

STATE OF MICHIGAN  
PROBATE COURT  
COUNTY OF WAYNE

IN THE MATTER OF  
ANTHONY A. ARMOR,

CASE NO. 2021-868525-CA  
HON. LAWRENCE J. PAOLUCCI

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**ATTORNEY GENERAL'S NOTICE OF INTERVENTION AND OBJECTIONS  
TO PATRICIA E. KEFALAS DUDEK & FATHER CHARLES BLANCHARDS'  
AMENDED FINAL ACCOUNT OF FIDUCIARY**

NOW COMES Attorney General Dana Nessel, by and through Assistant  
Attorney General Katharyn A. Barron, to intervene and object to **Patricia E.  
Kefalas Dudek & Father Charles Blanchards' Amended Final Account of  
Fiduciary** and states as follows:

**INTERVENTION AUTHORITY**

1. The Attorney General for the State of Michigan is authorized to  
intervene in and appear on behalf of the People of Michigan in any case in

which the People may have an interest. MCL 14.28 (See also, *Michigan State Chiropractic Ass’n v Kelly*, 79 Mich App 789, 792 (1977) – stating that the Attorney General “has statutory and common law authority to act on behalf of the people of the State of Michigan in any case or matter, such authority being liberally construed.”)

2. The Attorney General finds that it is incumbent on the courts to ensure that the State’s guardianship system is providing properly for the vulnerable, and that court-appointed conservators fulfill the fiduciary responsibilities to those in their custody.

3. Accordingly, the State Public Administrator in her judgement, on behalf of the Attorney General, has determined that the interests of the People of the State of Michigan require her to intervene in this proceeding where there is clear excessive and duplicative attorney and fiduciary fees.

**PROCEDURAL HISTORY: MR. ARMOR AND HIS WIFE HAVE A  
LONG RELATIONSHIP AND HIS WIFE SERVED AS HIS  
GUARDIAN FOR SEVERAL YEARS**

4. Mr. Anthony Armor and Debbie David (a.k.a. Carl David Burks hereafter referenced as “Ms. David”) met in Minnesota in 1999 at a Star Trek convention where Ms. David was one of the featured celebrities. This began a long relationship and the two were married in December of 2016. Anthony Armor Affidavit, Exhibit 1.

5. Also in 2016, after the initial appointment of a temporary guardian, Mr. Armor's wife, Ms. David, became her husband's guardian.<sup>1</sup>

6. Ms. David served as her husband's guardian, filing four yearly reports on Mr. Armor's condition.<sup>2</sup>

**FATHER CHARLES BLANCHARD CONVINCES ANTHONY ARMOR TO  
LET FATHER AND A PRO BONO ATTORNEY HELP**

7. Father Blanchard, aware of an inheritance Mr. Armor was about to receive, represented that Father would help and that he knew an attorney who would help "pro bono." Exhibit 1, Anthony Armor affidavit.

8. Based on the promises that Mr. Armor would be able to pay off his debts, and get both a car and a computer, he agreed to free assistance offered by Father Blanchard. *Id.*

9. Attorney Dudek produced a retainer agreement purportedly signed by Mr. Armor on August 5, 2021. Exhibit 2, Dudek Produced Retainer Agreement.

10. Mr. Armor does not recall signing this agreement, did not get a copy of the signed agreement, and while working with Father Blanchard and Patricia Dudek did not understand the difference between a guardianship and a conservatorship. Exhibit 1, Armor Affidavit.

11. The Wayne County Probate court accepted Father Blanchard and Patricia Dudek's 9/21/21 petition to modify Mr. Armor's Guardianship and

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<sup>1</sup> Anthony Armor 2016-818615-GA, 11/29/16 Acceptance of Appointment.

<sup>2</sup> Anthony Armor 2016-818615-GA, Annual Report of Guardian on Condition of Ward 9/11/17; 2/06/19; 12/4/19, and 12/10/20.

establish a Conservatorship on September 22, 2021. The petitions were granted, and the co-guardians and co-conservators filed their acceptance of appointment letters on October 29, 2021.<sup>3</sup>

12. Mr. Armor received an inheritance from his brother, William Armor, of \$42,067.43 on November 9, 2021.<sup>4</sup>

13. Before any bill was provided to Mr. Armor or an interested party, and *on the very same day the inheritance was received*, Ms. Dudek paid herself \$9,067.63.<sup>5</sup>

**WITHIN ABOUT FIVE WEEKS OF RECEIPT, AND BEFORE ANY  
BILL IS PROVIDED OR THE INITIAL INVENTORY IS FILLED  
WITH THE COURT, ATTORNEY DUDEK PAYS HERSELF ALL  
OF MR. ARMOR'S \$42,000 INHERITANCE**

14. In the five weeks following the deposit of Mr. Armor's inheritance, Ms. Dudek paid herself essentially the full inheritance; again, before even a single bill was provided to Mr. Armor or an interested party.<sup>6</sup>

15. The initial inventory dated January 26, 2022 and signed by both conservators indicates that Mr. Armor's total assets were \$41,608.05, with the major contributing factor being a \$42,067.43 inheritance from his brother, William Armor.<sup>7</sup>

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<sup>3</sup> Anthony Armor 2016-818615-GA; 2021-868525-CA

<sup>4</sup> Anthony Armor 2021-868525-CA 7-1-22 Dudek and Blanchard Petition to Allow Accounts.

<sup>5</sup> Exhibit 3, Legal and Fiduciary Fees Breakdown with Dates Dudek Paid Self.

<sup>6</sup> Exhibit 4, Armor Legal and Fiduciary Fees that Dudek paid Herself in About Five Weeks

<sup>7</sup> Exhibit 5, Armor Conservatorship Inventory.

16. However, by January 26, 2022, Ms. Dudek had *already paid herself* \$42,075.13; essentially the amount Mr. Armor inherited from his bother (\$42,067.43).<sup>8</sup>

17. By not being more forthright in the initial inventory, Ms. Dudek deprived this court of the opportunity to address this unfortunate situation more promptly.

18. The Court Ordered that Ms. Dudek and Charles Blanchard provide a \$42,000.00 bond by February 22, 2022.<sup>9</sup>

19. Ms. Dudek and Mr. Blanchard did not file the required bond.<sup>10</sup>

**DESPITE MR. ARMOR’S APPROXIMATE \$30,000 YEARLY INCOME, ATTORNEY DUDEK’S FIRM BILLED \$78,968.20 IN FEES (LEGAL - \$41,998.88 AND FIDUCIARY \$36,969.32) FOR THE PERIOD OF 7/21/21 TO 6/26/22**

20. Ms. Dudek’s final inventory indicates her firm billed \$78,968.20, *already paid herself \$44,075.13*, and claims Mr. Armor still owes her \$34,893.07.<sup>11</sup>

21. Ms. Dudek pays herself \$350 an hour for legal work, \$200 an hour for fiduciary work.

**ATTORNEY DUDEK BILLED FOR SERVICES SHE REPRESENTED WOULD BE FREE**

22. Before Mr. Armor agreed to talk with attorney Dudek, Father Blanchard told Mr. Armor that he knew of an attorney that would help him “pro bono.”<sup>12</sup>

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<sup>8</sup> Exhibit 4. Legal and Fiduciary Fees that Dudek paid Herself in About Five Weeks.

<sup>9</sup> Exhibit 6, February 7, 2022, Order of Bond of Fiduciary.

<sup>10</sup> Anthony Armor 2021-868525-CA.

<sup>11</sup> Exhibit 3, Legal and Fiduciary Fees Breakdown with Dates Dude Paid Self.

23. Father Blanchard confirmed his understanding that Ms. Dudek was working for free on July 24, 2021, in the following email to attorney Dudek, copying Monsignor Harry R. Posner, Jr. (Father Blanchard's husband) and the church treasurer.<sup>13</sup>

Sat 7/24/2021 11:46 AM  
Father Charles Blanchard  
<frcharles@ferndalecgs.com>  
To: Patti Dudek  
Cc: frcharles@ferndalecgs.com;  
frharry@ferndalecgs.com;  
treasurer@ferndalecgs.com;  
frmichael@ferndalecgs.com  
Dear Ms. Patricia Dudek:

\* \* \*

Thank you in advance for taking on Anthony's case  
pro bono.

All the best today, tomorrow and beyond,  
Father Charles Blanchard

24. The retainer agreement purportedly signed by Mr. Armor on August 5, 2021, provides, "The parties agree that *the work to file the petition, modify of guardianship will be Pro-Bono*. However, the Conservatorship, and asset protection plus (+) protection of Anthony A. Armor shall be paid for from the coming inheritance of the client."<sup>14</sup>

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<sup>12</sup> Exhibit 1, Armor Affidavit.

<sup>13</sup> Mr. Armor has waived any privilege that may exist only in the specific billing emails referenced in this pleading. Additionally, the court already has the 361 pages of bills Ms. Dudek filed in support of her petition. Referencing these bills becomes confusing. To assist the court and parties in determining whether they are looking at the correct bills, the bill date, invoice number, invoice period, and total number of pages of the relevant bill will be referenced. This first email can be found here: January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages, p. 3

<sup>14</sup> Exhibit 2, Dudek Provided Armor Retainer Agreement, emphasis added.

25. Ms. Dudek drafted the retainer agreement, and ambiguities in a contract are construed against the drafter. *Bianchi v Automobile Club of Michigan*, 437 Mich 65, 70 (1991).
26. Ms. Dudek’s Petition to Modify Mr. Armor’s Guardianship was accepted by the court on 9/22/21.<sup>15</sup>
27. Attorney Dudek’s 93-page Guardian legal fees billing statement for July 2021 through January of 2022 has 41 entries with charges levied for a total of \$3,270.50 on or before filing the corrected amended petition to modify the guardianship and conservatorship on 9/22/21.<sup>16</sup>
28. A *minimum* \$3,270.50 reduction is necessary because the ambiguous term “modify of guardianship” in the retainer agreement could be interpreted to include considerable work necessary *after* the petition was filed. Exhibit 7 only includes legal work up to the petition being filed.
29. Even co-fiduciary Father Blanchard contemplates free services would be provided after the initial petition, commenting in an October 7, 2021, email to Attorney Dudek:<sup>17</sup>

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<sup>15</sup> Anthony Armor 2016-818615-GA Register of Actions.

<sup>16</sup> Exhibit 7, Dudek Billed Pro Bono Time to File Petition to Modify Guardianship. Exhibit 7 figures sourced from January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages. This bill supports a downward adjustment of Ms. Dudek hourly rate. A \$350 an hour attorney should know: 1. In 2021, Wayne County had available online probate court files and it is not necessary to bill a client to email the probate registrar to ask how to access the file (billed \$105 on 7/26/21, p. 5 of 93); 2. Those petitioning to modify the guardianship should sign the petition, not a ward; this error caused a several week delay and many billing entries. 1/28/22 Invoice #172 covers 7-21-2021 - 1-28-22, 93 pages. Delay on pp. 11-19.

<sup>17</sup> January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages, first entry on p. 38.

10-07-2021 PKD

poudek@pekdaadvocacy.com  
Email  
Thu 10/7/2021 1:02 PM  
Father Charles Blanchard  
<frcharles@ferndalecgs.com>  
To: Patti Dudek  
Patti:

0.25 350.00 No Charge

Know you're golden in God's eyes and loved  
immeasurably.

Thank you in advance for your pro-bono services.  
You certainly have not disappointed me and Anthony.

\* \* \*

### **MS. DUDEK'S BREACHES OF HER FIDUCIARY DUTY SUGGEST A DRAMATIC DOWNWARD ADJUSTMENT IN HER FEES**

30. Ms. Dudek, despite purporting to have considerable legal and professional fiduciary experience, did not:
- a. Guide Mr. Armor to legal and fiduciary services he could afford.<sup>18</sup>
  - b. Submit a bond as required by the court for her conservator work.<sup>19</sup>
  - c. Provide Mr. Armor or any interested person with an explanation of her professional fiduciary fees or the professional fiduciary fees of her staff and how these fees differ from legal fees.<sup>20</sup>
  - d. Send Mr. Armor monthly bills.<sup>21</sup>
  - e. Send any other interested person (e.g., Ms. Armor's wife or his niece) information related to Ms. Dudek's services, billing practices, or copies of monthly bills.

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<sup>18</sup> At the latest, when attorney Dudek learned that Mr. Armor's inheritance was only about \$42,0000, she had a fiduciary duty to put his financial interest before her own and guide Mr. Armor to professional services he could afford, not keep him with an attorney charging \$350 an hour and a guardian/conservator charging \$200 an hour.

<sup>19</sup> Exhibit 6, February 7 Order for Bond of Fiduciary.

<sup>20</sup> Exhibit 1, Anthony Armor Affidavit.

<sup>21</sup> Contrary to even the retainer agreement that provides: "We will send you monthly statements to you [sic] detailing the services provided." Exhibit 2.



- f. Provide Mr. Armor and this court with bills consistent with the probate court rules that require a “brief description of the services.”

See MCR 5.313 Compensation of Attorneys.<sup>22</sup>

- 31. Moreover, Ms. Dudek additionally breached her fiduciary duty by:
  - a. Using her legal rate (\$350) for services she agrees are fiduciary.<sup>23</sup>
  - b. Representing in the retainer agreement that “[w]ork performed by the secretaries, law clerks and paralegals of the firm shall be charged at a rate of One Hundred Twenty-Five Dollars (\$125.00) an hour” while billing these individuals for at least \$150 an hour.<sup>24</sup>
  - c. Paying herself before services were provided and thus borrowing money from a client without permission (for details see next argument heading).
  - d. Billing fiduciary work as legal work, thus billing at a higher hourly rate.
  - e. Providing confusing language in the retainer agreement.<sup>25</sup>

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<sup>22</sup> Although MCR 5.313 references compensation of attorneys for personal representatives, MCR 5.401 GENERAL PROVISIONS for guardianships and conservatorships provides, “[t]his subchapter governs guardianships, conservatorships, and protective order proceedings. The other rules in chapter 5 also apply to these proceedings unless they conflict with rules in this subchapter.” Thus MCR 5.313’s attorney billing requirements do not conflict with any rules in subchapter 5.401 and thus apply to guardianships and conservatorships.

<sup>23</sup> See June 26, 2022, Co-Guardianship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 34 pages. Total billed \$6,929.54. And June 26, 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 75 pages.

<sup>24</sup> See the following four bills: [10.] 1. January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages. [11.] 2. June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22. 16 pages. 3. [12.] January 28, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice period 11-16-21 – 1-28-22. 21 pages. [13.] 4. June 22, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice Period: 1-29-22 – 6-21-22. 16 pages.

<sup>25</sup> “The parties agree that the work to file the petition, modify of guardianship will be Pro-Bono. However, the Conservatorship, and asset protection plus (+) protection for Anthony A. Armor shall be paid for from the coming inheritance of the client.” Exhibit 2, Retainer Agreement.

**PAYING ONESELF BEFORE SERVICES ARE PROVIDED,  
BORROWING MONEY FROM A CLIENT AS EVIDENCED BY AN  
ACCOUNT CREDIT, AND WITHDRAWING MONEY FROM A  
CLIENT'S ACCOUNT WITHOUT PROVIDING A CORRESPONDING  
BILL ARE BREACHES OF A FIDUCIARY'S DUTY, SUGGESTING A  
CONSIDERABLE DOWNWARD ADJUSTMENT IN MS. DUDEK'S FEES**

32. On two occasions, November 24, 2021, and December 1, 2021, Ms.

Dudek paid herself \$5,000 and \$7,000, respectively, *before she provided the referenced services*. Note the \$5,000 and \$7,000 are credited on a bill for conservatorship services she provided from January 29, 2022, through June 26, 2022.<sup>26</sup>

33. In the other 11 circumstances Ms. Dudek paid herself, she did so *before* the bill's closing date. *Id.*

34. And in one bill, she ***overpays herself*** \$6,441.70.<sup>27</sup>

35. Except for two \$1,000 checks signed by Father Blanchard and made payable to Ms. Dudek's firm,<sup>28</sup> all payments were electronically made by Ms. Dudek.

**DUDEK'S EXCESSIVE BILLS ARE NOT FAIR TO  
MR. ANTHONY AND VOIDABLE**

36. Under the Estate and Protected Individuals Code (EPIC), a "transaction involving the investment or management of estate property" in which a conservator "has a substantial beneficial interest or that is otherwise

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<sup>26</sup> Exhibit 3, p. 2. Legal and Fiduciary Fees Breakdown with Dates Dudek Paid Self.

<sup>27</sup> See January 28, 2022, Co-Guardianship bill. Invoice Number: 174. Invoice period: 8-3-21 – 1-28-22. 48 pages.

<sup>28</sup> The checks are dated February 7, 2022, check # 241 & April 11, 2022, check # 104.

affected by a substantial conflict” between the fiduciary and personal interest is voidable unless one or more exceptions apply. [MCL 700.5421](#).<sup>29</sup>

a. Section 5421 provides in relevant part:

- (1) A sale, encumbrance, or other transaction involving the investment or management of estate property in which the conservator has a substantial beneficial interest or that is otherwise affected by a substantial conflict between the conservator's fiduciary and personal interests, is voidable unless any of the following are true:
  - (a) The transaction is approved by the court after notice as directed by the court.
  - (b) The transaction involves a contract entered into or claim acquired by the conservator before the person became or contemplated becoming conservator.
  - (c) The transaction is otherwise permitted by statute.

\* \* \*

(6) This section does not preclude the following transactions, if fair to the estate:

- (a) An agreement relating to the compensation of the conservator.
- (b) Payment of reasonable compensation to the conservator.

37. Approval by the court contemplated in subsection (1) (a) is the hearing scheduled for November 16, 2022, at 11:00 am. Subsection (1) (b) does not apply. Moreover, as argued throughout these objections, the charges are not “fair to the estate” and thus 700.5421 (6) does not apply.

38. All fees paid by the conservator remain subject to the court’s discretion until they are formally allowed by the court. MCR 5.310, .313. An interested party may object to fees any time before they are formally allowed by the court. *Id.*

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<sup>29</sup> The same prohibitions apply to other fiduciaries, for example personal representatives ([MCL 700.3713](#)) and trustees ([MCL 700.7802](#)). And cases interpreting these statutes are analogous.

**PROFESSIONAL FIDUCIARIES, WHO ARE ATTORNEYS HAVE  
A LEGAL OBLIGATION TO CHARGE VARIOUS RATES  
DEPENDING ON THE ACTIVITY THEY ARE PERFORMING**

39. An attorney acting as a fiduciary is not entitled to charge attorney rates for fiduciary services. *Wisner v Mabley Estate*, 70 Mich 271, 285 (1888).

40. Fiduciary services are abundant and include arranging for personal services and living arrangements, paying bills, preparing Medicaid or other benefit applications, and completing and filing routine SCAO forms. These are all examples of duties professional guardians without a license to practice law routinely perform and thus should be billed at a lower professional fiduciary rate.

41. Advising an individual on their legal rights, preparing pleadings that are not on or go significantly beyond a SCAO form, prepping to appear in court as an attorney, appearing in court as an attorney, and reviewing a lease to ensure there are no legally objectionable provisions are all things that require a law license and fiduciaries who are attorneys may bill their legal rate.

42. Legal services provided after the petition for co-guardianship are the exception, and most of the time billed by Ms. Dudek for legal services are fiduciary services. The State reviewed all four of Ms. Dudek's legal bills and

identified legal services.<sup>30</sup> See Exhibit 8, State Contends Only Post Petition Legal Services.

**THE FIDUCIARY RATE IS NOT CONSISTENT WITH REASONABLE  
FIDUCIARY RATES IN THIS GEOGRAPHICAL AREA**

43. Ms. Dudek has the burden of establishing the reasonableness of her \$200 an hour and her staff's \$150 an hour fiduciary rates. The burden of establishing the correctness of accounts, and propriety of charges is on the person claiming them. *Comerica Bank v Adrian*, 179 Mich App 712, 723 (1989).

44. There is an overlap between the factors used to determine the reasonableness of attorney fees and the factors used to determine the reasonableness of fiduciary fees. See *Pirgu v United Services Auto Assn*, 499 Mich 269, 281-282 (2016) and *Comerica Bank v Adrian*, 179 Mich App 712, 724-725 (1989).<sup>31</sup>

45. The Probate court can properly rely on its own personal knowledge and extensive experience in reviewing fiduciary fees. *Id.* And the judge in reviewing such fees is not limited to the record if the judge discloses the information to the parties. *In re Thacker Estate*, 137 Mich App 253, 258 (1984).

46. While deferring to the expertise of the probate court in determining professional fiduciary fees in Wayne County, the State offers as an upper

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<sup>30</sup> Recall according to the Retainer Agreement (Exhibit 2) "work to file the petition, modify of guardianship will be Pro-Bono."

<sup>31</sup> A chart-form summary of these factors is at Exhibit 9.

limit *for estates that can afford it*, \$150 an hour for professional services and \$50 an hour for administrative services. The State uses these figures to establish the fiduciary baseline figure (hours times the fee).<sup>32</sup>

**MS. DUDEK’S BILLS DO NOT COMPLY WITH MCR 5.313 AND IT IS LABORIOUS TO DETAIL INSTANCES ILLUSTRATING HOW THE BILLS ARE EXCESSIVE AND DUPLICATIVE**

47. Because Ms. Dudek’s bills do not comply with the requirement of a “brief description of the services.” See MCR 5.313— “compensation of attorneys”<sup>33</sup> detailing the duplication and excessive nature of the bills is laborious.

48. Consistency with MCR 5.313 would catch duplication of bills and often highlight the excessiveness of the charges. E.g.,<sup>34</sup>

Date	Description	Hours	Rate	Amount
4-29-22	PKD Read three automatically generated emails indicating client has no funds on True Link card.	.75	350	\$262.60

49. Reviewing all 631 pages and detailing each excessive and duplicative charge would take an inordinate amount of time. Instead, the State provides a few examples.

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<sup>32</sup> Exhibit 10, Legal and Fiduciary Baseline Figures, see p. 2 “Prevailing Hr. Rate” column.

<sup>33</sup> Although MCR 5.313 references compensation of attorneys for personal representatives, MCR 5.401 GENERAL PROVISIONS for guardianships and conservatorships provides, “[t]his subchapter governs guardianships, conservatorships, and protective order proceedings. The other rules in chapter 5 also apply to these proceedings unless they conflict with rules in this subchapter.” Thus MCR 5.313’s attorney billing requirements do not conflict with any rules in subchapter 5.401 and thus apply to guardianships and conservatorships.

<sup>34</sup> See June 26, 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6.26.22. 75 pages, p. 41.

50. The following duplicate charges are for reading essentially the same email and appear on consecutive pages on the **same** bill.<sup>35</sup>

04-13-2022	PKD	Email Dudek v Burks PPO <ppo@oakgov.com> Wed 4/13/2022 2:07 PM	0.25	350.00	87.50
		You are receiving this email because you requested a Non-Domestic Personal Protection Order from the Oakland County PPO Office. The instructions below are to assist you with completing the attached forms. Please take your time and fill out the forms completely and accurately to avoid delaying the filing process.			Her own matter why be charged
04-13-2022	PKD	Email Blanchard v Burks PPO <ppo@oakgov.com> Wed 4/13/2022 2:21 PM	0.25	350.00	87.50
		You are receiving this email because you requested a Non-Domestic Personal Protection Order from the Oakland County PPO Office. The instructions below are to assist you with completing the attached forms. Please take your time and fill out the forms completely and accurately to avoid delaying the filing process.			

51. Duplicate and excessive billings appear on every bill. On November 18<sup>th</sup> at 11:12 Ms. Dudek bills twice for a total of  $\frac{1}{2}$  hour or \$100 for reading the same one sentence email. These entries appear TOGETHER on her bill:<sup>36</sup>

<sup>35</sup> See June 26, 2022, Co-Guardianship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 34 pages, pp. 12-13.

<sup>36</sup> See January 28<sup>th</sup>, 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 8-3-21 – 1-28-22. 59 pages, p. 9.

11-18-2021	PKD	Email On Nov 18, 2021, at 11:12 AM, Father Charles Blanchard <frcharles@ferndalecgs.com> wrote: Dear Angela:	0.25	200.00	50.00
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Would you send a copy of the November Bill and  
itemize it?

Regards,  
Father Charles

11-18-2021	PKD	Email/Re: CGS CGR: Fwd: Guardianship/ Conservatorship Documents Thu 11/18/2021 11:12 AM Father Charles Blanchard <frcharles@ferndalecgs.com> To: Abro Management <management@abroproperty.com> Cc: Father Charles Blanchard <frcharles@ferndalecgs.com>; Patti Dudek <pdudek@pekdadvocacy.com>	0.25	200.00	50.00
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Dear Angela:

Would you send a copy of the November Bill and  
itemize it?

Regards,  
Father Charles

52. Even assuming a 15-minute charge for reading a one sentence email is acceptable, that 15-minutes take us to 11:27 (11:12 + :15 = 11:27 am). Only five minutes after the initial billing (*but two pages earlier in the billings*), she bills yet again for a 15-minute period:<sup>37</sup>

11-18-2021	PKD	Email Thu 11:17 AM Patti Dudek To: Dawn Powell; Father Blanchard <frcharles@ferndalecgs.com> Ok, so Dawn you can draft a check or use the firm debit card to pay this amount for the rent. Then they are supposed to send a clear lease so we can sign it (Father Charles and I) in Anthony's name only. Then Father, I strongly urge you have a heart to heart with Debbie, and tell her she needs to give us all the records she has re: the \$ asap. Also, tell her we are going to change the locks so if she needs anything from the apartment she needs to get it out of there asap. If she or Anthony give you a hard time about this tell them that the court requires that we report everything we do back to them, and the court order and the law requires that we safe guard every resource available for Anthony's benefit not hers. Give her a copy of the order and the letters of authority if you need. So we are NOT loaning them the money for her to have a place to stay on a trip she is not even taking with him.  Patti Patricia E. Kefalas Dudek	0.25	200.00	50.00
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<sup>37</sup> *Id.*, second entry on page 7 of 59:



53. This example also illustrates that many of the “No Charge” entries are in fact time already charged. See the first entry of page 7 of 59 (recall above Ms. Dudek has already charged for 15 minutes that would take us to any work performed on or before 11:27 of this same day).

11-18-2021	PKD	Email On Nov 18, 2021, at 11:19 AM, Patti Dudek <pdudek@pekdadvocacy.com> wrote: What he means (I think)- can you tell us how they come up with that figure? Also, Can you confirm that a check from my firm is enough, and a certified check is not required? Can we pay via debit card? Please advise Patti Patricia E. Kefalas Dudek	0.25	200.00	No Charge
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54. This EXACT same 11:17 email referenced in paragraph 52 is also separately billed *three pages later* at the first entry on page 11:<sup>38</sup>

Date	Professional	Description	Hours	Rate	Amount
11-18-2021	PKD	Email/Fwd: CGS CGR: Fwd: Guardianship/ Conservatorship Documents Thu 11/18/2021 11:17 AM Patti Dudek To: Dawn Powell <dpowell@pekdadvocacy.com>; Father Blanchard <frcharles@ferndalecgs.com> Ok, so Dawn you can draft a check or use the firm debit card to pay this amount for the rent. Then they are supposed to send a clear lease so we can sign it (Father Charles and I) in Anthony's name only. Then Father, I strongly urge you have a heart to heart with Debbie, and tell her she needs to give us all the records she has re: the \$ asap. Also, tell her we are going to change the locks so if she needs anything from the apartment, she needs to get it out of there asap. If she or Anthony give you a hard time about this tell them that the court requires that we report everything we do back to them, and the court order and the law requires that we safe guard every resource available for Anthony's benefit not hers. Give her a copy of the order and the letters of authority if you need. So we are NOT loaning them the money for her to have a place to stay on a trip she is not even taking with him.  Patti Patricia E. Kefalas Dudek	0.30	200.00	60.00

55. Recall Mr. Armor has already paid for work until at least 11:27 am (fifteen minutes from when the first email was billed 11:12 + :15 = 11:27). At

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<sup>38</sup> Duplicate billing is challenging to catch because Ms. Dudek's emails are not consistently in chorological order. This exchange of email regarding paying overdue rent and removing Mr. Armor's wife from the lease so she could be evicted is illustrative.

11:19, just two minutes after the last 15-minute segment billed,<sup>39</sup> yet another 15-minute bill entry is levied, see the first entry on page 8 (note this is the second email sent at 11:19 am):

Date	Professional	Description	Hours	Rate	Amount
11-18-2021	PKD	Email On Thu, Nov 18, 2021 at 11:19 AM Patti Dudek <pdudek@pekdadvocacy.com> wrote: What he means (I think)- can you tell us how they come up with that figure? Also, Can you confirm that a check from my firm is enough, and a certified check is not required? Can we pay via debit card? Please advise Patti Patricia E. Kefalas Dudek	0.25	200.00	50.00

56. Then only 10 minutes later, another separate bill entry and a charge of \$50 to read a two-sentence email. See the second entry on page 8 of 59.

11-18-2021	PKD	Email From: Abro Management <management@abroproperty.com> Date: November 18, 2021 at 11:29:08 AM EST To: Patti Dudek <pdudek@pekdadvocacy.com> Cc: Father Charles Blanchard <frcharles@ferndalecgs.com> Subject: Re: CGS CGR: Fwd: Guardianship/ Conservatorship Documents  Hello,  Attached is the November Statement.  Yes, a check will be enough. Unfortunately, we do not accept credit or debit cards.	0.25	200.00	50.00
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57. Then only 7 minutes later (11:36), yet another 15 minute and \$50 bill to direct a co-worker to pay a bill. See page 8 of 59, third entry:

11-18-2021	PKD	Email From: Patti Dudek <pdudek@pekdadvocacy.com> Sent: Thursday, November 18, 2021 11:36 AM To: Dawn Powell <dpowell@pekdadvocacy.com> Cc: Charles Blanchard <frcharles@ferndalecgs.com> Subject: Fwd: CGS CGR: Fwd: Guardianship/ Conservatorship Documents  I will transfer money from his account to the firm one so we can write this check. You can write it out and use my stamp for my signature. That way Father Charles can deliver it there today.  Let me know if there are any problems. Patti	0.25	200.00	50.00
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<sup>39</sup> 11:17 in the previous paragraph + :02 = 11:19.

58. And another “No Charge” reference that is already encompassed in the preceding 15-minute charge.

11-18-2021	PKD	Email	0.25	350.00	No Charge
		Thu 11:43 AM			
		Patti Dudek			
		To: Father Charles Blanchard			
		<frcharles@ferndalecgs.com>			
		Cc: Abro Management			
		<management@abroproperty.com>; Dawn Powell			
		<dppowell@pekdadvocacy.com>			
		Sounds perfect-Dawn will have the check ready for			
		you~ thanks all			
		Patti			

59. Again, the court should ignore the “No Charge” references on Ms. Dudek’s bills because most frequently it is a duplicate email, or within the minimum 15 minute segment already charged.

60. Much harder for clients to catch are duplicate charges for reading the same email on different bills.<sup>40</sup>

04-19-2022	PKD	Email	0.25	350.00	87.50
		PPO <ppo@oakgov.com>			
		Tue 4/19/2022 7:54 AM			
		Good morning,			
		The judge has denied your request for a personal			
		protection order on an ex parte basis but has set the			
		matter for hearing.			
		Attached you will find Notice of Hearing ordered by the			
		judge. <b>**READ THE FOLLOWING INSTRUCTIONS**</b>			
		As the petitioner you are responsible for arranging			
		service on the other party. However, you cannot serve			
		the respondent yourself. Attached is a copy of the			
		PPO instructions (see pages 8 and 9 to assist you with			
		service).			

<sup>40</sup> See June 26, 2022, Co-**Conservatorship** bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6.26.22. 75 pages, p. 32. Second email appears on See June 26, 2022, Co-**Guardianship** bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 34, p. 15.

04-14-2022 PKD

Patricia Dudek

Email

0.25 350.00 87.50

PPO <ppo@oakgov.com>

Thu 4/14/2022 4:20 PM

Good afternoon,

The judge has denied your request for a personal protection order on an ex parte basis but has set the matter for hearing.

Attached you will find Notice of Hearing ordered by the judge. **\*\*READ THE FOLLOWING INSTRUCTIONS\*\***

As the petitioner you are responsible for arranging service on the other party. However, you cannot serve the respondent yourself. Attached is a copy of the PPO instructions (see pages 8 and 9 to assist you with service).

Patricia  
Dudek  
P.P.O.

61. Another excessive billing example, and there are many, features 13 entries on 7 pages of *two different bills* for a total of 3 ½ hours. Exhibit 11, Excessive Billing Example, The James Lease. This exhibit features two emails sent on December 8 within 8 minutes, and each billed for 15 minutes or ½ hour at \$350/hr for a total \$175. *Id.* On a different bill the next day (December 9) three emails within eleven minutes billed for ¾ hour at \$200/hr or \$150. And on the same day ½ hour at \$200/hr for self-congratulatory co-guardian comments on negotiation strategy. *Id.* In the exhibit, the emails are arranged chronologically but, on the billings, the entries are not chronological and thus extremely time consuming and difficult to review for reasonableness. Additionally, the state contends that this lease activity is a fiduciary service routinely performed by professional fiduciaries, not a legal service requiring a law degree, and thus should only be on the fiduciary bill at a reasonable rate.

62. On December 9, 2021, the second day of the email exchange about Mr. Armor's new lease, Ms. Dudek has two separate billing entries for a total of

\$110 to apparently open a short email and read the attachment, the entirety of the billings are as follows:<sup>41</sup>

12-09-2021	PKD	Email/Fwd: Changing Places Moving- estimate Thu 12/9/2021 7:18 PM Father Charles Blanchard <frcharles@ferndalecgs.com> To: Patti Dudek <pdudek@pekdadvocacy.com> Dear Patti:  FYI regarding moving company option. I think it's too expensive. My thought is to gather a few parishioners and orchestrate a move!	0.25	200.00	50.00
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The apparently attached email, *Id.* p. 25, first entry.

12-09-2021	PKD	Email From: Dominic <Dominic@cpmoving.com> Date: December 9, 2021 at 3:50:21 PM EST To: frcharles@ferndalecgs.com Subject: Changing Places Moving- estimate  Hello Charles,  Attached you will find a general quote for the move we discussed. Based on the face that he is moving out of an apartment, there is a good chance that the move isn't going to take too long. However, it is impossible to gauge—you'd be amazed at how cluttered even the tiniest places can be! Regardless, this should give you an idea about our pricing.  Costs will be calculated based on hourly time, and the materials we need to use. There is a 3-hour minimum cost. After 3 hours, we calculate the cost accordingly, in 15-minute increments. Typically, we require a deposit to book a move, but we will waive it due to the quick turnaround needed for Monday.  As we discussed, some pictures and a list of items would be very helpful! We'll be closing up shop at 4:30PM today, but tomorrow I'll be able to adjust things based on those pictures. Let me know what you think. I'll give you a call in the AM if I don't hear back from you before close  Regards,  Dominic Herta Changing Places Moving 248.874.8888	0.30	200.00	60.00
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63. Ms. Dudek's legal fees are additionally excessive because she charges \$150 for secretaries, law clerks and paralegals, while the retainer agreement

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<sup>41</sup> January 28, 2022, Co-Guardianship bill. Invoice Number: 174. Invoice period: 8-3-21 – 1-28-22. 48 pages., p. 25, second entry.

indicates these individuals will at least initially bill at \$125 an hour. See Exhibit 2.

**ATTORNEY DUDEK MUST PROVE THAT IT IS MORE LIKELY THAN NOT THAT HER FEES ARE REASONABLE AND NECESSARY**

64. If a statute fails to explicitly state the burden of proof that probate courts are to use, then default standard of preponderance of the evidence applies. *In re Guardianship of Redd (Redd v. Carney)*, 321 Mich. App. 398, 409–410 (2017), appeal denied, 503 Mich. 878 (2018) (appeal moot due to incapacitated person death). The Estates and Protected Individuals Code, Act 386 of 1998, as amended, does not contain a burden of proof in evaluating the reasonableness of fiduciary and attorney fees.

65. The preponderance of the evidence requires the claimant to persuade the court that it is “more likely than not” that their charges were reasonable and proper. See M Civ JI 8.01.

66. The term burden of proof encompasses the burden of production and the burden of persuasion. *Mckinstry v Valley Obstetrics – Gynecology Clinic, PC*, 428 Mich 167, 178-179 (1987). The burden of production is the burden of producing evidence in support of a position and can shift between parties. *Id.* The burden of persuasion is the risk of not persuading the ultimate trier of facts and does not shift between the parties. *Id.*

67. The burden of establishing the correctness of accounts, and propriety of charges is on the person claiming them. See *Comerica Bank v Adrian*, 179

Mich App 712, 723 (1989); *In re Green Charitable Tr*, 172 Mich App 298, 311 (1988); and *In re O'Neill Estate*, 168 Mich App 540, 543 (1988).

### **MICHIGAN LAW REGARDING REASONABLE FEES**

68. If fees have already been paid before approval by the court, the fiduciary may be ordered to reimburse the estate for any disallowed amounts, plus interest. *In re Estate of Thacker*, 137 Mich App 253, 264 (1984).

69. The Michigan Supreme Court has laid out a specific procedure for courts to determine a reasonable attorney fee. See *Smith v Khouri*, 481 Mich 519, 537 (2008) and *Pirgu v United Services Auto Assn*, 499 Mich 269, 281-282 (2016). The first step in determining a reasonable attorney fee is to review surveys or other evidence of rates customarily charged in the locality for similar legal services, and then multiply that number by a *reasonable* number of hours for the services claimed – this comes up with a baseline number to evaluate reasonableness. *Smith* at 537 (2008). *Pirgu* at 281 (2016).

70. The court should then apply the *Pirgu* factors to determine if an up or down adjustment is appropriate. The probate court should briefly discuss its view of each of the factors on the record and justify the relevance and use of any additional factors. *Pirgu* at 281. *Powers v Brown* 328 Mich App 617, 623-624 (2019). Also see *Wood v DAIIE*, 413 Mich 573, 588 (1982) that outlines six factors that generally overlap with the factors in MRPC 1.5 (a).<sup>42</sup>

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<sup>42</sup> The overlapping criteria are summarized in Exhibit 9.

71. Ms. Dudek has the burden of producing satisfactory evidence, in addition to an affidavit,<sup>43</sup> that the requested rates are in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation. *In re O'Neill Estate*, 168 Mich App 540, 543 (1988).

72. When the probate court is evaluating a petition to review the reasonableness of attorney fees, it must do so with “an eye toward preservation of the estate’s assets.” *In re Sloan Estate*, 212 Mich App 357, 364 (1995).

73. Fiduciaries seeking compensation also have the burden of proving that the requested fees are necessary and reasonable (*Comerica Bank v Adrian*, 179, Mich App 712, 724 (1989)), the correctness of the fiduciary’s account and the propriety of the charges. *In re Green Charitable Tr*, 172 Mich App 298, 311 (1988).

74. The *Comerica Bank* decision is instructive because it provides 12 factors to consider when determining the reasonableness of a *fiduciary’s* fees (note significant overlaps with MRPC 1.5 (a)).<sup>44</sup>

### **APPLYING THE LAW TO FACTS OF THIS CASE**

75. Although Attorney Dudek has the burden of establishing that her hours billed are reasonable and necessary, the State asserts that given the

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<sup>43</sup> Ms. Dudek’s affidavit does not indicate her bills are absent duplicates, necessarily incurred, or just and reasonable.

<sup>44</sup> Exhibit 9. The *Comerica Bank* case involved a trustee fiduciary, but the same concepts apply to guardian/conservator, and personal representative fiduciaries. When applying these factors, the court simply substitutes “estate” for “trust.”



multiple examples provided in these objections, the court can reasonably conclude that most of the billings are either duplicative or a misclassification of fiduciary work as legal work.

76. To assist the Court in applying its determination of a reasonable hourly rate and number of hours expended (to calculate the baseline fee amounts) the State offers the court a spreadsheet easily manipulated that: 1) corrects the two bills that provided a legal rate for fiduciary work; 2) uses a legal fee rate of \$250 (paralegal and assistant \$125) and a fiduciary rate of \$150 (administrative work rate of \$50); and 3) applies the *Pirgu* and *Comerica* additional factors and adjusts Ms. Dudek's fees.<sup>45</sup>

#### **MRPC 1.5 (A) / SMITH V KHOURI / PIRGU & COMERICA FACTORS**

#### **THE DIFFICULTY OF THE CASE, I.E., THE NOVELTY AND DIFFICULTY OF THE QUESTIONS INVOLVED AND THE SKILL REQUISITE TO PERFORM THE LEGAL SERVICE PROPERLY**

77. As highlighted in these objections and as evident throughout the bills, the time and labor required of Ms. Dudek is far lower than that reflected in her billings—both fiduciary and legal.

78. There was no novelty or difficulty of the questions involved; instead, any novelty was created by the co-conservator and co-guardian's insistence on evicting Mr. Armor's wife, and when she spoke out about their actions, a personal protection order. All things that did not benefit Mr. Armor.

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<sup>45</sup> See Exhibit 10. Note the for July 21 through January 28<sup>th</sup> is particularly confusing. On page 72 of 93 there is a subtotal where Ms. Dudek bills her 25.08 hours at 348.50, while the remaining hours (8.9 on p. 93) are billed at \$350. Again, however, there is no explanation of what time is provided "pro bono."

Additionally, no special skill was necessary to perform the legal or fiduciary services. This factor suggests a downward adjustment of Ms. Dudek's bills.

**THE LIKELIHOOD, IF APPARENT TO THE CLIENT, THAT THE  
ACCEPTANCE OF THE PARTICULAR EMPLOYMENT WILL  
PRECLUDE OTHER EMPLOYMENT BY THE LAWYER**

79. There is no proof that by providing "services" to Mr. Armor that Ms. Dudek was precluded from accepting other employment, and in fact the retainer agreement acknowledges potential delays in service, providing, "Client acknowledges and understands Patricia E. Kefalas Dudek & Associates has many pending client matters happening at one time, no specific time frame has been discussed for addressing this matter as Ms. Dudek can never anticipate when client emergencies require shuffling priorities of cases."<sup>46</sup>

**THE FEE CUSTOMARILY CHARGED IN THE LOCALITY  
FOR SIMILAR LEGAL SERVICES**

80. The State Bar of Michigan, 2020 Economics of Law Practice Attorney Income and Billing Rate Summary Report has fee information for attorneys performing legal work broke down by area of practice and location. See <https://www.michbar.org/file/pmrc/articles/0000155.pdf>, p. # 7 provides:

	Number	25 <sup>th</sup> %	Median	Mean	75 <sup>th</sup> %	95 <sup>th</sup> %
Guardianship & Conservatorship	104	200	250	243	300	350

81. This hourly rate is for clients who have an estate that justifies the expense of a private attorney. Mr. Armor's estate clearly does not justify a

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<sup>46</sup> Exhibit 3, Dudek produced retainer agreement.

\$350 an hour attorney. To follow supreme court guidance, however, and for the sake of obtaining a baseline figure, the State offers \$250 an hour for Ms. Dudek's services in this case.

82. Additionally, this rate is for **legal services**, not for fiduciary services. Recall that Ms. Dudek represented the work to obtain the guardianship would be pro-bono. Therefore, most of the work Ms. Dudek performed was fiduciary, not legal.

### **THE AMOUNT INVOLVED AND THE RESULTS OBTAINED**

83. Mr. Armor's yearly income is approximately \$30,000 and he had a one-time inheritance of \$42,067.43. Meanwhile, Ms. Dudek's firm (does not include the legal fees of others) billed him \$78,968.20 for less than a year's work.

84. Mr. Armor was living much closer to his means before Ms. Dudek "services." Before Ms. Dudek and Father Blanchard's appointment, Mr. Armor's current monthly income was about \$2,507.46. Mr. Armor's fixed costs were approximately as follows:

Ferndale (rent):	\$850
Medication	\$40
Internet/cable	\$200
Phone	\$80
Transportation	\$100
Laundry	\$40
Food	\$100
Incidentals	\$40
Wayne Public Service	
CU loans	\$100
Auto Insurance	
(until July of 2021)	<u>\$200</u>

**Total** **\$1,750**

85. After Ms. Dudek’s “services”, his current fixed monthly expenses left him essentially nothing to cover his medication, weekly transportation to dialysis, and incidentals:<sup>47</sup>

James (rent):	\$2,245
WoW (internet/cable)	\$200
Boost (phone)	<u>\$60</u>
Total	\$2,505

86. Moreover, Ms. Dudek’s accounting is not clear on the scope of his potential debts as of her final accounting. For instance, how much does he owe the Public Services Credit Union? A 5/13/22 billing email suggests that Mr. Armor’s balance on his loan was \$561.10, and his line of credit balance was \$1413.10.<sup>48</sup> Before Ms. Dudek’s “services,” Mr. Armor was paying \$100 a month toward these loans. There is nothing in the final accounting acknowledging these potential debts. Even if the fiduciaries could not establish that the total loan amount was originally used for Mr. Armor, unless they were able to establish that the loan is not his responsibility, it should have been referenced. Additionally, billing documents suggest that The James only received a partial rent payment.<sup>49</sup> As part of her final

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<sup>47</sup> June 26, 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6.26.22. 75 pages, p. 65.

<sup>48</sup> June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22. 16 pages, p. 11, 4<sup>th</sup> entry.

<sup>49</sup> June 22, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice Period: 1-29-22 – 6-21-22. 16 pages, p. 16.

accounting, attorney Dudek should be required to clearly delineate Mr. Armor's debts as of June 16, 2022.

87. In addition to considering Mr. Anthony's total debt, when evaluating the results, this court should also consider how the total fees relate to Mr. Armors income. The following chart assist the court:

<b><i>Pirgu &amp; Comerica Adjustments</i></b>					
<b>Recipient</b>	<b>Amount Paid</b>	<b>Baseline</b>	<b>Subtract Pirgu/Comerica Adj.</b>	<b>Adj. Final Fees</b>	<b>Refund</b>
Patricia Dudek's Firm	\$ 44,075.13	\$9,636.17	\$6,500.00	\$3,136.17	\$40,938.96
GA/CA Guardian Ad Litem fees	\$ 1,118.50	\$1,118.50	\$0.00	\$1,118.50	\$0.00
Family Focus (PPO)	\$ 2,143.75	\$2,143.75	\$0.00	\$2,143.75	\$0.00
Father Blanchard	\$ 1,482.00	\$1,482.00	\$0.00	\$1,482.00	\$0.00
Expenses	\$ 2,076.86	NA	\$624.00	\$ 1,452.86	\$624.00
Final Accounting Guardian Ad Litem Fee					
<b>Totals</b>	<b>\$ 50,896.24</b>	<b>\$14,380.42</b>		<b>\$ 9,333.28</b>	<b>\$41,562.96</b>
Yearly Pension & Social Security					\$30,000.00
Inheritance					\$42,067.43
Total Proposed Resulting Fees as a % of Income					31%
Total Proposed Resulting Fees as a % of Inheritance					22%

88. Most benefits that Mr. Armor received from the co-guardianship and co-conservatorship were the result of Father Blanchard's efforts.

89. The \$2,143.75 for Family Focus legal fees for the personal protection order did not benefit Mr. Armor, and in fact were for the benefit of to co-guardians and co-conservators. For the sake of expeditiously resolving this matter, the State does not initially dispute the necessity of a personal protection order, but reserves this argument if appeals are taken.

90. In the totality of the circumstances, the results Ms. Dudek obtained for Mr. Armor suggests the most dramatic downward adjustment of her fees.

**THE TIME LIMITATIONS IMPOSED BY THE CLIENT OR  
BY THE CIRCUMSTANCES**

91. Mr. Armor's circumstances did not impose any strict time limitations for Ms. Dudek. Any time limitations were addressed by co-guardian and co-conservator Father Blanchard, whose fees, under the totality of the circumstances, the State is not objecting to.

**THE NATURE AND LENGTH OF THE PROFESSIONAL  
RELATIONSHIP WITH THE CLIENT**

92. The nature of the professional relationship between Ms. Dudek and her client it illustrated in the following exchanges (also illustrates excessive billing).

a. This following exchange took place shortly after Mr. Armor's inheritance ran out. Note Ms. Dudek charged Mr. Armor \$105 dollars to tell him he needed an attorney to ask her questions.<sup>50</sup>

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<sup>50</sup> See June 26, 2022, Co-Guardianship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 34 pages, first entry on p.3.

02-18-2022 PKD

Email  
Anthony Armor <aarmor2000@yahoo.com>  
Fri 2/18/2022 10:54 AM  
Dear Miss Dudek

When I agreed to allow you and Father Charles to be my guardian and conservator I was told that I would get a car, a computer and a Visa card. I was not told that you would close my Public Service Credit Union account. So far I have not received my car, my computer or my Visa credit card. I would like to know when are you and Father Charles going to fulfill your promises

Patti Dudek

Fri 2/18/2022 2:00 PM

When you stop lying to us. Stop contacting me. If you have questions for me I suggest that you secure your own legal counsel.

Patti

- b. In the following exchange Attorney Dudek misleads Mr. Armor indicating it will take a court order for something she forbids (*Mr. Armor wanted his wife to drive his vehicle to take him to medical appointments*) and that he has no right to see a doctor's report.<sup>51</sup>

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<sup>51</sup> See June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22. 16 pages, p. 4 second entry.

03-22-2022 PKD

Email

0.25 350.00

87.50

Patti Dudek  
Tue 3/22/2022 3:52 PM  
Debbie can't drive the car-  
Please stop calling every day!

Anthony Armor <aarmor2000@yahoo.com>  
Tue 3/22/2022 4:45 PM  
Why can't Debbie drive te car. Also I have a right to  
see Dr. Morelands report.

Patti Dudek  
Tue 3/22/2022 5:28 PM  
Debbie has threatened me several times in writing and  
on the internet. Did you forget that? She has  
threatened Father Charles the same way and in  
person. You have threatened Father Charles, so there  
is no way that I or Father Charles will be working with  
her ANY TIME in the future. You are wasting your time  
and energy. To get approval for Debbie to do  
ANYTHING will require a court order.

Also, You have no right to see Dr Moreland's report -  
you did not pay for it. I will be sharing it with the Judge  
in the future when Father and I petition to be removed  
as your guardian/conservator.

93. The length of Ms. Dudek's professional relationship with Mr. Armor is limited to this less than one year span where she indicated significant services would be free, paid herself Mr. Armor's entire \$42,067.43 inheritance over the course of about five weeks, and did not provide (as promised in her retainer agreement) monthly bills. And at the very end of the engagement, only after being required to do so by the court, provided more than 630 pages of bills, many still marked "DRAFT" indicating total charges of almost \$79,000.00.

94. The nature and length of the professional relationship with the client also suggest a dramatic downward adjustment of fees.



## **THE EXPERIENCE, REPUTATION, AND ABILITY OF THE LAWYER OR LAWYERS PERFORMING THE SERVICES**

95. Although Ms. Dudek has about 30-years of experience, her reputation and ability in serving Mr. Armor also suggests a considerable downward adjustment of fees.

96. Ms. Dudek's public reputation is poor given her 90-day suspension in 2020 by the Attorney Discipline Board for among other things:

- a. "Respondent charged and collected an illegal or clearly excessive fee, in violation of MRPC 1.5(a)";
- b. "Failed to hold property of clients or third persons in connection with a representation separate from her own property, in violation of MRPC 1.15(d)";
- c. Failed to timely refund an unearned fee, in violation of MRPC 1.16(d)";  
and
- d. Violated SSA §206 [42 U.S.C. 406] (a)(2)(A) for fee agreements, when she collected a fee in excess of the maximum fee specified in the agreement approved by SSA.<sup>52</sup>

97. Ms. Dudek's ability is reflected when she bills her client for an email not necessary had she carefully read the initial communication. Note the exchange took only five minutes, but Mr. Anthony Armor was billed for ½ an hour or \$175. The initial email should have resulted in no charge or at most,

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<sup>52</sup> Attorney Discipline Board April 3, 2020, Notice of Suspension with Conditions, 90 Days, Effective March 30, 2020 at <http://data.adbmich.org/coveo/notices/2020-04-03-18n-10.pdf#search=%2246408%22>.

already encompassed in the 12:02 email already billed for 15 minutes. Note this billing evidencing the exchange is separated by a page:<sup>53</sup>

11-05-2021	PKD	<p>I thank,</p> <p>Email</p> <p>On Nov 5, 2021, at 11:42 AM, Joseph Dedvukaj &lt;jdlawfirm@aol.com&gt; wrote:</p> <p>Hi Patti,</p> <p>We need to revise the probate court order because William Armor borrowed money against his lawsuit from Thrivent. The amount owed is \$12,874.20.</p> <p>The revised amount that Anthony Armor will be getting is 42,067.43.</p> <p>I will submit a revised order correcting the error.</p> <p>Thanks,</p>	0.25	350.00	87.50
11-05-2021	PKD	<p>dpowell@pekdaadvocacy.com</p> <p>Email</p> <p>On Nov 5, 2021, at 11:47 AM, Patti Dudek &lt;pdudek@pekdaadvocacy.com&gt; wrote:</p> <p>He took a loan against that? When did he do this? If it was done after you received our pleadings that loan may not be valid! Please send me any documentation you have and give us the check for the rest asap. Also, any revised order needs to be approved by the Co-Guardians and CO- Conservators !</p> <p>Patti</p>	0.25	350.00	87.50

98. The reputation and ability of Ms. Dudek also suggest a dramatic downward adjustment of fees.

#### WHETHER THE FEE IS FIXED OR CONTINGENT

99. The fees here are fixed but subject to the approval of the probate court.

#### COMERICA BANK FIDUCIARY FEE ADDITIONAL FACTORS

#### THE FIDELITY OR DISLOYALTY OF THE FIDUCIARY

100. Ms. Dudek should have recognized from the beginning that Mr. Armor could not afford her services and guided him to services he could afford. She

<sup>53</sup> January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages, p. 64 at last entry. Second email *Id.* p. 66, first entry.

had a fiduciary duty to do so and instead, putting her own financial interest in front of Mr. Armor's, she continued to provide her "services" and produced, duplicative and excessive bills that are extremely difficult to decipher. This factor alone suggests a considerable downward adjustment.

**[7] <sup>54</sup> THE MANNER AND PROMPTNESS IN PERFORMING ITS DUTIES AND RESPONSIBILITIES.**

**[8] ANY UNUSUAL SKILL OR EXPERIENCE OF THE FIDUCIARY;  
[10] THE AMOUNT OF RISK.**

**[12] ANY ESTIMATE OF THE FIDUCIARY OF THE VALUE OF HER SERVICES**

101. Although duties were generally performed promptly, there was no unusual skill or experience necessary, and there was essentially no risk involved. Attorney Dudek has the burden of establishing the value of her fiduciary services.

**ATTORNEY DUDEK'S 4% SURCHARGE OF LEGAL  
SERVICES & MINIMUM CHARGE OF .25 HOURS FOR  
ALL ENTRIES IS UNREASONABLE**

102. Given the totality of the circumstances, the court should not enforce the retainer agreement indication that: "In lieu of separate entries for copying charges, postage, long distance telephone calls, facsimile cost, we do add a 4% surcharge of the legal services and there is a minimum charge of .25 hours for all entries." Exhibit 2, Dudek Provided Retainer Agreement.

103. This surcharge and minimum charge for all entries is excessive, duplicative, and should be disallowed. [MCL 700.5421](#).

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<sup>54</sup> The number in brackets represents the criteria number assigned by the Court of Appeals in *Comerica Bank v Adrian*, 179, Mich App 712, 724 (1989).

104. Moreover, Ms. Dudek bills for Fed Ex mailing expenses.<sup>55</sup> The State contends the Fed Ex fees should be allowed but the 4% surcharge should be eliminated.

**REIMBURSEMENT TO CO-CONSERVATOR BLANCHARD OF  
A MORE THAN ONE-YEAR-OLD PURPORTED LOAN AND  
SIMILAR PAYMENTS HE APPARENTLY MADE ON BEHALF OF  
MS. BURKS SHOULD NOT BE APPROVED**

105. While acknowledging the need for non-professional fiduciaries and thus generally encouraging communities of faith to help members of their congregation, fiduciaries must act with caution when their personal financial interest intersects with the financial interest of the individual in their care.

106. By becoming a co-conservator, Father Blanchard was able to be reimbursed for costs he incurred up to *a year before* the conservatorship was in place.

107. Most of the reimbursement (\$3,095.96) is for an August 4, 2020, repair of a Chrysler Town and Country Van. Moreover, the vehicle invoice has “Debbie” on it and does not indicate it was for Mr. Armor. The other items reimbursed may also not be for Mr. Armor, note \$181.50 for a storage unit dated 11/6/2021; and \$175 for a difficult to read apparent default judgment receipt for “Carl David Burks.” See Exhibit G to Patricia Dudek and Father Blanchard’s 7-1-22 petition to allow accounts.<sup>56</sup>

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<sup>55</sup> See June 26, 2022, Co-Guardianship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22, at p. 34. June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22, at p.16.

<sup>56</sup> Exhibit 12, Receipts Supporting Payments to Father Blanchard.

108. Non-interested conservators should ask for loan documentation and likely would not pay a debt there is no legal obligation to pay.

109. This payment was authorized despite repeated emphasis that Mr. Armor's money could only be used for Anthony (e.g., 9/29/21 email from attorney Dudek to Father Blanchard; "1) she [Ms. Burks] can't have access [to] the money for her needs, it can only be used for Anthony."<sup>57</sup>

110. The total purported loan reimbursement of \$3,451.09 exceeds the money Father received for fiduciary services (\$1,482.75).

111. Although, as a lay co-conservator, Father Blanchard may have not realized this fiduciary obligation, a \$250 an hour attorney should authorize repayment of a loan without proper documentation.

112. The wisdom of action and reasonableness of the time Father Blanchard spent is also in question as he bills, except for three references to "Lyft Transportation" at ½ hour, in a *minimum* of one-hour increments and represents the time spent as "volunteer" hours.

113. For instance, Father Blanchard bills an entire hour for paying single bills (e.g., 11.27.21 Comcast; 12.1.21 AfterPay; 12.14.21 Boost Mobile account.) Father's bills were previously submitted to the court.

114. However, since it is clear from Ms. Dudek's billings that Father Blanchard did not bill for emailing Ms. Dudek, the State is not objecting to

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<sup>57</sup> January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages, at p. 31.

Father Blanchard's fees. If Father Blanchard, however, appeals the court's judgement, the State reserves the opportunity to object to his billings.

### **CONCLUSION AND RELIEF REQUESTED**

For the reasons stated above, the Attorney General requests that the Court order the following:

- A. Approve Charles Blanchard's co-conservator and co-guardian fees as submitted.
- B. Void the payment of a purported debt of \$3,451.09 to Charles Blanchard and order Mr. Blanchard to repay within 60 days of this court's order. Mr. Armor's current conservator, upon the provision of a contract or other proper loan documentation, can evaluate this purported debt in the context of Mr. Anthony's other debts.
- C. Approve the \$2,143.75 in attorney fees paid to the Family Focus Law firm.
- D. Determine a reasonable hourly rate for Ms. Dudek and her staff for legal services and a separate, considerably lower rate for her professional fiduciary services. Multiply these rates by the reasonable number of hours spent for a baseline figure (see the State's exhibit 10), and then adjust her fees based on the *Pirgu* and *Comerica* factors. The State's chart on page 29 suggesting as a reasonable and fair adjustment that attorney Dudek repay Mr. Armor \$41,562.96.
- E. Order Ms. Dudek to refund to Mr. Armor the appropriate balance within 30 days of this court's order.

- F. Order Ms. Dudek, within 14 days of this court's order to make a full accounting of Mr. Armor's debts—including disputed debts—as of June 16, 2022, including the provision of all documents relating to said debts (e.g., Ferndale lease document and notice of intent to vacate or other communication providing notice and terminating his legal responsibility to pay rent to Ferndale).
- G. Require Ms. Dudek, at no cost to Mr. Armor or others, to fully cooperate with all transition necessary to the new conservator or subsequent conservators, including but not limited to full cooperation with Mr. Armor's current attorney, Roger West, or other attorneys working on Mr. Armor's behalf.
- H. Order Ms. Dudek to provide this court with proof of service of the final order in this case on probate courts in all jurisdictions where she is currently serving in a fiduciary capacity as a guardian or conservator.
- I. Order such other appropriate relief as is deemed just and equitable.

Respectfully submitted



Katharyn A. Barron (P45363)  
State Public Administrator  
Assistant Attorney General  
P.O. Box 30755  
Lansing, MI 48909  
(517) 335-4004

Dated: November 2, 2022

**ANTHONY ARMOR  
WAYNE COUNTY PROBATE COURT 2021-868525-CA**

**EXHIBIT LIST**

1. Anthony Armor Affidavit
2. Dudek Produced Retainer Agreement
3. Legal and Fiduciary Fees Breakdown With Dates Dudek Paid Self
4. Legal and Fiduciary Fees that Dudek Paid Herself in About Five Weeks
5. Armor Conservatorship Inventory
6. February 7, 2022, Order of Bond of Fiduciary
7. Dudek Billed Pro Bono Time To File Petition to Modify Guardianship
8. State Contends Only Post Petition Legal Services
9. Factors to Determine Reasonable Fees
10. Legal and Fiduciary Baseline Figures
11. Excessive Billing Example, The James Lease
12. Receipts Supporting Payments to Father Blanchard



*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

# EXHIBIT 1

STATE OF MICHIGAN  
PROBATE COURT  
COUNTY OF WAYNE

IN THE MATTER OF  
ANTHONY A. ARMOR,

CASE NO. 2021-868525-CA  
HON. LAWRENCE J. PAOLUCCI

---

Roger E. West (P41391)  
Lakeshore Legal Aid  
Attorneys for Anthony A. Armor  
3200 Greenfield Road, Ste 340  
Dearborn, MI 48120  
(313) 314-1500, Ext. 1605  
rwest@lakeshorelegalaid.org

Patricia E. Kefalas Dudek (P46408)  
Attorney for Co-Guardians  
Patricia E. Kefalas Dudek and  
Father Charles Blanchard  
30445 Northwestern Hwy, Ste 310  
Farmington Hills, MI 48334  
(248) 254-3462  
pdudek@pekdadvocacy

Katharyn A. Barron (P45363)  
State Public Administrator  
Michigan Department of Attorney General  
Public Administration Division  
P.O. Box 30755  
Lansing, Michigan 48909  
(517) 335-4004  
AG-PA@michigan.gov

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**AFFIDAVIT OF ANTHONY ARMOR**

I, Anthony Armor, being duly sworn, depose and say as follows:

1. I am presently, and was at all times relevant to this matter, the subject of this Conservatorship action.
2. If sworn as a witness, I can testify to the facts contained within this affidavit.

3. I have looked at all the emails in the State's Objections and exhibits (attached papers) and I agree to including them in a public document.
4. I met my wife, Debbie David (also known as Carl David Burks, referred in this document as "Debbie David") in Minnesota in 1999 at a Star Trek convention. She was one of the featured celebrities.
5. I married Debbie David in December of 2016.
6. Based on the promises that I would be able to pay off my debts, and get both a car and a computer, I agreed to help offered by Father Blanchard.
7. Father Blanchard told me that he knew an attorney that would help me "pro bono." or for free.
8. I do not recall signing the document shown to me entitled "RETAINER AGREEMENT" with my name next to "Client Name:".
9. I did not get a copy of the signed Retainer Agreement referenced in the previous paragraph.
10. At the time I was working with Father Blanchard and Ms. Dudek, I did not understand the difference between a guardianship and a conservatorship; I thought it was all one.
11. It was not explained to me that there would be four bills and what each bill would be for.
12. Before Father Blanchard and attorney Dudek started helping me, my monthly bills were about as follows:

Ferndale (rent):	\$850.00
Medication	\$40.00
Internet/cable	\$200.00
Phone	\$80.00
Transportation	\$100.00
Laundry	\$40.00
Food	\$100.00
Incidentals	<u>\$40.00</u>
Wayne Public Service Credit Union loans	\$100.00
Automobile Insurance (until July of 2021)	\$200.00
Total	\$1,750.00

13. My wife Debbie David would help with some costs.

AFFIANT SAYS NOTHING FURTHER.

Anthony A. Armor  
Anthony Armor

Subscribed and sworn to before me, a Notary Public,  
on the 1st day of November, 2022.

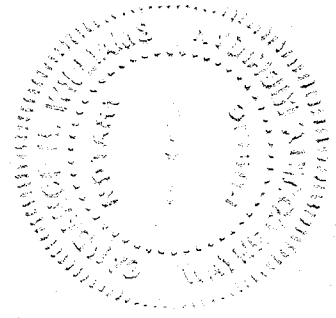
Candace M. Williams  
Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My commission expires: 2/4/2027

CANDACE M. WILLIAMS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Feb 4, 2027  
ACTING IN COUNTY OF Wayne



*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 2**

***Patricia E. Kefalas Dudek***  
***Patricia E. Kefalas Dudek & Associates***

Mailing Address:  
30445 Northwestern Highway, Suite 310  
Farmington Hills, MI 48334  
Tel: 248/254-3462 Fax: 248/928-9233

**RETAINER AGREEMENT**

Client Name: Anthony A. Armor

Client Address: 1400 W. 9mile Rd. Ferndale Michigan 48220 Apartment #4

Client Cell Number: 313-623-6788

Client Email: [aarmor2000@yahoo.com](mailto:aarmor2000@yahoo.com); [frcharles@ferndalecgs.com](mailto:frcharles@ferndalecgs.com)

The undersigned, Anthony A. Armor (hereinafter referred to as "the client"), retains Patricia E. Kefalas Dudek, of Patricia E. Kefalas Dudek & Associates (hereinafter "the firm") To: Petition to Modify Guardianship and appoint a Conservator; and to assist with potential divorce and Asset Protection. Please note Ms. Dudek has already begun working on your file. Client acknowledges and understands Patricia E. Kefalas Dudek & Associates has many pending client matters happening at one time, no specific time frame has been discussed for addressing this matter as Ms. Dudek can never anticipate when client emergencies require shuffling priorities of cases. Patricia E. Kefalas Dudek shall be paid at the rate of Three Hundred Fifty Dollars (\$350.00) an hour and other attorneys at Two Hundred Dollars (\$200.00) to Two Hundred Thirty Dollars (\$230.00) an hour. Work performed by the secretaries, law clerks and paralegals of the firm shall be charged at a rate of One Hundred Twenty-Five Dollars (\$125.00) an hour. The hourly rates will increase during a lengthy representation, and you will be charged accordingly.

We will send you monthly statements to you detailing the services provided. In addition to the fees, our firm will advance costs as may be needed on your behalf. Typical costs include such items as filing fees for petitions and delivery to the Court, express mail charges and any our of pocket costs. In lieu of separate entries for copying charges, postage, long distance telephone calls, facsimile costs, we do add a 4% surcharge of the legal services and there is a minimum charge of .25 hours for all entries. We have found this amount is generally reflective of the actual use and avoids the time to separately record these items. This fee does not include parking fees and mileage for court appearances. If you have any questions or concerns regarding the billing statements, we would be happy to review them with you, without any charge for the time. This surcharge does not include mileage, parking and other such expenses, which are billed separately.

We respectfully request that all payment be made within ten (10) days after the receipt of the statement for services. All accounts not paid in full shall be subject to seven percent (7%) interest annually. The parties agree that the work to file the petition, modify of guardianship will be Pro-

Bono. However, the Conservatorship, and asset protection plus (+) protection of Anthony A. Armor shall be paid for from the coming inheritance of the client.

This agreement is not subject to the Attorney/Client privilege.

Anthony A. Armor  
Client's Signature

08/05/2021  
Date

Patricia E. Dudek  
Attorney's Signature

8/3/2021  
Date

#### GUARANTY OF PAYMENT

For and in consideration of legal services rendered and to be rendered by Patricia E. Kefalas Dudek of Patricia E. Kefalas Dudek & Associates I guarantee full payment for said legal services and all relative costs, plus interest, if applicable.

Anthony A. Armor  
Client's Signature

08/05/2021  
Date

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 3**



**LEGAL AND FIDUCIARY FEES BREAKDOWN With Dates Dudek Paid Self**

			Amount Billed				Notes	# Bill Pgs.
<b>LEGAL fees</b>								
Legal Conservator 11-21 to 1-28-22			\$ 5,668.14				Paid \$2,000 on 12/9/21	<b>21</b>
Legal Conservator 1-29 to 6-26-22			\$ 9,057.40				No payments.	<b>16</b>
Legal Guardianship 7-21-21 to 1-28-22			\$ 17,610.30				Paid \$16,365.13 between 11/9 and 11/18/21	<b>93</b>
Legal Guardianship 1-29 to 6-26-22			\$ 9,663.04				Paid \$1,000 on 2/7 and 4/11/22	<b>16</b>
<i>Total Billed for Legal Fees</i>			<b>\$ 41,998.88</b>					
	Date Dudek Paid Self	Amount Dudek Paid Self	Bill Date/Status					
<b>Less Payments</b> (modified Dudek document to put payments in chronologocial order)								
	11/9/2021	\$ 9,067.63	GA 1/28/22 Invoice # 172 for 7/21/21 -1/28/22				Paid <b>before</b> services billed.	93
	11/12/2021	\$ 2,000.00	" " " "				" " " "	"
	11/16/2021	\$ 1,097.50	" " " "				" " " "	"
	11/18/2021	\$ 4,200.00	" " " "				" " " "	"
	12/9/2021	\$ 2,000.00	CA 1/28/22 DRAFT for 11/16/21 - 1/28/22				" " " "	21
	2/7/2022	\$ 1,000.00	GA 6/28/22 DRAFT for 1/29/22 - 6/26/22				" " " "	
	4/11/2022	\$ 1,000.00	GA 6/28/22 DRAFT for 1/29/22 - 6/26/22				" " " "	
<i>Total Legal Paid</i>		<b>\$ 20,365.13</b>						
Total Legal Still Owed			<b>\$ 21,633.75</b>					

<b>FIDUCIARY Fees</b>			<b>Amt. Billed</b>				<b>Notes</b>	<b># Pgs</b>
Co-Conservator 8-3 to 1-28-22	#7		\$ 6,788.10				No payments	<b>58</b>
Co-Conservator 1-29 to 6-26-22	#8		\$ 17,983.38				Paid <b>before</b> services billed. <b>Charges \$350 an hour (her legal rate) for fiduciary work.</b> 11/24, \$5,000 & 12/1 \$7,000.	<b>75</b>
Co-Guardianship 8-3 to 1-28-22	#5		\$ 5,268.30				Paid <b>before</b> services billed. \$11,710 paid first two weeks of December causing <b>credit of \$6,441.70.</b>	<b>48</b>
Co-Guardianship 1-29 to 6-26-22	#6		\$ 6,929.54				No payments. <b>Charges \$350 an hour (her legal rate) for fiduciary work.</b>	<b>34</b>
<i>Total Billed for Fiduciary Fees</i>			<b>\$ 36,969.32</b>					
	<b>Date Dudek Paid Self</b>	<b>Dudek Paid Self</b>		<b>Bill Date/Status</b>				
<b>Less Payments</b>	11/24/2021	\$ 5,000.00		CA 6/28/2022 DRAFT for 1/29/22 - 6/26/22			Paid <b>before</b> services rendered. <b>Charges \$350 (legal rate) for fiduciary services.</b>	75
	12/1/2021	\$ 7,000.00		" " "			" " "	"
	12/2/2021	\$ 4,000.00		GA 1/28/22 Invoice #174 for 8/3/21 - 1/28/22			Paid <b>before</b> services billed. <b>Overpaid self \$6,441.70 in December of 2021.</b>	48
	12/10/2021	\$ 7,000.00		" " "			" " "	"
	12/14/2022	\$ 600.00		" " "			" " "	"
	12/15/2022	\$ 110.00		" " "			" " "	"
<b>Total Payments</b>		<b>\$ 23,710.00</b>						
<b>Total Fiduciary Fees Still Owed:</b>			<b>\$ 13,259.32</b>					

Total Dudek billed **\$ 78,968.20** (41,998.88 + 36,969.32)

Total Dudek Fees paid **\$ 44,075.13** (20,365.13 + 23,710.00)

Total Dudek still owed **\$ 34,893.07** (21,633.75 + 13,259.32)

Total billing pages (bold sum) **361**

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## EXHIBIT 4

**ARMOR LEGAL AND FIDUCIARY FEES THAT DUDEK PAID HERSELF IN ABOUT FIVE WEEKS**

	Paid Date	Amount	Bill Date and Invoice # or DRAFT	Notes
<b>Legal Fee Payments</b>	11/9/2021	\$ 9,067.63	GA 1/28/22 Invoice # 172 for 7/21/21 -1/28/22	Paid <b>before</b> services billed.
	11/12/2021	\$ 2,000.00	" " "	" " "
	11/16/2021	\$ 1,097.50	" " "	" " "
	11/18/2021	\$ 4,200.00	" " "	" " "
	12/9/2021	\$ 2,000.00	CA 1/28/22 DRAFT for 11/16/21 - 1/28/22	Paid <b>before</b> services billed.
<i>Total Payments</i>		<b>\$ 18,365.13</b>		
<b>Fiduciary Fee Payments</b>	11/24/2021	\$ 5,000.00	CA 6/28/2022 DRAFT for 1/29/22 - 6/26/22	Paid <b>before</b> services <b>provided</b> & billed legal rate for fiduciary services.
	12/1/2021	\$ 7,000.00	" " "	" " "
	12/2/2021	\$ 4,000.00	GA 1/28/22 Invoice #174 for 8/3/21 - 1/28/22	Paid <b>before</b> services billed. <b>Credit \$6,441.70</b>
	12/10/2021	\$ 7,000.00	" " "	" " "
	12/14/2022	\$ 600.00	" " "	" " "
	12/15/2022	\$ 110.00	" " "	" " "
<i>Total Payments</i>		<b>\$ 23,710.00</b>		
<b>Total Dudek Legal and Fiduciary paid in five weeks</b>		<b>\$ 42,075.13</b>		
<b>Amount Mr. A. Armor inherited from his brother</b>	<b>11/9/2021</b>	<b>\$ 42,067.43</b>		

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 5**

STATE OF MICHIGAN PROBATE COURT WAYNE COUNTY	INVENTORY (CONSERVATORSHIP) <input type="checkbox"/> AMENDED	CASE NO. and JUDGE 2021-868525-CA Hon. Lawrence J. Paolucci
--	---	---

Court address 1305 Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226 Court telephone no.

**USE NOTE:** The conservator must serve this completed inventory on all interested persons as required by Michigan Court Rules 5.105 and 5.125. Then the conservator must complete a proof of service (form PC 564) and file it and this inventory with the court.

In the matter of Anthony A. Armor  
First, middle, and last name

I, Father Charles Blanchard, am the conservator and submit the following as a complete  
Name (type or print)

and accurate inventory of all the assets of the estate, including the fair market valuations as of the date of qualification as conservator. I have listed on this inventory any property the protected individual owns jointly or in common with others, including the type of ownership.

PERSONAL PROPERTY AND REAL PROPERTY DESCRIPTION If the property is owned by both the protected individual and others, specify the type of ownership in the description and check the box in the column "Total Value of Property." If the property has been used to secure a loan, show the nature and amount of the lien. Definitions and instructions for completing the inventory are on the next page.	LIEN AMOUNT	TOTAL VALUE OF PROPERTY (without reduction for lien)
Public Service Credit Union Share Account [REDACTED]		6.00 <input type="checkbox"/>
Public Service Credit Union IRA Savings Account [REDACTED]		26.08 <input type="checkbox"/>
Public Service Credit Union Checking Account # [REDACTED]		-497.15 <input type="checkbox"/>
Public Service Credit Union Vacation Account # [REDACTED]		2.45 <input type="checkbox"/>
Michigan First Credit Union Checking Account [REDACTED]		3.24 <input type="checkbox"/>
Settlement approved by Hon. David A. Braxton, Case #2020-858932-DE, William Armor		42,067.43 <input type="checkbox"/>
Pending complaint vs Meemic Insurance, Case #21-014319-NF, Hon. Edward Ewell Jr.		<input type="checkbox"/>
		<input type="checkbox"/>
TOTAL ASSETS		41,608.05

I declare under the penalties of perjury that this inventory has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

*Patricia E. Kefalas Dudek*  
Attorney signature

Patricia E. Kefalas Dudek

Attorney name (type or print)

30445 Northwestern Hwy., Suite 310

Address

Farmington Hills, MI 48334

City, state, zip

P46408

Bar no.

248-254-3462

Telephone no.

Date

*Father Charles Blanchard*  
Signature

Father Charles Blanchard

Name (type or print)

734 Pinecrest Drive

Address

Femdale, MI 48220

City, state, zip

248-417-1908

Telephone no.

Approved, SCAO

Form PC 674, Rev. 1/21

MCL 700.5417, MCR 5.409(B)

Page 1 of 1

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## EXHIBIT 6

STATE OF MICHIGAN  
PROBATE COURT  
COUNTY OF WAYNE

ORDER FOR BOND  
OF FIDUCIARY

FILE NO.

**2021-868525-CA**  
Judge: Lawrence J Paolucci

Estate of Anthony A Armor, Protected Individual

It appearing to the court that the fiduciary has liquid assets of:

\$42,105.20 dollars.

ORDER

IT IS ORDERED that Patricia E Kefalas DudekFather Charles Blanchard

is directed to give to the court within 15 days a bond in said matter in penal sum of

\$ 42,000.00 dollars with sufficient surety to be approved by the Judge of this Court.

2/7/2022

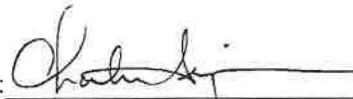
Date



Judge Lawrence J Paolucci

Bar No. 46250

By:



Deputy Probate Register

Bond due: 2/22/2022

Do not write below this line - For court use only



*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 7**

## Dudek Billed Pro Bono Time To File Petition to Modify Guardianship

Document dated January 28th 2022. Invoice # 172. "Time To Secure The G-Ship & Legal Pertaining To The G-Ship" 93 pages. See pp. 1-19		Dudek provided retainer agreement: "The parties agree that the work to file and petition, modify of guardianship will be Pro-Bono. However, the Conservatorship and asset protection plus (+) protection for Anthony A. Armor shall be paid for from the coming inheritance of the client."				
Date	Person	Task	PKD Time	Paralegal Time	Rate	Amount
7/23/2021	LM-paralegal	Email to A. Armor to set up initial meeting		0.25	\$150.00	\$37.50
7/26/2021	LM-paralegal	Invite to Zoom initial mtg		0.25	\$150.00	\$37.50
7/26/2021	PKD	Email to Mike McClory how do we review files during pandemic	0.3		\$350.00	\$105.00
7/27/2021	LM-paralegal	Printing out documents from website.		1.5	\$250.00	\$150.00
8/3/2021	LM-paralegal	Retainer agreement to Father Charles		0.25	\$150.00	\$37.50
8/10/2021	PKD	Email regarding Armor lease, read email from F. Blanchard and response from Lessor including lease	0.25		\$350.00	\$87.50
8/10/2021	DP paralegal	Petition to modify guardianship and appoint conservator		1	\$150.00	\$150.00
8/10/2021	PKD	Response to F. Blanchard giving SS. Pension, and Niece's name. "Love your signature line but I prefer wine!"	0.25		\$350.00	\$87.50
8/10/2021	PKD	Conference with client	0.4		\$350.00	\$140.00
8/12/2021	DP paralegal	Spoke to Patti about petition and edited document for presentation to client		1	\$150.00	\$150.00
8/13/2021	DP paralegal	Editing petition		1	\$150.00	\$150.00
8/13/2021	DP paralegal	9:53 AM email to F.Blanchard apparently confirm 9:25 email		0.25	\$150.00	\$37.50

Date	Person	Task	PDK Time	Paralegal Time	Rate	Amount
8/13/2021	DP paralegal	9:25 email to F. Blanchard and Anthony Review, have Armor sign and return		0.25	\$150.00	\$37.50
8/16/2021	DP paralegal	8:51 Email from F. Blanchard responding to info request		0.25	\$150.00	\$37.50
8/16/2021	DP paralegal	9:52Email F. Blanchard with other requested info		0.25	\$150.00	\$37.50
8/16/2021	PDK	F. Blanchard email regarding Debbie	0.25		\$350.00	\$87.50
8/17/2021	DP paralegal	PC pick up documents to file		0.25	\$150.00	\$37.50
8/17/2021	PDK	1:23 Conference on Zoom	0.25		\$350.00	\$87.50
8/17/2021	PDK	Second email from Zoom	0.25		\$350.00	\$87.50
8/23/2021	DP paralegal	Looking at ROA to see if petitions entered		0.25	\$150.00	\$37.50
8/25/2021	DP paralegal	Looking at ROA to see if petitions entered		0.25	\$150.00	\$37.50
8/26/2021	DP paralegal	DP email to F. Charles with status update.		0.25	\$150.00	\$37.50
9/3/2021	DP paralegal	Email law firm about inheritance		0.25	\$150.00	\$37.50
9/3/2021	DP paralegal	Telephone call to attorney for inheritance regarding Zoom hearing on September 28, 2021.		1	\$150.00	\$150.00
9/7/2021	DP paralegal	Telephone call to attorney for inheritance regarding Zoom hearing on September 28, 2021.		0.35	\$150.00	\$37.50
9/7/2021	PDK	2;11 Conference call with "client" but was really with Father Blanchard	1		\$350.00	\$350.00
9/7/2021	PDK	1:59 email from Zoom about conference call.	0.25		\$350.00	\$87.50
9/7/2021	PDK	another email regarding Zoom conference	0.25		\$350.00	\$87.50

Date	Person	Task	PDK Time	Paralegal Time	Rate	Amount
9/8/2021	DP paralegal	Checked ROA for update		0.25	\$150.00	\$37.50
9/8/2022	DP paralegal	email McClory regarding no listing on ROA		0.25	\$150.00	\$37.50
9/8/2021	PDK	Email regarding inheritance matter	0.25		\$350.00	\$87.50
9/14/2021	DP paralegal	ROA status of petitions		0.25	\$150.00	\$37.50
9/15/2021	DP paralegal	ROA status of petitions		0.25	\$150.00	\$37.50
9/17/2021	PDK	Father Charles Zoom call but no topic referenced	0.23		\$350.00	\$80.50
9/20/2021	DP paralegal	Checked ROA for update, emailed McClory and got call from Probate Counter saying it was rejected because signed by Anthony Armor who is NOT listed as the petitioner. Said correct and get submitted tomorrow she will process		1	\$150.00	\$150.00
9/20/2021	PDK	Email to Blanchard have Armor tell inheritance attorney and get them to send me paperwork about inheritance hearing.	0.25		\$350.00	\$87.50
9/20/2021	DP paralegal	email to PDK about conversation with Father Charles.		0.25	\$150.00	\$37.50
9/20/2021	DP paralegal	4:43 email to PDK and F. Blanchard explaining resubmit petitions need to be filed by Patti and Father.		0.25	\$150.00	\$37.50
9/20/2021	DP paralegal	Email to McClory regarding petition		0.25	\$150.00	\$37.50
9/20/2021	DP paralegal	3:37 McClory to Asia Curry and COPIED to DP, have her staff process.		0.25	\$150.00	\$37.50
9/21/2021	DP paralegal	4:51 EMAIL WITH amended PETITIONS		0.3	\$150.00	\$45.00
9/21/2021	DP paralegal	before 4:51 because referenced getting F. Blanchard's signature		0.5	\$150.00	\$75.00
		<b>Totals</b>	<b>4.18</b>	<b>12.65</b>	<b>Total</b>	<b>\$3,270.50</b>

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## EXHIBIT 8

## State Contends Post Petition Only Legal Services

DATE	Task	ATY Time	PARA Tm
10. January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 - 1-28-22. 93 pages.			
9/26/2021	PDK file documents to get inheritance	0.25	
9/28/2021	PDK court appearance GA/CA	1.25	
9/28/2021	DP email to AAA regarding rescheduled 10/19 hearing		0.25
9/28/2022	PDK to inheritance attorney	0.25	
9/29/2021	PDK email from FB regarding trial strategy (only allowing one but has 3 entries)	0.25	
9/29/2021	PDK to FB only CA file for divorce	0.25	
9/29/2021	DP email regarding hearing date (should have done POS at same time, not allow 10/1 15 minutes)		0.25
10/5/2021	PDK to FB and paralegal regarding preparing consent for Debbie or just tell GAL	0.25	
10/7/2021	PDK email court regarding GAL	0.25	
10/13/2021	PDK call with GAL	0.4	
10/13/2021	PD to PDK regarding facts up to hearing.		0.25
10/19/2021	PDK court appearance GA/CA	1	
12/2/2021	DP petition for immediate consideration with OAKLAND county ** * * *mental health treatment		0.25
	DP email to PKD letting her know judge is ready		0.25
	Transport order AFTER to LEGAL council for police and FB		0.3
	PDK to legal council	0.25	
	PDK second email to legal council	0.3	
12/2/2022	DP with PDK on mental health treatment petition		0.3
	PDK mental health treatment petition	0.25	
	PDK 11:47 transport order email to ATY representing Ferndale	0.25	
	DP pc from Ferndale police		0.25
12/3/2021	PDK lets FB know about transport order.	0.25	
<b>Total Hours</b>		<b>5.45</b>	<b>2.1</b>

DATE	Task	ATY Time	PARA Tm
<b>11. June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22. 16 pages.</b>			
3/22/2022	Respond to AAA why Debbie can't drive car and not see Dr. Moreland's report	0.25	
4/8/2022	PDK Expressing that wanted to be resent for AAA's deposition	0.25	
4/11/2022	PDK read FB's email about deposition that took place 4/11/22	0.25	
4/11/2022	PDK talked to Dr. Moylan about being harassed and daughter being harassed at work.	0.6	
4/12/2022	DP faxes info from Dr. Moylan	0.25	
4/21/2022	PDK refile change of venue	0.25	
4/22/2022	DP work on pet to modify GA and change venue		1
4/22/2022	Email file pet to modify GA and change venue		0.25
5/5/2022	DP draft notice of hearing		0.5
5/10/2022	Sent notice etc.		1
5/20/2022	DP attorney in landlord tenant case. PDK says retained counsel for fiduciaries.		0.5
5/20/2022	DP email info to Roger West		0.25
5/22/2022	DP email "Otter Transcripts" to R. West		0.25
5/23/2022	PDK received West petition to term GA and modify CA	0.25	
5/23/2022	DP upload prev document		0.25
5/23/2022	DP email psychologist report to R. West		0.25
5/23/2022	DP Upload Atty Laura Kystad for PKD.		0.25
5/23/2022	DP email R. West Pet to FB.		0.25
5/25/2022	DP appearance for PKD in 43rd District for Anthony.		0.25
5/29/2022	PDK email from FB regarding violations of PPO	0.25	
6/2/2022	EMP call with FB regarding event at church and threatening phone call from Debbie, have PPO ready.		0.25
6/7/2022	DP, document prep for PKD for hearing tomorrow.		1
6/8/2022	DP document for hearing		0.5
6/9/2022	DP emailed edited proposed order. Also copy of Jane Doe investigation on * * *.		0.25
6/9/2022	DP more edits to R. West		0.25
6/9/2022	PKD stip order first draft	0.25	
	<b>Totals</b>	<b>2.6</b>	<b>7.25</b>
<b>12. January 28, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice period 11-16-21 – 1-28-22. 21 pages.</b>			
11/16/2022	PDK Debbie stop taping.	0.25	

DATE	Task	ATY Time	PARA Tm
11/17/2022	PDK lease in only AAA's name Cease and Decease to Debbie.	0.25	
11/30/2022	PKD received and reviewed documents for James Place	0.3	
12/1/2022	PKD meeting with Paralegal listen to recordings of Debbie, Father B call, reviewed lease and signed.	2	
12/3/2022	AAA email to Dudek regarding his legal obligations to wife, Dudek never answers.	0.25	
12/3/2022	Blanchard to Dudek on same issue. NOT recording because duplicate		
12/13/2022	Joseph Dudvukaj to PKD regarding AAA's lawsuit for damages.	0.25	
12/15/2021	PKD email from FB saying he baned Debbie and Heather from the James and James wanted "formal declaration."	0.25	
	PKD response with LOL not sure there is such a document		
12/15/2021	DP created affidavit for AA sent to James banning Debbie and Heather		1
12/23/2021	PKD communication with Michigan First Credit Union	0.17	
12/27/2021	DP letters of authoity to bank, have legal look them over.		0.25
	<b>Totals</b>	<b>3.72</b>	<b>1.25</b>

**13.June 22, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice Period: 1-29-22 – 6-21-22. 16 pages.**

2/2/2022	DP DRAFTED SPEADSHEET SHOWING TRANSFERS FROM IOLTA		1
2/4/2022	DP email attorney to let her know looking to file a PPO and divorce in Oakland.		0.3
3/5/2022	PKD email from FB asking about criminality in Debbie cashiing a check. And PKD giving precise instructions on what to do.	0.35	
3/16/2022	DP paid filing fee for change of venue.		0.25
3/17/2022	PKD notice of hearing and instructions to FB	0.25	
3/17/2022	DP 1 hour notice of hearing, proof of service on PKD's calandar.		1
4/26/2022	PDK Appearance for PPO hearing	2.5	
5/24/2022	PDK received and reviewed documents from Roger West. Appearance for PPO hearing	0.25	
6/17/2022	EMP AAA called and said his lawyer Roger West emailed PKD and asked about Truelink card.		0.25
	<b>Totals</b>	<b>3.35</b>	<b>2.8</b>



*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 9**

# FACTORS TO DETERMINE REASONABLE FEES

# Armor WCPC Exhibit 9

Attorney Fees	Attorney Fees	Fiduciary Fees
MRPC 1.5 (a) (1) – (8); <i>Smith v Khouri</i> , 481 Mich 519, 537 (2008).	<i>Pirgu v United Services Auto Assn</i> , 499 Mich 269, 281-282 (2016). <i>Wood v DAIIE</i> , 413 Mich 573, 588 (1982).	<i>Comerica Bank v. City of Adrian</i> , 179 Mich. App. 712, 724 (1989).
(1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.	The difficulty of the case, i.e., the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly. <i>Pirgu / Wood</i> factor {2}	[6] The time and the services required. [3] The character of the work involved. [5] The knowledge, skill, and judgment required and used. [2] The responsibility involved.
(2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.	<i>Pirgu / Wood</i> factor {6}	
(3) The fee customarily charged in the locality for similar legal services.	Although this is not one of the eight <i>Pirgu / Wood</i> factors, it is important because the fee award analysis <u>begins</u> by determining the reasonable hourly rate customarily charged in the locality for similar services and multiplying that by the reasonable number of hours to arrive at a baseline figure. Then apply <i>Pirgu/Wood</i> factors to determine adjustment. <i>Pirgu</i> at 281.	[11] The custom in the community for allowances.
(4) The amount involved and the results obtained.	<i>Pirgu / Wood</i> factor {3}	[1] The size of the trust/estate . [4] The results achieved.
(5) The time limitations imposed by the client or by the circumstances.	<i>Pirgu / Wood</i> factor {7}	
(6) The nature and length of the professional relationship with the client.	<i>Pirgu / Wood</i> factor {5}	
(7) The experience, reputation, and ability of the lawyer or lawyers performing the services.	<i>Pirgu / Wood</i> factor {1}	
(8) Whether the fee is fixed or contingent.	<i>Pirgu / Wood</i> factor {8}	
	The expenses incurred. <i>Pirgu / Wood</i> factor {4}	[7] The manner and promptness in performing its duties and responsibilities.
		[8] Any unusual skill or experience of the trustee.
		[9] The fidelity or disloyalty of the trustee.
		[10] The amount of risk.
		[12] Any estimate of the trustee of the value of her services.
	“Factors not exclusive and the trial court may consider any additional relevant factors. In order to facilitate appellate review, the trial court should briefly discuss its view of each of the factors above on the record and justify the relevance and use of any additional factors.” <i>Pirgu</i> at 281-282.	“The weight to be given any factor and the determination of reasonable compensation is within the probate court's discretion. In this regard, we note that while time spent is one indicator of value, it may be a poor indicator in some circumstances.” <i>Comerica</i> at 724.

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 10**

## LEGAL Baseline Figure

	GUARDIANSHIP	Person	Billed Hours*	- #Hrs. Fid.**	Equals # Hrs. Legal			x Prev. Hr. Rate	Equals Baseline	Expenses
10	January 28, 2022, Legal Guardianship bill. Invoice Number: 172. Invoice Period 7-21-21 – 1-28-22. 93 pages.	PDK	29.8	24.35	5.45			\$250.00	\$1,362.50	
		Paralegal	19.8	17.7	2.1			\$125.00	\$262.50	
		Expenses (court fees)								\$218.38
								<b>Total</b>	<b>\$1,625.00</b>	
11	June 26, 2022, Legal Guardianship bill. Invoice Number: Draft. Invoice Period 1-29-22 – 6-26-22. 16 pages.	PDK	10.32	7.72	2.6			\$250.00	\$650.00	
		Paralegal	28.33	21.1	7.25			\$125.00	\$906.25	
		Expenses (Fed Ex delivery and \$624 for Debbie David investigation)***								\$64.62
	<b>CONSERVATORSHIP</b>							<b>Total</b>	<b>\$1,556.25</b>	
12	January 28, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice period 11-16-21 – 1-28-22. 21 pages.	PDK	13.82	10.1	3.72			\$250.00	\$930.00	
		Paralegal	4.8	3.55	1.25			\$125.00	\$156.25	
		Expenses								\$0.00
								<b>Total</b>	<b>\$1,086.25</b>	
13	June 22, 2022, Legal Conservatorship bill. Invoice Number: Draft. Invoice Period: 1-29-22 – 6-21-22. 16 pages.	PDK	10.5	7.15	3.35			\$250.00	\$837.50	
	* Lgl GA hrs on orig bill was PDK 33.98 & prlgl 32.45. These are reduced by the pro-bono time (see exhibit 7). Rsltn in PDK of 29.8 ( 33.98 - 4.18 = 29.8) and paralagal of 19.8 (32.45 - 12.65 = 19.8).	Paralegal	22.9	20.1	2.8			\$125.00	\$350.00	
		Expenses (partial rent to James)								\$1,000.00
	** These hrs added to relevant fid. bill on the next page.							<b>Total</b>	<b>\$1,187.50</b>	
	*** Expenses reduced by the \$624 cost to investigate Debbie David. State objects to this cost authorized when Mr. Armor could not afford his full rent. 688.62-624 = 64.62									
		<b>Legal Fees Grand Total</b>							<b>\$5,455.00</b>	
		<b>Total Legal Expenses</b>								<b>\$1,283.00</b>

## FIDUCIARY-Baseline Figure

	Person	Total Billed Hours	Plus # Hrs. Fm. Legal	Equals total Fiduciary	% Reas./Neces.	Reas./Neces Hrs. (Total Fid. X %)	Times Prev. Hr. Rate	Adjusted total	Expenses
5	<b>GUARDIANSHIP</b>	PDK	24	24.35	48.35	<b>0.15</b>	7.2525	\$150.00	\$1,087.88
	January 28, 2022, Co-Guardianship bill. Invoice Number: 174. Invoice period: 8-3-21 – 1-28-22. 48 pages.	Paralegal	1.9	17.7	19.6	<b>0.15</b>	2.94	\$50.00	\$147.00
		Expenses							\$0.00
6	June 26, 2022, Co-Guardianship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6-26-22. 34 pages.	PDK	1.83	7.72	9.55	<b>0.3</b>	2.865	\$150.00	\$429.75
		Paralegal	17.8	21.1	38.9	<b>0.3</b>	11.67	\$50.00	\$583.50
		Expenses (filing fees and delivery costs)							\$107.76
7	<b>CONSERVATORSHIP</b>	PDK	25.25	10.1	35.35	<b>0.2</b>	7.07	\$150.00	\$1,060.50
	January 28 <sup>th</sup> , 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 8-3-21 – 1-28-22. 59 pages (only 58)	Paralegal	10.7	3.55	14.25	<b>0.2</b>	2.85	\$50.00	\$142.50
8	June 26, 2022, Co-Conservatorship bill. Invoice Number: Draft. Invoice period: 1-29-22 – 6.26.22. 75 pages	PDK	39.72	7.15	46.87	<b>0.08</b>	3.7496	\$150.00	\$562.44
		Paralegal	21.8	20.1	41.9	<b>0.08</b>	3.352	\$50.00	\$167.60
		Expenses (filing fees)							\$62.10
	<b>Dudek Fiduciary Fees Grand Total</b>	<b>\$4,181.17</b>				<b>Dudek Fid. Fees Grand Total</b>		<b>\$4,181.17</b>	
	<b>Dudek Legal Fees Grand Total (from p. 1)</b>	<b>\$5,455.00</b>				<b>Total Fiduciary Expenses</b>		<b>\$169.86</b>	
	<b>Dudek All Fees Grand Total</b>	<b>\$9,636.17</b>				<b>Total Legal Expenses (see p. 1)</b>		<b>\$1,283.00</b>	
						<b>Total Allowed Expenses</b>		<b>\$1,452.86</b>	

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 11**

## Armor WCPC 2021-868525-CA - Exhibit 11

### Excessive Billing Example, The James Lease

The services for the new lease are first part of legal services bill where time is billed at \$350 an hour; then part of the fiduciary guardianship bill where time is billed at \$200 an hour; and again, back to the legal services bill at \$350 an hour.

**December 8<sup>th</sup>, 2021.** The first two entries are for emails sent within 8 minutes of each other but billed for ½ hour:

1. January 28, 2022. Invoice Number: Draft. Invoice period 11-16-21 – 1-28-22. Re: Legal (Conservatorship). 21 pages. See p. 8 last entry:

12-08-2021	PKD	Document/file management Wed 2:17 PM Received & Reviewed application for James Place.  Hello,  I spoke with my corporate office and the affidavit will be sufficient, however, we will need the co-conservator to fill out a co-signer application. I have attached the application. As soon as I have the signed application by the co-signer, I can move forward.  Please let me know if you have any questions.  Thank you for your patience.  Krystal Capizzo	0.25	350.00	87.50
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2. P. 9, first entry:

12-08-2021	PKD	Email Wed 2:25 PM Patti Dudek To: Krystal Capizzo <krystal@krimson.com> Cc: Father Charles Blanchard <frcharles@ferndalecgs.com>  I can't sign as a co-signer on the application and I would not recommend that Father Charles do that either. Is there a lawyer I can speak with about this? Neither the Co-Guardians or Co-conservators can subject their person funds for Anthony. We are not allowed to do that. We can only step into his shoes. Patti Patricia E. Kefalas Dudek	0.25	350.00	87.50
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3. Then go back to page 8, first entry:

12-08-2021 PKD

Email  
Email/Re: Co-signer application for Anthony Armor  
Wed 12/8/2021 5:58 PM  
Father Charles Blanchard  
<frcharles@ferndalecgs.com>  
To: Patti Dudek  
Cc: Krystal Capizzo <krystal@krimson.com>

0.25 350.00

87.50

Thank you Patti.

Like yourself, I will not sign as co-signer and look forward to signing The James' Lease for Anthony Adonis Armor as co-guardian and co-conservator.

Regards,  
Father Charles

**December 9, 2021.** Three emails sent within eleven minutes of each other but billed for  $\frac{3}{4}$  an hour:

January 28, 2022. Invoice #174. Invoice period 8-3-21 – 1-28-22. Re: Co-Guardianship. 48 pages. See p. 26, last entry, 10:42:

12-09-2021 PKD

pdudek@pekdadvocacy.com  
Email/RE: Co-signer application for Anthony Armor  
Thu 12/9/2021 10:42 AM  
Krystal Capizzo <krystal@krimson.com>  
To: Patti Dudek <pdudek@pekdadvocacy.com>;  
Father Charles Blanchard  
<frcharles@ferndalecgs.com>

0.25 200.00 50.00

They are needing is something that gives us assurance/legal recourse, from someone other than Anthony, if he defaults. If this cannot be provided than the other option is to pay the year of the lease in advance.

Also, we need to push back the move in date to Monday, December 13.

Please let me know which option you wish to take so that I can report back to my head office and we can get everything moved along and start the paperwork.

Thank you for your patience!

Krystal

4. P. 25 last entry, 10:52 (same date, 10 minutes after 10:42 email):

12-09-2021 PKD

sent from my iPhone  
Email/RE: Co-signer application for Anthony Armor  
Thu 12/9/2021 10:52 AM  
Patti Dudek  
To: Krystal Capizzo <krystal@krimson.com>; Father Charles Blanchard <frcharles@ferndalecgs.com>

0.25 200.00 50.00

We can pay three months in advance but not a full year.  
So can we pay for Dec, January and February and pay every three months at a time?

Patti Dudek



5. P. 26, first entry, 10:53 (1 minute after 10:52 email and 11 minutes after re-arranged 10:42 email):

12-09-2021	PKD	Email/FW: Co-signer application for Anthony Armor Thu 12/9/2021 10:53 AM Patti Dudek To: Charles Blanchard (frcharles@ferndalecgs.com)	0.25	200.00	50.00
Could the church be the co signer on the lease for him?					
Patti Dudek					

Only ONE minute later, another billing for a 15-minute segment billing.

6. P. 26, second entry 10:54:

12-09-2021	PKD	Email/RE: Co-signer application for Anthony Armor Thu 12/9/2021 10:54 AM Krystal Capizzo <krystal@krimson.com> To: Patti Dudek <pdudek@pekdadvocacy.com>; Father Charles Blanchard <frcharles@ferndalecgs.com>	0.25	200.00	50.00
I will send this information back and see if that can be accepted.					
Krystal					

A client should not be billed ½ hour for unnecessary self-congratulatory commentary on negotiation strategy; particularly when the time to read and send the emails should be less than a few minutes. The entries are separated by a couple of pages and thus difficult to find when reviewing the bills.

7. P. 26, third entry:

12-09-2021	PKD	Email/Re: Co-signer application for Anthony Armor Thu 12/9/2021 11:31 AM Father Charles Blanchard <frcharles@ferndalecgs.com> To: Patti Dudek	0.25	200.00	50.00
The three month payment option sounds is a great idea.					

8. P. 28 last entry, carries over to p. 29:

12-09-2021	PKD	Email/Re: Co-signer application for Anthony Armor Thu 12/9/2021 11:47 AM Patti Dudek To: Father Charles Blanchard	0.25	200.00	50.00
I thought so... I have my fingers crossed					
Patti Patricia E. Kefalas Dudek					

Then back to the legal bill we learn about the three-month lease being approved:

9. January 28, 2022. Invoice Number: Draft. Invoice period 11.16.21 – 1-28-22. Re: Legal (Conservatorship). 21 pages. See p. 11, first entry.

12-09-2021	PKD	Email/RE: Co-signer application for Anthony Armor Thu 12/9/2021 1:48 PM Krystal Capizzo <krystal@krimson.com> To: Patti Dudek <pdudek@pekdadvocacy.com>; Father Charles Blanchard <frcharles@ferndalecgs.com>	0.25	350.00	87.50
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Good news! I got the approval to move forward from my corporate office. I am going to get the lease drawn up and sent over for signature. Would you like to sign online through our website? This would require an account be made and access of a resident ID code, which I can provide. Or I can scan and email the lease over to be signed. Whichever is easiest for you guys.

Also, the new move in date had to be pushed back to Monday, 12/13. IS there a time that works on Monday to pick up the keys?

Let me know if there are any questions.

Krystal Capizzo

Jumping back to the fiduciary bill, only three minutes later another email billed for 15 minutes, we learn how they are moving forward regarding the lease.

10. [5] January 28, 2022. Invoice #174. Invoice period 8-3-21 – 1.28.22. Re: Co-Guardianship. 48 pages. See p. 28, first entry:

12-09-2021	PKD	pdudek@pekdadvocacy.com Email/Re: Co-signer application for Anthony Armor Thu 12/9/2021 1:51 PM Patti Dudek To: Krystal Capizzo <krystal@krimson.com> Cc: Charles Blanchard <frcharles@ferndalecgs.com>	0.25	200.00	50.00
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Awesome!! Can they please send the lease to this email for me to sign?  
Also, exactly what amount should the first check be drafted for?

Thank you so very much!!  
Patti

11. See p. 28, third entry:

12-09-2021	PKD	pdudek@pekdadvocacy.com Email/RE: Co-signer application for Anthony Armor Thu 12/9/2021 2:07 PM Krystal Capizzo <krystal@krimson.com> To: Patti Dudek	0.25	200.00	50.00
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I can absolutely send the lease to this email to be signed. I will scan it and attach it once I have it. Once the lease is ready I will have that mount for you. I can put that amount in the same email as the lease.

You should have that by end of day today.

Thank you again for your patience!

Krystal Capizzo

*In the Matter of Anthony A. Armor*  
Wayne County Probate Court #2021-868525-CA  
Honorable Lawrence J. Paolucci

## **EXHIBIT 12**

From: Debbie David [REDACTED]

Subject: iStorage Bill THANK YOU!

Date: Nov 6, 2021 at 1:31:46 AM

To: Father Charles Blanchard [REDACTED] Father

Charles Blanchard [REDACTED] Tony

Logged in as [REDACTED] | Logout | Change Password | Contact Site Manager

Manage Reservations | Rentals | Payments | Units | Help

## Manage Units / Make Payment

iStorage - Ferndale - 181 W Marshall St

[Contact Site Manager](#)

### Rentals

Unit	Status	Price	Next Due Date	Next Due Amt
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Unit 0061 10X10 Current \$162/Month 12/1/2021 \$174.00

[Make Payment](#)

[Submit Move Out Notice](#)

[Payment History](#)

### Reservations

You have no pending reservations.

\*Note: If your reservation was made in person, you need to cancel your reservation in person or over the phone. You may only cancel reservations on-line for those reservations that were made on-line.

Thank You  
Father  
Charles !

*Love,*  
*Debbie!*

 **YARDI** eStore  
4240219.511

11/06/2021  
\$ HRR → 7.50  
PAID → 174.00

\$181.50

<b>DEFAULT JUDGMENT</b>	
<b>Civil Infraction</b>	
Case Number	METROPLEX MI 488
Issuance Date	11-14-21 PM 1:11
Civil Infraction	
Vehicle Plate No	
Appearance Date	Default/Judgment Date
<b>AMOUNT OF JUDGMENT</b>	
Fines	\$
Costs	\$
State Costs	\$
Tax	\$
Bond Forfeited	\$
Balance Due	\$
Pay on net www.altpart.com	
Date 10/28	
18880-1 E8804	

**45TH DISTRICT COURT**  
 13001 OAK PARK BOULEVARD  
 METROPLEX MI 488, MICHIGAN 48237

175.00

21HWO0  
 942

05/03/ [REDACTED]  
 Carl [REDACTED]  
 0562



# VOICE FROM HISTORY

I, Debbie

313-205-0417

D: 10725

Description / Number

08/04/2020

676 17 1700-2111-212  
FERNDALE, MI 48220

DEBIT CARD  
DEBIT SALE

Card #  
Network:  
Chip Card:  
AID:  
SEQ #:  
Batch #:  
INVOICE  
Approval Code:  
Entry Method:  
Mode:

XXXXXXXXXXXX5376  
MASTERCARD  
DEBIT  
A0000000042203  
7  
467  
329890  
Chip Read  
Issuer - PIN Bypassed

SALE AMOUNT

\$3095.96

CUSTOMER COPY

8-541-6928

MICHIGAN REGISTRATION:

Proposed completion date:

Printed date:

Org. Est. # 061303

F-141589

7/13/2020

08/04/2020

Chrysler - Town & Country Touring - 3.6L, V6 (220CI

: DGJ8892 - MI

Odometer In : 98000

: 2A4RR5DG7 BR607937

: 9502

Description Hours Extended

Estimate Amount: 5,746.27

ENTITLED BY LAW TO THE RETURN OF ALL PARTS REPLACED EXCEPT THOSE WHICH ARE TOO HEAVY OR LARGE, AND  
REQUIRED TO BE SENT BACK TO THE MANUFACTURER OR DISTRIBUTOR BECAUSE WARRANTY WORK OR AN EXCHANGE  
WARRANTY. YOU ARE ENTITLED TO INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU.

Discard Signature

I authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your  
mechanic the right to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of  
inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the  
amount thereof. X

Increased Total

Authorized by:

X

Name & Michigan Certification Number

Signed by:

Technician, Obrien, Frank J

## -CERTIFICATION-

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN  
COMPLIANCE WITH THE MICHIGAN AUTO REPAIR ACT (P.A.  
300) ALL PARTS ARE NEW UNLESS OTHERWISE STATED.

ALL REPAIRS PROPERLY COMPLETED  
Company Authorized Representative:

X

Labor:	4,110.00
Parts:	1,871.66
Sublet:	0.00
Sub:	5,981.66
HazMat:	2.00
Tax:	112.30
Total:	\$6,095.96
Bal Due:	

Cash - \$500.00, Check - \$1,000.00, MasterCard - \$4,095.96, Debit card - \$500.00 ]

n, Wendy