

4.1.2 First Set of Interrogatories to Seller

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD  
[plaintiff]ANNE S. MILLER AND ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL  
CORPORATION,

Defendants.

**PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT  
LARRY'S HOME OF VIRGINIA, INC.**

Plaintiffs, by counsel, propound the following interrogatories to Defendant pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, to be answered and responded to under oath within twenty-one (21) days of service.

These Interrogatories shall be deemed continuing so as to require supplementary answers if you obtain further information between the time answers are served and the time of trial.

**DEFINITIONS**

For these Interrogatories:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Larry Homes of Virginia, Inc., including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to your Response and Grounds of Defense, and served along with these Interrogatories marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by you to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Chase" refers to Defendant Chase Financial Corporation.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

K. The term "identify" when referring to a person asks for the following information:

- (1) Full name;
- (2) Present or last known residential address;
- (3) Present or last known telephone number;
- (4) Present or last known occupation, job title, employer, and employer's address.

L. The term "identify" when referring to a document asks for the following information:

- (1) Form of the document (letter, notation on card, etc.);
- (2) Title or heading of document, if any;
- (3) Date of creation of the document, and date of any alteration to the document;
- (4) Complete information to identify creator and recipient of the document;
- (5) Present location of the document and custodian of the document.

## **INTERROGATORIES**

1. Identify all of your employees who spoke with Plaintiffs regarding the transaction.

**ANSWER:**

2. To the extent you can determine, state the date, time, location, and general content of each and every conversation with Plaintiffs for each person identified in your Answer to Interrogatory Number 1.

**ANSWER:**

3. Identify all of your employees who handled any part of the transaction.

**ANSWER:**

4. To the extent you can determine, state the date, time, location and type of action for each and every action taken by each person identified in your Answer to Interrogatory Number 3.

**ANSWER:**

5. Identify all of your employees who participated in any way with the assignment to Chase regarding this transaction.

**ANSWER:**

6. To the extent you can determine, state the date, time, location, and type of action taken by each person identified in your Answer to Interrogatory Number 5.

**ANSWER:**

7. Identify all persons who participated in any way with the repairs to the Home after it was delivered to Plaintiffs.

**ANSWER:**

8. To the extent you can determine, state the date, time, location and type of action taken by each person identified in your Answer to Interrogatory Number 7.

**ANSWER:**

9. Identify each person consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

10. State whether each such person identified by you in response to Interrogatories No. 1, 3, 5, 7, and 9 has ever been convicted either of a felony, or a misdemeanor involving moral turpitude, furnishing the nature, date, and court of any such convictions.

**ANSWER:**

11. Identify each document referred to or consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

12. Identify all documents you provided to Plaintiffs as part of the transaction.

**ANSWER:**

13. Identify each person you intend to call as a witness in this action.

**ANSWER:**

14. Describe the location, type and length of training any of your employees receive regarding the preparation and assignment of credit contracts.

**ANSWER:**

15. Identify all documents you provided to Chase as part of the assignment to Chase.

**ANSWER:**

16. Identify all documents you received from Chase as part of the assignment to Chase.

**ANSWER:**

17. Identify all documents you provided to Charles Laughton as part of the transaction.

**ANSWER:**

18. Identify all documents you received from Charles Laughton as part of the transaction.

**ANSWER:**

19. Identify any insurance of any type you have that covers you for any claims made against you.

**ANSWER:**

[Attorney for Plaintiff]

#### 4.1.3 First Request for Production fo Documents to Seller

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff]ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC., and CHASE FINANCIAL  
CORPORATION

Defendants.

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT LARRY'S HOMES OF VIRGINIA, INC.**

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia, Plaintiffs, by counsel, request that Defendant produce and permit inspection and copying of the following documents at the offices of the undersigned counsel, within twenty-one (21) days after service of this request.

## DEFINITIONS

For these Requests to Produce:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Larry Homes of Virginia, Inc., including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment and served along with these Requests for Admissions.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment and served along with these Requests for Admissions.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment and served along with these Requests for Admissions.

F. The term "the second Credit Contract" refers to the original of Exhibit B to your Response and Grounds of Defense, and served along with these Requests for Production of Documents marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by you to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Chase" refers to Defendant Chase Financial Corporation.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

## REQUESTS

1. Any and all documents and things, omitting nothing therefrom, that are identified or sought to be identified in or that relate in any manner whatsoever to or are referred to in your answers to the foregoing Plaintiffs' First Interrogatories, indicating with respect to each document the Interrogatory to which it is responsive.

### RESPONSE:

2. All documents related to the transaction.

### RESPONSE:

3. All documents related to how you determined the sales tax to charge Plaintiffs.

**RESPONSE:**

4. All documents used by you to track mobile home sales and credit agreements, including any worksheets, recap sheets, charge back sheet, business manager summary, log book of transactions, compensation sheets, performance summaries, and payroll records that include any reference to any part of the transaction.

**RESPONSE:**

5. All documents used by you to determine the interest rate for the credit extended by you to Plaintiff.

**RESPONSE:**

6. All documents related to any repairs performed to the Home.

**RESPONSE:**

7. All documents showing whether the salesperson in the transaction was properly licensed at that time to sell insurance for Aegis and to sell mobile homes in Virginia, including, but not limited to, all documents related in any manner whatsoever to the licensure or lack of licensure of such salesperson.

**RESPONSE:**

8. All documents related to the title to the Home.

**RESPONSE:**

9. All documents related to your agreement with Charles Laughton, doing business as Custom Automotive Services, for him to transport the Home, including any damage summaries, repair orders, or other aspects of that agreement related to the Home. If you have a separate, or master, agreement or agreements with Charles Laughton, doing business as Custom Automotive Services, please produce that or those documents also.

**RESPONSE:**

10. All documents showing the agreement between your salesman and Aegis or between you and Aegis that state the compensation, premium, fee, or other consideration received by you or your salesman for selling insurance for Aegis.

**RESPONSE:**

11. All documents showing your agreement with Chase for Chase to purchase credit contracts from you, including any modifications to that agreement, addendums, or explanatory documents that explain the procedures to be followed when Chase is the intended assignee for a credit contract.

**RESPONSE:**

12. All documents for any training given to your employees who handled any part of the transaction regarding either the sale or the financing of mobile homes, or the assignment of credit contracts to Chase.

**RESPONSE:**

13. All documents showing any insurance policies of any type that have insured you against any risk of loss since 1997.

**RESPONSE:**

14. All documents related to your assignment of your contract to Chase.

**RESPONSE:**

[Attorney for Plaintiff]

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff]ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL  
CORPORATION,

Defendants.

**PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT  
LARRY'S HOME OF VIRGINIA, INC.**

Plaintiffs, by counsel, propound the following interrogatories to Defendant pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, to be answered and responded to under oath within twenty-one (21) days of service.

These Interrogatories shall be deemed continuing so as to require supplementary answers if you obtain further information between the time answers are served and the time of trial.

**DEFINITIONS**

For these Interrogatories:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Larry Homes of Virginia, Inc., including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to your Response and Grounds of Defense, and served along with these Interrogatories marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by you to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Chase" refers to Defendant Chase Financial Corporation.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all

originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

K. The term "identify" when referring to a person asks for the following information:

- (1) Full name;
- (2) Present or last known residential address;
- (3) Present or last known telephone number;
- (4) Present or last known occupation, job title, employer, and employer's address.

L. The term "identify" when referring to a document asks for the following information:

- (1) Form of the document (letter, notation on card, etc.);
- (2) Title or heading of document, if any;
- (3) Date of creation of the document, and date of any alteration to the document;
- (4) Complete information to identify creator and recipient of the document;
- (5) Present location of the document and custodian of the document.

## **INTERROGATORIES**

1. Identify all of your employees who spoke with Plaintiffs regarding the transaction.

**ANSWER:**

2. To the extent you can determine, state the date, time, location, and general content of each and every conversation with Plaintiffs for each person identified in your Answer to Interrogatory Number 1.

**ANSWER:**

3. Identify all of your employees who handled any part of the transaction.

**ANSWER:**

4. To the extent you can determine, state the date, time, location and type of action for each and every action taken by each person identified in your Answer to Interrogatory Number 3.

**ANSWER:**

5. Identify all of your employees who participated in any way with the assignment to Chase regarding this transaction.

**ANSWER:**

6. To the extent you can determine, state the date, time, location, and type of action taken by each person identified in your Answer to Interrogatory Number 5.

**ANSWER:**

7. Identify all persons who participated in any way with the repairs to the Home after it was delivered to Plaintiffs.

**ANSWER:**

8. To the extent you can determine, state the date, time, location and type of action taken by each person identified in your Answer to Interrogatory Number 7.

**ANSWER:**

9. Identify each person consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

10. State whether each such person identified by you in response to Interrogatories No. 1, 3, 5, 7, and 9 has ever been convicted either of a felony, or a misdemeanor involving moral turpitude, furnishing the nature, date, and court of any such convictions.

**ANSWER:**

11. Identify each document referred to or consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

12. Identify all documents you provided to Plaintiffs as part of the transaction.

**ANSWER:**

13. Identify each person you intend to call as a witness in this action.

**ANSWER:**

14. Describe the location, type and length of training any of your employees receive regarding the preparation and assignment of credit contracts.

**ANSWER:**

15. Identify all documents you provided to Chase as part of the assignment to Chase.

**ANSWER:**

16. Identify all documents you received from Chase as part of the assignment to Chase.

**ANSWER:**

17. Identify all documents you provided to Charles Laughton as part of the transaction.

**ANSWER:**

18. Identify all documents you received from Charles Laughton as part of the transaction.

**ANSWER:**

19. Identify any insurance of any type you have that covers you for any claims made against you.

**ANSWER:**

[Attorney for Plaintiff]

4.1.5 Second Set of Interrogatories to Seller

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff]ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL CORPORATION,

Defendants.

**PLAINTIFFS' SECOND INTERROGATORIES TO DEFENDANT  
LARRY'S HOME OF VIRGINIA, INC.**

Plaintiffs, by counsel, propound the following interrogatories to Defendant pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, to be answered and responded to under oath within twenty-one (21) days of service.

These Interrogatories shall be deemed continuing so as to require supplementary answers if you obtain further information between the time answers are served and the time of trial.

**DEFINITIONS**

For these Interrogatories:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Larry Homes of Virginia, Inc., including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to your Response and Grounds of Defense, and served along with these Interrogatories marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by you to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Chase" refers to Defendant Chase Financial Corporation.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

K. The term "identify" when referring to a person asks for the following information:

- (1) Full name;
- (2) Present or last known residential address;
- (3) Present or last known telephone number;
- (4) Present or last known occupation, job title, employer, and employer's address.

L. The term "identify" when referring to a document asks for the following information:

- (1) Form of the document (letter, notation on card, etc.);
- (2) Title or heading of document, if any;
- (3) Date of creation of the document, and date of any alteration to the document;
- (4) Complete information to identify creator and recipient of the document;
- (5) Present location of the document and custodian of the document.

## **INTERROGATORIES**

1. Please identify each Larry's Homes attorney, paralegal, clerk retained by or available to defendant for representation and assistance in the defense of this lawsuit. For each individual representing or assisting defendant, please state:

a. Each attorney's hourly rate (or other measure of compensation) chargeable to this defendant;

b. The total number of attorney hours expended on defendant's behalf in this representation, to date, and supplemented to include any hearing on fees and expenses; and

c. Dollar amount totals of all invoices or statements for legal services on behalf of defendant for legal services provided by counsel in this representation.

Please identify by category and amount all costs chargeable to defendant, other than direct attorney fees.

Prior to any hearing on fees and expenses, defendant is requested to supplement these responses.

**ANSWER:**

[Attorney for Plaintiff]

#### 4.1.6 First Set of Interrogatories to Financer

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff]ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL CORPORATION,

Defendants.

**PLAINTIFFS' FIRST INTERROGATORIES TO DEFENDANT  
CHASE FINANCIAL CORPORATION**

Plaintiffs, by counsel, propound the following interrogatories to Defendant pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, to be answered and responded to under oath within twenty-one (21) days of service.

These Interrogatories shall be deemed continuing so as to require supplementary answers if you obtain further information between the time answers are served and the time of trial.

**DEFINITIONS**

For these Interrogatories:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Chase Financial Corporation, including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to Larry's Response and Grounds of Defense, and served along with these Interrogatories marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by Larry's to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Larry's" refers to Defendant Larry's Homes of Virginia, Inc.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

K. The term "identify" when referring to a person asks for the following information:

- (1) Full name;
- (2) Present or last known residential address;
- (3) Present or last known telephone number;
- (4) Present or last known occupation, job title, employer, and employer's address.

L. The term "identify" when referring to a document asks for the following information:

- (1) Form of the document (letter, notation on card, etc.);
- (2) Title or heading of document, if any;
- (3) Date of creation of the document, and date of any alteration to the document;
- (4) Complete information to identify creator and recipient of the document;
- (5) Present location of the document and custodian of the document.

## INTERROGATORIES

1. Identify all of your employees who spoke with Larry's regarding the transaction.

**ANSWER:**

2. To the extent you can determine, state the date, time, location, and general content of each and every conversation with Larry's for each person identified in your Answer to Interrogatory Number 1.

**ANSWER:**

3. Identify all of your employees who handled any part of the transaction.

**ANSWER:**

4. To the extent you can determine, state the date, time, location and type of action for each and every action taken by each person identified in your Answer to Interrogatory Number 3.

**ANSWER:**

5. Identify all of your employees who participated in any way with deciding to accept the assignment from Larry's.

**ANSWER:**

6. To the extent you can determine, state the date, time, location, and type of action taken by each person identified in your Answer to Interrogatory Number 5.

**ANSWER:**

7. Identify all of your employees who participated in any way with the repairs to the Home after it was delivered to Plaintiffs.

**ANSWER:**

8. To the extent you can determine, state the date, time, location and type of action taken by each person identified in your Answer to Interrogatory Number 7.

**ANSWER:**

9. Identify each person consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

10. State whether each such person identified by you in response to Interrogatories No. 1, 3, 5, 7, and 9 has ever been convicted either of a felony, or a misdemeanor involving moral turpitude, furnishing the nature, date, and court of any such convictions.

**ANSWER:**

11. Identify each document referred to or consulted by you in preparation of your Answers to these Interrogatories and your Response to the Request for Production.

**ANSWER:**

12. Identify all documents you provided to Plaintiffs as part of the transaction.

**ANSWER:**

13. Identify each person you intend to call as a witness in this action.

**ANSWER:**

14. Describe the location, type, and length of training any of your employees receive regarding the preparation and assignment of credit contracts.

**ANSWER:**

15. Identify all documents you provided to Larry's as part of the assignment you received.

**ANSWER:**

16. Identify all documents you received from Larry's as part of the assignment.

**ANSWER:**

17. Identify all documents you provided to any person other than Larry's or Plaintiffs as part of the transaction.

**ANSWER:**

18. Identify all documents you used to determine whether to accept the assignment from Larry's.

**ANSWER:**

19. Identify any insurance of any type you have that covers you for any claims made against you since the start of 1997.

**ANSWER:**

[Attorney for Plaintiff]

[caption]

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff] ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant] LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL  
CORPORATION,

Defendants.

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS  
TO DEFENDANT CHASE FINANCIAL CORPORATION**

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia, Plaintiffs, by counsel, request that Defendant produce and permit inspection and copying of the following documents at the offices of the undersigned counsel, within twenty-one (21) days after service of this request.

**DEFINITIONS**

For these Requests to Produce:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Chase Financial Corporation, including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to Larry's Response and Grounds of Defense, and served along with these Requests for Production of Documents marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by Larry's to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Larry's" refers to Defendant Larry's Homes of Virginia, Inc.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies,

computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

## REQUESTS

1. Any and all documents and things, omitting nothing therefrom, that are identified or sought to be identified in or that relate in any manner whatsoever to or are referred to in your answers to the Plaintiffs' First Interrogatories, indicating with respect to each document the Interrogatory to which it is responsive.

**RESPONSE:**

2. All documents related to the transaction.

**RESPONSE:**

3. All documents related to how you determined to accept assignment of the contract from Larry's.

**RESPONSE:**

4. All documents used by you to track credit agreements, including any worksheets, business manager summary, log book of transactions, compensation sheets, performance summaries, and account records that include any reference to any part of the transaction and the assignment to you.

**RESPONSE:**

5. All documents used by you to determine the interest rate for the credit extended to Plaintiff.

**RESPONSE:**

6. All documents related to any repairs performed to the Home.

**RESPONSE:**

7. All documents related to the title to the Home.

**RESPONSE:**

8. All documents showing your agreement with Larry's for Larry's to sell credit contracts to you, including any modifications to that agreement, addendums, or explanatory documents that explain the procedures to be followed when you are the intended assignee for a credit contract.

**RESPONSE:**

9. All documents for any training given to your employees who handled any part of the transaction regarding either the sale or the financing of mobile homes, or the assignment of credit contracts from mobile home sellers.

**RESPONSE:**

10. All documents showing any insurance policies of any type that have insured you against any risk of loss since 1997.

**RESPONSE:**

11. All documents related to the assignment of the contract from Larry's.

**RESPONSE:**

[Attorney for Plaintiff]

VIRGINIA: IN THE CIRCUIT COURT  
FOR THE COUNTY OF PRINCE EDWARD

[plaintiff]ANNE S. MILLER and ARTHUR C. MILLER,

Plaintiffs,

[vs]

[defendant]LARRY'S HOMES OF VIRGINIA, INC. and CHASE FINANCIAL  
CORPORATION,

Defendants.

**PLAINTIFFS' SECOND INTERROGATORIES TO DEFENDANT  
CHASE FINANCIAL CORPORATION**

Plaintiffs, by counsel, propound the following interrogatories to Defendant pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, to be answered and responded to under oath within twenty-one (21) days of service.

These Interrogatories shall be deemed continuing so as to require supplementary answers if you obtain further information between the time answers are served and the time of trial.

**DEFINITIONS**

For these Interrogatories:

A. The terms "person" or "persons" shall mean all entities, including but not limited to individuals, groups, or associations however formed.

B. The term "you" refers to Defendant Chase Financial Corporation, including all past and current employees and agents of this Defendant, and any individual over which this Defendant exercises the power to control and direct.

C. The term "the Purchase Contract" refers to the original of Exhibit A attached to the Motion for Judgment.

D. The term "the receipt" refers to the original of Exhibit B attached to the Motion for Judgment.

E. The term "the first Credit Contract" refers to the original of the Retail Installment Contract as shown in Exhibit C attached to the Motion for Judgment.

F. The term "the second Credit Contract" refers to the original of Exhibit B to Larry's Response and Grounds of Defense, and served along with these Interrogatories marked Exhibit E.

G. The term "the transaction" refers to the sale and financing of a 1997 Redman New Moon Mobile Home, Serial Number [Serial Number] by Larry's to Plaintiffs as shown by the Purchase Contract, the first Credit Contract, and the second Credit Contract, and includes any and all actions taken by you regarding that sale, regarding the financing of that sale, and regarding and any repairs performed to the Home.

H. The term "the Home" refers to the mobile home sold to Plaintiffs in the transaction.

I. The term "Larry's" refers to Defendant Larry's Homes of Virginia, Inc.

J. The term "document" means any written, recorded, or graphic matter whether produced, reproduced or stored on papers, cards, tapes, belts, or computer devices or any other

medium in your possession, custody or control, or known by you to exist, and includes all originals, and all prior drafts. It includes all original business records, non-identical copies, computations, memoranda of oral or telephone conversations, tabulations, records of correspondence, notes made on other documents, microfilms, etc.

K. The term "identify" when referring to a person asks for the following information:

- (1) Full name;
- (2) Present or last known residential address;
- (3) Present or last known telephone number;
- (4) Present or last known occupation, job title, employer, and employer's address.

L. The term "identify" when referring to a document asks for the following information:

- (1) Form of the document (letter, notation on card, etc.);
- (2) Title or heading of document, if any;
- (3) Date of creation of the document, and date of any alteration to the document;
- (4) Complete information to identify creator and recipient of the document;
- (5) Present location of the document and custodian of the document.

### **INTERROGATORIES**

1. Please identify each Chase attorney, paralegal, clerk retained by or available to defendant for representation and assistance in the defense of this lawsuit. For each individual representing or assisting defendant, please state:

- a. Each attorney's hourly rate (or other measure of compensation) chargeable to this defendant;
- b. The total number of attorney hours expended on defendant's behalf in this representation, to date, and supplemented to include any hearing on fees and expenses; and
- c. Dollar amount totals of all invoices or statements for legal services on behalf of defendant for legal services provided by counsel in this representation.

Please identify by category and amount all costs chargeable to defendant, other than direct attorney fees.

Prior to any hearing on fees and expenses, defendant is requested to supplement these responses.

**ANSWER:**

[Attorney for Plaintiff]