

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

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

NOTICE OF DEPOSITION OF THE FEDERAL DEPOSIT INSURANCE CORPORATION-RECEIVER BY RULE 30(b)(6) REPRESENTATIVE

TO: FDIC-Receiver
c/o John J. Clarke, Jr., Esq.
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020

PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of Civil Procedure and Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, the Consortium of Trust Preferred Securities Holders, as parties-in-interest in the above-captioned chapter 11 proceedings, by and through their undersigned attorneys, will take the deposition of a designated representative of the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank pursuant to Fed. R. Civ. P. 30(b)(6). Fed. R. Civ. P. 30(b)(6) requires the deponent to designate one or more officers, directors, managing agents or other persons with the most particularized knowledge as to the matters listed on Schedule A, Topics Of Inquiry. The deposition will take place on **November 8, 2010, at 10 a.m.** at the offices of **Campbell & Levine LLC, 800 North King Street, Suite 300, Wilmington, DE 19801** and will continue from day to day thereafter until complete. The deposition will be taken before an authorized court reporter or other officer authorized by law to administer oaths and will be recorded by



stenographic means. The deposition will be taken according to the Federal Rules of Bankruptcy Procedure for the purpose of discovery, use as evidence at any hearing or trial, or any other purpose allowed by law.

Dated: Wilmington, Delaware
October 12, 2010

CAMPBELL & LEVINE LLC

/s/ Kathleen Campbell Davis

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SCHEDULE A –TOPICS OF INQUIRY FOR FDIC

I. DEFINITIONS

1. The words “and” and “or” are to be construed both conjunctively and disjunctively. The singular form of a noun or pronoun includes the plural form and vice versa. The word “all” shall also include “each of,” and vice versa.

2. “Communication” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including, without limitation, correspondence, documents, conversations, dialogues, discussions, e-mails, interviews, consultations, agreements, and other understandings.

3. As used herein, the term “Disclosure Statement” shall mean the Disclosure Statement for the Fifth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about July 1, 2010 in the Debtors’ Chapter 11 cases, and any prior or subsequent versions of the Disclosure Statement.

4. “Document” means any printed, written, typed, recorded, transcribed, taped, photographic, or graphic matter, however produced or reproduced, including but not limited to: any letter, correspondence, or communication of any sort; film, print or negative of photograph; sound recording, video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper, or draft; computer or computer network output or input, hard or floppy disc, electronic mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register, canceled check, deposit slip, charge slip, tax return (income or other), requisition; file, study, graph, tabulation, and any and all other writings and recordings of whatever nature, whether signed or unsigned or transcribed, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonably usable form.

5. As used herein, the term “Global Settlement Agreement” shall mean the Proposed Global Settlement Agreement or the Global Settlement Agreement, each as defined in any version of the Disclosure Statement and/or Plan.

6. As used herein, the term “Person” means any natural person or any business, legal, or governmental entity or association.

7. As used herein, the term “Plan” means the Fifth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about July 1, 2010 in the Debtors’ Chapter 11 cases and any prior or subsequent versions of the Plan.

8. “Referring to,” “relating to,” “evidencing” or “constituting” mean containing, comprising, embodying, mentioning, indicating, supporting, proving, showing, relating, or referring in any way, in whole or in part, including, but not limited to documents underlying, supporting, currently or previously attached or appended to, or used in the preparation of any document called for by the request.

9. As used herein, the term “Settlement Parties” means those signatories to the Proposed Global Settlement Agreement.

10. As used herein, the term “Trust Preferred Securities” shall mean and refer to the following securities:

- a. Washington Mutual Preferred Funding (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-1 and Series A-2, as described in an offering circular dated February 24, 2006 (the “WaMu Cayman TPS”);
- b. Washington Mutual Preferred Funding Trust I Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, as described in an offering circular dated February 24, 2006 (the “WaMu Delaware I TPS”);
- c. Washington Mutual Preferred Funding Trust II Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, as described in an offering circular dated December 6, 2006 (the “WaMu Delaware II TPS”);
- d. Washington Mutual Preferred Funding Trust III Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, as described in an offering circular dated May 21, 2007 (the “WaMu Delaware III TPS”); and
- e. Washington Mutual Preferred Funding Trust IV Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, as described in an offering circular dated October 18, 2007 (the “WaMu Delaware IV TPS”).

11. “You”, “Your”, or “FDIC” mean and refer to the Federal Deposit Insurance Corporation, in its corporate role and its role as Receiver of Washington Mutual Bank, any current or former parent, affiliates or subsidiaries, or any of their members, officers, directors, representatives, employees, agents, consultants, accountants, attorneys, financial advisors, predecessors, successors, assigns and any other person currently or formerly acting or purporting to act on the FDIC’s behalf for any purpose whatsoever.

12. Unless otherwise defined herein, capitalized terms shall bear the meanings ascribed thereto in the Disclosure Statement and/or Plan, as applicable.

II. TOPICS OF INQUIRY

1. Current ownership of the Trust Preferred Securities.
2. The Conditional Exchange.

3. The Downstream Undertaking.
4. Any and all communications between Washington Mutual, Inc, the OTS and/or the FDIC regarding the Trust Preferred Securities and/or any assets associated with the Trust Preferred Securities.
5. Discussions or communications between the FDIC and any other party or entity regarding an acquisition of, merger with, or transaction involving Washington Mutual, inc. or Washington Mutual Bank in 2008.
6. Any bidding process, including but not limited to compilation and/or sharing of any bid package, request for proposal or other invitation to submit a bid for the purchase of Washington Mutual Bank.
7. All responses to any bid package, request for proposal or other invitation to submit a bid for the purchase of Washington Mutual Bank, including but not limited to any such response(s) submitted by JPMorgan Chase.
8. The sale of the assets of Washington Mutual Bank by the FDIC.
9. The acquisition by JPMC of certain assets of Washington Mutual Bank.
10. Negotiations with JPMC for the acquisition of the assets of Washington Mutual Bank.
11. Negotiation of the Global Settlement Agreement and/or the Plan.
12. The purported “Settlement with the REIT Series Holders” referenced in Section I.C.8 of the Debtors’ Disclosure Statement, including but not limited to the negotiation of that “settlement” and the identity(ies) of the party(ies) claimed to have negotiated that “settlement.”
13. The treatment of the Trust Preferred Securities under the Global Settlement Agreement.
14. The releases, exculpations and/or injunctions proposed to be granted or issued under the Global Settlement Agreement and/or the Plan, including but not limited to the negotiation of such releases, exculpations and/or injunctions and the identity(ies) of the party(ies) claimed to have negotiated those releases, exculpations and/or injunctions.

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

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

CERTIFICATE OF SERVICE

I, Kathleen Campbell Davis, of Campbell & Levine, LLC, hereby certify that on October 12, 2010, I caused a copy of the foregoing *Notice of Deposition of the Federal Deposit Insurance Corporation-Receiver by Rule 30(b)(6) Representative* to be served upon the individuals listed below via First Class Mail.

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Dated: October 12, 2010

/s/Kathleen Campbell Davis

Kathleen Campbell Davis (No. 4229)