

⁶ D.I. 156.

⁷ D.I. 158.

⁸ *Id.*

⁹ D.I. 175, 178.

2021 and, to avoid Delmarva Power discontinuing services, the guardian paid the outstanding bill on December 13, 2021;¹⁰ likewise, the guardian submitted documentation showing L.G.I. failed to pay all of her water bills and the water company advised that her water would be disconnected if the past due amounts were not paid by January 8, 2022;¹¹ to avoid disconnection, the guardian paid the outstanding balance;¹²

WHEREAS, in light of this information, on January 19, 2022, I issued an order cancelling the January 26, 2022 hearing and directing L.G.I. to file monthly statements from the WSFS Bank account from September 2021 through present; therein I also encouraged L.G.I. to submit an explanation for her failure to pay all of her monthly water and Delmarva Power bills;

WHEREAS, on January 27, 2022, J.I. filed a letter with bank statements from June 2021 through December 2021 (except for October 2021) and copies of two certified checks to Delmarva Power and Artesian Water;

WHEREAS, in February 2022, J.I. filed another letter representing that he and L.G.I. “have more than complied with everything” I required to terminate guardianship, complaining that the guardian has not been allowing L.G.I. to freely use her own money, and arguing that L.G.I. has “legally appointed” J.I. as her power

¹⁰ D.I. 175, Ex. A-B.

¹¹ D.I. 178, Ex. A.

¹² *Id.* at Ex. B.

of attorney;¹³ J.I. also attached the purported power of attorney dated November 26, 2019 (the “2019 POA”);¹⁴

WHEREAS, under Court of Chancery Rule 180-C, any interested party may petition to terminate a guardianship “due to recovery of capacity of the person with a disability[;]” the moving parties—here L.G.I. and J.I.—bear the burden of proving recovery;

WHEREAS, “[t]he appointment of a guardian or other fiduciary charged with the management of the principal’s property or the care of the principal’s person shall terminate all powers of attorney . . . the extent the powers held by the agent prior to the appointment of a guardian or other fiduciary are granted to the guardian or other fiduciary[;]”¹⁵

IT IS HEREBY ORDERED, this 6th day of April, 2022, as follows:

1. The request to terminate guardianship of L.G.I.’s property is DENIED.
2. L.G.I. and J.I. have failed to demonstrate that L.G.I. has regained capacity to make her own financial decisions. L.G.I. was tasked with ensuring two

¹³ D.I. 190.

¹⁴ J.I.’s letter raised additional concerns, which I will not address herein. This order is limited to the request to terminate guardianship and if any party seeks further relief an appropriate petition or motion must be filed. This includes A.W., who I understand has been attempting to make requests for relief through email—as she has been told numerous times, that is not appropriate. *See* D.I. 191. Any request for relief must be filed on the docket, in the form of a petition or motion, and serve on all interested parties.

¹⁵ 12 *Del. C.* § 4903 (a).

monthly bills were paid timely and in full for a period of six (6) months. She failed to do so.

- a. **Delmarva.** Of the six months, I can say with certainty that L.G.I. paid her Delmarva bill twice—in June 2021 and September 2021. But she has not provided any documentation showing payment in July, August, October, November, or December 2021. And the guardian has submitted documentation showing the Delmarva bill was not paid October, November, or December 2021.
- b. **Artesian.** Likewise, based on J.I.’s submissions, I can only say with certainty that L.G.I. paid her water bill with Artesian once, in July 2021. And the guardian submitted documentation showing the Artesian account was past due by January 2022.

3. On this record, I cannot credit J.I.’s representations that he and his mother paid all the of the bills and their “track record is impeccable.” The documentation simply does not support this statement. It shows payment of only three (3) of the twelve (12) bills L.G.I. was required to pay and that many bills went unpaid, placing L.G.I. in a concerning position of losing her power and water. That risk should never have occurred—L.G.I.’s account was funded sufficiently and she (or J.I.) had no trouble accessing those funds, taking large cash withdrawals each

month. On this record, L.G.I. and J.I. have failed to demonstrate that L.G.I. is able to resume making her own financial decisions.

4. Further, the 2019 POA, even if initially valid and properly executed, was invalidated by the March 5, 2020 appointment of the guardian. The guardian was appointed as plenary guardian, with authority to make all decisions that might otherwise be provided to the named agent in the 2019 POA, terminating the 2019 POA.

5. Because the guardian's fees are currently being reviewed by Vice Chancellor Fioravanti, I decline to take any action to remove or replace the guardian at this time.

6. This is a final report under Court of Chancery Rule 143 and exceptions may be filed under Court of Chancery Rule 144.

/s/ Selena E. Molina
Selena E. Molina
Magistrate in Chancery