



OWEN LAW FIRM

James R. Owen, Attorney

550 West Main Street, Suite 950

Knoxville, TN 37902

865-440-6345

INSTRUCTIONS FOR COMPLETING AGREED DIVORCE DOCUMENTS

THE MOST COMMON REASON FOR DELAY IS INCOMPLETE FORMS.

Return questionnaire to:

James R. Owen

550 West Summit Hill Drive, Suite 950

Knoxville, TN 37902

Please include the following information:

1. Completed questionnaire
All the information on page one is mandatory
Please include all vehicles, even if they were purchased before the marriage
Please include all debt including credit cards, loans, etc.
Household bills (such as utility bills) and medical bills are not necessary
2. Signed Engagement Agreement
3. Attorney's fee \$450.00, please make check payable to Owen Law Firm

Please make a separate check payable to:

Knox Co. 4th Circuit Court for \$239.75

****** If you pay with a credit/debit card you will be charged a 3% fee******

If you have questions, please contact Jody Smith- Paralegal at 865-440-6345.

Thank you!



Contact Number: (865) 440-6345 or Email: Jody.knoxdwi@gmail.com

Engagement Agreement

Representation does not begin until the engagement agreement is signed by both the client and Mr. Owen and the fee has been received.

Scope of Representation

Our office will represent you in an uncontested divorce. Representation includes preparation and filing the following documents as part of our fee: a Complaint for Divorce, an Answer, a Defendant's Affidavit, a Marital Dissolution Agreement, a Parenting Plan and Child Support Worksheet (if applicable), and a Final Judgment of Divorce. Our representation in court is limited to one appearance before the Fourth Circuit Court in order to finalize the divorce.

Our work will **not include** the preparation of quitclaim or other property transfer documents, powers of attorney, or any other documents other than those specified above; any other appearances in court other than that specified above; any appearances, documents or pleadings required due to pregnancy; any representation of a contested matter no matter how insignificant the disagreement; any appeals; or any other litigation or any other representation.

Fee Agreement

The attorney fee for an uncontested divorce *without* minor children consists of a one-time-only, ***non-refundable***, fee for our services of \$450.00. The attorney fee for an uncontested divorce with minor children consists of a one-time-only, ***non-refundable***, fee for our services of \$700.00. Any changes after the initial documents are prepared will require a minimum additional fee of \$50.00 per change and if you decide not to complete the divorce, in addition to forfeiting the non-refundable fee, there will be an additional \$50.00 charge to prepare and file an Order of Dismissal on your behalf.

By initialing here I agree that I have been advised that, and agree unconditionally that, once Mr. Owen accepts representation, because the preliminary information gathering and document preparation phase of my representation comprises the overwhelming majority of the services to be rendered, his fee is nonrefundable whether or not: (a) I chose to complete the divorce, (b) Mr. Owen terminates representation for cause or (c) I chose to terminate the action or Mr. Owen's representation for any reason.

The above fee does not include any out-of-pocket costs. You understand that you are solely responsible for all costs and expenses in the matter including, but not limited to, the court filing fee of \$314.75 for a "with kids" divorce and the court filing fee of \$239.75 for a "no kids" uncontested divorce and any other court costs. Usually the cost payment will cover all court costs; however, *you should note that you are responsible for any remaining court costs that are incurred above and beyond the initial court cost.* The court filing fee is due before the documents are filed with the Court and is refundable unless the case has been filed with the court. You are also responsible for the cost of parenting classes (if applicable).

Course of the Matter

Generally, matters of this type have several stages consisting of the client filling out the agreed divorce questionnaire, our office preparing and filing the legal documents once the questionnaire is received complete, clients attend required parenting classes (if applicable), and a lawyer from our office represents you in court to finalize the agreed divorce. ***By law, agreed divorce actions not involving children require, by statute, at least a sixty (60) day waiting period from the filing date and agreed divorce actions involving children require at least a waiting period of ninety (90) days from the filing date.*** You should note that these estimated time frames depend upon factors not always within our office's control such as the Court's docket, delays in receiving completed and

correct information from the client, and any delays in the successful completion of parenting classes by both the husband and wife (if applicable). *Also, please note that the court has the sole right to determine its schedule and may reschedule your court date at any time should their calendar require it.*

Property Transfers

Our representation does not include the drafting of legal documents necessary to transfer personal or real property between the parties. Persons with property requiring the preparation of a warranty deed, quitclaim or transfer of title agreement will need to consult with an attorney who practices in the area of property transfers.

No Joint Representation

In this representation, we must and will represent only one of the parties. If both parties wish to be represented by counsel you will have to seek and retain other attorneys.

Your Rights

We want you to be well informed about your legal matter. Therefore, we will send you copies of all correspondence, pleadings, document drafts, etc., that we send and receive. Because we have other clients and other matters, we cannot always be available when you call but our office policy is to try to answer all telephone calls on the same day.

If at any time you become dissatisfied with our handling of this matter, you should not hesitate to inform our office immediately so we can discuss and resolve the problem. It is essential to your representation that we maintain a good relationship throughout your matter.

Your Responsibilities

First, and foremost, being able to contact a client is essential to effective and efficient representation. So that we may maintain continuous contact with you throughout the representation, please notify us *immediately* if there are any changes in your address or telephone number. *Failure to update contact information is the number one reason for excessive delays in finalizing a divorce and termination of representation.*

To achieve the best possible representation, you will need to cooperate with us fully and provide us with all the information we need to assist you. You will need to provide us with the following specific information and documents: a completed questionnaire and a signed engagement agreement. Also, if minor children are involved you will need to complete and/or forward to us: a completed parenting plan, your most recent pay check stub from both parties, any receipts for child care or health insurance, and a certificate of attendance from a Fourth Circuit court approved parenting class.

You also understand and acknowledge that it is expected that you honor this agreement as outlined above and that your failure to do so could lead to legal action to enforce payment and/or our withdraw from your case. *If legal action is necessary to enforce any part of this agreement, you acknowledge that you are fully responsible for all resulting court costs and for reasonable attorney's fees.*

Termination of Agreement

You may terminate our representation at any time. We may terminate this representation only as permitted or required by this agreement, the law and/or regulations, and/or as the Code of Professional Conduct requires or permits.

[] *By initialing here I acknowledge, and unconditionally agree, that James R. Owen's representation is strictly conditioned upon my divorce being an uncontested, agreed, matter between the parties. Mr. Owen may withdraw from representation if I and/or my spouse have a disagreement about any material term or provision involved in the divorce and/or the matter becomes contested in any material way. I understand that the inability to contact the other party to reasonably obtain consent, signatures or attendance at hearings constitutes a contested matter for purposes of this agreement.*

[] *By initialing here I acknowledge, and unconditionally agree, that James R. Owen may*

withdraw from representation for any material failure to cooperate on my part. This includes, but is not limited to, failing to provide required information or providing false information, failing to provide updated contact information when I move or change telephone numbers, failure to respond to communications from his office, failure to attend and complete parenting classes within the 90 day period if required, filing other legal actions without consultation or notice to his office, making contacts with other parties or the court without his knowledge, and/or failure to abide by fee payment agreements.

[] *By initialing here I acknowledge that I am under a continuing legal obligation to report to James Owen and the court if I or my spouse becomes pregnant at any time after Mr. Owen accepts representation and I further acknowledge, and unconditionally agree, that because a pregnancy will result in the necessity of amending most if not all filings and pleadings; filing additional documents; as well as possibly requiring additional court appearances for which I have not paid for or agreed to, James R. Owen may withdraw from representation should I or my spouse become pregnant at any time before or during the pendency of the divorce proceedings.*

If the above terms are acceptable, please sign this engagement agreement. Mr. Owen accepts cash payments of fees. However, if you pay the fees by check, money order or cashier's check, please make it payable to "James R. Owen" in the amount of \$450.00 for agreed divorces with no children, or \$700 with children. The Court Filing fee is due when we receive your notarized, signed documents. Mr. Owen does accept cash for payment of court fees. Make your money order or check payable to "Knox County Fourth Circuit Court" instead. **DO NOT MAKE OUT THE PAYMENT OF COURT FEES TO MR. OWEN.**

Our work will begin when this engagement agreement has been signed by both the client and the attorney and the full attorney fee has been paid by the client. Our office looks forward to working with you.

Client Signature: _____

Date: _____



OWEN LAW FIRM

James R. Owen, Attorney

550 West Main Street, Suite 950

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AGREED DIVORCE QUESTIONNAIRE

We are Representing? WIFE HUSBAND

Wife's Information

Name: _____

(No Nicknames, please include middle name)

Wish to return to using Maiden Name? _____ Full Maiden Name: _____

Phone Numbers: Home: _____ Cell: _____

OK to leave message? ___ Yes ___ No

Email address: _____

Street address: _____

City, State and Zip: _____

County: _____ Lived in than county 6 months or longer? ___ Yes ___ No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? ___ Yes ___ No

Covered under Spouse's
Health Insurance? ___ Yes ___ No

Enlisted in the military? ___ Yes ___ No

Husband's Information

Name: _____

(No Nicknames, please include middle name)

Phone Numbers: Home: _____ Cell: _____

OK to leave message? Yes No

Email address: _____

Street address: _____

City, State and Zip: _____

County: _____ Lived in than county 6 months or longer? Yes No

Birthplace (City, State): _____

Date of Birth: _____

Race: _____

No. of Previous Marriages: _____ How ended: divorce/deceased? _____

Social Security Number: _____

Employer: _____

Responsible for court costs? Yes No

Covered under Spouse's Health Insurance? Yes No

Enlisted in the military? Yes No

MARRIAGE

Date of Marriage: _____ Date Decided on Divorce: _____

County/State of Marriage: _____ County/State of Separation: _____

LEGAL PROCEEDINGS

Have you filed for divorce within the last six months in this or any other county or state? _____

Have you, your spouse or a child ever been involved in a child support or custody action? _____

Have you filed bankruptcy within the last 90 days or will you file a bankruptcy within 90 days? _____

Have you been a party to, or subject of, any court action, litigation or court order within the last year? _____

Explain: _____

CHILDREN BORN AT ANY TIME DURING THE MARRIAGE REGARDLESS OF FATHER:

(List ALL children, regardless of legitimate or illegitimate, legal status, or actual parentage)

Currently Pregnant? _____

NAME	Date of Birth	SS#	In your custody?	
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PROPERTY

*Please indicate ALL titleable property below, even if it was bought before the marriage or after the separation.
(Do Not List Items Held In The Name Of A Third Person.)*

House #1 Address: _____

Currently on the property title: _____ (Husband/Wife/Both)

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____

Purchased during marriage: _____

House #2 Address: _____

Currently on the property title: _____ (Husband/Wife/Both)

Will retain property after divorce: _____

Mortgage Company: _____

Mortgage currently in the name of: Husband/Wife/Both Responsible after divorce: _____

Mobile home: _____

Purchased during marriage: _____

***** If more property, please list on back**

MISCELLANEOUS TITLEABLE PROPERTY

(boats, motor homes, etc.)

#1: Year, Make, Model, other information: _____

Currently on the title _____

Will retain property after divorce _____

Name on current lien _____

Who will be responsible after divorce _____

Purchased during marriage: YES NO

#2: Year, Make, Model, other information: _____

Currently on the title _____

Will retain property after divorce _____

Name on current lien _____

Who will be responsible after divorce _____

Purchased during marriage: YES NO

******* If additional, please list on back.**

VEHICLES

Husband's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: YES NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Wife's Vehicle

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: YES NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Other vehicle:

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ____ YES ____ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

Other Vehicle:

Year: _____ Make/Model: _____

Lien Company: _____

Purchased during marriage: ____ YES ____ NO

Who is on the current title: _____

Who will retain after divorce: _____

Who is on the current lien: _____

Who will be responsible after the divorce: _____

DEBT

Please list all debt (loans, credit cards, lines of credit, etc.) even if they're in only one name.

Household bills, such as utilities, medical bills, etc. do not need to be listed.

1. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: ____ YES ____ NO

2. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: ____ YES ____ NO

3. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: YES NO

4. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: YES NO

5. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: YES NO

6. Creditor: _____

Currently named on debt _____

Debt Type: _____

Who will be responsible after divorce _____

Additional Information: _____

Acquired during marriage: YES NO

ATTESTATION

[_____] (Initials) I have advised my attorney of ALL children who, during my marriage, were:

1. Born to me or conceived by me whether or not they are my spouse's child by blood, and/or
2. Born to my spouse or conceived by my spouse whether or not they are my child by blood, and/or
3. Born to either or both of us regardless of whether we have legal custody or parental rights over the children, or a court has determined parentage, child custody, visitation or support for that child.

[_____] (Initials) I have disclosed all information requested of me and I am not withholding information. The information that I have provided is true, complete, and correct to the best of my knowledge and belief.

[_____] (Initials) I understand that Mr. Owen has the right to withdraw from representation if the information I have provided is inaccurate, incomplete or incorrect.

CLIENT'S SIGNATURE

Date