

**FAMILY LAW ATTORNEY INLAND EMPIRE  
LAW OFFICE OF RIKISHA D THOMAS**

**11326 Winery Dr., Suite A, Fontana, CA 92337  
Phone: (909) 229-4324**

**RETAINER AGREEMENT**

1. PARTIES

This Agreement is entered into on \_\_\_\_\_, 2026, by and between Rikisha D. Thomas, Esq., dba Law Office of Rikisha D. Thomas (“Attorney”), and \_\_\_\_\_ (“Client”).

2. SCOPE OF REPRESENTATION

Attorney agrees to represent Client in the following matter:

- Divorce
- Child Custody / Visitation
- Child Support / Spousal Support
- Domestic Violence Restraining Order (DVRO)
- Other: \_\_\_\_\_

3. FEES AND RETAINER

Initial Retainer: \$ \_\_\_\_\_

Attorney Hourly Rate: \$450.00\_/hour

Paralegal Rate: \$175.00\_/hour

All services are billed against the retainer. Client agrees to replenish the retainer upon request.

Attorney is not obligated to perform services unless fees are paid.

#### 4. PHASE-BASED SERVICES AND ADDITIONAL FEES

Client understands that legal matters are handled in phase. The following services are not included in the initial retainer and will be billed separately as needed.

A. Comprehension Discovery Services including written discovery, document production, deposition, and strategic review of evidence. Typical each service range \$5000 and up.

B. Third-party Recodes Acquisition incurring subpoena preparation, services coordination, and document analysis. Typical price range \$3500.00

C. Additional Court Appearance. Court appearance beyond the initial scope of representation.

Typical range: \$750-\$2500 per hearing

D. Trial Preparation and Presentation Materials including trial binders, exhibit organization, and evidentiary preparation. Typical price range \$3800.00 and up.

E. Full Trial Representation, including case strategy, courtroom advocacy. Witness examination, and evidentiary presentation. Additional retainer required. \$15,000-\$35,000

F. Alternative Dispute Resolution and Post-Judgment Proceedings including arbitration, enforcement, and modification actions. Billed separately.

#### 5. COSTS AND EXPENSES

Client is responsible for all costs including court filing fees, service of process, experts' witnesses, court reporters and administrative expenses. (in person or remote appearance)

#### 6. CLIENT RESPONSIBILITIES

Client agrees to cooperate, provide accurate and complete information, respond promptly to Attorney's requests, attend all hearings, and cooperate in case preparation.

#### 7. FAMILY LAW FINANCIAL DISCLOSURES (IF APPLICABLE)

Client understands that California law requires full and accurate financial disclosures, including Income and Expenses Declarations and Scheduled of Assets and Debts. Client agrees to provide complete, truthful, and timely financial information. Failure to do so may result in sanctions or adverse rulings. Attorney is not responsible for inaccuracies provided by Client.

## 8. DVRO MATTERS (IF APPLICABLE)

Client understands that Domestic Violence Restraining Order matters are expedited and require strict compliance with deadlines. Client agrees to provide all evidence, including messages, photo, videos, and witness information, in a timely manner, attorney is not responsible for adverse outcome caused by incomplete or delayed information.

## 9. DOCUMENTS

Attorney is not responsible for the accuracy, completeness, or legal sufficiency or any documents provided or prepared by Client unless Attorney has expressly agreed in writing to review such documents.

## 10. COMMUNICATION POLICY

Attorney's office hours are Monday through Friday, 9:00 Am to %:00 PM. Client agrees that communicate shall occur during regular business hours, calls, emails, and text messages received after hours, weekends, or holidays will be responded to on the next business day. Attorney is not obligated to respond to non-emergency communications outside of business hours. After-hours or weekend communication may be subject to additional fess at Attorney's discretion.

## 9. NO GUARANTEE

Attorney makes no guarantees regarding the outcome of the matter.

## 10. TERMINATION

Attorney may withdraw from representation for non-payment, lack of cooperation, or other good causes. Client may terminate representation at any time All outstanding fees become immediately due.

## 11. ARBITRATION CLAUSE

Any dispute, claim, or controversy arising out of or relating to this Agreement, Attorney's representation of Client, or the fees charged, including class off professional negligence or malpractice, shall be resolved by binding arbitration in the State of California. Arbitration shall take place in the county where attorney's principal office is located, unless otherwise agreed. Client understands and agrees that by signing this Agreement, Client is waiving the right to a jury trial and to have disputes resolved in a court of law. Client is advised that under California law, Client has their right to request Mandatory Fee Arbitration through the local bar association to disputes concerning attorney's fees and costs, This right cannot be waived in advance, and this arbitration

provision does not preclude Client from exercising that right. The costs of arbitration, including arbitrator's fees, shall be allocated as determined by the arbitrator, except as required by applicable law.

#### 12. ATTORNEY'S FEE CLAUSE

ATTORNEY'S FEES IN DISPUTES-In the event of any dispute arising out of or relating to this Agreement, including but not limited to disputes regarding fees, costs, or the scope of representation, the prevailing party shall be entitled to recover reasonable attorney's fee and costs, to the extent permitted by applicable California law. This provision applies to any arbitration or court proceeding, except where prohibited by law, including matters subject to California Mandatory Fee Arbitration.

#### 13. CONFLICT OF INTEREST CLAUSE

Attorney represents only the Client identified in this Agreement and does not represent any other individual or entity related to Client, including spouses, partners, family members, or business entities, unless expressly agreed in writing. Client acknowledges that no conflict of interest is known to Attorney at the time of execution of this Agreement. If a conflict arises during the course of representation, Attorney may be required to withdraw in accordance with California law and ethical obligation. Client understands that Attorney may represent other clients in matters unrelated to Client's case, including matters adverse to Client, provided such representation does not violate applicable ethical rules.

#### 14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. To the extent any dispute is not subject to arbitration, the parties agree that venue shall be proper exclusively in the courts located within the State of California, including the county in which Attorney's principal offices is located. Client acknowledges that Attorney's legal services are provided within the State of California and are subject to rules, regulations, and ethical obligation governing attorneys' licenses in California.

#### 15. FILE RETENTION

Client files may be destroyed after a reasonable period following the conclusion of representation.

#### 16. ELECTRONIC COMMUNICATION

Client consent to communication via email, text, WhatsApp messages, and electronic transmission.

17. ENTIRE AGREEMENT

This agreement contains the entire understanding between Attorney and Client and supersedes any prior agreements.

13. SIGNATURES

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_