



thought doing so would be advantageous to him with respect to our property dispute and I (or my estate) then sued him in court for the assault, he could compel arbitration before the Kuwait Prime Minister. This is absurd and I never agreed to any such thing.

3. Indeed, at the time we signed these agreements the possibility that my brother would resort to hacking my private and personal emails did not enter my mind and I did not and never would have agreed to arbitrate such a matter if it had entered my mind.

4. The hacking intruded into all of the private activities that I conducted through my two password-protected AOL email accounts, including:

- (a) confidential family matters unrelated to the dispute with my brother;
- (b) medical and health information;
- (c) personal correspondence with friends; and
- (d) business and legal correspondence.

5. The damages that I am seeking in this lawsuit are not damages for non-performance or impairment of my rights under the March 12 Agreement or the MOU. Rather they are damages for the totally separate injuries I suffered as the result of the crimes committed against me:

- (i) damages for the invasion of my privacy, including mental anguish and emotional distress;
- (ii) statutory damages;
- (iii) damages for costs incurred in investigating and attempting to stop the crimes;

(iv) punitive damages; and

(v) attorneys' fees.

6. I am not asking this Court to adjudicate any rights under or related to the March 12 Agreement or the MOU or to make any ruling with respect to the agreements. Indeed, if I effectively resolved my dispute with my brother over the division of our joint assets, I cannot see how my right to this relief in this lawsuit would be impacted. The jury can properly consider all of these compensatory damages without enforcing or overturning the agreements and award a large multiple of those compensatory damages as punitive damages for the malicious and egregious conduct the defendants have engaged in.

7. Lest Kutayba profit by misconstruing my claim for damages as requiring the Court to enforce or overturn the agreements (or, for that matter, to determine the value of my rights under the agreements), I hereby disclaim any intent to seek any such damages in this action and elect now not to seek any such damages. I am prepared to enter into a binding stipulation limiting my damages to those set forth herein.

8. Finally, I also understand that Omar and Moubarak are arguing that the causes of action that I separately have pled against them for their involvement in the email hacking scheme also should be dismissed in favor of arbitration. I never agreed to arbitration of any subject with these Defendants much less to arbitrate issues arising from their involvement in hacking my private and confidential emails.

9. I am prepared to testify under oath concerning the facts set forth herein.

Executed: December 17, 2009  
Los Angeles, California



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Bassam Y. Alghanim