



JOEL K. MITCHELL

Attorney-at-Law

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CLIENT INTERVIEW FORM FOR
GUARDIANSHIP/ADOPTION ACTIONS & THIRD-PARTY INTERVENORS

Date: Client: Third party; Parents (check one)

GENERAL INFORMATION

Other party:
Home Phone No.
Work Phone No.
Cell Phone No.
E-mail Address:
Address:

YOU:
Home Phone No.
Work Phone No.
Cell Phone No.
E-mail Address:
Address:

Date of Birth:
Soc. Sec. No.:
Occupation:
Employer Name:
Employer Address:

Date of Birth:
Soc. Sec. No.:
Occupation:
Employer Name:
Employer Address:

INFORMATION NEEDED TO PREPARE COURT FILINGS

Client is a resident of County, State, and has resided in that County for 30 days and the State of Oklahoma for 6 months.

Date Physical custody acquired:

Place:

INFORMATION REGARDING CHILDREN

1. Complete this section only for the child(ren) involved in this matter.

CHILD'S FULL NAME	CHILD'S AGE	DATE OF BIRTH	SOCIAL SECURITY NUMBER	WAS CHILD BORN OF THIS RELATIONSHIP OR IS CHILD FROM A PREVIOUS RELATIONSHIP (WRITE "THIS" OR "PREVIOUS")	WAS CHILD ADOPTED BY YOU OR YOUR EX (WRITE "ME" OR "EX")

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

DATES (TO - FROM)	ADDRESS	CITY	STATE

Have either you or the other party 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 the 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: _____

3. Is there any other person or entity who has physical custody of the child(ren) OR claims some right to have custody or visitational privileges with respect to the child(ren)?
 Yes
 No

If your answer is YES, give complete details: _____

HEALTH INSURANCE POLICY

4. Do you or the other party maintain health insurance on your children?
 I do
 They do
5. Is the health insurance provided, through a private plan or through the employer?
 Provided by the me
 Provided by them
 Provided through my employer
 Provided through their employer
6. What is the total cost (premium) of the health insurance per month? \$ _____
7. What is the cost (premium) of the health insurance *for the children only* per month? \$ _____
8. How many individuals are covered by this health insurance policy? _____
9. Are there any individuals covered under this policy who are not children of this relationship?
 Yes No If your answer is YES, how many? _____
10. Do you, your Ex, or children receive any health insurance through DHS or other state agency
 Yes No If your answer is YES, explain? _____

CHILD CARE FOR CHILDREN

11. If the children are in child care, what is the name of the Child Care Center? _____
12. Which children are in child care? _____
13. What is the weekly cost of the child care? \$ _____
14. Who currently pays for the child care? Mother Father DHS Other
15. Does this amount take into consideration any extras (e.g., field trips, birthday parties, etc.) that the child care provider may charge? Yes No
If your answer is NO, what is the average amount per month that the child care provider charges each month? \$ _____

SUPPORT

16. Since the date of physical custody, have you received OR paid any Child Support to the other party?
 Yes No
If your answer is YES, how much have you/they been ordered to pay and how often:

17. Since the date of the child support order, have you/they ever failed to make a child support payment?
 Yes No

CONTESTED ISSUES

18. Do you feel the other party will contest this action?

___ Yes ___ No

If your answer is YES, state what issues you think he/she may contest and what his/her the reasons will be: _____

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

- | | |
|---|--|
| <input type="checkbox"/> Personal referral by _____ | <input type="checkbox"/> Google search |
| <input type="checkbox"/> Word of mouth from multiple people | <input type="checkbox"/> Bing or Yahoo search |
| <input type="checkbox"/> Instagram | <input type="checkbox"/> Facebook |
| <input type="checkbox"/> A phone book | <input type="checkbox"/> 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, paramours, family or friends acting on Client's behalf except for purposes of preparing potential witnesses for trial.

2. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform legal services relative to legal representation of Client in a new or existing GUARDIANSHIP—OR--ADOPTION & TERMINATION OF PARENTAL RIGHTS 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 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. 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. Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to: conferences, court sessions, and depositions (preparation and participation); correspondence and legal documents (review and preparation); legal research; and communications by telephone, e-mail, and/or other means with Client, Client's family, potential witnesses, and opposing parties and their attorneys.

* (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, court filing fees, deposition costs, expert fees and expenses, investigation costs, mediation costs, Court reporter fees, and process service fees. 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. Unanticipated or emergency costs will be advanced by Attorney and then billed to Client. Unearned attorney's fees and/or costs not yet incurred will be deposited in Attorney's client trust account. Attorney may withdraw the principal from the trust account to pay fees and costs as incurred by Client.

5. 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 30 days after the date of the statement.

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

Joel K. Mitchell, Attorney-at-Law

Date

Client

Date