

STATE OF NORTH CAROLINA

File No.

20-CVS-7801

MECKLENBURG County

In The General Court Of Justice
 District Superior Court Division

Name Of Plaintiff
 NIRAV INGREDIENTS, INC & ASH INGREDIENTS, INC d/b Parton & Associates, PLLC

Address
 122 N. McDOWELL ST.

City, State, Zip
 CHARLOTTE, NC 28204

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

VERSUS

Name Of Defendant(s)
 WELLS FARGO BANK, N.A.

Date Original Summons Issued
 6/5/2020

JOHN DOE(s)

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
 WELLS FARGO BANK, N.A.
 101 N. Phillips Avenue Sioux Falls MN 57104
 2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608

Name And Address Of Defendant 2
 JOHN DOE(s)



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
 JOSEPH H. POWELL & COREY V. PARTON
 PARTON & ASSOCIATES, PLLC
 122 N. McDowell St.
 Charlotte NC 28204

Date Issued
 6-5-2020
 Time
 12:34 AM PM
 Signature
 Emily J. Brown
 Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)
 This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement
 Time
 AM PM
 Signature
 Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- Other manner of service (specify)

- Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- Other manner of service (specify)

- Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (type or print)
Date Of Return	County Of Sheriff

STATE OF NORTH CAROLINA

File No.

20-CVS-

MECKLENBURG County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
NIRAV INGREDIENTS, INC c/o PARTON & ASSOCIATES, PLLC
122 N. McDowell St.
Charlotte, North Carolina 28204

Name And Address Of Plaintiff 2
ASH INGREDIENTS, INC c/o PARTON & ASSOCIATES, PLLC
122 N. McDowell St.
Charlotte, North Carolina 28204

GENERAL CIVIL ACTION COVER SHEET
INITIAL FILING SUBSEQUENT FILING

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1
WELLS FARGO BANK, N.A.
101 N. Phillips Avenue Sioux Falls MN 57104
2626 Glenwood Avenue, Suite 550 Raleigh, NC 27608

Name And Address Of Attorney Or Party, If Not Represented
JOSEPH H. POWELL & COREY V. PARTON
PARTON & ASSOCIATES, PLLC
122 N. McDOWELL ST.
CHARLOTTE, NC 28204

Summons Submitted
Yes No

Telephone No. Cellular Telephone No.
(704) 376-4488

Name And Address Of Defendant 2
JOHN DOE(s)

NC Attorney Bar No. Attorney Email Address
49471 POWELL@PARTONNC.COM

Summons Submitted
Yes No

Initial Appearance in Case Change of Address

Name Of Firm Fax No.
PARTON & ASSOCIATES, PLLC (704) 731-0904e

Counsel For
All Plaintiffs All Defendants Only: (list party(ies) represented)

Jury Demanded in Pleading Complex Litigation Stipulate to Arbitration

TYPE OF PLEADING

- (check all that apply)
Amend (AMND)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Assess Costs (COST)
Answer/Reply (ANSW-Response) (see Note)
Change Venue (CHVN)
Complaint (COMP)
Confession Of Judgment (CNFJ)
Consent Order (CONS)
Consolidate (CNSL)
Contempt (CNTP)
Continue (CNTN)
Compel (CMPL)
Counterclaim (CTCL) Assess Court Costs
Crossclaim (list on back) (CRSS) Assess Court Costs
Dismiss (DISM) Assess Court Costs
Exempt/Waive Mediation (EXMD)
Extend Statute Of Limitations, Rule 9 (ESOL)
Extend Time For Complaint (EXCO)
Failure To Join Necessary Party (FJNP)

- Failure To State A Claim (FASC)
Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
Improper Venue/Division (IMVN)
Including Attorney's Fees (ATTY)
Intervene (INTR)
Interplead (OTHR)
Lack Of Jurisdiction (Person) (LJPN)
Lack Of Jurisdiction (Subject Matter) (LJSM)
Modification Of Child Support In IV-D Actions (MSUP)
Notice Of Dismissal With Or Without Prejudice (VOLD)
Petition To Sue As Indigent (OTHR)
Rule 12 Motion In Lieu Of Answer (MDLA)
Sanctions (SANC)
Set Aside (OTHR)
Show Cause (SHOW)
Transfer (TRFR)
Third Party Complaint (list Third Party Defendants on back) (TPCL)
Vacate/Modify Judgment (VCMD)
Withdraw As Counsel (WDCN)
Other (specify and list each separately)

CLAIMS FOR RELIEF

- | | | |
|--|--|---|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Money Owed (MNYO) | <input type="checkbox"/> Other (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. Chapter 44A (MVLN) | |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |
| <input type="checkbox"/> Injunction (INJU) | | |

Date 6/5/2020	Signature Of Attorney/Party <i>Jf All</i>
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FEES IN G.S. 7A-308 APPLY
 Assert Right Of Access (ARAS)
 Substitution Of Trustee (Judicial Foreclosure) (RSOT)
 Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY
 Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No.	<input type="checkbox"/> Additional Plaintiff(s)

No.	<input type="checkbox"/> Additional Defendant(s) <input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

20-CVS- 7801

100 101-5 P 2 23

NIRAV INGREDIENTS, INC. and ASH
INGREDIENTS, INC,

Plaintiffs,

PLAINTIFF'S COMPLAINT

v.

(Jury Trial Demanded)

WELLS FARGO BANK, N.A., & JOHN
DOE(s),

Defendants.

NOW COMES Plaintiffs Nirav Ingredients, Inc. and Ash Ingredients, Inc. pursuant to Rule 7 of the North Carolina Rules of Civil Procedure, by and through the Undersigned Counsel, and complains of Defendant Wells Fargo Bank, N.A. and Defendant(s) John Doe(s) as follows:

PARTIES & JURISDICTION

1) Plaintiff Nirav Ingredients, Inc. ("Nirav Ingredients") is a corporation authorized to conduct business in the State of North Carolina, who formerly did business as Nirav Dye and Chemicals, Inc. Nirav Ingredients president is Himanshu Doshi ("Mr. Doshi").

2) Plaintiff Ash Ingredients, Inc. ("Ash") is a foreign corporation with its principal place of business located New Jersey.

3) Defendant Wells Fargo, N.A. ("Defendant Wells") is a corporation with its principal place of business being located in Sioux Falls, MN duly authorized to conduct business in North Carolina, with a registered address of 2626 Glenwood Avenue, Suite 550, Raleigh, NC 27608.

4) Defendant(s) sued as John Doe(s) ("Hacker") pursuant to N.C. Gen. Stat. §1-166 are person(s) or entities whose identities are not yet known to Nirav Ingredients or Ash. Nirav

Ingredients will seek leave of Court to substitute their true names when they become known. Hacker is known to Nirav Ingredients and/or Ash only by unauthorized wire transfers to Hacker's account that Hacker opened with Defendant Wells but were intended for Nirav Ingredients. Nirav Ingredients believes that the information obtained by discovery will lead to the identification of Hackers.

5) Jurisdiction is proper pursuant to N.C. Gen. Stat. §1-75.4(1)(d) because Defendant Wells is engaged in substantial activity within the State.

6) Jurisdiction is proper pursuant to N.C. Gen. Stat. §1-75.4(3) because Hacker caused injury to Nirav and Ash within the State.

7) Venue is proper in Mecklenburg County.

FACTS

I. Relationships of Parties

i. Nirav Ingredients Background

8) Nirav Ingredients is a family owned company that prides itself with doing business with parties who Nirav Ingredients believes will honor their obligations and while doing so those other parties will not knowingly subject Nirav Ingredients to extreme risk or harm. Nirav relies on its relationships with its business partners and has operated a successful business doing so for over 25 years.

9) Nirav Ingredients in the business of distributing chemicals and supplying a range of products such as textiles, paper, food, and other industries throughout the Americas. Nirav Ingredients was is currently focusing on supplying food and cosmetic grade products and ingredients.

ii. Nirav Ingredients Relationship with Defendant Wells

10) Nirav Ingredients was originally established in 1994 as a Florida based corporation.

11) Nirav Ingredients first bank account was opened with First Union and Nirav Ingredients' main business activities consisting of sales and purchase began in 1995. Nirav Ingredients then relocated its business to North Carolina in 1998, and has been a North Carolina corporation ever since.

12) Upon information and belief, First Union eventually was merged with Wachovia and Wachovia was then merged with Defendant Wells.

13) Since at least the year 1995 Nirav Ingredients has maintained a bank account with the entity that now exists at Defendant Wells.

14) Nirav Ingredients has maintained historical company financial data which allows Nirav Ingredients the ability to access and consolidate data regarding its resale income, purchases, expenses, etc. for a specific period of time.

15) From January 1, 1995, to January 31, 2020, the total resale income including commissions for Nirav Ingredients was over \$79,000,000.00 (seventy-nine million dollars). The purchases made during this period totaled over \$69,000,000.00 (sixty-nine million dollars). Every single one of these transactions was conducted through Nirav Ingredients relationship with Wells Fargo.

16) That is a total of \$148,000,000.00 (one hundred forty-eight million dollars) over a 25-plus year period that Nirav Ingredients caused or effected through Defendant Wells, or an entity that Defendant Wells assumed.

17) Upon information and belief, Defendant Wells benefited in the form of fees and costs related to these transactions.

18) It was Nirav Ingredients' prior experience and relationship with Defendant Wells, as well as Defendant Wells' name and standing in the business community that caused Nirav Ingredients to trust that Defendant Wells had proper security procedures and policies in place to safeguard Nirav Ingredient's financial livelihood.

iii. Nirav & Ash

19) Ash is one of Nirav Ingredient's Clients where Nirav Ingredients supplies Ash with chemicals in exchange for payment. Nirav and Ash have maintained a close business relationship and conducted multiple successful transactions over the past several years in amounts worth hundreds of thousands of dollars.

20) In May of 2019, Ash was to make payments on 2 invoices owed to Nirav Ingredients. Nirav Ingredients and Ash typically make these payments by electronic wire transfer services.

21) In fact, from the year 2018 to 2019 Ash made successful payments to Nirav Ingredients via wire transfer to Nirav Ingredients' account with Defendant Wells at least 10 times and in total amounts of more than \$730,000.00 (seven hundred and thirty thousand dollars).

22) Upon information and belief, Defendant Wells Fargo benefited financially from the successful transactions in the form of fees or other charges.

II. Fake Account & Fraudulent Transfers

i. Defendant Wells Allows Hacker to Open Fake Account

23) Without Nirav Ingredients' knowledge, Defendant Wells allowed Hacker to open a Wells Fargo Bank Account number ending in #XXXXXXX6081 ("Fake Account").

24) Nirav Ingredients did not open the Fake Account, is not the beneficiary of the Fake Account, and has no known association with the Fake Account. Defendant Wells has not disclosed the name associated with the Fake Account.

25) Upon information and belief, Defendant Wells failed to verify Hacker's identify before allowing Hacker to open the Fake Account. Since the Fake Account was opened with Defendant Wells there is no question that Defendant Wells knows, knew, or should have known the identity of the beneficiary of the Fake Account.

26) Nirav Ingredients correct account number with Defendant Wells is Wells Fargo Account number ending in #XXXXXXX8010 ("True Account").

27) Upon information and belief, Defendant Wells knows or should know that preventing fraudulent accounts from being opened for fraudulent wire purposes is necessary to protect the interest of its customers during a day and time that such internet fraud is so frequent¹.

ii. Hacker Sends Ash Fake Account Information for Payment

28) On May 16, 2019, Ash received what appeared to be an e-mail from Nirav Ingredients ("Hacked Email") related to making past due payments.

29) The Hacked Email came from Hacker with the email address of ndoshi@niravygroup.com when the correct email that the email should have come from was ndoshi@niravgroup.com. The Hacked Email from Hacker had an extra "v" in the middle of the of the email address after the "@" and before the ".com".

30) The Hacked Email directed Ash to wire the outstanding invoice funds to the Fake Account, providing the Fake Account Number, and listing Nirav Ingredients as the beneficiary name, and Nirav Ingredient's address as the beneficiary address.

¹ Federal Bureau of Investigation, *Business Email Compromise the \$26 Billion Scam*, ALERT NUMBER 1-091019-PSA (September 10, 2019), <https://www.ic3.gov/media/2019/190910.aspx> (last viewed May 28, 2020, 12:47PM).

31) Ash believed the Hacked Email to be true and Ash's bank executed wires that Defendant Wells accepted.

iii. Defendant Wells Knowingly Gives Hacker Nirav Ingredient's Money

32) Defendant Wells transferred the funds to the Fake Account even though Defendant Wells had previously transacted millions of dollars to Nirav Ingredient's True Account.

33) There was one transfer for Eighty-Three Thousand Nine Hundred Twenty-Five Dollars (\$83,925.00) on May 21, 2019 with Federal Reference Number for the transaction being *****011386, and another transfer for Eleven Thousand Eight Hundred Nineteen Dollars (\$11,819.00) on May 24, 2019 (both transfers, collectively referred to as, "Fraudulent Transfers").

34) By the time Nirav Ingredients discovered the Fraudulent Transfers in the beginning of June, Hacker had cleared the transferred funds from the Fake Account.

35) Defendant Wells transferred Nirav Ingredients' money without hesitation to confirm the source of the monies, the legitimacy of the transaction, without knowing the full and complete identities of the various individuals associated with the Fake Account into which the funds were received, and without detecting the clear signs of fraud related to the Fake Account and those who set up and used the account.

III. Nirav Ingredients Attempt to Work with Defendant Wells

36) Nirav Ingredients first notified Defendant Wells of the Fraudulent Transfers on June 3, 2019, via a phone conversation that was followed up with an email.

37) After many email exchanges between Nirav Ingredients and Defendant Wells, Defendant Wells informed Nirav Ingredients it had no obligation to realize when an account

number and name are inconsistent during a wire transfer procedure and that there was nothing further Defendant Wells could do for Nirav Ingredients.

38) Defendant Wells failed to provide any information about the Fake Account to Nirav Ingredients upon their request for such information.

39) Nirav Ingredients filed a complaint with the Consumer Financial Protection Board.

40) Before filing the above-captioned lawsuit Nirav Ingredients made formal demand upon Defendant Wells for reimbursement of the fraudulently transferred money which was transferred in violation of the covenant of good faith and fair dealing. Even though Defendant Wells received a formal demand for return of the monies Defendant Wells has failed and refused to pay Nirav Ingredients the money that Defendant Wells transferred into the Fake Account of Hacker that Defendant Wells allowed to open a Defendant Wells bank account.

IV. Defendant Wells' Failure to Protect Nirav Ingredients

41) Upon information and belief, Defendant Wells is well aware that its processes and procedures have allowed for repeated abuse of its system to conduct and facilitate fraudulent wire transfers².

42) Upon information and belief, Defendant Wells had knowledge of illegal and deceitful on-line banking activities³ and scams in the banking industry similar to the activity described above⁴, and because of that knowledge Defendant Wells was in a position to fully

² Wells Fargo Bank, N.A., *Business email compromise: The art of deception*, https://global.wf.com/hub_article/business-email-compromise-art-deception/ (last viewed May 28, 2020, 12:52PM).

³ Federal Bureau of Investigation, *2019 Internet Crime Report*, Page 9, https://pdf.ic3.gov/2019_IC3Report.pdf (last visited May 28, 2020 at 12:29pm).

⁴ John Breeden II, *Csoonline.com, How Abnormal Security Combats Business Email Compromise* (May 22, 2020) <https://www.csoonline.com/article/3542636/how-abnormal-security-combats-business-email-compromise.html>

appreciate the possibility of the harm that could be and was caused to Nirav Ingredients and therefore was and is in better position to safeguard against it.

43) Upon information and belief, Defendant Wells has, or should have knowledge, that business email compromise fraud has resulted in more losses than any other type of fraud in the U.S.⁵, yet Defendant Banks have failed to implement proper procedures which protect their customers from the exact circumstances which Plaintiffs have been damaged as a result of the Fraudulent Transfer.

44) Furthermore, Defendant Wells had, or should have had knowledge that international organized crime groups are regularly targeting businesses like Nirav Ingredients who work with foreign suppliers⁶.

45) Defendant Wells has chosen to look the other way when it knows in reality that business email compromise has resulted in more losses than other type of fraud in the United States⁷.

46) Defendant Wells provided a “Wire transfer quick reference guide for customers” (“Defendant Wells’ Instructions”) to Nirav Ingredients. A true and accurate copy of the Defendant Wells’ Instructions is attached as Exhibit 1.

47) Defendant Wells’ Instruction provides directions to Defendant Wells’ customers and business accounts, like Nirav Ingredients, that they should follow when receiving wire transfers in U.S. dollars. Specifically, Defendant Wells’ Instructions state, “[t]o avoid processing

⁵ Better Business Bureau, *Is That Email Really From the Boss? A BBB Study of Business Email Compromise* (September 25, 2019) <https://www.bbb.org/article/news-releases/20728-is-that-email-really-from-the-boss-a-bbb-study-of-business-email-compromise-scams>

⁶ Better Business Bureau, *BBB Tip: Business Email Compromise*, (February 27, 2020), <https://www.bbb.org/article/news-releases/16912-bbb-tip-business-email-compromise>.

⁷ Better Business Bureau, *BBB Business Tip: Top 10 scams targeting small business* (May 7, 2020), <https://www.bbb.org/article/news-releases/19932-bbb-warning-businesses-dont-fall-for-that-scam>.

delays, please use the following routing instructions for incoming wire transfers: ...Beneficiary acct. #...Your complete Wells Fargo Account number including leading zeros...Beneficiary account name and address...The name and address of your account as it appears on your statement[.]”

48) The second page of Defendant Wells’ Instructions goes on to say in order, “[r]educe the possibility of delays, additional fees, or loss or principal on outgoing wires[.]” its customers like Nirav Ingredients should “[b]e sure to provide complete Beneficiary Information including names, address and account number.”

49) Defendant Wells’ own information provided to its clients and customers charges Defendant Wells with the knowledge of inconsistencies in bank account number and beneficiary name and address.

V. Nirav Ingredient’s Injuries

50) Nirav Ingredients credit worthiness was immediately and severely impacted by Defendant Wells allowing Hacker to open the Fake Account and by transferring the funds to Hacker’s account when Defendant Wells new that the account number and the beneficiary name and address were inconsistent in the directions initiating the Fraudulent Transfer.

51) Defendant Wells conduct has also caused extreme health related issues to Mr. Doshi. Mr. Doshi was unexpectedly hospitalized on the evening of December 6, 2019, and eventually released on December 8, 2019, with a recommendation to having a stress test conducted.

52) Mr. Doshi had a stress test conducted on December 11, 2019, which resulted in immediate catheterization. The thankful result of the catheterization was the detection of a major blockage in Mr. Doshi’s heart. The major blockage required immediate bypass surgery that was

performed on December 13, 2019. Upon information and belief, it was Defendant Wells' conduct which triggered the stress causing such severe medical conditions to Mr. Doshi.

53) Aside from medical expenses related to Mr. Doshi's injuries, Mr. Doshi has incurred permanent physical scarring due to the surgeries performed on his body. The Bypass surgery left deep scars in his chest. Mr. Doshi also experienced scarring where incisions were made and tubes were inserted. The neurosurgery required a metal plate be permanently inserted in the skull where the surgery was performed.

54) Upon information and belief, the conduct of Wells Fargo allowing Hacker to open the Fake Account and facilitating the Fraudulent Transfers when Defendant Wells knew such harmful conduct could occur to Nirav Ingredients but failed to take any action in preventing or correcting the fraud caused the onset of stress incurred by Mr. Doshi.⁸

FIRST CLAIM FOR RELIEF

Negligence – Defendant Wells

55) The previous paragraphs are realleged and incorporated by reference.

56) Nirav Ingredients is a customer of and/or has maintained a relationship with Defendant Wells for more than 25 years by virtue of its account that Nirav Ingredients has maintained with Defendant Wells, by virtue of the millions of dollars that Defendant Wells has conducted and transacted business with Nirav Ingredients, and by virtue of the benefits Defendant Wells has derived from those transactions.

57) At all time that Nirav Ingredients has maintained a relationship, and/or a business account, with Defendant Wells Nirav Ingredients has complied with any duties Nirav Ingredients

⁸ University of Rochester Medical Center, *Stress Can Increase Your Risk for Heart Disease*, <https://www.urmc.rochester.edu/encyclopedia/content.aspx?ContentTypeID=1&ContentID=2171> (last visited May 28, 2020, 12:22PM).

may have owed to Defendant Wells, and/or performed all obligations, conditions and agreements imposed by any such agreement entered into with Defendant Wells Fargo.

58) Upon information and belief, Defendant Wells has benefited financially from Nirav Ingredients' relationship, acquiring in the course of that relationship confidential and personal information about the Nirav Ingredients that it retains and/or continues to use in its business.

59) Upon information and belief, for purposes of the wire transfers at issue Defendant Wells charged, received and retained fees from Nirav Ingredients, which it retains.

60) Nirav Ingredients contends that Defendant Wells was negligent in the following ways:

- a. Defendant Wells failed to exercise a duty of due care that arises by statute, knowledge of the risk, and commercially reasonable banking practices;
- b. Defendant failed to act with due care upon Nirav Ingredients notifying Defendant Wells of the fraudulent activity;
- c. Defendant failed to act with due care by failing to have in place established, commercially reasonable, and adequate security procedures:
 - i. To prevent Hacker from opening the Fake Account;
 - ii. To notify Nirav Ingredients when Nirav Ingredient's name and address were being used to conduct a transaction with another Defendant Wells account that was not the True Account nor opened by Nirav Ingredients;
 - iii. To adequately train, educate and continue to train, educate, and supervise Defendant Wells personnel in security policies, practices, and procedures, and those commercially reasonable security policies, practices, and procedures customarily used in the banking industry, including the

prevention of the opening of the Fake and Account and subsequent Fraudulent Transfers;

iv. Which prevent the opening of fraudulent accounts that use identifying information which tends to appear similar, cause confusion, or replicate those of their existing customer's such as Nirav Ingredients, and those which are customary and commercially reasonable within the banking industry

d. Defendant Wells failed to act with due care by failing to zealously protect Nirav Ingredients' money from risk of fraud which risk was well known the Defendant Wells because the circumstances surrounding the frequency of business email compromise fraud placed Defendant Wells under a duty to use that degree of care which a reasonable person would under the same or similar circumstances.

e. Upon information and belief, failed to act with due care because Defendant Wells knew the risk of harm to Nirav Ingredients caused by its systems and business email compromise fraud, yet:

- i. Defendant Wells failed to prevent the Fake Account from being opened;
- ii. Defendant Wells failed to monitor or flag the Fake Account prior to its use against Nirav Ingredients;
- iii. Defendant Wells failed to freeze the Fake Account after the wire transfer to preserve Nirav Ingredients funds;
- iv. Defendant Wells failed to make any criminal investigation following Nirav Ingredients' report of fraud; or

- v. Otherwise Defendant Wells failed to assist Nirav Ingredients in any manner such that Nirav Ingredients' funds may be recovered;
 - f. Defendant Wells' breached a duty owed to Nirav Ingredients by failing to provide any assurances that further fraud will be prevented;
 - g. Defendant Wells' failure to have a system that identifies mismatches in wire transfers that have inconsistent account numbers and beneficiary names of it's own customers constitutes a breach of its obligations to Nirav Ingredients and the general public; and/or
 - h. Upon information and belief, Defendant Wells' failure to confirm and verify the true identity of a party attempting to open the new account with Defendant Wells is breach of duty owed to Nirav Ingredients
- 61) The breaches of duty by Defendant Wells were in conscious, reckless disregard of the rights of Nirav Ingredients.
- 62) The breaches of duty by Defendant Wells were intentional and failed to protect the safety of Nirav Ingredients.
- 63) Defendant Wells Fargo could and should have foreseen its conduct described above would probably produce the injury caused to Nirav Ingredients.
- 64) As a direct and proximate result of the negligent, careless, reckless, willful and wanton acts and omissions of Defendant Wells, Nirav Ingredients has been damaged in an amount in excess of \$25,000 to be proven through trial.

SECOND CLAIM FOR RELIEF

UCC Article 4A

- 65) The previous paragraphs are realleged and incorporated by reference.

66) Defendant Wells is a beneficiary bank, who received the Fraudulent Transfer orders from Ash's bank, who was a receiving bank.

67) The account number on the order referred to a party with a different name than that identified on the order.

68) Defendant Wells knew that the name and account number it received referred to different persons.

69) Under N.C. Gen. Stat. §25-4A-207(b)(2) no person has rights to the subject wire transfer funds.

70) Defendant Wells' acceptance of the payment order violated the North Carolina Uniform Commercial Code.

71) Nirav Ingredients has been damages by Defendant Wells breach of the North Carolina Uniform Commercial Code in an amount to include actual and consequential damages, costs and attorney's fees, to be proven at trial.

THIRD CLAIM FOR RELIEF

Unfair and Deceptive Trade Practices

72) The Previous paragraphs are realleged and incorporated by reference.

73) Defendant Bank's conduct including but not limited to:

- a. Failing to have proper procedures in place to prevent Hacker from opening the Fake Account;
- b. Knowingly transferring the Fraudulent Transfers to the Hacker's Fake Account;
- c. Instructing Nirav Ingredients to provide the account number, beneficiary name, and beneficiary address on all incoming wire transfers but then refusing to acknowledge that information when it was sent;

- d. Ignoring the dangers to all of its customers, but most specifically Nirav Ingredients, of rampant fraud via business email compromise schemes by flagging inconsistencies in transactions that involve its long-term customers and business relationships; and/or
 - e. Failing to take any reasonable action to assist Nirav Ingredients in recovering the Fraudulent Transfers;
- were unlawful, unethical, egregious, intended to deceive Nirav Ingredients, and in violation of the ethos of the marketplace.

74) The conduct described above involves opening of financial bank accounts and the exchange of money and was therefore in and affective commerce.

75) Defendant Bank's conduct described above exceeds the bounds of fair and ethical competition, and therefore constitutes an unfair method of competition in or affecting commerce and is an unfair or deceptive act or practice under N.C. Gen. Stat. § 75-1.1 *et. seq.*

76) If Defendant Wells is found in violation of the North Carolina Unfair and Deceptive Trade Practices Act then Nirav Ingredients is entitled to actual and trebled damages, as well as, costs including attorney's fees according to N.C. Gen. Stat. §75-16 & §75-16.1.

77) Defendant Bank's conduct has damages Nirav Ingredients in excess of Twenty-Five Thousand Dollars (\$25,000) to be proven at trial.

FOURTH CLAIM FOR RELIEF

Conversion by Hacker

78) The previous paragraphs are realleged and incorporated by reference.

79) Hacker unauthorizedly assumed and exercised control over the Fraudulent Transfers.

80) Until Hacker came into possession of the Fraudulent Transfers Nirav Ingredients was the funds lawful owner and was entitled to immediate possession

81) Hacker wrongfully converted the Fraudulent Transfers in question to his own use.

82) Nirav Ingredients has been damaged by Hacker's conversion of the Fraudulent Transfers in an amount to be proven through trial.

FIFTH CLAIM FOR RELIEF

Fraud by Hacker

83) The previous paragraphs are realleged and incorporated by reference.

84) Hacker made a false representation of a material past fact by sending the Fake Account Number to Ash pretending to have sent the Fake Account from Nirav Ingredients.

85) The false representation was reasonably calculated to deceive Ash into making payment to Hacker.

86) Hacker made the false representation with the intent to deceive and with the intent that it be acted upon.

87) Ash' reliance upon the false representation was reasonable.

88) Nirav Ingredients and/or Ash suffered damages proximately caused by Hacker's false representation in an amount to be proven through trial.

SIXTH CLAIM FOR RELIEF

Computer Trespass & Violation of N.C.G.S. 14-458 & §1-539.2A

89) The previous paragraphs are realleged and incorporated by reference.

90) Under North Carolina law it is illegal to make or cause to be made an unauthorized copy, in any form, including, but not limited to, any printed or electronic form of computer data,

computer programs, or computer software residing in, communicated by, produced by a computer or computer network.

91) Hacker violated this statute by generating the fake email address appearing to be an email from Nirav, and by the Fake Account number and transmitting that account number to Ash with Nirav Ingredients name and address listed as the beneficiary of the Fake Account.

92) Per the North Carolina law, Nirav Ingredients is entitled to recover damages and costs of bringing this suit, in an amount to be proven through trial.

SEVENTH CLAIM FOR RELIEF

Money Had & Received

93) The previous paragraphs are realleged and incorporated. by reference.

94) Hacker has money in its possession the belongs to Nirav Ingredients.

95) In equity and good conscious, Hacker ought to pay that money to Nirav Ingredients.

WHEREFORE, Nirav Ingredients respectfully prays upon this Court:

1) Find that Defendant Wells was negligent;

2) Find that Defendant Wells negligence proximately caused damages to Nirav Ingredients;

3) Order Defendant Wells to pay all legally available damages to Nirav Ingredients;

4) Find that Defendant Wells violated the North Carolina Uniform Commercial Code;

5) Order Defendant Wells to pay all legally available damages to Nirav Ingredients as a result of Defendant Wells' violation of the NC UCC;

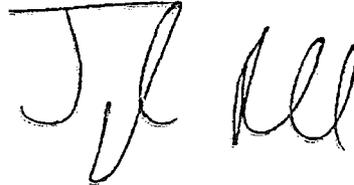
6) Find that Defendant Wells violated the North Carolina Unfair and Deceptive Trade Practices Act;

- 7) Order that Defendant Wells pay Nirav Ingredients actual damages, treble damages, and costs including reasonable attorney's fees pursuant to N.C. Gen. Stat. §75;
- 8) Find that Hacker committed conversion against Nirav Ingredients;
- 9) Order Hacker to pay all legally available damages to Nirav Ingredients as a result of the conversion;
- 10) Find that Hack committed fraud against Nirav Ingredients and/or Ash;
- 11) Order Hack to pay all legally available damages to Nirav Ingredients and/or Ash as result of Hacker's fraud;
- 12) Find that Hacker violated the North Carolina Computer Trespass statutes;
- 13) Order that Hacker pay Nirav Ingredients all legally available damages as a result of Hacker's violation of the NC Computer Trespass statutes;
- 14) Find and Order that Hacker pay the Fraudulent Transfers to Nirav Ingredients; and
- 15) For any other and further relief as the Court deems just and proper.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

This the 5 day of June, 2020.



Joseph H. Powell
Corey V. Parton
Parton & Associates, PLLC
NC Bar No. 49471
NC Bar No. 45682
122 N. McDowell St.
Charlotte, NC 28202
Tel (704) 376-4488
Fax (704) 731-0904
Powell@PartonNC.com
Parton@PartonNC.com
Attorneys for Plaintiffs

EXHIBIT 1

Wire transfer quick reference guide for customers

To initiate a voice activated wire you must be set up for this service. Please see your Wells Fargo representative for details. To initiate your wire please call Wells Fargo Wire Transfer Services toll free at 1-888-384-8400.

Press 1:

- to initiate a wire transfer
- to initiate a wire transfer investigation
- to initiate a same day repetitive wire transfer in U.S. Dollars only*

Press 2:

- to initiate all foreign currency wires*
- to initiate a repetitive wire with additional information*
- to initiate any other type of wire*
- to reach wire investigations*
- to inquire on wire status

Press 3:

- for wire instructions from a financial institution within the United States

Press 4:

- for wire instructions from a financial institution from outside the United States

Press 5:

- for wire approval

Press 0:

- to speak with an agent

*Only available before 4:30 p.m. CT

Department hours — Monday — Friday

Same-day wire initiation hours	7:00 a.m. to 4:30 p.m. CT*
Wire transfer between two Wells Fargo accounts	7:00 a.m. to 7:00 p.m. CT*
Future dated wire initiation hours	7:00 a.m. to 7:00 p.m. CT*
Customer service hours	7:00 a.m. to 8:00 p.m. CT*
Spanish language hours	7:00 a.m. to 7:00 p.m. CT*

*(Central Time = +1 hour for Eastern Time/ -1 hour Mountain Time/ -2 hours Pacific Time/ -3 hours Alaska Time)

Please have the following required information ready

- Your complete Wells Fargo account number
- Your PIN
- Your wire repetitive number (if applicable)
- The amount of the funds to be transferred
- The currency type for international wire transfers
- Beneficiary bank routing instructions
- Beneficiary account number, Mexican CLABE #, or International Bank Account Number (IBAN)
- Beneficiary name and address, including city and country
- Any additional information for the receiving bank or Beneficiary (i.e., invoice numbers, loan payment, etc.)

Wire transfer daily deadlines

Requests received after deadlines will be processed the next business day.

12:00 p.m. CT*	Same-day wires to Mexico in Pesos and wires to Canada in Canadian Dollars
3:00 p.m. CT*	Tax payments
3:00 p.m. CT*	Outgoing international wire transfers from a consumer account
4:30 p.m. CT*	Outgoing domestic and international wire transfers and outgoing drawdowns
5:00 p.m. CT*	Bank settlement transfers (correspondent banks only)
5:30 p.m. CT*	Incoming wires
7:00 p.m. CT*	Same-day wire transfers between two Wells Fargo accounts

*(Central Time = +1 hour for Eastern Time/ -1 hour Mountain Time/ -2 hours Pacific Time/ -3 hours Alaska Time)

Routing instructions for incoming wire transfer
Wells Fargo can receive incoming wires in both U.S. and foreign currency.

For receiving wire transfers in U.S. dollar:
To avoid processing delays, please use the following instructions for incoming wire transfers:

For Domestic Wires	Wire Routing Transit Number (RTN/ABA) 121000248
For International	SWIFT/BIC code WFBIUS6S
Bank name	Wells Fargo Bank, N.A.
Bank address, city & state	420 Montgomery San Francisco, CA 94104 (regardless of where your account)
BNE/Field 4200	Your complete Wells Fargo account including leading zeros
Beneficiary acct. #	The name and address of your account appears on your statement
Beneficiary account name and address	
CHIPS Participant	0407

For receiving wires in foreign currency
To obtain routing instructions for incoming wire transfer in foreign currency, contact the International Com team at 1-877-593-2468 or visit:

www.wellsfargo.com/incominginternationalwiregu

If you have any questions regarding your wire service please call your Wells Fargo representative or the listed on your statement.

Together we®



Reduce the possibility of delays, additional fees, or loss of principal on outgoing wires.

- Be sure to provide complete Beneficiary Information including name, address and account number. (city and country are required for international wires).
- Be sure to provide complete Beneficiary Bank information including name, branch name, address, city, state, country, and ABA/RTN or SWIFT/BIC Code.
- For international wires be sure to include the International Routing Code (IRC) and International Bank Account Number (IBAN) for countries that require it.
- For international wires to Mexican banks be sure to include the CLABE account number in the Beneficiary instructions to ensure correct payment.
- If you are unsure of the Beneficiary information, please contact the recipient (Beneficiary) for complete routing instructions.
- When initiating Same-Day Canadian Dollar and Mexican Peso wires prior to the daily deadline of 12:00 p.m. CT, please be sure to indicate it is a same-day wire transfer.

Information for international wires

- 1. SWIFT Bank Identifier Code (SWIFT/BIC).** The 8 or 11 character SWIFT/BIC is a unique series of alpha numeric characters that help to identify a specific financial institution. The SWIFT/BIC should be obtained from the Beneficiary. To ensure timely delivery please be sure that international outgoing wires include the SWIFT/BIC where applicable.
- 2. International Routing Code (IRC):** Some countries throughout the international banking community have created international routing codes, which are used in combination with the SWIFT/BIC to aid in routing the payment through a main office to a branch. Each country has a specific name for their routing code (i.e., Sort Code in the United Kingdom, Canadian Payments Association Routing Numbers in Canada). Your Beneficiary must provide the international routing code to facilitate receipt of an international payment. Sending a wire without the IRC number can delay the wire, or the receiving bank may return the wire when this number is not included in the payment instructions, and additional fees may be assessed.
- 3. Indian Financial Services Code (IFSC):** Every Indian bank has a unique eleven (11) character alpha - numeric code identifying the bank branch to receive the wire transfer. To ensure timely delivery, please be sure that international outgoing wires include the IFSC where applicable.

4. International Bank Account Number (IBAN): The IBAN varies by country/institution. Warning! Only the bank servicing an account can provide the correct IBAN of that account and must be obtained from the Beneficiary of the wire. Sending a wire to a participating country without the IBAN can delay the wire, or the receiving bank may return the wire when the IBAN is not included in the payment instructions, and additional fees may be assessed.

Participating Countries that require an IBAN:

Albania	Guadeloupe	Pakistan
Andorra	Guatemala	Palestine (State of)
Austria	Hungary	Poland
Azerbaijan (Republic of)	Iceland	Portugal
Bahrain	Ireland (Republic of)	Qatar
Belgium	Isle of Man	Reunion Island
Bosnia and Herzegovina	Israel	Romania
Brazil	Italy	Saint Barthelemy
Bulgaria	Jordan	Saint Lucia
Channel Islands	Kazakhstan	Saint Martin
Costa Rica	Republic of Kosovo	Saint Pierre et Miquelon
Croatia	Kuwait	San Marino
Cyprus	Latvia	Saudi Arabia
Czech Republic	Lebanon	Serbia
Denmark	Liechtenstein	Slovak Republic
Dominican Republic	Lithuania	Slovenia
Estonia	Luxembourg	Spain
Faroe Islands	Macedonia	Sweden
Finland	Malta	Switzerland
France	Martinique	Timor-Leste
French Guiana	Mauritania	Tunisia
French Polynesia	Mauritius	Turkey
French Southern Territories	Mayotte	United Arab Emirates
Georgia	Moldova (Republic of)	United Kingdom
Germany	Monaco	Virgin Islands, British
Gibraltar	Montenegro	Wallis and Futuna Islands
Greece	Netherlands	
Greenland	New Caledonia	
	Norway	

5. Mexico CLABE Account Number: In addition to SWIFT/BIC Mexican banks now require an 18 digit account number be added to the Beneficiary instr to ensure payment. The CLABE number is required for Mexican Peso (MXN) and USD payments sent to Mexico. The CLABE account number must be obtained from the Beneficiary. If the Beneficiary does not have the CLABE account number, please have the Beneficiary contact their bank. Wells Fargo does not provide or calculate the CLABE account number. Sending a wire without a CLABE account number can delay the wire, or the receiving bank may return the wire when the CLABE is not included in the payment instructions, and additional fees may be assessed.

6. Wells Fargo recommends that if you do not have SWIFT/BIC, IBAN, IFSC code, IRC, or Mexican CLABE number, that you contact the beneficiary of the wire for the Beneficiary does not have the needed information, please have the Beneficiary contact their bank to obtain the appropriate information. Sending International outgoing wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. For International outgoing wires only. When sending International outgoing wires in foreign currency, please ensure the Beneficiary's account is denominated in the designated foreign currency. International foreign currency wires are generally less expensive to send compared with International USD wires (the Wells Fargo wire fee is always less when the wire is sent in foreign currency and Wells Fargo does not charge a conversion fee. We also offer competitive exchange rates.) For International outgoing wires in foreign currency that are equal to or over U.S. equivalent, please call your local Foreign Exchange Specialist at 800-786-5593, to obtain a contract number.

7. Purpose of payment (i.e., family remittance, personal remittance, salary remittance, export remittance (i.e., settlement of an export), etc.) is required for wires sent to several countries. Please check with your beneficiary to determine purpose of payment requirements for the country you are sending your wire to.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**NIRAV INGREDIENTS, INC. and ASH
INGREDIENTS, INC,**

Plaintiffs,

v.

**WELLS FARGO BANK, N.A., & JOHN
DOE(s),**

Defendants.

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
20-CVS-7801**

**PLAINTIFFS' FIRST SET OF
INTERROGATORIES, REQUEST FOR
PRODUCTION OF DOCUMENTS AND
REQUESTS FOR ADMISSION**

PLEASE TAKE NOTICE that, pursuant to Rules 26, 33, 34, and 36 of the North Carolina Rules of Civil Procedure, Plaintiffs Nirav Ingredients, Inc & Ash Ingredients, Inc. ("Ms. Howard" or "Plaintiffs"), by and through its Undersigned Counsel of record, request that Defendants Wells Fargo Bank, N.A. ("Defendant"), serve answers, under oath and within thirty days, to the following Claimant's First Set of Interrogatories, First Set of Requests for Production of Documents, and First Set of Request for Admissions (collectively, the "Discovery Requests"). The Discovery Requests shall be deemed to be continuing in nature and should the answers to any of the Discovery Requests change prior to the time of trial, you shall give notice of all changes.

DEFINITIONS & INSTRUCTIONS

1. "Plaintiffs" shall mean Nirav Ingredients, Inc. and Ash Ingredients, Inc., individually and/or collectively, and his agents, attorneys, and any other person(s) acting on his behalf.
2. "Defendants", "You", "Your" or "Party" shall mean Wells Fargo Bank, N.A., its agents, insurers, employees, attorneys, and any person(s) acting on behalf of the party upon whom these Interrogatories are served.
3. Unless otherwise indicated, these Discovery Requests refer to the time, place and circumstances of the incident or occurrences referred to in the pleadings of this action.

4. "Document" means everything within the scope of Rule 34 of the North Carolina Rules of Civil Procedure, including, but not limited to writings, drawings, graphs, charts, photographs, photo records, and other data compilations from which information can be obtained or translated if necessary, by You through detection devices into reasonably usable form, and also means the original and all drafts, outlines, proposals, and copies of any such matter (whether or not actually used) of all kinds and descriptions, however produced or reproduced, whether sent or received or neither, regardless of whether designated "confidential," "privileged," or otherwise to which You have access or knowledge, whether handwritten, typed printed, computerized or otherwise produced or stored, including without limitation, all of the following: correspondence, papers, books, files, accounts, any marginal comments appearing on any Documents, comments, drawings, sketches, photographs, agreements, contracts, memoranda, summaries, investigations, diaries, advertising materials, letters, notebooks, electronic mail, facsimiles, telexes, telegrams, objects, reports, records, transcripts, studies, notes, notations, working papers, intra-office communications, personal memoranda, instructions, charts, minutes index sheets, computer disks, computer software, computer printouts, other data stored on an computer, checks, check stubs, delivery tickets, bills of lading, invoices, recordings of telephone or other conversations, communications, occurrences, interviews and conferences, sound or video recording, and any other material upon which information can be stored, retrieved, including all written, recorded, encoded, transcribed, punched, taped, filmed, graphic matter, and any electronically stored information related to the specific question.
7. If any Document requested has been lost, discarded or destroyed, identify each such Document by author, recipient, date, subject matter, date of disposal, manner of disposal, reason for disposal, Person authorizing disposal and Person disposing of the Document.
6. Where identification of a Document is required by this discovery, such identification should be sufficient for use as a description in a motion to produce and show clearly the following information:
 - a. The date and general nature of the document, i.e., whether it is a letter, memorandum, report, etc.;
 - b. The general subject matter of the document; and
 - c. The exact address where the document is located.
7. Wherever the identification of documents is called for in these Discovery Request, the party to whom these Discovery Requests are directed may, in lieu of such identification, attach a complete and legible copy of said document to the answers to these questions.
8. When referring to an oral statement or communication, including telephone communication, it means describe the statement or communication by stating when and where it was made, identifying all makers and recipients of the statement or communication and all other Persons present when it was made, stating the means of communication and

stating the substance and contents of the statement or communication. State the telephone numbers of all parties to any communication by telephone.

8. "Person" shall mean natural person, entity, partnership, joint venture, corporation, private and governmental organization, association, subdivision and department, and trust, and the representatives of each of the foregoing.
9. Where identification of a Person is called for in these Discovery Requests, such identification should include, but not be limited to, the following:
 - a. The full name of the Person;
 - b. If the Person is a firm or organization, a statement as to whether it is a partnership, corporation or other organization of legal entity, and the place of organization and domicile; and
 - c. The last known address of the Person, giving both business and residence address, post office address and street address, if different, telephone number and email address.
10. If any Discovery Requests cannot be answered in full, answer to the extent possible, stating the reasons it cannot be answered in full and provide Plaintiffs with whatever information is available concerning the unanswered portion. If any Discovery Requests call for information not in the Defendant's possession or control or ascertainable by the Defendant upon reasonable inquiry, then, where known, identify the custodian or person in possession of such information; and any such efforts made to obtain the requested information.
11. If in response to these Discovery Requests You seek to rely upon any privilege or attorney work product exclusion in refusing to produce any requested Document, the request shall be deemed to call upon You to identify the Document (giving its title, date, author(s), recipient(s), and summary of its contents) and state the specific grounds upon which You seek to rely in not producing the Document.
12. The words "and" and "or" shall be both conjunctive and disjunctive.
13. "Complaint" means the Plaintiffs' Complaint filed by Plaintiffs on, the case styled *Nirav Ingredients, Inc. and Ash Ingredients, Inc. Plaintiffs, v. Wells Fargo Bank, N.A. & John Doe(s), Defendants*, (Case No. 20-CVS-, Mecklenburg Co., North Carolina).

***IMPORTANT NOTICE: Destruction of any evidence pertaining to this matter, including, but not limited to, the documents and things described below, may constitute a criminal violation, and/or subject you to civil penalties, including, but not limited to, sanctions in the instant litigation.**

INTERROGATORIES

1. Identify, explain, and describe all steps that were taken in allowing Wells Fargo Bank Account ending #XXXXXX6081, which is the account the subject wire transfers were deposited, to be opened, maintained, closed, or any information relating to the account including dates of opening and closing, identifying all transactions made while the Account was open, identifying any Wells Fargo employees who assisted or participated in the opening of Wells Fargo Account #.

RESPONSE:

2. Identify everything you know about the identify of Hacker.

RESPONSE:

3. Identify any and all policies, procedures, training courses, or any other educational and/or corporate mandates that You have in place to make sure Your employees verify the identity of parties who attempt to open accounts like the account that is discussed in Interrogatory No. 1 above.

RESPONSE:

4. Itemize and explain each and every fee, payment or benefit You have earned or received from Nirav Ingredients since Nirav Ingredients first opened its account with You until January 1, 2020, including but not limited to any fees, services charges, interest earned, commissions, or any compensation of any kind.

RESPONSE:

5. Identify and describe every measure, step, investigation, or other assistance You provided to Nirav Ingredients from May 21, 2019, through the date of the Complaint.

RESPONSE:

6. Identify each person who has worked or assisted You with anything related to the subject wire transfer on May 21, 2019, the subject wire transfer on May 24, 2019, or any other subsequent communications by Nirav Ingredients with You about said transfers or the recover of the funds by name, position, phone number, email address, provide the substance of the assistance or knowledge that person has, and when such knowledge was learned or communication was made.

RESPONSE:

REQUEST FOR PRODUCTION

- 1) Please produce copies of any and all policies regarding electronic wire transfers You had in place as an organization on May 21, 2019.

RESPONSE:

- 2) Please produce copies of any and all policies regarding electronic wire transfers You had in place as an organization on May 24, 2019.

RESPONSE:

- 3) Copies of all documents Hacker was required to submit to You to open the Fake Account.

RESPONSE:

- 4) Copies of all internal correspondence which relate to the transactions at issue in this matter.

RESPONSE:

REQUESTS FOR ADMISSION

- 1) Admit Nirav Ingredients has maintained a relationship with You since at least 2010.

RESPONSE:

- 2) Admit You know that business email compromise is a scam that harms unsuspecting customers of Yours.

RESPONSE:

- 3) Admit that You know what business email compromise is.

RESPONSE:

- 4) Admit Nirav Ingredients did not open the Fake Account.

RESPONSE:

- 5) Admit that the account number provided by Ash's bank to You did not match the account number of the named beneficiary and beneficiary's address as listed by the instructions provided by Ash's bank.

RESPONSE:

- 6) Admit Nirav Ingredients was paid via wire transfer by Ash Ingredients to Nirav Ingredients' account with You at least 10 times during the years of 2018 and 2019.

RESPONSE:

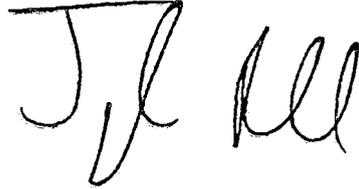
- 7) Admit that at any time since Nirav Ingredients has maintained a business account with You that you have received some type of financial compensation.

RESPONSE:

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

This the 9 day of June, 2020.

A handwritten signature in black ink, appearing to read "J. H. Powell" followed by "C. V. Parton". The signature is written in a cursive style.

Joseph H. Powell
Corey V. Parton
Parton & Associates, PLLC
NC Bar No. 49471
NC Bar No. 45682
122 N. McDowell St.
Charlotte, NC 28202
Tel (704) 376-4488
Fax (704) 731-0904
Powell@PartonNC.com
Parton@PartonNC.com
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **PLAINTIFFS' FIRST SET OF INTERROGATORIES, REQUEST FOR PRODUCTION OF DOCUMENTS AND REQUESTS FOR ADMISSION TO RESPONDENT** was served by:

Depositing a copy in a post office of official depository under the exclusive care and custody of the United States Postal Service, postpaid, in a properly addressed envelope as follows:

Wells Fargo Bank, N.A.
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

101 N. Phillips Avenue
Sioux Falls, MN 57104

Electronic Mail at the following address:

This the 9 Day of June 2020.



Joseph H. Powell
Corey V. Parton
Parton & Associates, PLLC
NC Bar No. 49471
NC Bar No. 45682
122 N. McDowell St.
Charlotte, NC 28202
Tel (704) 376-4488
Fax (704) 731-0904
Powell@PartonNC.com
Parton@PartonNC.com
Attorneys for Plaintiffs

FROM: (704) 376-4488
Parton & Associates, PLLC
Parton & Associates, PLLC
122 N. McDowell St.
Charlotte NC 28204
US

SHIP DATE 09JUN20
ACTWGT 2.00LB
CAD 251141256/NET4220

BILL SENDER

TO Wells Fargo Bank N.A.

2626 GLENWOOD AVE
STE 550
RALEIGH NC 27608
(000) 000-0000

REF: DCSH12

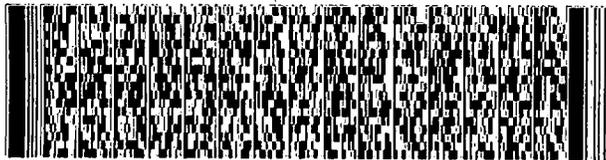
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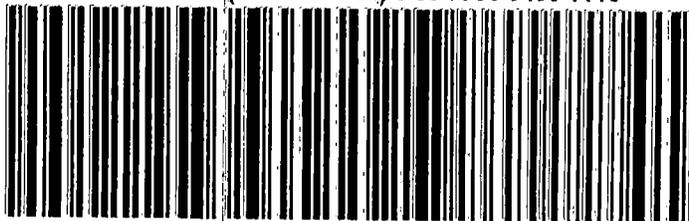


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WELLS FARGO BANK N.A.
2626 GLENWOOD AVE
STE 550
RALEIGH NC 27608-1370-25
471-8566
PD:SP:100:Y
EIP:1
770664081110