

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>██████████,</p> <p>Plaintiff,</p> <p>v.</p> <p>Big Bank LLC,</p> <p>Defendants.</p>	<p>Case No.: 0:22-cv-XXXXXXX</p> <p>PLAINTIFF'S INTERROGATORIES TO DEFENDANT BIG BANK, LLC, SET ONE</p>
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PLEASE TAKE NOTICE that you are hereby notified and required to respond to the following Interrogatories propounded by Plaintiff herein, through his attorneys of record, within thirty (30) days from service hereof in accordance with the provisions of Rule 33, *et seq.*, of the Federal Rules of Civil Procedure.

You are further placed on notice that these Interrogatories are deemed continuing, requiring supplemental responses thereto in the event requested information becomes available which would require amendment or supplementation of your responses in order that they would be proper and truthful.

INSTRUCTIONS

In answering these Interrogatories, please furnish all information which is available to you, including, without limitation, all information in the possession of your attorneys, accountants, affiliates, auditors, agents, employees, officers, directors, shareholders, contractors, or other personnel, and not merely such information as is in your possession.

If you cannot respond to any of the following Interrogatories in full, after exercising due diligence to secure information to do so, please so state, and respond to the extent possible, specifying all reasons why you are unable or unwilling to respond to the remainder, stating whatever information you have concerning the unproduced information, and what efforts you made to secure information sufficient to allow you to respond fully to the particular Interrogatory.

Although one or more of the following Interrogatories may not appear to be applicable to or directed to you, please respond to each and every one of them to the extent that you are able to provide any response thereto whether such response consists of information within your own knowledge or what you have obtained from others. However, for every response in which you include information received from others, please provide the name, any known address, and any known phone number of the person from whom you so received such information. And in every such instance, please state that you cannot verify such of your own personal knowledge, identifying particularly the information for which you cannot vouch. Further, these Interrogatories contain words or phrases that require you to refer to the "Definitions" section of this document, provided herein below.

Unless otherwise stated, each Interrogatory pertains to the time period beginning January 1, 2020 through the present date. Thus, your responses should be fully answered as they pertain to information within that time frame. Further, each Interrogatory should identify the appropriate time frame, if your response requires same.

DEFINITIONS

1. “You” includes Defendant Big Bank, LLC the company, entity, institution, agency, subsidiary(ies), parent corporation(s) and/or any of its branches, departments, employees, agents, contractual affiliates, or otherwise connected by legal relationship, in the broadest sense. "You" includes any of your sister companies or related entities, whether or not separately incorporated. You may also be referenced herein simply as "Big Bank," “BB,” and/or “Defendant Big Bank.”

2. “Document(s)” shall mean and include any printed, typewritten, handwritten or otherwise recorded matter of whatever character, including specifically, but not exclusively, and without limiting the generality of the foregoing, letters, e-mails, diaries, desk and other calendars, memoranda, telegrams, posters, cables, reports, charts, statistics, envelopes, studies, newspapers, news reports, business records, book of account(s) or other books, ledgers, balance sheets, journals, personal records, personal notes, any piece of paper, parchment, or other materials similarly used with anything written, typed, printed, stamped, engraved, embossed, or impressed upon it, accountants statements, accounting records of any kind, bank statements, minutes of meetings or other minutes, labels, graphics, notes of meetings or conversations or other notes, catalogues, written agreements, checks, announcements, statements, receipts, returns invoices, bills, warranties, advertisements, guarantees, summaries, pamphlets, prospectuses, bulletins, magazines, publications, photographs, work-sheets, computer printouts, telex transmissions or receipts, teletypes, telefaxes, file folders or other folders, tape recordings, and any original or non-identical (whether different from the

original by reason of any notation made on such copies or otherwise), carbon, photostatic or photograph copies of such materials. The term "documents" shall also mean and include every other recording of, or means of recording on any tangible form, any form of information, data, communication, or representation, including but not limited to, microfilm, microfiche, any records stored on any form of computer software, audio or video tapes or discs, digitally recorded disks or diskettes, or any other medium whatsoever. For each "document" responsive to any request withheld from production by you on the ground of any privilege, please state:

- (a) the nature of the document (e.g., letter, memorandum, contract, etc.);
- (b) the author or sender of the document;
- (c) the recipient of the document;
- (d) the date the document was authored, sent, and/or received; and
- (e) the reason such document is allegedly privileged.

3. "Identify" means that you should state:

- (a) any and all names, legal, trade or assumed;
- (b) all addresses used;
- (c) all telephone and tele-fax numbers used; and, if applicable:
- (d) brand, make, manufacturer's name, address, phone number and the manufacturer's relationship to any and all Defendants in the above captioned action; and
- (e) employer's name, address, phone number and the employer's relationship to any and all Defendants in the above captioned action.

(f) Title, type or category of document

4. "Person(s)" means any human being, sole proprietorship, limited partnership, partnership, association, group of human beings, other legal or de facto entity, or corporation, of whatever kind.
5. "Explain" means to elucidate, make plain or understandable, to give the reason for or cause of, and to show the logical development or relationships thereof.
6. "Describe" means to represent or give an account of in words.
7. "Access Device" means a card, code, or other means of access to a consumer's account for the purpose of initiating electronic fund transfers when the person to whom such card or other means of access was issued has requested and received or has signed or has used, or authorized another to use, such card or other means of access for the purpose of transferring money between accounts or obtaining money, property, labor, or services.
8. "Account" means a demand deposit, savings deposit, or other asset account established primarily for personal, family, or household purposes.
9. "CFPB" means the Bureau of Consumer Financial Protection.
10. "Consumer" means a natural person.
11. "Electronic fund transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine

transactions, direct deposits or withdrawals of funds, and transfers initiated by telephone.

12. “EFTA” means the Electronic Fund Transfers Act, 15 U.S.C. § 1693 *et seq.* and Regulation E, 12 C.F.R. 1005 *et seq.*, and its Commentary, Forms, Supplements, and CFPB Interpretations and Rulings.
13. “Financial institution” means a State or National bank, a State or Federal savings and loan association, a mutual savings bank, a State or Federal credit union, or any other person who, directly or indirectly, holds an account belonging to a consumer.
14. “Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals;
15. “State” means any State, territory, or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any political subdivision of any of the foregoing.
16. “Unauthorized transfer” means an electronic fund transfer from a consumer's account initiated by a person other than the consumer without actual authority to initiate such transfer and from which the consumer receives no benefit.
17. “Relevant time period” means from January 1, 2022 through the date of this discovery request, inclusive.

INTERROGATORIES

1. Identity and describe with particularity the circumstances under which Defendant imposes any financial liability on a consumer for an unauthorized transfer of funds from that consumer's bank account, including amounts of liability assessed, the

basis for that liability, and all relevant factors that Defendant uses in making this determination.

2. Identity and describe with particularity the circumstances under which Defendant imposes any financial liability on a consumer for an unauthorized transfer of funds from that consumer's bank account, when the Defendant has determined that the consumer has been negligent including amounts of liability assessed, the basis for that liability, and all relevant factors that Defendant uses in making this determination.
3. Identity and describe with particularity the circumstances under which Defendant imposes any financial liability on a consumer for an unauthorized transfer of funds from that consumer's bank account, when the consumer has notified the Defendant of such unauthorized transfers more than 60 days after the unauthorized transfers, including amounts of liability assessed, the basis for that liability, and all relevant factors that Defendant uses in making this determination.
4. Identity and describe with particularity the circumstances under which Defendant imposes any financial liability on a consumer for an unauthorized transfer of funds from that consumer's bank account, when the unauthorized transfer was made without an access device including amounts of liability assessed, the basis for that liability, and all relevant factors that Defendant uses in making this determination.
5. Identity and describe with particularity the circumstances under which Defendant permits a consumer to give notice of an unauthorized transfer to Defendant beyond

EFTA's 60-day time period, if the consumer's delay in notification was due to extenuating circumstance.

6. Identity and describe with particularity the circumstances under which Defendant permits a consumer to give notice of an unauthorized transfer to Defendant, including the permitted means, methods, and communications channels available to that consumer along with any time limits.
7. Identify whether or not Defendant considers written notice of an unauthorized transfer from a consumer's bank account to be given at the time the consumer mails or delivers the notice for transmission to the institution by any other usual means, such as text, email, web application, internet, chat, facsimile, U.S. Mail, etc.
8. Identity and describe with particularity the circumstances under which Defendant permits a consumer to give notice of an unauthorized transfer to Defendant, in person, by telephone, or in writing.
9. Identity and describe with particularity the circumstances under which Defendant considers written notice of an unauthorized transfer from a consumer's bank account to be given at the it becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the consumer's account has been or may be made.
10. Identity and describe with particularity each and every written disclosure provided to consumer's when opening an account with Defendant that describe a consumer's rights and responsibilities with respect to EFTA, as well as describing the manner

and method by which these disclosures are made to the consumer. You may attach and describe exemplars of these disclosures.

11. Identify and describe each and every fact known to Defendant that form the basis for its answer to this lawsuit.
12. Identify and describe each and every fact known to Defendant that form the basis for each and every one of its affirmative defenses pleaded in its answer to this lawsuit.
13. Identify and describe each and every communication between Plaintiff and Defendant by supplying the date, time, participants, method, contents, and purpose of each such communication during the relevant time period.
14. Identify and describe each and every communication between and amongst any third-party law enforcement, employee, agent, contractor and/or any other person employed or engaged by Defendant to conduct an investigation(s) in Plaintiff's claims of unauthorized transfers from Plaintiff's account(s) during the relevant time period, by supplying the date, time, participants, method, contents, and purpose of each such communication during the relevant time period.
15. Identify and describe each and every document reviewed and/or relied upon every employee, agent, contractor or other person employed or engaged by Defendant to conduct an investigation(s) in Plaintiff's claims of unauthorized transfers from Plaintiff's account(s) during the relevant time period, by supplying the name of the document, the author, the location, and a description of its contents. You may attach a copy of any such document and describe it.

16. Identify every person who possesses any information pertaining to any facts, claims, your affirmative defenses or issues you have raised in this lawsuit.
17. Identify, describe and explain any and all procedures, policies, rules and/or guidelines used by Defendant in investigating, verifying, correcting, updating, modifying and/or deleting any transactions on Plaintiff's account for which you received notice that the particular transaction was an unauthorized transfer.
18. In a chronological fashion, identify, describe and explain the step by step procedure did you used to investigate the Plaintiff's unauthorized transfers from Plaintiff's account, including all dates, times, and persons involved.
19. Identify and describe with particularity each and every the policy and procedure that Defendant Big Bank follows with regard to investigating claims of unauthorized transfers from consumer's account(s).
20. Identify and describe any and all written and oral communications you have had with any state or federal agency and or regulator, including but not limited to the CFPB, Federal Trade Commission, Federal Deposit Insurance Corporation, Office of the Comptroller of the Currency, regarding your EFTA practices, including audits, compliance reports, checklists, and/or inspections.

Dated: March 28, 2022

Respectfully Submitted,

THE BARRY LAW OFFICE, LTD

By: s/ Peter F. Barry

Peter F. Barry, Esq.

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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>██████████,</p> <p style="padding-left: 40px;">Plaintiff,</p> <p>v.</p> <p>Big Bank LLC,</p> <p style="padding-left: 40px;">Defendant.</p>	<p style="text-align:right;">Case No.: 0:22-XXXXXXX</p> <p style="text-align:center">DECLARATION OF SERVICE</p>
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I, Peter F. Barry, declare under penalty of perjury that on the date indicated below, I caused copies of the following:

**PLAINTIFF’S INTERROGATORIES TO
DEFENDANT BIG BANK, LLC, SET ONE**

in this matter to be personally served on each person below at the following address by email addresses by agreement of the parties to accept electronic service of discovery.

XXX

Lead Counsel for Defendant Big Bank, LLC

Dated: March 28, 2022

Respectfully submitted,
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