



Tamsin Kaplan

P: 617.589.3892 | F: 617.523.6215  
tkaplan@davismalm.com

March 5, 2021

**VIA ELECTRONIC MAIL**

Henry C. Luthin  
Corporation Counsel  
City of Boston Law Department  
One City Hall Plaza, Room 615  
Boston, MA 02201

Re: Amendment to Engagement of Independent Investigator

Dear Attorney Luthin:

This letter will amend the Engagement letter between the City of Boston and Davis, Malm & D'Agostine, P.C. dated February 10, 2021 and executed by predecessor Corporation Counsel on behalf of the City of Boston on February 12, 2021, (the "Engagement Letter").

To proceed in this Matter, the Firm must obtain certain background information which shall be gathered and provided by a third party, American Investigative Services, Inc. ("AIS") and its subcontractors. Accordingly, you hereby authorize Tamsin R. Kaplan to act as an agent of the City of Boston for the purpose of facilitating background searches and obtaining the results of such background searches and related services from AIS as she deems necessary for purposes of this Matter. Further, you hereby designate Tamsin R. Kaplan to act as agent for the City of Boston exclusively for purposes of authorizing such background searches, obtaining the resulting information and procuring the services of AIS and its subcontractors in connection with this Matter.

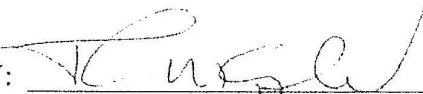
It is also agreed that all fees and costs associated with any background searches and related services provided by AIS and its subcontractors will be billed to the Firm by AIS, and that such fees and costs will be charged to the City of Boston as expenses included in monthly invoices from the Firm, to be paid in full by the City of Boston as required by the Engagement Letter.



Henry C. Luthin, Esq.  
Corporation Counsel  
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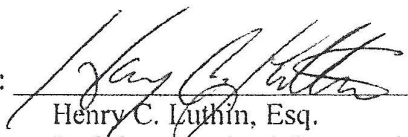
Very truly yours,

DAVIS, MALM & D'AGOSTINE, P.C.

BY:   
\_\_\_\_\_  
Tamsin Kaplan, Shareholder

AGREED TO AND ACCEPTED AS OF THE 8<sup>th</sup> DAY OF MARCH 2021.

CITY OF BOSTON

By:   
\_\_\_\_\_  
Henry C. Luthin, Esq.  
Its duly authorized Corporation Counsel

TRK:tec  
cc: Executive Director



Tamsin Kaplan

P: 617.589.3892 | F: 617.523.6215  
tkaplan@davismalm.com

February 19, 2021

**VIA ELECTRONIC MAIL**

Eugene O'Flaherty  
Corporation Counsel  
City of Boston Law Department  
One City Hall Plaza, Room 615  
Boston, MA 02201

Re: Amendment to Engagement of Independent Investigator

Dear Attorney O'Flaherty:

This letter will amend the Engagement letter between the City of Boston and Davis, Malm & D'Agostine, P.C. dated February 10, 2021 and executed by you on February 12, 2021, (the "Engagement Letter").

To proceed in this Matter, the Firm must obtain certain background information which shall be gathered and provided by a third party, Creative Services, Inc. ("CSI") and its subcontractors. Accordingly, you hereby authorize Tamsin R. Kaplan to act as an agent of the City of Boston for the purpose of facilitating background searches and obtaining the results of such background searches and related services from CSI as she deems necessary for purposes of this Matter. Further, you hereby designate Tamsin R. Kaplan to act as agent for the City of Boston exclusively for purposes of authorizing such background searches, obtaining the resulting information and procuring the services of CSI and its subcontractors in connection with this Matter.


It is also agreed that all fees and costs associated with any background searches and related services provided by CSI and its subcontractors will be billed to the Firm by CSI, and that such fees and costs will be charged to City of Boston as expenses included in monthly invoices from the Firm, to be paid in full by the City of Boston as required by the Engagement Letter.



Eugene O'Flaherty  
Corporation Counsel  
February 19, 2021  
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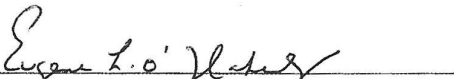
Very truly yours,

DAVIS, MALM & D'AGOSTINE, P.C.

BY:   
Tamsin Kaplan, Shareholder

AGREED TO AND ACCEPTED AS OF THE \_\_\_ DAY OF ~~FEBRUARY~~ <sup>MARCH</sup> 2021.

CITY OF BOSTON

By:   
Eugene O'Flaherty, Esq.  
Its duly authorized Corporation Counsel

TRK:tec  
cc: Executive Director



Tamsin Kaplan

P: 617.589.3892 | F: 617.523.6215  
tkaplan@davismalm.com

February 10, 2021

**VIA ELECTRONIC MAIL**

Eugene O'Flaherty  
Corporation Counsel  
City of Boston Law Department  
One City Hall Plaza, Room 615  
Boston, MA 02201

Re: Engagement as Independent Investigator

Dear Attorney O'Flaherty:

We are pleased that the City of Boston ("you" or the "Client") has selected Tamsin R. Kaplan of Davis, Malm & D'Agostine, P.C. (the "Firm") to serve as independent investigator in the matter of Boston Police Commissioner Dennis White (the "Matter"). The scope of the investigation shall be past allegations of domestic abuse against Commissioner White and related issues, including but not limited to Internal Affairs investigations, procedures and findings, based on available documentation and additional fact-finding as appropriate.

At the outset of a new Matter, we believe it is important to set forth the terms and conditions that will apply to the Firm's provision of services in this Matter.

1. **Scope of Services.** You have asked us to provide services in connection with the Matter. Our provision of services under this Agreement is limited to the Matter and any provision of services in other matters are or will be the subject of separate written engagement agreement(s) between you and the Firm. This engagement will begin on the date upon which the Firm begins to render services in the Matter, even if such date is prior to either the date of this letter or the date on which you countersign this letter, and will end when we have completed our work on the Matter or when either of us informs the other that the provision of services has ended.

2. **Conflict of Interest.** The Firm represents that it has made an independent judgment that its representation of the City of Boston in other matters will not adversely affect its provision of services in the Matter and that provision of services in the Matter will not adversely affect its representation of the City of Boston in other matters. In compliance with the Massachusetts Rules of Professional Conduct, you are requested to consent and acknowledge on behalf of the



Eugene O'Flaherty  
Corporation Counsel  
February 10, 2021  
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City of Boston that you have been adequately informed of possible conflicts of interest related to the Matter and that you have been advised that you may seek counsel outside of the Firm with respect to such possible conflicts of interest. Your signature below will evidence your waiver of any conflict of interest that may exist in connection with the Matter and representation of the City of Boston by the Firm in other matters.

3. Staffing. Tamsin R. Kaplan will be the attorney primarily responsible for the engagement. From time to time, she may delegate certain tasks to other attorneys or paralegals in the Firm to the extent that the delegation is appropriate or consult with other attorneys at the Firm having areas of expertise relevant to the Matter. You agree that she may exercise her discretion in delegating these tasks. If, during the course of the Firm's provision of services in the Matter, you have any questions about our services, staffing, billings, or other aspects of our provision of services, please contact me as soon as these come to your attention. Attorney Kaplan's direct telephone number is 617-589-3892.

From time to time, internal conferences may take place among our personnel, and more than one person may attend meetings or interviews, where appropriate to facilitate communication, improve the quality of the work or provide for the accomplishment of tasks in the most cost effective manner consistent with maintaining the quality of our services.

4. Billing and Payment. The Firm will bill you for professional services primarily on an hourly basis and giving consideration in our discretion, where appropriate, to other recognized considerations approved by the Massachusetts Supreme Judicial Court with respect to the determination of fees for legal services. Our standard hourly rates for 2021 range as follows: for partners, \$400.00 to \$790.00; for associates, \$300.00 to \$495.00; and for paralegals, \$230.00. For purposes of the Matter, the hourly billing rate of Attorney Kaplan will be reduced from her current standard rate of \$510.00 to \$450.00. We reassess our hourly rate schedule from time to time, and adjustments are made when we believe such adjustments are appropriate, generally as of January 1st of each year. Such adjustments will be reflected in the billing rates utilized to determine our charges to you from time to time during the course of our engagement.

In addition to our hourly professional rates, the Firm will charge separately for certain costs incurred in the provision of services, as well as for any disbursements to third parties we make on your behalf. Such costs and disbursements generally include, but are not limited to, the following: filing and recording fees; travel expenses; long distance telephone charges; photocopies; support staff overtime; special stenographic charges; deposition transcripts and reporter's charges; computer-assisted research; overnight delivery services; messenger services;



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Corporation Counsel  
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expert witnesses and consultant fees; postage; and other charges necessitated by the circumstances of the engagement. For major disbursements to third parties, invoices may be directly sent to you for payment.

We generally send invoices monthly for services performed and costs incurred. Payment in full is due upon receipt of an invoice. Such invoices will reflect the work done, the attorney or paralegal who has performed it and the time expended and will account by category and amount for costs or expenses. In the event that a portion of our fees are paid by a third party, such as an insurer, you will remain responsible for paying the difference, if any, between the amount of our invoice and the amount paid by the third party.

In the event that any invoice of the Firm is not paid within thirty (30) days of its date, the Firm will have the right, at its option and subject to any requirements to obtain leave of court and of professional responsibility, to terminate provision of services of the Client and to withdraw its appearance in any pending matter in which it is the Client's counsel of record. Your agreement to the terms of this letter constitutes express agreement by the Client to the terms of this paragraph, including agreement to the Firm's withdrawal under such circumstances.

Sometimes our clients ask us to provide them with estimates of what the total legal fees will be. This is very difficult to do since unforeseen circumstances often arise which can affect the amount of time and effort we must devote to your case. For this reason, we are reluctant to provide such estimates, but should we do so in your case, please be aware that the Firm is not bound by such estimate, and it by no means represents a cap on the amount of the Firm's fees.

5. Retainer. It is the Firm's policy to charge a retainer. Retainers do not represent an estimate of the total amount likely to be charged in the Matter. No retainer will be required at this time. However, we reserve the right to require a retainer in the future. Should a retainer be required at any time, such retainer will be applied to the payment of each invoice. You agree that you shall promptly replenish the retainer to its original amount or to a different amount as requested by the Firm from time to time. The Firm does not segregate retainers received from clients and neither earns nor pays any interest with respect to them. Any amount of the retainer not applied to payment of the Firm's invoices will be refunded to the Client at the conclusion of our provision of services.

6. Your Obligations. You agree to (1) cooperate with Attorney Kaplan for purposes of the Matter and promptly to provide accurate information and all documents known or available to you relevant to the Matter and (2) comply with your obligations under the terms of this



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Corporation Counsel  
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engagement letter. In the event the Firm has to enforce its right to payment, you agree to pay all of the Firm's costs of collection, including court costs and reasonable attorneys' fees.

7. No Guaranties. You acknowledge that we have advised you that the outcome of the Matter is necessarily uncertain and that neither the Firm nor Attorney Kaplan has made any representation, guaranty or assurance with respect to the outcome or result of the Matter.

8. Records Retention. The Firm will maintain necessary documents relating to the Matter, such as correspondence, billing and investigation documentation. Investigation documentation will be retained by the Firm in a segregated and secure manner. All documents in the Matter are Firm records and will be retained subject to the Firm's records retention policies at the conclusion of the Matter. Copies of such documents will be furnished to you, upon your request and at your expense. Under the Firm's policies, email and other electronic documents are subject to periodic deletion and disposal. Investigation documentation will be retained for at least six years.

9. Dispute Resolution. If we have a dispute arising out of or relating to this Agreement, we agree to submit the dispute for arbitration before the Massachusetts Bar Association ("MBA") Fee Arbitration Board (the "Board"). This is a free service provided by the MBA. The award of the Board shall be binding and conclusive on all parties and may be enforced by a court of law. If the Board declines to resolve the dispute for any reason, then we agree to submit the dispute for arbitration before the Boston office of JAMS (Judicial Arbitration and Mediation Service). The award of the JAMS arbitrator shall be binding and conclusive on all parties and may be enforced in a court of law. We will share the arbitration fees with you equally, and the arbitrator shall have the discretion to make an award of reasonable attorney's fees so as to do substantial justice.

10. Discharge by the Client. You may discharge the Firm at any time by sending a written notice to Attorney Kaplan, in which event the Firm shall be paid in full for its professional services and costs or expenses through the date of our actual receipt of your notice of discharge.

11. Withdrawal by the Firm. If you breach any of the terms of this agreement, or for any other reason permitted by the Code of Professional Responsibility, the Rules of Court, or the laws of the Commonwealth of Massachusetts, the Firm may terminate its provision of services. In that event, the Firm will notify you in writing of its intention and the Firm shall be paid in full for its professional services and costs or expenses through the date of its actual withdrawal from your provision of services. If the Firm terminates its provision of services, we will take such





Eugene O'Flaherty  
Corporation Counsel  
February 10, 2021  
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steps as are reasonable and practical to cooperate in the transition of the Matter to you or a successor investigator.

12. Governing Law. This agreement shall be governed by the internal laws of the Commonwealth of Massachusetts.


13. Your Understanding of this Agreement. By signing this agreement, you acknowledge that you have read and understand it, and agree that its terms are fair and reasonable. You acknowledge that you have had the opportunity to ask any questions you may have concerning the agreement. You are encouraged, if you so desire, to consult with another attorney, or anyone else, about any of the terms of this agreement before you sign it. This agreement is effective as of the date the Firm first began to render services in the Matter.

If the foregoing correctly reflects your understanding of the terms and conditions of the Firm's provision of services, please so indicate by executing this letter in the space provided below and return it to Attorney Kaplan.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

DAVIS, MALM & D'AGOSTINE, P.C.

BY:   
Tamsin Kaplan, Shareholder



Eugene O'Flaherty  
Corporation Counsel  
February 10, 2021  
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AGREED TO AND ACCEPTED, INCLUDING CONSENT TO AND WAIVER OF THE  
CONFLICTS OF INTEREST DESCRIBED IN PARAGRAPH 2 OF THIS AGREEMENT, AS  
OF THE 10<sup>th</sup> DAY OF FEBRUARY 2021

CITY OF BOSTON

By: Eugene O'Flaherty  
Eugene O'Flaherty, Esq.  
Its duly authorized Corporation Counsel

TRK:tec  
cc: Executive Director