

CONTINGENCY FEE AGREEMENT

This Contingency Fee Agreement ("Agreement") is entered into on 5/5/2026, by and between Preston Van Winkle, residing at [on file] ("Client"), and Arcadian Ridge, PLLC, Phoenix, AZ ("Firm"), by and through Preston Van Winkle, Esq., AZ Bar No. TBD.

1. Scope of Representation

Firm is retained to represent Client in the recovery of any and all surplus proceeds held by the Clerk of the Superior Court of Maricopa County, AZ (or other custodian) arising from the trustee's sale of the real property commonly known as 123 Demo Trail, Phoenix, AZ 85004, sold on or about 2025-09-15, in Case No. CV2025-DEMO-001 (the "Matter"). Firm's scope is limited to investigating, filing, prosecuting, and collecting any surplus claim in the Matter and does not extend to any other legal dispute, unless a separate written engagement is signed.

2. Fee Structure

Firm's fee for services rendered under this Agreement is a contingent fee equal to 30% (the "Contingent Fee") of the gross amount recovered on Client's behalf in the Matter. If no recovery is obtained, Client owes Firm no fee.

The Contingent Fee is calculated on the gross recovery before the deduction of costs and expenses. Costs and expenses advanced by Firm (described in Section 3) are deducted from Client's net share after the Contingent Fee is calculated. This is disclosed pursuant to Arizona Rule of Professional Conduct 1.5(c).

3. Costs and Expenses

Firm will advance all reasonable costs of the Matter, including without limitation court filing fees, service of process, publication, certified copies, and title/lien search fees, up to a cap of \$500. Any cost or expense in excess of this cap will require Client's written approval. Advanced costs will be reimbursed to Firm from Client's net share of the recovery. If no recovery is obtained, Firm bears the cost of its advanced expenses and Client owes nothing.

4. Client Authorizations

Client authorizes Firm to: (a) endorse and deposit into Firm's IOLTA trust account any check or draft made payable to Client in connection with the Matter; (b) file, sign, and serve all pleadings, petitions, motions, stipulations, and releases reasonably necessary to prosecute the Matter; and (c) communicate on Client's behalf with the court, the trustee, opposing claimants, and any custodian of the surplus funds.

5. Distribution of Recovery

All funds recovered will be deposited into Firm's IOLTA trust account. Upon clearance, Firm will disburse (i) the Contingent Fee to Firm, (ii) reimbursement of advanced costs and expenses from Client's net share, and (iii) the balance to Client, along with a written accounting itemizing all deductions, consistent with AZ RPC 1.15.

6. No Guarantee of Outcome

Firm has made no promise or guarantee about the outcome of the Matter. Recovery depends on the facts, applicable law, competing claimants, and court decisions. Client acknowledges that the amount of surplus available, if any, may be less than any estimate discussed.

7. Termination

Either party may terminate this Agreement in writing at any time. If Client terminates without cause after Firm has performed substantial work, Firm may assert a charging lien against any eventual recovery in the Matter for the reasonable value of services rendered. If Firm terminates without Client's cause, Firm waives any fee, except for reimbursement of out-of-pocket costs actually advanced.

8. Arbitration of Fee Disputes

Any dispute about Firm's fee will first be submitted to the State Bar of Arizona fee arbitration program before any litigation.

9. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between Client and Firm regarding the Matter and supersedes any prior understanding. Any amendment must be in writing signed by both parties.

10. Electronic Signature

The parties agree that this Agreement may be signed electronically. An electronic signature affixed under the Arizona Electronic Transactions Act (ARS § 44-7001 et seq.) and the federal E-SIGN Act (15 U.S.C. § 7001) has the same legal effect as a handwritten signature. Each party consents to receive and retain this Agreement and any related disclosures in electronic form.

ACKNOWLEDGED AND AGREED:

Client signature
Preston Van Winkle
Date: _____

Attorney signature
Preston Van Winkle, Esq., Arcadian Ridge, PLLC
AZ Bar No. TBD
Date: _____