



June 19, 2018

Via email: caleb.alexander@monumentanalytics.com

Ian Crosby
Susman Godfrey, L.L.P.
1201 Third Ave, Suite 3800
Seattle, WA 98101

Re: Mayor & City Council of Baltimore v. Purdue Pharma L.P., et al., Case No. C-24-CV-18-000515

Dear Mr. Crosby,

I am pleased to provide this proposal describing how Monument Analytics, Inc. ("**Monument**") can assist Susman Godfrey L.L.P. on behalf of the Mayor and City Council of Baltimore ("**Client**" or "**you**") with privileged consultation, analysis and expert testimony in connection with the opioid litigation and to perform such other tasks as may be identified during the course of this engagement. It is anticipated that G. Caleb Alexander will be providing the expert witness testimony, and Dr. Alexander and certain of his colleagues will be providing the consultation and analysis. This engagement letter agreement ("**Engagement Letter**") sets forth certain understandings with respect to Monument's provision of services to you. We appreciate the opportunity to work with you and look forward to collaborating with your team on this project.

Project Responsibility and Cost

Dr. Alexander will assume overall responsibility for this assignment and will be joined by other Monument professionals as necessary. The scope of work covered by this Engagement Letter, as well as details on associated costs and expenses, are set forth in Attachment 1, which is hereby incorporated into this Engagement Letter.

In connection with assignments of the nature covered by this Engagement Letter, it is our practice to include certain terms and conditions relating to confidentiality, indemnification, limitation of liability and related issues. By countersigning this Engagement Letter, you agree to the General Contract Terms Attachment 2 hereto, which are hereby incorporated into this Engagement Letter.

Next Steps

We would be honored to assist you with this assignment. If the arrangement described above is acceptable to you, please sign a duplicate copy as indicated below and return it to me. Your countersignature on this proposal will serve as our agreement to the terms of this Engagement Letter. Please do not hesitate to contact me at 773-396-4852 if you have any questions.

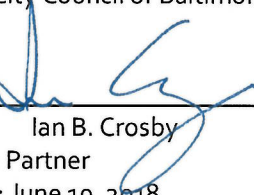
Yours sincerely,

Monument Analytics, Inc.

By:  Alexander 6/20/18
G. Caleb Alexander, M.D., M.S.

Accepted for:

Susman Godfrey L.L.P. on behalf of Mayor
and City Council of Baltimore

By: 
Ian B. Crosby
Title: Partner
Date: June 19, 2018

Attachment 1
Engagement Scope, Fees and Related Matters

1. Monument shall provide privileged consultation, analysis and expert testimony in connection with the opioid litigation and perform such other tasks as may be identified during the course of this engagement. It is anticipated that G. Caleb Alexander will be providing the expert witness testimony, and Dr. Alexander and certain of his colleagues will be providing the consultation and analysis.
2. Except for in cases where it is agreed upon otherwise, in consideration of Monument agreeing to provide the services of Dr. Alexander serve as consultant/expert to Client, Monument shall be reimbursed for all of Dr. Alexander's time spent on the case, including preparation and portal-to-portal local travel, at a rate of \$700 per hour plus expenses and \$700 per hour for testimony and out-of-state travel (see Paragraph 4 below). No charge will be made for a cancellation of reserved time with at least 72 hours advance notice, except as provided in Paragraph 4 below. Rescheduling is at mutual convenience. If Client cancels an appointment other than one subject to Paragraph 4 below with less than 72 hours' notice, or fails to appear for a scheduled appointment, Client will be charged in full for time reserved or, if a specific amount of time has not been reserved, for two hours. Annually on a calendar year basis, the rates will be reviewed and adjusted in keeping with the most current rate Monument charges for Dr. Alexander's services; however, Monument shall provide Client prior written notice of any rate adjustments before they are applied to services provided hereunder.
3. In some cases, reimbursement for specific tasks may take place at a fixed rather than hourly fee based upon the mutual agreement of Monument and the Client.
4. For depositions, trial testimony, and out-of-state travel, Monument shall charge a minimum of 10 hours (\$7,000) for a full day and 5 hours (\$3,500) for a half day (which amounts include testimony, travel, and breaks) plus all expenses, including travel and lodging if needed. Before testimony or out-of-state travel is undertaken, and as a condition for its being undertaken, a retainer specific to the testimony or out-of-state travel is expected three business days in advance; any existing balance shall also have been paid three business days before departure. Since scheduling a half-day, full day, or multiple days of testimony or out-of-state travel entails considerable rearrangement of Dr. Alexander's schedule, Monument shall be paid in full for up to 5 full days of time set aside in Dr. Alexander's schedule in the event that scheduled testimony or out-of-state travel is cancelled with less than two weeks' notice. In the event that such cancellation results from an order of a court, and such testimony or out-of-state travel is rescheduled, such cancellation payment shall be applied as a credit to such rescheduled testimony or travel.
5. Monument will charge only for assignments or meetings that Client asks Monument to undertake, will discuss in advance with Client the anticipated amount of time to be devoted to a project, and will notify Client before working substantially beyond that time.
6. Payment to Monument in a timely manner is the sole responsibility of the retaining law firm or insurer, irrespective of case outcome or defaulted appearances. Overdue invoices may accrue interest at 6% p.a., prorated, beginning sixty days following receipt of an invoice that Client does not dispute pursuant to paragraph 7, below. Failure to comply may void this Engagement Letter, leaving the retaining law firm or insurer individually liable for any unpaid balance. This Engagement Letter may be terminated by either party upon notice, and such termination shall not relieve Client of any assumed or implied obligations under this Engagement Letter, including payment of any balance due or accrued.

7. In the event Client disputes any of the fees or expenses on a specific invoice, Client shall notify Monument within thirty (30) days of receipt of the invoice of such a dispute. If Client fails to notify Monument within the thirty (30) day period, Client shall have waived its right to dispute such invoice.
8. A replenishable retainer of \$10,000 is required before commencement of work on the case, as an advance against which initial expenses are billed. The Client will promptly replenish the retainer back to \$10,000 (or such other amount agreed between the parties) in connection with the payment of each invoice.
9. Where documents or other materials needed for an assignment, evaluation, or testimony is in the custody of the law firm, it is the law firm's responsibility to provided such documents or materials, as discovery rules permit. For out-of-state evaluation or testimony the retaining attorney shall ensure in advance that any licensing problems or conflicts about expert function in that state have been addressed. The retaining attorney understands that Dr. Alexander's forensic work on the case is not the practice of medicine.
10. Nothing in this Engagement Letter or in any representations or communications by Monument or Dr. Alexander are to be construed as a guarantee, promise or warranty about the outcome or results of this matter.
11. Dr. Alexander has expressed his strong interest in ensuring that discoverable documents from litigation, as with tobacco, are unsealed so that such documents may become part of the public record so as to inform public health and clinical practice. However, Dr. Alexander and Monument understand that any decision regarding whether or not to pursue the unsealing of documents is at the sole discretion of Client's own clients.

Attachment 2
General Contract Terms

Confidentiality

The parties agree that each party the Engagement Letter (the "**Receiving Party**"), upon receiving any Confidential Information of the other party to the Engagement Letter (the "**Disclosing Party**") hereunder, shall keep such Confidential Information confidential and shall not publish or otherwise disclose or use such Confidential Information for any purpose other than in connection with the project described in the Engagement Letter, which exception includes, but is not limited to, disclosure in conducting investigation, litigation and/or settlement activities on behalf of Client's clients in the opioid litigation and/or as directed by a court. This restriction shall not apply to Confidential Information that the Receiving Party can establish:

(a) was already known by the Receiving Party (other than under an obligation of confidentiality) at the time of disclosure by the Disclosing Party;

(b) was available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(c) became available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party, other than through any act or omission of a party in breach of this confidentiality obligation or, to the knowledge of the Receiving Party, a breach by a third party of a confidentiality obligation;

(d) was disclosed to the Receiving Party by a third party who, to the knowledge of the Receiving Party, had no obligation to the Disclosing Party not to disclose such information to others; or

(e) was independently discovered or developed by or on behalf of the Receiving Party without the use of the Confidential Information.

When used herein "**Confidential Information**" means any non-public proprietary data, results, trade secrets, work product, working papers or analyses or other technical, financial or business information.

The Parties acknowledge the definition and/or treatment of Confidential Information may be governed by confidentiality agreements or protective orders applicable to such Information. In such instances, the confidentiality agreement or protective order will control and override any conflicting provisions in this Contract.

Conflicts of Interest

Dr. Alexander and Monument confirm that they have not taken any other engagement that they reasonably expect will present a material conflict of interest with respect to the issues currently anticipated to be addressed by them in connection with this engagement; however, nothing shall limit Monument or Dr. Alexander from exercising their professional and independent judgment in connection with any of their engagements. Prior to accepting any future engagements related to the subject matter of this engagement, Dr. Alexander will notify the Client so that the Client may determine whether it presents any conflict of interest.

Certain Information

Notwithstanding Monument's deliveries of work product to Client under the Engagement Letter, Client agrees that Monument shall not be restricted on its use of, and does not assign to Client or its affiliates, (i) its general industry knowledge and (ii) information, benchmarking, data/presentation templates, frameworks, Excel models, algorithms, processes, calculations, source code, object code and other intellectual property that were used by Monument to prepare its work product for Client or are incorporated into such work product.

Any advice given or report issued by Monument is provided solely for Client's use and benefit and only in connection with the purpose in respect of which the services are provided by Monument. Unless required by law and except for Dr. Alexander's testimony and his/Monument's work product disclosed in the context of this engagement, Client shall not provide any advice given or report issued by Monument to any third party, without Monument's prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by Monument. In no event shall Monument assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

While Monument's work may include an analysis of health, financial and accounting data, the services provided by Monument will not include an audit, compilation or review of any kind of any underlying health data or financial statements or components thereof. Client will be responsible for the accuracy of any and all health and financial information they provide to Monument during the course of this Engagement, and Monument will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause Monument's advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, Monument will not express any opinion or other form of assurance on the health data or financial statements provided by Client.

In the event the services provided by Monument hereunder involve prospective financial information, Monument's work will not constitute an examination or compilation, or apply procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and Monument will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Indemnification and Limitation on Liability

Client and its successors and assigns (collectively, the "Indemnifying Persons") shall jointly and severally indemnify and hold harmless Monument, its directors, officers, shareholders, agents, representatives, employees and any affiliate (collectively, the "Indemnified Persons") from and against any and all claims, liabilities, losses, reasonable out-of-pocket expenses and damages (and any actions, mediations, arbitrations, and administration, regulatory or other proceedings, inquiry or investigation in respect thereof) (each a "Loss" and collectively, the "Losses"), incurred by an Indemnified Person and related to or arising in any manner from, or based upon the engagement of Monument pursuant to the Engagement Letter, and Client agrees that no Indemnified Person shall have any liability to Client or its owners, parents, affiliates, security holders or creditors for any losses that arise out of such engagement. Notwithstanding the foregoing, Client shall not be responsible for any Loss to the extent the same is determined in a judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith, or willful misconduct of the Indemnified Person. Client's obligations hereunder shall be in addition to any rights that any

Indemnified Person may have at common law or otherwise. Client shall also promptly reimburse any Indemnified Person for all reasonable out-of-pocket expenses, including, without limitation, any reasonable legal and other reasonable fees or expenses (the "Expenses"), as incurred in connection with or relating to investigating, preparing to defend or defending any pending or threatened actions, claims or other proceedings (including any administrative or other investigation or inquiry) related to or arising out of the engagement of Monument pursuant to the Engagement Letter (whether or not such Indemnified Person is a named party in such proceeding), provided that such Indemnified Person has provided a written undertaking to Client to repay any such Expenses if it is ultimately determined not to have been entitled to indemnification therefor. If so requested by Monument, Client shall assume the defense of any such Loss, including the employment of counsel reasonably satisfactory to Monument. Alternatively, Monument shall have the right to retain counsel of its own choice reasonably satisfactory to Client, and Client shall pay the reasonable expenses of such counsel.

Without Monument's prior written consent, Client shall not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought hereunder (whether or not Monument or any other Indemnified Person is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action or proceeding.

If any of Monument's past, present or future directors, officers, shareholders, members, agents, representatives, employees and affiliates is requested or required to appear as a witness in connection with any action, claim or proceeding related to or arising out of or the services performed by Monument pursuant to the Engagement Letter, Client shall reimburse Monument for Expenses incurred by them in connection with any such individuals appearing and preparing to appear as a witness, including, without limitation, the reasonable fees and disbursements of their legal counsel. Client shall compensate Monument in an amount to be mutually agreed upon per person per day for each day that such personnel is involved in preparation, discovery proceedings or testimony pertaining to such action, claim or proceeding.

Monument shall not be liable to Client under this Engagement Letter for any special, indirect or consequential loss or damage of any kind whatsoever and howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (except to the extent awarded to a third party by a court of competent jurisdiction), whether or not such loss or damage is foreseeable, foreseen or known and whether or not either party has been advised of or is aware that such damages may be incurred. No Indemnified Person shall have any liability to Client or any person or entity asserting claims on behalf of or in right of Client in connection with or arising out of the matters contemplated by the Engagement Letter, except to the extent that any losses, claims, damages, liabilities or expenses incurred by Client result from (i) the gross negligence, bad faith, or willful misconduct by Monument in performing the services that are the subject of the Engagement Letter or (ii) Monument's breach of the Engagement Letter.

To the maximum extent permitted by applicable law, in no event will Monument's aggregate liability arising from or relating to the Engagement Letter (regardless of the form of action or claim, whether in contract, tort and/or otherwise) exceed the total amounts paid to Monument by Client under this Engagement Letter. The indemnity and reimbursement obligations of Client and the limitation on liability set forth herein shall be binding upon and inure to the benefit of successors, assigns, heirs and personal representatives of Client and any Indemnified Person.

Certain Representations

Monument agrees to provide services under the Engagement Letter in a workmanlike manner in accordance with the terms and conditions of the Engagement Letter. Monument makes no other representation or warranty with respect to its services or work product.

Survival

The provisions of this Attachment 2 shall apply to Monument's engagement by Client as described in the Engagement Letter (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect, notwithstanding (i) any investigation made by or on behalf of any Indemnified Person, or (ii) any amendment, termination, completion or expiration of the Engagement Letter or Monument's engagement by Client.

Engagement for the Benefit of Client

Monument is being retained to act as an independent contractor to serve as an advisor solely to Client and the government entities that have retained Client, and it is agreed that the engagement of Monument is not, and shall not be deemed to be, on behalf of, and is not intended to, and will not, confer rights or benefits upon, or create duties of Monument to, any shareholder or creditor of Client or any third party.

Amendments

The terms of this Attachment 2 may not be amended or otherwise modified except by an instrument signed by both Client and Monument. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision of this Engagement Letter, which shall remain in full force and effect.

Entire Agreement

The Engagement Letter, including all of its exhibits, attachments and schedules, represents the entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the engagement contemplated hereunder. The Engagement Agreement may be modified only with a written instrument duly executed by both of the parties.

Governing Law

The Engagement Letter, including all of its exhibits, attachments and schedules, shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Maryland. The parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction located in the State of Maryland to resolve any dispute relating to this Engagement Letter and waive any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue.