

New Client Questionnaire - Modification/SAPCR

Client Information

Name:		DOB:
DL:	SSN:	Place of Birth:
Address:		
City:	County:	Zip:
Employer:	Employer's Address:	
Work No.:	Home No.:	Cell No.:
Email address:		
County where you resided past 6 months:		Are the children in your possession?

Other Parent Information

Name:		DOB:
DL:	SSN:	Place of Birth:
Address:		
City:	County:	Zip:
Employer:	Employer's Address:	
Work No.:	Home No.:	Cell No.:
County where you resided past 90 days:		Are the children in this party's possession?

Children

Name:		Place of Birth:
Male _____ Female _____	DOB:	SSN:
Name:		Place of Birth:
Male _____ Female _____	DOB:	SSN:
Name:		Place of Birth:
Male _____ Female _____	DOB:	SSN:

Miscellaneous Information (if applicable)

Order to be Modified:	Date of last order:
Cause No.	County:

Our File Number: DR-_____

Cause No. _____
FINANCIAL INFORMATION

Petitioner

Respondent

Attorney for Petitioner

Attorney for Respondent

MONTHLY EXPENSES

HOUSING:

- | | | |
|----|---|----------|
| 1. | Rent/House Payment | \$ _____ |
| 2. | Insurance (homeowners) | \$ _____ |
| 3. | Maintenance, repairs, service | \$ _____ |
| 4. | Utilities (gas, electric, water, cable, etc.) | \$ _____ |

AUTO/TRANSPORTATION

- | | | |
|----|----------------------------|----------|
| 1. | Car Payments | \$ _____ |
| 2. | Insurance (auto) | \$ _____ |
| 3. | Maintenance and repairs | \$ _____ |
| 4. | Gasoline | \$ _____ |
| 5. | Other transportation costs | \$ _____ |

INSURANCE

- | | | |
|----|------------------------|----------|
| 1. | Life | \$ _____ |
| 2. | Health/hospitalization | \$ _____ |
| 3. | Other | \$ _____ |

FOOD

- | | | |
|----|----------------------------|----------|
| 1. | Groceries | \$ _____ |
| 2. | School and/or Work lunches | \$ _____ |

MEDICAL

- | | | |
|----|---------------|----------|
| 1. | Doctors | \$ _____ |
| 2. | Dentists | \$ _____ |
| 3. | Prescriptions | \$ _____ |

EDUCATION

- | | | |
|----|--------------------------|----------|
| 1. | Tuition | \$ _____ |
| 2. | Supplies/extracurricular | \$ _____ |

PERSONAL

- 1. Grooming (hairdresser, barber, etc.) \$ _____
- 2. Clothing \$ _____
- 3. Cleaning/laundry \$ _____
- 4. Uniforms for work \$ _____

CHILD CARE

- 1. Daycare \$ _____
- 2. After-school care \$ _____

CREDIT CARD/OTHER DEBTS

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

ENTERTAINMENT

- 1. Dine-out \$ _____
- 2. Other \$ _____

OTHER EXPENSES

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

TOTAL MONTHLY EXPENSES \$ _____

MONTHLY INCOME

GROSS Monthly Wages \$ _____
Withholding/FICA \$ (_____)
Health Insurance/HSA \$ (_____)
401k/Retirement \$ (_____)
NET Monthly Income \$ _____
OTHER INCOME _____ \$ _____

Signature of Party _____

SERVICE OF PROCESS INFORMATION

Name of person to be served: _____

Address of person to be served: _____

Directions to place of service: _____

Height: _____ Weight: _____ Eye color: _____

Hair color: _____ Facial hair: _____

Distinguishing characteristics: _____

What do they drive: _____

Where do they work: _____

What hours do they work: _____

Where is the best place to serve: _____

When is the best time to serve: _____

Your name: _____

Your phone number(s) for process server to notify you of service or for questions prior to service:

Comments: _____

AGREEMENT FOR LEGAL SERVICES

This is a contract for legal services to be rendered and fees to be paid for those legal services.

PARTIES TO THE AGREEMENT

The client is _____, hereinafter referred to as "Client."

The law firm is Raymond E. "Bo" Rogers, Jr., The Law Office of Raymond E. "Bo" Rogers, Jr., P.C., doing business as Rogers Law Firm, hereinafter referred to collectively as "Law Firm."

EMPLOYMENT

The Client employs Law Firm to represent the Client in all matters relating to:

- a. _____
- b. _____

By execution of this agreement, Client appoints Law Firm as his or her agent and lawful attorney-in-fact in connection with this matter.

Law Firm agrees to provide legal services in the above matter(s). This agreement does not obligate Law Firm to represent Client in any matters not listed above. If other matters arise, separate arrangements may be made between Law Firm and Client.

LEGAL SERVICES

The legal services include, but are not limited to, the following:

1. furnishing legal counsel and advice to Client on all issues relating to the matter(s) listed above;
2. preparing and filing the necessary pleadings;
3. making necessary court appearances (including docket calls and time spent in waiting for hearings);
4. obtaining factual information through legal processes;
5. performing legal research;
6. reviewing correspondence and documents;
7. preparing for negotiations and trial;
8. conducting the trial, if necessary; and
9. assisting in preparing and obtaining execution of conveyancing instruments.

ATTORNEY'S FEES

Client agrees to pay reasonable attorney fees to Law Firm. The following factors will be taken into

consideration in determining the amount of reasonable fees:

1. The time and labor required, the novelty and difficulty of the legal questions, and the skill requisite to perform the legal service properly;
2. The likelihood, if any, that the acceptance of the employment will preclude other employment by Law Firm;
3. The customary fee in the locality for similar legal services;
4. The amount involved and the results obtained;
5. The time limitations imposed by Client or by the circumstances;
6. The nature and length of the professional relationship between Client and Law Firm;
7. The experience, reputation, and ability of the lawyer performing the service.

Client agrees to pay Law Firm a MINIMUM NON-REFUNDABLE FEE in the amount of \$_____. It is understood and agreed that this fee is **not** a retainer or an advance fee, but a fee to secure Law Firm's services and to remunerate Law Firm for loss of the opportunity to accept other employment. The parties agree that fee charged is fair and reasonable, and is earned by Law Firm at the time of payment.

Employees of Law Firm will record their actual time spent on Client's matter. The minimum hourly rate of each of the Law Firm's attorney and staff as of the date of this agreement is:

Raymond E. "Bo" Rogers, Jr.	\$350.00
Associate Attorneys	\$250.00
Support staff	\$100.00

These hourly rates may change during our representation. If such changes are necessary, you will be notified in writing 10 days before the change.

Time will be charged in increments of tenths (.10) of an hour with a minimum charge of one-tenth (.10) of an hour. It is impossible to anticipate in advance the amount of time that will be required to work on this case. In the event that Law Firm's fees and expenses exceed the original minimum fee, Client hereby agrees to pay additional fees in an amount to be determined by Law Firm within 2 days of receiving notice from Law Firm. Client and Law Firm agree that Client's failure to pay any fee due under this contract shall constitute sufficient grounds for Law Firm's immediate withdrawal from representing Client.

Law Firm's policy is to not produce monthly bills. However, an itemized statement of the services rendered in your case will be provided to within a reasonable period of time after we receive your written request. Although we all do our very best to make certain that billing statements are accurate, on rare occasion, as software problem or other event may cause a billing error. Therefore, it is very important that

you review your bill completely and contact us if you believe there is a mistake on your bill. It is further agreed that the charges outlined in each invoice or bill shall be deemed fair, accurate and reasonable unless Client notifies Law Firm to the contrary within 10 days from the date of the invoice or bill.

EXPENSES

Client and Law Firm recognize that certain expenses will be necessary during the delivery of legal services. The following are merely examples, and is not a complete list:

1. Court filing fees and/or recording costs;
2. Long distance and cellular telephone charges;
3. Pretrial discovery costs, including depositions;
4. Fees for process servers and/or investigation expenses;
5. Mediation fees;
6. Travel expenses with may also include time spent traveling, food, and lodging.
7. Postage and delivery expenses; and
8. Printing, photocopying, facsimile, and scanning expenses at the rate of 15 cents per page.

Law Firm will incur some of these expenses on behalf of Client as they are needed. Client agrees to pay these expenses within 10 days from the date of receiving a bill for the expenses.

In the event such statements are not paid within 10 days, from the date of receipt, Client agrees to pay interest on the unpaid balance at the rate of 10 percent per annum until expenses have been paid in full. Client understands that failure to pay fees incurred are grounds for the attorney to file a motion for withdrawal of representation.

REPRESENTATION DOES NOT INCLUDE APPELLATE COURTS

This agreement does not include representation of Client in an appeal of this case to an appellate court.

COOPERATION

Client and Law Firm agree to cooperate fully with the other. On reasonable notice, the Client shall:

1. Assist in furnishing witnesses as may be necessary for hearings and the trial;
2. Timely provide all documents and physical evidence as needed for evidence at trial and for answers to discovery under the Texas Rules of Civil Procedure;
3. Timely answer all discovery requests under the Texas Rules of Civil Procedure;
4. Be available at all reasonable times for consultation with the attorney responsible for the case; and

5. Be available for all depositions, hearings, and trial.

SETTLEMENT

Law Firm and Client recognize that all appropriate efforts should be made to bring about an amicable settlement in this case. These efforts may include conferences between Law Firm and Client, conferences with the attorney for the opposing party or parties, mediation, or any other appropriate method of resolving the issues.

Law Firm will communicate with Client regarding settlement and will not make any agreements to settle the case without approval from Client. Client will, likewise, communicate with Law Firm regarding settlement and will inform Law Firm of any settlement agreements.

TERMINATION OF EMPLOYMENT

Client may discharge Law Firm at any time. Any fees and expenses incurred up to that time shall be paid by Client. If Client becomes displeased or dissatisfied with any aspect of the legal services of Law Firm, Client shall give written notice to Law Firm. The notice shall be sent by certified mail, return receipt requested. Client understands that Law Firm does not want to learn of any problem in this area only when Client is asked to pay a bill. It is the desire of Client and Law Firm that both have an opportunity to resolve any problem as early as possible.

If no resolution is reached, Law Firm will need to withdraw before doing further work, and Client will need time to employ another attorney.

Law Firm may terminate the attorney-client relationship and withdraw from any further representation. That action **shall** be taken under any of the following conditions:

1. Law Firm is required to withdraw because a member of the firm is, or should be a witness in the case;
2. A lawyer's physical, mental, or psychological condition materially impairs the lawyer's fitness to represent the Client; or
3. Law Firm is discharged by the Client.

Law Firm **may** withdraw from any further representation for any of the following reasons:

1. Client fails to pay fees or expenses required under this agreement;
2. Client fails to cooperate and comply fully with any reasonable request of Law Firm;
3. Client engages in conduct or makes statements that render it unreasonably difficult for Law Firm to carry out the purposes of its employment; or
4. Client fails to abide by any of the terms of this agreement.

Before Law Firm terminates the relationship or withdraws from its representation of the Client, the Law Firm shall give five (5) days' written notice to Client, unless such notice is waived by Client. The notice shall be by certified mail, return receipt requested.

EMPLOYMENT OF PROFESSIONALS

Client authorizes the Law Firm to employ certain professionals on behalf of Client when such services are desirable in this case. The professionals include court reporters, expert witnesses, consultants, appraisers, investigators, accountants, and mental health professionals. Insofar as is practicable, Law Firm will consult with Client before the employment of the professionals.

Client agrees to pay the fees and expenses of any such professionals in addition to the fees and expenses incurred by Law Firm.

Law Firm may require that Client make advanced payments of those fees and expenses of such professionals. Law Firm will give Client reasonable notice of the estimated amounts of these fees and expenses and the date when the payment is due. Client understands that Law Firm is not obligated to pay these fees and expenses. The failure to make advanced payment when requested, will result in the non-employment of the professional.

GENERAL PROVISIONS

Client assigns to Law Firm a lien against all of the Client's money coming into the hands of Law Firm to the extent there are unpaid fees or expenses under this agreement. Client also assigns to Law Firm a lien against any and all money or property Client receives incident to the matter Law Firm is employed for.

Law Firm's regular office hours are from 8:30 a.m. until 5:00 p.m. Monday through Thursday, on Fridays from 8:30 a.m. until 12:00 p.m. We close for lunch from 12:00 p.m. until 1:00 p.m. and we are closed on most county, state, and federal holidays.

One of the most common complaints made by clients is the lawyer's failure to return telephone calls or otherwise communicate with the client. Law Firm has a policy of returning every telephone call. If Client's telephone call has not been returned within 24 hours, the most likely reason is that the attorney is out of town, in court, or simply has not received the message. In this event, Client agrees to contact Law Firm and make an appointment to visit with Raymond E. "Bo" Rogers, Jr. in person at the first mutually available date. If Client needs to communicate information, questions or concerns to Law Firm, Law Firm's voice mail, email at: bo@borogerslaw.com and fax at: 903-234-2511 are available 24 hours per day. However, Law Firm will not receive voice mail messages or faxes when Raymond E. "Bo" Rogers, Jr. is out of the office, so any matters that Client believes require the attention of Raymond E. "Bo" Rogers, Jr.

immediately, all such matters should be directed to Law Firm staff.

Law Firm primarily engages in litigation and, as such, Raymond E. "Bo" Rogers, Jr. and Law Firm staff is in court or participating in other types of litigation related activities almost every day. It is extremely important for Client to communicate directly with Law Firm staff regarding matters requiring immediate assistance. Although no member of Law Firm staff, other than an attorney, can provide Client with legal advice or opinions, Law Firm staff can take a detailed message, convey the message to the attorney and then convey response back Client. Client's patience and understanding is greatly appreciated.

Unfortunately, delays, cancellations, resets and rescheduling are very common in litigation. Client should expect that Client's hearing or trial may be continued, reset or rescheduled at least once, probably twice, and possibly more. Often, because of the nature of the court's docketing system, several cases may be scheduled simultaneously. Hearings or trials will run over or take longer than anticipated. Attorneys will be scheduled in two different Courts. Cases are thus postponed or continued, appointments moved around, meetings and conferences rescheduled. The result is often extremely frustrating to clients and counsel, as prompt resolution is understandably very important. Client must prepare for this eventuality, and try to understand if it happens in Client's case.

If Client's case requires a final trial for resolution, it may take time, many months, even a year or more before a final trial date, depending upon the country and the court in which Client's is pending. Each court has a different trial setting process, some more complex than others.

There may be occasions when opposing counsel will request additional time to meet Court set deadlines. Law Firm reserves the right to determine whether it is advisable to agree to such request.

The place of performance of this agreement is in Gregg County, Texas. All fees and expenses are payable at the address of Law Firm at 1504 Colony Circle, Longview, Texas 75604.

Law Firm has not made any representation or guarantee as to the outcome of this case.

This written agreement contains the entire agreement of the parties. There are no terms of the agreement that are not contained in this written agreement.

If any dispute should arise concerning this agreement, Client and Law Firm agree to attempt to participate in mediation in an effort to resolve their differences. If mediation is unsuccessful, the parties agree to submit their dispute to binding arbitration.

NOTICES

The tax considerations of clients are often sophisticated and complex. Therefore, although tax considerations are addressed in each case, Law Firm's services do not include tax advice, and Client will be

expected to obtain independent tax advice about any division or award of property in this case before entering into any settlement agreement.

Law Firm reserves the right and privilege to destroy Client's file five years from the date the file is closed.

The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The creed requires our firm to advise you of the contents of the creed when undertaking to represent you.

The Texas Lawyer's Creed

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

Our Legal System

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my Clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

Lawyer to Client

A lawyer owes to a Client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the Client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my Client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my Client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my Client's lawful objectives, but I will not permit that

loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my Client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my Client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A Client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my Client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my Client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my Client that we will not pursue any course of action which is without merit.

10. I will advise my Client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my Client's lawful objectives. A Client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my Client regarding the availability of mediation, arbitration, and other alternative methods of resolving and setting disputes.

Lawyer to Lawyer

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between Clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my Client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's

opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my Client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between Clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my Client's lawful objectives or is fully justified by the circumstances.

Lawyer and Judge

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and the administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

The Texas Government Code requires that you be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar will provide you with information if you call 1-800-932-1900.

This firm is privileged to have this opportunity to be of service to you. We appreciate your trust and confidence, as well as your business. If you completely approve this agreement, please date and sign the original of this letter where indicated, return it to this office, and retain a copy for your file.

ACCEPTED AND AGREED TO ON _____, 20____.

Client

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