Ex. 17

Ex 6. to the Declaration of Eugene T. D'Ablemont (docket entry no. 60), dated May 18, 2011

KELLEY DRYE & WARREN LLP

MEMORANDUM

OK MBS 4/4/00

TO:	John M. Callagy Merrill B. Stone
FROM:	Gene D'Ablemont
DATE:	March 10, 2000
RE:	Life Partner Arrangements

I have your Confidential Memorandum, dated February 22, 2000. I ask that you reconsider your capping my client development allowance at $10,000 for the year 2000.

As you know, I have consistently brought into the Firm each year over $2 million in collections (including last year). As a partner and then partner-in-transition, this has merited me each year a client development allowance of $20,000. I ask that my client development allowance again be set at $20,000 for this year, for the following reasons:

As you saw from my March 6 Memorandum to Tom Carty transferring my billing credits to other partners, I have over 30 clients who produce the $2 million in collections, some more so than others, but all to some not insignificant extent depending on the particular year (and activity) in question. The good news is that a large number of clients protects against any significant downturn in total collections in a year. The bad news is that each of these clients requires some use of my client development allowance monies. I principally entertain these clients at the Westchester Country Club, The Metropolitan Club, or The Club at Seabrook Island, South Carolina. Since my wife no longer plays golf and my children have flown the coop, I use these Clubs primarily, if not almost exclusively, for client development purposes. Dues this year for the Westchester Country Club are $6,800, for The Metropolitan Club they are $1,900, and for the Club at Seabrook Island they are $1,000. Thus, even before I have spent a nickel on a client,

I have spent $6,800 in client development monies and $2,900 in my monies to line up the Clubs to entertain the clients who have come to expect to be entertained at these Clubs.

It is important this year that I continue my efforts of the past four (4) years to transition my business to other partners and to do so in ways that will enable the transition to take hold and endure on a long term basis. In this connection, I have hosted a lunch at The Metropolitan Club with Chris Drewes and the new General Counsel of

Last Month, I hosted a breakfast with Jim Hays and the Executive Director of to allay her concern over whether Jim had the experience to take over the responsibility of negotiating the union contracts, now that Gibbons has retired. I plan to host similar breakfasts/lunches/cocktails, etc. with the appropriate partner(s) and client while I am still active to flesh out whether the client is comfortable with the transition and, if not, what we can do to make the client comfortable, including, if need be, bringing in another partner with whom the client may feel more comfortable.

We just lost all labor work for to Joel Cohen at McDermott Will because did not believe the experience level it needed was present at Kelley Drye, following the Gibbons retirement, for the ongoing labor contract negotiations, now in progress, for division. While has become a slow-paying client, in recent years we collected the following amounts from ($351,004 in 1995; $528,429 in 1996; $460,456 in 1997; $289,562 in 1998; $279,333 in 1999). There is over $400,000 in AR owing from which they have begun to pay off, with a check received this month in excess of $50,000. So, the loss of is serious business for our healthcare group. Had I been asked by Gibbons or the Firm to step into the contract negotiations, or had Gibbons been persuaded to stay active until those negotiations ended, I believe would

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still be at Kelley Drye. Its loss to Joel Cohen will have an unfortunate rippling effect among our healthcare labor clients. In recent years, we also have lost

and we may have lost the labor work we have traditionally done for , in part because of the impact of Gibbons retirement on the

As I have noted in prior memoranda, transitioning business is not simply a paper transaction. It takes effort, partners willing and able to service the client with the same degree of experience, intensity, and attention to which the client has become accustomed, and client development monies to make the client feel wanted and produce loyalty to the Firm. We have too many partners salivating to get billing credits, but who are unwilling or unable to pay the price to hold onto the client.

If $20,000 is the agreed to client development allowance in a normal year for a partner who produces $2 million in collections, then a fortiori $20,000 should be the dollar amount for me this year in my continuing efforts not only to transition more than $2 million in business, but to transition the business in ways to keep the business here on a long term basis.

You mentioned in your February 22 Confidential Memorandum that the $10,000 client development allowance you are prepared to give me "is consistent with the levels that certain other Life Partners who remained active in Firm matters have received". Quite frankly, I do not know what that means. I do know that I do not know any active Life Partners who consistently produced the amount of collections I do or who had the level of client responsibility I do or who had the realization rate I do. Indeed, certain of these other Life Partners had little or no business to transition (or to expend client development allowance monies on); others have

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seen their transitioned business dwindle or even disappear. I do not want this to happen with my clients. I worked too hard to bring them into the Firm and/or to fight to keep them at the Firm.

I submit it would be in the Firm's interests to again set my client development allowance at $20,000 for this year. Please advise.

REDACTED