

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PASHA S. ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendant.

Master File No. 09-cv-118 (VM)

This Document Relates To: All Actions

**DECLARATION OF HOWARD L. VICKERY
IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO MOTIONS TO DISMISS OF
PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.,
PRICEWATERHOUSECOOPERS LLP, AND
PRICEWATERHOUSECOOPERS INTERNATIONAL LIMITED**

Exhibit 17

ORIGINAL

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

ALLIED IRISH BANKS, p.l.c.,

Plaintiff,

v.

BANK OF AMERICA, N.A., and
CITIBANK, N.A.,

Defendants.

03 Civ. 3748 (DAB)

Declaration of Lawrence W. Keeshan

#69

I, Lawrence W. Keeshan, under penalty of perjury under the laws of the United States of America, declare as follows:

1. The facts set forth in this declaration are personally known by me to be true.
2. From July 1, 1998 until September 30, 2006, I served as the Global General Counsel of PricewaterhouseCoopers International Limited ("PwCIL").
3. During that same period, I was a principal of PricewaterhouseCoopers LLP ("PwC-US"), a Delaware limited liability partnership that operates in the United States and provides professional services using the PricewaterhouseCoopers name.
4. I have reviewed the documents being withheld from production by PwCIL. I drafted, received, and/or sent each of the documents that have been withheld in my role as Global General Counsel.

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PwCIL

5. PwCIL is a UK-registered limited liability company, the members of which are the independently-organized professional services entities that use the PricewaterhouseCoopers name. PwCIL provides no professional services to clients. Its principal role is to facilitate and coordinate certain activities of its member firms. PwCIL's activities are overseen by its Board (the "Global Board," described in ¶ 7) and managed by its Chief Executive Officer (the "Global CEO") and his Leadership Team (sometimes called the "Global Leadership Team" or "PwC Leadership Team" and described in ¶ 10). During the period I was Global General Counsel, both the Global Board and the Global Leadership Team met regularly to review the affairs of the PricewaterhouseCoopers network.
6. Among my principal responsibilities as Global General Counsel was to provide legal advice to the Global Board, the Global CEO, and the Global Leadership Team with

respect to pending or threatened legal claims against PwCIL itself or against a PwCIL member firm that could have a material effect on the PricewaterhouseCoopers network. The Global Board, Global CEO, and Global Leadership Team were responsible for assessing and addressing potential legal claims and reputational risks that threatened the network and its member firms.

The Global Board

7. During 2002 and 2003, the Global Board was comprised of various partners, principals or employees from PwCIL member firms. The Global Board members served on the PwCIL Board for fixed terms and undertook the responsibilities of company directors under UK law. With the exception of the time they spent on Board matters, the Global Board members worked principally on behalf of their respective member firms.
8. During part or all of 2002 and 2003, the following individuals served on the Global Board: Paul Baart, Colin Beggs, Jay Brodish, Raimundo Christians, Samuel DiPiazza, Robert Herz, Stephen Higgins, Alec Jones, Jan Konerding, Keith Levingston, Andrew Ratcliffe, and Walter Ricciardi.
9. The Global Board often delegated its oversight duties to various committees, including the Business Committee (which was later renamed the Risk and Operations Committee).

The Global Leadership Team

10. During 2002 and 2003, the Global Leadership Team included the Global CEO and individuals appointed by him to manage the affairs of PwCIL, as well as the Territory Senior Partners ("TSPs") of the major PwCIL member firms or regional groupings of member firms. The CEO and his management team (but not the TSPs) spent substantially all their time managing the affairs of PwCIL. They remained partners or employees in their respective member firms, and their compensation was paid through those member firms.
11. During 2002 and 2003, Samuel DiPiazza was the Global CEO. The following individuals and I were among the members of the Global Leadership Team during part or all of that time: Paul Boorman, Willem Brocker, Frank Brown, Jeanne Marie Chevremont, Kevin Dancey, Amy DiGesio, Luis Frisoni, Anthony Harrington, Alec Jones, Amyas Morse, Dennis Nally, Kieran Poynter, Ian Rickword, Arshad Uda, Paul Van Leent, Wolfgang Wagner, Gerald Ward, Rolf Windmoller, and Philip Wright.
12. The Global Leadership Team acted both directly and through a number of subordinates. Like the members of the Global Leadership Team, those subordinates remained partners or employees of their respective member firms. Some of those subordinates worked full-time on PwCIL matters, while others divided their time between work for PwCIL and work on behalf of their member firms.

13. During all or part of 2002 and 2003, the following professionals – among others – performed work on behalf of PwCIL: Paul Batchelor, Dale Baylet; Kenneth Cooke, Thomas Craren, David Crowther, Mark Demich, Vanessa Goss, John Grosvenor, Geoffrey Johnson, Michael Kelley, Richard Kilgust, Rocco Maggiotto, David Morris, Thomas O'Neill, Cyrus Pardiwala, Andrew Pinkney, John Roberts, and Richard Stevens.
14. During the relevant period, members of the Global Leadership Team from time to time established committees to assist them. The Managing Partner–Operations (Amyas Morse) was then responsible for, among other things, PwCIL's risk management, including legal issues, as well as operations issues of significance to the network as a whole. During 2002 and 2003, PwCIL's Managing Partner–Operations formed and chaired a "Global Operations Committee."
15. The Global Operations Committee was composed of operations leaders from some of the larger PwCIL member firms. The members of the Global Operations Committee advised the Managing Partner–Operations on the needs and priorities of the PricewaterhouseCoopers member firms and consulted with one another regarding their common response to shared issues. This might include information regarding risk issues, including litigation and insurance matters, as they might impact the financial position of firms.
16. In my capacity as Global General Counsel to PwCIL, I was regularly called upon to provide legal advice to each of the PwCIL bodies described in paragraphs 7 through 14 of this declaration, and on occasion, the Global Operations Committee. At times, PwCIL – through the Global Board, the Global Leadership Team, and their agents – coordinated assistance between member firms (typically in the form of one member firm's contracting with another for the provision of a service, such as legal advice).

The AIB Matter

17. PwCIL did not provide any services to Allied Irish Bank, p.l.c. ("AIB") or Allfirst Financial Inc. ("Allfirst"). Rather, they were audit clients of PricewaterhouseCoopers Ireland Ltd. and its Irish affiliates (collectively, "PwC-Ireland") and PwC-US, respectively. In February 2002, I learned that AIB and Allfirst had discovered that an Allfirst employee had engaged in a series of unauthorized trades and had fraudulently concealed hundreds of millions of dollars of trading losses.
18. After receiving notice of the Allfirst fraud, I anticipated that legal action could be brought against members of the PricewaterhouseCoopers network. While I do not have a specific recollection in this particular instance, in cases where large potential claims existed against member firms, I would generally be concerned about the possibility of a plaintiff seeking to assert a claim against the network as well, by naming PwCIL as a defendant. Potential plaintiffs included AIB, its shareholders, and regulatory and other government agencies in both the United States and Ireland. In fact, PricewaterhouseCoopers-affiliated professionals were contacted by and

cooperated with US government agencies conducting civil and criminal investigations into the Allfirst fraud. *See, e.g.*, Exhibit A, entry 18.

Legal Advice to the Global Board and Global Leadership Team

19. I provided legal advice to the Global Board and Global Leadership Team with respect to the AIB matter so that they could assess and address potential legal claims and reputational/monetary risks arising from the Allfirst fraud. These communications were intended to be kept confidential. I am not aware of any dissemination of these communications outside of the PricewaterhouseCoopers network. *See* Exhibit A, entries 8, 10, 18, 29, 30, 37, 48-49, 64.
20. PowerPoint presentations were prepared under my direction concerning legal claims facing the PricewaterhouseCoopers network. Those presentations were used in the course of providing legal analysis to the Global Board and Global Leadership Team, as well as in discussions with PricewaterhouseCoopers in-house attorneys. *See* Exhibit A, entries 57, 60, 61, 63, 65-68, 70, 72-77.
21. At the time I communicated with the Global Board and Global Leadership Team regarding AIB, I believed that the attorney-client privilege served to protect these communications from disclosure. I also believed that the documents prepared to facilitate my legal advice were protected from disclosure by the attorney-client privilege, as well as the work-product doctrine, among other things, because they revealed the mental impressions of counsel.

Legal Communications Between PwCIL and Its Member Firms

22. In my role as Global General Counsel for PwCIL, I worked with counsel to PwC-Ireland, PwC-US, and PricewaterhouseCoopers LLP (UK) ("PwC-UK") to coordinate a consistent legal strategy in response to the Allfirst fraud and to potential claims arising from that fraud. This effort was undertaken to avoid, and prepare for, the possibility of litigation. It involved confidential communications between attorneys acting for PwCIL and attorneys, partners, and principals from PwC-Ireland, PwC-US, and PwC-UK. *See* Exhibit A, entries 1-5, 9, 11-13, 16-17. The communications were made as part of a cooperative effort, and were not directed to any disciplinary or remedial actions that PwCIL might take against any member firm.
23. During the time period covering the documents in question, I believed that the communications I had with PwC-US, PwC-Ireland, and PwC-UK, relating to the AIB matter, were protected from disclosure by the attorney-client privilege and common interest doctrine. I believed that PwCIL, PwC-Ireland, and PwC-US had a common interest in preparing to defend against potential legal claims brought against PwC entities and arising out of the Allfirst fraud. I also believed that they had a common interest in seeking to ensure that any such claims would not adversely affect the PricewaterhouseCoopers brand.

Legal Summaries of the AIB Matter

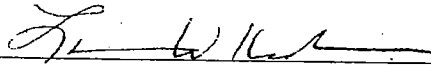
24. In order to facilitate my advice to the Global Board and Global Leadership Team with respect to major pending and potential claims facing the PricewaterhouseCoopers network, I requested that attorneys from PwCIL member firms then facing potentially material legal claims draft privileged and confidential legal summaries of those actions. These summaries also helped to facilitate a discussion among counsel to the various network firms regarding legal risks – including potential claims - then facing the network and their response to addressing those matters. Attorneys at PwC-US drafted the summary of the AIB matter. These summaries needed to be continually updated, resulting in numerous communications between myself and attorneys at the various PwCIL member firms. *See Exhibit A, entries 14, 15, 19-28, 31-36, 38-47, 52-56, 58, 59, 62.*
25. These summaries, including the AIB summary, addressed only litigation or potential litigation in which the PwC network faced potential claims that were material to the PricewaterhouseCoopers network.
26. I believed that the summaries of the AIB matter were protected from disclosure under the attorney-client privilege. These summaries were created for the purpose of facilitating my ability to advise the Global Board and Global Leadership Team with respect to the AIB matter. They reveal both the legal analysis that the PwC-US attorneys provided to their firm and the legal analysis I provided to the Global Board and Global Leadership Team. I believed that PwC-US, PwCIL, and the other member firms had a common interest in avoiding and defending against potential legal claims that could arise from the Allfirst fraud.
27. I believed that the summaries of the AIB matter are protected from disclosure under the work-product doctrine. They were prepared by PwC-US attorneys in anticipation of litigation and reveal the mental impressions, opinions, and legal theories of counsel.

Communication and Information Shared with L & F

28. The potential liability relating to the AIB matter was reported to the PricewaterhouseCoopers network's captive insurance provider, L & F. *See Exhibit A, entries 50, 51, 69.*

I, Lawrence W. Keeshan, under penalty of perjury under the laws of the United States of America, declare that the foregoing is true and correct. Executed on

24 August 2007.



Lawrence W. Keeshan