

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re : Chapter 11
 WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
 :
 Debtors. : (Jointly Administered)
 :
 : Hearing Date: July 20, 2010 at 10:30 .am. (EDT)
 : Objection Deadline: July 13, 2010 at 4:00 p.m. (EDT)
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**DEBTORS' SUPPLEMENTAL APPLICATION
 PURSUANT TO SECTIONS 327(e) AND 328(a) OF THE
 BANKRUPTCY CODE AND RULE 2014 OF THE FEDERAL RULES OF
 BANKRUPTCY PROCEDURE FOR AUTHORIZATION TO ENLARGE THE
RETENTION OF PERKINS COIE LLP AS SPECIAL COUNSEL TO THE DEBTORS**

Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment"), as debtors and debtors in possession (collectively, the "Debtors"), hereby file this supplemental application (the "Supplemental Application") for authorization to expand the scope of employment of Perkins Coie LLP ("Perkins") and respectfully represent:

Background

1. On September 26, 2008 (the "Commencement Date"), each of the Debtors commenced with this Court a voluntary case pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On October 3, 2008, the Court entered an order, pursuant to Rule

¹ 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 925 Fourth Avenue, Seattle, Washington 98104.



1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the joint administration of the Debtors’ chapter 11 cases.

2. On October 15, 2008, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Creditors’ Committee”). On January 11, 2010, the U.S. Trustee appointed an official committee of equity security holders (the “Equity Committee”).

3. On March 26, 2010, the Debtors filed their *Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* and a related disclosure statement, which were subsequently amended. Most recently, on June 14, 2010, the Debtors filed their *Fourth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, and a related disclosure statement (the “Disclosure Statement”). A hearing to consider approval of the Disclosure Statement is scheduled for July 8, 2010.

Retention of Perkins Coie

4. By order, dated November 25, 2008 [Docket No. 351], this Court authorized the Debtors to retain Perkins as special counsel in these chapter 11 cases (the “Retention Order”). Copies of the Retention Order and the Supplemental Declaration of John S. Kaplan in Support of the Debtors’ Motion for an Order Authorizing Debtors to Retain Perkins [Docket No. 326], are attached hereto as Exhibits C and D. Pursuant to the Retention Order, Perkins was retained to provide certain corporate law services, employment law services, intellectual property counsel, and to continue to provide legal services in connection with certain matters worked on prepetition.

The Washington State Action

5. On March 3, 2010, the Equity Committee filed an adversary proceeding seeking an order under Washington law compelling WMI to hold an annual shareholders' meeting for the election of WMI's board of directors. On March 11, 2010, the Equity Committee moved for summary judgment or, alternatively, for relief from the automatic stay. Because issues of Washington state law were implicated, the Debtors' bankruptcy counsel sought the advice of corporate and litigation attorneys at Perkins.

6. On April 7, 2010, the Debtors answered the Equity Committee's adversary complaint and opposed the Equity Committee's summary judgment motion. WMI also asserted a counterclaim for relief under 11 U.S.C. § 105(a) asserting that, because the Equity Committee's attempt to force WMI to convene and hold an annual WMI shareholders' meeting constitutes "clear abuse," the Delaware Bankruptcy should stay the adversary proceeding and bar the Equity Committee from seeking relief in Washington state court in order to compel a WMI shareholders' meeting.

7. On April 26, 2010, this Court issued an order finding that the automatic stay was inapplicable to any action by any one or more shareholders of WMI seeking to compel WMI to hold an annual shareholders' meeting.

8. On April 26, 2010, Michael Willingham and Esopus Creek Value LP (the "Plaintiffs") filed a complaint in the Superior Court of the State of Washington for the County of Thurston ("Washington State Court") seeking an order requiring WMI to immediately convene and hold an annual shareholders' meeting for the nomination and election of WMI's board of directors (the "State Court Action"). On May 4, 2010, Plaintiffs filed an amended complaint asserting the same claim seeking the same relief against WMI.

9. On May 13, 2010, WMI timely removed the State Court Action to the United States Bankruptcy Court for the Western District of Washington and answered the amended complaint (collectively with the State Court Action, the “Washington Proceedings”).

10. On May 14, 2010, WMI filed a motion to transfer, stay, or dismiss the State Court Action. On May 21, 2010, the Plaintiffs filed a motion to remand the State Court Action back to Washington State Court.

11. By order, dated June 21, 2010, Judge Snyder of the United States Bankruptcy Court for the Western District of Washington granted WMI’s motion to transfer the case and preserved the issue of remand for this Court’s determination.

WMI’s Business

12. WMI, a holding company incorporated in the State of Washington, is the direct parent of WMI Investment, which served as an investment vehicle for WMI and holds a variety of securities. WMI Investment is incorporated in the State of Delaware.

13. Prior to the Commencement Date, WMI operated as a savings and loan holding company that owned Washington Mutual Bank (“WMB”) and, indirectly, such bank’s subsidiaries, including Washington Mutual Bank fsb (“WMBfsb”). WMI still owns all of the outstanding stock of WMB, and WMI also has certain non-banking, non-debtor subsidiaries (the “Non-debtor Subsidiaries”). Like all savings and loan holding companies, WMI was subject to regulation by the Office of Thrift Supervision (the “OTS”). WMB and WMBfsb, in turn, like all depository institutions with federal thrift charters, were subject to regulation and examination by the OTS. In addition, WMI’s banking and nonbanking subsidiaries were overseen by various federal and state authorities, including the FDIC.

14. On September 25, 2008 (the “Receivership Date”), the OTS, by order number 2008-36, closed WMB, appointed the FDIC as receiver for WMB (the “FDIC Receiver”) and advised that the FDIC Receiver was immediately taking possession of WMB’s assets (the “Receivership”). Immediately after its appointment as receiver, the FDIC Receiver sold substantially all the assets of WMB, including the stock of WMBfsb, to JPMorgan Chase Bank, National Association pursuant to that certain Purchase and Assumption Agreement, Whole Bank, dated as of September 25, 2008.

15. WMI’s assets include its common stock interest in WMB, its interest in its non-banking subsidiaries, and more than \$4 billion of cash that WMI and its non-banking subsidiaries (including WMI Investment) had on deposit at WMB and WMBfsb immediately prior to the time the FDIC was appointed as receiver.

Jurisdiction

16. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

17. By this Supplemental Application, the Debtors request, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Rule 2014-1 of the Local Rules for the United States Bankruptcy Court District of Delaware (the “Local Rules”), entry of the proposed order, substantially in the form attached hereto as Exhibit B, expanding the retention of Perkins as special counsel for the Debtors for the additional purpose of assisting the Debtors with the shareholders’ demands and the Washington Proceedings. In support of this Supplemental Application, the Debtors submit and rely on the Second Supplemental Declaration

of John S. Kaplan (the “Second Supplemental Kaplan Declaration”), a copy of which is annexed hereto as Exhibit A.

Services to be Rendered

18. As set forth above, the Debtors have requested and Perkins has provided services related to the Washington Proceedings. With Perkins’ assistance, the Debtors have been able to prosecute and defend the State Court Action. Specifically, with Perkins’ assistance, the Debtors:

- Removed the State Court Action to the Bankruptcy Court for the Western District of Washington;
- Filed a Motion to Transfer, Stay or Dismiss the State Court Action;
- Answered the Complaint filed in State Court Action;
- Filed an Opposition to Plaintiffs’ Motion to Remand or in the Alternative, Transfer for Hearing on Remand; and
- Filed a Reply in Support of WMI’s Motion to Transfer, Stay, or Dismiss the State Court Action.

Perkins’ services may also include litigating the State Court Action in Washington State Court if the Plaintiffs’ renew their motion to remand the case back to Washington State Court and such motion is granted by this Court.

19. The Debtors believe that Perkins is uniquely suited to assist the Debtors in the Washington Proceedings due to their expertise with Washington State law – a central issue in the Washington Proceedings – and due to their familiarity with the Debtors’ businesses and financial affairs. As described in the Debtors’ original application to retain Perkins filed with the Court on October 24, 2008 [Docket No. 157] (the “Original Retention Application”), Perkins has provided legal services to the Debtors since 2000 in connection with intellectual property, corporate, transactional, litigation, employment and other matters. And, since the

Commencement Date, Perkins has served as special counsel to the Debtors in connection with certain employment law and intellectual property matters, and has continued to provide legal services in connection with certain other matters worked on prepetition.

20. The Debtors believe that the employment of Perkins to assist with the Washington Proceedings has and will enable the Debtors to avoid the unnecessary delay and expense otherwise attendant to another law firm familiarizing itself with the matters described above. In view of Perkins' extensive experience with and knowledge of WMI, and its familiarity with Washington State law, Perkins' availability to assist the Debtors in connection with the Washington Proceedings is beneficial to the Debtors' estates.

21. For these reasons, the Debtors submit that expanding the scope of Perkins' retention is in the best interests of the Debtors, their estates, and creditors.

**Perkins Holds No Interest
Adverse To the Debtors or Their Estates**

22. To the best of the Debtors' knowledge, information, and belief, and except as otherwise set forth in the Second Supplemental Kaplan Declaration, Perkins does not have any connection with, or any interest adverse to, the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, with respect to the matters on which Perkins is to be retained or employed in these chapter 11 cases. *See* 11 U.S.C. § 327(e).

23. The Debtors have been informed that Perkins will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, Perkins will promptly supplement this disclosure to the Court.

Terms of Compensation

24. Subject to Court approval, the Debtors will compensate Perkins in accordance with the terms set forth in the Original Retention Application and in the original Kaplan Declaration, dated October 23, 2008, attached to the Original Retention Application (the "Original Kaplan Declaration").

25. Specifically, for services rendered by Perkins in connection with the Washington Proceedings, the Debtors, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, dated November 14, 2008 [Docket No. 302] (the "Guidelines"), and further orders of this Court (the "Orders"), propose to pay Perkins its customary hourly rates that are in effect from time to time, as set forth in the Original Kaplan Declaration. The Debtors respectfully submit that such rates are reasonable and comparable to the rates other firms charge for similar services.

26. In addition to the foregoing, subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines, and any Orders, the Debtors propose to reimburse Perkins for expenses incurred in connection with their representation of the Debtors in the Washington Proceedings, including, among other things, filing fees, word processing, telephone and telecopier usage, photocopying charges, travel expenses, expenses for "working meals," computer-aided research, as well as non-ordinary overhead expenses such as secretarial overtime. The Debtors understand that Perkins will charge the Debtors for these expenses in a manner and at rates consistent with charges made prior to and after the Commencement Date.

27. The Debtors understand that Perkins intends to apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330, the Guidelines, and any Orders for all services performed and expenses incurred and to be incurred in connection with the Washington Proceedings.

28. Perkins does and will continue to maintain time records in summary format, which shall set forth a description of the services rendered by each professional and the amount of time spent on each date, in one-tenth hour increments. Information regarding reimbursement of actual and necessary expenses incurred by Perkins also will be maintained.

The Relief Requested is Appropriate

29. Since the commencement of the Washington Proceedings, Perkins has performed services for the Debtors in connection therewith in good faith to properly advance and protect the interests of the Debtors. Perkins performed this work at the direction of the Debtors as the need to immediately respond to the Washington Proceedings was paramount. Accordingly, it is appropriate that the scope of Perkins' employment be expanded.

30. Perkins has and will continue to coordinate with Weil, Gotshal & Manges LLP ("WG&M") to ensure that services provided in connection with the Washington Proceedings are, to the maximum extent possible, complementary and not duplicative. In view of Perkins' extensive experience with and knowledge of WMI, its familiarity with Washington law, and its proximity to the Washington State Court and the United States Bankruptcy Court for the Western District of Washington, it is important for Perkins to continue to be available to assist WG&M in connection with the Washington Proceedings.

31. Based on the foregoing, the Debtors submit that the relief requested is necessary and appropriate, is in the best interests of their estates and creditors, and should be granted in all respects.

Notice

32. No trustee or examiner has been appointed in these chapter 11 cases. Notice of this Supplemental Application has been provided to: (i) the U.S. Trustee; (ii) counsel to the Equity Committee; (iii) counsel to the Creditors' Committee; and (iv) all other persons who have requested to receive notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice need be provided.

No Previous Request

33. Except as provided in Perkins' Original Retention Application, no previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: June 30, 2010
Wilmington, Delaware



Mark D. Collins (No. 2981)
Chun I. Jang (No. 4790)
Drew G. Sloan (No. 5069)
Julie A. Finocchiaro (No. 5303)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

– and –

Marcia L. Goldstein, Esq.
Brian S. Rosen, Esq.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

ATTORNEYS TO THE DEBTORS
AND DEBTORS IN POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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:
In re : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
:
: (Jointly Administered)
Debtors. :
:
: Hearing Date: July 20, 2010 at 10:30 a.m. (EDT)
-----X : Objection Deadline: July 13, 2010 at 4:00 p.m. (EDT)

NOTICE OF DEBTORS' SUPPLEMENTAL APPLICATION PURSUANT TO SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE AND RULE 2014 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE FOR AUTHORIZATION TO ENLARGE THE RETENTION OF PERKINS COIE LLP AS SPECIAL COUNSEL TO THE DEBTORS

PLEASE TAKE NOTICE that, on June 30, 2010, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the **Debtors’ Supplemental Application Pursuant to Sections 327(e) and 328(a) of the Bankruptcy Procedure for Authorization to Enlarge the Retention of Perkins Coie LLP as Special Counsel to the Debtors** (the “Supplemental Application”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Supplemental Application must be filed in writing with the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, and served upon and received by the undersigned counsel for the Debtors on or before **July 13, 2010 at 4:00 p.m. (Eastern Daylight Time)**.

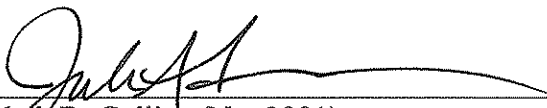
¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor’s federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors’ principal offices are located at 925 Fourth Avenue, Seattle, Washington 98104.

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served and received and such objection is not otherwise timely resolved, a hearing to consider such objection and the Supplemental Application will be held before The Honorable Mary F. Walrath at the Bankruptcy Court, 824 Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 on **July 20, 2010 at 10:30 a.m. (Eastern Daylight Time)**.

IF NO OBJECTIONS TO THE SUPPLICATION APPLICATION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE SUPPLICATION APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 30, 2010
Wilmington, Delaware

RICHARDS, LAYTON & FINGER, P.A.



Mark D. Collins (No. 2981)
Chun I. Jang (No. 4790)
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– and –

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Facsimile: (212) 310-8007

Attorneys to the Debtors and Debtors in Possession

Exhibit A

Second Supplemental Declaration of John S. Kaplan

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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:
In re : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
:
: (Jointly Administered)
Debtors. :
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SECOND SUPPLEMENTAL
DECLARATION OF JOHN S. KAPLAN IN
SUPPORT OF DEBTORS' SUPPLEMENTAL APPLICATION
FOR AN ORDER AUTHORIZING DEBTORS TO ENLARGE
THE RETENTION OF PERKINS COIE LLP AS SPECIAL COUNSEL

JOHN S. KAPLAN declares and says:

1. I am a partner in the firm of Perkins Coie LLP ("Perkins"), and am admitted to practice law in the State of Washington, U.S. District Courts for the Western and Eastern Districts of Washington, and the Courts of Appeals in the Ninth Circuit. I submit this declaration in support of the application of Washington Mutual, Inc. ("WMI") and WMI Investment Corporation ("WMI Investment"), as debtors and debtors in possession (collectively, the "Debtors"), for a supplemental order authorizing the Debtors to expand the scope of Perkins Coie LLP's ("Perkins") retention as special counsel to assist with the Washington Proceedings (the "Application"). Except as otherwise indicated, I have knowledge of the matters set forth herein, either from personal knowledge or review of information in Perkins' files conducted by Perkins lawyers and non-lawyer personnel involved in preparing this declaration, and, if called

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as a witness, would testify thereto.² This Second Supplemental Declaration supplements my prior declarations filed in this case on October 24, 2008 (the “Original Kaplan Declaration”), and on November 20, 2008 (the “Supplemental Kaplan Declaration”).

2. I believe that Perkins is both well qualified and uniquely able to provide the services described below and that its retention would be in the best interests of the Debtors and their estates.

Services to be Rendered

3. Subject to further order of this Court, the Debtors have requested that Perkins expand the scope of its employment to assist the Debtors in connection with the Washington Proceedings.³ Specifically, to date, with Perkins’ assistance, the Debtors have:

- Removed the State Court Action to the Bankruptcy Court for the Western District of Washington;
- Filed a Motion to Transfer, Stay or Dismiss the State Court Action;
- Answered the State Court Action;
- Filed an Opposition to Plaintiff’s Motion to Remand or in the Alternative, Transfer for Hearing on Remand; and
- Filed a Reply in Support of Washington Mutual, Inc.’s Motion to Transfer, Stay, or Dismiss the State Court Action.

Perkins’ services may also include litigating the State Court Action in Washington State Court if the Plaintiffs’ renew their motion to remand the case back to Washington State Court and such motion is granted by this Court.

² Certain of the disclosures herein relate to matters within the knowledge of other attorneys and personnel at Perkins and are based on information provided by them.

³ Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Application.

4. The services rendered and to be rendered by Perkins in connection with the Washington Proceedings will not be duplicative of work performed by Weil, Gotshal & Manges LLP (“Weil”), the Debtors’ bankruptcy counsel, or any other law firms retained by the Debtors. Perkins and Weil have, and will continue to, work together to ensure that no services rendered are duplicative. Perkins will continue to coordinate with Weil to ensure that services provided in connection with the Washington Proceedings are, to the maximum extent possible, complementary and not duplicative. The terms of Perkins’ engagement by WMI, subject to further Court approval, are nearly identical to the terms of Perkins’ engagement previously approved by the Retention Order, and contained in the Original Kaplan Declaration, attached to the Supplemental Application as Exhibit E.

No Adverse Interest

5. Except as stated herein or in my prior declarations in this case, and to the best of my knowledge, neither Perkins nor I (a) have any “connection” with the Debtors, their creditors, any other parties in interest herein or their respective attorneys or accountants, or the U.S. Trustee with respect to the matters on which Perkins is engaged, or (b) hold or represents any interest adverse to the Debtors with respect to the matters on which Perkins is engaged.

Payment

6. In consideration for the services to be rendered to the Debtors in connection with the Washington Proceedings, and except as set forth herein, Perkins will seek to be compensated for services rendered at its regular hourly rates and will be reimbursed for all reasonable out-of-pocket expenses. Perkins’ hourly rates and billing policies are based on market conditions among certain firms of a size, location and practice comparable to Perkins. The terms of Perkins’ representation of the Debtors herein are set forth in the engagement letter,

attached to Perkins' original retention application, which includes Perkins' detailed policy with respect to expense reimbursement.

7. Consistent with past practice and its staffing procedures generally, a number of attorneys and paralegals at Perkins will provide services to the Debtors from time to time in connection with the Washington Proceedings. Those attorneys and paralegals who have recently been active in representing the Debtors in connection with the Washington Proceedings, and the current hourly billing rate for each named attorney and paralegal, are set forth in Schedule 1. From time to time, additional attorneys may be active in representing the Debtors.

8. Perkins maintains contemporaneous records of the time expended and out-of-pocket expenses incurred in connection with providing services to its clients.

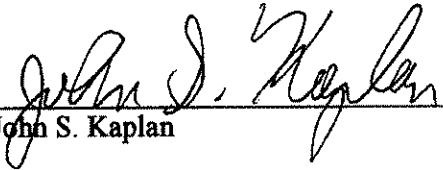
9. Perkins already submits applications for interim and/or final allowances of compensation pursuant to sections 330 and 331 of the Bankruptcy Code and the rules and orders of this Court. If approved by this Court, the additional work performed for the Debtors in connection with the Washington Proceedings will be added to these applications.

10. Other than as set forth above, no arrangement is proposed between the Debtors and Perkins for compensation to be paid in these cases.

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I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.

Dated: Seattle, Washington
June 30, 2010


John S. Kaplan

Schedule 1

<u>Timekeeper</u>	<u>Position</u>	<u>Billing Rate</u>
Abbe, Susan J	Editor	\$150.00
Barei, Valentina M.	Paralegal Assistant	\$140.00
Beane, Amanda J.	Associate	\$455.00
Boeder, Thomas L.	Partner	\$715.00
Burman, David J.	Partner	\$760.00
Eaton, Amy J.	Librarian	\$215.00
Edwards, Scott M.	Partner	\$570.00
Fields, Penny	Associate	\$405.00
Glant, Ryan D.	Associate	\$355.00
Hoskins, Rebecca H.	Associate	\$520.00
Kaplan, John S.	Partner	\$555.00
Kershaw, Beverly L.	Paralegal	\$210.00
Landefeld, Stewart M.	Partner	\$860.00
Lee, Elizabeth Y.	Associate	\$355.00
Maag, Mary Lou	Paralegal	\$195.00
MacIntyre, Bruce G.	Partner	\$555.00
Martinez, Angela R.	Associate	\$355.00
Pahl, Douglas R.	Partner	\$480.00
Patterson, Cheryl L.	Paralegal Assistant	\$165.00
Rava, William C.	Partner	\$530.00
Reynolds, Evan S.	Of Counsel	\$485.00
Reisman, Sandra B.	Senior Paralegal	\$280.00
Sittnick, Tammy M.	Associate	\$355.00
Thomas, Jeanette L.	Of Counsel	\$480.00
Tookey, Susan R. D.	Senior Paralegal	\$330.00
Weston, Cody M.	Partner	\$465.00
White, Willie J.	Associate	\$305.00

Exhibit B
Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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: **Chapter 11**
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In re : **Case No. 08-12229 (MFW)**
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WASHINGTON MUTUAL, INC., et al.,¹ : **(Jointly Administered)**
:
: **Debtors.**
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**SUPPLEMENTAL ORDER PURSUANT TO
SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE
AUTHORIZING THE DEBTORS TO ENLARGE THE RETENTION
OF PERKINS COIE LLP AS SPECIAL COUNSEL TO THE DEBTORS**

Upon the application, dated June 30, 2010 (the "Supplemental Application"), of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order pursuant to sections 327(e) and 328(a) of the Bankruptcy Code,² Bankruptcy Rule 2014, and Local Rule 2014-1, authorizing the Debtors to expand the scope of Perkins Coie LLP's employment ("Perkins"); and upon consideration of the Second Supplemental Kaplan Declaration, which is annexed to the Supplemental Application; and the Court being satisfied based on the representations made in the Supplemental Application and in the Second Supplemental Kaplan Declaration that Perkins represents no interest adverse to the Debtors' estates with respect to the matters upon which they are to be engaged; and that their employment is necessary and in the best interests of the Debtors' estates; and the Court

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² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Supplemental Application.

having found that the terms of the engagement are reasonable for the purposes of section 328(a) of the Bankruptcy Code; and the Court having jurisdiction to consider the Supplemental Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Supplemental Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Supplemental Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Supplemental Application is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Supplemental Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore, it is

ORDERED that the Supplemental Application is granted; and it is further

ORDERED that, in accordance with sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2104, and Local Rule 2014-1, the Debtors are authorized to expand the scope of Perkins's employment on the terms set forth in the Supplemental Application and this order; and it is further

ORDERED that Perkins shall be compensated in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed under 11 U.S.C. § 330, the *Amended Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, dated November 14, 2008 [Docket No. 302], and such other procedures as may be fixed by order of this Court; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2010

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit C

Retention Order, dated November 25, 2008

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

ORIGINAL

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In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
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Debtors. : (Jointly Administered)
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: Re: Docket No. 157
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**ORDER PURSUANT TO SECTIONS 327(e) AND 328(a) OF THE
BANKRUPTCY CODE AUTHORIZING THE EMPLOYMENT AND
RETENTION OF PERKINS COIE LLP AS SPECIAL
COUNSEL TO THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE**

Upon the application, dated October 24, 2008 (the "Application"), of Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment"), as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order pursuant to sections 327(c) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), authorizing the Debtors to employ and retain Perkins Coie LLP ("Perkins") as special counsel to the Debtors nunc pro tunc to the Commencement Date²; upon the Declaration of John S. Kaplan (the "Kaplan Declaration"), a partner at Perkins, which is annexed to the Application; and the Court being satisfied based on the representations made in the Application, in the Kaplan Declaration, in the Supplemental Declaration of John S. Kaplan, dated November 19, 2008 (the "Supplemental Kaplan Declaration") that Perkins represents no interest adverse to the Debtors' estates with respect to the matters upon which they are to be engaged, and that their employment is necessary

¹ 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.

² Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Application.



and in the best interests of the Debtors' estates; the terms of the engagement are reasonable terms for the purposes of section 328(a) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is granted; and it is further

ORDERED, that in accordance with sections 327(e) and 328(a) of the Bankruptcy Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Rule 2014-1 of the Local Rules for The United States Bankruptcy Court District of Delaware, the Debtors are authorized to employ and retain Perkins as special counsel to the Debtors on the terms set forth in the Application, with the scope of services as clarified in the Supplemental Kaplan Declaration, and this order, effective nunc pro tunc to the Commencement Date in the above captioned cases; and it is further

ORDERED, that Perkins shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this order, and any other applicable orders of this Court; and it is further

ORDERED, that during the pendency of any of the Debtors' chapter 11 cases, this Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation or enforcement of this Order.

Dated: November 25, 2008
Wilmington, Delaware



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit D

Supplemental Declaration of John S. Kaplan, dated November 19, 2008

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re : Chapter 11
WASHINGTON MUTUAL, INC., et al., : Case No. 08-12229 (MFW)
Debtors. : (Jointly Administered)
: Re: Docket No. 157

**SUPPLEMENTAL DECLARATION OF JOHN S. KAPLAN IN SUPPORT OF
DEBTORS' MOTION FOR AN ORDER AUTHORIZING DEBTORS TO
RETAIN PERKINS COIE LLP AS SPECIAL COUNSEL**

JOHN S. KAPLAN declares and says:

1. I am a partner in the firm of Perkins Coie LLP (“Perkins”), and am admitted to practice law in the State of Washington, U.S. District Courts for the Western and Eastern Districts of Washington, and the Courts of Appeals in the Ninth Circuit. I submit this declaration in support of the motion of Washington Mutual, Inc. (“WMI”) and WMI Investment Corporation (“WMI Investment”) (collectively, the “Debtors”), which have filed chapter 11 petitions in this Court, for an order authorizing the Debtors to retain Perkins as special counsel (the “Motion”). Except as otherwise indicated, I have knowledge of the matters set forth herein, either from personal knowledge or review of information in Perkins’ files conducted by Perkins lawyers and non-lawyer personnel involved in preparing this declaration, and, if called as a witness, would testify thereto.¹ This Declaration supplements my prior declaration filed in this case on October 24, 2008 (the “Original Kaplan Declaration”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Kaplan Declaration.

¹ Certain of the disclosures herein relate to matters within the knowledge of other attorneys and personnel at Perkins and are based on information provided by them.

2. Effective November 1, 2008, Stewart Landefeld returned to Perkins as a partner. Mr. Landefeld will counsel the Debtor with respect to SEC filings, advice to the board, and other general corporate law issues including issues for which the Debtors or Weil Gotshal seek his counsel based on his prior experience with the Debtors. Mr. Landefeld's services will not be duplicative with services to be provided by other counsel employed in this case. Weil Gotshal & Manges, as debtor's bankruptcy counsel, will oversee special counsel to insure that there is no duplication of services and the Debtors' legal work is done by those professionals most qualified based on skill set and prior knowledge of the Debtors' affairs.

3. At the request of the Debtors, Perkins employment law partner Kevin Hamilton has provided post-petition services to the Debtor by drafting employment contracts for the employees of the Debtors. The Debtors had no separate employees, other than Mr. Landefeld, as of the Petition Date, and therefore were required to retain employees in order to function during these cases. Perkins may be called upon to provide additional employment law services. In addition to these corporate law and employee law services, Perkins Coie seeks employment to provide intellectual property services as forth in the Original Kaplan Declaration. Perkins Coie has not been asked to represent the Debtors in post-petition litigation and will not do so without further order of this Court.

4. The list of probable timekeepers set forth in Schedule 3 to the Original Kaplan Declaration is hereby updated by the attached Schedule 1.

5. Attached hereto as Schedule 2 is a list of all matters for which Perkins has performed services for the Debtors or their pre-petition affiliates.

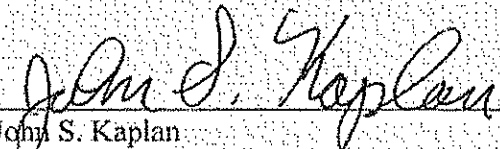
6. Attached hereto as Schedule 3 is a list of key parties in interest in this case, as furnished to Perkins by Weil Gotshal, with a notation of those parties for whom Perkins Coie currently or has in the past provided legal services.

7. Attached hereto as Schedule 4 is a true and correct copy of an email that I sent on November 16, 2008 to all Perkins personnel inquiring with respect to connections with the Debtors. Attached hereto as Schedule 5 is a summary of the employment and other miscellaneous connections results of such request. Schedule 6 is a list of stock ownership results.

[Remainder of page intentionally left blank.]

I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.

Dated: Seattle, Washington
November 19, 2008


John S. Kaplan

SCHEDULE 1

Schedule A

<u>Name</u>	<u>Position</u>	<u>Practice Area</u>	<u>Rate</u>
Landefeld, Stewart M.	Partner	Corporate Governance & Transactions	\$775.00
Burman, David J.	Partner	Commercial Litigation	\$640.00
Hamilton, Kevin J.	Partner	Labor	\$485.00
Graybeal, Lynne	Partner	Trademark & Copyright	\$475.00
Moore, Andrew B.	Partner	Corporate Governance & Transactions	\$485.00
Vana, James L.	Partner	Trademark & Copyright	\$430.00
Abbotts, Nichole L.	Associate	Licensing & Technology	\$250.00
Buckley, Kathleen J.	Associate	Trademark & Copyright	\$365.00
Davittian, Darvin R.	Associate	Real Estate & Land Use	\$280.00
Giant, Ryan D.	Associate	Corporate Governance & Transactions	\$260.00
Hanson, Jeffrey M.	Associate	IP Litigation	\$320.00
Hoskins, Rebecca H.	Associate	Corporate Governance & Transactions	\$405.00
Husbands, Scott H.	Associate	Corporate Governance & Transactions	\$260.00
Lintner, Laura M.	Associate	Corporate Governance & Transactions	\$290.00
Schneller, Matthew D.	Associate	Trademark & Copyright	\$320.00
Taylor, Sarah J.	Associate	Trademark & Copyright	\$240.00
Lang, Barbara J.	Paralegal	Trademark & Copyright	\$255.00
Motherwell, Elizabeth W.	Paralegal	Trademark & Copyright	\$255.00
Phillips, Dana D.	Paralegal	Trademark & Copyright	\$255.00
Stewart, Susan J.	Paralegal	Trademark & Copyright	\$255.00
Bracewell, Rebecca A.	Paralegal Asst.	Trademark & Copyright	\$80.00

SCHEDULE 2

Client	
29433	Washington Mutual Bank
53000	Washington Mutual, Inc. (Corporate)
53001	Washington Mutual Bank (Card Services)
53005	Washington Mutual Bank, F.A. (Retail Bank)
53006	Washington Mutual Bank, F.A. (Equipment)
53007	Washington Mutual Bank, F.A. (Home Loans)
53008	Washington Mutual Bank Commercial Group
53009	WM Financial Services, Inc.
53010	Washington Mutual Insurance Services, In
53012	WM Funds Distributor, Inc.
53013	Long Beach Mortgage Corporation
53015	WAMU Capital Corporation
53016	Washington Mutual Bank

hington Mutual, Inc.							Billi
Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
General	Trademark General	OPEN	2/27/2003	Graybeal, Lynne			
NetJets	Aircraft Financing	OPEN	4/10/2008	Graybeal, Lynne			
Vendor Contracts - Strategic Sourcing	Contracts & Agreements	OPEN	4/16/2008	Pope, Steven E.	WMI		
Vendor Contracts - Information Sourcing (2002-070-301-12869)	Business Counseling - General	OPEN	3/21/2007	Pope, Steven E.	WMI		
General Corporate Matters	Business Counseling - General	OPEN	5/27/2008	Graybeal, Lynne			
General Securities Matters	Securities Reg. & Disclosure	CLSD	3/18/2004	Morgan, J. Sue	WMI		
Form S-8 Year 2002	Securities Reg. & Disclosure	CLSD	8/20/2002	Morgan, J. Sue	WMI		
2003 Annual Meeting/Proxy	Securities Reg. & Disclosure	CLSD	6/18/2003	Morgan, J. Sue	WMI		
Section 16 Reporting	Securities Reg. & Disclosure	CLSD	6/26/2003	Morgan, J. Sue	WMI		
Advice to Board-General	Business Counseling - General	OPEN	5/5/2008	Landerfeld, Stewart M.	WMI		
Section 16 - Cashless Exercises	Financing - Other	OPEN	5/22/2003	Landerfeld, Stewart M.	WMI		
Director Education	Business Counseling - General	OPEN	9/19/2003	Landerfeld, Stewart M.	WMI		
Tax issues/Home Savings Entities	Contract Litigation	OPEN	9/19/2008	Burman, David J.	WMI	The matter dealt with banking subsidiaries but it was tax litigation. WMI filed a consolidated tax return on behalf of its subs.	
Corporate Aircraft Leasing Program	Aircraft Financing	OPEN	9/28/2006	Bullock, Brentley M.			
Corporate Subsidiary Restructure	Business Counseling - General	OPEN	11/20/2006	Brewer, Dorl E.			
Managed Print Agreement with Lanier Worldwide, Inc	IP Counseling - Other	OPEN	2/22/2006	Bell, Thomas C.			
Project Klothos	Business Counseling - General	OPEN	11/16/2006	Brewer, Dorl E.			
Interactive Financial Services Group, Inc.	Contracts & Agreements	OPEN	No time	Bell, Thomas C.			
Energy Contracts	Contracts & Agreements	OPEN	9/19/2008	Pope, Steven E.	WMI		
2007 Advice to Audit Committee	Enforcement & Investigation SEC	OPEN	2/25/2008	Berensstain, Ronald L.	WMI		

hington Mutual, Inc.							Bill
Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
Advice to Audit Comm. on Appraisal Matters	Corporate Governance	OPEN	3/8/2008	Berenstain, Ronald L.	WMI		
Special Counsel	Corporate Governance	OPEN	6/24/2008	Landerfeld, Stewart M.	WMI		
Corporate Governance Analysis	Corporate Governance	OPEN	9/21/2008	Moore, Andrew B.	WMI		
1934 Act Reporting	Corporate Governance	OPEN	4/24/2008	Moore, Andrew B.	WMI		
Internal Investigation Support	Business Counseling - General	OPEN	2/22/2008	Moore, Andrew B.	WMI		
Antitrust Compliance	Antitrust Lit & Counseling	OPEN	6/13/2008	Burman, David J.	WMI	directly involved retail bank/mortgage issues	
Braddock Financial Corporation v. Washington Mutual Bank	Consumer Litigation - Other	OPEN	6/3/2008	Miller, Robert N.	FDIC?	directly involved retail bank/mortgage issues	
HOPE NOW / Mcdash Contract	Contracts & Agreements	OPEN	3/13/2008	Burman, David J.	WMI		
BSA/AML Update	Business Counseling - General	OPEN	8/10/2008	Moore, Andrew B.	WMI		
General Trademark - License Agreements - Corporate	Trademark General	OPEN		Graybeal, Lynne			
General Trademark - New Applications - Corporate	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Trademark Application	Trademark General	OPEN	9/8/2008	Graybeal, Lynne			
General Trademark - Existing Applications & Registrations (Prosecution & Maintenance) - Corporate	Trademark General	OPEN	9/29/2008	Graybeal, Lynne			
General Trademark - Research & Administration - Corporate	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Trademark Searches - Corporate Foreign Filings - (Other than Card Services)	Trademark General	OPEN	7/29/2008	Graybeal, Lynne			
Domain Names - Corporate	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Copyrights	Copyright	OPEN	1/12/2006	Graybeal, Lynne			

Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Bill Yea
hington Mutual, Inc.							
General Disputes - Trademark & Domain Names - Corporate	Trademark Litigation - Other	OPEN	9/9/2008	Graybeal, Lynne			
Trademark Conflict	Adversarial Proceeding	OPEN	5/20/2002	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	3/23/2004	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	9/4/2002	Graybeal, Lynne			
Cancellation Action	Trademark Litigation - Other	OPEN	6/22/2004	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	7/23/2008	Graybeal, Lynne			
Infringement Matter	Trademark Litigation - Other	OPEN	7/31/2003	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	5/4/2006	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	3/12/2003	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	10/31/2005	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	2/6/2006	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	1/3/2007	Graybeal, Lynne			
Trademark Negotiations	Trademark Preadversarial	OPEN	10/18/2007	Graybeal, Lynne			
Trademark Negotiations	Trademark Preadversarial	OPEN	8/28/2008	Graybeal, Lynne			
Trademark Conflict	Trademark General	OPEN		Graybeal, Lynne			
Online Brand Management (MarkMonitor)	Trademark Litigation - Other	OPEN	9/26/2008	Graybeal, Lynne			
Domain Names - Anti-Phishing	Trademark Litigation - Other	OPEN	6/30/2008	Graybeal, Lynne			
Patent Issues	Patent Procurement	OPEN	2/24/2005	Graybeal, Lynne			
Nonbillable Paralegal Time	Patent Procurement	OPEN		Graybeal, Lynne			

hington Mutual Bank (Card Services)							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
General Trademark - New Applications - Card Services	Trademark General	OPEN	9/9/2008	Graybeal, Lynne			
General Trademark - Existing Applications and Registrations (Prosecution & Maintenance) - Card Services	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
General Trademark - Research & Administration - Card Services	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Trademark Searches - Card Services	Trademark General	OPEN	4/23/2008	Graybeal, Lynne			
Foreign Filings - Card Services	Trademark General	OPEN	9/8/2008	Graybeal, Lynne			
Domain Names - Card Services	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Providerian Agreement re Register.com Copyright - Card Services	Trademark General	OPEN	12/21/2005	Graybeal, Lynne			
General Disputes - Trademark & Domain Names - Card Services	Trademark Preadversarial	OPEN	9/26/2008	Graybeal, Lynne			
Trademark Conflict	Adversarial Proceeding	OPEN	12/29/2006	Graybeal, Lynne			
Trademark Conflict	Adversarial Proceeding	OPEN	12/19/2007	Graybeal, Lynne			
Online Brand Management (MarkMonitor)	Trademark General	OPEN	9/26/2008	Graybeal, Lynne			
Domain Names - Anti-Phishing	Trademark General	OPEN	6/1/2006	Graybeal, Lynne			
General Patent Matters - Card Services	Patent Procurement	OPEN	No time	Daley-Watson, Christopher J.			
Nonbillable Paralegal Time	Patent Procurement	OPEN	No time	Daley-Watson, Christopher J.			
Method and System for Issuing a Secured Credit Card	Patent Procurement	OPEN	No time	Daley-Watson, Christopher J.			

Hingham Mutual Bank (Card Services)							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
Method and System for Issuing a Secured Credit Card	Patent Procurement	OPEN	9/14/2007	Daley-Watson, Christopher J.			
Patent Study	Patent Procurement	OPEN	1/15/2008	Daley-Watson, Christopher J.			
Patent Study	Patent Procurement	OPEN	9/2/2008	Daley-Watson, Christopher J.			

Retail Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
IP Compensation	IP Counseling - Other	OPEN	Graybeal, Lynne	6/1/2007	Trademark Related Matter	Graybeal, Lynne	WMI	
IP Compensation	Employee Benefits	CLSD	Morgan, J. Sue	11/4/2003	Executive compensation	Morgan, J. Sue	WMI	
IP Compensation	IP Counseling - Other	OPEN	Graybeal, Lynne	4/6/2006	Advice to client re licensing matters	Miller, Kenneth A.		
	Trademark General	OPEN	Graybeal, Lynne	4/26/2006	Advice to client re legal issues	Soderquist, Kirk	WMI	
	Marketing & Advertising	OPEN	Graybeal, Lynne	11/12/2007	Legal representation in a marketing matter	Soderquist, Kirk	WMI	
IP & Hour Matters	Employment/Personnel Advice	OPEN	Graybeal, Lynne	4/11/2008		Hamilton, Kevin J.		
Levendere Avenue	Operational Real Estate Matters	OPEN	Graybeal, Lynne	5/8/2008	Legal representation in transactional real estate matters	Birnbaum, Mark E.		
Northport Drive	Operational Real Estate Matters	OPEN	Graybeal, Lynne	5/7/2008	Legal representation in transactional real estate matters	Birnbaum, Mark E.		
Responsibility Advice - /ing Conflict of Interest	Business Counseling - General	OPEN	Graybeal, Lynne	6/10/2008	Legal representation in professional responsibility matters	Schneider, Harry H.		
ng	Business Counseling - General	OPEN	Graybeal, Lynne	5/8/2008	Provide advice on identifying, analyzing and resolving regulatory and operational issues in implementing a mobile banking program.	McGregor, Veronica K.	Walmu Bank Walmu Bank	
ense Reviews	Licensing - Other	OPEN	Graybeal, Lynne	9/18/2008		Hvalsoe, Lynn E.	WMI	
ises Inc.	Contract Litigation	OPEN	Williams, James F.	8/5/2008		Williams, James F.	Walmu Bank	
. WMB	Disc Gender Litigation	OPEN	Burman, David J.	3/26/2007	Employment Discrimination Issue	Symes, David P.R.		
emark - License	Disc Disability Litigation	OPEN	Graybeal, Lynne	8/11/2008		Graybeal, Lynne		
emark - Retail Bank	IP Counseling - Other	OPEN	Graybeal, Lynne	8/24/2006	Advice to client re marketing ideas	Graybeal, Lynne		
emark - New Applications -	Trademark General	OPEN	Graybeal, Lynne	9/24/2008	Trademark Related Matter	Graybeal, Lynne		
atters	Trademark Litigation - Other	OPEN	Graybeal, Lynne	5/12/2008	Advice to client re trademark prosecution	Graybeal, Lynne		
RL Matters	Trademark General	OPEN	Graybeal, Lynne	11/3/2005	Advice to client re trademark matters	Graybeal, Lynne		

Retail Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
Trademark - Existing & Registrations & Maintenance) - Retail	Trademark General	OPEN	Graybeal, Lynne	9/26/2008	Advice to client re trademark matters	Graybeal, Lynne		
Trademark - Research & Registration - Retail Bank	Trademark General	OPEN	Graybeal, Lynne	9/10/2008	Advice to client re trademark matters	Graybeal, Lynne		
Trademark - Retail Bank	Trademark General	OPEN	Graybeal, Lynne	9/19/2008	Advice to client re potential new trademarks	Graybeal, Lynne		
Trademark - Retail Bank	Trademark General	OPEN	Graybeal, Lynne	5/13/2008	Advice to client re trademark prosecution	Graybeal, Lynne		
Trademark - Retail Bank	Trademark General	OPEN	Graybeal, Lynne	9/26/2008	Trademark Related Matter	Graybeal, Lynne		
Trademark - Retail Bank	Copyright	OPEN	Graybeal, Lynne	7/6/2007	Advice re copyright registration	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	9/26/2008	Trademark Related Matter	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	10/16/2008	FirstPlus Bank	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	8/6/2007	Potential opposition	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	8/4/2004	Potential trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	5/29/2008	Advice to client re potential opposition	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	8/22/2003	Potential trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	1/30/2004	Advice to client re trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	4/9/2007	Advice to client re trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark General	OPEN	Graybeal, Lynne	12/11/2008	Legal representation in trademark matters	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	10/19/2008	Advice to client re potential trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	12/7/2005	Legal representation in trademark matters	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark Litigation - Other	OPEN	Graybeal, Lynne	3/28/2008	Advice to client re potential trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Trademark General	OPEN	Graybeal, Lynne	2/20/2007	Advice to client re potential trademark infringement	Graybeal, Lynne		
Trademark - Trademark & Domain	Adversarial Proceeding	OPEN	Graybeal, Lynne	9/29/2007	Legal representation in adversarial trademark matters	Graybeal, Lynne		

Retail Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
Conflict	Adversarial Proceeding	OPEN	Graybeal, Lynne	9/26/2008	Legal representation in adversarial trademark matter	Graybeal, Lynne		
Conflict	Trademark Litigation - Other	OPEN	Graybeal, Lynne	8/27/2008	Advise client regarding trademark litigation	Graybeal, Lynne		
Conflict	Adversarial Proceeding	OPEN	Graybeal, Lynne	9/22/2008	Legal representation in an adverse trademark matter	Graybeal, Lynne		
Conflict	Adversarial Proceeding	OPEN	Graybeal, Lynne	9/2/2008	Represent client with trademark dispute.	Graybeal, Lynne		
License Agreements	Trademark General	OPEN	Graybeal, Lynne	2/22/2005	Advice to client re license agreements	Graybeal, Lynne		
3	Patent Procurement	OPEN	Graybeal, Lynne	7/14/2008	Trademark Related Matter	Daley-Watson, Christopher J.		
Paralegal Time	Patent Procurement	OPEN	Graybeal, Lynne		Non-provisional patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne		Non-provisional patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	2/28/2003	Non-provisional patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	4/10/2002	Non-provisional patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne		Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	9/26/2001	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	4/29/2005	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	6/30/2006	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne		Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	9/4/2001	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne		Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	9/4/2001	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne	12/31/2001	Patent application	Daley-Watson, Christopher J.		
Display System and Method	Patent Procurement	OPEN	Graybeal, Lynne		Patent application	Daley-Watson, Christopher J.		

Retail Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne	9/4/2001	Patent application	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne		Patent application	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne	8/23/2002	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne		Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	4/17/2007	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	11/2/2007	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	8/20/2002	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne		Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	9/28/2001	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	8/8/2001	Patent application	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne		Patent procurement: NOTE: this file is related to #53005-8009	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	10/5/2001	Patent procurement: NOTE: this file is related to #53005-8009	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	9/30/2001	Patent procurement: NOTE: this file is related to #53005-8009	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	4/17/2007	Patent procurement	Daley-Watson, Christopher J.		
Patent related to banking	Patent Procurement	OPEN	Graybeal Lynne	2/10/2006	Patent procurement	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne		Patent procurement	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne	7/7/2005	Patent procurement	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne	4/17/2002	Patent procurement	Daley-Watson, Christopher J.		
Patent related to financial	Patent Procurement	OPEN	Graybeal Lynne	1/30/2003	Patent Procurement	Daley-Watson, Christopher J.		
Patent related to anti-	Patent Procurement	OPEN	Graybeal Lynne	7/5/2006	Patent Prosecution	Daley-Watson, Christopher J.		

Retail Bank, FA (Retail Banking)									
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes	
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	6/15/2006		Daley-Watson, Christopher J.			
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	6/14/2007		Daley-Watson, Christopher J.			
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	6/15/2006		Daley-Watson, Christopher J.			
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	6/15/2006		Daley-Watson, Christopher J.			
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	8/12/2008		Daley-Watson, Christopher J.			
ation related to anti-	Patent Procurement	OPEN	Graybeal Lynne	11/22/2006		Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN			Patent Prosecution	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	5/10/2004	Patent Prosecution	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	2/14/2008	Advice to client re patent matter	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	5/30/2007	Advice to client re patent matter	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	4/11/2008	Advice to client re patent matter	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	4/10/2007	Advice to client re patent matter	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN			Patent Procurement	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	3/7/2006		Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	3/29/2005	Patent Procurement	Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	1/31/2006		Daley-Watson, Christopher J.			
ation related to providing	Patent Procurement	OPEN	Graybeal Lynne	4/4/2008		Daley-Watson, Christopher J.			
ation related to financial	Patent Procurement	OPEN			Patent Procurement	Daley-Watson, Christopher J.			
ation related to financial	Patent Procurement	OPEN				Daley-Watson, Christopher J.			
ation related to financial	Patent Procurement	OPEN				Daley-Watson, Christopher J.			
ation related to financial	Patent Procurement	OPEN	Graybeal Lynne	4/10/2006		Arnett, Stephen A.			

ual Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	8/23/2006		Arnett, Stephen A.		
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	2/26/2008		Arnett, Stephen A.		
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	6/21/2007		Arnett, Stephen A.		
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	3/3/2008		Arnett, Stephen A.		
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	9/12/2008		Arnett, Stephen A.		
ation related to providing	Patent Procurement	OPEN			Patent Procurement	Arnett, Stephen A.		
ation related to providing	Patent Procurement	OPEN	Graybeal, Lynne	4/5/2007		Arnett, Stephen A.		
ation related to providing	Patent Procurement	OPEN	Graybeal, Lynne	4/4/2007		Arnett, Stephen A.		
ation related to financial	Patent Procurement	OPEN			Filing Provisional	Daley-Watson, Christopher J.		
ation related to financial	Patent Procurement	OPEN	Graybeal, Lynne	8/10/2007		Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN			Patent Procurement	Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN				Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN	Graybeal, Lynne	9/26/2008		Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN	Graybeal, Lynne	10/16/2007		Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN				Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN	Graybeal, Lynne	3/11/2008		Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN			Patent Procurement	Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN				Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN				Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN			Patent Procurement	Daley-Watson, Christopher J.		
ation related to providing	Patent Procurement	OPEN				Daley-Watson, Christopher J.		

Retail Bank, FA (Retail Banking)								
Name	Area of Law	Status	Billing Atty	Latest Time	Detailed Description	Resp Atty	CLIENT	Notes
Patent Research Issues	Patent Litigation - Other	OPEN	Graybeal, Lynne	4/9/2008		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	11/21/2008	Patent study	Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	6/27/2003	Patent Prosecution - Review of Patent	Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	8/11/2004	Patent study and research	Daley-Watson, Christopher J.		
	Patent Procurement	OPEN		9/21/2006		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	1/25/2007	Patent Procurement - study and research	Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	9/10/2008	Patent search	Arnett, Stephen A.		
	Patent Procurement	OPEN		9/25/2008		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN		11/15/2005		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	4/28/2006	Advice to client re patent matter	Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	5/8/2007		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	2/21/2007		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	5/22/2008		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	2/11/2008		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	11/22/2006		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne	9/8/2008		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	8/7/2007		Arnett, Stephen A.		
	Patent Procurement	OPEN	Graybeal, Lynne	6/25/2008	Research/study matter	Poliedna, Aaron		
	Patent Procurement	OPEN		10/8/2007		Daley-Watson, Christopher J.		
	Patent Procurement	OPEN	Graybeal, Lynne			Daley-Watson, Christopher J.		
	Patent Procurement	OPEN		12/20/2007		Daley-Watson, Christopher J.		

Hington Mutual, FA (Equipment Leasing)

Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Bill Yes
General	IP Counseling - Other	OPEN	No time	Graybeal, Lynne			

Bank, FA (Home Loans)							
	Area of Law	Status	Billing	Latest Time Ticket Date	Detailed Description	Resp Atty	CLIENT
	IP Counseling - Other	TRACK	Graybeal, Lynne		Trademark Related Matter	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	9/3/2008	Trademark Related Matter	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	9/25/2008	Advice to client re trademark prosecution	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	8/13/2008	Advice to client re trademark prosecution	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	4/29/2008	Advice to client re potential new marks	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	9/28/2008	Trademark Related Matter	Graybeal, Lynne	
	Copyright	TRACK	Graybeal, Lynne	1/13/2005	Advice regarding copyright matters	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	1/8/2008	Trademark Related Matter	Graybeal, Lynne	
	Adversarial Proceeding	TRACK	Graybeal, Lynne	4/7/2003	Advice re trademark conflict	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	1/12/2001	Possible Conflict	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	3/20/2002	Defense against potential trademark infringement	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	2/28/2003	Legal representation regarding adversarial matters	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	8/23/2005	Potential trademark dispute	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	8/13/2003	Advice regarding infringement	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	3/18/2004	Advice to client re trademark infringement	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	1/13/2007	Advice to client re trademark infringement	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	5/2/2007	Advice to client re potential trademark infringement	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	4/20/2006	Advice to client re potential trademark infringement matter	Graybeal, Lynne	
	Trademark Litigation - Other	TRACK	Graybeal, Lynne	6/14/2006	Legal representation re trademark matters	Graybeal, Lynne	
	Trademark General	TRACK	Graybeal, Lynne	6/6/2008	Advise client regarding trademark infringement matter	Graybeal, Lynne	
	Adversarial Proceeding	TRACK	Graybeal, Lynne	11/12/2007	Legal representation in adversarial trademark matters	Graybeal, Lynne	
	Adversarial Proceeding	TRACK	Graybeal, Lynne	4/4/2008	Legal representation in potential trademark opposition matter	Graybeal, Lynne	
	Patent Procurement	TRACK	Graybeal, Lynne		Trademark Related Matter	Graybeal, Lynne	
	Patent Procurement	TRACK	Graybeal, Lynne	8/31/2000	Advice re trademark and intellectual property	Graybeal, Lynne	
	Contract Litigation	TRACK	Burman, David J.	6/20/2008	Legal representation in adversarial home loan foreclosure matter	Lake, Brian C.	Wakhi, Ban

Washington Mutual Bank Commercial Banking Group							Billings li
Long Matter Name	Area of Law	Latest Time	Resp Atty	CLIENT	Notes	Year	
General Trademark - Commercial Group	Trademark General	9/26/2008	Graybeal, Lynne				
Trademark Searches - Commercial Group	Trademark General	5/29/2007	Graybeal, Lynne				
Domain Names - Commercial Group	Trademark General	8/6/2008	Graybeal, Lynne				
General Disputes Trademark - Domain Names Commercial Group	Trademark Litigation - Other	1/11/2007	Graybeal, Lynne				
Trademark Conflict	Trademark Litigation - Other	9/10/2008	Graybeal, Lynne				
General Patent - Commercial Group	Trademark Litigation - Other	8/25/2006	Graybeal, Lynne				
Nonbillable Paralegal Time	Patent Procurement	5/4/2007	Graybeal, Lynne				
Patent Application related to providing financial services	Patent Procurement	No time	Graybeal, Lynne				
Patent Searches	Patent Procurement	12/7/2006	Arnett, Stephen E.				
	Patent Procurement	5/22/2006	Arnett, Stephen E.				

Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Bill Yea
General Trademark - Financial Services	Trademark General	OPEN	9/24/2008	Graybeal, Lynne			
Trademark Searches - WM Funds Distributor	Trademark General	OPEN	10/18/2006	Graybeal, Lynne			
Domain Names - Financial Services	Trademark General	OPEN	7/1/2008	Graybeal, Lynne			
Disputes General	Trademark Litigation - Other	OPEN	2/5/2008	Graybeal, Lynne			
W-M Financial Services, Inc. (Ohio)	Trademark Litigation - Other	OPEN	9/9/2004	Graybeal, Lynne			
Trademark Conflict	Trademark Litigation - Other	OPEN	6/30/2006	Graybeal, Lynne			
Patent Issues	Patent Procurement	OPEN	No time	Graybeal, Lynne			
Nonbillable Paralegal Time	Patent Procurement	OPEN	No time	Graybeal, Lynne			

hington Mutual Insurance Services, Inc.							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
General	IP Counseling - Other	OPEN	1/31/2001	Graybeal, Lynne			
General Trademark - Insurance Services	Trademark General	OPEN	9/15/2008	Graybeal, Lynne			
Trademark Searches	Trademark General	OPEN	3/12/2007	Graybeal, Lynne			
Domain Names - Insurance Services	Trademark General	OPEN	8/6/2008	Graybeal, Lynne			
General Disputes - Trademarks & Domain Names - Insurance Services	Trademark Litigation - Other	OPEN	4/30/2008	Graybeal, Lynne			
Trademark Conflict	Adversarial Proceeding	OPEN	8/8/2006	Graybeal, Lynne			
Patent Issues	Patent Procurement	OPEN	No time	Graybeal, Lynne			
Nonbillable Paralegal Time	Patent Procurement	OPEN	No time	Graybeal, Lynne			

WMI Funds Distributor, Inc.							Billings in Year
Long Matter Name	Area of Law	Latest Time	Resp Atty	CLIENT	Notes		
General Trademark - WMI Funds Distributor	Trademark General	9/17/2008	Graybeal, Lynne				
Trademark Searches	Trademark General	7/6/2005	Graybeal, Lynne				
Domain Names - WMI Funds Distributor	Trademark General	9/26/2008	Graybeal, Lynne				
Disputes General	Trademark Litigation - Other		Graybeal, Lynne				
TM Assignment - Project Federal	Trademark General	8/10/2006	Graybeal, Lynne				
Patent Issues	Patent Procurement		Graybeal, Lynne				
999 Nonbillable Paralegal Time	Patent Procurement	No time	Graybeal, Lynne				

Beach Mortgage Corporation							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
General Trademark - Long Beach Mortgage	Trademark General	OPEN	8/2/2005	Graybeal, Lynne			
Trademark Searches	Trademark Litigation - Other	OPEN	8/19/2005	Graybeal, Lynne			
Domain Names - Long Beach Mortgage	Trademark General	OPEN	No time	Graybeal, Lynne			

MU Capital Corp							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
General Trademark	Trademark General	OPEN	8/23/2007	Graybeal, Lynne			
Trademark Searches	Trademark General	OPEN	No time	Graybeal, Lynne			
Domain Names	Trademark General	OPEN	3/20/2007	Graybeal, Lynne			
Copyrights	Copyright	OPEN	No time	Graybeal, Lynne			
Disputes General	Trademark Litigation - Other	OPEN	No time	Graybeal, Lynne			
Patents	Patent Procurement	OPEN	6/25/2002	Graybeal, Lynne			
Nonbillable Paralegal Time	Patent Procurement	OPEN	No time	Graybeal, Lynne			

hington Mutual Bank							Bill
Long Matter Name	Area of Law	Status	Latest Time	Resp Atty	CLIENT	Notes	Yea
v. Washington State Department of Revenue	Tax Disputes - State & Local - State	OPEN	3/13/2008	Barton, Gregg D.	WaMu Bank	Washington Mutual Bank is the plaintiff in action adverse to WA State Dept. of Revenue. Matter is stayed pending resolution of test case	

Exhibit E

Original Kaplan Declaration, dated October 23, 2008

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
:
In re : Chapter 11
:
WASHINGTON MUTUAL, INC., et al., : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
: Hearing Date: 11/14/08 at 10:30 a.m. (EST)
-----X : Objection Deadline: 11/7/08 at 4:00 p.m. (EST)

**DECLARATION OF JOHN S. KAPLAN IN SUPPORT OF
APPLICATION OF DEBTORS PURSUANT TO SECTIONS 327(e)
AND 328(a) OF THE BANKRUPTCY CODE AND RULE 2014
OF THE BANKRUPTCY RULES FOR AUTHORIZATION TO
EMPLOY AND RETAIN PERKINS COIE LLP AS SPECIAL COUNSEL
TO THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE**

JOHN S. KAPLAN declares and says:

1. I am a partner in the firm of Perkins Coie LLP ("Perkins"), and am admitted to practice law in the State of Washington, U.S. District Courts for the Western and Eastern Districts of Washington, and the Courts of Appeals in the Ninth Circuit. I submit this declaration in support of the application of Washington Mutual, Inc. ("WMI") and WMI Investment Corporation ("WMI Investment") (collectively, the "Debtors"), which have filed chapter 11 petitions in this Court, for an order authorizing the Debtors to retain Perkins as special counsel (the "Application"). Except as otherwise indicated, I have knowledge of the matters set forth herein, either from personal knowledge or review of information in Perkins' files conducted by Perkins lawyers and non-lawyer personnel involved in preparing this declaration, and, if called as a witness, would testify thereto.¹

¹ Certain of the disclosures herein relate to matters within the knowledge of other attorneys and personnel at Perkins and are based on information provided by them.

2. Since 2000, Perkins has represented WMI in connection with intellectual property, corporate, litigation, labor and other matters. Perkins' intellectual property representation has included managing WMI's entire trademark, domain name and patent portfolios worldwide. Perkins has rendered trademark and patent counseling services, software and patent licensing services, and services in selecting and registering trademarks and domain names, monitoring, protecting and defending trademark and domain names from infringement, including cases before the U.S. Patent and Trademark Office's Trademark Trial and Appeal Board, reviewing advertising copy for trademark and copyright issues, prosecuting patent applications, analyzing patent infringement matters, managing all trademark, domain name and patent-related deadlines, and preparing documents for various related transactions. The vast majority of the trademarks and domain names, some of the patent, and all of the pending patent applications used by WMI and its pre-bankruptcy affiliates, including Washington Mutual Bank ("WMB"), are registered in the name of WMI, and represent valuable assets of WMI's bankruptcy estate that should be preserved. Perkins' other work for the Debtors has included labor, litigation, corporate and transactional work. Additionally, it is possible that the scope of the corporate work requested by the Debtors from Perkins will increase if Stewart M. Landefeld, a former Perkins corporate finance partner who currently serves as WMI's executive vice president and general counsel, returns to Perkins during the pendency of these cases. Mr. Landefeld provided similar services to WMI prior to resigning from Perkins in December 2007.

3. Over the course of its representation of the Debtors, Perkins has become uniquely familiar with the Debtors' business and affairs. The employment of Perkins will substantially facilitate the efficient administration of the Debtors' cases. Further, the employment of Perkins as special counsel for the Debtors will enable the Debtors to avoid the unnecessary delay and

expense otherwise attendant to another law firm familiarizing itself with the matters described above. Accordingly, I believe that Perkins is both well qualified and uniquely able to provide the services described below and that its retention would be in the best interest of the estates, the Debtors' creditors and other parties in interest.

Services To Be Rendered

4. Subject to further order of this Court, the Debtors have requested that Perkins continue to serve as counsel, nunc pro tunc to September 26, 2008 (the "Commencement Date"), with respect to intellectual property, corporate, transactional, labor and possible contested/litigated or other matters. The terms of Perkins' engagement by WMI, subject to Court approval, is set forth in the engagement letter attached hereto as Schedule 1 (the "Engagement Letter").

5. Perkins will perform the foregoing services, and other similar services, as requested from time to time by the Debtors. Weil Gotschal & Manges LLP ("Weil") will represent WMI in connection with the financial restructuring of the Debtors and bankruptcy-specific issues. Perkins' involvement in such bankruptcy matters will be insignificant. Inasmuch as Perkins is not serving as the Debtors' bankruptcy counsel, I have been advised that Perkins has not rendered "services ... in contemplation of, or in connection with the case" within the meaning of Section 329(a) of the Bankruptcy Code. Perkins' work on the matters described above would proceed irrespective of the commencement of these bankruptcy cases. Further, the services rendered and functions to be performed by Perkins will not be duplicative of work performed by Weil or any other law firms retained by the Debtors. Perkins will not render services in connection with the claims or interests of the entities with which Perkins has connections, as further described herein. As a result of the foregoing, I believe that Perkins is

qualified to represent the Debtors as special counsel pursuant to section 327(e) of the Bankruptcy Code.

No Adverse Interest

6. Except as stated herein, and to the best of my knowledge, neither Perkins nor I (a) have any “connection” with the Debtors, their creditors, any other parties in interest herein or their respective attorneys or accountants, or the U.S. Trustee with respect to the matters on which Perkins is engaged, or (b) hold or represents any interest adverse to the Debtors with respect to the matters on which Perkins is engaged.

7. Out of an abundance of caution, I am disclosing many things that are not, I am advised, disqualifying or problematic under either section 327(e) of the Bankruptcy Code or applicable standards of professional ethics.

8. The Debtors are a very large enterprise with thousands of parties in interest, and historically based in Seattle, Washington. Perkins is one of the 100 largest law firms in the United States, the largest law firm in Seattle and (a) may from time to time have represented, (b) may currently represent and (c) may in the future represent, in matters unrelated to the Debtors, many entities which are parties in interest in these cases. For example, Perkins’ lawyers provide estate planning services for several former officers, directors, and employees of the Debtors.

9. Perkins may also represent, in matters unrelated to the Debtors, competitors of the Debtors, or parties involved in financings for competitors of the Debtors. I am advised that applicable law does not require disclosure of such situations. In addition, Perkins may have represented, may currently represent, or may in the future represent, a borrower, issuer of securities, financial advisor, underwriter of securities, lead bank or other client in financing transactions, merger and acquisition transactions, litigation or arbitration matters, bankruptcy

matters or other matters unrelated to these cases in which one or more non-Debtor parties in interest (or an affiliate) or a professional involved in these cases happens to be involved, although not as Perkins' client. I am advised that applicable law does not require disclosure of such situations. Perkins intends to accept engagements from other parties in interest (whether existing or new clients) so long as such matters are unrelated to these cases.

10. In addition to the foregoing, Perkins has the following "connections" to certain of the other professionals who are or may be involved with these bankruptcy cases or the Court:

- Perkins may retain various such professionals or affiliates thereof, to provide services to Perkins or Perkins' clients in a variety of past, present or future engagements. Alternatively, Perkins may have a client or other relationship with such advisors or their affiliates.
- Weil and other counsel to the Debtors may be trustees, witnesses, advisors or counsel, as the case may be, in transactions or cases in which Perkins also represents a client.
- Current employees at Perkins may be former employees of, or related to employees of, one or more of the other professionals in these cases.
- Attorneys at Perkins belong to professional organizations to which other professionals in these cases also belong.

11. Some attorneys at or employees of Perkins may own shares in the Debtors or in other parties in interest.

12. Some attorneys at or employees of Perkins may purchase products or services of or receive credit or services from the Debtors or other parties in interest. Attorneys at or employees of Perkins or their spouses or relatives may have beneficial ownership of securities issued by, or banking, insurance, brokerage or money management relationships with, other parties in interest. Attorneys at Perkins may have relatives or spouses who are members of law firms involved in these cases or employed by parties in interest. We have conducted no

investigation of our colleagues' banking, insurance, brokerage or investment activities or familial connections in preparing this declaration.

13. Perkins has previously cleared various conflicts by obtaining mutual waiver letters in order to be employed by other Perkins clients with potential or actual adversities to WMI and its affiliates in various matters. Attached hereto as Schedule 2 is a list of matters where conflicts waiver letters were obtained in order to allow Perkins to represent other clients with actual or potential adversities to WMI and/or its affiliates. Perkins has not identified any additional conflicts of interest requiring waivers with respect to the matters for which Perkins represented the Debtors pre-bankruptcy.

14. As set forth more fully in Perkins' application and various other pleadings herein, these cases were preceded by the appointment of the Federal Deposit Insurance Corporation ("FDIC") as receiver for WMB and the subsequent sale of substantially all of the assets of WMB to JPMorgan Chase Bank, National Association ("JPMorgan Chase"). Prior to the Commencement Date, in addition to representing the Debtors, Perkins also represented the Debtors' subsidiaries and affiliates, including WMB, in various matters. Therefore, given Perkins' involvement as attorneys in matters for WMB and other subsidiaries of the Debtors, it is possible that Perkins will represent JPMorgan Chase and perhaps the FDIC going forward. Perkins will not represent JPMorgan Chase or the FDIC on matters where the interests of such party are adverse to the Debtors herein unless there is disclosure and consent is received from all necessary parties.

15. Stewart M. Landefeld currently serves as WMI's executive vice president and general counsel. Prior to December 2007, Mr. Landefeld was a partner at Perkins, where he chaired the firm's national business practice group. In December 2007, upon the retirement of

WMI's general counsel, Mr. Landefeld resigned from Perkins to take the position of WMI's interim chief legal officer, pending WMI's search for a permanent general counsel. It was always contemplated, and publicly announced at the time, that Mr. Landefeld was not a candidate for the permanent general counsel position and anticipated returning to Perkins. It is possible that Mr. Landefeld will return to Perkins during the course of these bankruptcy cases, and, if he does so, he will likely be asked to render corporate advice to the Debtors. Mr. Landefeld is not a bankruptcy lawyer and, if he were to return to Perkins, would not render bankruptcy advice to the Debtors but would rather provide corporate advice consistent with Perkins' role as special counsel.

16. Alan D. Smith, is a partner at Perkins and his wife, Barbara Potashnik, was a senior in-house attorney with the legal department of WMB who was never employed by WMI but from time to time performed legal services on behalf of WMI. Currently, Ms. Potashnik is an employee of JPMorgan Chase.

17. Perkins currently serves as counsel to Stephen I. Chazen, Anne V. Farrell, Stephen E. Frank, Thomas C. Leppert, Charles M. Lillis, Phillip D. Matthews, Regina T. Montoya, Michael K. Murphy, Margaret Osmer-McQuade, Mary E. Pugh, William G. Reed, Jr., Orin C. Smith, James H. Stever, and Willis B. Wood, Jr. (collectively, the "Director Clients"), who are current and former non-management directors of WMI, with respect to various litigation and other matters in which the interests of the Debtors are potentially adverse, including, without limitation, *In re Washington Mutual Securities Litigation*, No. C08-387 MJP (W.D. Wash.), *In re Washington Mutual ERISA Litigation* No. C07-1974 MJP (W.D. Wash.), *In re Washington Mutual Derivative Litigation (Demand Made)*, No. C08-566 MJP (W.D. Wash.), *In re Washington Mutual Derivative Litigation (Demand Futile)*, No. C07-1826 MJP (W.D. Wash.),

In re Washington Mutual King County Derivative Litigation, Lead Case No. 07-2-36548-6 SEA (King Co. Sup. Ct.) and *Lee Family Investments v. Killinger, et al.*, No. 05-CV-2121 JCC (W.D. Wash.). Perkins will continue its representation of the Director Clients in these matters and other matters that may arise, including, without limitation, the Debtors' bankruptcy cases, in which Perkins has filed a notice of appearance for the Director Clients. Perkins has established an ethical screen whereby its lawyers representing the Director Clients will perform no work for WMI, and lawyers representing WMI will perform no work for the Director Clients. The representation of the Director Clients is unrelated to the representation for which Perkins seeks to be employed as special counsel herein.

Payment

18. As of the Petition Date, the Debtor was indebted to Perkins in the amount of approximately \$116,822.14, consisting of accounts receivable of approximately \$83,984.90 and unbilled work in progress of approximately \$32,838.24. To the extent the work performed by Perkins benefited affiliates of the Debtor who are not Debtors herein, Perkins intends to pursue payment of its fees from such parties, which, if collected, would reduce Perkins' claim against the Debtors.

19. In consideration for the services to be rendered to the Debtors post petition, and except as set forth herein, Perkins will seek to be compensated for services rendered at its regular hourly rates and will be reimbursed for all reasonable out-of-pocket expenses. Perkins' hourly rates and billing policies are based on market conditions among certain firms of a size, location and practice comparable to Perkins. The terms of Perkins' postpetition representation of the Debtors herein are set forth in the Engagement Letter, which includes Perkins' detailed policy with respect to expense reimbursement.

20. Consistent with past practice and its staffing procedures generally, Perkins expects a number of attorneys and paralegals will provide services to the Debtors from time to time. Those attorneys and paralegals who have recently been active in representing the Debtors on intellectual property, corporate, and other matters, and the current hourly billing rate for each named attorney and paralegal, are set forth in Schedule 3. From time to time, additional attorneys may be active in representing the Debtors.

21. Perkins maintains contemporaneous records of the time expended and out-of-pocket expenses incurred in connection with providing services to its clients.

22. Perkins recognizes that it will be required to submit applications for interim and/or final allowances of compensation pursuant to sections 330 and 331 of the Bankruptcy Code and the rules and orders of this Court. Perkins has reviewed the fee application guidelines promulgated by the U.S. Trustee for this District and will comply with them.

23. Other than as set forth above, no arrangement is proposed between the Debtors and Perkins for compensation to be paid in these cases.

[Remainder of page intentionally left blank.]

I declare under penalty of perjury the foregoing to be true and correct to the best of my knowledge.

Dated: Seattle, Washington
October 23, 2008


John S. Kaplan

Schedule 1



John S. Kaplan
PHONE: (206) 359-8408
FAX: (206) 359-9408
EMAIL: JKaplan@perkinscoie.com

1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
PHONE 206.359.8000
FAX 206.359.9000
www.perkinscoie.com

October 22, 2008

William C. Kosturos
Chief Restructuring Officer
Washington Mutual, Inc., Debtor and Debtor in Possession
1301 Second Ave.
Seattle, WA 98101

Re: Legal Representation

Dear Bill:

Thank you for selecting Perkins Coie LLP ("Perkins Coie") to represent Washington Mutual, Inc., as debtor and debtor in possession ("Washington Mutual") in connection with various matters including intellectual property, corporate, labor and possible contested/litigated or other matters. This letter will apply to all matters for which Perkins Coie provides services at Washington Mutual's request, unless otherwise specified in a separate engagement letter addressing that matter. We understand that Washington Mutual has retained separate bankruptcy counsel and that Perkins Coie will not undertake representation of Washington Mutual in respect of reorganization matters.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. Lynne Graybeal will have primary oversight for Perkins Coie's representation of Washington Mutual, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. Lynne's current hourly rate is \$475. Our hourly rates range from approximately \$800 per hour for our most experienced partners to \$190 for our most junior associates and \$335 to \$130 for paralegals, depending on their experience levels. These rates are adjusted at least annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates.

We try to issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. Please also refer

LEGAL14793266.1

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OLYMPIA · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · SHANGHAI · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

William C. Kosturos
Chief Restructuring Officer
Washington Mutual, Inc., Debtor in Possession
October 22, 2008
Page 2

to the enclosed Information for Clients for specifics regarding fees, disbursements, billing, payment, and termination of our representation should payment not be made or other circumstances warrant.

Because Washington Mutual is in bankruptcy in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), our billing practices will be altered to the extent they conflict with orders of the Bankruptcy Court, the United States Bankruptcy Code, federal or local rules of bankruptcy procedure, applicable U.S. Trustee Guidelines, or other governing law (collectively, "Applicable Bankruptcy Law"). For example, while we will issue invoices monthly, we will send them to you for informational purposes only, and will only seek payment pursuant to the fee application process in the Bankruptcy Court or pursuant to any order of the Bankruptcy Court allowing for interim compensation of professionals pending approval of fee applications.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. For all matters for which Perkins Coie was performing services for Washington Mutual, Inc. as of September 25, 2008, when Washington Mutual filed its petition for relief in the Bankruptcy Court, either there were no conflicts of interest, or any conflict of interest was waived, as set forth in the Declaration of John S. Kaplan accompanying Perkins Coie's application to the Bankruptcy Court to be employed as special counsel.

Subject to Applicable Bankruptcy Law, this letter, along with the enclosed Information for Clients, confirms the terms and conditions on which Perkins Coie and its affiliates will provide legal services to Washington Mutual. Unless otherwise agreed in writing, the terms of this letter and the enclosed Information for Clients will also apply to any additional matters that we undertake at Washington Mutual's request.

WASHINGTON MUTUAL WASHINGTON MUTUAL NO. 0720 P. 3
William C. Kosturos
Chief Restructuring Officer
Washington Mutual, Inc., Debtor in Possession
October 22, 2008
Page 3

If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me or Lynne Graybeal at any time. We look forward to working with you and thank you for placing your confidence in Perkins Coie.

Sincerely yours,

John S. Kaplan

Enclosure
Information for Clients

ACCEPTED AND AGREED:

WASHINGTON MUTUAL, INC., Debtor and Debtor in Possession

By: WC Kost
Title: Chief Restructuring Officer
Date: 10/22/08

Information for Clients

Perkins Coie LLP is pleased to serve you. The following information explains the terms that apply to our engagements (except to the extent that you have reached a different written understanding with us about particular terms) for legal services provided by Perkins Coie LLP and its affiliates. We encourage you to discuss this information with our lawyers at the inception of a matter and whenever you have questions during the course of that matter. Section headings are for convenience of reference only and not intended to affect the interpretation of the provisions of such sections.

Personnel. We generally assign one lawyer primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in rendering the most appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter and our lawyers' experience and expertise.

Basis for Fees. We charge for legal services rendered by our firm at applicable hourly rates. Each attorney, paralegal, and other timekeeper records time at assigned billing rates. Because hourly rates vary among personnel, each statement typically reflects a composite of several hourly rates. Those rates are reviewed periodically and change at least annually (usually on January 1) based on economic factors and the changing experience levels of our personnel. Services performed after the effective date of the new rates will be charged at the new rates.

Disbursements and Other Charges. In the course of performing legal services for you, various services may be provided by third parties. Examples include messenger and courier charges, filing and recording fees, foreign agent fees, court reporters and transcript costs, expert and other witness fees, charges for outside consultants and research services, and travel expenses. You are responsible for these third-party charges, and we reserve the right to forward their invoices directly to you for payment. For administrative ease, however, we may advance payment to the third-party provider and include the charge on our invoice to you, with no markup for handling. We will retain and not allocate to clients relatively insignificant discounts we receive for prompt payment or volume usage. For patent, trademark and other matters that may involve significant third-party payments, you may be required to maintain a minimum balance in a trust account to fund such payments. You will be advised of any such requirements, and we will not be obligated to request or pay for third-party services not fully covered by such deposits.

We will also charge you for certain internal services we provide in connection with our legal services. As noted below, because we both invest in specialized equipment and commit to long-term contracts with computer research vendors (such as Westlaw), long-distance telephone carriers, and others, we achieve savings in exchange for guaranteed payment, usage or other obligations undertaken at our risk. This allows us to charge our clients for certain computer research services and most long-distance telephone calls at rates discounted below standard rates. However, the payments we receive from clients for these services may exceed our total payments to the vendors. This excess is used to partially offset the costs we incur for related equipment and personnel and the risks we assume in entering into these contracts.

We currently charge specific internal costs in the following manner:

- 1. Photocopying, Printing, and Facsimile.** In our U.S. offices, clients are charged ten cents per page for laser printing and photocopying. These charges are higher in our non-U.S. offices. We do not charge for facsimiles sent or received, other than long-distance telephone charges.
- 2. Computer Research.** There is no extra charge to clients for our use of the firm's internal work product retrieval system. Clients are charged for computer-assisted research from outside services, other than many Westlaw Services, at the vendors' standard rates. For many services from Westlaw, our primary outside computer-research source, we are able to charge clients just 50% of Westlaw's standard rates because we committed to a long-term contract with monthly minimum payments. We may occasionally be able to pass along other discounted rates for computer-assisted research from outside sources when we can negotiate volume discounts.
- 3. Telecommunications.** We do not charge for local calls or for any email communications. In the United States, where we have been able to install special equipment and negotiate volume discounts, we share our savings with clients by charging long-distance calls at 50% of the AT&T tariff for direct-dial

long-distance calls, plus applicable taxes. In our non-U.S. offices, long-distance calls are charged at the carrier's tariff for such calls, plus applicable taxes. Credit card and cell phone calls necessitated by work on your matters are charged at our actual cost.

4. **Mail/Messengers.** In our larger offices, we may use firm messengers whenever appropriate to shorten delivery times and offer greater flexibility. Charges for such internal messengers are equal to or below rates charged by outside messengers for similar services. We do not charge for regular mail. Bulk mailings, packages, overnight deliveries, and special postal services are charged at our actual cost.

5. **Overtime.** Clients are charged for staff overtime, meals, and transportation only when (a) the client specifically requests after-hours effort or (b) the nature of the work necessitates overtime and such work could not have been done during normal work hours.

6. **Document Imaging and Database Support.** Certain matters, particularly large-scale litigation, may require special document imaging and optical character recognition ("OCR") services. We currently charge 15 cents per page for document imaging and 25 cents per page for OCR. Clients requiring these special technical services may also be charged for storage space on the firm's computer servers.

Invoices and Payment. We typically bill monthly, and payment is due upon receipt of the invoice. Payment of an invoice will reflect your agreement to the amount charged on that invoice, and you must bring any misbilling or other charge that you believe is inappropriate to our attention within 45 days of presentation of the invoice. To the fullest extent permitted by law, you agree that we have an attorneys' lien (including, without limitation, in the results of our services) to secure payment of the obligations owed us and that we may take steps to inform others of any attorneys' lien rights we might have. For accounts not paid within 30 days of the invoice date, we add a late payment charge of 1% per month (or such lower rate as required by applicable law) on unpaid balances from the invoice date. Unless otherwise agreed upon, we may apply payments first to our own attorneys' fees and costs of collection, second to our late charges, third to our invoiced fees, and finally to our invoiced disbursement charges. Our election not to exercise any rights or not to require punctual performance of each provision of this agreement will not be construed as a waiver or relinquishment of our rights. We do not and cannot guarantee the outcome of any matter or particular results, and payment of our fees and disbursements is not conditioned on any particular outcome. If we are required to bring an action or proceeding to collect fees or disbursements due us, we will also be entitled to recover certain fees and costs. These include, but are not limited to, our own outside attorneys' fees, expert witness fees, other costs of collection billed to us, and the value of legal services Perkins Coie's own attorneys perform in analyzing or prosecuting a collection action if such circumstances arise on your account. You consent to venue and jurisdiction wherever we have an office with attorneys who worked on your behalf. Also, if we are required to testify, produce documents, or respond to other requests in connection with litigation or other proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred in connection with such activities.

Insurance Coverage. You may have insurance policies relating to a matter for which you engage us that might cover, among other things, reimbursement of attorneys' fees and costs. If coverage is potentially available, including coverage for our fees and costs, your appropriate insurance company must be notified as soon as possible. We can advise you on the availability of insurance coverage only if you expressly and timely request that we do so, we do not have a conflict of interest, and we agree to undertake such additional work. You would then need to furnish us copies of all relevant insurance policies and related documents. Regardless whether, when, and to what the extent insurance coverage might be available to reimburse all or a portion of our fees and costs, you nevertheless remain primarily obligated for amounts owed us, including any late charges that accrue during any delay in payment by others.

Advance Payments and Estimates. We may require advance payments before working or continuing work on a matter. Of course, the amount of work we are called upon to perform may subsequently exceed our prior expectations. Regardless of whether you make an advance payment, you agree that any budget, estimate, or similar range for potential charges is nothing more than a forecast based on then-current assumptions, and any such forecast may be high or low due to changed or unforeseen circumstances. We reserve the right, as a condition of providing additional services, to require an increase in any advance payment.

Legal Service Provider. We provide strictly legal services to you in connection with this agreement. You are not relying on us for any services other than legal services, and we are specifically not providing any business,

investment, insurance, or accounting advice or any investigation of the character or credit of persons with whom you may be dealing.

Identity of Client. You confirm that we are being engaged by you and not any of your subsidiaries, affiliates, equityholders, employees, members of your family, or other persons, unless we separately and explicitly undertake such representation. You also expressly confirm that we may be adverse to any entity in which you have an ownership interest and any of your affiliates, equityholders, employees, members of your family, or other persons in matters unrelated to our work for you.

Conflicts of Interest. We have performed a search of our other clients to determine whether representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names or have affiliated companies that we should enter into our conflicts system.

Cooperation/Reliance on Accurate Information. To enable us to represent you effectively, you will cooperate fully with us in your matter(s). You and your agents will fully and accurately disclose to us all facts and documents that may be relevant to a matter we undertake or which we may otherwise request. This information will form the basis of our legal advice.

Email Communication Disclaimer. Many of our legal professionals receive hundreds of email messages per day (in addition to spam). Although email is an efficient method for many communications, it can also be delayed in transit or otherwise missed (e.g., blocked by our anti-spam software). You cannot assume that each email message copied or sent to one of our legal professionals was actually opened and read by him or her unless you receive a non-automated reply message indicating that he or she read the substance of your message.

Termination of Services. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or your failure to pay our legal fees and expenses when due. Our representation in any matter will also cease on completion of our work on that matter unless you ask us to perform additional work that we agree to undertake. Performing additional services for you on the same or any other matter is subject to these terms and conditions, our mutual concurrence and clearance of conflicts, if any. We are unable to assure you that matters for other clients will not conflict us out of additional matters you might later ask us to undertake. On completion of a matter, we may close our files and, absent a specific written undertaking to do so, will not thereafter be obligated to docket milestones, make additional or continuation filings, pursue appeals, take other steps on your behalf on the matter, or monitor or advise you with respect to changes in the law or circumstances that might bear upon or adversely affect the completed matter. If you wish to have us return material from your files after the conclusion of a particular matter, we will provide you such material at your request and expense. We will have no obligation to retain client files more than one year after the conclusion of a particular matter or our representation.

Alliances/Other Counsel. Many of our clients also have international or other legal needs we cannot fulfill. This causes us from time to time to establish ongoing working relationships or strategic alliances with law firms in other jurisdictions. While our close relationships with our legal colleagues at these firms have helped us provide coordinated representation for many of our clients, these firms (and other firms we may recommend to our clients) are separate from and independent of Perkins Coie. We do not share personnel or fees, do not have common operations beyond occasional joint seminars and presentations, and must check any other firm's conflicts of interest before that firm's lawyers may jointly represent any of our clients. Under rules in certain jurisdictions where we practice, we must advise you that you may consult independent counsel to advise you regarding these documents governing our relationship, and we encourage you to do so if you like. Also, you retain the right to consult with independent counsel at any time while we represent you. However, we are not responsible for any advice an independent counsel may give you, and such consultation will be entirely at your expense.

Affiliates. Perkins Coie LLP generally practices law under the name Perkins Coie. A separate, affiliated Arizona entity, Perkins Coie Brown & Bain P.A., provides legal services from the Phoenix office. For administrative ease, Perkins Coie LLP collects payments for legal services rendered by its affiliates.

Questions. We endeavor to deliver legal services effectively and efficiently and to render accurate and understandable billings. Please direct any questions about services or billing practices to your client service lawyer. Questions regarding the billing or payment status of your account may also be directed to the Client Accounting Department in our Seattle office at 1-800-261-3143 (206-359-3143 in the Seattle area).

Schedule 2

	B	C	E	G
1	WASHINGTON MUTUAL, INC.		Washington Mutual Entity Involved	Last Time Entered
2	Client Name	Matter Name	Washington Mutual, Inc.	6/20/2003
3	Harborstone Credit Union	Pre-Adversarial IP Matters	Washington Mutual, Inc.	3/27/2008
4	Baseball Club of Seattle, L.P.	Advertising Contracts	Washington Mutual, Inc.	9/11/2007
5	Community Reinvestment Fund, Inc.	WAMU	Washington Mutual, Inc.	
6	WASHINGTON MUTUAL		Washington Mutual Entity Involved	Last Time Entered
7	Client Name	Matter Name	Washington Mutual	10/13/2004
8	United Way of King County	Corporate General Dean & Zoe Hazen (Boulder Ridge Cable TV)	Washington Mutual	1/4/2007
9	US Bank	In Re Anita Waits	Washington Mutual	8/21/2007
10	T-Mobile USA	Washington Mutual	Washington Mutual	11/21/2003
11	Privasys	Financial Workout	Washington Mutual	4/24/2008
12	Perrault & Sons, Inc.	Derivative Litigation	Washington Mutual	10/15/2008
13	Directors of Washington Mutual	Real Estate	Washington Mutual	11/8/2007
14	Pelago, Inc.	Washington Mutual Sublease	Washington Mutual	5/16/2007
15	Alvarez & Marsal	Sweeney Conrad Building	Washington Mutual	10/10/2008
16	Keeler Investment Group, LLC			
17	WASHINGTON MUTUAL BANK		Washington Mutual Entity Involved	Last Time Entered
18	Client Name	Matter Name	Washington Mutual Entity Involved	Last Time Entered

	B	C	E	G
		Washington Mutual Bank ATM	Washington Mutual Bank	12/15/2003
19	SeatTac Village, LLC	- Lease	Washington Mutual Bank	8/19/2003
20	BEI OP, LLC	Belle-View Office Park	Washington Mutual Bank, Washington Mutual Bank, F.A.	11/29/2007
21	Paul H. Schwendener, Inc.	720-726 Randolph Associates	Washington Mutual Bank	9/8/2005
22	First Independent Bank	Washington Mutual Bank	Washington Mutual Bank	10/16/2008
23	Massachusetts Mutual Life Insurance Comp.	Tim and Linda Merrihew, et. al.	Washington Mutual Bank	7/16/2008
24	Verbera Health	Credit Counseling	Washington Mutual Bank	10/13/2008
25	Puget Sound Energy	Kittitas Condemnation	Washington Mutual Bank	7/16/2008
26	WASHINGTON MUTUAL CRE			
27	Client Name	Matter Name	Washington Mutual Entity Involved	Last Time Entered
28	Fannie Mae	WalMuJefferson @Arboretum	Washington Mutual CRE	12/5/2007

Schedule 3

<u>Name</u>	<u>Position</u>	<u>Practice Area</u>	<u>Rate</u>
Burman, David J.	Partner	Commercial Litigation	\$640.00
Graybeal, Lynne	Partner	Trademark & Copyright	\$475.00
Moore, Andrew B.	Partner	Corporate Governance & Transactions	\$485.00
Kaplan, John S.	Partner	Bankruptcy*	\$465.00
Vana, James L.	Partner	Trademark & Copyright	\$430.00
Abbotts, Nichole L.	Associate	Licensing & Technology	\$250.00
Buckley, Kathleen J.	Associate	Trademark & Copyright	\$365.00
Davitian, Darwin R.	Associate	Real Estate & Land Use	\$280.00
Glant, Ryan D.	Associate	Corporate Governance & Transactions	\$260.00
Hanson, Jeffrey M.	Associate	IP Litigation	\$320.00
Hoskins, Rebecca H.	Associate	Corporate Governance & Transactions	\$405.00
Husbands, Scott H.	Associate	Corporate Governance & Transactions	\$260.00
Lintner, Laura M.	Associate	Corporate Governance & Transactions	\$290.00
Schneller, Matthew D.	Associate	Trademark & Copyright	\$320.00
Taylor, Sarah J.	Associate	Trademark & Copyright	\$240.00
Lang, Barbara J.	Paralegal	Trademark & Copyright	\$255.00
Motherwell, Elizabeth W.	Paralegal	Trademark & Copyright	\$255.00
Phillips, Dana D.	Paralegal	Trademark & Copyright	\$255.00
Stewart, Susan J.	Paralegal	Trademark & Copyright	\$255.00
Bracewell, Rebecca A.	Paralegal Asst.	Trademark & Copyright	\$80.00

*For employment and fee application issues in these cases, not general bankruptcy advice to Debtors