

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE: ESTATE OF LARRY W. COOK,)	
Deceased)	
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JANINE SATTERFIELD, in Her Capacity)	
as Administrator for the Estate of Larry W.)	
Cook, Deceased)	
Plaintiff,)	
)	
v.)	Case No. 1:23 – cv-000009 CMH/LRV
)	
WELLS FARGO BANK, N.A., et al.,)	
)	
Defendants.)	
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**PLAINTIFF’S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO
DEFENDANT WELLS FARGO BANK, N.A.**

TO: WELLS FARGO BANK, N.A.
C/O Heather B. Chaney, Esq.
MCGUIRE WOODS
1750 Tysons Boulevard, Suite 1800
Tysons, VA 22102
Tel: (703) 712-5015
Fax: (703) 712-5236
hchaney@mcguirewoods.com

COMES NOW the Plaintiff, **JANINE SATTERFIELD, in Her Capacity as Administrator for the Estate of Larry W. Cook, Deceased**, by counsel, pursuant to Rule 34 of the Federal Rules of Civil Procedure, and requests that **WELLS FARGO BANK, N.A. (“WELLS FARGO”)**, produce the following described documents and/or things at the office of **Hale Ball Murphy, PLC**, 10511 Judicial Drive, Fairfax, Virginia 22030, within thirty (30) days service hereof. However, in lieu of personally producing said documents at the aforesaid time and place, you may mail or deliver same to the undersigned attorney, at his/her office, in a manner calculated

to arrive at or prior to said time.

INSTRUCTIONS

- (a) These requests are continuing so as to require you to supplement your responses if you obtain further or different material before trial;
- (b) Unless otherwise indicated, these requests refer to the time, place and circumstances of the occurrence mentioned or complained of in the pleadings;
- (c) These requests include material in the possession or control of you, your next friend, guardian, representatives and, unless privileged, attorneys;
- (d) “**Documents**” are defined to include, but are not limited to, writings, drawings, graphs, charts, photographs, records, tapes and other recordings on any media which a suitable detection device can be used to translate the information into a readable or useful form;
- (e) Requested material, in regard to which, you assert a claim of privilege or work product, should be listed and identified in such a manner and in sufficient detail that the Court may make a determination of the applicability of such claim, and shall conform to the parameters set forth in the parties’ Discovery Plan, this Court’s Orders and the Rules of Civil Procedure;
- (f) Legible copies can be produced in lieu of the originals;
- (g) Navy Federal Credit Union is hereinafter referred to as “NFCU”.
- (h) Unless otherwise stated in the Request, “you” and “your” shall refer to Wells Fargo Bank, N.A.

REQUEST FOR PRODUCTION OF DOCUMENTS

See Private Addendum attached for information regarding Larry W. Cook.

1. For all accounts titled or held in the name of Larry W. Cook, either individually or jointly with any other person or entity, copies of all signature cards, customer service agreements, beneficiary designations (including but not limited to pay-on-death or transfer-on-death designations), applications for account, and other documents establishing or changing account(s). Your response should include, but not be limited to, all requests to establish accounts, appoint or change beneficiaries, request an increase in lines of credit, request a change of addresses (mailing and/or e-mail), and/or requests for online access.

RESPONSE:

2. Produce a copy of any and all Bank Security protocols manuals regarding or relating to Wells Fargo Bank, N.A.'s security measures and protocols with respect to wire transfers, loans, electronic funds transfers, etc. in effect for the period of September 1, 2020 through April 29, 2021.

RESPONSE:

3. Produce a copy of all Bank Secrecy Act Suspicious Activity Reports, or other reports that are mandated under state or federal law, made in connection with wire transfers made by Larry W. Cook for the time period of September 1, 2020 through April 29, 2021.

RESPONSE:

4. For all accounts titled or held in the name of Larry W. Cook, either individually or jointly with any other person or entity, produce copies of any and all waivers, releases, agreements, etc. between Larry W. Cook and Wells Fargo Bank, N.A.

RESPONSE:

5. A copy of any and all agreements between Wells Fargo Bank, N.A. and Navy Federal Credit Union for the processing of international wire transfers in effect for the time period of September 1, 2020 through April 29, 2021.

RESPONSE:

6. A copy of any and all agreements between Wells Fargo Bank, N.A. and Navy Federal Credit Union relating to any correspondent bank relationship between Wells Fargo Bank, N.A. and NFCU in effect for the time period of September 1, 2020 through April 29, 2021.

RESPONSE:

7. Copies of any and all internal communications, notes, emails, messages, etc. regarding Larry W. Cook's capacity or concerns raised by any officer, director, agent, teller or employee of Wells Fargo Bank, N.A. regarding or related to Larry W. Cook's capacity for the time period of January 1, 2019.

RESPONSE:

8. Copies of any and all communications to any third parties, including but not limited to, Larry W. Cook's family, friends, caregivers, drivers, aids, assistants, guardians, agents, conservators, etc., regarding concerns regarding or related to Larry W. Cook's capacity for the time period of January 1, 2019.

RESPONSE:

9. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls, between any officers, agents, tellers, directors or employees of Navy Federal Credit Union and Wells Fargo Bank, N.A. regarding Larry W. Cook for the time period of January 1, 2019 through present.

RESPONSE:

10. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls, between any officers, agents, tellers, directors or employees of Wells Fargo Bank, N.A. and Fairfax County Adult Protective Services regarding Larry W. Cook for the time period of January 1, 2019 through present.

RESPONSE:

11. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls, between any officers, agents, tellers, directors or employees of Wells Fargo Bank, N.A. and the Federal Bureau of Investigation (FBI) for the time period of January 1, 2019.

RESPONSE:

12. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls, and telephone calls, between any officers, agents, tellers, directors or employees of Wells Fargo Bank, N.A. and any member of any law enforcement agency or police department for any state or locality of any state for the time period of January 1, 2019 through present.

RESPONSE:

13. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls, and telephone calls, between any officers, agents, tellers, directors or employees of Wells Fargo Bank, N.A. and Gary Clayborn from the time period of January 1, 2019 through present.

RESPONSE:

14. Copies of any and all documents pertaining to a loan or information about a loan allegedly owed by Larry W. Cook to any person or entity located in Thailand for the time period of January 1, 2019 through present.

RESPONSE:

15. Copies of any and all documents pertaining to any loans between Larry W. Cook and any third party or the beneficiary of any international wire transfer for the time period of January 1, 2019 through present.

RESPONSE:

16. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls between Wells Fargo Bank, N.A. and Larry W. Cook for the time period of January 1, 2019 through present.

RESPONSE:

17. Copies of any loan documents provided by Larry W. Cook to any officer, director, agent, teller or employee of Wells Fargo Bank, N.A. for the time period of January 1, 2019 through present.

RESPONSE:

18. Copies of any and all communications, including but not limited to letters, emails, text messages, telephone messages, electronic or instant messages, memoranda, notes, audio recordings, and/or documents written to memorialize telephone calls between Wells Fargo Bank, N.A. and the Bank of Thailand regarding or relating to Larry W. Cook and/or wire transfers out of any account held by Larry W. Cook.

RESPONSE:

19. Copies of all documentation related to any wire transfer initiated by Larry W. Cook from an account in his name maintained at Wells Fargo Bank, N.A. for the time period of January 1, 2019 through April 29, 2021.

RESPONSE:

20. Copies of all documentation related to any wire transfer processed by Wells Fargo Bank, N.A. in its capacity as a correspondent or intermediary bank for NFCU, which was initiated by Larry W. Cook from an account in his name maintained at NFCU for the time period of September 1, 2020 through April 29, 2021. Your response should include, but not be limited to, all communications between Wells Fargo Bank, N.A. and NFCU, and all communications between Wells Fargo Bank, N.A. and any third-party, including e-mails, telex, facsimiles, SWIFT messages, along with any documents related to the funds transfers, wiring instructions, payment instructions, payment orders.

RESPONSE:

Respectfully submitted,

**JANINE SATTERFIELD, in Her
Capacity as Administrator for the Estate
of Larry W. Cook,
By Counsel**

HALE BALL MURPHY, PLC



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Counsel for Plaintiff

CERTIFICATE OF SERVICE


I hereby certify that on March 31, 2023, I sent a true and correct copy of the foregoing Request for Production of Documents to the following by electronic mail and facsimile transmission:

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