

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

	-X	:	
<i>In re</i>	:	:	<b>Chapter 11</b>
WASHINGTON MUTUAL, INC., <u>et al.</u> , <sup>1</sup>	:	:	Case No. 08-12229 (MFW)
	:	:	(Jointly Administered)
Debtors.	:	:	Hearing Date: February 5, 2010 at 10:30 a.m.
	:	:	Re: Docket No. 2087

**DEBTOR’S OMNIBUS REPLY TO RESPONSES TO DEBTORS  
NINETEENTH (19TH) OMNIBUS (SUBSTANTIVE) OBJECTION TO CLAIMS  
(Wrong Party Litigation Claims)**

Washington Mutual, Inc. (“WMI”) and WMI Investment Corp. (“WMI Investment”), as debtors and debtors in possession (collectively, the “Debtors”), file this omnibus reply (the “Reply”) to certain of the responses filed by those parties listed on Exhibit A hereto (collectively, the “Objecting Parties”) to the Debtors’ Nineteenth Omnibus (Substantive) Objection to Claims (the “Omnibus Objection”), filed on January 5, 2010 [Dkt. No. 2087], and respectfully represent as follows:

**Background**

1. On the January 5, 2010, the Debtors filed the Omnibus Objection, pursuant to which the Debtors objected to numerous claims (the “Wrong Party Litigation Claims”) filed in these chapter 11 cases that arise from or relate to prepetition litigations (the

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<sup>1</sup> The Debtors in these chapter 11 cases along with the last four digits of each Debtor’s federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors’ principal offices are located at 1301 Second Avenue, Seattle, Washington 98101.



“Litigations”) in which WMI was, in WMI’s opinion, an incorrectly named party.<sup>2</sup> The complaints in the underlying Litigations, which form the basis for each of the Wrong Party Litigation Claims, seek to recover damages for bank-related conduct and activity that is not attributable to WMI. As a result, the corresponding Wrong Party Litigation Claims do not establish a valid liability of the Debtors and, therefore, should be disallowed in their entirety.

2. The Debtors received a total of nine (9) responses (the “Responses”) to the Omnibus Objection. For the convenience of the Court and other parties in interest, attached as Exhibit A hereto is a chart that indicates which parties responded and the current procedural posture of each. Certain of the Responses have been resolved or adjourned to a later date. With respect to the remaining Responses, the Debtors submit the following reply.

### Reply

1. The respective burdens of proof in the chapter 11 claims process are well established, and rest with different parties at different times. In re Allegheny Int’l, Inc., 954 F.2d 167, 173 (3d Cir. 1992). A properly filed and supported proof of claim is *prima facie* valid. Id. The burden “then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim.” Id. Thereafter, “[i]f the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.” Id. Because the Wrong Party Litigation Claims asserted a liability based on allegations that were not properly attributable to WMI, none of the Wrong Party Litigation Claims constituted *prima facie* valid claims. However, assuming *arguendo* that such claims were *prima facie* valid, through the

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<sup>2</sup> Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Omnibus Objection.

Omnibus Objection and the related submissions therewith, the Debtors have properly shifted the burden of proof back onto the respective claimants. As further explained below, none of the Objecting Parties have carried their burden and produced any evidence whatsoever to establish that WMI is, in fact, liable for the conduct alleged in the respective Litigations.

**I. Claimants Dorothea and James Cornelius [Dkt. No. 2257]**

2. Pursuant to the Nineteenth Omnibus Objection, the Debtors objected to Claim Number 3216 (“Claim 3126”) filed by Dorothea and James Cornelius (the “Corneliuses”). Claim 3126 arises from a lawsuit filed by the Corneliuses in the State Court of Fulton County, Georgia, Case No. 05-VS-083603, seeking the recoupment of prepayment and penalty amounts allegedly paid by the Corneliuses in connection with their mortgage issued by Long Beach Mortgage Company. Other than the fact that WMI was named in the underlying lawsuit, the Corneliuses have failed to allege any actionable conduct on the part of WMI. Long Beach Mortgage Company, the mortgagee according to the Corneliuses, was a subsidiary of WMB at the time when the Federal Deposit Insurance Corporation sold substantially all of the assets of WMB to JPMorgan Chase Bank, N.A. (the “Sale Transaction”) and was, accordingly, sold to JPMorgan in connection therewith. The Debtors objected to Claim 3126 on the basis that WMI does not now, and never has, issued or serviced a mortgage for the Corneliuses. Furthermore, the Corneliuses alleged that Long Beach Mortgage Company, and not the Debtors, issued their mortgage.

3. In their Response, the Corneliuses make no attempt to refute the Debtors’ arguments or the evidence submitted by the Debtors. Rather, they merely restate their position outlined in the proof of claim and re-attach some of the same documents previously referenced therein. Thus, the Corneliuses have failed to prove the validity of their claim by a preponderance

of the evidence. In re Allegheny Int'l, Inc., 954 F.2d at 173-74. Accordingly, Claim 3126 should be disallowed in its entirety.

## **II. Claimant Melissa Gonell [Dkt. No. 2217]**

4. Pursuant to the Nineteenth Omnibus Objection, the Debtors objected to Claim Number 1100 (“Claim 1100”) filed by the Law Offices of Charles Nathan on behalf of Melissa Gonell (the “Gonell”). Claim 1100 arises from a postpetition lawsuit filed by Gonell in the Civil Court for the City of New York, County of Bronx, Index No. 120244-09, in connection with a claim for personal injury resulting from an alleged slip and fall accident at a WMB bank branch. The Debtors objected to Claim 1100 on the basis that WMI does not now, and never has, owned or had control over the bank premises at which the alleged accident occurred. In addition, and more importantly, the Debtors objected to Claim 1100 because, as alleged in the Verified Complaint filed in the underlying lawsuit, a copy of which is attached hereto as Exhibit B, the alleged injury to Gonell occurred on September 27, 2008 – two (2) days **after** the Sale Transaction. Accordingly, notwithstanding that WMI never directly owned the subject premises, by virtue of the Sale Transaction, the retail bank at which the Claimant allegedly sustained an injury was owned, either directly or indirectly, by JPMorgan, not WMI. Consequently, WMI cannot be held liable for any such injury and Claim 1100 should be disallowed in its entirety.

5. In their Response, Claimant summarily concludes that the Debtors were in “possession of the Branch either through a lease or sublease agreement.” This allegation is patently false and is, in fact, a legal impossibility since WMB and its assets, which included all retail bank locations, were seized by the OTS and FDIC by operation of law and sold to JPMorgan on September 25, 2008. See Purchase Agreement § 3.1. Consequently, Claim 1100

fails to allege any valid liability of the Debtors and should, therefore, be disallowed in its entirety.

**III. Claimant Belal Dalati [Dkt. No. 2203]**

6. Pursuant to the Nineteenth Omnibus Objection, the Debtors objected to Claim Number 934 (“Claim 934”) filed by Belal Dalati (“Dalati”). Claim 934 arises from a lawsuit filed by Dalati in the California Superior Court, Orange County, Central Justice Center, Case No. 30-2008-00107369, in connection with alleged mistakes made on certain deeds of trust used to secure residential loans extended to Dalati by WMB. The Debtors objected to Claim 934 on the basis that the allegations in the underlying lawsuit did not implicate WMI conduct and, as evidenced by the Smith Declaration filed in support of the Omnibus Objection, WMI never has directly engaged in mortgage lending or servicing. Consequently, Dalati’s claims, which relate to various mortgages he secured from WMB or its subsidiaries simply do not implicate WMI nor allege a valid liability of either Debtor. Accordingly, Claim 934 should be disallowed in its entirety.

7. In his Response, Dalati merely restates the alleged facts of the complaint underlying Claim 934. Dalati makes no attempt to refute the Debtors’ argument that WMI is the wrong party or that WMI never specifically engaged in the alleged conduct that caused him damage. Moreover, none of the documents that Dalati attached to his Response—*e.g.*, equity line of credit, the deeds of trust, and correspondence with Washington Mutual Bank—shows that WMI was involved with any of the alleged facts in the underlying litigation. Accordingly, Claim 934 should be expunged and disallowed in its entirety.

#### **IV. Claimant Silas Wrigley [Dkt. No. 2202]**

8. Pursuant to the Nineteenth Omnibus Objection, the Debtors objected to Claim Number 3356 (“Claim 3356”) filed by Silas Wrigley (“Wrigley”). Claim 3356 arises from a lawsuit filed by Wrigley in the Superior Court of California, County of Butte, Case Number 134343, in connection with the alleged mishandling of his mortgage and the foreclosure of his property. The Debtors objected to Claim 3356 on the basis that the allegations in Wrigley’s lawsuit do not implicate WMI conduct and, as supported by the Smith Declaration, WMI has never originated or serviced any mortgage loan in the United States or elsewhere.

9. In his Response, Wrigley merely restates certain allegations from his lawsuit. He makes no attempt to refute the Debtors’ argument that WMI is the wrong party or that WMI has never originated or serviced any mortgage loan in the United States. Wrigley’s only argument is that it is “inequitable” (i) to use the Nineteenth Omnibus Objection in lieu of a summary judgment motion in the underlying lawsuit and (ii) to set the forum for WMI’s bankruptcy case in this Court. (Wrigley Response ¶ 11, 12). First, pursuant to section 362(a) of the Bankruptcy Code, the automatic stay went into effect in these cases on September 26, 2008 and thereafter prohibited the continuation of the underlying lawsuit against the Debtors. See 11 U.S.C. § 362(a). Second, under well-settled authority, by filing a proof of claim, Wrigley submitted himself and his claim to the claims allowance and disallowance process and to the equitable jurisdiction of the Bankruptcy Court. See Langenkamp v. Culp, 498 U.S. 42, 44 (1990) (“by filing a claim against a bankruptcy estate the creditor triggers the process of allowance and disallowance of claims, thereby subjecting himself to the bankruptcy court’s equitable power”) (internal quotation marks omitted). Wrigley’s assertions of inequity are thus completely irrelevant to this Court’s power to disallow a claim filed with this Court and where,

as here, the claimant could not establish the debtor's liability. Accordingly, Claim 3356 should be disallowed in its entirety.

**V. Claimant Estate of Elaine DiNaples [Dkt. No. 2211]**

10. Pursuant to the Nineteenth Omnibus Objection, the Debtors objected to Claim Number 2844 ("Claim 2844") filed by the Estate of Elaine DiNaples ("DiNaples") for alleged liability relating to an action filed by DiNaples in Surrogate's Court in Kings County, New York (File No. 5034/1999) against WMI and/or WMB. In the underlying action, DiNaples alleges that she had a passbook at Dime Savings Bank that was never paid out and seeks payment of the funds in the account and any interest accrued thereon.. Pursuant to a series of contemporaneous and side-by-side merger transactions, WMI acquired Dime Bancorp, and WMB acquired Dime Savings Bank in 2002. As part thereof, WMB became liable for all deposit liabilities of Dime Savings Bank. In its answer to DiNaples' complaint, WMB allegedly denied having a record of the account.

11. The Debtors' initially objected to Claim 2844 on the grounds that it contains no allegations that would impose any liability upon WMI, which has never been a depository institution or issued passbook savings accounts. In support of its objection, the Debtors submitted the Smith Declaration, which stated that WMI has never "engaged in any form of banking function, such as investments on behalf of banking customers, the issuance or servicing of any passbook savings accounts, credit cards, checking accounts or the maintenance of a safe deposit function." Smith Decl. ¶8.

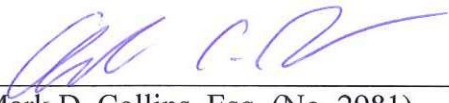
12. In its response, DiNaples merely asserts that "WMI has failed to provide documentation demonstrating that it has no liability on the passbook account. Accordingly, there is no basis for disallowance of the Claim." (DiNaples Response ¶6.) DiNaples misconstrues

WMI's and DiNaples' respective burdens. As noted above, the burden of proof initially rests with DiNaples, who must allege facts sufficient to support its claim. In re Allegheny Int'l, Inc., 954 F.2d 167, 173-74 (3d Cir. 1992). Thereafter, the burden shifts to WMI to "produce evidence sufficient to negate the prima facie validity of the filed claim." Id. Once WMI produces sufficient evidence "to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence." Id. Additionally, the "burden of persuasion is always on the claimant." Id. Through the Smith Declaration, WMI has met its burden to negate the sworn facts in DiNaples' claim. DiNaples' only argument in response, that the burden is on WMI to prove it is not liable, is both incorrect and fails to meet DiNaples' burden of proving the validity of its claim by a preponderance of the evidence. Thus, DiNaples fails to meet its burden and Claim 2844 should be disallowed in its entirety.



WHEREFORE the Debtors respectfully request that the Court enter an order (i) granting the relief requested in the Omnibus Objection with respect to the claims considered by the Court at the hearing to be held on February 5, 2010 and (ii) granting the Debtors such other and further relief as is just.

Dated: Wilmington, Delaware  
February 2, 2010



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*Attorneys for the Debtors and Debtors in Possession*

**Exhibit A**

<b><u>Claimant(s)</u></b>	<b><u>Claim No.(s)</u></b>	<b><u>Response Filed</u></b>	<b><u>Status</u></b>
Marlene Finie Aubert	3546	None.	The objection to this claim is going forward uncontested.
Bert and Linda Barber / David Nelson	2037	Yes [Dkt. No. 2204]	This matter has been adjourned to March 18, 2010.
Mary Barr	3413	None	The objection to this claim is going forward uncontested.
Pouran Bouzari	320	None	The objection to this claim is going forward uncontested.
Ernest J. Ciccotelli, Esq.	86	Yes [Dkt No. 2218].	This matter has been adjourned to March 18, 2010.
Harry Constas, Esq.	3129	None	The objection to this claim is going forward uncontested.
Dorothea and James Cornelius	3126	Yes [Dkt. No. 2257]	The objection to this claim is going forward.
Belal Dalati	934	Yes [Dkt. No. 2203]	The objection to this claim is going forward.
Estate of Elaine DiNaples	2844	Yes [Dkt. No. 2211]	The objection to this claim is going forward.
Edwin Dupin	2059	None.	The objection to this claim is going forward uncontested.
Victor Erlich Executor of Estate of David Erlich	3548/ 2239	None.	The objection to this claim is going forward uncontested.
Dale George	196	None.	The objection to this claim is going forward uncontested.
Deborah Hoover	3372	Yes [Dkt. No. 2258].	The Debtors and Claimant have agreed to include certain additional language to the order sustaining the Omnibus Objection. The Debtors will submit to the Court at the hearing to consider the Omnibus Objection appropriate comparisons indicating the additional language. Based on this agreement, Claimant has no further objection to the relief requested in the Omnibus Objection.
Yi Huang	2827	None.	The objection to this claim is going forward uncontested.
Stuart J. Liebman, Esq.	807	None.	The objection to this claim is going forward uncontested.
John J. Lindsay	2933	None.	The objection to this claim is going forward uncontested.
Richard J. McCord, Esq., Chapter 7 Trustee for Yandoli Foods	568	Yes [Dkt. No. 2216].	This matter has been adjourned until March 18, 2010.

<u>Claimant(s)</u>	<u>Claim No.(s)</u>	<u>Response Filed</u>	<u>Status</u>
Harlethe and Rigoberto Mora / Andrew P. Stein	3535	None.	Claimant has withdrawn the proof of claim. As such, the Debtors have removed Claim 3535 from the order that will submitted to the Court.
Law Offices of Charles Nathan	1100	Yes [Dkt. No. 2217]	The objection to this claim will be going forward.
Mary A. Rabon	2904	None	The objection to this claim is going forward uncontested.
Brian A. Rickert / Ben Westoff	1521	None.	The objection to this claim is going forward uncontested.
Cora and Richard Roldan / Lemons, Grundy & Eisenberg	1909	None.	Claimant filed a Notice of Withdrawal, with prejudice, on January 8, 2010. As such, the Debtors have removed Claim 1909 from the order that will submitted to the Court.
Louis Mitchell Robinette (incorrectly listed attorney, J. Thomas Beasley, as claimant)	3057	None.	The objection to this claim is going forward uncontested.
Henry J. Williams, Sr./Michael Cobbs, Esq. (Brown & Hutchinson)	1530	None	The objection to this claim is going forward uncontested.
Silas Wrigley	3356	Yes [Dkt. No. 2202]	The objection to this claim is going forward.

**Exhibit B**

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RLF1 3534080v.1

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX

MELISSA GONELL

Plaintiff,

-against-

WASHINGTON MUTUAL BANK, WASHINGTON MUTUAL  
INC. AND JP MORGAN CHASE AND COMPANY

Defendants.

SUMMONS 120244BCV2009

Plaintiff's residence

Address: 100 Erskine Place  
#14C, Bronx, NY 10475

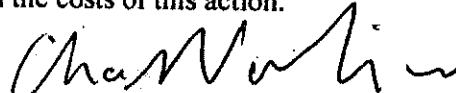
The basis of the venue

Designated is : Plaintiff's  
County of Residence

To the above named defendant(s)

**YOU ARE HEREBY SUMMONED** to appear in the Civil Court of the City of New York, County of Bronx at the Office of the Clerk of the said Court at 851 Grand Concourse, in the County of Bronx, City and State of New York 10451, within the time provided by law as noted below and to file your answer to the (annexed complaint) with the Clerk; upon your failure to answer, judgment will be taken against you for the sum of \$25,000.00 with interest thereon from the 27<sup>th</sup> day of September, 2008 together with the costs of this action.

Dated: August 10, 2009



CHARLES NATHAN, ESQ.

Law Office of Charles Nathan, PC.

Attorney for Plaintiff

P.O. Box 753143

Bronx, New York 10475

917-282-9871

Defendants' Address :

Washington Mutual Bank

2130 Bartow Ave

Bronx, New York 10475.

Washington Mutual Inc. 2130 Bartow Ave. Bronx, NY 10475

JP Morgan Chase & Co. 2130 Bartow Ave, Bronx, NY 10475

**NOTE:** The law provides that:

- a) If this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or
- b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

\* If the cause of action is for money only and a formal complaint is not attached to the summons, strike the words "annexed complaint". If a formal complaint is attached to the summons, strike the words "endorsed summons".

CIVIL COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MELISSA GONELL,

Plaintiff,

-against-

VERIFIED COMPLAINT

WASHINGTON MUTUAL BANK, WASHINGTON  
MUTUAL INC. AND JP MORGAN CHASE AND  
COMPANY.

Defendants.

-----X

Plaintiff, MELISSA GONELL, by her attorney, CHARLES NATHAN, ESQ.,  
complaining of the Defendants alleges the following upon information and belief :

- 1) That at all times herein mentioned, plaintiff was and still is a resident of the County of Bronx.
- 2) That at all times herein mentioned, Defendant Washington Mutual Bank was and still is a financial institution organized and existing by virtue of and under the laws of the State of New York.
- 3) That at all times herein mentioned, defendant Washington Mutual Bank was and still is a foreign bank authorized to do business in the State of New York.
- 4) That at all times herein mentioned, defendant Washington Mutual Bank was the owner of the premises located at 2130 Bartow Avenue, in the County of Bronx, State of New York.
- 5) That at all times herein mentioned, defendant Washington Mutual Bank operated the aforescribed premises.
- 6) That at all times herein mentioned, defendant Washington Mutual Bank managed the aforescribed premises.
- 7) That at all times herein mentioned, defendant Washington Mutual Bank maintained the aforescribed premises.
- 8) That at all times herein mentioned, defendant Washington Mutual Bank controlled

the aforescribed premises.

- 9) That at all times herein mentioned, defendant Washington Mutual Bank had the responsibility of operating, maintaining, inspecting, managing and controlling the tiled area inside the premises where the ATM machines were housed.
- 10) That at all times herein mentioned, defendant Washington Mutual Inc. was and still is a domestic corporation, organized and existing by virtue of and under the laws of the State of New York.
- 11) That at all times herein mentioned, defendant Washington Mutual Inc. was and still is a foreign corporation authorized to do business in the State of New York.
- 12) That at all times herein mentioned, defendant Washington Mutual Inc., was the owner of the premises located at 2130 Bartow Avenue, in the County of Bronx, State of New York.
- 13) That at all times herein mentioned, defendant Washington Mutual Inc. operated the aforescribed premises.
- 14) That at all times herein mentioned, defendant Washington Mutual Inc. managed the aforescribed premises.
- 15) That at all times herein mentioned, defendant Washington Mutual Inc. maintained the aforescribed premises.
- 16) That at all times herein mentioned, defendant Washington Mutual Inc. controlled the aforescribed premises.
- 17) That at all times herein mentioned, defendant Washington Mutual Inc. had the responsibility of operating, maintaining, inspecting, managing and controlling the tiled area inside the premises where the ATM machines were housed.
- 18) That at all times herein mentioned, defendant JP Morgan Chase & Co. is a domestic banking corporation organized and existing by virtue of and under the laws of the State of New York.
- 19) That at all times herein mentioned, defendant JP Morgan Chase & Co. was and still is a foreign banking corporation authorized to do business in the State of New York.
- 20) That at all times herein mentioned, defendant JP Morgan Chase & Co. was the owner of the premises located at 2130 Bartow Avenue, in the County of Bronx, State of New York.
- 21) That at all times herein mentioned, defendant JP Morgan Chase & Co. operated the

aforedescribed premises.

- 22) That at all times herein mentioned, defendant JP Morgan Chase & Co. managed the aforedescribed premises.
- 23) That at all times herein mentioned, defendant JP Morgan Chase & Co. maintained the aforedescribed premises.
- 24) That at all times herein mentioned, defendant JP Morgan Chase & Co. controlled the aforedescribed premises.
- 25) That at all times herein mentioned, defendant JP Morgan Chase & Co. had the responsibility of operating, maintaining, inspecting, managing and controlling the tiled area inside the premises where the ATM machines were housed.
- 26) That on September 27, 2008, while plaintiff was lawfully on the aforedescribed premises, plaintiff was caused to sustain serious, severe and permanent personal injuries as a result of the negligence, carelessness and omissions of the defendants by and through their agents, servants and/or employees as hereinafter set forth.
- 27) The defendants, and each of them, by and through their agents, servants and/or employees, were negligent, careless and omiss in the ownership, operation, maintenance, care and control of the aforesaid premises in that they caused, suffered, allowed and permitted a dangerous and hazardous condition to exist and remain on the premises at the aforementioned location; in failing to take any and/or appropriate measures to prevent said dangerous and hazardous condition from being in remain and existing; in failing to give any or adequate signal, sign , warning or other notice of the aforementioned dangerous and hazardous condition; in failing to take necessary precautions to the dangerous condition as aforementioned; in making improper, unsafe and inadequate cleaning of the aforementioned dangerous condition; in failing to properly, timely and adequately inspect the aforementioned area ; in creating and/or allowing, suffering and permitting a nuisance to remain in existence at the aforementioned area; in causing and/or suffering, allowing and permitting a trap to remain in existence at the aforementioned area; in failing to rope off and/or otherwise prevent the use of the aforementioned area; in causing, suffering, allowing and/or permitting an excessive amount of water to remain and exist at the aforementioned area; in failing to take any and all proper adequate steps to remove said water from the aforementioned premises; including but not limited to placing adhesive rubber mats to cover the entire area; in failing to maintain the premises in a safe and clean condition for pedestrians lawfully upon said premises to properly and adequately ambulate; all of which the defendants had or should have had by reasonable inspection, notice and/or knowledge thereof and in addition to and in the alternative to all the aforementioned acts of negligence, defendants were negligent by virtue of the doctrine of res ipsa loquitor, and in general the defendants failed to use that degree of care and caution warranted under all the surrounding



- circumstances.
- 28) That the limited liability provisions of CPLR Article 16 does not apply to this action.
  - 29) That solely by reason of the aforesaid, the plaintiff became sick, sore, lame and disabled, suffered, continues to suffer and will continue to suffer for the foreseeable future great mental and physical pain, mental anguish and bodily injuries; that the plaintiff has been informed and verily believes that she will suffer future and permanent pain, discomfort and inconvenience and other permanent symptoms, signs and effect.
  - 30) That solely by reason of the aforesaid, the plaintiff received injury to and about her face and right eye.
  - 31) That solely by reason of the aforesaid, this plaintiff was unable to attend to her usual occupation for some period of time and upon information and belief, will be unable to attend to her usual occupation for some period of time in the future.
  - 32) That solely by reason of the aforesaid, the plaintiff was obligated to undergo medical treatment and will be obliged to undergo further treatment for some time to come.
  - 33) That as a result of the foregoing, plaintiff MELISSA GONELL seeks damages in the amount of \$25,000.00.

WHEREFORE, plaintiff MELISSA GONELL demands judgment against the Defendants in the amount of \$25,000.00 with interest, costs and disbursements of this action.

Dated: Bronx, New York  
August 1, 2009

Yours, etc.  


Law Office of CHARLES NATHAN, PC  
Attorney for Plaintiff  
Post Office Box 753143  
Bronx, New York 10475

Tel : 917 -282 -9871

**INDIVIDUAL VERIFICATION**

STATE OF NEW YORK  
COUNTY OF BRONX

ss:

MELISSA GONELL, being duly sworn says :

I am the Plaintiff in the above action herein ; I have read the annexed COMPLAINT and I know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

The source of my belief, as to those matters therein not stated upon knowledge is based upon the following :

Documents and Records I have in my possession.

  
MELISSA GONELL

Sworn to before me on 5<sup>th</sup> day of August, 2009

  
\_\_\_\_\_  
NOTARY PUBLIC

CHARLES NATHAN  
NOTARY PUBLIC, State of New York  
No. 4900006  
Qualified in Bronx County  
Commission Expires August 31, 2009

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF BRONX

-----X  
MELISSA GONELL

Plaintiff,

-against-

WASHINGTON MUTUAL BANK, WASHINGTON MUTUAL  
INC., AND JP MORGAN CHASE AND COMPANY.

Defendants.

-----X  
SUMMONS AND COMPLAINT

Law Office of Charles Nathan PC.  
Attorney for Plaintiff  
Post Office Box 753143  
Bronx, New York 10475

917-282-9871

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