

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:	§	
	§	CASE NO. 08-12229 (MFW)
WASHINGTON MUTUAL, INC., <i>et al.</i> ,	§	
	§	CHAPTER 11
DEBTORS.	§	(Jointly Administered)
	§	
	§	

**NOTICE OF RULE 30(b)(6) DEPOSITION OF
REPRESENTATIVE OF WASHINGTON MUTUAL INC.**

TO: Washington Mutual Inc.
c/o Brian Rosen
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

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, American National Insurance Company, American National Property and Casualty Company, Farm Family Life Insurance Company, Farm Family Casualty Insurance Company, and National Western Life Insurance Company (collectively, the "Texas Group"), by and through their undersigned attorneys, will take the deposition of a designated representative of Washington Mutual, Inc 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 12, 2010, at 10 a.m. Eastern Time at the offices of Smith Katzenstein & Jenkins, LLP, 800 Delaware Avenue, Suite 1000, Wilmington, DE 19801 (or at a time and place to be mutually agreed upon by the parties) 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 sound and/or 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: November 5, 2010

Respectfully Submitted.

SMITH, KATZENSTEIN & FURLOW LLP

By: /s/ Michael P. Migliore
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American National Property and Casualty
Company, Farm Family Life Insurance Company.
Farm Family Casualty Insurance Company, and
National Western Life Insurance Company

SCHEDULE A – TOPICS OF INQUIRY

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 Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about October 6, 2010 [Docket No. 5549] in the Debtors’ Chapter 11 cases, and any prior or subsequent versions of the Disclosure Statement.

4. As used herein, the term “Plan” means the Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about October 6, 2010 [Docket No. 5548] in the Debtors’ Chapter 11 cases, including any prior or subsequent versions of or modifications and amendments to the Plan.

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 “Settling Parties” means the signatories to the Global Settlement Agreement.

7. The term "Texas Litigation" shall bear the meaning ascribed thereto in the Global Settlement Agreement, Disclosure Statement and/or Plan, as applicable.

8. "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.

9. As used herein, the term "Person" means any natural person or any business, legal, or governmental entity or association.

10. “Referring to,” “relating to,” “in relation 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.

II. TOPICS OF INQUIRY

1. Whether the Debtors consider the Texas Litigation to be part of the Debtors’ bankruptcy estate(s), and if so, the factual basis for such conclusion;

2. Any and all negotiations or discussions relating to inclusion of the Texas Litigation in the Global Settlement Agreement and the Plan and any all communications relating thereto;

3. Any and all communications between the Settling Parties, as such term is defined in the Plan, discussing the Texas Litigation between February 16, 2009 and the date of the filing of the most recently-filed Plan;

4. The identity(ies) of any and all persons that have or have claimed to have negotiated or discussed any releases, exculpations and/or injunctions provided in the Global Settlement Agreement and/or the Plan relating to the Texas Litigation;

5. Any and all consideration provided to the Debtors relating to the Texas Litigation as part of the Global Settlement Agreement and the Plan or otherwise;

6. Any and all consideration provided to the Texas Group as part of the Global Settlement Agreement and/or the Plan or otherwise in relation to any purported release, exculpation and/or injunction provided in the Global Settlement Agreement and/or the Plan or otherwise;

7. Any and all consideration provided to any party including the Settling Parties, as such term is defined in the Plan, other than the Debtors, in relation to the Texas Litigation as part of the Global Settlement Agreement and the Plan or otherwise:

8. The Debtors' understanding of the meaning of provisions in the Global Settlement Agreement and/or the Plan relating to any purported release, exculpation and/or injunction affecting the Texas Litigation, including but not limited to the meaning of the term "best efforts" as it relates to the Debtors' duties regarding the Texas Litigation;

9. Any and all evidentiary support for the reasonableness of the Plan and the Global Settlement Agreement as a whole and the reasonableness of the Global Settlement Agreement and the Plan in relation to the Texas Litigation;

10. Any and all evidentiary support for the contention that purported releases, exculpations and/or injunctions affecting the Texas Litigation in the Global Settlement Agreement and/or the Plan are essential or necessary for the Debtors' reorganization; and

11. Any and all evidence in support of the Debtors' understanding as to the Texas Group's remedy if the claims asserted in the Texas Litigation are released and/or enjoined as a result of the Global Settlement Agreement and/or the Plan.

12. Any and all evidentiary support for the conclusion that the Plan complies with the "good faith" requirement of the Bankruptcy Code.

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DEBTORS. § CHAPTER 11
§ (Jointly Administered)
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§

CERTIFICATE OF SERVICE

I, Michael P. Migliore, hereby certify that, on November 5, 2010, I caused to be served on the individuals listed below via electronic mail and via First Class US Mail:

Notice of Rule 30(b)(6) Deposition of Representative of Washington Mutual Inc.

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