

**Schmanke Law Office Use Only**

Advanced Fee Quoted: \_\_\_\_\_ Hourly Rate Quoted: \_\_\_\_\_

Case Number: \_\_\_\_\_ Clio Matter Number: \_\_\_\_\_

Payment Status/Agreement: \_\_\_\_\_

Preferred Method of Communication:     E-mail     Phone     Text     U.S. Mail

**SCHMANKE LAW ADULT GUARDIANSHIP INTAKE**    Date: \_\_\_\_\_    Venue: \_\_\_\_\_

**Petitioner 1:** \_\_\_\_\_    DOB & SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Email & Phone #: \_\_\_\_\_

Employer: \_\_\_\_\_    Length of Employment: \_\_\_\_ yrs.

Guilty Misdemeanors and/or Felonies: \_\_\_\_\_

Married: \_\_\_\_\_    Name of Spouse(s): \_\_\_\_\_

Other Guardianships: \_\_\_\_\_

Whereabouts Person 1: \_\_\_\_\_    Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Whereabouts Person 2: \_\_\_\_\_    Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

**Petitioner 2:** \_\_\_\_\_    DOB & SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Email & Phone #: \_\_\_\_\_

Employer: \_\_\_\_\_    Length of Employment: \_\_\_\_ yrs.

Guilty Misdemeanors and/or Felonies: \_\_\_\_\_

Married: \_\_\_\_\_    Name of Spouse(s): \_\_\_\_\_

Other Guardianships: \_\_\_\_\_

Whereabouts Person 1: \_\_\_\_\_    Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Whereabouts Person 2: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Person #1: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Person #2: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Person #3: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Witness Person #4: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship b/t Petitioner(s) and Respondent: \_\_\_\_\_

**Respondent:** \_\_\_\_\_ DOB & SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Custody Status of Respondent: \_\_\_\_\_

Respondent's Mother: \_\_\_\_\_

Respondent's Mother's Address: \_\_\_\_\_

Respondent's Father: \_\_\_\_\_

Respondent's Father's Address: \_\_\_\_\_

Respondent's Spouse: \_\_\_\_\_

Respondent's Spouse Address: \_\_\_\_\_

Respondent's Child #1: \_\_\_\_\_

Respondent's Child #1 Address: \_\_\_\_\_

Respondent's Child #2: \_\_\_\_\_

Respondent's Child #2 Address: \_\_\_\_\_

Respondent's Child #3: \_\_\_\_\_

Respondent's Child #3 Address: \_\_\_\_\_

Respondent's Child #4: \_\_\_\_\_

Respondent's Child #4 Address: \_\_\_\_\_

Respondent's Child #5: \_\_\_\_\_

Respondent's Child #5 Address: \_\_\_\_\_

Respondent's Sibling #1: \_\_\_\_\_ Relation: \_\_\_\_\_

Respondent's Sibling #1 Address: \_\_\_\_\_

Respondent's Sibling #2: \_\_\_\_\_ Relation: \_\_\_\_\_

Respondents' Sibling #2 Address: \_\_\_\_\_

Respondent's Sibling #3: \_\_\_\_\_ Relation: \_\_\_\_\_

Respondent's Sibling #3 Address: \_\_\_\_\_

Respondent's Sibling #4: \_\_\_\_\_ Relation: \_\_\_\_\_

Respondents' Sibling #4 Address: \_\_\_\_\_

Respondent's Sibling #5: \_\_\_\_\_ Relation: \_\_\_\_\_

Respondents' Sibling #5 Address: \_\_\_\_\_

Status of Respondent's Social Security: \_\_\_\_\_

Respondent's Real Property: \_\_\_\_\_ Value: \_\_\_\_\_

\_\_\_\_\_ Value: \_\_\_\_\_

Respondent's Personal Property: \_\_\_\_\_ Value: \_\_\_\_\_

\_\_\_\_\_ Value: \_\_\_\_\_

\_\_\_\_\_ Value: \_\_\_\_\_

\_\_\_\_\_ Value: \_\_\_\_\_

\_\_\_\_\_ Value: \_\_\_\_\_

Respondent's Checking Account: \_\_\_\_\_ Value: \_\_\_\_\_

Respondent's Savings Account: \_\_\_\_\_ Value: \_\_\_\_\_

Respondent's Income (Monthly): \_\_\_\_\_

\_\_\_\_\_

Respondent's Expenses (Monthly): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why Guardianship is Necessary: \_\_\_\_\_

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- Emergency Guardianship\*
- Consent of Petitioner(s)
- List of Family Members
- List of Witnesses
- Motion for Special Process
- Order for Special Process Server
- Petitioner for Guardianship & Conservatorship
- Asset & Income
- Social Security #'s
- Order for Emergency Guardianship
- Order for Guardianship & Conservatorship
- Guardian Information Sheet
- Doctor's Interrogatories

### **HOURLY FEE AGREEMENT**

Paul Schmanke ("Lawyer"), will provide legal services to \_\_\_\_\_  
 ("Client"), on the terms set forth below.

**1. CONDITIONS.** This Agreement will not take effect, and Lawyer will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit (advanced fee) called for under Paragraph 5.

**2. SCOPE OF SERVICES.** Client hires Lawyer to provide legal services in the following matter: \_\_\_\_\_

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Lawyer will provide those legal services reasonably required to represent Client. Lawyer will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Lawyer will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate Agreement.

**3. CLIENT.** The lawyer is representing the Client only in this matter. It is understood by Client and any third party who may be assisting Client financially, emotionally or otherwise, in this matter, that lawyer's duty is to act in the best interest of the Client and lawyer cannot share information about Client's case with anyone other than Client without express permission.

**4. RESPONSIBILITIES OF THE PARTIES.** Client agrees to be truthful with Lawyer, to cooperate, to keep Lawyer informed of any information or developments which may come to Client's attention, to abide by this agreement, and to pay Lawyer's bills on time. Further, while it is impossible to predict the course of a representation, it may be important for Lawyer to contact Client immediately, or upon short notice, to confer with Client regarding the status of Client's case. An inability to do so may result in Client's case being prejudiced and detrimentally affect the outcome of the case. Accordingly, Client agrees to keep Lawyer informed of Client's current address, telephone number and whereabouts. If Client leaves town, for example, to travel on business or vacation, Client agrees to notify Lawyer before leaving of the expected duration of the trip and how Client may be contacted in the meantime.

**5. DEPOSIT (ADVANCED FEE).** Client agrees to pay Lawyer an initial deposit (advanced fee) of \$ \_\_\_\_\_ by \_\_\_\_\_. The hourly charges will be credited against the deposit (advanced fee). The initial deposit (advanced fee), as well as any future deposit (advanced fee), will be held in a trust account. Client authorizes Lawyer to use that fund to pay the fees and other charges as they are incurred. Billing statements detailing the charges credited against the deposit (advanced fee) will be sent periodically to the client. Client acknowledges that the deposit (advanced fee) is not an estimate of total fees and costs, but merely an advance for security. Whenever the deposit (advanced fee) is exhausted, Lawyer reserves the right to demand further reasonable deposits (advanced fees). Once a trial or arbitration date is set, Client shall pay all sums then owing and pay the lawyers' fees estimated to be incurred in preparing for and completing the trial or arbitration, as well as the jury fees and court costs or arbitration fees, expert witness fees and other costs likely to be assessed.

Client agrees to pay all deposits (advanced fees) after the initial deposit (advanced fee) within seven days of Lawyer's demand. Any unused deposit (advanced fee) at the conclusion of Lawyer's services will be refunded. Client understands that failure to deposit (advanced fee) within seven days may result in lawyer asking for leave to withdraw.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Lawyer's prevailing rates for all time spent on Client's matter by Lawyer's legal personnel. Hourly rates for legal personnel is \$ \_\_\_\_\_ per hour. Hourly rate for legal assistants is \$ \_\_\_\_\_ per hour. Time is charged in units of 10 per hour. The time charged will/may include the time Lawyer spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter will/may confer among themselves about the matter, as required and appropriate. When they do confer, each person will/may charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Lawyer will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

**7. INTEREST CLAUSE** If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of ten percent (10%) per annum (or the maximum lawful rate if less.)

#### **8. COSTS AND EXPENSES**

**(a) In General.** Lawyer will incur various costs and expenses in performing legal services under this Agreement.

Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Lawyer's cost.

**(b) Out of Town Travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Lawyer's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

**(c) Experts, Consultants, and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Lawyer will consult with client on the selection of any expert witnesses, consultants, etc., to be hired and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

**9. BILLING STATEMENTS.** Lawyer will send Client periodic statements for fees and costs incurred, upon request by client. If Client requests a statement, Lawyer will provide one within 10 days, but no more

frequently than thirty days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. If the Client objects to any charges to be credited against the deposit (advanced fee), Client must notify Lawyer within seven days. If any statement carries a balance due, it shall be paid in full within thirty days after the date of such statement.

**10. DISCHARGE AND WITHDRAWAL.** Client may discharge Lawyer at any time. Lawyer may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this agreement, refusal to cooperate or to follow Lawyer's advice on a material matter or any fact or circumstance that would render Lawyer's continuing representation unlawful or unethical. When Lawyer's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Lawyer will, upon Client's request, deliver Client's file, and property in Lawyer's possession whether or not Client has paid for all services. Client understands that to the limited extent lawyer has paid out of pocket expenses for items, which have not yet been reimbursed by client, lawyer must be reimbursed for that particular expense before releasing the item.

Lawyer will maintain Client's file for ten years after this matter is concluded. Client may request the file at any time during, upon conclusion of, or after conclusion of, this matter. Ten years after the conclusion of this matter, the file may be destroyed without further notice to Client.

**11. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this agreement and nothing in Lawyer's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Lawyer makes no such promises or guarantees. Lawyer's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Lawyer shall not be a guarantee. Actual fees may vary from estimates given.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Lawyer on behalf of Client commencing with the date Lawyer first performed services. The date at the beginning of this Agreement is for reference only. Even if this agreement does not take effect, Client will be obligated to pay Lawyer the reasonable value of any services Lawyer may have performed for Client.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAWYER FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

I have entered into an agreement with the Schmanke Law Office LLC for them to represent me. I hereby authorize the Schmanke Law Office LLC, or any of its employees, to share information about this matter with the following family members or friends, who are assisting me in this matter:

(List individual's full name(s) and date(s) of birth):

\_\_\_\_\_

This authorization will not expire unless and until I notify the Schmanke Law Office in writing.

CLIENT

THIRD PARTY (IF APPLICABLE)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

3<sup>rd</sup> Party Signature: \_\_\_\_\_

Client Name Printed: \_\_\_\_\_

3<sup>rd</sup> Party Name Printed: \_\_\_\_\_

LAW FIRM

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Schmanke - Schmanke Law Office LLC