

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----	X	
	:	Chapter 11
In re	:	
	:	Case No. 08-12229 (MFW)
WASHINGTON MUTUAL, INC., <i>et al.</i> , ¹	:	
	:	Jointly Administered
Debtors.	:	
	:	
	:	
-----	X	

NOTICE OF PRODUCTION OF DOCUMENTS

TO: (I) the Office of the United States Trustee for the District of Delaware; (II) counsel for the Official Committee of Unsecured Creditors; (III) The Federal Deposit Insurance Corporation, in its capacity as receiver for WMB and in its corporate capacity; (IV) the Office of Thrift Supervision; (V) the Office of the Comptroller of the Currency; (VI) the Board of Governors of the Federal Reserve System; (VII) the U.S. Department of the Treasury; (VIII) the U.S. Securities and Exchange Commission; (IX) former U.S. Treasury Secretary Henry M. Paulson, Jr.; (X) Moody’s Investors Service; (XI) Standard and Poor’s Corporation; (XII) Banco Santander, S.A.; (XIII) Toronto-Dominion Bank; (XIV) TD Bank, N.A.; (XV) Wells Fargo, N.A.; (XVI) Federal Home Loan Bank-San Francisco; (XVII) Federal Home Loan Bank-Seattle; (XVIII) The Goldman Sachs Group, Inc.; (XIX) PricewaterhouseCoopers; (XX) Equale & Associates; (XXI) Richard F. Holt; (XXII) David Horne, LLC; (XXIII) counsel for JPMorgan Chase Bank, N.A.; (XXIV) counsel for WMB Bank Bondholders; and (XXV) all parties required to receive service under Rule 2002-1(b) of the Local Rules.

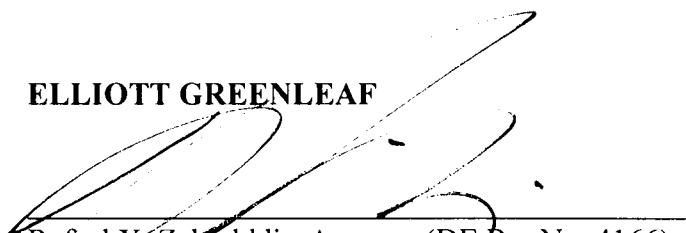
PLEASE TAKE NOTICE that pursuant Local Rule 2004-1 of the District of Delaware Bankruptcy Court Local Rules (the “Local Rules”), the Blackstone Group, L.P., has voluntarily produced the first in a series of documents responsive to the requests set forth in Schedule "A" attached hereto, by electronic means to the law offices of Elliott Greenleaf, 1105 North Market Street, Suite 1700, Wilmington, DE 19801 on December 23, 2009.

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”) and the last four digits of each Debtor’s federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).



Dated: December 30, 2009
Wilmington, Delaware

ELLIOTT GREENLEAF



Rafael X. Zahfaldin-Aravena (DE Bar No. 4166)
Neil R. Lapinski (DE Bar No. 3645)
Shelley A. Kinsella (DE Bar No. 4023)
1105 North Market Street, Suite 1700
Wilmington, Delaware 19801
Telephone: (302) 384-9400
Facsimile: (302) 384-9399
Email: rxza@elliottgreenleaf.com
Email: nrl@elliottgreenleaf.com
Email: sak@elliottgreenleaf.com

-and-

**QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP**

Peter E. Calamari
Michael B. Carlinsky
Susheel Kirpalani
David Elsberg
51 Madison Avenue
New York, New York 10010
Telephone: (212) 849-7000
Facsimile: (212) 849-7100
Email: petercalamari@quinnemanuel.com
Email: michaelcarlinsky@quinnemanuel.com
Email: susheelkirpalani@quinnemanuel.com
Email: davidelsberg@quinnemanuel.com

Erica P. Taggart
865 S. Figueroa Street, 10th Floor
Los Angeles, California 90017
Telephone: (213) 443-3000
Facsimile: (213) 443-3100
Email: ericataggart@quinnemanuel.com

*Special Litigation and Conflicts Co-Counsel to
Washington Mutual, Inc. and WMI Investment Corp.*

Exhibit A

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

DEFINITIONS

The following terms (whether or not capitalized) shall have the meanings set forth below:

1. "Adversary Proceedings" means or refers to the JPMC Adversary Proceeding and the Turnover Proceeding.
2. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
3. "Any," "all" and "each" shall be construed broadly, and shall mean any, all, and each as necessary to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.
4. "Banco Santander" means Banco Santander, S.A., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.
5. "Blackstone" means the Blackstone Group, L.P., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.
6. "Carlyle" means Carlyle Group LLC, and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.
7. "Cerberus" means Cerberus Capital Management, L.P., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any

of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

8. "Chapter 11 case" means or refers to *In re Washington Mutual, Inc.*, No. 08-12229 (Bankr. D. Del).

9. "Citigroup" means Citigroup, Inc. and Citibank, N.A., and all of their predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

10. "Communication" means any oral, written or electronic transmission of information, fact, opinion, belief, idea, statement, inquiry or otherwise, including without limitation any letter, correspondence, memorandum, electronic-mail message, note or meeting log, conversation, meeting, discussion, telephone call, facsimile, telegram, telex, conference or message.

11. "Concerning" means comprising, consisting of, concerning, referring to, reflecting, regarding, supporting, evidencing, relating to, prepared in connection with, used in preparation for, or being in any way legally, logically or factually concerned with the matter or document described, referred to or discussed.

12. "DC Action" refers to *Washington Mutual, Inc. and WMI Investment Corp. v. Federal Deposit Insurance Corporation*, No. 1:09-cv-00533 (D.D.C.).

13. "Document" is used in its broadest sense and mean and include any written or graphic matter or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings or other communications, interoffice and intraoffice telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, worksheets, receipts,

returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation tapes, cassettes, discs and records).

14. "FDIC" means or refers to the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank, Henderson Nevada and in its corporate capacity.

15. "Federal Reserve" means the Board of Governors of the Federal Reserve System and the twelve Federal Banks; any of their present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

16. "Fitch" means Fitch Inc., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

17. "Goldman Sachs" means The Goldman Sachs Group, Inc., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

18. "Governmental Unit" has the meaning set forth at 11 U.S.C. § 101(27).

19. "Including" means including but not limited to the referenced subject.

20. "JPMC" means JPMorgan Chase Bank, National Association and JPMorgan Chase & Co., and any of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

21. "JPMC Adversary Proceeding" refers to *JPMorgan Chase Bank, National Association v. Washington Mutual, Inc., et al.*, Adversary Proceeding No. 09-50551 (Bankr. D. Del.).

22. "Lehman Brothers" means Lehman Brothers Holdings, Inc., and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

23. "Morgan Stanley" means Morgan Stanley, and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

24. "Moody's" means Moody's Investors Service, and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

25. "Oak Hill" means Oak Hill Capital Partners, and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

26. "OCC" means the Office of the Comptroller of the Currency, and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

27. "OTS" means the Office of Thrift Supervision, and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

28. "RTC" means the Resolution Trust Corporation, and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

29. "P&A Agreement" means or refers to the Purchase and Assumption Agreement, Whole Bank, among the Federal Deposit Insurance Corporation, as receiver of Washington Mutual Bank, Henderson, Nevada, the Federal Deposit Insurance Corporation and JPM, dated as of September 25, 2008.

30. "SEC" means the U.S. Securities and Exchange Commission and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

31. "S&P" means Standard and Poor's Corporation and all of its predecessors and successors in interest, as well as all of its parents, subsidiaries, divisions, and affiliates; any of its present and former partners, officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

32. "TD Bank" means TD Bank, N.A., and all of its predecessors and successors in interest, as well as all of its partners, parents, subsidiaries, divisions, and affiliates; any of their present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

33. "Texas Action" refers to *American Nat'l Ins. Co., et al., v. JPMorgan Chase & Co., et al.*, Case No. 3:09-cv-00044 (S.D. Tex.), which has been transferred to the United States District Court for the District of Columbia.

34. "TPG" means TPG Capital (formerly Texas Pacific Group), and all of its predecessors and successors in interest, as well as all of its partners, parents, subsidiaries, divisions, and affiliates; any of their present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

35. "Transaction" means or refers to any means by which JPMorgan Chase might obtain, receive or succeed to Washington Mutual's businesses or properties, or any portion

thereof, or any transaction preliminary, preparatory or incident thereto, including any stock tender, stock purchase, asset purchase, assumption of deposit or other liabilities, merger, joint venture or partnership.

36. "Turnover Proceeding" means *WMI and WMI Investment Corp. v. JPMC*, No. 09-50934 (Bankr. D. Del.).

37. "U.S. Department of the Treasury" means or refers to the U.S. Department of the Treasury and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

38. "Washington Mutual" means or refers to WMI and WMB, and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

39. "Wells Fargo" means Wells Fargo, N.A., and all of its predecessors and successors in interest, as well as all of its partners, parents, subsidiaries, divisions, and affiliates; any of their present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

40. "WMB" means or refers to Washington Mutual Bank, Henderson, Nevada, and any and all of its current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

41. "WMB fsb" means or refers to Washington Mutual Bank, fsb, Utah, and any and all of its current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

42. "WMI" means or refers to Washington Mutual, Inc. and WMI Investment Corp. (collectively, the "Debtors") and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

43. "You" means or refers to the Board of Governors of the Federal Reserve System and the twelve Federal Banks, individually or collectively, to whom this subpoena is addressed, and any owner, director, officer, employee, agent, custodian, parent, subsidiary, affiliate, predecessor, successor, attorney, accountant, representative, and other Persons purporting to act on your behalf.

44. Any ambiguity in a discovery request shall be construed to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

INSTRUCTIONS

Each response must be made in accordance with the following instructions:

1. The responsive documents should be produced in the manner prescribed by the Federal Rules of Civil Procedure, as made applicable herein by the Federal Rules of Bankruptcy Procedure, including producing the requested documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the requests, and identifying the name of the person from whose files the documents were produced.

2. You are to produce the original and all non-identical copies, including all drafts, of each document requested. If you are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts.

3. Each request herein extends to all documents and communications in the possession, custody or control of you or anyone acting on your behalf. A document is deemed to be in your possession, custody, or control if it is in your physical custody, or if it is in the

physical custody of any other person and you: (1) own such document in whole or in part; (2) have a right, by contract, statute or otherwise, to use, inspect, examine or copy such document on any terms; (3) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (4) as a practical matter, have been able to use, inspect, examine, or copy such document when you sought to do so. If any requested document was, but no longer is, in your control, state the disposition of each such document.

4. Any reference in these document requests to an individual or person include any and all agents, advisors, employees, representatives, attorneys, successors-in-interest, and all other persons or entities acting in his, her, or its behalf or under his, her or its control.

5. If any document is withheld under any claim of privilege, including without limitation, attorney-client privilege and attorney work product, you should provide the following information with respect to such document:

- (1) The date of the document;
- (2) The title of the document;
- (3) The name of its author(s) or preparer(s) and an identification by employment and title of each such person;
- (4) The name of each person who was sent or furnished with, received, viewed or has custody of the document or a copy thereof together with an identification by employment and title of each such person;
- (5) The request to which the document relates;
- (6) The title and description of the document sufficient to identify it without revealing the information for which privilege is claimed;
- (7) The claim of privilege under which it is withheld; and
- (8) A description of the subject matter of the document in sufficient detail to support your contention that the document is privileged;

6. If, after exercising due diligence to secure them, you cannot provide some or any of the requested documents, so state and provide all documents to the extent possible, specifying

the reason for your inability to produce the remainder of the documents, and stating whatever information or knowledge you have concerning each document not produced.

7. If any requested document or other document potentially relevant to this action is subject to destruction under any document retention or destruction program, the documents(s) should be exempted from any scheduled destruction and should not be destroyed until the conclusion of this action or unless otherwise permitted by the Court.

8. If any document responsive to these requests is known to have existed and cannot now be located, or has been destroyed or discarded, set forth a complete statement of the circumstances surrounding such loss or destruction, including:

- (1) a description of the document, including the date, a summary of its contents and the identity of its author and the person(s) to whom it was sent or shown;
- (2) the last known custodian;
- (3) whether the document is missing or lost or was destroyed or discarded;
- (4) the date of loss, destruction or discard;
- (5) the manner of destruction or discard;
- (6) the reason(s) for destruction or discard;
- (7) the person(s) authorizing or carrying out such destruction or discard; and
- (8) the efforts made to locate lost or misplaced documents.

9. If an objection is made to any request, state your objection and the ground or grounds with particularity in your written response. If an objection is made only to part of the request, identify that part in your written response and state your objection and the ground(s) therefor.

10. Each request shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive. Any request propounded in the singular shall

also be read as if propounded in the plural and vice versa. Any request propounded in the present tense shall also be read as if propounded in the past tense and vice versa.

11. This request is a continuing one. If, after producing the requested documents, you obtain or become aware of any further documents responsive to this request, you are required to produce such additional documents. Supplemental responses should be served within thirty (30) days after such information or documents become known to you.

12. Unless otherwise specified, the time period covered by these requests is from January 1, 2007 to the present and shall encompass all documents and information relating in whole or in part to such period, or to events or circumstances during such period, even though dated, prepared, generated or received prior to that date.

REQUESTS FOR PRODUCTION OF DOCUMENTS

The Debtors request that the Federal Reserve produce the following documents in its possession, custody or control:

1. All documents concerning, or communications with, Washington Mutual with respect to any entity's efforts to acquire all or part of Washington Mutual, and/or any of its substantial assets.
2. All documents concerning communications with or among JPMC, the FDIC, the media, ratings agencies, investors, and/or any third party concerning Washington Mutual.
3. All documents concerning any meetings and/or communications between Washington Mutual and any Government Unit, including the FDIC, OTS, OCC, the U.S. Department of the Treasury, Federal Reserve, and the SEC, including (a) any meetings between OTS and WMI on or about April 5, 2008, (b) any meetings between Washington Mutual, OTS, and the FDIC on or about July 31, 2008, and/or (c) any communications with or among U.S. Treasury Secretary Hank Paulson and WMI Chairman and CEO Kerry Killinger and/or JPMC President and CEO Jamie Dimon regarding Washington Mutual.
4. All documents concerning any potential or actual regulatory and/or supervisory actions, ratings, or examinations directed toward or taken with respect to Washington Mutual by any Government Unit, including the FDIC, OTS, OCC, the U.S. Department of the Treasury, Federal Reserve, and SEC, including but not limited to (a) OTS's decision to initiate discussions about Memorandums of Understanding with WMI and WMB, (b) the Memorandums of Understanding OTS issued to WMI and WMB on or about September 7, 2008, (c) any regulatory classification of Washington Mutual by the OTS, including without limitation any decision by

OTS to classify WMB as a "problem institution," and/or (d) U.S. Treasury Secretary Henry Paulson's "RTC plan" concerning Washington Mutual.

5. All documents concerning Washington Mutual's responses or potential responses to any regulatory and/or supervisory actions, ratings, or examinations by any Government Unit, including the FDIC, OTS, OCC, the U.S. Department of the Treasury, Federal Reserve, and the SEC.

6. All documents concerning Washington Mutual's efforts to raise capital and/or locate a potential merger partner or acquiror, including without limitation (a) any actual or possible acquisition or investment by any entity of any stake in Washington Mutual, including any communications with or among Banco Santander, Bankers Trust, Blackstone, Carlyle, Cerberus, Citigroup, JPMC, Oak Hill, TPG, TD Bank, and/or Wells Fargo and their affiliates; (b) any efforts to raise capital through the issuance of debt securities in December 2007 (including the issuance of approximately \$3 billion of debt securities on or about December 17, 2007); (c) any actual, potential, or contemplated bids for Washington Mutual and/or the bidding process for Washington Mutual; (d) any efforts to raise capital and/or locate a potential merger partner or acquiror during the first quarter of 2008; (e) TPG's investment of about \$7.2 billion into Washington Mutual on or about April 7, 2008; and/or (f) any efforts to raise capital and/or locate a potential merger partner or acquiror in September 2008, including any efforts by Goldman Sachs and/or Morgan Stanley on Washington Mutual's behalf.

7. All documents concerning any meetings and/or communications between JPMC and any Government Unit, including the FDIC, OTS, OCC, the U.S. Department of the Treasury, Federal Reserve, and the SEC, concerning Washington Mutual including (a) any meetings on or

about March 28, 2008, (b) any meetings between JPMC and the U.S. Department of the Treasury in April 2008, and/or (c) any meetings on or about July 18, 2008.

8. All documents concerning JPMC's trading activity in Washington Mutual stock, including any actual, potential, or contemplated decision by JPMC to short Washington Mutual stock in the three months prior to the OTS seizure of WMB.

9. All documents concerning JPMC's disclosure of any Washington Mutual information, or disclosure of any information about Washington Mutual, to any Governmental Unit, the media, ratings agencies, investors, and/or any other third parties.

10. All documents concerning any agreement between JPMC and Washington Mutual concerning access to and/or disclosure of non-public, confidential or proprietary information in connection with a potential transaction in which JPMC would acquire, merge with, or invest in Washington Mutual.

11. All documents concerning JPMC's access to Washington Mutual data, including but not limited to (a) JPMC due diligence of Washington Mutual and/or (b) any effort by JPMC to place "moles" at Washington Mutual for the purpose of obtaining confidential Washington Mutual information, which JPMC used "to bargain and work with federal regulators for the seizure and sale of Washington Mutual's assets," *see* Texas Action Complaint at ¶ 32, including JPMC's placement of former JPMC employees at Washington Mutual, including but not limited to, the placement or employment of Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen, and Bill Murray, *see id.* at ¶ 38.

12. All documents concerning JPMC's interest in any potential Transaction and any attempt by JPMC to engage in any potential Transaction, including but not limited to any actual, potential, or contemplated bid or offer by JPMC to merge with, invest in, or purchase

Washington Mutual, including but not limited to (a) Washington Mutual's rejection of JPMC's offer to merge with, invest in, or acquire Washington Mutual in or about April 2008, (b) capital contributions or investments received by JPMC in connection with any potential Transaction in or about September 2008, and/or (c) any agreement or arrangement between JPMC and any Government Unit, including but not limited to the FDIC, OTS, OCC, Federal Reserve, SEC and/or the U.S. Department of the Treasury, concerning any potential transaction in which JPMC might or did acquire WMB, or any stake or portion of WMB.

13. All documents concerning the potential for WMB to be seized by OTS and the decision to seize WMB, as well as the potential for the FDIC to be appointed receiver of WMB and the decision to place WMB into receivership with the FDIC, including all documents concerning any communication from FDIC officials to JPMC in early September 2008, to inform JPMC in words or substance that "the FDIC was carefully monitoring [WMB] and that a seizure of its assets was likely" and that the FDIC "would want to immediately auction off [WMB's] assets." *See* Heidi N. Moore, *Deal Journal*, Wall St. J., Sept. 30, 2008, at C7.

14. All documents concerning the bid process established by the FDIC for the purchase of WMB, including but not limited to (a) all documents concerning any communication with or among JPMC, any Government Unit and/or any third party about the bid process and (b) all documents concerning bids or indications of interest received by the FDIC, including copies of bids or indications of interest from JPMC and Citigroup.

15. All documents concerning the following statement, in form or in substance, from Citigroup to the FDIC: "We recognize that our approach does not conform to the bidding instructions for Washington Mutual. We believe, however, that our suggested approach will in fact provide greater systemic ability and lower losses than would any conforming bid. . . . [W]e

would expect that, consistent with the FDIC's statutory obligation under the 'least-cost' test, this construct would be offered to all potential bidders in a new round of bidding." *See* Citigroup Bid Letter to FDIC, at 4.

16. All documents concerning the FDIC's consideration of and decision to "modify the standard indemnification to include a limited indemnity in favor of JPMorgan Chase in an amount not to exceed \$500 million for any damages JPMorgan Chase may sustain as a result of litigation brought by WMI against JPMorgan Chase for violation of the agreement between WMI and JPMorgan Chase dated March 11, 2008," including all documents concerning JPMC's request for such an indemnification provision. *See* 9/24/08 Memorandum from James Wigand and Herbert Held to FDIC Board of Directors and FDIC Board of Directors Resolution Approving P&A Transaction.

17. All documents concerning any OCC indication to OTS, FDIC, and/or JPMC that "as the federal regulator of JPMorgan Chase . . . it will provide its approval of the transfer of assets and liabilities [of WMB to JPMC] on September 25, 2008." *See* FDIC Board of Directors Resolution Board of Directors Approving JPMC's Bid for WMB, at 4.

18. All documents concerning OTS's determination that "WMB met the well-capitalized standards through the date of receivership." *See* OTS Fact Sheet, Sept. 25, 2008.

19. All documents concerning OTS's determination that "adverse publicity" caused WMB to "suffer[] significant cash outflows." *See* OTS Order 2008-36, dated September 25, 2008.