

EXHIBIT D

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

COLLEEN A. GRAHAM

Complainant,

v.

ALJ No. 2019-SOX-00040

CREDIT SUISSE SECURITIES (USA) LLC,
CREDIT SUISSE FIRST BOSTON NEXT
FUND, INC., PALANTIR TECHNOLOGIES,
INC., and SIGNAC LLC,

Respondents.

**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 confidentiality 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 production 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 been "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,

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*Attorneys for Respondent Credit Suisse
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on February 17, 2020, the original and a copy of Respondent Credit Suisse Securities (USA) LLC's Responses and Objections to Complainant Colleen Graham's First Request for Production of Documents was served by electronic mail on the following:

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By: _____