

TEMKO & EDEN, P.A.

Attorneys at Law
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CONTINGENCY FEE AGREEMENT

Client: Maria Zubieta. **Lawyers:** Temko & Eden, P.A. (the firm). **Responsible lawyer:** Kim Nguyen.
Firm matter number: 25-117.

1. The claim. The client hires the firm to represent her on her claim for the injuries she suffered when she fell on October 18, 2025, at the Kestrel Home Center store in Daytona Beach, Florida, against Kestrel Home Center, LLC and anyone else responsible.

2. The fee. The firm is paid only if there is a recovery. The fee is 33 1/3% of any recovery up to \$1 million before the filing of an answer or the demand for appointment of arbitrators (or, if no answer is filed and no demand is made, before the time for either runs out), and 40% of any recovery up to \$1 million after that, through the entry of judgment. Any recovery above \$1 million is subject to the lower percentages that Rule 4-1.5(f)(4)(B) of the Rules Regulating The Florida Bar sets. If there is no recovery, the client owes no fee.

3. Costs. The firm advances the costs of the case, such as filing fees, service of process, medical records, court reporters, and experts. The firm is repaid for those costs from the client's share of any recovery. If there is no recovery, the client owes nothing for costs.

4. Settlement and the closing statement. The firm will not settle the claim without the client's consent. When the case ends, the firm will prepare a closing statement listing the recovery, the fee, each cost, and each payment to others, and no money will be paid out until the client approves and signs it.

5. Your file. During the case the firm may hold original documents and property the client gives it. When the case ends, the firm will return the client's originals and property to her. The firm keeps the rest of the file, in electronic form, for six years after the case ends. Before the firm destroys the file, it will write to the client at her last known address and offer her a copy.

6. Communication. The firm communicates with the client through a secure client portal, by email, and by phone. The client agrees to keep her portal password to herself.

7. The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth in it. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned lawyer(s).

8. This contract may be cancelled by written notification to the lawyer at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client is not obligated to pay any fees to the attorney for the work performed during that time. If the lawyer has advanced funds to others in representation of the client, the lawyer is entitled to be reimbursed for amounts that the lawyer has reasonably advanced on behalf of the client.

/s/ Maria Zubieta

Maria Zubieta, Client Date: October 23, 2025

/s/ Kim Nguyen

Kim Nguyen, for Temko & Eden, P.A. Date: October 23, 2025

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

The client received this statement, in the form Rule 4-1.5(f)(4)(C) of the Rules Regulating The Florida Bar prescribes, and read it before signing the contingency fee agreement. Its text is printed in that rule. The client and the lawyer each keep a signed copy.

/s/ Maria Zubieta

Maria Zubieta, Client Date: October 23, 2025

/s/ Kim Nguyen

Kim Nguyen, for Temko & Eden, P.A. Date: October 23, 2025