

## **EXHIBIT B**

**Al-Thani v. Wells Fargo & Company, et al.  
No. CV 08-1745 CW  
Declaration of Eric G. Wallis re  
Defendant Wells Fargo's Motion To Compel Arbitration**

## HASSAN LAW FIRM

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May 12, 2008

Via facsimile (510) 273-8832  
Via email [ewallis@reedsmith.com](mailto:ewallis@reedsmith.com)  
Reed Smith, LLP  
Eric G. Wallis  
1999 Harrison Street, Suite 2400  
Oakland, CA 94612

Re: Al-Thani v. Wells Fargo & Company et. al.  
U.S.D.C. Northern District of California, Case # CV 08-1745

Dear Mr. Wallis:

We are in receipt of your letter dated April 30, 2008 requesting Ms. Al-Thani to stipulate to arbitration and dismiss Wells Fargo and Company.

Your letter enclosed the "agreement" between the parties. This is the first time that either our office or Ms. Al-Thani had possession or viewed the same. The defendants never provided Mrs. Al-Thani with a copy of this "agreement" at any time before or during the investment relationship.

Currently, there are two issues regarding the arbitration clause. We will not stipulate to arbitration because of the issues we believe are pertinent. The first issue is that the brokerage account was established on January 17, 2008. The arbitration clause that our client purportedly signed was executed on January 23, 2008. Why did the defendants require Ms. Al-Thani to sign a subsequent document? Rather than speculate, suffice to say that many indicators point to sloppy work by the defendants and a clear failure to perform fiduciary duties of explanations of the clause itself; having this foreign lady come in a second time as an after thought does not sit well by any stretch of the imagination and should void any agreement.

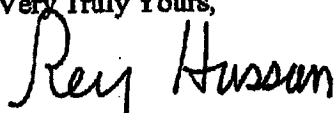
The second issue which must be resolved is the validity of the agreement itself, there was no meeting of the minds due to the fraud, mistake, and/or neglect of your clients. Furthermore, the very fact that the agreement was signed a week after the account was open is substantial evidence that Mrs. Al-Thani never knew or did not know that she was giving up a valuable constitutional rights to a jury trial. One who contests an arbitration clause cannot be compelled to arbitrate the threshold issue of the existence of an agreement to arbitrate (citations to follow). Fiduciary duties and failure to explain the meaning of an arbitration clause notwithstanding, the consumer simply cannot be ordered to arbitration without a judicial review of the agreement to the clause itself.

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Plaintiff will not dismiss Wells Fargo & Company because Plaintiff entered into a Wells Fargo Bank, spoke with a Wells Fargo teller, and was sent to speak with a Wells Fargo Investment broker in the same building. These are proofs of facts of apparent and/or ostensible authority. Therefore, Wells Fargo cannot and should not escape responsibility for leaving the consumer with the belief that it is the main entity that is involved in the transaction, having stated that, do provide us with the proper names of entities you believe have responsibility.

We are attaching to this letter the first amended complaint which adds a 14<sup>th</sup> cause of action. Please feel free to contact either myself or Mark Meuser should you have any questions or comments.

Very Truly Yours,



Rey Hassan

Enc. First Amended Complaint