



**JOEL K. MITCHELL**

*Attorney-at-Law*

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**CLIENT INTERVIEW FORM FOR UNCONTESTED DIVORCES**

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 of 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: \_\_\_\_\_





# **AGREEMENT GOVERNING ATTORNEY'S FEES AND COSTS** **for "Uncontested Divorces"**

**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 an initial divorce, paternity, custody or other domestic 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. FLAT-FEE ATTORNEY'S FEES AND COSTS.** The information following in this section applies to a "flat fee uncontested divorce," and is as follows:

No children, no or little property	\$750.00 (\$450.00 to attorney and \$300.00 to cover costs)
No children, substantial property	\$900.00 (\$600.00 to attorney and \$300.00 to cover costs)
With children, no or little property	\$950.00 (\$650.00 to attorney and \$300.00 to cover costs)
With children, substantial property	\$1,100.00 (\$800.00 to attorney and \$300.00 to cover costs)

"Costs" are defined as additional expenses that Attorney must pay in connection to your case and are not funds that Attorney receives an income or for his work. Currently, the Court filing fee charged by any county Court for a divorce is \$262,14 and must be paid upfront, and that is the largest cost. Other costs include attempted service by certified mail with restricted delivery which, depending upon the weight of the mailing, is \$12.00 - \$15.00. Other similar postage costs occur for the forwarding of copies of documents by mail between Attorney and Client. Such costs are why the additional \$300.00 to cover costs is required upfront in addition to what Attorney receives. All funds are required upfront.

An "uncontested" divorce, by my definition, means just that - that the divorce is just that: uncontested. It means that there are no issues that the two of you have not agreed upon. It means you know who gets the house, who gets what automobile, and who gets the sofa. If you have children, it also means who gets primary custody of those children and what visitation the other parent has. If you and your spouse have talked amicably and agreed on these issues, I may consider your divorce "uncontested" and can therefore perform it for a "flat fee" rather than hourly rate. On average, my uncontested-divorce retainers are about \$300.00 less upfront than my regular retainers for similar cases, in addition to being a flat fee and all you will spend in the end if your case truly is uncontested and promptly settles with a signed Decree.

Sometimes people come to me with agreements that are unenforceable by law. The most common situation is that there will be no child support. I typically cannot prepare paperwork that the Judge will sign where there is zero child support since, in most cases, the Court will require the non-custodial parent to pay the other parent child support regardless of whether that parent is requesting it. Other common situations involve unenforceable property and debt division situations, where a couple has agreed that they will sign this asset over to that person and pay off this debt and so on. Once I know all the facts, I can give you my professional opinion as to whether what you are wanting can actually be legally done. Regardless, most people come to me with uncomplicated, simple situations that, if agreed-upon, can be drawn up in a proposed Decree and which can qualify as an "uncontested divorce" from my perspective. *Note that property-division agreements that involves dividing a retirement account or Plan, which almost always involves at least a few hours of additional work, will not be considered part of an uncontested divorce agreement and will result in additional charges.*

IN THE EVENT YOUR SPOUSE EITHER (A) DOES NOT SIGN AND RETURN TO ME A PROPOSED DECREE WITH 30 DAYS OF RECEIVING IT FROM ME OR (B) REFUSES TO COMMUNICATE WITH OR PROVIDE ME WITH INFORMATION I NEED TO PREPARE A PROPOSED DECREE OR (C) CHANGES HIS/HER MIND AFTER THE CASE IS FILED AND BEFORE THE COURT ENTERS AN ORDER ON THE DECREE OR (D) RETAINS AN ATTORNEY, THEN AT SUCH POINT ALL FLAT-FEE RETAINER IS DEEMED EARNED AND YOU AGREE TO PROMPTLY ADVANCE ME AN ADDITIONAL \$200.00 FOR FUTURE WORK AND THE CASE NO LONGER IS FLAT-FEE BUT BECOMES BILLABLE AT MY HOURLY RATE OF \$150.00 PER HOUR, AND THE ATTORNEY-CLIENT RELATIONSHIP SHALL BE COVERED BY MY STANDARD 'AGREEMENT' WHICH FOLLOWS ON THE NEXT PAGE.

# 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 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 \$150 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 what monetary amount is due to Attorney. Client will have the sooner of (a) 30 days from the date of the statement, or (b) one business day 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 \$150, for up to 1 hour, and there will likely be communications and preparation just prior to that Court date as well. Also, if no retainer remains and particular 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. 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 \$15.00, as Attorney's hourly rate is \$150 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 \$150 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 \$300, plus \$600 for estimated trial time for a half-day trial or less or \$1,000 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