

Exhibit B

PLAN OF ALLOCATION

The Settling Parties submit this Plan of Allocation to distribute the Settlement Fund to Class Members. If the Court approves the Stipulation and this Plan of Allocation, Authorized Accounts will be eligible to receive a settlement benefit on the terms described herein.

A. Definitions

All references to specific defined terms not defined herein shall bear the same meaning and definition as set forth in the Stipulation dated February __, 2010.

B. Identification of Authorized Accounts

The Settling Parties acknowledge that A.G. Edwards has used its best efforts to identify Authorized Accounts and that the information is the best information reasonably available.

C. Distribution of the Non-Cash Component

1. Individual Credit Vouchers

A.G. Edwards will make available for distribution to Authorized Current Accounts \$34,000,000 worth of Individual Credit Vouchers (as defined by this Section C) toward reducing certain future fees as more fully described below. The total amount of the Individual Credit Vouchers distributed to each Authorized Current Account (the "Individual Credit Voucher Total") has been determined by dividing \$34,000,000 by the total number of Current Accounts. Thirty-four million dollars (\$34,000,000) represents the maximum redemption value of the Individual Credit Vouchers that will be made available to Class Members. Based on Defendants' representations, the total number of Current Accounts is 1,379,105, meaning that the Individual Credit Voucher Total is \$24.65.

2. Term and Expiration

Each Authorized Current Account shall be mailed three Individual Credit Vouchers, each of which shall be valued at one-third (1/3) of the Individual Credit Voucher Total.

Authorized Current Accounts shall be entitled to use their Individual Credit Vouchers in accordance with the following schedule:

- a. One Individual Credit Voucher may be used during months 1-12 after the Individual Credit Vouchers are distributed (“Redemption Period One”);
- b. One Individual Credit Voucher may be used during months 13-24 after the Individual Credit Vouchers are distributed (“Redemption Period Two”);
- c. One Individual Credit Voucher may be used during months 25-36 after the Individual Credit Vouchers are distributed (“Redemption Period Three”).

An Individual Credit Voucher may be used by the Authorized Current Account to whom it was issued or it may be used, at the request of the owner of the Authorized Current Account, by another brokerage account at Wells Fargo Advisors which is related to the Authorized Current Account. Individual Credit Vouchers are otherwise non-transferable.

An Individual Credit Voucher may only be used during the Redemption Period to which it is assigned. In no event shall an Authorized Current Account be permitted to apply or use more than one Individual Credit Voucher or more than one-third of his or her Individual Credit Voucher Total during any one Redemption Period.

Each Authorized Current Account’s rights with respect to his or her Individual Credit Voucher allocated and assigned to Redemption Periods One, Two and Three shall lapse and expire at the conclusion of such Redemption Period and have no value thereafter for any Class Member.

3. Application of Individual Credit Vouchers

By exercising an Individual Credit Voucher (as described below), each Authorized Current Account will be entitled to receive a credit against the fees charged to customers by Wells Fargo Advisors (each a "Covered Fee") set forth in the Schedule of Operational and Service Fees in the Wachovia Securities 2009 Annual Account Fees schedule (as may be amended from time to time and in effect during the applicable Redemption Period).

Authorized Current Accounts may exercise Individual Credit Vouchers by calling a toll-free number at Wells Fargo Advisors and requesting a credit for the applicable portion of the Covered Fee after (and no more than 60 days after) the Covered Fee has been charged to the Authorized Current Account.

The Individual Credit Voucher for a particular Redemption Period may only be applied once against a single Covered Fee. To the extent any portion of an Individual Credit Voucher is not used, it shall be forfeited and have no value thereafter for any Class Member. Individual Credit Vouchers may not be combined. Therefore, in the event that one or more Individual Credit Vouchers are transferred to a related brokerage account pursuant to Section C(2) above, only one Individual Credit Voucher may be applied to a particular Covered Fee.

4. Distribution of Individual Credit Vouchers

Within ninety (90) days of the Effective Date, A.G. Edwards, at its own expense (subject to Section D(5) below), shall mail the Individual Credit Vouchers by U.S. Mail to Authorized Current Accounts.

D. Distribution of Cash Component

1. The Cash Component

A.G. Edwards will contribute to the settlement twenty-six million dollars (\$26,000,000) (the "Cash Component"), which shall be deposited into the Settlement Account. The Cash Component shall be the sole source of cash contributed by A.G. Edwards to the settlement. Based on Defendants' representations, the total number of Former Accounts is 293,820.

The Cash Component, including any income on the Cash Component deposited in the Accounts, shall be distributed as follows, in the following order of priority.

2. Distribution of Taxes and Reasonably-Incurred Tax Expenses; Escrow Fees and Reasonably-Incurred Costs Associated with the Escrow Account

The Escrow Agent shall deduct from the Settlement Account the escrow fees and reasonably-incurred costs associated with the Settlement Account and shall set aside funds sufficient to pay Taxes and reasonably-incurred Tax Expenses associated with the Settlement Account. Such costs and fees shall be paid first out of income on the Cash Component deposited into the Settlement Account, and in the event such income is insufficient, then such fees and costs shall be paid out of the principal of the Cash Component deposited in the Settlement Account.

3. Distribution to Authorized Former Accounts

Within ninety (90) days of the Effective Date, the Escrow Agent shall cause a check to be issued and mailed, at A.G. Edwards' expense (subject to Section D(5) below), to each Authorized Former Account in the amount of \$20.42 (the "Individual Cash Payment"). The Individual Cash Payment amount has been established by the Settling Parties taking into account a number of factors including the Individual Credit Voucher Total, the three year use period for the credit vouchers, the value of cash, and the cost associated with attempting to obtain an updated address for Authorized Former Customers whose checks are returned. The checks shall

be valid for at least 180 days from the date of mailing, after which expiration period, they shall have no value or right of claim for the payee.

A.G. Edwards or the Escrow Agent (or a third-party acting on their behalf) shall, at A.G. Edwards' expense (subject to Section D(5) below), use reasonable efforts to attempt to obtain an updated address for Authorized Former Customers whose checks are returned. If an updated address is obtained, A.G. Edwards or the Escrow Agent shall reissue the check to the updated address. Any reissued checks shall be valid for at least 90 days from the date of mailing, after which expiration period, they shall have no value or claim for the payee. At the completion of these tasks, A.G. Edwards and the Escrow Agent shall no longer bear any responsibility for payment to Authorized Former Customers. An Authorized Former Account whose Individual Cash Payment check was not timely presented for payment shall have no rights or claims with respect to such Individual Cash Payment.

4. Distribution of the Fee and Expense Award

The Fee and Expense Award, if any, and the award to the Class Representatives Eleanor Bachman and Karol B. McClintock, if any, shall be paid from the portion of the Cash Component that has not been designated for or set aside for payment of Individual Cash Payments or otherwise deducted or set aside to pay Taxes, reasonably-incurred Tax Expenses, escrow fees and reasonably-incurred costs associated with the Settlement Account. To the extent the balance of the Cash Component is not sufficient to pay the entire Fee and Expense Award and/or the award to the Class Representatives, the shortfall may be partially or fully satisfied in accordance with Section D(5).

Such payment or release of funds must be made within three (3) business days after receipt by the Escrow Agent of a demand for release of the funds from Plaintiffs' Counsel, which

may not be tendered until at least three (3) business days after the Court enters a Judgment and Order of Dismissal substantially similar to the form of judgment attached as Exhibit C to the Stipulation.

5. Cash Balance

Any portion of the Cash Component remaining in the Settlement Account after the expiration period for all outstanding checks issued out of the Settlement Account, and/or after distribution in accordance with Sections D(2)-(4) shall be distributed as follows, in the following order of priority:

First, to reimburse Defendants for the cost of providing notice (of class certification and settlement) and settlement administration, up to \$1.0 million. Such costs shall include, but are not limited to, printing, postage, issuing checks, and obtaining an updated address for Authorized Former Accounts whose checks are returned;

Second, to satisfy any unsatisfied portion of the Fee and Expense Award and/or the award to the Class Representatives; and

Third, to the Wells Fargo Housing Foundation, the mission of which is to provide sustainable homeownership opportunities for low-to moderate-income people by providing volunteer and financial resources to local and national nonprofit housing organizations.

No Class Member shall have any right or claim to any portion of any amount distributed in accordance with this schedule.