



BY EMAIL: Jdevita@jamesrdevitalaw.com

August 1, 2019

James R. DeVita  
Law Offices of James R. DeVita, PLLC  
81 Main St., Suite 504  
White Plains, New York 10601

Re: City of Bridgeport advs. United States (US Attorney SDNY, US Attorney D.CT)  
Response to Subpoena Dated July 17, 2019

Dear Mr. DeVita:

**Engagement**

1.1 This letter confirms our agreement, pursuant to which the Law Offices of James R. DeVita, PLLC ("JDV") has retained Guidepost Solutions LLC and its agents (collectively, "Guidepost") to perform, and Guidepost has agreed to perform, certain investigative and research services (the "Engagement"), in connection with the captioned matter under the terms and conditions set forth in this engagement agreement (the "Agreement").

**Purpose**

2.1 The purpose of the Engagement is for Guidepost to perform certain services and consult with you to assist you with formulating your legal strategy and advising your client, the City of Bridgeport, Connecticut (the "Client" or the "City").

**Confidentiality**

3.1 Guidepost will treat and maintain as confidential all information that has been or will be communicated or provided to Guidepost by you or the Client relating to any activity or project undertaken as part of the Engagement and will not reveal or utilize it in any way except with Client's approval; provided, however, that, subject to the provisions of Article 5 of this Agreement, Guidepost may reveal such information pursuant to a lawful, final judicial or administrative order. Upon receipt of any government process requesting such information, Guidepost will provide notice to you, and to the Client. In addition, when possible and to the extent permissible by law under the circumstances, Guidepost will afford the Client an opportunity to challenge such process at Client's sole discretion and expense.

415 Madison Avenue  
11th Floor  
New York, NY 10017  
212.817.8700  
www.guidepostsolutions.com



#### **Lawful Conduct and EU-U.S. Privacy Shield Program**

4.1 In the course of the Engagement, Guidepost shall not knowingly engage in any activity, undertaking, or project that is unlawful or illegal under U.S. law or the laws of the place in which the activity occurs.

4.2 Guidepost has EU-U.S. and Swiss-U.S. Privacy Shields documenting its intent to comply with the requirements of the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, in any engagement to which the Privacy Shield Framework is applicable. Our Privacy Shield Policies appears on our website ([www.guidepostsolutions.com](http://www.guidepostsolutions.com)).

4.3 For any Engagement involving the export of Personal Data from the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, Client recognizes Client is the Data Controller as that term is used under the General Data Protection Regulation 2016/679 of the European Union. Client recognizes and agrees that the Client has sole responsibility to provide any notice which may be required by any applicable law to the subject of the Engagement, including a link to the Guidepost Privacy Shield.

#### **Subpoena or Third Party Efforts to Thwart the Engagement**

5.1 Guidepost shall notify the Client of any effort (a) either by subpoena or otherwise to gain access to information, documents, materials, or work product, or information of any kind in the possession of Guidepost that has been generated, obtained, or learned as a result of the work performed by Guidepost under the Engagement, or (b) to otherwise stop, interrupt, or interfere with the performance of Guidepost's work in connection with the Engagement, whether by judicial action or other means. To the extent feasible and permissible by law under the circumstances, Guidepost shall follow lawful directions from the Client with respect to Guidepost's response to any such effort. Consistent with paragraph 3.1 above, unless the Client provides express consent, Guidepost shall not reveal information gathered during the investigation absent a lawful, final judicial or administrative order.

5.2 Client agrees to pay, reimburse, indemnify, and/or hold harmless Guidepost for all Guidepost time charges, fees, costs, reasonable attorney's fees and disbursements that may be incurred or generated by Guidepost or that may arise out of or relate to any effort that Guidepost may undertake in response to any effort or judicial process or pursuant to any direction from you as provided above in paragraphs 3.1 and/or 5.1.

5.3 Client agrees to indemnify Guidepost for any actions, judgments, or claims against Guidepost arising out of the Engagement, including but not limited to reimbursement for all Guidepost time charges, fees, costs, reasonable attorney's fees and disbursements and defense or other costs associated with any such actions, judgments, or claims, unless and until it were to be finally adjudicated that Guidepost's actions were negligent, tortious, or beyond the scope of the Engagement.



### Guidepost Liability

6.1 In no event shall Guidepost be liable to you or the Client for any claims for incidental, special, indirect, or consequential damages of any nature connected with or resulting from Guidepost's performance of the Engagement under this Agreement and Client waives any and all right it may have to hold Guidepost liable for any such damages.

### Fees

7.1 Unless you request otherwise in writing, Guidepost shall bill you monthly and Guidepost's bills shall include a description of the tasks performed and time worked by each person working on the Assignment, as well as a statement of the total amount of out-of-pocket expenses and disbursements incurred with subtotals by category. Guidepost's bills will be sent to your attention at the above address.

7.2 Our professional rates for the services to be performed under this Engagement range from \$125 to ~~\$725~~ per hour, depending upon the level of personnel utilized. We will bill you a separate charge for any actual out of pocket costs, such as travel expenses and other disbursements. In addition, we a separate charge for any actual out of pocket costs, travel expenses and other disbursements such as database research charges. Other charges that are generated as part of the internal services that we utilize in our office will be allocated in a way to fairly reflect your usage of and benefit from those services. Fees for the forensic collection of digital information and the review of such information will depend on the personnel utilized to accomplish the same and will be agreed with you in advance of so proceeding.

7.3 Our professional services to be performed under this Agreement and any matters related thereto, including billing for subcontractor services, will be billed to the City at a discount from our current rates, depending upon the level of personnel utilized and will range from \$90.00 to ~~\$652.50~~ per hour:

Title

Senior Managing Directors and Managing Directors  
Investigators, Project Managers/Investigators/  
Consultants/Researchers

Staff/Assistants

#### Discounted Hourly Rate

\$405 to ~~\$652.50~~

\$270 to \$360 \$300 MAX

*Absent City Consent to  
Higher Hourly Rate*

\$90/\$70.00

7.4 Guidepost will waive its standard 5% administrative overhead cost on the amount of its professional fees. In the event that it is determined that sales tax is chargeable in connection with Guidepost's services, sales tax will also be billed to the City. In addition, should Guidepost be required to retain counsel and/or other experts in connection with matters related to the



performance of the Agreement, including the defense of any claims related to the performance of Guidepost's services under the Agreement and/or the response to any subpoenas or requests for information related to the performance of Guidepost's services under the Agreement, the reasonable fees of such counsel and experts shall be billed to and paid by the City. Guidepost will notify the City prior to the retention of any counsel and/or other experts in connection with matters related to the performance of the Agreement.

7.5 Unless you request otherwise in writing, Guidepost shall bill the City monthly and Guidepost's bills will include a description of the tasks performed and time worked by each person working on the Engagement, as well as a statement of the total amount of out-of-pocket expenses and disbursements incurred with subtotals by category. Guidepost's bills will be sent to your attention at the above address. Payment of our monthly invoice shall be made within 30 days after request of each such monthly invoice.

7.6 Guidepost acknowledges and agrees that although it is being retained by JDV, the City is the Client under the Engagement, and the City shall be solely responsible for all fees, charges, costs, interest, expenses and indemnification liabilities incurred or due hereunder, including without limitation those incurred or due under sections 3.1, 5.2 and 7 in its entirety. Guidepost will look solely to the City for payment of all such fees, charges, costs, interest, expenses and indemnification obligations hereunder, and hereby releases JDV of any liability therefor.

7.7 Alan Katz shall will be the principal client contact in this matter, assisted by Glenn Rosen and others required. While Joseph Jaffe will initially help organize the assignment, neither he nor other Guidepost personnel assignment to the City of Bridgeport Independent Review, pursuant to the letter of February 12, 2019, will be privy to any of the information gathered pursuant to this assignment, without specific authorization from you. Once we have identified the sources of the digital information to be gathered and reviewed we will determine the budget for forensic collection and review.

#### **Conflict of Interest**

8.1 You agree that the Engagement and any assignments performed thereunder to assist you and the City pertain to a discrete matter, and that our undertaking any assignment pursuant to this Agreement would not provide a basis for precluding our future services for clients adverse to the City on matters that are not substantially related to the matter Guidepost is handling as part of this Engagement to assist you and the City. You have advised us that neither you, the City, nor either the Office of the US Attorney for the Southern District of New York or for the District of Connecticut have any objection or find any conflict in our proceeding with this assignment, given our previous engagement by the City.

8.2 Except as set forth in paragraph 8.1, Guidepost is not aware at this time of any conflict of interest that would preclude Guidepost from providing services to the Client in this Engagement. Should Guidepost become aware, however, of any such conflict, upon reasonable



notice to you, Guidepost may withdraw from and terminate the Engagement at that time. In that event, Client agrees to pay and/or reimburse Guidepost for all fees, out-of-pocket expenses, disbursements, and applicable taxes accrued or incurred as of the date of such withdrawal, including but not limited to all fees, out-of-pocket expenses, disbursements, and applicable taxes associated with the transition, if any, from Guidepost to a replacement provider of the same or similar services provided by Guidepost as part of this Engagement.

### **Termination**

9.1 The agreements, terms, and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the Engagement.

9.2 Either party may terminate the Engagement upon (30) thirty days written notice to the other. If the Engagement is terminated, Client agrees to pay and reimburse Guidepost pursuant to the terms set forth in this Agreement for all fees, costs, and disbursements accrued or incurred as of the effective date of the termination.

9.3 Pursuant to its Records Management Policy ("RMP"), at the conclusion of the Engagement, Guidepost will notify you that the Engagement is closed, and that it will return to you any material provided by you, or if you do not respond to our inquiry, we will, after thirty (30) days, or if you so direct, destroy such material. Materials which we are required to maintain, according to the RMP, will be electronically or physically maintained for the required period, after which they too will be destroyed.

### **Jurisdiction and Applicable Law**

10.1 The parties consent to the jurisdiction of the federal, state, and local courts in or for the County of Fairfield, State of Connecticut.

10.2 The interpretation and application of the terms of this Agreement shall be governed and construed according to the laws of the State of Connecticut as specified in the previous paragraph, excluding (to the greatest extent a court of such state would permit) any rule of law that would cause application of the laws of any jurisdiction other than the law of the state so specified.

### **No Waiver**

12.1 Either party's failure to put into effect, exercise, or enforce (in a timely manner or otherwise) any term, condition, or provision of this Agreement shall not be deemed to be a waiver of such term, condition, or provision, or of Guidepost's right to enforce it.

### **Signings and Headings**

13.1 Should any part of this Agreement be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized



governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof.

13.2 Section headings are for convenience only and are not part of the Agreement.

**Modification of Agreement and Notice**

14.1 There have been no representations, inducements, promises, or agreements of any kind that have been made by either party or by any person acting on behalf of either party that are not embodied within this Agreement. This Agreement may not be changed or altered except in writing duly executed by a duly authorized agent of all parties hereto.

14.2 Notices and communications directed to Guidepost shall be sent to the undersigned at the address shown above. Notices and communications directed to you or to the City shall be sent to the addressee of this Agreement.

**Effective Date**

15.1 The Engagement and the terms of this Agreement shall be deemed to be effective as of July 31, 2019.

**Execution of the Agreement and Signatures**

16.1 The Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement and each of which shall be an original. This Agreement shall be binding on all parties and their respective heirs, successors, and assigns.

Please execute and return this letter of engagement at your first opportunity. We look forward to working with you toward a successful completion of the Engagement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaffe'.

Joseph Jaffe  
Chief Compliance Officer and  
Deputy General Counsel



This Agreement of seven (7) pages including this signature page has been reviewed and is Agreed and Accepted:

Law Offices of James R. DeVita, PLLC

By: James R. DeVita  
James R. DeVita, Esq.

As of Aug 1, 2019  
Date

City of Bridgeport, Connecticut

By: [Signature]  
Name  
Deputy City Atty.  
Title

9/17/19  
Date