

ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS

ECONOMIC CRIMES
SUBPOENA DUCES TECUM

TO: Wells Fargo Financial Leasing, Inc.

THIS INVESTIGATIVE SUBPOENA DUCES TECUM is issued pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, in the course and authority of an official investigation. The general purpose and scope of this investigation, pursuant to Chapter 501, Part II, Florida Statutes, extends to possible unfair and deceptive trade practices which involve the business practices of the above-named recipient. Your attention is directed to Sections 501.204 and 501.206, Florida Statutes, printed on the reverse side of this document.

YOU ARE HEREBY COMMANDED to produce all documentary material and other tangible evidence as described herein, that is in your possession, custody or control, and to make it available for inspection and copying or reproduction before Senior Assistant Attorney General Cecilia Bradley or any other duly authorized representative of the Office of the Attorney General, on the 9th day of September, 2004, beginning at 9:00 o'clock a.m., at 107 E. Gaines St., Tallahassee, Florida 32399.

This subpoena may be complied with by mailing copies of all the requested materials, prior to the date set forth above, to: Cecilia Bradley, Senior Assistant Attorney General, Office of the Attorney General, The Capitol- PL01, Tallahassee, Florida 32399-1050.

The production of material in response to this demand shall include the following:

SEE ATTACHMENT "A"

WITNESS, THE FLORIDA DEPARTMENT OF LEGAL AFFAIRS, at Tallahassee, Florida, this ____ day of _____, 2004.

Charles J. Crist, Jr.
ATTORNEY GENERAL

Personally served on _____
This _____ day of _____, 2004
By: _____
(print name)

Cecilia Bradley
Senior Assistant Attorney General
Office of the Attorney General
The Capitol, PL01
Tallahassee, Florida 32399-1050
(850) 414-3300

501.204 Unlawful acts and practices.-

(1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

(2) It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to s.5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. s. 45(a)(1) as of July 1, 2001.

501.206 Investigative powers of enforcing authority.

(1) If, by his or her own inquiry or as a result of complaints, the enforcing authority has reason to believe that a person has engaged in, or is engaging in, an act or practice that violates this part, he or she may administer oaths and affirmations, subpoena witnesses or matter, and collect evidence. Within 5 days, excluding weekends and legal holidays, after the service of a subpoena or at any time before the return date specified therein, whichever is longer, the party served may file in the circuit court in the county in which he or she resides or in which he or she transacts business and serve upon the enforcing authority a petition for an order modifying or setting aside the subpoena. The petitioner may raise any objection or

privilege which would be available under this chapter or upon service of such subpoena in a civil action. The subpoena shall inform the party served of his or her rights under this subsection.

(2) If matter that the enforcing authority seeks to obtain by subpoena is located outside the state, the person subpoenaed may make it available to the enforcing authority or his or her representative to examine the matter at the place where it is located. The enforcing authority may designate representatives, including officials of the state in which the matter is located, to inspect the matter on his or her behalf, and he or she may respond to similar requests from officials of other states.

(3) Upon failure of a person without lawful excuse to obey a subpoena and upon reasonable notice to all persons affected, the enforcing authority may apply to the circuit court for an order compelling compliance.

(4) The enforcing authority may request that an individual who refuses to comply with a subpoena on the ground that testimony or matter may incriminate him or her be ordered by the court to provide the testimony or matter. Except in a prosecution for perjury, an individual who complies with a court order to provide testimony or matter after asserting a privilege against self-incrimination to which he or she is entitled by law shall not have the testimony or matter so provided, or evidence derive therefrom, received against him or her in any criminal investigation or proceeding.

(5) Any person upon whom a subpoena is served pursuant to this section shall comply with the terms thereof unless otherwise provided by order of the court. Any person who fails to appear with the intent to avoid, evade, or prevent compliance in whole or in part with any investigation under this part or who removes from any place, conceals, withholds, mutilates, alters, or destroys, or by any other means falsifies any documentary material in the possession, custody, or control of any person subject to any such subpoena, or knowingly conceals any relevant information with the intent to avoid, evade, or prevent compliance shall be liable for a civil penalty of not more than \$5,000, reasonable attorney's fees, and costs.

ANY PERSON FAILING TO APPEAR OR COMPLY AS REQUESTED MAY BE SUBJECT TO LEGAL ACTION.

DEFINITIONS

1. "Company" shall mean Wells Fargo Financial Leasing, Inc., its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates and all directors, officers, employees, agents, consultants, and other persons working for or on behalf of the Company.
2. The term "document" means all computer files and all written, recorded, and graphic materials of every kind in the possession, custody, or control of the Company and its officers, directors, and partners and includes all drafts of a document, including all copies that differ in any way from the original (including any notations, underlining, or other markings). The term "computer files" includes information stored in, or accessible through, computer or other information retrieval systems. Thus, the Company should produce documents that exist in machine-readable form, including documents stored in personal computers, portable computers, workstations, minicomputers, mainframes, servers, backup disks and tapes, archive disks and tapes, and other forms of offline storage, whether on or off the Company premises. Electronic mail messages should also be provided, even if only available on backup or archive tapes or disks. Computer files shall be printed and produced in hard copy or produced in machine-readable form (provided that Attorney General representatives determine prior to submission that it would be in a format that allows the agency to use the computer files), together with instructions and all other materials necessary to use or interpret the data.
4. The term "relating to" means in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying, regarding, involving, comprising, consisting, entailing, stating, reflecting, evidencing or in any way logically or factually connected with the matter discussed.
5. The term "person" means any natural person, corporate entity, partnership, association, joint venture, government entity, trust, proprietorship, organization, group of natural persons, or other association separately identifiable, whether or not the association has a separate legal existence in its own right.

INFORMATION AND DOCUMENTS REQUESTED

Please supply records and documents that provide the information described below. Where no applicable record or document exists, you may provide the requested information in a written statement signed by a responsible Company official. The time period covered by this request is from the Company's initial dealings with NorVergence until the date of its response to this request.

1. The following information concerning the Company's corporate structure:
 - a) the correct legal name and address of the Company;
 - b) the names and titles of all officers, directors, and principal stockholders or owners of the Company;
 - c) the date and state of incorporation, if applicable, of the Company

d) the correct legal names and addresses of all affiliated or subsidiary companies and the nature of their relationships with the Company;

e) the names and titles of all officers, directors and principal stockholders or owners of each such affiliate and subsidiary company; and

f) a description of all business or type of business activities conducted by the Company.

2) The principal place of business of the Company and a list of all states in which it does business or has branch offices.

3) The name and title of each person who is or has been responsible for formulating, directing, controlling, or supervising procedures and practices for the Company's acceptance of assignments of NorVergence rental agreements or other NorVergence financing documents.

4) If any persons having the duties described in the previous question during the time period of this request are not currently employed by the Company, identify those persons by name, last known address and phone number, position(s) held at the Company, date of termination, and reason for termination.

5) Please provide the following or equivalent account information from the Company's databases. It should be provided in database form (Microsoft Access, Excel, or delimited ASCII, on 3.5 inch diskette, CDROM, DVD, or ZIP-100) for all NorVergence contracts. This paragraph is not seeking to have the Company manually compile information located only in individual customer files. To the extent that the database uses abbreviations for any category of information, please provide explanations of those abbreviations.

a) NorVergence and the Company account and file numbers for all Florida customers;

b) Business name, address, and phone number of customers in Florida;

c) Each individual personally liable under the contract, and nature of liability (e.g., primary or as guarantor) with name, address, phone number, and nature of liability;

d) Terms of contracts with Florida customers, including initial payment amount, monthly payment amount, total number of months, total due over the life of the contract, amount paid as of the time of preparation of your reply, outstanding balance, description of item[s] financed including all products and services, date of contract, date of assignment from NorVergence to the Company, amount paid or credited to NorVergence by the Company for the assignment, type of collateral for the contract, value of collateral for the contract;

e) Current status of accounts for all Florida customers , e.g., active, 90-day default, in collections, suit filed, reassigned to NorVergence pursuant to recourse agreement, etc.;

f) If suit has been filed against Florida consumers, date of filing, amount sought, and location of court; and

g) Notes of complaints or disputes by any Florida customer, if contained in computerized records.

6) Approximate or estimated percentage of the Company's business represented by the NorVergence contracts for the period during which The Company has been accepting NorVergence contracts.

7) Provide copies of all correspondence, contracts, memoranda, and any other documents relating to the relationship between the Company and NorVergence, other than documents in individual customer files, including:

a) All materials provided by NorVergence relating to the nature of NorVergence's business, services, or products;

b) All materials relating to the terms and procedures under which contracts would be assigned to the Company, including setting the price to be paid to NorVergence;

c) All materials relating to procedures for enforcing NorVergence contracts, whether received from or sent to NorVergence, or used internally by the Company;

d) All records of inquiries made by the Company regarding the nature of NorVergence's business, whether made to NorVergence or to third parties;

e) All internal documents discussing the nature of NorVergence's business or its business practices, or the actual or expected profit/loss from the Company's NorVergence business; and

f) All contracts, memoranda of understanding, amendments, and other documents that reflect or reflected the relationship between NorVergence and the Company.

8) Example copies of all form letters and telephone scripts used in collection on NorVergence contracts.

9) For each NorVergence account in which the Company has filed a collection suit in a forum other than where the customer company or individual resides or signed the NorVergence contract, provide copies of the entire file.

10) All letters and other documents, including records of phone calls, received or sent by the Company that relate to:

a) Complaints from customers about NorVergence's practices, products, or services;

b) Communications from government agencies, Better Business Bureaus, or consumer or business organizations that relate to complaints from customers about NorVergence;

c) Private litigation in which a customer asserted claims or counterclaims against the Company where a NorVergence contract was involved;

d) Law enforcement proceedings, actions, or investigations of the Company relating

to or involving any NorVergence contracts.

11) All letters, memos, reports, e-mails, or other documents relating to any previous contract or business relationship between the Company, or any person associated with or employed by the Company, and Thomas N. Salzano or Peter J. Salzano or Minimum Rate Pricing, Inc.

12) All letters, notes, memos, e-mails or other documentation of any communication between the Company and any other leasing company or other business regarding NorVergence, the NorVergence contracts, the collection activities related to NorVergence accounts and any litigation involving NorVergence accounts.

If not covered by any previous request, provide copies of all internal memoranda and reports that refer to the performance of Norvergence contracts or the nature or type of complaints received or problems reported with Norvergence contracts, including but not limited to documents discussing the master agreement with Norvergence or the amending of the master agreement.