

procedures to assure compliance with § 1681d(a)(1) of the Act in regard to providing consumers with disclosures that investigative reports include information as to Plaintiff's character, general reputation, personal characteristics and mode of living.

- c. By willfully and/or negligently failing to disclose to Plaintiff her right to request additional disclosures of the nature and scope of the investigation, in violation of § 1681d(a)(1) of the Act.
- d. By willfully and/or negligently failing to maintain reasonable procedures to assure compliance with § 1681d(a)(1) of the Act in regard to disclosing to consumers their rights to request additional disclosures of the nature and scope of the investigation.

PRAYER FOR RELIEF

THEREFORE, Plaintiff prays that the court grant:

- a) actual damages in the amount of \$5,000 as to her First Cause of Action;
- b) punitive damages in the amount of \$50,000 as to her First Cause of Action;
- c) actual damages in the amount of \$5,000 as to her Second Cause of Action;
- d) punitive damages in the amount of \$50,000 as to her Second Cause of Action;
- e) attorney fees; and
- f) costs.

[Attorney for Plaintiff]

I.2 Sample Interrogatories

I.2.1 Interrogatories—Accuracy

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF YOUR STATE

| | |
|---------------------------|--------------|
| _____) | |
| HENRY S and MARY S) | |
|) | |
| v.) | |
|) | |
| EQUIFAX CREDIT) | |
| INFORMATION SERVICES,) | |
| INC., DATAFAX CREDIT) | |
| SERVICES D/B/A) | |
| RESIDENTIAL REPORTING) | |
| SERVICES, INC. A/K/A) | |
| DATAFAX CREDIT BUREAU) | |
| OF FLORIDA, TRW INC.) | CIVIL ACTION |
| D/B/A TRW CREDIT DATA) | NUMBER: |
| A/K/A TRW INFORMATION) | JURY TRIAL |
| SYSTEMS AND SERVICES,) | REQUESTED |
| THE CREDIT BUREAU,) | |
| INCORPORATED OF) | |
| GEORGIA A/K/A CBI A/K/A) | |
| EQUIFAX CREDIT) | |
| INFORMATION SERVICES,) | |
| INC., TRANS UNION) | |
| CORPORATION A/K/A) | |
| DYNA-FIN, INC., and) | |
| MERCHANTS ASSOCIATION) | |
| OF FLORIDA, INC., A/K/A) | |
| MERCHANTS ASSOCIATION) | |
| CREDIT BUREAU, INC.) | |
| _____) | |

INTERROGATORIES TO DEFENDANT, EQUIFAX CREDIT INFORMATION SERVICES, INC.

To: EQUIFAX CREDIT INFORMATION SERVICES, INC.
through its attorney of record:
Myself, Esq.

PLEASE TAKE NOTICE that you are hereby notified and required to respond to the following Interrogatories propounded by Plaintiffs herein, through their attorney of record, Myself, Esq., 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 informa-

tion 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 which 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, 1993, 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 EQUIFAX CREDIT INFORMATION SERVICES, INC., 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, including, for example, "CSC Credit Services, Inc.," "CBI," and their connected companies, whether or not separately incorporated. You may also be referenced herein simply as "Equifax."

2. "Document(s)" shall mean and include any printed, type-written, handwritten or otherwise recorded matter of whatever character, including specifically, but not exclusively, and without limiting the generality of the foregoing, letters, 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, maga-

zines, 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. "Audit Trail" means a complete, detailed listing of each and every alteration, deletion, inquiry into, modification or other change to the credit report or profile as maintained in recorded form, in the broadest sense, by "you." The listing should include the identity, address, employer and title of the person(s) taking the action, the identity, address, employer and title of the person(s) authorizing the action, a detailed explanation of the action taken, the date of the action, the means used to effect such action, the location of origin of the action and the reason the action was taken. The term "audit trail" also includes the definition provided for the phrase in the Federbush, Federal Trade Commission and Formal Staff Opinion Letter, March 10, 1983.

4. "Data" means the physical symbols in the broadest sense, that represent information, regardless of whether the information is oral, written or otherwise recorded.

5. "Data field" means any single or group of character(s), number(s), symbol(s) or other identifiable mark(s) maintained in a permanent or temporary recording which represent, in any way, an item or collection of information. "Data field" includes all types of data whether maintained in integer, real, character or boolean format.

6. "Database" or "databank" means any grouping or collection of data field(s) maintained, in any format or order, in any permanent or temporary recorded form.

7. "Hardware" means the physical components of a computer or any device capable of maintaining recorded data.

8. "Software" means the entire set of computer programs, procedures, documentation, or other recorded instructions which guide a mechanical device or human in the operation of the computer or mechanical device.

9. "Computer" means any and all programmable electronic devices or apparatuses, including hardware, software, and other databanks, that can store, retrieve, access, update, combine, rearrange, print, read, process or otherwise alter data whether such data are maintained in that device or at some other location. The term "computer" includes any and all magnetic recordings or systems, systems operating on or maintaining data in digital, analog, or hybrid format, or other mechanical devices, or other devices capable of maintaining writings or recordings, of any kind, in

condensed format, and includes any disk, tape, recording, or other informational source, regardless of its physical dimension or size.

10. "Format" means the general makeup or general plan of organization or arrangement of data.

11. "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.

12. "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.

13. "Credit worthiness" means any item of information which, in any way, represents or bears upon the credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of a person.

14. "Credit issuer" means any person who extends, purchases or takes assignments of credit to any consumer(s), as the whole or part of their business, regardless of the nature of the arrangement between the consumer and the person issuing credit.

15. "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.

16. "Describe" means to represent or give an account of in words.

17. "Security Assessment" means any method of determining the effectiveness of security or continuity measures in dealing with security-related or continuity-related risks.

18. "Security-related" means maintaining the integrity of and controlling access to data.

19. "Continuity-related" means preventing, mitigating and recovering from disruption of computer operation.

20. "Information Security Programs" are those programs, computer-based or otherwise, which support your overall goals while enabling only authorized users to use your computer [system] and enabling the computer processes to function as designed.

21. "User" means any person or computer which interacts with a different computer.

22. "Access Programs" means those programs, physical or computer-based, which insure authorization, identification, verification, access control, accountability and security audit of your consumer credit database.

23. "Information Protection Architecture" means a statement of the overall design and operating objectives for the security, continuity and control of your consumer credit database.

24. "Consumer Credit Database" is intended to mean the entire Equifax consumer credit network, including but not limited to text file mode, file purge, file reorganization mode, all operator preamble, identification and password modes, and all other single or overlaying programs, applications and/or systems, and does include, but is not limited to, the main operating system.

25. "Personal Identifiers" means a person's name or social security number or other unique data which identifies or is associated with a particular "person."

26. "Credit scoring" refers to numerical assessments, provided

by you or any other consumer reporting agency to a subscriber, designed to grade the specific consumer and calculate the risk of granting credit. This term includes all forms of scoring including, but not limited to, application scoring, behavior scoring and credit bureau scoring.

27. "Application scoring" refers to your programs designed to evaluate information on a consumer's application and the consumer's existing credit bureau report, as found on your database, using certain characteristics in predicting repayment.

28. "Behavior scoring" refers to your program designed to assess the credit risk of current customers of your subscriber. The assessment results from an analysis of the targeted consumer's purchase and payment history with your subscriber.

29. "Credit Bureau scoring" refers to your programs to assess the credit risk of a targeted consumer based upon a comparison of that consumer's credit report data with the data from credit reports of other consumers on your consumer credit database using your predetermined characteristics and algorithm to predict future payment behavior of the targeted consumer.

30. "Plaintiffs' Disclosure Documents, Bates Stamped" refers to a full set of Bates stamped, non-privileged documents voluntarily produced for inspection to all opposing counsels of record in this action by counsel for Plaintiffs.

31. "Plaintiffs" refers to Henry S and Mary S, husband and wife, individually or collectively.

32. "Other Defendant" means any Defendant(s) in the above entitled and captioned action except EQUIFAX CREDIT INFORMATION SERVICES, INC., jointly or separately.

33. "Block" means a group of words, characters or digits that are held in one section of an input/output medium and handled as a unit; e.g., the data recorded on a punched card, or the data recorded between two interblock gaps on a magnetic tape.

34. "Blocking" means combining two or more records into one block usually to increase the efficiency of computer input and output operations.

35. "Block Size" is the number of records per block multiplied by the record size.

36. "CAFE" means the system of programs that processes CBI/Equifax customer tapes.

37. "Byte" means a group of adjacent bits operated on as a single unit and usually shorter than a word.

38. "Program" means the following: (1) a plan for solving a problem; (2) to devise a plan for solving a problem; (3) a computer routine (i.e., a set of instructions arranged in proper sequence to cause a computer to perform a particular process); (4) to write a computer routine.

39. "Gorilla" means a massive update of the CBI/Equifax consumer credit database.

40. "Header record" means a machine readable record at the beginning of a file containing data identifying the file and data used in file control.

INTERROGATORY NO. 1:

Identify the names, addresses, and telephone numbers of all persons who have personal knowledge of any of the facts, events, or matters that are alleged in plaintiffs' complaint, your answer, anticipated answer and/or defenses thereto and describe and explain your understanding of the matters on which the persons named have knowledge.

ANSWER:

INTERROGATORY NO. 2:

Identify all correspondence or documents that refer or relate to any correspondence or communication between you and any other defendant in this action, as well as any potential credit grantors or mortgage grantors relating or referring to the facts, acts, events, or matters alleged in plaintiffs' complaint, or your answer, anticipated answer and/or defenses thereto.

ANSWER:

INTERROGATORY NO. 3:

Identify each person whom you may call as an expert witness at trial including name, business address, and telephone number, and the substance of the facts and opinions to which the expert may testify, and summarize the grounds for each opinion.

ANSWER:

INTERROGATORY NO. 4:

Please state whether you have reported any or all of the following accounts or public records data about either or both plaintiffs and, in connection with your response, please identify the recipients of such reports, the manner reported, the identifying data connected with the report, and explain and describe the manner and identifiers under which you received the information from your subscriber(s):

- (1) Stern's, account number XYZ, opened in 1985;
- (2) American Express TRS, account number ABC, reported as "paid collection;"
- (3) First Card, account number LMN, opened in 1969;
- (4) Stern's, account number XYZ;
- (5) Sak's, account number ABC;
- (6) Nassau County Tax Judgment, number LMN;
- (7) Monogram Bank Inquiries;
- (8) Addresses in the States of New York or Georgia appearing on plaintiff's consumer reports;
- (9) "Gordon's Jewelers," account no. XYZ;
- (10) "Bailey, Banks & Biddle," account no. ABC;
- (11) "Barnett Bank," account no. LMN;
- (12) "Wexler & Wexler," account no. XYZ;
- (13) "Merchant Legal Services," account no. ABC;
- (14) "Merchant Legal Services," account no. LMN;
- (15) "Ford Motor Credit Corp." account;
- (16) "Zell" credit account;
- (17) Any and all tax liens, judgments, Equifax collection accounts or data reported in the identifiers of "Henry S, [Address]."

ANSWER:

INTERROGATORY NO. 5:

State all of the facts and describe all actions you took, including not limited to correspondence and communications with any consumer reporting agency, creditor or potential creditor, with regard to or which in any way references either or both Plaintiffs and/or any of the accounts listed in Interrogatory Number 4 herein above.

ANSWER:

INTERROGATORY NO. 6:

State your procedures designed to assure the maximum possible accuracy of the information in your consumer credit database and consumer reports you issued.

ANSWER:

INTERROGATORY NO. 7:

If any document that is or would have been responsive to Plaintiff's Requests for Production of Documents to you was destroyed, lost, mislaid, or otherwise missing, identify the document, state the date of and reason for its destruction, and identify all persons having knowledge of its contents and/or the reason for its destruction.

ANSWER:

INTERROGATORY NO. 8:

If any document responsive to Plaintiff's Request for Production of Documents to you is withheld from production, identify each such document by date, title, subject matter, length and the request to which it is potentially responsive and state the reason for withholding production, and identify each person to whom the document was sent, shown, or made accessible, or to whom it was explained.

ANSWER:

INTERROGATORY NO. 9:

State whether you have reported data on either or both plaintiffs' consumer reports which is inaccurate and, if so, state why such inaccurate information was placed on his/her/their consumer report(s), state the date(s) such report(s) was (were) issued, to whom the report(s) was (were) issued, and state what you could and should have done to prevent the inaccurate data from being reported on his/her/their consumer report(s).

ANSWER:

INTERROGATORY NO. 10:

State your procedures designed to assure the proper reinvestigation of disputed consumer data and the overall accuracy of the information in your consumer credit database and consumer reports you issued.

ANSWER:

Respectfully submitted,
[Attorney for Plaintiff]

I.2.2 Interrogatories—Metro 2 Format

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

_____)
John Consumer and Judy)
Consumer,)
Plaintiffs,)
)
v.)
)
Collectech Systems, Inc. and)
Experian Information Solutions,)
Inc.,)
Defendants.)
_____)

[For Instructions and Definitions, see I.3.2, *infra*.]

INTERROGATORIES

8. Please state the full name, address, job title, occupation and name and address of the present employer of each person answer-