UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

COLLEEN A. GRAHAM,	:	
Complainant,	:	
v.	:	
CREDIT SUISSE SECURITIES (USA) LLC, CREDIT SUISSE FIRST BOSTON NEXT FUND INC., PALANTIR TECHNOLOGIES INC., and SIGNAC LLC	:	Case No. 2019-SOX-00040
	:	**GOOD FAITH MOVING DECLARATION**
Respondents.	:	

ROBERT D. KRAUS declares under penalty of perjury as follows:

1. I am a member of the firm of Kraus & Zuchlewski LLP, counsel for Complainant Colleen Graham. I make this declaration on my personal knowledge.

2. Attached as Exhibit A is a true and accurate copy of Complainant Graham's proposed Amended Complaint.

3. Attached as Exhibit B is a true and accurate copy of the first three pages of the Broker Check report for Colleen Graham (CRO# 2944164).

4. Attached as Exhibit C are the Responses and Objections served by respondent Credit Suisse on or about February 17, 2020.

5. Attached as Exhibit D is an email from me dated March 13, 2020.

6. The description of the February 27th call among ALJ Timlin and counsel which appears at pgs. 8-9 of the accompanying moving memorandum, is to the best of my recollection.

7. I affirm that I have made a good faith effort to resolve the discovery dispute that underlies this Motion to Compel.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of April 2020.

(b) (6)
[redacted]

ROBERT D. KRAUS

EXHIBIT A

April __, 2020

VIA EMAIL AND OVERNIGHT MAIL

United States Department of Labor
Office of Administrative Law Judges
Honorable Theresa C. Timlin
Administrative Law Judge
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *Amended Complaint of Retaliation*

Dear Sir/Madam:

This law firm represents Colleen Graham ("Graham") and submits this Amended Whistleblower complaint on her behalf against respondents Credit Suisse Securities (USA) LLC ("Credit Suisse") and Signac LLC ("Signac") (collectively, "Respondents") for violations of the Sarbanes-Oxley Act of 2002 ("SOX") 18 U.S.C. §1514A.

INTRODUCTION

Respondents first retaliated against Graham shortly after she refused to participate in conduct that she reasonably believed violated securities laws. Graham refused to distort facts related to the recognition of revenue by Signac and affiliated corporate entities, including Credit Suisse. The adverse action began gradually as Credit Suisse started to exclude Graham from certain meetings and communications, made thinly veiled threats of termination, withheld her discretionary bonus for 2016, deprived her of employment opportunities otherwise provided to substantially all of Signac Staff as the company was shuttered.

The initial retaliatory acts began in March and continued thereafter, sharply escalating in early June 2017 after Graham's counsel claimed unlawful retaliation. Graham was singled out for conduct suffered from others. She was bullied, harassed and intimidated, and made the subject of knowingly false allegations of misconduct, including misconduct that, if true, would violate Swiss law. No less than six different (6) lawyers were called on to harass Graham in a number of different ways, including threatening to cancel substantial amounts of her deferred compensation and to pursue any and all remedies available if she didn't submit to a host of ever changing, unreasonable demands. Respondents also retaliated by refusing to pay Graham for her valuable equity stake in Signac.

Graham agreed to demand after demand, believing she would assuage the professed concern about alleged unauthorized disclosure of confidential information. After all, Credit Suisse had employed Graham for twenty years in senior compliance functions and had personal knowledge of her impeccable integrity. Respondents knew and appreciated the absence of any improper motive (like competition) or evidence of actual misconduct. Graham was pursued with a singular aggressiveness, yet at the same time no action was taken against others who had used personal email for company business. Nor was any action taken against Signac's CIO, who suggested that all Signac's laptops be reformatted so as to destroy all confidential information on them, plainly improper conduct in light of the duty to preserve evidence.

Ultimately, after Graham withstood the pressurized tactics, the CS demands were simply abandoned. The feigned "serious concern" with unauthorized disclosure evaporated just as suddenly as it had appeared after Graham first raised the issue of securities law violations

In or about November 2017, Graham filed an arbitration against Credit Suisse, Signac and others. At issue were various non-employment related claims arising principally under the Signac LLC Agreement and at law, which were subject to compulsory arbitration before JAMS ("JAMS 1"). Relying on sworn testimony from Credit Suisse's two most senior compliance officers, one also a member of the CS AG Executive Board, Credit Suisse represented that the trader holistic surveillance product that Signac delivered in late Spring 2017 was never viable, thereby leading to the complete dissatisfaction of its sole customer Credit Suisse AG. The compliance officers were emphatic that THS was not being used by Credit Suisse or CSAG as of March 2018 . Credit Suisse was in the midst of building its own product as of March 2018, and it only had a "concept" by then.

Lacking a viable THS product and losing CS AG as its sole customer is also offered by Respondents as a defense in this proceeding and would, if true, offer a non-discriminatory reason for taking several of the adverse personnel actions at issue herein, such as refusing to pay Graham a bonus, refusing to re-employ her at Credit Suisse, failing to assign and value to and or pay Graham for or her equity stake in Signac.

BACKGROUND

1. Graham served as Chief Supervisory Officer of Signac[1] and a member of its Board of Managers from on or about February 29, 2016 to on or about July 27, 2017.

2. Prior to Signac, Graham was employed by Credit Suisse for more than twenty years serving in a number of senior level management positions, including heading Compliance for the Americas and acting as the Chief Control Officer of its investment bank. Her employment record was impeccable and she had a stellar reputation for honesty and integrity.

3. Credit Suisse is a company with a class of securities registered under section 12 of the Securities and Exchange Act of 1934 (15 U.S.C. §781) or that is required to file reports under section 15(d) of the SEC Act of 1934, 15 U.S.C §780 (d).

4. Credit Suisse appointed Graham to serve as Signac's Chief Supervisory Officer and a member of a Signac Board of Managers.

5. Signac is a Delaware Limited Liability Company. Its financial sponsors and principal equity stakeholders were Credit Suisse First Boston Next Fund, Inc., a wholly owned subsidiary of Credit Suisse, and Palantir Technologies, Inc. ("Palantir"), a privately owned technology services company. CSFB and Palantir each owned 50% of the Signac voting rights.

[1] On or about February 29, 2016, Signac began to conduct its business. Signac was designed to leverage the financial services and trading expertise from Credit Suisse and certain technology made available by Palantir in order to build algorithms and analytics that track behavior to create a global, industry leading solution.

6. Credit Suisse is a wholly owned subsidiary of Credit Suisse AG ("CS AG"), a global investment bank whose American Depositary Receipt shares ("ADRs") are listed as -----AD

7. CS and CSAG share certain functions, including regulatory and compliance.

8. At all times relevant to this dispute, Lara Warner, was CS AG's Chief Compliance and Regulatory Affairs Officer ("CCRO"), responsible for all compliance and regulatory affairs globally across all CS AG businesses and functions, including Credit Suisse. Warner was also a member of CS AG Executive Board and a member of the Board of Directors of Signac, with 2 out of 6 votes.

9. James Barkley was the Global Head of Core Compliance Services, the 2nd most senior compliance officer. His responsibility also stretched across all CS AG businesses and functions, including Credit Suisse.

10. Signac acted as a "contractor" of Credit Suisse or an affiliate thereof within the meaning of 18 U.S.C. §1514A and the regulations promulgated thereunder, 29 C.F.R. 1980.101 (f) and relevant precedent, and as such is a "covered person" subject to the provisions of SOX. Signac's sole source of revenue was a contract under which Credit Suisse retained it to develop and provide certain software products, technology solutions, analytics and other services.

11. Graham remains an "employee" of Credit Suisse and is a "covered person" for purposes of SOX protections against retaliation because the relevant regulations define an "employee" as "an individual presently or formerly working for a covered person." 29 C.F.R. 1980.101 (f) and (g). Credit Suisse continues to hold substantial amounts of Graham's deferred compensation.

12. Credit Suisse had a designated "Manager" on the Signac Board of Managers, which had exclusive and complete authority to manage and control Signac, subject to the provisions of the Signac LLC Agreement. As one of the Managers of Signac which together undertook the retaliatory actions complained of herein, Credit Suisse is a also "covered persons" under the provisions of SOX, including 29 C.F.R. 1980.101(f) and relevant precedent.

GRAHAM OBJECTS TO PARTICIPATING IN UNLAWFUL PRACTICES

13. In or about March 2017, a Signac audit conducted by KPMG concluded that certain Signac revenue could not legally be recognized in calendar year 2016 under then existing software accounting rules; recognition had to be deferred until delivery of certain product, including THS.

14. Credit Suisse expressed strong frustration that it was unable to recognize the revenue in 2016. According to Credit Suisse, the lack of revenue recognition in 2016 would cause a significant loss to be recognized by it. According to Palantir, Signac's deferral of revenue also impacted it negatively.

15. Credit Suisse, through Warner, complained that Signac was not considering the impact of the Signac accounting on Credit Suisse.

16. Warner advised Graham that the lack of revenue recognition would cause a significant loss to be recognized, and Credit Suisse and Palantir pressured Graham to distort the facts in order to

convince the Signac auditor to allow the revenue recognition in 2016, revenue which was deemed critical to a widely reported potential Palantir IPO.

17. Credit Suisse pressured Graham to adopt the knowingly false position that the product and services developed and rendered by Signac over the prior fourteen months involved only maintenance of, or otherwise solely deployed, Palantir's pre-existing technology and analytics. Graham refused.

18. Credit Suisse and Palantir expressed open frustration at Graham's objecting to their mistaken directions regarding revenue recognition.

19. After Graham objected and refused to distort the facts, Credit Suisse began to retaliate against her, excluding her from relevant communications and meetings, making thinly veiled threats of termination and withholding her discretionary bonus for 2016. These initial retaliatory acts began in March and continued into June 2016. It also terminated Graham's physical and systems access to Credit Suisse on or about May 19, 2017. On or about May 19, 2017, Credit Suisse also withdrew the opportunity to become reemployed with it, an opportunity it extended to substantially Signac employees who previously had been Credit Suisse employees.

GRAHAM OBJECTS TO THE RETALIATION AND THE BULLYING AND HARRASSMENT ESCALATES SHARPLY

20. On May 23, 2017, Graham's counsel communicated by email with Credit Suisse's counsel, expressing concern that Credit Suisse had made offers of future employment to all appropriate Signac employees except Graham. He expressed an interest in "avoiding retaliatory conduct that would give rise to claims under Sarbanes – Oxley ." (Emphasis supplied)

21. On June 1, 2017, Graham's counsel specifically raised the issue of whether Graham had been discriminated against for having objected to certain accounting treatment that Signac's members, including Credit Suisse, sought to pursue.

22. On June 8, 2017, only three days after Graham raised a claim of actual retaliation, Graham's counsel received a letter alleging that Graham "has violated her ongoing contractual obligations to Signac and Credit Suisse Securities (USA) LLC". The letter expressed "extreme concern" that Graham had "misappropriated Confidential and proprietary information by forwarding such information to her and her husband's personal and non-secure email accounts" (emphasis added).

23. The letter referenced an ongoing "investigation," demanded affidavits attesting that all confidential information had been permanently deleted from electronic devices, and demanded that all "devices and email or other electronic accounts" be submitted for a forensic inspection. Graham was afforded little more than 48 hours to comply.

24. Upon information and belief, Signac and Credit Suisse singled out Graham for an "investigation" although it knew, or would have known if it had conducted a simple inquiry, that other employees had "forwarded" confidential information to personal email accounts. Moreover, Respondents knew that Graham had not engaged in any unauthorized disclosure and had properly used

the information solely for purposes related (a) to her service as a manager as authorized by the relevant agreement; (b) and to ensure she had an opportunity to fulfill her own fiduciary obligations as a member of the Board of Signac; and (c) to preserve evidence in connection with her concerns about possible securities law violations. The false allegations were intended to bully and harass Graham in retaliation for her having (a) raised the issue of securities law violations, and (b) stated her intention to pursue her remedies under SOX.

25. Despite Graham's assurances that she had used the information properly, only for purposes related to her services as a Manager, and to preserve evidence in connection with her personal obligations, and despite having no evidence to the contrary, Respondents pressed on and with a ferocity completely inconsistent with the allegations and the assurances they were receiving from Graham (who had been an extremely well respected senior level compliance officer at Credit Suisse for 20 years).

26. Credit Suisse directly threatened to cancel substantial deferred compensation that she had earned and that Credit Suisse continued to hold. It accused her of breaching her obligations.

27. Respondents demanded invasive forensic inspection of all her and her families' personal electronic devices and email and electronic accounts. Respondents demanded the return of all Signac and Credit Suisse confidential information, including that Graham had shared with counsel for purposes of getting legal advice. Unfounded claims were made that the email transmissions violated Swiss laws, which amounted possibly to allegations of criminal misconduct.

28. Respondents knew that the information they sought to bully Graham into deleting or returning included information directly relevant to her SOX retaliation claims.

29. On or about June 19, 2017, Credit Suisse instructed Graham not to attend or participate in the most significant operational risk industry conference scheduled for the next day. Graham was scheduled to be a panel participant.

30. Graham withstood the barrage of harassing tactics. On June 27th, with Respondents unable to secure any evidence that Graham actually had made any unauthorized disclosure and having received sworn affidavits from Graham confirming the same, Credit Suisse, by its counsel, advised that it "presently intends not to cancel Graham's outstanding" deferred compensation awards. However, as part of the ongoing campaign of harassment, Credit Suisse imposed new[2] and often unreasonable conditions on Graham in order to avoid future cancellation.

31. Graham's counsel immediately expressed concern, among other things, that demanding return of a vaguely defined "CS Client Related Information" might interfere with Graham's right to pursue her SOX claims. It was agreed that Graham would attest that she held neither:

1) CS Client Identifying Information'. Defined as information that identifies CS clients except to the extent it is already public, thematic or illustrative.

2) CS Swiss Data'. Defined as documents that contain CS Swiss business, data or investigations except to the extent not otherwise public, thematic or illustrative.

[2] Graham had agreed to a forensic examination with reasonable parameters.

32. Credit Suisse continued to falsely allege that Graham had possessed two items of CS Swiss Data, essentially accusing her of violating both Swiss law and her contractual obligations. However, the two items had previously been public and or were thematic, and so did not constitute CS Swiss Data under any reasonable interpretation. Credit Suisse knew well that the items did not constitute CS Swiss Data and was making the allegations to intimidate Graham and deter her from pursuing her retaliation claim under SOX.

33. Graham's counsel offered to allow Credit Suisse's counsel to inspect any materials to confirm that they did not constitute CS Swiss Data or CS Client Identifying Information. Despite the professed "serious concern" surrounding possible legal violations, Credit Suisse elected not to review the documents.

34. With regard to the forensic examination of electronic devices and email accounts, Signac and Credit Suisse agreed that the forensic examiners would only conduct the review and access Graham's devices and email accounts in her attorney's offices. Credit Suisse and Signac expressed their clear desire "to promptly proceed and complete this important investigation.

35. Credit Suisse and Signac subsequently reneged on their agreement to access Graham's devices and email accounts only in her attorney's offices, falsely claiming it wasn't agreed upon. They then completely abandoned their "important investigation

36. In or about July 2017, for a three-day period, Graham was followed by a woman, the intention of which was to harass and intimidate Graham. Among other things, the woman followed Graham to her lawyer's offices and to a job interview. The woman also followed Graham to her home, and surveilled Graham and her family from curbside. The woman wanted to be seen and the intimidating message Credit Suisse intended to send was clear: you, and even your family, cannot escape our reach. Shortly thereafter, upon information and belief, Credit Suisse interfered with a significant employment opportunity that was about to be extended to Graham.

37. Credit Suisse also withheld interest payments due and owing to Graham on her deferred compensation.

Credit Suisse Refuses To Pay Graham For Her Signac Equity

38. Credit Suisse further retaliated against Graham by refusing to pay her fair value for her equity stake in Signac, which it was required to do following the termination of her employment.

39. As of March 2017, when the retaliatory acts began, Signac's principal product under development for use by CS AG across all of its businesses, including Credit Suisse, was a trader holistic surveillance tool. The trader holistic surveillance tool was often referred to at Signac (and in the Final Award rendered in JAMS 1) as BRM. However, Barkley found BRM a confusing term and Credit Suisse began to refer to it as THS. The following colloquy took place in JAMS 1:

Q: Now, did you tell your people in core compliance services not to use the term BRM?

A: BRM is a confusing term within the organization. The terminology going forward was to be "trader holistic surveillance".

40. Signac delivered its THS product to CS AG in or about May 2017 and CS AG began to use it.

41. Consistent with Respondent's defense herein, Barkley and Warner testified without equivocation in JAMS 1 that Signac's THS was not viable; Credit Suisse was not using it and had not appropriated it. Instead, they claimed that CS AG was developing its own THS, but had not done so as of the March 2018 hearing. At that point in time Credit Suisse only had a "concept"

42. Warner testified as follows:

> Q I understand you have other business with Palantir, but isn't it true after Signac was shut, part of your business with Palantir concerned trader surveillance?
>
> A <u>We do not have anything going on with trader surveillance as it relates to any Signac product, and we are building it ourselves</u>.

(emphasis supplied) (Ex 25. at 1571:16-24).

43. Warner's sworn testimony was that CS AG was not using Signac's trader holistic surveillance software as of March 12, 2018, but, rather, had abandoned it and begun to build its own "completely different" software.

> Q But advanced detection scenarios and the idea behind Signac and its specialist software was described by Urs Rohner as a breakthrough, correct?
>
> A Correct. It was described that way.
>
> Q And you were progressing on this breakthrough, and there was an MVP[3] about to be achieved on the product in May, correct?
>
> A I don't think I can attest to the fact it was about to be achieved.
>
> Q Well, you were told in various status reports that that was - -
>
> A True.
>
> Q - - the timeline?
>
> A That's true.
>
> Q I haven't seen anything where you said we disagree.
>
> A That's true.

[3] MVP means "Minimal Viable Product".

Q So after May did you abandon this sort of progress towards this breakthrough effort?

A Yes, we chose a different breakthrough effort.

Q That's what you're building now?

A Correct.

Q It's completely different in our testimony?

A It is.

(Id. at 1574:24-1576:5).

44. Warner also was clear with the arbitrator that CS AG was building the completely different trader surveillance software "from scratch"[4].

A I don't know. I would have to look at them, but I don't think these are the same things as what Signac built. We are obviously building them from scratch.

(Id. at 1592:2-5).

45. As to when the new holistic surveillance tools purportedly built from scratch would be ready, CCRO Warner testified before this Tribunal that it would be sometime later in in 2018.

Q Okay. By the way, when will the next-generation tools be ready to deliver holistic surveillance at the scale required by Credit Suisse?

A Sometime this year. I don't have the exact date, but –

(Id. at 1606:13-19).

46. To the same effect, Warner testified that CS AG only had a concept as of the hearing in March 2018.

Q I understand that, but you said since May of 2017 you started to build your own product?

A Didn't build, but we began thinking about it.

[4] Although not relevant to the issue of whether the Award should be vacated on grounds of misconduct, CS AG had no right to reverse engineer, discover the source code, modify or adopt Signac's software, and certainly could not do so consistent with the obligations to act in good faith to maximize the value of Signac. (See below at 40 to 45).

Q Think about it. It's still not done, correct?

A When you say "done," what do you mean "done"?

Q You haven't come up with a tool or something like a BRM tool?

A We have a concept around trader — holistic trader surveillance.

(Id. at 1622:20-1623:16).

47. Warner also was clear that as of March 2018, CS AG did not yet have a trader holistic surveillance product:

Q Certainly once they built it, you could have taken it and just used it for a very little cost, correct?

A But I didn't, and that was not what we did. We built it from scratch. You made the point. We don't have a product yet.

(emphasis supplied) (Id. at 1640: 17-23).

48. James Barkley, Global Head Core Compliance Services with responsibilities across all CS AG entities, including Credit Suisse and Signac, also was clear that CS AG had not taken and was not using Signac's software, but rather as of March 8, 2018, was in the process of building its own trader surveillance software:

Q So, now, you developed a different product, is your testimony, that sits on the Foundry platform to surveil traders?

A I do not have a trader holistic surveillance solution at Credit Suisse at this time, to this date.

MR. KRAUS: Could you repeat that answer, please? (Whereupon Answer is Read Back.)

THE REPORTER: "I do not have a trader holistic surveillance solution at Credit Suisse at this time, to this date."

(Id. at 1097:21-1098:15).

49. Elsewhere, but just as clearly, Barkley told the arbitrator that CS AG had no trader holistic surveillance as of March 2018.

Q At this point in time, have you developed a tool to replace the product that Signac had been developing that you were unhappy with?

A As I said, I still do not have a trader holistic surveillance tool that I can use.

(Id. at 1130:16-22).

50. As for the software that CS AG was using to surveil traders after Signac was shut in 2017 through the March 2018 arbitration, Barkley swore that the bank was using only "standard industry tools[5]" which had been in place before he arrived in October 2016.

Q And in the period between when Signac was shut in the end of May and this off-site, at some point in the end of 2017, what tools was core compliance services using to surveil traders?

A I have two tools that I use to surveil trading activity. One is called Actimize. The other one is called SMARTS. Those are the primary tools we use to surveil traders.

Q Actimize and what?

A SMARTS.

Q How long have those tools been in use?

A Those are industry tools, and I don't know how long they have been in use. They are standard industry tools that many firms use.

Q When did you begin to use them, if you know? When did CS –

A They were in place before I got to Credit Suisse.

(empbasis supplied) (Id. at 1095:5-1096:3).

51. Barkley testified that the purportedly "new" software supposedly only under development in March 2018 would be known as "trader holistic surveillance".

A I would show you what I would do. I did not have a trader holistic surveillance platform yet. It's under development.[6]

Q And as part of that trader holistic surveillance platform under development, there is a tool under development that focuses on traders as opposed to relationship managers, correct?

---

[5] In CEO Thiam's Investor Day, CS AG tells its investors that it "rolled out industry leading tools," including trader holistic surveillance, in the first half of 2017. A standard industry tool by definition cannot also be an industry leading tool. (Ex. D). Warner also gave a presentation regarding THS.

[6] Again, CS AG's Investor Day represents that "Trader Holistic Surveillance" was rolled out in 2017.

A Yes.

Q And there is a dashboard being developed - -

A Yes.

Q - - in connection with the focus - - the tool that focuses on the traders, correct?

A Yes.

Q Now, is there a name for this tool under development, or you don't have a name yet?

A Trader holistic surveillance.

(Id. at 1102.•2-21) (emphasis supplied).

Q So, now, you developed a different product, is your testimony, that sits on the Foundry platform to surveil traders?

A I do not have a trader holistic surveillance solution at Credit Suisse at this time, to this date.

Id. at 1097-98 (emphasis supplied).

Q At this point in time, have you developed a tool to replace the product that Signac had been developing that you were unhappy with?

A As I said, I still do not have a trader holistic surveillance tool that I can use.

Id. at 1130

A I would show you what I would do. I did not have a trader holistic surveillance platform yet. It's under development.

Such was the sworn testimony in JAMS 1 by CS AG's two most senior compliance officers -- CS AG did not have a trader holistic surveillance solution as of March 2018 and was using only standard industry tools. (Such testimony also provides a legitimate business justification for taking some of the adverse personnel actions at issue herein, like reusing to pay Graham a bonus or assigning any value to her Signac equity)

52. But Credit Suisse subsequently admitted that the sworn defense testimony that Signac's THS product was not viable and was no longer being used is 100 % false.

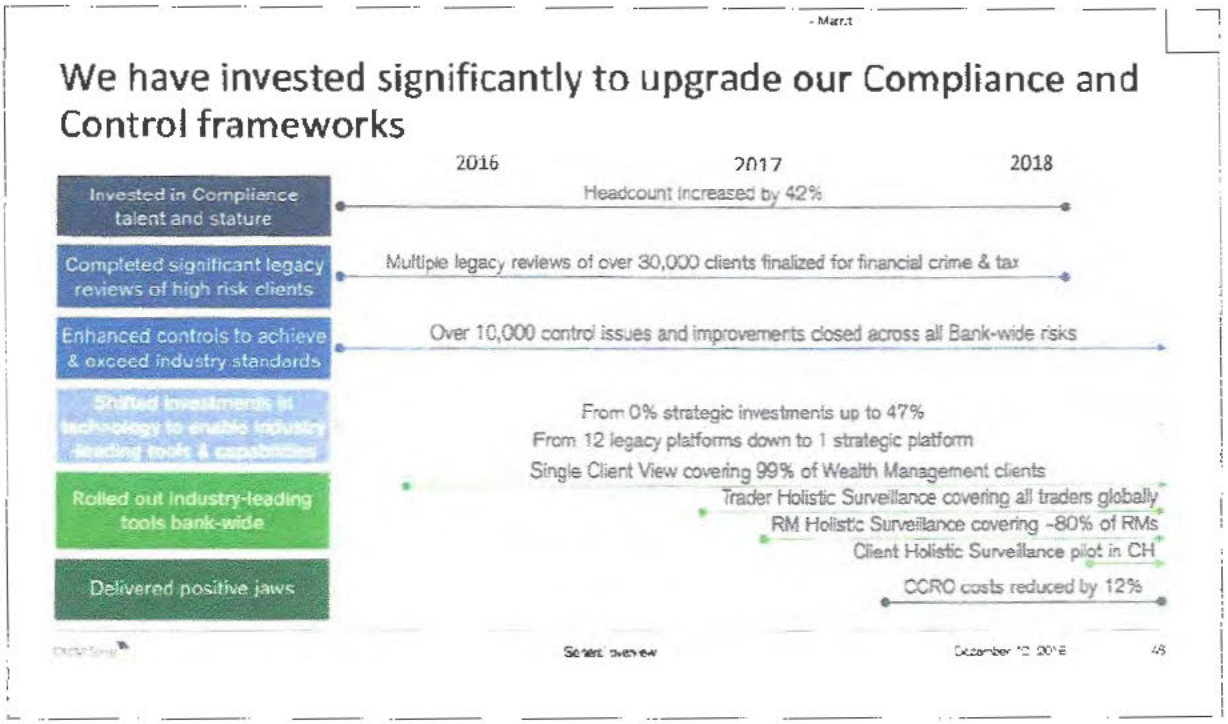
CS AG's Investor Day

53. Credit Suisse AG's annual Investor Day held in December 2018 admits that the THS product delivered by Signac in or about May 2017 has been used since that date with great

effectiveness and at substantial savings on an annual basis. Critically, both Warner and Barkley swore that Credit Suisse only had a concept as of the March 2018 JAMS 1 hearings and had been using standard industry tools to that point in time.

54. On December 12, 2018, CS AG gave its annual Investor Day presentation in Zurich, Switzerland. It subsequently made corresponding disclosures in securities filings later that month.

55. The Investor Day materials and securities filings include a presentation by CS AG's Chief Executive Officer, Tidjane Thiam in which he presents shareholders with a chart showing that CS AG had "rolled out industry leading tools", including "Trader Holistic Surveillance covering all traders globally" in or about spring/summer 2017.



56. Credit Suisse's Investor Day directly undercuts a key premise of Credit Suisse's defense; specifically, it disproves the claim that THS was not a viable product, leading to the dissatisfaction of Credit Suisse AG, Signac's sole customer, and thereby providing a non-discriminatory justification for many of the adverse personnel actions at issue herein, such as not paying any bonus, not offering continued employment, not valuing the equity and not making any payment on it.

SARBANES-OXLEY- THE RELEVANT LAW

Section 806 of SOX protects employees against retaliation where they have provided information to their supervisors that the employees "reasonably believe constitutes a violation of [*18 U.S.C.] section 1341* [mail fraud], 1343 [wire fraud], 1344 [bank fraud], or 1348 [securities fraud], any rule or regulation of the Securities and Exchange Commission ["SEC"], or any provision of Federal law relating to fraud against shareholders . . . ." *18 U.S.C.S. § 1514A(a)(1)*. To invoke the protection of Section 806, an employee "must show by a preponderance of the evidence that (1) [he] engaged in

protected activity; (2) the employer knew of the protected activity; (3) [he] suffered an unfavorable personnel action; and (4) circumstances exist to suggest that the protected activity was a contributing factor to the unfavorable action." *Fraser v. Fiduciary Trust Co. Int'l, 2009 U.S. Dist. LEXIS 75565, 2009 WL 2601389, at *4 (S.D.N.Y. Aug. 25, 2009)*. There is ample evidence showing that Graham meets the four elements required to enjoy the protections of Section 806 of SOX and that Respondents, as "covered persons" under the Regulations promulgated under SOX, 29 C.F.R. 1980.100 et. seq., and relevant case law, retaliated against her in violation of SOX because she had complained about securities law violations. SOX also prohibits a "covered person", like each of Credit Suisse and Signac, from retaliating against employees for seeking to protect their rights under SOX to be free from retaliation. In this case, Credit Suisse sharply escalated, its retaliatory conduct after Graham, through counsel complained that she was being retaliated against for having made complaints protected by SOX and intended to pursue her statutory rights and remedies.

RELIEF SOUGHT

Complainant seeks the following relief:

A. Reinstatement to a position at Credit Suisse;

B. Back pay, raises, bonuses, front pay, the reasonable value of her equity in Signac, deferred compensation and interest payments therein, benefits, overtime, reinstatement of seniority and tenure, and other orders and relief necessary to make complainant whole;

C. An order: (1) requiring respondent to abate and refrain from any further violations of the whistleblower provisions of the Acts; (2) requiring respondent to explicitly rescind any and all policies that restrain or direct employees in connection with reporting of compliance issues; (3) requiring respondent to prohibit harassment of those who engage, or are suspected of engaging in protected activity; and (4) requiring respondent to take prompt and effective action against any reported violations;

D. An order prohibiting Respondents from disclosing any disparaging information about complainant to prospective employers, or otherwise interfering with any applications he might make in the future;

E. Compensatory monetary damages in an amount determined to be fair and equitable compensation for complainant's emotional distress and loss of reputation;

F. Exemplary damages in an amount sufficient to deter Respondents from future violations of the law;

G. Reasonable attorney fees;

H. Costs of this proceeding, including reimbursement for deposition fees, travel expenses, and other expenses to collect and produce evidence in this matter;

I. Order requiring Respondents to issue a notice, and provide copies to all its employees that: (1) the Department of Labor has found that respondent violated the rights of a whistleblower, and ordered that this person be made whole, (2) describes the laws protecting whistleblowers, setting out

the ALJ's orders to respondent as policies of respondent, (3) provides the name and address where complaints of violations may be sent, and (4) informs employees that complaints must be filed within specified time limits after any adverse action;

J. Pre-judgment interest on all amounts due; and

K. Such other and further relief as may be just and proper.

Very truly yours,

Kraus & Zuchlewski LLP
Attorneys for Colleen Graham

By: _____
ROBERT D. KRAUS

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New York, NY 10165
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cc: Colleen Graham

EXHIBIT B

COLLEEN ANN GRAHAM

(COLLEEN ANN ARNOLD,COLLEEN GRAHAM)

CRD#: 2944164

Not currently registered as broker

(PR) Previously Registered Broker

0 Disclosures	11 Years of Experience 1 Firm
2 Exams Passed	0 State Licenses

Examinations

SIE - Securities Industry Essentials Examination — Jun 21, 2017

Series 14 - Compliance Officer Examination — May 31, 2006

Broker Registration History

	Name	Location
06/01/2006 - 06/21/2017	CREDIT SUISSE SECURITIES (USA) LLC (CRD#:816)	NEW YORK, NY

Additional Information

The content of this summary, and the available detailed report, is governed by FINRA Rule 8312, and is primarily based on information filed on uniform registration forms. Rule 8312, amendments to the rule and notices related to U.S. Securities and Exchange Commission approval orders, can be viewed here.

State regulators are governed by their public records laws (not FINRA Rule 8312), and may provide information not in BrokerCheck, including information no longer required to be reported or updated on uniform registration forms due, for example, to its age or final disposition. You may contact your state regulator to request this additional information.

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EXHIBIT C

U.S. DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

COLLEEN A. GRAHAM Complainant, v. CREDIT SUISSE SECURITIES (USA) LLC, CREDIT SUISSE FIRST BOSTON NEXT FUND, INC., PALANTIR TECHNOLOGIES, INC., and SIGNAC LLC, Respondents.	ALJ No. 2019-SOX-00040

RESPONDENT CREDIT SUISSE SECURITIES (USA) LLC'S RESPONSES AND OBJECTIONS TO COMPLAINANT COLLEEN GRAHAM'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Pursuant to 29 C.F.R. § 18.61, Respondent Credit Suisse Securities (USA) LLC ("Credit Suisse") by and through its attorneys, Latham & Watkins LLP, hereby provides the following responses and objections (the "Responses") to Complainant Colleen Graham's First Request for Production Of Documents (the "Requests") in the above-captioned action (the "Action").

The Responses reflect only the current state of the Credit Suisse's knowledge or information regarding the Requests. Credit Suisse reserves the right to supplement or otherwise amend the Responses based on additional information obtained through its investigation or discovery in this Action or for any other reason. Credit Suisse is willing to meet and confer with Complainant to discuss its Responses and the scope of discovery hereunder.

GENERAL RESPONSES AND OBJECTIONS

The following General Responses and Objections are incorporated into each Specific Response and Objection below. These General Responses and Objections govern the scope of any

Response made by Credit Suisse to the Requests and are neither waived nor limited by Credit Suisse's Specific Responses and Objections.

1. Defined Terms. For ease of reference, in setting forth its General and Specific Responses and Objections, Credit Suisse shall use the following defined terms:

a. "Burden" shall mean the Request (i) is overly broad and unduly burdensome; (ii) seeks discovery that is unreasonably cumulative or duplicative of other discovery Credit Suisse has offered to search for in response to a Request; and/or (iii) seeks discovery whose burden or expense outweighs its likely benefit under 29 C.F.R. § 18.51(b)(4).

b. "Proportionality" shall mean the Request seeks discovery that is not proportional to the needs of the case under 29 C.F.R. § 18.51(b)(4).

c. "Relevance" shall mean the Request seeks discovery that is not relevant to any party's claim or defense or is otherwise outside the scope of 29 C.F.R. § 18.51(a).

d. "Ambiguity" shall mean the Request (i) is vague and/or ambiguous; (ii) fails to describe the requested documents or categories of documents with reasonable particularity to allow Credit Suisse to search for and identify responsive documents, if any, without speculation or undue burden; (iii) contains terms or phrases that Credit Suisse cannot reasonably interpret or understand; and/or (iv) uses terms that are undefined or fail to distinguish meaningfully between similar (but not identical) terms and phrases used in other Requests.

e. "Privilege" shall mean the attorney-client privilege, the work product doctrine, any joint defense or common interest privilege, or any other applicable privilege, immunity, or similar protection from disclosure.

2. Credit Suisse objects to the Requests to the extent they seek to impose obligations on Credit Suisse that exceed or are different than the obligations imposed by the Code of Federal

Regulations or any applicable law, rule, or order. Subject to the General Responses and Objections, Objections to Instructions, Objections to Definitions, and Specific Responses and Objections (collectively, the "Objections"), Credit Suisse will construe and respond to the Requests consistently with 29 C.F.R. §18.51 and other applicable laws, rules, or orders of the Court, including any protective order agreed to by the parties or entered in this Action ("Protective Order"), and any Scheduling and Discovery Order issued by this Court (collectively, the "Applicable Rules").

3. Any agreement by Credit Suisse to search for and produce documents will be made in accordance with the Applicable Rules. Credit Suisse objects to the Requests to the extent they purport to require Credit Suisse to search for, identify, retrieve, and produce documents other than as contemplated under the Applicable Rules.

4. Credit Suisse objects to the Requests on the grounds of Burden and Proportionality to the extent they purport to require Credit Suisse to conduct anything other than a reasonable and diligent search for reasonably accessible files from reasonably accessible sources where responsive documents would reasonably be expected to be found. Subject to the Objections, Credit Suisse is willing to produce certain categories of documents in response to the Requests, as set forth in the Specific Responses below, to the extent such documents exist and are identified by a good-faith reasonably tailored search. Any such offer does not indicate that (i) responsive documents exist or will be produced; (ii) the scope of such discovery is proper; or (iii) any of the Requests seek information or documents that are admissible or relevant to the claims, defenses, or subject matter of, or that are reasonably calculated to lead to the discovery of admissible evidence in, this Action. Rather, an offer of production merely indicates Credit Suisse's offer to undertake a reasonably tailored search for such documents.

5. For purposes of these Responses, "Credit Suisse" refers solely to Credit Suisse Securities (USA) LLC. Credit Suisse objects to the Requests to the extent they seek information or documents outside of its possession, custody or control, including documents within the possession, custody or control of Credit Suisse's parents, affiliates, or subsidiaries that are separate legal entities and have corporate identities separate and apart from those of Credit Suisse. To the extent the Requests seek such documents or information, Credit Suisse will not produce such documents or information.

6. Credit Suisse objects to the Requests to the extent they seek the production of information or documents protected by Privilege. Credit Suisse will not produce such information or documents. Nothing in these Responses should be construed as a waiver of Privilege. Specific Objections on the ground of Privilege are provided only for emphasis. The absence of a Specific Objection on the ground of Privilege is neither intended, nor should be interpreted, as an indication that Credit Suisse does not object to a Request on the ground of Privilege. If any Privileged document or Privileged information within a document is inadvertently produced, Credit Suisse does not waive or intend to waive any Privilege pertaining to such document or information, or to any other document or information. Nor shall production of such material constitute a waiver of Credit Suisse's rights under any applicable protective order, confidentiality agreement, and/or any applicable laws and rules, to (i) seek the return of such material or (ii) object to the use of such material at any stage of the Action or in any other proceeding.

7. Credit Suisse objects to the Requests to the extent they seek information or documents that are privileged or protected from disclosure by any domestic or foreign banking privileges, laws, or regulations. Credit Suisse further objects to the Requests to the extent they seek the production of information or documents that are protected from disclosure by any state,

federal, or foreign law or prohibition, including, but not limited to, data protection directives under European Union, English law or Swiss law, duties of confideutiality imposed by European Commission rules and policy, and other protections and limitations on discovery that should be afforded deference under principles of international comity. To the extent the Requests seek such documents or information, Credit Suisse will not produce such documents or information.

8. Credit Suisse objects to the Requests to the extent they seek information that is confidential, proprietary, commercially, or competitively sensitive to Credit Suisse and/or to its affiliates, employees, clients, customers, counterparties, customers' or counterparties' current or former officers, directors, or employees, or any third parties to whom Credit Suisse owes any duty of confidentiality. To the extent any such material is responsive to the Requests, Credit Suisse will only produce such material to the extent the parties agree to, or the Court enters, a protective order governing the disclosure and use of such material in this Action.

9. Credit Suisse objects to the Requests to the extent they seek productiou of information or documents protected from disclosure by any protective order, confidentiality agreement, nondisclosure agreement, or similar restriction on the use or dissemination of information or documents.

10. Credit Suisse objects on the grounds of Burden and Proportionality to Requests that seek "all" documents in a specified category where a subset of documents would be sufficient to provide the pertinent information.

11. Credit Suisse objects to the Requests on the grounds of Burden and Proportionality to the extent they seek information or documents that are publicly available, already in Complainant's possession, available from sources to which Complainant has access, or are

otherwise available through more convenient, more efficient, less burdensome, or less expensive means.

12. Credit Suisse objects to the Requests to the extent they are argumentative, lack foundation, are predicated on subjective or legal conclusions or arguments, assume facts, seek to define terms or characterize evidence, contain inaccurate, incomplete, or misleading descriptions, or otherwise make, assume, or incorporate assertions that are disputed or erroneous. None of the Responses shall be construed as an admission, legal conclusion, or agreement with or acquiescence to any statement in, or any assumption underlying, the Requests.

13. Credit Suisse objects to the Requests on the ground of Ambiguity. Unless otherwise noted, where possible, Credit Suisse has made reasonable assumptions as to Complainant's intended meaning and has responded accordingly, while preserving its objection as to Ambiguity.

14. Credit Suisse objects to the Requests on the grounds of Burden, Proportionality, and Relevance to the extent they seek discovery that is not within the scope of Credit Suisse's alleged conduct in this Action, as limited by the Court's January 16, 2020 Order, as of the date of the Responses or any subsequent date. Credit Suisse reserves the right to amend these Responses following any Court order that affects the nature or scope of appropriate discovery.

15. Credit Suisse objects to the Requests to the extent they seek documents that are not within Credit Suisse's possession, custody, or control as of the date of these Responses, or that are not maintained in the ordinary course of business. Credit Suisse will not produce such documents nor create documents in response to any of the Requests.

16. The Responses are made in good faith after an inquiry within the timeframe accorded by the Applicable Rules and are based on the information available to Credit Suisse as

of the date of the Responses, which may be incomplete, and are provided without prejudice to Credit Suisse's right to alter, supplement, amend, or otherwise modify these Responses in light of additional facts revealed through subsequent inquiry and investigation. Credit Suisse reserves its right to (i) further object to the Requests; (ii) object to the use or admissibility of any information or documents provided in response to the Requests, in any proceeding in this Action or any other action; (iii) object on any basis permitted by law to any other Request involving or relating to the subject matter of these Responses; (iv) alter, amend, or supplement its responses to the Requests; and (v) use or rely on, at any time, including trial, subsequently discovered information omitted from the Responses as a result of mistake, error, oversight, or inadvertence.

OBJECTIONS TO INSTRUCTIONS

1. Credit Suisse objects to the Instructions on the grounds of Burden and Proportionality to the extent they purport to impose on obligations that exceed those imposed by the Applicable Rules, including anything more than a reasonable search for responsive information. As noted above, any agreement by Credit Suisse to produce documents in response to a Request merely indicates its offer to undertake a good-faith reasonably tailored search.

2. Credit Suisse objects to Instructions A and J to the extent they seek to impose obligations that are different than or beyond those required by 29 C.F.R. § 18.53. Credit Suisse objects to the unlimited and perpetual supplementation of Credit Suisse's productions on the grounds of Burden and Proportionality. Credit Suisse will supplement its Responses only as required by 29 C.F.R. § 18.53.

3. Credit Suisse objects to Instructions C–J on the grounds of Burden and Proportionality to the extent they purport to impose burdens and obligations that exceed or are

different than those imposed by the Applicable Rules. Credit Suisse will only produce documents as required and in the format required by the Applicable Rules.

4. Credit Suisse objects to Instructions A and J on the ground of Relevance to the extent they purport to request documents from a continuing time period irrelevant to the allegations of the Complaint. As noted in the General Objections, all offers of production will be limited to good faith reasonably tailored searches, including to an appropriate time period limitation ("Relevant Time Period"), which may differ depending on the Request, custodian, and/or central repository to be searched. Credit Suisse is prepared to meet and confer with Complainant regarding the Relevant Time Period applicable to each Request. Credit Suisse further objects to Instructions A and J on the grounds of Burden, Relevance, and Proportionality to the extent they seek information or documents that are newly created or received after the commencement of this Action or receipt of the Requests.

OBJECTIONS TO DEFINITIONS

1. Unless specified otherwise, Credit Suisse does not adopt Complainant's purported definitions of words and phrases. Credit Suisse objects to the "Definitions" stated in the Requests to the extent they are susceptible to more than one distinct interpretation or are inconsistent with the ordinary and customary meaning of such words and phrases or the Applicable Rules governing the permissible scope of discovery.

2. Credit Suisse objects to the Definitions on the ground of Privilege to the extent they purport to require the production or disclosure of any document or information subject to a claim of Privilege.

3. Credit Suisse objects to the Definition of "possession, custody, or control" on the ground of Ambiguity to the extent it fails to define what constitutes a "right to secure." Credit

Suisse will construe this to mean that a document is within its "possession, custody or control" when Credit Suisse has the legal right to demand and receive documents from another Person.

SPECIFIC RESPONSES AND OBJECTIONS

Request No. 1

> Signac's financial statements in for [sic] 2016, 2017, 2018, 2019, and all related work papers.

Response to Request No. 1

Credit Suisse objects to this Request on the grounds of Relevance. Credit Suisse further objects to this Request on the grounds of Burden and Proportionality. Credit Suisse further objects to this Request to the extent it seeks documents outside of its possession, custody, or control. Credit Suisse further object to this Request because it seeks documents and information that are in Complainant's possession or available from other sources to which Complainant has access, or otherwise available through more convenient, more efficient, less burdensome, or less expensive means. Credit Suisse further objects to the phrases "financial statements" and "related work papers" on the ground of Ambiguity.

Subject to these specific Objections and the General Objections above, Credit Suisse will produce the Signac financial statements in its possession, custody, or control to the extent it can locate such documents after a reasonable search.

Request No. 2

> The "dashboard" for the Trader Holistic Surveillance software referred to on Ex. A ("THS") on the day it was "rolled out" and on the first day of every three-month period thereafter.

Response to Request No. 2

Credit Suisse objects to this Request on the grounds of Relevance. This Request does not pertain in any way to the claims pled in this Action. Credit Suisse further objects to this Request

on the grounds of Burden and Proportionality. Credit Suisse further object to the phrases "dashboard," "Trader Holistic Surveillance," and "rolled out" on the ground of Ambiguity. Credit Suisse will not produce any documents responsive to this Request.

Request No. 3

> The video presentation of THS showcased at the December 12, 2018 CS AG Investor Day (see Ex. B).

Response to Request No. 3

Credit Suisse objects to this Request on the grounds of Relevance. This Request does not pertain in any way to the claims pled in this Action. Credit Suisse further objects to the phrase "video presentation" on the ground of Ambiguity. Credit Suisse further objects to this Request because it seeks documents and information that are publicly available, in Complainant's possession, available from other sources to which Complainant has access, or otherwise available through more convenient, more efficient, less burdensome, or less expensive means. Credit Suisse will not produce any documents responsive to this Request.

Request No. 4

> Graham's personnel file and all performance evaluations while at Signac and Credit Suisse.

Response to Request No. 4

Credit Suisse objects to this Request on the grounds of Relevance, Burden, Proportionality, and Privilege. Credit Suisse further objects to the phrases "personnel file" and "performance evaluations" on the ground of Ambiguity. Credit Suisse further object to this Request to the extent it seeks any "personnel file" or "performance evaluation" from Signac, as such documents and information are outside of Credit Suisse's possession, custody or control. To the extent this Request seeks any "personnel file" or "performance evaluation" for Ms. Graham from her previous

employment at Credit Suisse, such documents have no bearing on this Action. Credit Suisse will not produce any documents responsive to this Request.

Request No. 5

> All calendar entries for meetings or calls concerning Signac from March 1 2017 - July 2019 that included Lara Warner or James Barkley.

Response to Request No. 5

Credit Suisse objects to this Request on the grounds of Relevance, Burden, Proportionality, and Privilege. Credit Suisse further objects to this Request because it seeks documents and information that are publicly available, in Complainant's possession, available from other sources to which Complainant has access, or otherwise available through more convenient, more efficient, less burdensome, or less expensive means.

Subject to these specific Objections and the General Objections above, Credit Suisse is willing to meet and confer regarding the scope of this Request.

Request No. 6

> All communications concerning Graham's attendance at an Operational Risk Conference in June 2017.

Response to Request No. 6

Credit Suisse objects to this Request on the grounds of Relevance, Burden, and Proportionality. Credit Suisse further objects to this Request because it seeks documents and information that are publicly available, in Complainant's possession, available from other sources to which Complainant has access, or otherwise available through more convenient, more efficient, less burdensome, or less expensive means.

Subject to these specific Objections, Credit Suisse will produce responsive, non-privileged documents in its possession, custody, or control to the extent it can locate such documents after a reasonable search.

Request No. 7

> All project plans, presentations and reporting regarding the development of THS on or after July 1, 2017.

Response to Request No. 7

Credit Suisse objects to this Request on the grounds of Relevance. This Request does not pertain in any way to the claims pled in this Action. Credit Suisse further objects to this Request on the grounds of Burden and Proportionality. Credit Suisse further objects to the phrases "project plans," "reporting," and "development" on the ground of Ambiguity. Credit Suisse further objects to this Request to the extent it seeks documents outside of its possession, custody, or control. Credit Suisse will not produce any documents responsive to this Request.

Request No. 8

> The investigative file or files concerning Graham's allegations of misconduct.

Response to Request No. 8

Credit Suisse objects to this Request on the grounds of Relevance, Burden, Proportionality, and Privilege. Credit Suisse further objects to the phrase "misconduct" on the ground of Ambiguity, and to the extent it expresses, seeks, or assumes a legal conclusion or expert opinion.

Subject to these specific Objections, Credit Suisse will produce responsive, non-privileged documents in its possession, custody, or control to the extent it can locate such documents after a reasonable search.

Request No. 9

All email communications in the period beginning March 1, 2017 and continuing through the hearing in this matter, concerning Signac or Graham that were sent by or to any of the following: Tidjane Thiam, Alex Karp, Lara Warner, James Barkley, Matt Long.

Response to Request No. 9

Credit Suisse objects to this Request on the grounds of Relevance, Burden, Proportionality, and Privilege. Credit Suisse further objects to this Request to the extent it seeks documents outside of its possession, custody, or control. Credit Suisse further object to this Request because it seeks documents and information that are in Complainant's possession. Credit Suisse further objects to the Request to the extent it seeks documents "beginning March 1, 2017 and continuing through the hearing in this matter." Such a Request is overbroad on its face.

Subject to these specific Objections and the General Objections above, Credit Suisse is willing to meet and confer regarding the scope of this Request.

Request No. 10

All documentations and communications in the period beginning March 1, 2017 and continuing through the hearing in this matter, concerning the following matters:

a. the recognition of revenue by Signac;
b. meetings with the Federal Reserve Bank, the Swiss Financial Market Supervisory Authority, and or the United States Securities and Exchange Commission, regarding THS;
c. the decision to wind-down Signac;
d. determining whether either CS AG might utilize any Signac's products;
e. the valuation of Signac;
f. maintenance or other services rendered by Palantir in connection with THS;
g. the development and roll out of the THS software identified in the chart attached as Ex A;
h. approvals for and or diligence regarding December 12 Investor Day statements in Exs A and B related to THS, including but not limited to its having heen "rolled out" in 2017;
i. Graham's 2016 Performance Bonus; and
j. Employment of Graham on or after April 2017.

Response to Request No. 10

Credit Suisse objects to this Request on the grounds of Relevance, Burden, Proportionality, and Privilege. To the extent this Request seeks any documents regarding "THS," such documents do not pertain in any way to the claims pled in this Action. Credit Suisse further objects to this Request to the extent it seeks documents outside of its possession, custody, or control. Credit Suisse further object to this Request because it seeks documents and information that are in Complainant's possession. Credit Suisse further objects to the phrases "might utilize," "maintenance," "development and roll out," and "Performance Bonus" on the ground of Ambiguity. Credit Suisse further objects to the Request to the extent it seeks documents "beginning March 1, 2017 and continuing through the hearing in this matter." Such a Request is overbroad on its face.

Subject to these Objections, Credit Suisse will produce non-privileged documents in its possession, custody, or control from March 1, 2017 through August 1, 2017, that are responsive to Requests 10(a), (c), (i), and (j) to the extent it can locate such documents after a reasonable search.

Dated: February 17, 2020

Respectfully submitted,

/s/ Kuan Huang

LATHAM & WATKINS LLP
Joseph Serino, Jr.
Kuan Huang
Nathan Taylor
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200

Attorneys for Respondent Credit Suisse Securities (USA) LLC

EXHIBIT D

Reply all Delete Junk Block ···

Re: Graham motion exhibits

From: Robert Kraus <rk@kzlaw.net>
Sent: Friday, March 13, 2020 5:12 PM
To: Colleen Graham (b) (6) [redacted]
Subject: Fwd: Graham v Credit Suisse AG et al - Signac Discovery Objections and Responses

These should have been served ages ago

Get Outlook for iOS

From: Lockinger, Joseph D <jlockinger@cooley.com>
Sent: Friday, March 13, 2020 4:22:56 PM
To: Robert Kraus <rk@kzlaw.net>
Cc: Fulton, Jim <FULTONJF@cooley.com>
Subject: Graham v Credit Suisse AG et al - Signac Discovery Objections and Responses

Robert,

Attached are the responses and objections for Respondent Signac LLC to the document requests Complainant previously served in this action. Please feel free to contact us, if you wish to discuss anything contained therein.

Regards,
Joe

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