

Marci A. Hamilton, Esq.
36 Timber Knoll Drive
Washington Crossing, PA 18977
(215) 353-8984 (cell)
(215) 493-1094 (facsimile)
hamilton.marci@gmail.com

July 28, 2017

Borough of Upper Saddle River
376 West Saddle River Rd
Upper Saddle River, NJ 07458

RE: Retainer for representation involving Friedman v. Upper Saddle River

Thank you for hiring me to represent The Borough of Upper Saddle River as consultant to Special Council regarding the abovementioned matter, on issues involving the free exercise of religion, including issues under the First Amendment, the Religious Land Use and Institutionalized Persons Act, and the New York State Constitution. Please sign below to indicate agreement to the terms of this retainer agreement.

The Borough of Upper Saddle River agrees to pay a retainer of \$ 15,000.00 for these purposes, which is due immediately upon the signing of this agreement, and agrees to pay an hourly rate of \$750.00/hour. The first twenty hours will be applied against the retainer. The Borough of Upper Saddle River will also cover reasonable travel expenses if needed. The Town further agrees to pay fees within 30 days of receipt of invoices.

I will work in collaboration with the Town's legal counsel and any other counsel hired for this matter on briefing, oral argument, legal strategy, and messaging. It is further agreed that on the issues covered by this agreement, and any others in future, I will be lead counsel in the appellate courts, including before the United States Court of Appeals for the Second Circuit, and Counsel of Record at the United States Supreme Court. I will be primarily, though not solely, responsible for briefing, and solely responsible for oral argument in the appellate courts, including the Second Circuit and the Supreme Court.

I look forward to working with you.

Sincerely,



Marci A. Hamilton