UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

In the Matter of:	:	
GEORGE HARTZMAN,	:	
Plaintiff,	:	
v.	:	Civil Action No. 14 CV 808
WELLS FARGO & COMPANY OR ONE OR MORE OF ITS DIRECT OR INDIRECT SUBSIDIARIES	:	
Defendant	:	

SECOND AMENDED COMPLAINT

Plaintiff amends his original complaint to allege and say:

PARTIES

1. **Plaintiff GEORGE HARTZMAN**, currently President and Economist, Hartzman Fiduciary, formerly Think Professional Education and author of Questions for America, What to do Now; Think; Fiduciary Guide/Retirement Plans and Hartzman's Inquisition, for CPA, Attorney and investor financial ethics, philosophy and economic continuing education classes, was terminated by Wells Fargo on October 8, 2012 for whistleblowing activities protected and by defined by 18 U.S.C. § 1514A - Civil action to protect against retaliation in fraud cases and 18 U.S.C. §§ 1961–1968 - the Racketeer Influenced and Corrupt Organizations (RICO) Act, as Section 1107 of H.R. 3763 - Sarbanes-Oxley Act of 2002, codified as 18 U.S.C. 1513(e), amended the obstruction of justice statute to prohibit retaliation against employee whistleblowers not related to the purchase or sale of securities, which includes 18 U.S. Code § 1964(c) - Civil remedies.

Plaintiff has worked as a Financial Advisor since 1993, taught CPA and attorney financial ethics in North Carolina and was one of the only Advisors at Wells Fargo whose personal and client accounts performed well in the Financial Crisis of 2008 and early 2009.

2. **Defendant WELLS FARGO & COMPANY** OR ONE OR MORE OF ITS DIRECT OR INDIRECT SUBSIDIARIES "is an American multinational banking and financial services holding company which is headquartered in San Francisco, California".

FACTS

3. While still employed by Wells Fargo, George Hartzman brought federal criminal concerns to a confidential company ethics line, then, after his confidentiality was violated, to his managers, Wells Fargo Ethics Code Administrators, Wells Fargo Advisors' CEO Danny Ludeman, Wells Fargo's CEO John Stumpf, Wells Fargo's Senior Executive Vice President of Wealth, Brokerage & Retirement David Carroll, Wells Fargo EVP & Deputy Chief Auditor Karl Riem, Wells Fargo Audit Director Grant Carlson, Wells Fargo's Board of Directors, Wells Fargo's "Audit Leaders", which Defendant threatened Plaintiff with termination if he contacted again. Plaintiff also contacted the Securities and Exchange Commission (SEC), the Federal Reserve Board (Fed), the Federal Deposit Insurance Corporation (FDIC), North Carolina's Commissioner of Banks, the Financial Industry Regulatory Authority (FINRA), North Carolina's Department of Insurance, North Carolina's Department of Justice, the Federal Trade Commission (FTC), North Carolina's Secretary of State, Securities Division, the Financial Accounting Standards Board (FASB), the Federal Bureau of Investigation (FBI), the US Justice Department (DOJ), the American Institute of Certified Public Accountants (AICPA), North Carolina's Association of Certified Public Accountants (NCACPA), the Consumer Financial Protection Bureau (CFPB), the Public Company Accounting Oversight Board (PCAOB), North Carolina's Consumer Financial Protection Bureau, US Congressman Brad Miller, US Congressman Howard Coble's office, US Senator Kay Hagan's office, US Senator Richard Burr's office, the United States Senate Committee on Banking, Housing & Urban Affairs, the US Congressional House Committee on Financial Services, seventeen North Carolina licensed CPAs, and then North Carolina Senator and local Wells Fargo Board Member Don Vaughan, among other local officials.

Those in the media who chose not to report the story while Plaintiff was still employed at Wells Fargo include Greensboro News & Record's Publisher Jeff Gauger, Editorial Page Editors Allen Johnson and Doug Clark, and reporters Amanda Lehmert, Joe Killian, Margaret Moffett and Richard Barron, Greensboro's Business Journal's Mathew Evans and Mark Sutter, then Yes Weekly managing editor Brian Clarey and reporter Jordan Green, American Banker's Jeff Horwitz, Market Watch's Paul Farrell, the Charlotte Observer's Kirsten Pittman and Andrew Dunn and WFMY's Frank Mickens, among others.

4. Plaintiff contends Wells Fargo was allowed by state actors, and/or motivated by a pattern of blatant inaction by state actors, to retaliate against Hartzman without regulatory and/or legal and/or criminal consequence, as information provided to those listed in item three were contacted, provided and/or were made aware of information concerning George Hartzman's securities related whistleblowing activities protected under retaliation provisions defined by 18 U.S.C. § 1514A (SOX) Sarbanes Oxley, and non-securities related whistleblowing activities defined by the Sarbanes-Oxley Act of 2002 (SOX) and the Racketeer Influenced and Corrupt Organizations (RICO) Act codified in 18 U.S.C. §§ 1961–1968.

Regulatory authorities wouldn't say whether the case existed or was opened or closed, even though Defendant contacted the government during and after interactions with Wells Fargo management after Plaintiff's confidentiality was breached, leaving Hartzman and loved ones at risk of reprisal with consent from federal and non-governmental regulatory authorities (WCFNGORA).

5. As detailed within Plaintiff's prior filings, with consent from federal and non-governmental regulatory authorities WCFNGORA, including at least FINRA's Dan Stefek, Associate Director Brian Craig, Vice President Tony Cavallaro, Associate Director Jennifer Anne Luginbill, Bryan Varvel, the SEC's Michael Ernest Mashburn and Justin Clay Jeffries, which provided Defendant motivation to retaliate 'without consequence', Plaintiff, a former employee with fiduciary responsibilities to both Plaintiff's and Defendant's clients with accounts governed by The Investment Advisors Act of 1940, a former shareholder in which Wells Fargo's legal council represented Plaintiff, and a client in which Defendant was contractually obligated to act as Plaintiff's fiduciary, contends Wells Fargo harmed Plaintiff's reputation, income and financial stability, in violation of SOX and RICO retaliation provisions, through adverse employment actions between November 29, 2011's ethics Line submission through Plaintiff's October 8, 2012 termination, 'without repercussion'.

6. "A confidence trick (synonyms include confidence scheme, scam and stratagem) is an attempt to [persuade another to do or believe something, and to] defraud a person or group after first gaining their confidence, used in the classical sense of trust...

The perpetrator of a confidence trick (or "con trick") is often referred to as a confidence (or "con") man, con-artist, [defrauder, scammer, swindler, cheater] or a "grifter".

...A confidence trick is also known as a con game, a con, a scam, a grift, a hustle, a bunko (or bunco), a swindle, a flimflam, a gaffle or a bamboozle. The intended victims are known as "marks", "suckers", or "gulls" (ie, gullible).

When accomplices are employed, they are known as shills, [plants, stooges and apologists]."

http://en.wikipedia.org/wiki/Confidence_trick

7. Wikipedia defines "Racket (crime)" as "a service that is fraudulently offered to solve a problem, such as for a problem that does not actually exist, that will not be put into effect, or that would not otherwise exist if the racket did not exist.

Conducting a racket is racketeering.

Particularly, the potential problem may be caused by the same party that offers to solve it, although that fact may be concealed, with the specific intent to engender [illegally created] continual patronage for this party...

...the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. §§ 1961–1968), ...allowed law enforcement to charge a person or group of people with racketeering, defined as committing multiple violations of certain varieties within a ten-year period. The purpose of the RICO Act was stated as "the elimination of the infiltration of organized crime and

racketeering into legitimate organizations operating in interstate commerce". S.Rep. No. 617, 91st Cong., 1st Sess. 76 (1968). However, the statute is sufficiently broad to encompass illegal activities relating to any enterprise affecting interstate or foreign commerce.

...In the U.S., civil racketeering laws are also used in federal and state courts."

8. 18 U.S.C. 1961 itemizes RICO predicate acts, which include mail and wire fraud, obstruction of justice, obstruction of a criminal investigation, and witness tampering or retaliation.

9. Another objective of civil RICO proceedings is to turn victims into prosecutors, or "private attorneys general", dedicated to eliminating racketeering activity.

Civil RICO specifically has a further purpose of encouraging potential private plaintiffs to investigate diligently. See Rotella v. Wood.

10. "...The RICO Act ...allows the leaders of a ['grifter'] syndicate to be tried for the crimes which they ordered ['shills'] others to do or assisted them, closing a perceived loophole that allowed someone who told a man to, for example, murder, to be exempt from the trial because he did not actually commit the crime personally.

...RICO ...permits a private individual ['sucker'] "damaged in his business or property" by a "racketeer" to file a civil suit.

...The U.S. Supreme Court has instructed federal courts to follow the continuity-plus-relationship test in order to determine whether the facts of a specific case give rise to an established pattern. Predicate acts are related if they "have the same or similar purposes, results, participants, victims, or methods of commission, or otherwise are interrelated by distinguishing characteristics and are not isolated events." [within the scam] (H.J. Inc. v. Northwestern Bell Telephone Co.) Continuity is both a closed and open ended concept, referring to either a closed period of conduct, or to past conduct that by its nature projects into the future with a threat of repetition. [within the hustle]

...one of the most successful applications of the RICO laws has been the ability to indict or sanction individuals for their behavior and actions committed against witnesses and victims ['gulls'] in alleged retaliation or retribution for cooperating with federal law enforcement..."

http://en.wikipedia.org/wiki/Racketeer_Influenced_and_Corrupt_Organizations_Act

11. 18 U.S. Code § 1964(c) - Civil remedies states "Any person ['mark'] injured in his business or property by reason of a violation of section 1962 of this chapter ['racket'] may sue therefor in any appropriate United States district court **...except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962."**

A "security" is a tradable financial asset offered by an issuer, (Defendant), which relies on someone else's efforts or conduct in order to make money on the investment.

12. 'Grifter' Defendant misled 'gull' Plaintiff 'without repercussion' between December 20, 2007 and the present, as Wells Fargo submitted still un-amended false SEC Sarbanes Oxley Section 302 certifications in 2008 and 2009 cited in Hartzman's Ethics Line filings while in possession of material undisclosed and illegally reported financial information, including $65,455.6 billion in unencumbered collateral pledged on December 20, 2007, at the beginning of Defendant's first Fed offered Term Auction Facility (TAF) loan, provided along with unreported Fed Discount Window borrowing through Wells Fargo's merger with Wachovia, representing a massive repeatedly undisclosed credit line not included in the company's financial disclosures filed with the SEC, which didn't involve the purchase or sale of a security which relies on someone else's efforts or conduct in order to make money.

13. As detailed in Plaintiff's prior filings, 11/29/2011's Ethics Line submission was summarized as "Accounting Irregularities" which stated "The Audit and Examination Committee of the ...Board of Directors will oversee the investigation of concerns raised about accounting, internal accounting controls, and auditing matters." Plaintiff's 12/02/2011 filed Ethics Line report was summarized as "Falsification of Company Records" and stated "Sarbanes–Oxley Act, Title III ...mandates that senior executives take individual responsibility for the accuracy and completeness of corporate financial reports". Plaintiff's 12/03/2011 Ethics Line report summarized as "Auditing Irregularities" quoted Wells Fargo's Code of Ethics and Business Conduct which stated; "All business transactions ...must be properly and accurately recorded ...in accordance with applicable accounting standards, legal requirements, and Wells Fargo's system of internal controls. Falsification of any company...information is prohibited. Falsification refers to knowingly misstating, ...or omitting or deleting information from a Wells Fargo record or system which results in something that is untrue, fraudulent or misleading."

14. That Wells Fargo 'apologist' Brian Mixdorf, Vice President of Corporate Investigations and Senior Investigative Agent, CFE, CFS and Oyster Consulting's 'shill' Hank Sanchez' investigations withheld by Defendant via prior restraint, failed to conclude 'con artists' Stumpf and former Wachovia CEO Robert Steel, who signed and filed false SEC Sarbanes Oxley certifications in 2008 and 2009, while in possession of material undisclosed and illegally reported financial information including massive Fed credit lines not included in the firm's financials, while Mixdorf and Sanchez were in possession of evidence to the contrary, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act 'without consequence'.

15. That Hank Sanchez' withheld report which stated "Hartzman gave a statement regarding SOX", and that no evidence was produced that Sanchez or Mixdorf investigated, and that no evidence was produced that reported conclusions relative to Plaintiff's SOX certification claims, violated Sarbanes-Oxley and RICO Act retaliation provisions 'without repercussion'.

16. That there has been no evidence produced confirming an investigation or conclusion by Brian Mixdorf or anyone else at Wells Fargo related to Plaintiff's SOX Section 302 false certification and securities fraud claims, and that Defendant asserted there was no merit to any of Plaintiff's complaints based on Defendant's two investigations, which Wells Fargo didn't produce evidence of while Plaintiff worked at Wells Fargo or after, violated SOX and RICO Act retaliation provisions without repercussion.

17. Without consequence, that Hank Sanchez inaccurately reported "Hartzman had called the Firm's Ethics Line on two occasions, one regarding the SOX complaint and one regarding Envision", neither of which involved the purchase or sale of a security which relies on someone else's efforts or conduct in order to make money, and that Defendant didn't correct the inaccurate information from Sanchez, but concealed the report, violated SOX and RICO Act retaliation provisions.

18. That Mixdorf and the withheld Sanchez report failed to find Robert Steel misled the public in violation of the Sarbanes-Oxley Act on Monday, September 15, 2008, as cited in "Hartzman's Inquisition" attached to the report, violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act, with consent from federal and non-governmental regulatory authorities.

19. That Hank Sanchez didn't interview anyone not employed by Wells Fargo who wasn't an 'accomplice', including independent Board members of the Audit Committee, accounting/auditing personnel or anyone who couldn't be found to be directly or indirectly at fault if Plaintiff's Ethics Line filings were found to be correct, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, WCFNGORA.

20. Hank Sanchez and Brian Mixdorf's failure to include any information from interviews of accounting/auditing and retirement plan experts not employed at Wells Fargo who weren't 'shills' who didn't have anything to lose via an adverse outcome from Mixdorf and Sanchez' withheld investigations, violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act without consequence.

21. That Defendant withheld the Sanchez report citing a December 21, 2011 letter between Wells Fargo's 'grifter' Richard D. Levy and the SEC's 'apologist' Stephanie L. Hunsaker as allegedly showing Wells Fargo didn't violate SOX Section 302 reporting requirements, without pointing out the SEC didn't ask whether or not Wells Fargo violated SOX Section 302 reporting requirements of the size of the credit lines, or that Defendant didn't address SOX Section 302 requirements, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act without repercussion.

22. That Hank Sanchez and Brian Mixdorf failed to find the size of material TAF credit lines omitted from Wachovia and Wells Fargo financials in violation of SOX Section 302, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, without repercussion.

23. 15 U.S. Code § 7245 - Rules of professional responsibility for attorneys, requires "an attorney to report evidence of a material violation of securities law or breach of fiduciary duty or similar violation by the company or any agent thereof, to the chief legal counsel or the chief executive officer of the company (or the equivalent thereof); and if the counsel or officer does not appropriately respond to the evidence (adopting, as necessary, appropriate remedial measures or sanctions with respect to the violation), requiring the attorney to report the evidence to the audit committee of the board of directors of the issuer or to another committee of the board of directors comprised solely of directors not employed directly or indirectly by the issuer, or to the board of directors."

24. WCFNGORA, that Defendant's in house attorneys chose not provide Plaintiff or Wells Fargo's "audit committee of the board of directors of the issuer" or "another committee of the board of directors comprised solely of directors not employed directly or indirectly by the issuer", Plaintiff's allegations and the December 21, 2011 letter between Wells Fargo Executive Vice President and Controller Richard D. Levy and the SEC's Stephanie L. Hunsaker while Plaintiff was still employed, violated retaliation provisions of the RICO Act and the Sarbanes-Oxley Act of 2002.

25. That Messrs. Sanchez, an attorney, and Mixdorf failed to find Wells Fargo lied to the SEC concerning discount window borrowing in a December 21, 2011 letter between Wells Fargo and the SEC, without providing reports or the letter to "the audit committee of the board of directors of the issuer" or "another committee of the board of directors comprised solely of directors not employed directly or indirectly by the issuer" and Hartzman, violated SOX and RICO Act retaliation provisions without consequence.

26. That Defendant hired Robinson Bradshaw's 'apologist' Robert Fuller to defend Wells Fargo in this case, who was also involved in misleading Wells Fargo's Wachovia merger litigation filings related to Plaintiff's allegations less than ten years ago, represent two predicate acts under 18 U.S.C. §§ 1961–1968 - the Racketeer Influenced and Corrupt Organizations (RICO) Act.

27. Wells Fargo, along with 'shills' William Spivey and Aaron Landry, who terminated Plaintiff for whistleblowing, retaliated against Plaintiff's whistleblowing activities between November 29, 2011 through October 8, 2012, in concert with Wells Fargo's in-house attorneys including 'grifter' James M. Strother, Esq., Executive Vice President and General Counsel of Wells Fargo.

At least Strother was also involved with misleading statements filed with the Securities and Exchange Commission in violation of Section 302 of the Sarbanes-Oxley Act of 2002, which disallows any material untrue statements, material omissions or information that could be considered misleading, from December 20, 2007's first Term Auction Facility

(TAF) loan through Wells Fargo's merger with Wachovia to the present, harming Hartzman's reputation, book of business and income, WCFNGORA.

Between November 29, 2011 through Plaintiff's October 8, 2012 termination, the misleading of Plaintiff by 'shills' employed by Wells Fargo, including Defendant's in-house council, who were involved in retaliatory acts relative to Plaintiff's protected whistleblower filings, violated retaliation provisions of the RICO Act and the Sarbanes-Oxley Act of 2002.

28. Defendant, including James M. Strother among other Wells Fargo in-house attorneys, misled Plaintiff without consequence concerning material undisclosed information and the December 31, 2008 Wells Fargo/Wachovia merger, which occurred with overt permission of 'shill' employees at the Fed who were aware of Defendant's unreported TAF loan credit lines and false SOX securities filing certifications and other undisclosed material information, which was withheld from shareholders, including Plaintiff as a shareholder and client and Plaintiff as an acting fiduciary, violating retaliation provisions of 18 U.S.C. § 1514A and the RICO Act.

29. WCFNGORA, in violation of SOX and RICO retaliation provisions, Wells Fargo violated Sarbanes Oxley accounting and auditing related whistleblower investigation procedures without consequence between November 29, 2011 through October 8, 2012.

17 CFR 240.10A-3 - Listing standards relating to audit committees, states "(3) Complaints. Each audit committee must establish procedures for: (i) The receipt, retention, and treatment of complaints received by the listed issuer regarding accounting, internal accounting controls, or auditing matters; and (ii) The confidential, anonymous submission by employees of the listed issuer of concerns regarding questionable accounting or auditing matters."

Wells Fargo's Team Member Code of Ethics and Business Conduct states "It is the responsibility of all team members to raise concerns about behavior that may violate the Code or any laws, rules, or regulations. Wells Fargo has established an EthicsLine for team members to call or access online to report such violations. <u>The Audit and Examination Committee of the Wells Fargo & Company Board of Directors will oversee the investigation of concerns raised about accounting, internal accounting controls, and auditing matters."</u>

30. That Brian Mixdorf failed to notify Wells Fargo's Audit and Examination Committee of Plaintiff's concerns violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act without consequence.

31. That Hank Sanchez failed to conclude whether or not Wells Fargo's Audit Committee was informed of and reviewed Plaintiff's accounting/auditing issues violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act without consequence.

32. That the withheld Sanchez report failed to find Wells Fargo violated Sarbanes Oxley accounting related whistleblower investigation procedures violated SOX retaliation provisions, WCFNGORA.

33. On 12/08/11, Brian Mixdorf wrote "On this date, SA Brian Mixdorf spoke to FA George Hartzman regarding his ethical concerns regarding Wells Fargo...

On the call, FA Hartzman expressed a ethical concern that Wells Fargo violated the law and WF code of ethics by accepting money for the bail out. He stated that WF did not include this in their financial statements thus misleading share holders

Hartzman spoke of "secret loans: between the government and WF, and a conspiracy."

Wells Fargo's Investigations Internal Investigations Case Summary Form stated "User Override by Brian Mixdorf on 12/08/2011. Pot. Loss: $0.00. Reason: Ethics Line concern, but no COE or criminal violations", without forwarding the information to the Audit Committee of the Board of Directors for investigation.

On 12/8/2011, Wells Fargo Advisors Vice President and ' accomplice' Ken Tolson wrote "[Hartzman] spent most of [the interview] saying he was concerned he would be fired because [he] ratted out the bank leaders on this issue.

'Apologist' Carolyn [Harris] said she explained that ethics line complaints are confidential...

He stated that others could be watching communication on email and this concerned him."

Wells Fargo's failure to investigate and report Plaintiff's initial filings and case to the Audit Committee without a comprehensive investigation violated SOX and RICO Act retaliation provisions.

34. That Plaintiff made documented "disclosures concerning specific accounting procedures", and stated "the company was violating specific securities laws", concerning allegations which exposed "attempts to circumvent the company's system of internal accounting controls", and that Wells Fargo took "the complaints seriously and conducted an investigation", and that Wells Fargo and an Hank Sanchez did not fully investigate Plaintiff's ethics complaints and both failed to forward the case to The Audit and Examination Committee of Wells Fargo's Board of Directors were adverse employment acts as cited in 18 U.S. Code § 1514A - Civil action to protect against retaliation in fraud cases and the Racketeer Influenced and Corrupt Organizations Act codified in 18 U.S.C. §§ 1961–1968, WCFNGORA.

35. Being told “you don’t want to be marked" by William Spivey in early January 2012 violated SOX and RICO Act retaliation provisions.

36. After a March 4, 2012 email Plaintiff sent to Aaron Landry, Wells Fargo Advisors' CEO and 'stooge' Danny Ludeman, Wells Fargo's CEO John Stumpf, Wells Fargo's Senior Executive Vice President of Wealth, Brokerage & Retirement and 'accomplice' David Carroll, Wells Fargo Advisors Employee Activities Group Manager Stacy Mitchell, Wells Fargo Advisors Director of Registration and Employee Activities Don Geczi, then Wells Fargo Vice President and Corporate Security Manager and 'accomplice' Michael Bacon, Wells Fargo Advisors Regional President 'shill' William Rogers, Doug Lowe, Wells Fargo Board Communications, then Wells Fargo EVP & Deputy Chief Auditor and 'accomplice' Karl Riem, Wells Fargo Audit Director and 'accomplice' Grant Carlson and Wells Fargo Director of Human Resources and 'shill' Bruce Berrol, the following privileged communications occurred before and after Plaintiff's March 13, 2012 Formal Warning;

Attorney-Client Privilege	E-mail re: Please provide an update on the ethics thing.	John Anderson, Ken Tolson, and Philip Toben	Brian Mixdorf		2/27/2012
Attorney-Client Privilege	E-mail re: URGENT - George Hartzman; next steps per attorney advice from Phil Toben	William Rogers and Ken Tolson	Robert Mooney		3/5/2012
Attorney-Client Privilege	E-mail re: Please provide an update	Ken Tolson, Bruce Berrol, and Brian Mixdorf	John Anderson	Michael Bacon, (Corporate Security), and Phillip Toben	3/5/2012
Attorney-Client Privilege	E-mail re: Hartzman call	Ken Tolson	Philip Toben	Philip Toben	3/5/2012
Attorney-Client Privilege	E-mail re: Please provide an update	Ken Tolson and Brian Mixdorf	Bruce Berrol	Michael Bacon, (Corporate Security), John Anderson, and Philip Toben	3/5/2012
Attorney-Client Privilege	E-mail re: Please provide and update; another message from George Hartzman	John Anderson, Philip Toben, and Ken Tolson	Brian Mixdorf	Michael Bacon and (Corporate Security)	3/5/2012
Attorney-Client Privilege	E-mail re: Please provide an update; suggestions	Ken Tolson and Brian Mixdorf	Bruce Berrol	Michael Bacon and (Corporate Security, John Anderson, and Philip Toben	3/5/2012
Attorney-Client Privilege	E-mail re: Revised Response re: Hartzman	John Anderson, Bruce Berrol, Ken Tolson, and Philip Toben	Brian Mixdorf	Michael Bacon and (Corporate Security)	3/6/2012
Attorney-Client Privilege	E-mail re: Hartzman Marketing Materials	Ken Tolson, Bruce Berrol, and Philip Toben	John Anderson		3/7/2012
Attorney-Client Privilege	E-mail re: George Hartzman Email	Brian Mixdorf, Ken Tolson, Bruce Berrol, and Philip Toben	John Anderson	Michael Bacon and (Corporate Security)	3/7/2012
Attorney-Client Privilege	E-mail re: BOD Case HART2030412B Hartzman, George	John Anderson and Ken Tolson	Philip Toben	Philip Toben	3/7/2012
Attorney-Client Privilege	E-mail re: George Hartzman Email	Bruce Berrol and Brian Mixdorf	John Anderson	Brian Mixdorf, Ken Tolson, Michael Bacon, and (Corporate Security)	3/7/2012
Attorney-Client Privilege	E-mail re: George Hartzman Email	Bruce Berrol, Philip Toben, Brian Mixdorf, Ken Tolson, Michael Bacon, and (Corporate Security)	John Anderson		3/7/2012
Attorney-Client Privilege	E-mail re: Hartzman - Latest Draft	Bruce Berrol and Brian Mixdorf	John Anderson	Brian Mixdorf, Ken Tolson, Michael Bacon, and (Corporate Security)	3/8/2012
Attorney-Client Privilege	E-mail re: Hartzman Formal Warning and attaching formal warning	Ken Tolson	Bruce Berrol	John Anderson and Philip Toben	3/13/2012
Attorney-Client Privilege; Attorney-Work Product	Memo to File re: George Hartzman meeting on March 14, 2012 at 8:45 a.m. with handwritten notes				3/14/2012

37. Without consequence, between March 05, 2012 and March 14, 2012, Brain Mixdorf, Wells Fargo Advisors' Chief compliance officer and 'shill' Robert Mooney, William Spivey, 'stooge' William Rogers, Ken Tolson, Wells Fargo Senior Counsel and 'accomplice' Phil Toben, Assistant General Counsel and 'apologist' John Anderson, Bruce Berrol, Michael Bacon and Ken Tolson conspired to threaten, harass, humiliate and discredit Plaintiff with a Formal Warning, in violation of SOX and RICO Act retaliation provisions.

38. WCFNGORA, between March 05, 2012 and March 14, 2012, attorneys involved in threatening, harassing and discrediting Plaintiff in violation of SOX retaliation provisions with a formal warning after reviewing and failing to report securities fraud, violated 15 U.S. Code § 7245 - Rules of professional responsibility for attorneys, in violation of 18 U.S.C. § 1514A and RICO Act related retaliation provisions (SRRP).

39. WCFNGORA, between March 05, 2012 and March 14, 2012, at least Brain Mixdorf, Wells Fargo Advisors' Chief compliance officer Robert Mooney, William Spivey, William Rogers, Wells Fargo Advisors Vice President Ken Tolson, Wells Fargo Senior Counsel Phil Toben, Assistant General Counsel John Anderson, Bruce Berrol and Michael Bacon conspired to threaten, humiliate, harass and discredit Plaintiff with a formal warning in an attempt to cover up criminal acts, in violation of SRRP.

40. As Plaintiff's March 4, 2012 email contained plausible evidence of SOX Section 302 and securities fraud violations by senior Wells Fargo executives including Mr. Stumpf, and that Defendant refused to provide related communications by the recipients of the email, and that no action was taken by recipients of the email who had supervisory authority over Plaintiff and/or had authority to investigate, discover, or terminate misconduct and didn't, violations of SRRP occurred, WCFNGORA.

41. That after the email Plaintiff was informed "the Company expects that all future communications regarding your Ethics Line allegations will be directed only to my [Brian Mixdorf's] attention (or others I may designate to assist with the Company's review of your allegations)", violated SRRP by instituting a gag order upon Plaintiff in an attempt to conceal securities fraud, without repercussion.

42. Ken Tolson misdirecting staff away from internal whistleblower communications from plaintiff between Monday, March 05, 2012 and Monday, March 12, 2012, addressed to Wells Fargo's Board of Directors, some of whose members comprise The Audit and Examination Committee who were supposed to investigate Plaintiff's allegations and didn't, violated SRRP, without consequence.

43. Sarbanes Oxley Section 307 established rules of conduct for any attorney who appears or practices before the SEC, rendering all attorneys including both in-house and outside counsel to be mandatory whistleblowers. WCFNGORA, between March 05, 2012 and March 14, 2012, attorneys involved in threatening, harassing and discrediting Plaintiff in violation of SOX retaliation provisions with a formal warning after reviewing reasonable evidence of securities fraud and insider trading provided by Hartzman, violated 15 U.S. Code § 7245 - Rules of professional responsibility for attorneys, thereby violating retaliation SRRP without consequence.

44. Oyster Consulting's Hank Sanchez' July 23, 2012 withheld report via prior restraint by Defendant not finding attorney related retaliation violations among others, violated SRRP without repercussion.

45. Wells Fargo's failure to properly investigate and inform Hartzman as an employee acting in a fiduciary capacity for clients and as a client with accounts governed by The Investment Advisors Act of 1940, violated SRRP without consequence.

46. On 12/8/2011, Ken Tolson wrote "Per Brian [Mixdorf], he is investigating this issue and will also make his manager aware", as detailed in Plaintiff's prior filings.

As 17 CFR 240.10A-3 states "Each audit committee must establish procedures for: The confidential, anonymous submission by employees of the listed issuer of concerns regarding questionable accounting or auditing matters", Wells Fargo violated retaliation provisions of Section 806 of the Sarbanes-Oxley Act of 2002 and the RICO Act by revealing Plaintiff's identity to parties outside of the investigative process.

WCFNGORA, Wells Fargo violated SRRP by violating Hartzman's confidentiality in response to Plaintiff's ethics complaints concerning violations of SOX reporting

requirements and insider trading by Wachovia and Wells Fargo team members, placing Hartzman and his family in physical danger, as top executives across the financial industry and U.S. regulatory authorities who failed to act were also implicated.

47. Brian Mixdorf informing Plaintiff "I am aware of no one reading emails" on January 4, 2012, after speaking with 'apologist' Laurie Rose tasked with reviewing Hartzman's emails on December 19, 2011, and then writing "This matter was reviewed, and the allegations that WF broke the law remain unfounded. Case closed, and no further action is required. No Loss." and "there is no reason to believe that WF violated any laws. HR, ER, Physical Security and EAC was contacted.", violated SRRP, WCFNGORA.

48. Plaintiff's confidentiality was violated at least twice, as Brian Mixdorf misled Plaintiff about Mixdorf's interview with Laurie Rose, and in conversations with William Spivey, who was illegally aware of Hartzman's Mixdorf investigation before Plaintiff informed Mr. Spivey, in violation of SRRP without repercussion.

49. WCFNGORA, Hank Sanchez violated SRRP by writing "According to Mixdorf..., Hartzman, however, complained that Mixdorf had violated the Code of Ethics and breached confidentiality...", after no evidence was produced that Sanchez' investigated Plaintiff's confidentiality claims and no evidence was produced that reported a Sanchez conclusion relative to Hartzman's confidentiality claims.

50. The following excerpts from a January 4, email from Ken Tolson violated the RICO Act and SOX investigation and retaliation provisions without consequence;

"I am responding to your question that you emailed to Brian regarding your case being closed.

Thank you for raising these concerns. They have been investigated and will be addressed. It is our practice not to share the outcome of investigations. However, you can rest assured your concerns have been taken seriously, investigated and will be addressed.

It is also consistent practice **once an investigation is completed** to say the issue has been closed. It is my understanding that is what Brian was communicating to you.

Therefore, unless there is something new that needs to be looked into, **there will be no further communication from Brian or myself**."

51. Wells Fargo 'apologist' Suzanne E. Harley's "no policy violation" investigation findings of the breach of Plaintiff's confidentiality violated SRRP, WCFNGORA.

52. The following was an adverse employment action, in violation of SRRP;

From: William D. Spivey Sent: Thursday, January 19, 2012 11:32 AM To: Hartzman

Subject: RE: Please provide an update on this ethics issue. This is some info from the 10ks etc...

"George, **I thought we agreed that you would stop this??"**

William D. Spivey

Sent: Thursday, January 19, 2012 11:34 AM To: William D. Spivey

Subject: RE: Please provide an update on this ethics issue…

"How can I teach ethics and do nothing?"

George Hartzman

From: William D. Spivey Sent: Thursday, January 19, 2012 11:36 AM To: Hartzman

Subject: RE: Please provide an update on this ethics issue...

"You have been warned to stand down on this, that is all I'm saying."

William D. Spivey

53. Defendant not responding to or investigating a Wells Fargo internal failure to supervise complaint by Plaintiff against Aaron Landry who stated "I am your contact and will facilitate your inquiry and allegation" on Tuesday, February 14, 2012, was an adverse employment act, in violation of SRRP without consequence.

54. Defendant's extraordinary contacts with Plaintiff's clients in the two weeks before Thursday, March 29, 2012, violated SRRP, WCFNGORA.

55. WCFNGORA, declining to disclose whether or not Wells Fargo was borrowing material undisclosed money from the Fed after being asked while Plaintiff was still employed on Wednesday, April 11, 2012, violated SRRP.

56. Preventing Plaintiff from legally opening new accounts governed by the Investment Advisors Act of 1940 in 2012, by refusing to disclose material information concerning Hartzman's ethics filings, violated SRRP, WCFNGORA.

57. The extensive time lag between Plaintiff's initial ethics line filing on November 29, 2011 and Wells Fargo's only inaccurate and misleading written response to Plaintiff's allegations provided on Tuesday, May 08, 2012 violated SRRP without repercussion.

58. From the Privilege Log provided by Defendant;

Attorney-Client Privilege	E-mail re: proposed response	Ken Tolson and Philip Toben	John Anderson		5/1/2012
Attorney-Client Privilege	E-mail re: Hartzman; undisclosed material loans	Bruce Berrol	Ken Tolson	John Anderson and Philip Toben	5/7/2012
Attorney-Client Privilege	E-mail re: Proposed Response	William Spivey	John Anderson	Philip Toben and Ken Tolson	5/7/2012
Attorney-Client Privilege	E-mail re: The Sarbanes-Oxley Act	Aaron Landry, William Spivey, Ken Tolson, and Philip Toben	John Anderson		5/10/2012
Attorney-Client Privilege	E-mail re: The Sarbanes-Oxley Act	Aaron Landry	Ken Tolson	John Anderson, Philip Toben, and William Spivey	5/10/2012

According to the privilege log provided by Wells Fargo listed as Attorney-Client Privilege, on Monday, May 10, 2012, two events occurred described as "E-mail re; The Sarbanes - Oxley Act" involving Phil Toben, Senior Counsel, John Anderson, Assistant General Counsel, Aaron Landry and William Spivey of Wells Fargo, who terminated George Hartzman.

William Spivey, Aaron Landry, Wells Fargo's Ken Tolson, Phil Toben, Senior Counsel, John Anderson, Assistant General Counsel, Bruce Berrol, Head of Global HR Policy at Wells Fargo and Wells Fargo Wealth, Brokerage & Retirement's Employee Relations Consultant Ken Tolson conspired to lie by omission to Plaintiff via William Spivey,

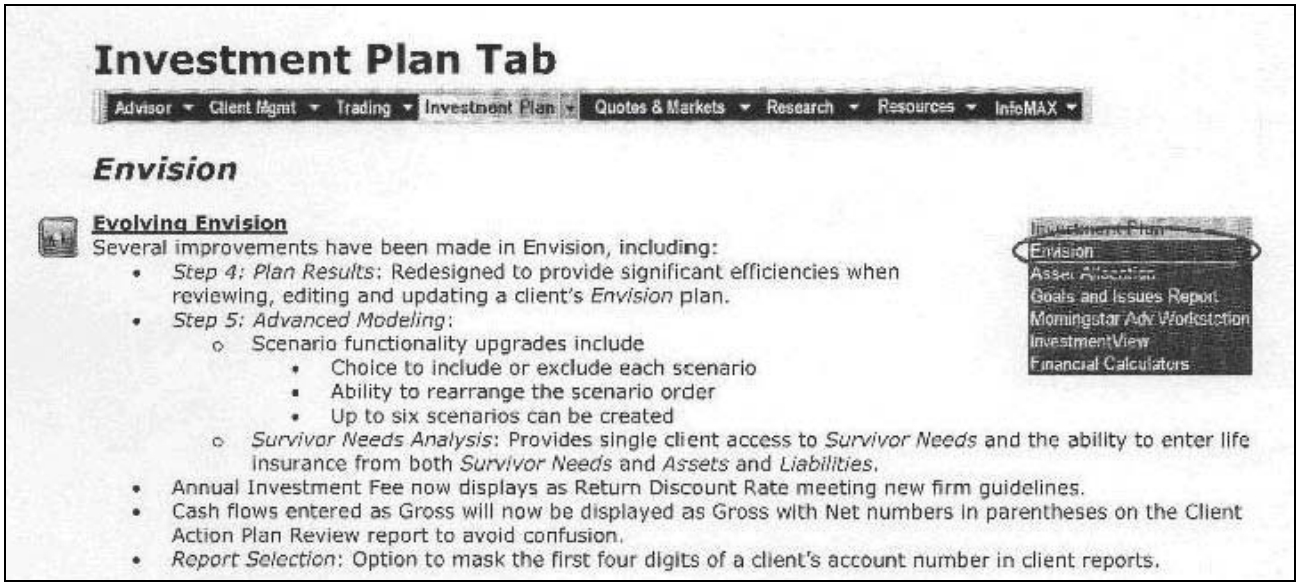
which was an adverse retaliatory employment action in violation of SOX and the RICO Act's retaliation provisions.

59. WCFNGORA, that Hank Sanchez' withheld report didn't note William Spivey's Tuesday, May 08, 2012 email to Plaintiff citing United States Generally Accepted Accounting Principles failed to address Hartzman's SOX related reporting and certification issues, violated SRRP.

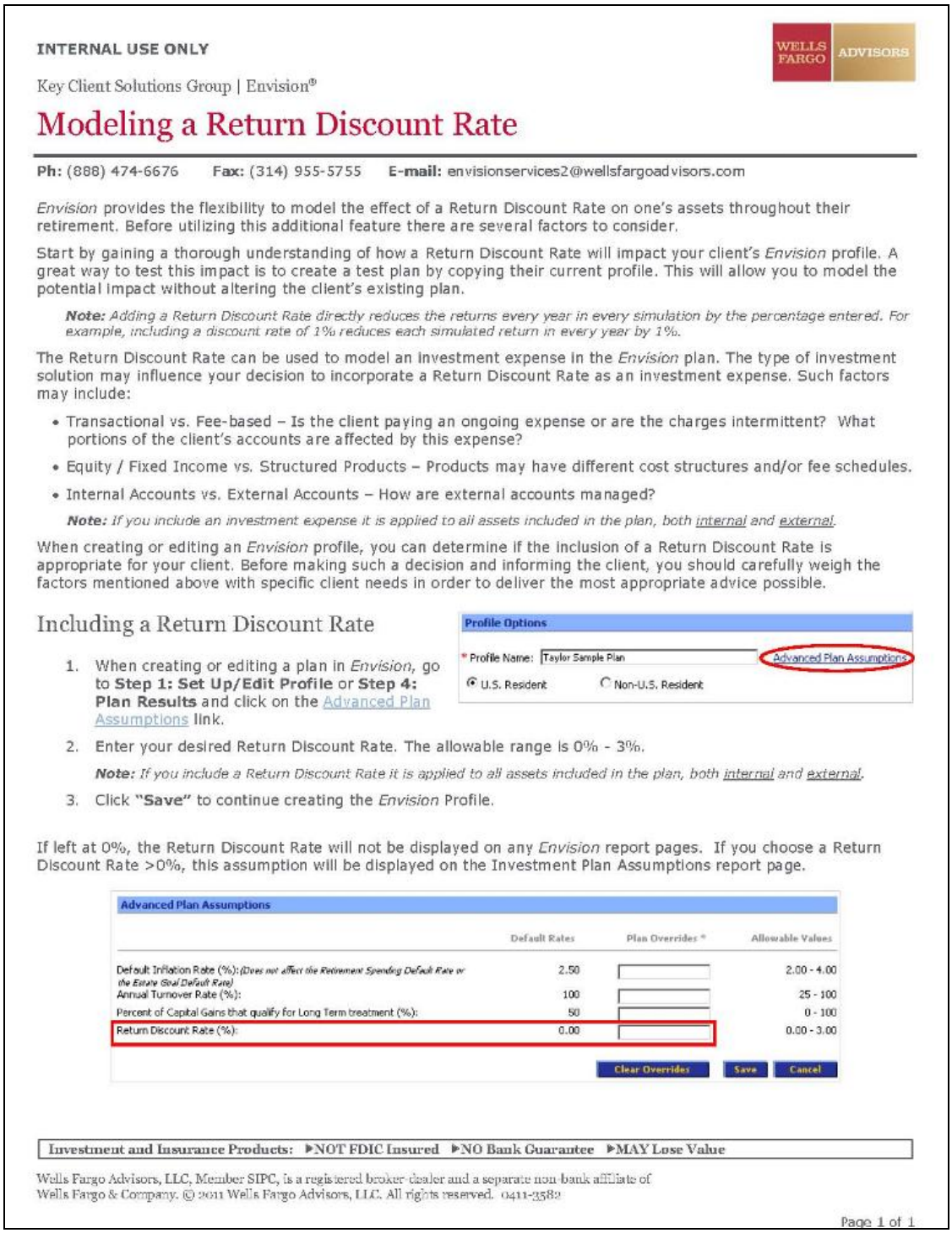
60. In 2009, while in possession of TARP monies, Wells Fargo initiated a pattern of the use of a device and scheme to defraud the U.S. government and Defendant's clients with more than $250,000 held at Wells Fargo, by omitting to state material facts necessary in order to make statements made by hundreds if thousands of Envision plan reports delivered by wire and the mail, created by thousands of financial advisors, in the light of the circumstances under which they were made, not misleading via the 4front Envision plan related financial advisor retention bonus program which was not related to the purchase or sale of securities, in violation of federal laws without repercussion.

61. That the withheld Sanchez report failed to find Wells Fargo defrauded and recommitted fraud on thousands of Wells Fargo clients governed by The Investment Advisors Act of 1940 including Plaintiff's, via misleading Envision financial plans updated without including charged investment costs in projected minimum client goals and by not matching Envision financial plan asset allocation models to investment accounts, including plans created and/or supervised by William Spivey and Aaron Landry, violated SRRP without consequence.

62. As shown after the third main bullet point below, "Return Discount Rate" was called "Annual Investment Fee" before 2012, distorting its meaning and thereby creating a device meant to deceive by Defendant;



63. The following “Internal Use Only” document states: **"If left at 0%, the Return Discount Rate will not be displayed on any Envision report pages. If you choose a Return Discount Rate above 0%, this assumption will be displayed on the Investment Plan Assumptions report page."** Meaning if the "Return Discount Rate", otherwise known as “Annual Investment Fee” before 2012, isn't included, the information is concealed in the client presentation, even though inflation, tax and turnover measures are, in violation of federal laws.



INTERNAL USE ONLY

WELLS FARGO ADVISORS

Key Client Solutions Group | Envision®

Modeling a Return Discount Rate

Ph: (888) 474-6676 **Fax:** (314) 955-5755 **E-mail:** envisionservices2@wellsfargoadvisors.com

Envision provides the flexibility to model the effect of a Return Discount Rate on one's assets throughout their retirement. Before utilizing this additional feature there are several factors to consider.

Start by gaining a thorough understanding of how a Return Discount Rate will impact your client's *Envision* profile. A great way to test this impact is to create a test plan by copying their current profile. This will allow you to model the potential impact without altering the client's existing plan.

Note: *Adding a Return Discount Rate directly reduces the returns every year in every simulation by the percentage entered. For example, including a discount rate of 1% reduces each simulated return in every year by 1%.*

The Return Discount Rate can be used to model an investment expense in the *Envision* plan. The type of investment solution may influence your decision to incorporate a Return Discount Rate as an investment expense. Such factors may include:

- Transactional vs. Fee-based – Is the client paying an ongoing expense or are the charges intermittent? What portions of the client's accounts are affected by this expense?
- Equity / Fixed Income vs. Structured Products – Products may have different cost structures and/or fee schedules.
- Internal Accounts vs. External Accounts – How are external accounts managed?

Note: *If you include an investment expense it is applied to all assets included in the plan, both internal and external.*

When creating or editing an *Envision* profile, you can determine if the inclusion of a Return Discount Rate is appropriate for your client. Before making such a decision and informing the client, you should carefully weigh the factors mentioned above with specific client needs in order to deliver the most appropriate advice possible.

Including a Return Discount Rate

1. When creating or editing a plan in *Envision*, go to **Step 1: Set Up/Edit Profile** or **Step 4: Plan Results** and click on the Advanced Plan Assumptions link.
2. Enter your desired Return Discount Rate. The allowable range is 0% - 3%.

   Note: *If you include a Return Discount Rate it is applied to all assets included in the plan, both internal and external.*
3. Click **"Save"** to continue creating the *Envision* Profile.

If left at 0%, the Return Discount Rate will not be displayed on any *Envision* report pages. If you choose a Return Discount Rate >0%, this assumption will be displayed on the Investment Plan Assumptions report page.

Investment and Insurance Products: ▶NOT FDIC Insured ▶NO Bank Guarantee ▶MAY Lose Value

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64. The document cited in item 63 states "Adding a Return Discount Rate directly reduces the returns every year in every simulation by the percentage entered", just like an actual fee based account, which many Wells Fargo Clients who received Envision plan reports utilize, of which most current Envision plans detailed on client statements illegally didn't and currently don't incorporate.

Envision was a "contributing factor" to Defendant's retaliation against Plaintiff, which was and is not "actionable as fraud in the purchase or sale of securities", which makes Hartzman's termination covered under retaliation provisions of the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. §§ 1961–1968), meaning Civil remedies under the RICO Act are applicable to Civil Action No. 14 CV 808, as wells as SOX remedies.

65. On September 7, 2012, in front of 25 to 40 financial advisors at the Hyatt Regency St. Louis at The Arch, 'accomplice' Greg Shiveley, Envision Sales Manager at Wells Fargo Advisors, said "There are 441,942 households with Envision Plans of Record." and **"The overwhelming majority of Envision Plans do not include investment costs",** meaning Wells Fargo was and is involved in an organized racket meant to maximize long term advisory related annuitized revenue streams by misleading clients with false, deceiving hypothetical illustrations, which is a confidence trick and racket.

66. Wells Fargo Envision plans do not represent offers to buy or sell securities. As Littler Mendelson's Gregory Keating, representing Wells Fargo wrote to the U.S. Department of Labor on April 15, 2013, "Envision" is a client contact/service tool that helps advisors work with clients to develop plans base on their unique situations." And "The Envision report is instead explicitly "intended as a discussion document." And "the Envision program is simply an "information gathering" and "discussion generating" tool that advisors may use"

67. Wells Fargo Envision report disclaimers include "The above statement does not in any way supersede your statements, policies or trade confirmations, which we consider the only official and accurate records of your accounts or policies." And "Envision is not a financial plan." And "The material has been prepared or is distributed solely for information purposes." And "it is assumed that the implemented portfolio matches the recommended allocation model. In actuality, the implemented portfolio may or may not match the risk and return characteristics of the recommended model over time due to security selection, **inability to invest in the indices**, and other factors."

http://www.whitneywealth.net/files/14411/taylor_full_sample_report_with_scenarios_and_survivor_needs.pdf

68. That the withheld Sanchez report failed to report how Envision results based on asset class benchmarks which are not securities, were inaccurate and misleading if charged costs are not included, and that Wells Fargo informed Hartzman there was no merit to any of his concerns, violated SOX and RICO retaliation provisions.

69. "Internal Use Only" Wells Fargo Advisor's "Presenting Envision results that matter" (0211-5064) states "Although it may be unintended and clearly disclosed away, **this report will serve as a guarantee (in the eyes of the client) of how reality should unfold.** It illustrates what they should have in taxable assets in 2013, their tax bill in 2015 and their net portfolio withdrawal in 2020. **No matter how many disclosures that are made, how else would you perceive this report if you were a client?"** and **"With the Envision process, the job is to focus on what matters: the client's confidence and comfort in achieving the goals they value most. Presenting results that matter is what creates the confidence and comfort the client desires."** And "If the client has any doubts about the underlying assumptions, Advisors should be prepared to provide clarity and rationale. **Observe that this is based on "IF" the client has doubts about assumptions, which means advisors do not need to burden clients with a detailed explanation of the assumptions if they are not in doubt of your ability to understand their goals and priorities"** and "If the client asks you how **their confidence** is measured, this will require a careful explanation but it should not be focused on mathematics. Instead, the **focus should be on the results of the math."** And "Clients expect you to understand the math but they are not hiring you to be a math tutor. The mathematics used in creating the analysis is important and are needed, but they are not "the value." And "Important: The projections or other information generated by Envision regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results."

70. By Plaintiff's waiting to qualify for 4front until TARP was paid off by Wells Fargo on December 23, 2009, Plaintiff was harmed by qualifying for a smaller bonus after losing clients and assets under management attributable to Defendant's misleading Plaintiff concerning material undisclosed corporate financial information related to the company's TAF loans without consequence.

71. That Hank Sanchez' withheld report stated "it appears that there was nothing improper related to the 4Front incentive program" and "they likely would not have run afoul of TARP restrictions", which are not definitive statements, but qualified statements, and that Defendant informed Plaintiff "The investigator has now completed the independent review and concluded that there is no merit to any or your concerns" without disclosing which concerns or the contents of what ended up being an incomplete and inaccurate report, violated SOX and RICO Act retaliation provisions without repercussion.

72. "INTERNAL USE ONLY: Key Client Solutions Group Envision®" states "With a sound investment plan in place, the Envision Plan of Record (POR) option offers significant advantages to improve the client's overall experience.

For credit in the 4front program, the Financial Advisor must designate an Envision profile in the Household as the POR. This will identify the profile that was presented by the Financial Advisor and accepted by the client. This requires that the plan reflects the client's goals and risk tolerance, that it remains within the Target Zone and that it is monitored regularly and **updated at least annually.**

A Financial Advisor may display their clients' Envision plan result and "dot" on

statements as frequently as monthly, quarterly (default), semi-annually, or annually as a method of keeping clients engaged in the Envision process, and offering an opportunity to monitor progress towards achieving major life goals."

And "To receive credit for the review/update of an existing plan, you must access the plan during the past twelve months, conduct a thorough review of client goals and account information, ensure that everything is up to date and that your advice is current." And "To continue to receive the monthly bonus payment (this applies whether the Financial Advisor has selected the upfront loan or the monthly award option) the Financial Advisor must keep their plans updated and continue serving their clients", meaning after committing fraud upon the U.S. government and Wells Fargo's clients, Defendant blackmailed Plaintiff and thousands of Financial Advisors into recommitting fraud by updating Envision plans without including what the firm's clients were being charged.

73. "FINRA Rule 2210 requires that broker-dealers' communications are fair and balanced and do not omit material information that would cause them to be misleading. Rule 2210 also requires that communications provide a sound basis for evaluating the facts with respect to any product or service.

...Some firms have published communications that feature prominent claims regarding an account's fee structure with only a footnote to disclose information about other fees that may apply. This type of presentation does not comply with FINRA Rule 2210(d)(1)(C), which provides that information may be placed in a legend or footnote only in the event that such placement would not inhibit an investor's understanding of the communication."

https://www.finra.org/sites/default/files/NoticeDocument/p304670.pdf

74. "Members must consider the nature of the audience to which the communication will be directed and must provide details and explanations appropriate to the audience. Communications may not predict or project performance, imply that past performance will recur **or make any exaggerated or unwarranted claim, opinion or forecast**; provided, however, that this provision does not prohibit: hypothetical illustration of mathematical principles, **provided that it does not predict or project the performance of an investment or investment strategy"**

http://www.mofo.com/~/media/Files/PDFs/CM_FAQs/FAQsFINRACommunicationRules.pdf

75. Envision plans are utilized by Wells Fargo Advisors as an asset gathering prospecting tool, which if created without investment costs included, create a false impression of fortune when compared to the actual performance of a current charged portfolio.

76. Misleading Envision plans were repeatedly utilized by Wells Fargo Advisors to maximize long term advisory related annuitized revenue streams while artificially creating higher rates of client retention through frauds on Defendant's client. The more confident clients feel, the longer and more money Financial Advisors should make by retaining more clients, increasing Defendant profits. The better an Envision plan report looks and

continues to appear to Wells Fargo's clients over time, the longer clients should trust and maintain a relationship, increasing advisors' income and Wells Fargo profits, in violation of federal laws without repercussion.

77. William Spivey's Friday, June 15, 2012 demand stating "George, ...you must immediately take down any advertising or postings, such as found on eventbrite, regarding your upcoming CPA CPE events." and "you must cancel these existing events", violated retaliation provisions of the RICO Act and the Sarbanes-Oxley Act of 2002.

78. William Spivey's Tuesday, June 19, 2012 demand stating "I have been instructed to inform you that you need to take down your blog", violated SOX and RICO Act retaliation provisions, WCFNGORA.

79. SOX and RICO Act retaliation provisions were violated at a Friday, July 20, 2012 meeting, during which Plaintiff was not allowed by Wells Fargo to have a representative witness/attorney, when Oyster Consulting's Hank Sanchez and Hartzman's manager William Spivey initiated prior restraint by refusing to provide an inaccurate and misleading report justifying Plaintiff's Final Warning presented Monday, July 23, 2012 without repercussion.

80. According to the privilege log provided by Wells Fargo, listed as Attorney-Client Privilege, between 7/17/2012 and 7/25/2012, there were 13 emails involving Ken Tolson, Phil Toben, Bruce Berrol, John Anderson, Aaron Landry, William Spivey, William Rogers, Wells Fargo Advisors HR Business Partner 'accomplice' Katherine Lindholm, and Wells Fargo Managing Counsel and 'apologist' Jacqueline Sung.

Six of the emails were titled "Final Warning", which incorrectly stated "The investigator has now completed the independent review and concluded that there is no merit to any or your concerns", violating SOX and RICO Act retaliation provisions.

81. On July 23, 2012, Plaintiff received an email from William Spivey incorrectly stating "The Final Warning is not related to the complaints you have raised and which the Firm and an independent consultant have determined to be without merit", violating SOX and RICO Act retaliation provisions without repercussion.

82. A July 24, 2012 privileged email entitled "The Sarbanes-Oxley Act" followed Plaintiff's July 23, 2012 Final Warning.

83. WCFNGORA, that Oyster Consulting's Hank Sanchez' withheld report didn't note an Envision related ethics line call from Hartzman cited by 'shill' Bob Moseley on Friday, December 09, 2011 which stated "Possible trigger for ethics call 10/21/11 referencing TARP and "undisclosed loans from Fed" costing him $20,000.00", violated SOX and RICO retaliation provisions, as Defendant withheld, omitted and/or concealed material information concerning Plaintiff's complaints from Hank Sanchez.

84. That Wells Fargo informed Hartzman both Defendant and Sanchez found there was no merit to any of his concerns, and that the withheld Sanchez report failed to find the only way for Plaintiff among many others to get Defendant's 4front bonus was to not include

what clients were actually charged within Wells Fargo's Envision plan software, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act without consequence.

85. That Hank Sanchez didn't interview anyone not employed by Wells Fargo, or anyone who couldn't be found to be directly or indirectly at fault if Plaintiff's Envision related Ethics Line filings were found to be correct, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, without repercussion.

86. That Wells Fargo hired an "independent" outside investigator who made qualified contentions which Defendant chose to interpret and present as "all" of Plaintiff's Ethics Line filings and concerns were meritless, even though the Securities Division of the North Carolina Department of the Secretary of State investigated and found enough reason to refer the matters to FINRA and the SEC, and even though Rolling Stone's Matt Taiibi interviewed former SEC officials who found plausible criminal acts contradicting Oyster Consulting's findings, violated SOX and RICO retaliation provisions, WCFNGORA.

87. That Hank Sanchez informed Wells Fargo "When asked if he believed he was in potential physical harm, Hartzman indicated that he believed so" and "The meeting concluded by Hartzman saying that he has "put his life on the line doing this," and that he is going broke because he cannot prospect for new clients", without Defendant taking steps to assure Plaintiff's personal safety, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, without consequence.

88. That the withheld Sanchez report failed to find violations of FINRA Rule 2210 involving Communications with the Public related to Envision plan advertising before Wells Fargo informed Hartzman there was no merit to any of his concerns, violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act, WCFNGORA.

89. Without consequence, that the withheld Sanchez report failed to find Defendant conspired to commit fraud by creating and initiating a fraudulent path for advisors to acquire 4front retention bonuses via misleading Envision financial plans created without including charged investment costs in projected minimum client goals in 2009 and 2010, violated retaliation provisions of the Sarbanes-Oxley Act of 2002 and the RICO Act.

90. That Oyster Consulting's withheld review by Hank Sanchez didn't document interviews with anyone not employed by Wells Fargo, or anyone who couldn't be found to be directly or indirectly at fault if Plaintiff's Ethics Line filings were found to be correct, violated retaliation provisions of RICO and Section 806 of the Sarbanes-Oxley Act of 2002.

91. Defendant's refusal to disclose "a track record for Hank Sanchez of Oyster Consulting for cases he previously investigated, detailing the percentage of cases in which Sanchez found in favor of those who paid him to investigate, and the percentage of cases in which he sided with the party being investigated" after Plaintiff asked on Thursday, July 26, 2012, violated retaliation provisions of the RICO Act and the Sarbanes-Oxley Act of 2002.

92. Defendant's use of the word "merit" to describe the findings of Wells Fargo and Hank

Sanchez' investigations of Plaintiff's claims were materially misleading, violating retaliation provisions of 18 U.S.C. § 1514A and the RICO Act without consequence.

93. Without repercussion, Plaintiff's Final Warning following Hank Sanchez' incomplete withheld report which concealed and omitted plausible evidence of securities fraud by senior Wells Fargo executives including John Stumpf, who was also informed of and involved in retaliation against Hartzman, and that no action was taken by recipients of the email who had supervisory authority over Plaintiff and/or had authority to investigate, discover, or terminate misconduct and didn't, violated SRRP.

94. WCFNGORA, that Hank Sanchez' withheld report didn't show evidence of an investigation or conclusion addressing Plaintiff's failure to supervise complaint against Aaron Landry, after Wells Fargo didn't respond or investigate to the same complaint, and as Defendant's attorneys initiated prior restraint by refusing to provide Plaintiff Sanchez' report with the omission after stating "The investigator has now completed the independent review and concluded that there is no merit to any or your concerns", violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, without consequence.

95. On Saturday, September 08, 2012, Wells Fargo violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, when Plaintiff received an "Envision Plan of Record (POR) Policy Status Report", which instructed Plaintiff to continue a pattern of recommitting fraud upon his clients after Hartzman objected to the illegal course of action to Defendant and federal regulatory authorities without any enforced consequences.

96. Wells Fargo's September 08, 2012 "Envision Plan of Record (POR) Policy Status Report" instructing Plaintiff to recommit fraud upon his clients after Hartzman objected to the illegal course of action to Defendant and federal regulatory authorities was not related to the purchase or sale of securities, and is an ongoing criminal enterprise, WCFNGORA.

97. A “temporal relationship” among acts of fraud and retaliation existed. The close timing of Hartzman's ethics line filings, his September 10, 2012 email entitled "Whistleblower Evidence for the SEC and FINRA: How to Manipulate a Financial Plan" and Defendant's adverse acts and discharge of Plaintiff makes it reasonable to infer that after all attempts to silence George Hartzman had failed, it was necessary to resort to retaliatory termination in violation of SOX and RICO provisions.

98. WCFNGORA, exercising his legally protected right to "cause to file", and refusal to participate in conduct reasonably believed violated laws and rules designed to protect consumers from fraudulent business practices was a “contributing factor” to Plaintiff's October 8, 2012 employment termination in violation of 18 U.S.C. § 1514A and RICO related retaliation provisions.

99. By filing an Envision related Wells Fargo Ethics Line complaint, Plaintiff accused both William Spivey and Aaron Landry of violating, and/or supervising the violation of the Investment Advisors Act of 1940 to game compensation via 4front for their personal benefit,

which provided both Spivey and Landry motive to retaliate against Plaintiff, violating SOX retaliation provisions, WCFNGORA.

100. Before October 8, 2012, William Spivey and Aaron Landry personally profited/financially benefited by advocating and promoting their financial advisor workforce under Spivey and Landry's direct supervision, in the creation of misleading Envision plans for clients supervised by Landry and Spivey, including Plaintiff's and Spivey's, to qualify Spivey, and financial advisors supervised by Spivey and Landry, for Wells Fargo's 4front bonus, in violation of the federal laws including the RICO Act.

101. Between September 21, 2012 and October 8, 2012, Wells Fargo Advisors' and 'shill' Akrista Holiday, Wells Fargo Advisors' and 'accomplice' Otha Jones, Wells Fargo Advisors' Assistant General Counsel and 'apologist' Doug Kelly, John Anderson, Philip Toben, William Rogers, 'shill' Doug Lowe, Robert Mooney, Bruce Berrol and Aaron Landry conspired to terminate Plaintiff's employment, in violation of SOX and RICO retaliation provisions, without repercussion.

Note 9/24/2012 and 10/8/2012's emails entitled "Whistleblower Evidence for the SEC and FINRA, How to Manipulate a Financial Plan";

Attorney-Client Privilege	E-mail re: Internal Use Only Documents	Ken Tolson	John Anderson		9/21/2012
Attorney-Client Privilege	E-mail re: E-mail; greensboro	Ken Tolson	John Anderson		9/21/2012
Attorney-Client Privilege; Attorney-Work Product	Typed attorney notes re: Internal documents (John Anderson)				9/21/2012
Attorney-Client Privilege	E-mail re: Whistleblower Evidence for the SEC and FINRA. How to Manipulate a Financial Plan	Akrista Holiday	Otha Jones; John Anderson		9/24/2012
Attorney-Client Privilege; Attorney-Work Product	Calendar for 9/24/12 @ 1:00pm re: conference call with handwritten attorney notes	William Rogers, Doug Lowe, Aaron Landry, William Spivey, John Anderson (Legal), Philip Toben, Robert Mooney, and Doug Kelly			9/24/2012
Attorney-Client Privilege; Attorney-Work Product	Typed notes re: Phone conversation with Otha Jones				9/26/2012
Attorney-Client Privilege; Attorney-Work Product	Typed attorney notes (Phil Toben, John Anderson, etc.)				10/3/2012
Attorney-Client Privilege; Attorney-Work Product	Typed attorney notes (Phil Toben, John Anderson, etc.)				10/3/2012
Attorney-Client Privilege; Attorney-Work Product	Handwritten attorney notes (Doug Kelly, Phil Toben)				10/4/2012
Attorney-Client Privilege	E-mail re: Urgent - Hartzman - One Additional Concern	Ken Tolson and Bruce Berrol	John Anderson		10/5/2012
Attorney-Client Privilege	E-mail re: FW: How to Manipulate a Financial Plan: Whistleblower Evidence from George Hartzman	Ken Tolson and John Anderson	William Spivey		10/8/2012
Attorney-Client Privilege	E-mail re: Hartzman blog post	Ken Tolson, John Anderson, and Philip Toben	William Spivey	Aaron Landry	10/9/2012
Attorney-Client Privilege	E-mail re: Matt Taibbi Story About George Hartzman	Ken Tolson	Bruce Berrol	Carolyn Harris; John Anderson; Phil Toben	1/9/2013

102. By violating 15 U.S. Code § 7245, by failing to "report evidence of a material violation of securities law or breach of fiduciary duty or similar violation...", attorneys involved in Hartzman's termination retaliated against Plaintiff through the use of lies of omission, in violation of retaliation provisions of 18 U.S.C. § 1514A and the RICO Act, WCFNGORA.

103. That the withheld Sanchez report failed to cite any other Wells Fargo financial advisor other than William Spivey, who previously retaliated against Plaintiff with Sanchez' knowledge, and who created and supervised the creation of Envision plans without costs included to earn 4front awards for himself and his subordinates, violated retaliation provisions of 18 U.S.C. § 1514A and the RICO Act.

104. That Hank Sanchez, in a report withheld from Plaintiff by Defendant, failed to address weather or not William Spivey included fees in Envision plans Spivey produced to earn a

4front bonus, or for those Landry and Spivey supervised, violated SOX and RICO Act retaliation provisions, WCFNGORA.

105. That William Spivey, Aaron Landry and William Rogers were involved in reviewing and approving fraudulent updates to fraudulently created 4front related Envision plans without initiating actions to correct misleading long term projected minimum financial goals placed on monthly client statements including Spivey's, and those supervised by Landry and Spivey after Plaintiff raised the issue, violated SOX and RICO retaliation provisions by not acting on the information, which made Plaintiff's allegations appear inaccurate to Hartzman's co-workers, family, clients, friends and business related relations, harmed Plaintiff's income and reputation via discrediting and humiliating Plaintiff.

106. Wells Fargo's Envision related wire and mail fraud related U.S.C. §§ 1961–1968 violations repeatedly conducted by William Spivey and repetitively supervised by William Spivey and Aaron Landry, was and is not related to the purchase or sale of securities.

107. Spivey and Landry retained/increased their income by supervising their financial advisors, creating inaccurate Envision plans for Wells Fargo clients, providing cause and motivation to retaliate against Plaintiff in violation of SOX and RICO retaliation provisions.

108. Hartzman contends refusing to illegally play along with the 'con' was a “contributing factor” to adverse actions by Spivey, Landry and Wells Fargo, which provided motive for Spivey and Landry to terminate Plaintiff, in violation of SOX and RICO retaliation provisions, as a termination opposed to a claw back may have positively affected their compensation, evidence of which Defendant refused to provide.

109. Upon Plaintiff's termination, the triggering of bonus and 401k loan covenants by Defendant violated SOX and RICO retaliation provisions.

110. Wells Fargo continues to commit illegal, Envision related racketeering acts which operate as a fraud or deceit by a group of persons associated together for a common purpose of engaging in a course of conduct.

111. Within a pattern of conduct, before and after October 8, 2012, continuing into the present, William Spivey and Aaron Landry reviewed and review misleading updates to initially fraudulently created Envision plans without initiating actions to remove misleading long term projected minimum financial goals placed on monthly client statements delivered through the mail, including Spivey's current and Plaintiff's former clients, and for those supervised by Landry and Spivey in repeated violations of federal laws.

112. Messrs. Spivey and Landry personally terminated Hartzman for exercising his legally protected right to "cause to file", which detailed how Spivey misled his clients, and how Landry and Spivey personally benefited from supervising financial advisors including Plaintiff into committing repeated acts of fraud upon Wells Fargo's clients transmitted by wire and mail over state borders, in violation of federal laws including SOX and RICO Act retaliation provisions.

113. William Spivey terminated Plaintiff after personally profiting from Envision plans created without including charged investment costs in detailed long term projected minimum financial goals for his clients for Spivey to qualify for Wells Fargo's 4front bonus, in violation of SOX and RICO Act retaliation provisions

114. Messrs. Spivey and Landry personally discredited, humiliated and terminated Hartzman for disseminating information detailing how Spivey misled his clients, and how Landry and Spivey personally benefited from supervising financial advisors misleading Defendant's clients including Plaintiff, violating retaliation provisions of 18 U.S.C. § 1514A and RICO.

115. As Defendant has reported that it can't find relevant documentation and communications among its officials and executives, Plaintiff contends the officials destroyed or withheld evidence as part of the same conspiracy, in violation of obstruction of justice provisions of the RICO Act.

116. In violation of 18 U.S.C. § 1514A and the RICO Act without repercussion, Wells Fargo, through its managers, executives and attorneys, engaged in discrimination, humiliation, harassment and constructive discharge of Plaintiff because of and in retaliation for his lawful and protected acts of providing information and attempts to cause complaints to be filed with government agencies, which Plaintiff reasonably believed constituted violations of SEC and FINRA rules and/or regulations and/or provisions of Federal laws.

117. By providing information to Defendant's ethics line, managers, in-house counsel and then the SEC etc..., Hartzman engaged in protected conduct. Defendant responded by embarking on a campaign to discredit, disgrace, harass and intimidate Plaintiff under unendurable working conditions without repercussion. Hartzman's managers responsible for the discriminatory actions and/or harassing conduct were aware of Plaintiff's protected conduct. Hartzman's protected conduct constituted contributing factors in Defendant's discrimination, discrediting, humiliation, harassment and termination of Plaintiff in violation of SOX and RICO retaliation provisions, WCFNGORA.

118. Wells Fargo team members to whom Hartzman provided information and who had supervisory authority over Plaintiff and/or had authority to investigate, discover, or terminate misconduct and didn't, violated SRRP without repercussion.

119. That Hank Sanchez' withheld report didn't investigate all of Plaintiff's claims and that both Sanchez and Wells Fargo lied about it were adverse employment actions in violation of SRRP.

120. Redacted portions of Hank Sanchez' report contain SRRP violations.

121. As the U.S. Department of Labor's Administrative Review Board's March 20, 2015 Decision and Order of Remand in ARB Case number 13-034, concerning ALJ Case number 2010-FRS-030, Robert Powers, Complainant v. Union Pacific Railroad Company, Respondent stated that "instead of having to prove that an employee's protected disclosure

was the “but for” reason for termination, whistleblowers now only have to show that the protected activity was a “contributing factor” to an adverse action", and that Plaintiff exercised his legally protected rights "to file, cause to be filed, testify, participate in, or otherwise assist in a proceeding filed or about to be filed (with any knowledge of the employer) relating to an alleged violation of section 1341, 1343, 1344, or 1348, any rule or regulation of the Securities and Exchange Commission, or any provision of Federal law relating to fraud against shareholders", Hartzman contends his protected whistleblowing activities were a **“contributing factor”** to Plaintiff's adverse acts of retaliation by Wells Fargo, including a September 10, 2012 email entitled "Whistleblower Evidence for the SEC and FINRA: How to Manipulate a Financial Plan", WCFNGORA.

http://www.whistleblowersblog.org/2015/03/articles/news/big-win-for-whistleblowers-at-labor-department/

122. "The Sarbanes-Oxley whistleblower provision mandates that an action under the Act is governed by the burdens of proof set forth in AIR21, 49 U.S.C. 42121(b). The statute requires that a complainant make an initial prima facie showing that a protected activity was **“a contributing factor”** in the adverse action alleged in the complaint, i.e., that the protected activity, alone or in combination with other factors, affected in some way the outcome of the employer's decision. The complainant will be considered to have met the required burden if the complaint on its face, supplemented as appropriate through interviews of the complainant, alleges the existence of facts and either direct or circumstantial evidence to meet the required showing."

https://www.federalregister.gov/articles/2015/03/05/2015-05001/procedures-for-the-handling-of-retaliation-complaints-under-section-806-of-the-sarbanes-oxley-act-of

123. Plaintiff was a victim of retaliation for trying to do the right thing when his bosses stood to be enriched by doing the wrong thing.

124. The allegations of items 1-124 are incorporated herein by reference.

CLAIMS

Pursuant to Rule 10(c) of the Federal Rules of Civil Procedure, Plaintiff adopts by reference the averments and allegations of paragraphs 1-124, inclusive;

125. Retaliation in violation of 18 U.S. Code § 1514A - Civil action to protect against retaliation in fraud cases.

126. As the court's March 19, 2015 order states "without the inclusion of any causes of action beyond his claim of retaliation related to the Sarbanes-Oxley Act", and as Plaintiff's Second Amended Complaint contains factual allegations to support including a RICO Act claim under Sarbanes-Oxley, and that the SOX amendment to 18 U.S.C. 1513(e) addressed the major roadblock identified by the U.S. Supreme Court which prevented whistleblowers from obtaining protection under civil RICO, (Beck v. Prupis, 592 U.S. 494 (2000), and as Section 1107 of H.R. 3763 - Sarbanes-Oxley Act of 2002, codified as 18 U.S.C. 1513(e),

amends the obstruction of justice statute to clearly prohibit retaliation against employee whistleblowers, and that Defendant, by engaging in a pattern of retaliation prohibited by §1107 (e.g., by creating a hostile work environment) and/or commission of other predicate offenses under RICO including mail, wire, and securities fraud, an employee or company commits a predicate act of racketeering under RICO, Plaintiff claims include 18 U.S. Code § 1964(c) - Civil remedies, and any other RICO related retaliation claim under SOX.

127. As §1107 amends 18 U.S.C. §1513(e), and under RICO, "racketeering" includes "any act which is indictable under ... 18 U.S.C. §1513", therefore, 18 U.S. Code § 1964(c) - Civil remedies conforms to the court's March 19, 2015 order which states "without the inclusion of any causes of action beyond his claim of retaliation related to the Sarbanes-Oxley Act"

128. Plaintiff repeats and realleges each and every item and allegation contained in the foregoing items as if fully set forth herein.

REQUESTED RELIEF

Plaintiff respectfully requests the court grant the following relief:

129. As Plaintiff is down to less than $15,000 in available liquid assets, most of which located in a IRA which Hartzman has been paying taxes on since termination, and as Plaintiff may lose his family's dwelling to Wells Fargo, and as Hartzman will have two children in North Carolina State Universities before the end of 2015, and as Defendant froze Hartzman's taxable Wells Fargo account, and as Plaintiff is unable to adequately support his family as the overwhelming majority of his book of business was retained by Defendant via retaliatory adverse employment act, and as Plaintiff has been forced to defend himself, as attorney costs for this action would bankrupt Hartzman's family;

"On the basis of information obtained in the investigation, the Assistant Secretary [or the court] will issue, within 60 days of the filing of a complaint, **written findings regarding whether or not there is reasonable cause to believe that the complaint has merit**." And "**If the findings are that there is reasonable cause to believe that the complaint has merit, in accordance with the statute, 18 U.S.C. 1514A(c)**, the Assistant Secretary [or the court] will order "all relief necessary to make the employee whole," including preliminary reinstatement, back pay with interest, and compensation for any special damages sustained as a result of the retaliation, including litigation costs, expert witness fees, and reasonable attorney fees."

And as the court's March 19, 2015 order states "under the circumstances presented, the Court declines to find any bad faith" and "Plaintiff appears to have acted in good faith in seeking amendment" and "Plaintiff's proposed Second Amended Complaint - as it concerns Plaintiff's Sarbanes-Oxley whistleblower claim - does not appear "clearly insufficient or frivolous on its face" and "Defendant's Brief, however, does not provide any further explanation as to the unreasonableness of Plaintiff's belief that Defendant's actions constituted violations of federal law" and "the Court concludes that Plaintiff's allegations in that regard do not qualify as "clearly insufficient or frivolous on [their] face"

and "**the record before the Court does not reveal facially obvious defects in his prima facie case as to that claim**" and "**the Court construes the proposed Second Amended Complaint as plausibly asserting only that whistleblower claim**" and "**the Court construes Plaintiff's proposed Second Amended Complaint as plausibly alleging only a cause of action under the Sarbanes-Oxley whistleblower provision**" please provide "all relief necessary to make the employee whole," including preliminary reinstatement, back pay with interest, and compensation for any special damages sustained as a result of the retaliation, including litigation costs, expert witness fees, and reasonable attorney fees"..."within 60 days of the filing of [this] complaint".

https://www.federalregister.gov/articles/2015/03/05/2015-05001/procedures-for-the-handling-of-retaliation-complaints-under-section-806-of-the-sarbanes-oxley-act-of

130. Grant permanent injunctive relief directing Defendants to reinstate Plaintiff in his prior position.

131. Require defendants to pay damages sustained by Plaintiff by reason of the acts and transactions alleged herein.

132. Back pay, with interest.

133. Emotional distress damages

134. Punitive damages

135. Compensation for special damages, including litigation costs, expert witness fees and reasonable attorney fees.

136. Treble damages under RICO.

137. Issue an Order directing the Defendants to disgorge all ill-gotten gains, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint.

138. Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

139. Grant Plaintiff a whistleblower's share of; 15 U.S. Code § 78u–6 - Securities whistleblower incentives and protection, and any settlement/action/fine from any other statutes culminating from publicly disseminated information within this filing.

140. Grant such other and further relief as this Court may determine to be just and necessary in the pursuit of substantive justice.

Signed Friday, March 27, 2015,

/s/ George Hartzman
George Hartzman
2506 Baytree Drive
Greensboro, North Carolina 27455
336-420-4916
hartzmancpe@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on **Friday, March 27, 2015**, I served the foregoing upon the following;

Attorneys for Defendant
Wells Fargo & Company or one or more of its direct or indirect subsidiaries

Robert W. Fuller
North Carolina Bar No. 10887
rfuller@rbh.com

Pearlynn G. Houck
N.C. Bar No. 36364

Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246
Telephone; 704-377-2563
Facsimile; 704-378-4000

/s/ George Hartzman
George Hartzman
2506 Baytree Drive
Greensboro, North Carolina 27455
336-420-4916
hartzmancpe@gmail.com