



# JOEL K. MITCHELL

*Attorney-at-Law*

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

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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

| 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, 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.

| CREDITOR'S NAME | FOR | WHO PAYS? | BALANCE | MONTHLY PAYMENT |
|-----------------|-----|-----------|---------|-----------------|
|                 |     |           |         |                 |
|                 |     |           |         |                 |
|                 |     |           |         |                 |
|                 |     |           |         |                 |



# 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 respond promptly to Client's communications. Client will be truthful and cooperative with Attorney; keep Attorney informed of developments and of Client's address and phone numbers; Client will timely and fully make payments per this Agreement.

**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 per hour\* for all work done in connection with Client's case and/or Attorney's legal representation of Client. If and after Client's retainer funds are entirely earned or used, Attorney will bill Client at Attorney's hourly rate by preparing and providing Client with a statement detailing attorney's fees earned and costs incurred and stating any amount due to Attorney. Client will have the sooner of (a) 30 days from the statement date, or (b) 3 business days before the next Court date to pay Attorney the amount due in full. If Client has no remaining retainer and a hearing date is set, Attorney will require payment of at least \$200 (since Court will be a charge of at least \$200, for up to 1 hour. Also, if no retainer remains and certain work is needed or demanded by Client and work must be done by Attorney to seek such relief, Client will likewise advance Attorney \$200 before Attorney will perform such work as well as the Court filing fee and any necessary associated costs. 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, e.g., returning communications from opposing parties that are unproductive and not good-faith negotiations. 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; reviewing and preparing legal pleadings and documents; communicating with Client and/or the opposing party; and preparing for trial by creating and reviewing exhibits and/or communicating with potential trial witnesses. Every Client communication returned by Attorney that is 6 minutes (0.1 hour) or less will be billed at \$20.00, as Attorney's hourly rate is \$200 per hour, and the smallest billable increment is 0.1 hour.

\* (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 by phone, text, or e-mail with the opposing attorney, party, potential mediator, Judge's clerk, etc., or communications that are initiated by Client or made by Attorney in response to Client's communications shall occur at the same \$200 hourly rate as other work. 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 pretrial 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 \$600 for attending the pretrial conference and/or preparing exhibits and/or otherwise for preparing for trial, unless a pretrial has already occurred and a trial is set, in which case that amount shall be reduced to \$400, plus \$800 for estimated trial time for a half-day trial or less or \$1,400 for estimated trial time for a full-day trial. Attorney shall send Client a statement or communication detailing the fees and costs incurred to-date, stating the amount required after deducting any remaining retainer, and demanding payment of that amount either prior to pretrial, trial, or within 30 days of the statement, depending on the particular situation and how far out the Court date is set. If payment is not timely and fully received by the deadline Attorney gives in the statement or communication, 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 and attempted service of process by certified mail and/or process server), service by publication or newspaper where normal service by process fails due to the other party's whereabouts being unknown, the cost of mediation and/or deposition, the costs of using a court reporter and/or expert witness and/or detective. The initial court filing fee, if any, and service of process attempts by certified mail and/or process server, if any, will come out of attorney's upfront retainer. After that, when Attorney anticipates costs, Attorney shall advise Client of such and Client shall pay advance Attorney funds to cover such costs. Attorney shall refund to Client, at the end of legal representation, any unused funds Client advanced for costs.

**4. STATEMENTS AND PAYMENTS.** Client payments of Attorney's fees and costs are explained earlier in this Agreement. If Attorney sends a statement or communication to Client stating that funds are due by a certain deadline and Client does not pay such funds by that deadline, Attorney may immediately withdraw from Client's case and/or any legal representation.

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

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date