



JOEL K. MITCHELL

Attorney-at-Law

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CLIENT INTERVIEW FORM FOR POST-DECREE ACTIONS (e.g., modification, contempt)

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:

**CURRENT COURT ORDER AND SITUATION**

Name of Court where entered: \_\_\_\_\_ Date entered: \_\_\_\_\_

Custody/Visitation Schedule (please describe): \_\_\_\_\_

Child Support \$\_\_\_\_\_/mo If behind, how much? \$\_\_\_\_\_

Spousal Support Alimony \$\_\_\_\_\_/mo If behind, how much? \$\_\_\_\_\_

If the situation (what's really been going on and what you have really been doing) is different from how the current Court order reads, please explain in detail below:

**INFORMATION REGARDING 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 you, your spouse and the minor children have lived for the past five (5) years. Give dates for each address in chronological order, with your most recent address first.

DATES (TO - FROM)	ADDRESS	CITY	STATE

Have you 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 answer is YES, please explain: \_\_\_\_\_

**HEALTH**

Do you or your spouse maintain health insurance on your children?

- I do
- Spouse does

Is the health insurance provided, through a private plan or through the employer?

- Provided by the me
- Provided by spouse
- Provided through my employer
- Provided through spouse's employer

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

What is the cost (premium) of the health insurance *for the children only* per month? \$\_\_\_\_\_

If the health insurance is provided by your employer or your spouse's employer, does the employer pay the employee's, i.e., your's or your spouse's health insurance premium?

- Yes  No

How many individuals are covered by this health insurance policy? \_\_\_\_\_

Are there any individuals covered under this policy who are not children of this marriage?

- Yes  No

If your answer is YES, how many? \_\_\_\_\_

Do you, your spouse, or children receive any health insurance through DHS or other state agency?  Yes  No

If your answer is YES, explain? \_\_\_\_\_

If who is carrying health insurance differs from who is Court-ordered to carry it, please explain:

\_\_\_\_\_

**CHILD CARE FOR CHILDREN**

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

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

If childcare is addressed in any current Court Order, please explain:

\_\_\_\_\_

**INCOME**

<b>INCOME INFORMATION</b>	<b>HUSBAND/FATHER</b>	<b>WIFE/MOTHER</b>
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.

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

**DEBTS**

If you were married (if not, this is not applicable), and you and/or your ex was ordered to pay off debts in a Decree or other subsequent Court Order, please list those debts on which you either failed to pay or continue to owe on.

<b>CREDITOR'S NAME</b>	<b>FOR</b>	<b>WHO PAYS?</b>	<b>BALANCE</b>	<b>MONTHLY PAYMENT</b>



# 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 post-decree family-law action seeking modification or enforcement of a Court order. 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 contact information; 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 1/10<sup>th</sup>-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