

July 14, 2009

Clerk of the Court for the
United States Bankruptcy Court
for the District of Delaware
824 North Market Street, 3rd Floor
Wilmington, Delaware 19801

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767 Fifth Avenue
New York, New York 10153

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One Rodney Square, 920 North King Street
Wilmington, Delaware 19801

RE: United States Bankruptcy Court for the District of Delaware - Washington Mutual, Inc., et al.,
Case No. 08-12229 (MFW)

Debtor's Sixth Omnibus (Substantive) Objection to Claims

John H. Murphy (Claimant), Claim # 2033 - Payment due under written contract.
10043 Bordley, Houston, Texas 77042

According to the Notice of Sixth Omnibus (Substantive) Objection to Claims, Claim # 2033 has been objected to based on the following:

- "This claim pertains to a Change in Control Agreement by and between the Claimant and Washington Mutual Bank. Upon information and belief, at all times relevant hereto, the Claimant was an employee of WMB, not WMI. Accordingly, because neither Debtor is a party to the Agreement, neither Debtor has any liability with respect thereto."
- By footnote, "Out of an abundance of caution, the Debtors also assert that, with respect to the Change in Control Agreements, to the extent a "change in control" is defined as a sale of all or substantially all of WMI's assets, no such "change in control" occurred."

Based on the following, and to the best of my knowledge, information and belief, the objections listed above are not substantiated and Claimant hereby challenges the Objection of Claims based on the following:



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OBJECTION:

Claimant's records indicate employment with both Washington Mutual Bank and Washington Mutual, Inc. This is substantiated by the following documents and the fact that both Washington Mutual Bank and Washington Mutual, Inc. benefited from Claimant's employment. As such, the Employment Agreement is binding to Washington Mutual, Inc.

Attached, as **Exhibit 1**, is a notification delivered to the Claimant at the direction of Washington Mutual, Inc. informing Claimant of certain post employment health care benefit continuation rights. At the top of the page, it clearly identifies the Claimant's employer as Washington Mutual, Inc.

Attached as **Exhibit 2**, is a Performance Management Review that lists the Claimant as an employee of both Washington Mutual Bank and Washington Mutual, Inc.

The Claimant further submits to the Court that the rights, duties and obligations under the Employment Agreement were administered and it is believed subsequently assigned to Washington Mutual, Inc. as provided on page 6 of that agreement much in the same way the Deferred Compensation Plan and the Supplemental Employees Retirement Plan are obligations of Washington Mutual, Inc.

FOOTNOTED OBJECTION:

Pursuant to the Change in Control Agreement shown in **Exhibit 3 (page 3)**, a Change in Control is defined as well as other events contained therein, "The sale or transfer (**in one transaction or series of related transactions**) of all or substantially all of Washington Mutual, Inc.'s assets to another Person (other than a Subsidiary) **whether assisted or unassisted, voluntary or involuntary.**" By the terms of the agreement, it cannot be disputed that a change in control as defined in the agreement has occurred.

Additionally, according to the FDIC's website, "On September 25, 2008, the banking operations of Washington Mutual, Inc. – Washington Mutual Bank, Henderson, NV and Washington Mutual Bank FSB Park City, UT (Washington Mutual Bank) were **sold** in a transaction facilitated by the Office of the Thrift Supervision (OTS) and the Federal Deposit Insurance Corporation (FDIC)." It is also indicated that Washington Mutual underwent a change in control pursuant to that certain Purchase and Assumption Agreement. (See www.fdic.gov/about/freedom/Washington_Mutual_P_and_A.pdf)

Based on the above discussion and information contained herein, the Claim is properly documented and the objections outlined in the Sixth Omnibus (Substantive) Objection to Claims should now be fully dismissed by order of the Court.

Respectfully submitted

Employer: WASHINGTON MUTUAL INC
Qualifying Event: TERMINATION OF EMPLOYMENT

***** IMPORTANT NOTICE *****

JOHN H. MURPHY & LESLEE T. MURPHY & Eligible Dependents
10043 BORDLEY
HOUSTON, TX 77042

EMPLOYMENT FILE

ID: NC-28336954

Dear JOHN H. MURPHY & LESLEE T. MURPHY & Eligible Dependents:

We have been retained by Washington Mutual to notify you of your group health care benefits continuation rights. These rights are fully explained on the enclosed "Additional Information" sheet.

If you elect to continue coverage, and if you meet all other requirements explained on the enclosed information sheet, your continuation coverage will begin on 02/01/09. Your right to elect continuation coverage expires on 04/04/09. If you wish to elect coverage, please complete and return the enclosed election form.

WaMu is voluntarily extending to domestic partners the opportunity to continue coverage as if they were entitled to COBRA rights. It is the domestic partner's responsibility to be aware of and adhere to all the requirements and responsibilities that fall upon all COBRA participants. Please note that in all COBRA documents, the term spouse may be interpreted to be spouse/domestic partner.

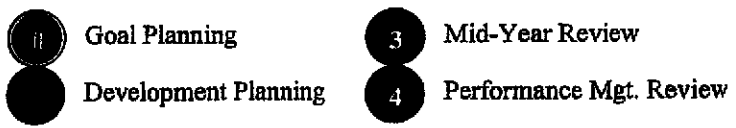
The premium rates and plan code for your COBRA continuation coverages are shown below. Incomplete elections will be treated as an election for the continuation coverage as offered.

Coverage	Individual		Family		Indiv&Spouse		Prnt&Chldrn	
	Plan Code	Monthly Cost	Plan Code	Monthly Cost	Plan Code	Monthly Cost	Plan Code	Monthly Cost
*All Coverages	A1	459.15	A3	1370.62	A9	909.09	A15	833.32
Medical - WAMU CHOICE	M1	420.87	M3	1259.60	M9	840.18	M15	756.76
Dental - DELTA DENTAL	D1	38.28	D3	111.02	D9	68.91	D15	76.56

*All Coverages = Medical, Dental

You may also elect to continue contributions to your Health Care Flexible Spending Account (with after-tax dollars) in the amount of 326.40 per month.

KXHFBK



Performance Management Process

Employee Name	Employee Number	Date Employed	Current Review Date	Time In This Job
John H. Murphy		4/19/93	November 2002	9.5 Years
Job Title	Group & Division	Next Review Date	Time Under Manager's Supervision	
Vice President	Washington Mutual, Inc.			
Company Goals:		Division/Department Goals:		
1.	Transition to the new organization	1.	Reduce aggregation limits	
2.	Support new business plan	2.	Generate new business	

Individual Goals	Weight (optional)	a. Mid-Year Review	a. Rating	a. Weight x Rating=
		b. Year-End Results	b. Rating	b. Weight x Rating=
1. Loan Origination / Production	60%	a. b. As of 10/31/02 (which represents a partial year February to October -- 9 months) a total of 17 transactions have closed representing \$86,616,000 in loans have closed. This result represents the second highest production number in the Central and West Regions combined. After including loans under application and preflights that have a good probability to close by year end, total production during 2002 may reach \$159,674,778. See attached schedule. In addition, 7 loans representing \$35,557,082 were extended for 12 months or less.	5	3
2. Minimum RAROC of 20%	30%	a. b. The average RAROC of loans closed is 27.51% (See attached schedule). This is 37.5% over the standard.	5	1.5
3. Other	10%	a. 1. Served on the New Business Model Team for the development of the company wide CRE business model that was later adapted by all business segments within SFG. 2. Added over 25 accounts (Whitaker Lauderdale) that are managed by treasury management. 3. Required escrow and replacement reserve accounts for all 17 transactions closed through October 31, 2002. 4. Recoup 90% to 100% of loan origination expenses to customers by charging underwriting fees and reimbursement for out-of-pocket expenses. 5. Effectively manage a \$251,887,499 portfolio of loans that produces an estimated \$12,846,262 in annual income. As of 10/31/02, the WAC on the portfolio is 5.10%.	4	.40
YEAR-END OVERALL PERFORMANCE RATING			4.9	

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is between the Subsidiary of Washington Mutual, Inc. by which the undersigned employee is currently employed ("Washington Mutual") and the undersigned employee of Washington Mutual ("Employee"). The parties agree as follows:

1. Employment. Washington Mutual hereby employs Employee, and Employee hereby accepts employment, on the terms in this Agreement.

2. Duties. Employee shall perform such duties as Washington Mutual may from time to time direct.

3. Compensation & Benefits. Employee's compensation and benefits shall be as determined by Washington Mutual from time to time.

4. Performance of Duties. Employee agrees that during his or her employment with Washington Mutual: (a) Employee will faithfully perform the duties of such office or offices as he or she may occupy, which duties shall be such as may be assigned to him or her by Washington Mutual; (b) Employee will devote to the performance of his or her duties all such time and attention as Washington Mutual shall reasonably require, taking, however, from time to time such reasonable vacations as are consistent with his or her duties and Washington Mutual policy; and (c) Employee will not, without Washington Mutual's express consent, become actively associated with or engaged in any business or activity during the term of this Agreement other than that of Washington Mutual (excepting of course customary family and personal activities which may include management of personal investments so long as it does not entail active involvement in a business enterprise) and Employee will do nothing inconsistent with his or her duties to Washington Mutual.

5. Termination.

(a) Either Washington Mutual or Employee may terminate Employee's employment at any time in their sole discretion, with or without advance notice. Except as expressly provided in this Agreement, upon termination of employment Washington Mutual shall have no liability to pay any further compensation or any other benefit or sum whatsoever to Employee.

(b) Upon termination of employment, Employee's rights under all employee pension plans, employee welfare benefit plans, bonus plans and stock option and restricted stock plans shall be determined under the terms of the plans and grants themselves except as otherwise specifically provided in this Agreement.

(c) If (i) Employee's employment is terminated by Washington Mutual without "cause" (as defined below) upon or within two years after a Change in Control (as defined below) or (ii) Employee resigns for "good cause" (as defined below) upon or within

two years after a Change in Control, then (but in no other circumstances) Employee shall be entitled to receive, within five business days after the effective date of such termination or resignation, from Washington Mutual or its successor, an amount equal to one and one-half times Employee's annual compensation. In addition, upon such an event, all stock options held by Employee shall become immediately vested and exercisable notwithstanding any provisions in the grant of such options regarding vesting. 45X

(d) For purposes of Section 5(c), Employee's "annual compensation" shall include all items of compensation provided by Washington Mutual other than the value of equity rights granted to Employee. Employee's "annual compensation" shall include the greater of (i) the total of Employee's salary and target bonus for the calendar year in which the termination occurs (if established before the termination) or (ii) Employee's salary and actual bonus for the prior calendar year (annualized if Employee was not employed by Washington Mutual for the entire previous calendar year). Employee's "annual compensation" shall also include the amount of the contributions made or anticipated to have been made on Employee's behalf to benefit plans for the calendar year in which the termination occurs, including without limitation contributions to pension plans and plans qualified under Section 125 of the Internal Revenue Code of 1986 (cafeteria plans).

(e) Notwithstanding the foregoing, if any payment described in Section 5(c), together with any other payments or transfers of property, would constitute a "parachute payment" under Section 280G of the Internal Revenue Code of 1986, as amended, or any successor statute then in effect, the aggregate payments by Washington Mutual or its successor pursuant to Section 5(c) shall be reduced to an amount that, when combined with any other payments or transfers of property taken into account under Section 280G, is one dollar less than the smallest sum that would be considered to be a "parachute payment."

(f) For purposes of this Agreement, "Change in Control" shall mean:

1. The acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date of this Agreement), other than Washington Mutual, Inc., a Subsidiary or any employee benefit plan of Washington Mutual, Inc. or its Subsidiaries, of shares representing more than 25% of (i) the common stock of Washington Mutual, Inc., (ii) the aggregate voting power of Washington Mutual, Inc.'s voting securities or (iii) the total market value of Washington Mutual, Inc.'s voting securities;

2. During any period of 25 consecutive calendar months, a majority of the Board of Directors of Washington Mutual, Inc. (the "Board") ceasing to be composed of individuals (i) who were members of the Board on the first day of such period, (ii) whose election or nomination to the Board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of the Board or (iii) whose election or nomination to the Board was approved by individuals referred to in

clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of the Board;

3. The good-faith determination by the Board that any Person or group (other than a Subsidiary or any employee benefit plan of Washington Mutual, Inc. or a Subsidiary) has acquired direct or indirect possession of the power to direct or cause to direct the management or policies of Washington Mutual, Inc., whether through the ability to exercise voting power, by contract or otherwise;

4. The merger, consolidation, share exchange or similar transaction between Washington Mutual, Inc. and another Person (other than a Subsidiary) other than a merger in which Washington Mutual, Inc. is the surviving corporation; or

5. The sale or transfer (in one transaction or a series of related transactions) of all or substantially all of Washington Mutual, Inc.'s assets to another Person (other than a Subsidiary) whether assisted or unassisted, voluntary or involuntary.

(g) For purposes of this Agreement:

1. "Person" shall mean any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof); and

2. "Subsidiary" shall mean a corporation that is wholly owned by Washington Mutual, Inc., either directly or through one or more corporations which are wholly owned by Washington Mutual, Inc.

(h) For purposes of this Agreement, Washington Mutual shall have "cause" to terminate Employee's employment if:

1. Employee engages in abusive use of alcohol or other drugs on a continuing or recurring basis,

2. Employee is convicted of a crime (other than a traffic violation) or enters into a pretrial diversion or similar program in lieu thereof, or

3. Washington Mutual determines in good faith that Employee has engaged in: (a) dishonesty or fraud, (b) destruction or theft of property of Washington Mutual, Inc. or a Subsidiary, (c) physical attack on another employee, (d) willful malfeasance or gross negligence in the performance of Employee's duties, (e) misconduct materially injurious to Washington Mutual, Inc. or a Subsidiary, or (f) willful failure to substantially perform Employee's duties after a written demand for performance.

(i) For purposes of this Agreement, "good cause" for Employee to resign shall mean the occurrence of any of the following without Employee's consent:

1. A requirement that Employee spend significant time performing duties not within Employee's competence that are materially unlike the duties that Employee was performing as of the date of the Change in Control. Other changes in Employee's duties, however, shall not constitute "good cause" for Employee to resign. By way of example, requiring that Employee perform some but not all of the duties he or she performed before the Change in Control, or assigning new responsibilities to Employee that are within Employee's competence, shall not constitute "good cause" for Employee to resign. Also, the foregoing notwithstanding, if Washington Mutual commits that it will terminate Employee's employment within two years after the Change in Control, and that Employee will be entitled to the payment and equity vesting called for under Section 5(c) above in connection with that termination (unless the termination is for "cause" as defined above), any change in duties during the period of transition shall not constitute "good cause" for Employee to resign; provided that Washington Mutual shall not have "cause" to terminate Employee's employment for any reason that arises out of any assignment to Employee of new duties that are not within Employee's competence.

2. A reduction of Employee's total pay opportunity from that in effect on the date of the Change in Control. Changes in the allocation of Employee's compensation between salary and incentive compensation, and changes to the criteria or method for determining incentive compensation amounts actually earned, shall not constitute "good cause" for Employee to resign. "Total pay opportunity" means base salary plus target incentive compensation, provided that in the case of incentive compensation for which a "target" is not defined (such as some sales commissions), the pay opportunity of the incentive component shall be the average incentive compensation of employees in the same job classification.

3. A relocation by more than 50 miles of Employee's principal place of employment as in effect on the date of the Change of Control, if the relocation increases the distance between Employee's principal residence and principal place of employment by more than 25 miles. Distances shall be measured by surface miles, using surface transportation over public streets, roads, highways and waterways, by the shortest route.

(j) For purposes of this Agreement, Employee shall be considered to have resigned for "good cause" only if Washington Mutual fails to cure within 15 days after receiving a written demand to cure that specifies the circumstances constituting "good cause." Also, Employee shall be considered to have resigned for "good cause" only if the effective date of Employee's resignation is within 60 days after the effective date of the occurrence that constitutes "good cause."

6. Death or Disability. If Employee should die or become disabled at any time during his or her employment hereunder this Agreement shall terminate and neither Employee nor anyone claiming by, through or under him or her shall be entitled to any further

compensation or other sum under this Agreement (other than payments made by insurers under policies of life and disability insurance and any sums which may become available under any employee benefit plan).

7. Confidentiality. Employee agrees that information not generally known to the public to which Employee has been or will be exposed as a result of Employee's employment by Washington Mutual is confidential information that belongs to Washington Mutual. This includes information developed by Employee, alone or with others, or entrusted to Washington Mutual by its customers or others. Washington Mutual's confidential information includes, without limitation, information relating to Washington Mutual's trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, clients, employees, business strategies and acquisition strategies. Employee will hold Washington Mutual's confidential information in strict confidence and will not disclose or use it except as authorized by Washington Mutual and for Washington Mutual's benefit.

8. Possession of Materials. Employee agrees that upon conclusion of employment or request by Washington Mutual, Employee shall turn over to Washington Mutual all documents, files, office supplies and any other material or work product in Employee's possession or control that were created pursuant to or derived from Employee's services for Washington Mutual.

9. Resolution of Disputes. Any dispute arising out of or relating to this Agreement or Employee's employment (or termination of employment) shall be submitted to and resolved by final and binding arbitration as provided in the Binding Arbitration Agreement attached as Exhibit A, whether the claimant is Employee or Washington Mutual. Employee and Washington Mutual also agree to exhaust all remedies available under the Washington Mutual, Inc. Dispute Resolution Process, as in effect from time to time, before initiating arbitration; provided that Employee shall not be required to use or follow the Dispute Resolution Process before initiating arbitration of any claim that arises upon or within two years after a Change in Control. In any dispute in arbitration or court arising out of or relating to this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

10. Miscellaneous.

(a) This Agreement is the entire agreement between the parties and may not be modified or abrogated orally or by course of dealing, but only by another instrument in writing duly executed by the parties. This Agreement replaces and supersedes all prior agreements on these subjects that Employee may have with Washington Mutual, Inc., or any Subsidiary of Washington Mutual, Inc. Employee acknowledges that Employee shall be entitled to change in control benefits, severance benefits or other employment separation benefits only as specifically provided in this Agreement (or, to the extent applicable according to its terms, as provided in the Washington Mutual Severance Plan as in effect from time to time), notwithstanding the terms of any other representation, policy, severance plan, benefit plan or agreement.

(b) This Agreement has been drafted in contemplation of and shall be construed in accordance with and governed by the law of the state of Employee's principal place of employment with Washington Mutual.

(c) Employee acknowledges that this Agreement has been drafted by counsel for Washington Mutual, and that Employee has not relied upon such counsel with respect to this Agreement.

(d) If a court or arbitrator of competent jurisdiction or governmental authority declares any term or provision hereof invalid, unenforceable or unacceptable, the remaining terms and provisions hereof shall be unimpaired and the invalid, unenforceable or unacceptable term or provision shall be replaced by a term or provision that is valid, enforceable and acceptable and that comes closest to expressing the intention of the invalid, unenforceable or unacceptable term or provision.

(e) Employee may not assign Employee's rights or delegate Employee's duties under this Agreement.

(f) Washington Mutual may assign its rights and delegate its duties under this Agreement to Washington Mutual, Inc. or any other Subsidiary of Washington Mutual, Inc. or to any purchaser of all or substantially all of Washington Mutual's assets. The transfer of Employee's employment from Washington Mutual to any other Subsidiary of Washington Mutual, Inc. or to the purchaser of all or substantially all of the assets of Washington Mutual shall not be considered a termination of employment, but this Agreement shall run to the benefit of, and be binding upon, the new employer. In the event of a Change in Control, as defined above, this Agreement shall bind, and run to the benefit of, the successor to Washington Mutual resulting from the Change in Control.

DATED effective as of the 1st of January, 2002

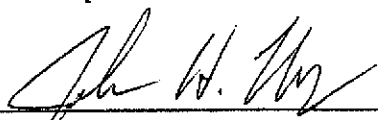
WASHINGTON MUTUAL:

WASHINGTON MUTUAL

By 

Daryl D. David
Executive Vice President
Corporate Human Resources

EMPLOYEE:


John H Murphy