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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

-against-

KELLEY DRYE & WARREN LLP,  
Defendant.

No. 10 Civ. 655 (LTS)(MHD)

**Filed Under Seal**

**DECLARATION OF THOMAS CARTY PURSUANT TO 28 U.S.C. § 1746**

Thomas Carty declares under penalty of perjury:

1. I am the Executive Director of defendant Kelley Drye & Warren LLP (“Kelley Drye”), a position I have held since January 1998. As Executive Director, my responsibilities include overall management of the administrative staff, including implementation of all directives and instructions of the Firm’s Executive Committee and Managing Partner. Previously, I was Kelley Drye’s Director of Finance from June 1988 through December 1997. I submit this declaration in opposition to the motion of plaintiff Equal Employment Opportunity Commission (“EEOC”) for partial summary judgment in the above-captioned action.

2. In July 2008, the Kelley Drye mailroom delivered to the Accounting Department an envelope containing a check from **Redacted** addressed to Eugene D'Ablemont c/o Kelley Drye & Warren. Because the envelope appeared to contain a check, the Accounting staff followed its normal procedures, opening the envelope and removing the check and related correspondence. The normal procedure when a check made out to an individual Partner is received by the Accounting Department is to forward the check to the Partner and ask him or her to endorse it for deposit into the Firm's bank account, because payments by Firm clients for services rendered by the Firm's attorneys are the property of Kelley Drye under the Firm's Partnership Agreement, unless the Firm agrees otherwise. Consequently, the Accounting staff forwarded the check to Mr. D'Ablemont and asked him to endorse it and return it to Accounting for deposit. Mr. D'Ablemont, however, did not endorse and return the check for deposit into a Kelley Drye account.

3. I subsequently learned that Mr. D'Ablemont claims that the **Redacted** check properly belonged to him, not to Kelley Drye. Prior to these events of July 2008, I was unaware that Mr. D'Ablemont was receiving and keeping direct payments from this or any other Firm client.

4. Kelley Drye provides each of its partners with an annual client development allowance, which may be used by them to develop business from existing and prospective

clients **Redacted**

**Redacted**

**Redacted**

**Redacted**

5. As a Life Partner, Mr. D'Ablemont's annual client development allowance has neither been **Redacted**, nor based upon **Redacted**. Rather, the Firm

has repeatedly acceded to Mr. D'Ablemont's requests that his annual client development

allowance be based upon **Redacted**

**Redacted**

**Redacted**

**Redacted** As a result, Mr. D'Ablemont's client development

allowance as a Life Partner has been far in excess of, not only **Redacted**

**Redacted**, but also the amount that ordinarily would be awarded to a partner based upon

**Redacted**

**Redacted**

**Redacted**

**Redacted**

**Redacted**

**Redacted**

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and/or based upon my review of the records of Kelley Drye.

Executed on April 26, 2011

  
THOMAS CARTY