AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated December

, 2005 is made

BETWEEN the Client(s),

Norman Zadeh c/o Walter Burien

P.O. Box

referred to as "You",

Beverly Hills, CA 90212

AND THE LAW FIRM OF BIO & LARACCA, ESQ.

whose address is: 331 CENTRAL AVENUE, ORANGE, NEW JERSEY 07050, referred to as the "Law Firm".

1. Legal Services To Be Provided. You agree that the Law Firm will represent you in the following matter:

<u>State vs. Walter Burien</u> (Middlesex County Criminal Matter); weapons charges, interference with custody charges, eluding charges

- REPRESENTATION IS FOR PRE-INDICTMENT ONLY

this retainer agreement is solely for pre-indictment services and any obligations of the firm and of Norman Zadeh cease upon indictment. Client, Walter Burien (or Norman Zadeh) can negotiate a new agreement with the firm post-indictment.

The legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, reduction of bail motion and related work to properly represent you in this matter.

- 2. Additional Legal Services. If you need any other services which may or may not be related to the above matter you and the Law Firm may make a new agreement to provide the other services. (Specifically, it is understood that any and all post indictment proceedings are not contemplated in this retainer and that a new one can be entered)
- 3. Cost and Expenses. In addition to legal fees, you may be required to pay for expenses in connection with the institution and prosecution of your claim. Such expenses may include, among other things, experts' fees and expenses for other testimony or evidence, court costs, accountants' fees, appraisers' fees, service fees, investigators' fees, deposition costs, costs of briefs, transcripts on appeal and extraordinary photocopying, long-distance telephone and postage expenses. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research.
- 4. Legal Fees. The Law Firm cannot predict or guarantee what your final bill will be. This will depend on

the amount of time spent on your case and the amount of other expense. Marco Laracca's hourly rate is \$250.00 an hour.

- A. **Initial Payment.** The Law Firm will begin work on your case upon receipt of \$5,000.00. This sum will be used to pay your fees and expenses according to this Agreement. (Said initial payment is acknowledged as received by Norman Zadeh check # 18322)
- B. **Minimum Fee.** You agree to pay a minimum of \$5,000.00 Non-refundable for legal services regardless of the amount of time actually spent on this case. This fee is for pre-indictment preparation, representation and investigation.
- C. Additional Fee: In the event Walter Burien is indicted there shall be an additional charge which will discussed and negotiated at that time.
- D. **Expert Fees Additional:** In the event the need arises for the use, retention or consultation with an expert and/or outside investigation services the client understands said costs and fees shall be additional to the above referenced fees.
- **5. Bills.** The Law Firm may send you itemized bills from time to time. The Law Firm may require that costs and expenses (see paragraph 3) be paid in advance. All other bills for costs and legal expenses are due upon receipt. You will be charged interest at a yearly rate of 12% on any remaining balance not paid within 30 days from the date of the bill.
- **6. Your Responsibility.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing you. The Law Firm will also withdraw at your request.
- **7. No Guarantee.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

Signatures. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

Law Offices of Bio & Laracca, PC:

Client(s):

Bv.

MARCO A. LARACCA, ESO.

NORMAN ZADEH