



JOEL K. MITCHELL

Attorney-at-Law

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CLIENT INTERVIEW FORM FOR NEW DOMESTIC ACTIONS, DIVORCE AND CUSTODY

Dated: Client: Husband/Father; Wife/Mother
(check one)

CONTACT INFORMATION

Husband/Father/Male Party

Wife/Mother/Female Party

Name

Name

Address:

Address:

Cell Phone No.

Cell Phone No.

Work Phone No.

Work Phone No.

E-mail Address:

E-mail Address:

Birthdate:

Birthdate:

Soc. Sec. No.:

Soc. Sec. No.:

Employer:

Employer:

Employer's Address:

Employer's Address:

RESIDENCY

What State have you resided in for the last 6 months? _____

If you have been there less than 6 months, please explain. _____

What County have you resided in for the last 30 days? _____

If you have been there less than 30 days, please explain. _____

If you are married to the opposing party/person in this case, please answer the following:

Date Married: _____ Place: _____

Date Separated: _____ If minor children, with whom have they lived since separation? _____

INCOME

INCOME INFORMATION	HUSBAND/FATHER	WIFE/MOTHER
Name of Employer, if any		
Address of Place of Employment		
How Long With This Employment		
How Often Paid (weekly, bi-weekly, semi-monthly, or monthly)		
Typical Gross Pay per paycheck		
Typical Net (Take-Home) Pay per paycheck		

If more than one job, also feel out table below for any second employer.

INCOME INFORMATION	HUSBAND/FATHER	WIFE/MOTHER
Name of Employer, if any		
Address of Place of Employment		
How Long With This Employment		
How Often Paid (weekly, bi-weekly, semi-monthly, or monthly)		
Typical Gross Pay per paycheck		
Typical Net (Take-Home) Pay per paycheck		

EXPENSES

Rent or Mortgage Payment	
Electric	
Natural Gas or propane	
Water, Sewer and Trash	
Cellular Telephone	
Cable TV and/or Satellite TV and/or Internet	
Home Maintenance, Repair and/or Upkeep	
Food (groceries and eating out)	
Non-food hygiene, cleaning and other consumer products	
Clothing, Shoes and Accessories	
Laundry-mat and/or Dry Cleaning	
Uninsured prescriptions or medical expenses	
Transportation (gasoline and/or taxi/bus fares)	
Recreation, clubs, and other entertainment	
Charitable Contributions or Church Tithe	
Auto Insurance	
Life Insurance (don't list if deducted from paycheck)	
Health Insurance (don't list if deducted from paycheck)	
Homeowner/Renter Insurance (don't list if deducted from mrtg pymts)	
Property Tax (don't list if deducted from mrtg pymts)	
Back Income Taxes (if any, write federal or state here)	
Auto Installment Payment for Automobile #1	
Auto Installment Payment for Automobile #2	
Auto Installment Payment for Automobile #3	
Installment Payment for Motorcycle	
Installment Payment for A.T.V. / 4-wheeler	
Installment Payments for Boat	
Installment Payments for Tractor / mower	
Other Installment Payments (if any, describe here)	
Alimony and/or Child Support Payments	
Other Voluntarily Payments to Persons not living in home	
Child Care Expenses for children living in your home	
Fitness center or other club membership	
Sports, karate, or other child extracurricular activity	
Student Loan Payments	
Storage unit	
Other expense(describe)_____	
Other expense(describe)_____	
Other expense(describe)_____	
Other expense(describe)_____	
Ongoing minimum monthly payment on credit card debt	

NOTE: Complete Pages 4 and 5 ONLY IF there were minor children born or adopted in this marriage or relationship. If no children, then skip to the Page 6.

CHILDREN

CHILD'S FULL NAME	AGE	DOB	SOCIAL SECURITY NUMBER	WAS CHILD BORN OF THIS MARRIAGE OR PREVIOUS MARRIAGE	WAS CHILD ADOPTED BY YOU OR YOUR SPOUSE

List all addresses that your minor children have lived for the past five (5) years. Give dates for each address in chronological order, with your last and current address first.

DATES (TO - FROM)	ADDRESS	CITY	STATE

Have either you or your spouse participated as a party, witness or in any other capacity, in any type of litigation concerning the custody of your child(ren) in this state or any other state?
 ___Yes ___No

If your answer is YES, give complete details: _____

Is there any type of custody proceeding concerning your child(ren) now pending in any Court of this State or any other State to your knowledge? ___Yes ___No

If your answer is YES, give complete details: _____

Who do you propose be the custodial parent? ___ Father ___ Mother ___ Joint

If joint custody, what percentage of time will the children live with each parent?

Father _____%

Mother _____%

Please express your proposed Child custody/visitation _____

NATIVE AMERICAN/INDIAN DESCENT

Are you of Indian descent: Yes No

Is your spouse of Indian descent? Yes No

If your answers to both of these questions were NO, then skip to the next series of questions, otherwise complete the following:

If either you and/or your spouse is of Indian descent, Name of Tribe: _____

Are you or your spouse properly enrolled on the Tribal Rolls? Yes No

Are the children currently enrolled on the Tribal Rolls? Yes No

What is the Roll Number of each child? _____

Are the children eligible for membership in an Indian Tribe? If so, what tribe?

HEALTH

Do you or your spouse maintain health insurance on your child(ren)?

I do

Spouse does

Indian Hospital

Soonercare through me

Soonercare through ex

Other, described as follows: _____

What is the total cost (premium) of the health insurance per month? \$ _____

How many individuals are covered by this health insurance policy? _____

If you know it, what is the cost (premium) of insurance *for the child(ren) only* per month? \$ _____

CHILD CARE

If your children are in child care, what is the name and address of the Child Care Center?

Name: _____

City, State: _____

Which children are in child care? _____

What is the weekly cost of the child care? \$ _____

Who currently pays for the child care? Mother Father DHS Indian Nation

NOTE: If this action involves a child who was born out of wedlock and you never married the other parent, please skip the remainder of this form and go to the Agreement on the last page)

SEPARATE PROPERTY

List all major property (automobiles, cycles, boats, accounts) acquired by either you or your spouse (1) prior to marriage, (2) by inheritance, or (3) since the date of separation:

ASSET	DATE ACQUIRED	SOURCE OF ACQUISITION	CURRENT POSSESSION	CURRENT VALUE

MARITAL PROPERTY

Complete information for property acquired by either you or your spouse from the date of marriage until the date of separation.

Automobiles, Motorcycles, Boats, and other Personal Property with a Title (Year-Make):

YEAR/MAKE	VIN No.	WHOSE NAME(S) ON TITLE	CURRENT RETAIL VALUE	BALANCE OWED & LIENHOLDER	MONTHLY PAYMENT

Cash and Deposit Accounts (banks, savings & loans, credit unions - savings and checking)

BANK/CREDIT UNION	ACCOUNT No.	TYPE OF ACCOUNT	BALANCE ON DATE OF SEPARATION	BALANCE ON DATE OF PETITION

RETIREMENT (401(K), Roth IRA, Pension, etc.)

NAME OF ACCOUNT	OWNER	BALANCE ON DATE OF MARRIAGE	BALANCE ON DATE OF PETITION

REAL ESTATE/PROPERTY

Where more than one parcel of real estate owned, attach sheet with identical information for all additional property.

Legal Description [Attach copy of Deed]	
Street Address	
City and State	
Date of Acquisition	
Original \$ Cost	
Down Payment \$ Amount	
Where Money Came from for Down Payment	
Mortgage Holder / Creditor Name, if any	
Monthly \$ Mortgage Amount	
Estimated \$ Amount of Equity	

Date of foregoing property's most recent appraisal or refinancing? Month & Year
_____ / _____

Please describe below any other marital property to be divided. Feel free to write on a separate sheet of paper, if necessary. If you wish, make a list of all personal property items of the marriage, including furniture, electronics, etc., and put an asterisk (*) by the items which you want to be awarded to you in the divorce.

SEPARATE DEBTS

List all debts which were acquired by either you or your spouse prior to marriage or since the date of separation and which still exist.

CREDITOR'S NAME	FOR	DATE ACQUIRED	BALANCE	MONTHLY PAYMENT
TOTAL				

MARITAL DEBTS

List all debts in excess of a thousand dollars which were acquired by either you or your spouse from the date of marriage until the date of separation and which still exist.

CREDITOR'S NAME	FOR	DATE ACQUIRED	BALANCE	MONTHLY PAYMENT
TOTAL				

Has the husband ever filed *bankruptcy* before? Y / N (circle one)

If so, when did you receive your discharge? _____
 If so, where? _____ Case No.? _____

Has the wife ever filed bankruptcy before? Y / N (circle one)

If so, when did you receive your discharge? _____
 If so, where? _____ Case No.? _____

WIFE'S FORMER NAME

Wife Only: At the time of the final Decree, do you wish to be restored to a former name?

___ Yes ___ No Former name: _____

I learned about Joel K. Mitchell, Attorney-at-Law from the following source [check the appropriate box]:

Personal referral by _____

Google search

Word of mouth from multiple people

Bing or Yahoo search

Instagram

Facebook

A phone book

Other online source _____

[Space below is reserved for Attorney's handwritten notes]

AGREEMENT GOVERNING ATTORNEY'S FEES AND COSTS

1. IDENTIFICATION OF PARTIES. This *Agreement Governing Attorney's Fees and Costs*, hereinafter referred to as "Agreement," is made between JOEL K. MITCHELL, ATTORNEY-AT-LAW, hereafter referred to as "Attorney," and _____, hereafter referred to as "Client." Although Client may be receiving funds from a third party to pay his or her retainer per this Agreement, Client agrees and understands that: (a) any such third party has no control or authority over Attorney's handling of this case or what happens in it; (b) that should Client's retainer become depleted, it is the obligation of Client, not the third party, to timely advance or reimburse Attorney for any fees earned or costs incurred under this Agreement; and (c) unless Client is incarcerated, incapacitated, overseas, or a serious emergency exists, Attorney will not communicate about Client's case with third-party payors, family or friends except for preparing as a witness for a trial.

2. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform legal services relative to legal representation of Client in a divorce/custody/support/paternity action. Attorney will keep Client informed of developments and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney informed of developments and of Client's address and phone numbers; Client will make any payments required by this Agreement, and when presented with a statement, will pay within 30 days any amount due.

3. ATTORNEY'S FEES. Client agrees to pay a retainer of \$_____, payable to "Joel K. Mitchell, Client Trust" to be applied toward attorney's fees on this case at Attorney's hourly rate, which is \$200.00 per hour *. If and after Client's retainer funds have been expended, Attorney will bill Client monthly for any additional fees at Attorney's hourly rate, and Client will have up to 30 days to pay any amount due. If Client has no remaining retainer and a hearing date is set, Attorney will require payment of at least 1 hour's attorney's fees (\$200.00) in advance of that hearing. If no retainer remains and a particular relief is demanded by Client and drafting a Motion is necessary for the pursuit of such relief, Client will pay Attorney 1 hour's attorney's fees (\$200.00) before Attorney will prepare and file such Motion. Client acknowledges that Attorney can make no promises as to the total amount of attorney's fees to be incurred by Client under this Agreement, although Attorney will not undertake work which Attorney believes to be unnecessary. Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to attending conferences, mediations, depositions, court sessions, as well as reviewing and legal documents, communications with opposing party, and preparing for trial any exhibits as well as possible witnesses, such as Client, Client's family, potential witnesses, and opposing parties.

- * (a) Except as otherwise provided below, charges are rounded up to the nearest 1/10th-hour (6 minute) increment.
(b) Necessary communications initiated by Attorney to Client or made in response to Client's communications shall occur at the same \$200.00 hourly rate as other work done on client's behalf. Such communications may include phone calls, voicemails, e-mails and/or typed or handwritten letters. Necessary communications between Attorney and other people regarding Client's case (e.g., opposing party, opposing attorney, Judge, DHS worker, etc.) shall likewise occur at that same \$200.00 hourly rate. Attorney will not charge Client for, and typically not initiate, any unnecessary communications with Client or any other party.
(c) Attorney will *not* charge Client for time spent driving or traveling to and from court, conferences, etc. Attorney will *not* charge for any gasoline, turnpike or transportation costs whatsoever.
(d) If the case becomes set for a final trial in any District Court of any county, or even a pre-trial court date if in Tulsa County Court, then Client must advance Attorney additional funds to replenish Attorney's retainer to the point where it will cover 1 hour (\$200) for any pretrial hearing (if not already done), 1 hour (\$200) trial preparation time, and estimated trial time (e.g, \$400 for 2 hours, \$800 for half-day, \$1,400 for all-day). Attorney shall send Client a letter and a statement detailing the fees and costs incurred, stating the amount required after deducting any remaining retainer, and demanding payment of that amount prior to trial. If payment is not timely and fully received in advance of the trial or earlier deadline set forth in that statement or communication, then Attorney may withdraw from Client's case and/or not appear as Attorney at the trial on Client's case.

4. COSTS. Client will pay all "costs" in connection with Attorney's representation of Client under this Agreement. Costs include, but are not limited to, any of the following applicable fees and costs: court filing fees other than the initial filing fee, service of process, mediation, deposition, court reporter, expert witness, detective or investigation. The initial court filing fee will come out of attorney's upfront retainer. After that, when Attorney anticipates costs, Client will pay all of any such anticipated costs before such costs have been incurred. Costs not yet incurred will be deposited in Attorney's client trust account; and any remaining funds for costs not incurred will be refunded to Client at the end of legal representation.

4. STATEMENTS AND PAYMENTS. Attorney will periodically send Client statements indicating attorney's fees and costs incurred and their basis, any amounts of such fees and costs applied from deposits or to the retainer, and any balance owed. If no or insignificant attorney's fees or costs are incurred for a particular period, the statement may be held and the information pertaining thereto combined with the next statement. Any balance owed by the Client, whether for costs and/or attorney's fees, must be paid in full within thirty (30) days after the date of the statement. Failure to pay within such time may result in Attorney's immediate withdrawal from the case and from further legal representation.

The foregoing *Agreement Governing Attorney's Fees and Costs* is understood and agreed to by:

Attorney

Date

Client

Date