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1/11/2013 10:05
FEDERAL BANCROFT
COURT

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

In re:

WASHINGTON MUTUAL, INC., et. al.¹,

Debtors.

Chapter 11
Case No. 08-12229 (MFW)
(Jointly Administered)

**CERTIFICATION OF KEITH O. FUKUI IN SUPPORT OF RESPONSE
TO DEBTORS' FIFTH OMNIBUS (SUBSTANTIVE) OBJECTION TO
CLAIMS AND WMILT'S SEVENTY-NINTH OMNIBUS (SUBSTANTIVE)
OBJECTION TO CLAIMS**

KEITH O. FUKUI ("Claimant"), creditor in the above-captioned matter, hereby certifies as follows:

1. I am creditor in the above-captioned bankruptcy proceeding. As such, I have personal knowledge of the facts set forth herein.
2. On September 26, 2008 (the "Petition Date"), the above-captioned Chapter 11 case was commenced in the United States Bankruptcy Court for the District of Delaware.
3. Prior to the Petition Date, I was employed by Washington Mutual Bank ("WMB"), a subsidiary and/or department of the Debtor, Washington Mutual, Inc. ("WMI").

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 principal offices of WMI Liquidating Trust are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.



4. On or around January 2, 2008, as part of my employment, I entered into a Change in Control Agreement (the "CIC"). Annexed hereto as Exhibit A is a true and accurate copy of the CIC.

5. On or around February 17, 2009, after the assets of WMB had been seized and sold to JPMorgan Chase & Co. ("JPMC"), I entered into a Job Transition agreement with JPMC. Annexed hereto as Exhibit B is a true and accurate copy of the Job Transition agreement.

6. On or around August 12, 2008, also as part of my employment, I accepted and executed a Special Bonus Opportunity agreement. Annexed hereto as Exhibit C is a true and accurate copy of the Special Bonus Opportunity agreement.

7. On February 12, 2009, I filed Proof of Claim number 710 (the "Claim") in the amount of \$824,977.22. Annexed hereto as Exhibit D is a true and accurate copy of the Claim.

I hereby certify that the foregoing statements made by me are true. If any of the foregoing statements made by me are willfully false, I recognize that I am subject to punishment.

Dated: January 9, 2013



KEITH O. FUKUI

EXHIBIT A

COPY

CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (the "Agreement") is between the Subsidiary (as defined below) of Washington Mutual, Inc. (the "Company") by which the undersigned employee is currently employed ("Washington Mutual") and the undersigned employee of Washington Mutual ("Employee"). The parties agree as follows:

1. Employment. Washington Mutual hereby employs Employee, and Employee hereby accepts employment, on the terms in this Agreement.

2. Duties. Employee shall perform such duties as Washington Mutual may from time to time direct.

3. Compensation & Benefits. Employee's compensation and benefits shall be as determined by Washington Mutual from time to time.

4. Performance of Duties. Employee agrees that during his or her employment with Washington Mutual: (a) Employee will faithfully perform the duties of such office or offices as he or she may occupy, which duties shall be such as may be assigned to him or her by Washington Mutual; (b) Employee will devote to the performance of his or her duties all such time and attention as Washington Mutual shall reasonably require, taking, however, from time to time, such reasonable vacations as are consistent with his or her duties and Washington Mutual policy; and (c) Employee will not, without Washington Mutual's express consent, become actively associated with or engaged in any business or activity during the term of this Agreement other than that of Washington Mutual (excepting customary family and personal activities, which may include management of personal investments so long as it does not entail active involvement in a business enterprise) and Employee will do nothing inconsistent with his or her duties to Washington Mutual.

5. Termination.

(a) Either Washington Mutual or Employee may terminate Employee's employment at any time in its sole discretion, with or without advance notice. Except as expressly provided in this Agreement or under any employee benefit plan maintained by the Company or its Subsidiaries, upon termination of employment, Washington Mutual shall have no liability to pay any further compensation or any other benefit or sum whatsoever to Employee. Notwithstanding any other provision of this Agreement, this Agreement shall terminate and no further amounts or benefits shall be payable under this Agreement if, at least 120 days prior to a Change in Control (as defined below), Employee transfers to another Washington Mutual position and, under Washington Mutual's policies then in effect, persons occupying that position or a similar position are not eligible to receive a change in control agreement.

(b) Upon termination of employment, Employee's rights under all employee pension plans, employee welfare benefit plans, bonus plans and stock option and restricted stock plans shall be determined under the terms of the plans and grants themselves except as otherwise specifically provided in this Agreement.

(c) If (i) Employee's employment is terminated by Washington Mutual or its successor without "cause" (as defined below) upon or within two years after a Change in Control or (ii) Employee resigns for "good reason" (as defined below) upon or within two years after a Change in

Control and no reason for Washington Mutual to terminate Employee for "cause" exists, then Employee shall be entitled to receive, within five business days after the effective date of such termination or resignation, from Washington Mutual or its successor, a lump sum equal to two times Employee's annual compensation. Notwithstanding the preceding, the amount paid to employee under this Section 5(c) shall be offset by any payment received by Employee from Washington Mutual or any acquired company pursuant to: (i) a severance or change in control agreement, arrangement or plan, with the exception of any such payment received more than two years before either clause (i) or clause (ii) of this Section 5(c) was satisfied, or (ii) The Worker Adjustment and Retraining Notification Act (WARN Act) or any similar state or local law.

(d) Upon a Change in Control, the lapse of the restrictions on Employee's restricted stock, restricted stock units, stock options and other equity awards shall automatically be accelerated (and, to the extent applicable, the option or other award shall be fully exercisable) unless the applicable award agreement provides otherwise.

(e) For purposes of Section 5(c), Employee's "annual compensation" shall equal the sum of (i) the highest of the Employee's annual base salary for the calendar year in which termination or resignation occurs, the prior calendar year, or the calendar year immediately preceding the year in which the Change in Control occurred, (ii) the highest of (A) the Employee's unadjusted target bonus for the calendar year in which the termination or resignation occurs, (B) the Employee's actual bonus (including, for the avoidance of doubt, any portion of the actual bonus that was deferred or exchanged at the Employee's election for equity awards) for the prior calendar year (annualized if Employee was not employed by Washington Mutual for the entire previous calendar year), or (C) the Employee's actual bonus (including, for the avoidance of doubt, any portion of the actual bonus that was deferred or exchanged at the Employee's election for equity awards) for the calendar year immediately preceding the year in which the Change in Control occurred (annualized if Employee was not employed by Washington Mutual for the entire such calendar year), and (iii) the amount of the contributions or accruals made or anticipated to have been made on Employee's behalf to the Company's or its Subsidiaries' benefit plans for the calendar year in which the termination or resignation occurs, including without limitation contributions to and accruals under qualified and nonqualified defined contribution and defined benefit pension plans and plans qualified under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section 5(e), bonus refers to monthly, quarterly, annual and other periodic performance-based bonuses based on individual and/or company results, and excludes non-periodic lump sum bonuses (such as sign-on and retention bonuses (even if such bonuses are also performance-based bonuses) and cash and non-cash prizes and awards, including awards from sales contests) and the value of equity awards except as otherwise specifically provided herein.

(f) Notwithstanding the foregoing, if any payment described in Section 5(c) and the value of any lapse of restrictions under Section 5(d), together with any other payments or transfers of property, would constitute a "parachute payment" under Section 280G of the Code, or any successor statute then in effect, the aggregate payments by Washington Mutual or its successor pursuant to Section 5(c) shall be reduced to an amount that, when combined with the value of any lapse of restrictions under Section 5(d) and any other payments or transfers of property taken into account under Section 280G, is one dollar less than the smallest sum that would be considered to be a "parachute" payment.

(g) For purposes of this Agreement, "Change in Control" shall mean:

1. The acquisition of ownership, directly or indirectly, beneficially or of record, by any Person (as defined below) or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date of this

Agreement), other than the Company, a Subsidiary or any employee benefit plan of the Company, or its Subsidiaries, of shares representing more than 25% of (i) the common stock of the Company, (ii) the aggregate voting power of the Company's voting securities or (iii) the total market value of the Company's voting securities;

2. During any period of 25 consecutive calendar months, a majority of the Board of Directors of the Company (the "Board") ceasing to be composed of individuals (i) who were members of the Board on the first day of such period, (ii) whose election or nomination to the Board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of the Board or (iii) whose election or nomination to the Board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of the Board; provided that, any director appointed or elected to the Board to avoid or settle a threatened or actual proxy contest shall in no event be deemed to be an individual referred to in clauses (i), (ii) or (iii) above;

3. The good-faith determination by the Board that any Person or group (other than a Subsidiary or any employee benefit plan of the Company or a Subsidiary) has acquired direct or indirect possession of the power to direct or cause to direct the management or policies of the Company, whether through the ability to exercise voting power, by contract or otherwise;

4. The merger, consolidation, share exchange or similar transaction between the Company and another Person (other than a Subsidiary), other than a merger in which the stockholders of Washington Mutual immediately before such merger, consolidation or transaction own, directly or indirectly, immediately following such merger, consolidation or transaction, at least seventy-five percent (75%) of the combined voting power of the surviving entity in such merger, consolidation or transaction in substantially the same proportion as their ownership immediately before such merger, consolidation or transaction; or

5. The sale or transfer (in one transaction or a series of related transactions) of all or substantially all of the Company's assets to another Person (other than a Subsidiary) whether assisted or unassisted, voluntary or involuntary.

(h) For purposes of this Agreement:

1. "Person" shall mean any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

2. "Subsidiary" shall mean a corporation that is wholly owned by the Company, either directly or through one or more corporations that are wholly owned by the Company.

3. "Related Company" shall mean any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity interest, as determined by the Human Resources Committee of the Board.

(i) For purposes of this Agreement, Washington Mutual shall have "cause" to terminate Employee's employment if:

1. Employee violates the Company's or Washington Mutual's policies regarding drug or alcohol use on a recurring basis;

2. Employee is convicted of any felony or of a misdemeanor involving moral turpitude (including forgery, fraud, theft or embezzlement) or enters into a pretrial diversion or similar program in connection with the prosecution for an offense involving dishonesty, breach of trust or money laundering; or

3. Employee has engaged in: (a) dishonesty or fraud, (b) destruction or theft of property of the Company or a Subsidiary, (c) physical attack on another employee, (d) willful malfeasance or gross negligence in the performance of Employee's duties, or (e) misconduct materially injurious to the Company or a Subsidiary.

(j) For purposes of this Agreement, "good reason" for Employee to resign shall mean the occurrence of any of the following events without Employee's consent, provided that the Employee in all events shall have resigned within two years after the Change in Control:

1. The assignment of duties to Employee which (a) are materially different from Employee's duties immediately prior to the Change in Control, or (b) result in Employee having significantly less authority and/or responsibility than Employee had prior to the Change in Control.

2. A reduction of Employee's total pay opportunity from that in effect on the date of the Change in Control. Changes in the allocation of Employee's compensation between salary and incentive compensation, and changes to the criteria or method for determining incentive compensation amounts actually earned, shall not constitute "good reason" for Employee to resign. "Total pay opportunity" means base salary plus target incentive compensation, provided that in the case of incentive compensation for which a "target" is not defined (such as some sales commissions), the incentive component of the pay opportunity shall be the average incentive compensation of Employee during the 24 months preceding the Change in Control.

3. A relocation by more than 50 miles of Employee's principal place of employment as in effect on the date of the Change in Control, if the relocation increases the distance between Employee's principal residence and principal place of employment by more than 25 miles. Distances shall be measured by surface miles, using surface transportation over public streets, roads, highways and waterways, by the shortest route.

(k) For purposes of this Agreement, Employee shall be considered to have resigned for "good reason" only if Washington Mutual fails to cure within 15 days after receiving a written demand to cure that specifies the circumstances constituting "good reason." Also, Employee shall be considered to have resigned for "good reason" only if the effective date of Employee's resignation is within 60 days after the effective date of the occurrence that constitutes "good reason."

6. Death or Disability. If Employee should die or become disabled at any time during his or her employment hereunder, neither Employee nor anyone claiming by, through or under him or her shall be entitled to any further compensation or other sum under this Agreement (but shall be entitled to payments made by insurers under policies of life and disability insurance and any sums which may become available under any employee benefit plan).

7. Confidentiality. Employee agrees that information not generally known to the public to which Employee has been or will be exposed as a result of Employee's employment by Washington Mutual is confidential information that belongs to the Company or its Subsidiaries. This includes information developed by Employee, alone or with others, or entrusted to Employee, or entrusted to the

Company or its Subsidiaries by its customers or others. The Company's and its Subsidiaries' confidential information includes, without limitation, information relating to the Company's or its Subsidiaries' trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, clients, employees, business strategies and acquisition strategies. Employee will hold the Company's and its Subsidiaries' confidential information in strict confidence and will not disclose or use it except as authorized by Washington Mutual and for Washington Mutual's benefit.

8. Possession of Materials. Employee agrees that upon conclusion of employment or request by Washington Mutual, Employee shall turn over to Washington Mutual all documents, files, office supplies and any other material or work product in Employee's possession or control that were created pursuant to or derived from Employee's services for Washington Mutual.

9. Resolution of Disputes. Any dispute arising out of or relating to this Agreement or Employee's employment (or termination of employment) shall be submitted to and resolved by final and binding arbitration as provided in the Binding Arbitration Agreement attached as Exhibit A, whether the claimant is Employee or Washington Mutual. Employee and Washington Mutual also agree to exhaust all remedies available under the Washington Mutual, Inc. Dispute Resolution Process, as in effect from time to time, before initiating arbitration; provided that Employee shall not be required to use or follow the Dispute Resolution Process before initiating arbitration of any claim that arises upon or within two years after a Change in Control. In any dispute in arbitration or court arising out of or relating to this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

10. Agreement Not To Solicit Personnel. In consideration for the mutual undertakings of the parties under this Agreement and Employee's access as an employee of Washington Mutual to employees, contractors and consultants of the Company and Related Companies, Employee agrees that, during Employee's employment with Washington Mutual, and for a period of one year following termination of employment, Employee will not in any manner, directly or indirectly, solicit, encourage, induce, or recruit any person who is then an employee, contractor, or consultant of the Company or a Related Company, and whom Employee worked with, supervised, or had access to confidential information about while employed by Washington Mutual, to seek or accept employment or a contractual or consulting engagement with any business that competes with or provides services comparable to those provided by the Company or its subsidiaries.

11. Intellectual Property Ownership. In addition, in consideration of the mutual undertakings of the parties under this Agreement, Washington Mutual will own all rights to the results of Employee's work, including inventions and other intellectual property developed using Company or its subsidiaries' equipment, supplies, facilities or trade secret information. It will also own all rights to the results of any other effort of Employee (outside of Employee's performance of Washington Mutual work) that relate directly to Employee's work or to the Company's or its subsidiaries' business or actual or demonstrably anticipated research or development. Washington Mutual's rights extend to anything that is authored, conceived, invented, written, reduced to practice, improved or made by Employee, alone or jointly with others, during the period of Employee's employment by Washington Mutual. To the extent that the results of Employee's work or other effort constitute a "work made for hire" as defined under U.S. copyright law, the copyright shall belong solely to Washington Mutual. Otherwise, to the extent that such results are legally protectable, then Employee hereby irrevocably assigns all copyrights, patent rights, and other proprietary rights therein to Washington Mutual, and no further action by Employee is required to grant ownership to Washington Mutual. Employee will assist in preparing and executing documents, and will take any other steps requested by Washington Mutual, to vest, confirm or demonstrate its ownership rights, and Employee will not at any time contest the validity of such rights.

Employee understands that the termination of Employee's employment will not terminate or invalidate any of Employee's obligations, or Washington Mutual's rights, as described above.

Employee understands that the above commitments are in furtherance of the WaMu Intellectual Property Policy (a copy of which Employee has had an opportunity to review and is also found on wamu.net), which is incorporated herein but not set forth in full due to space limitations. If Employee lives or works in Washington, California, Illinois, or in any other state mentioned in the Invention Notice section of the policy, then the above assignment does not apply to inventions described in the Invention Notice for Employee's state.

12. Remedies for Certain Breaches Related to Solicitation and Intellectual Property. Should Employee breach the agreements set forth in Section 10 or 11, in addition to any other remedy available to Washington Mutual, (a) the Employee shall immediately pay to Washington Mutual any payment made pursuant to Section 5(c); (b) pursuant to the relevant award agreements, any option that vested upon a Change in Control ("Option"), or portion of such Option, that remains unexercised shall terminate and cease to be exercisable; (c) pursuant to the relevant award agreements, for any Option, or portion of such Option, already exercised, Employee shall immediately pay to Washington Mutual any difference between the fair market value of the Option shares on the date of exercise and the exercise price of such Option shares; and (d) pursuant to the relevant award agreements, Employee will immediately pay to Washington Mutual the fair market value as of the Change in Control of any shares of restricted stock that vested upon a Change in Control. The parties agree that, to the extent the restrictions set forth in Sections 10 and 11 and this Section 12 are found to be unenforceable in any respect, this Section 12 shall be construed to be enforceable to the maximum extent permitted by law.

13. Miscellaneous.

(a) This Agreement is the entire agreement between the parties and may not be modified or abrogated orally or by course of dealing, but only by another instrument in writing duly executed by the parties. This Agreement replaces and supersedes all prior agreements on these subjects that Employee may have with the Company, or any Subsidiary, provided, however, that this Agreement shall supplement and shall not supersede any other agreement that Employee has signed in favor of the Company or any Subsidiary protecting the confidentiality of its confidential information or its interest in intellectual property. All such agreements remain in full force and effect. Employee acknowledges that Employee shall be entitled to change in control benefits, severance benefits or other employment separation benefits only as specifically provided in this Agreement (or, to the extent applicable according to its terms, as provided in the Washington Mutual, Inc. Special Severance Plan as in effect from time to time), notwithstanding the terms of any other representation, policy, severance plan, benefit plan or agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, if, at the time of Employee's termination of employment with Washington Mutual, he or she is a "specified employee" as defined in Section 409A of the Code, and one or more of the payments or benefits received or to be received by Employee pursuant to this Agreement would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under this Agreement until the earlier of (a) the date that is six (6) months following Employee's termination of employment with Washington Mutual, or (b) the Employee's death. The provisions of this Section 13(b) shall only apply to the extent required to avoid Employee's incurrence of any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder. In addition, if any provision of this Agreement would cause Employee to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, Washington Mutual may reform such

provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code.

(c) This Agreement has been drafted in contemplation of and shall be construed in accordance with and governed by the law of the state of Employee's principal place of employment with Washington Mutual.

(d) Employee acknowledges that this Agreement has been drafted by counsel for Washington Mutual, and that Employee has not relied upon such counsel with respect to this Agreement.

(e) If a court or arbitrator of competent jurisdiction or governmental authority declares any term or provision hereof invalid, unenforceable or unacceptable, the remaining terms and provisions hereof shall be unimpaired and the invalid, unenforceable or unacceptable term or provision shall be replaced by a term or provision that is valid, enforceable and acceptable and that comes closest to expressing the intention of the invalid, unenforceable or unacceptable term or provision.

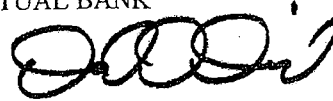
(f) Employee may not assign Employee's rights or delegate Employee's duties under this Agreement.

Washington Mutual may assign its rights and delegate its duties under this Agreement to the Company or any Subsidiary or to any purchaser of all or substantially all of Washington Mutual's assets. The transfer of Employee's employment from Washington Mutual to any other Subsidiary or to the purchaser of all or substantially all of the assets of Washington Mutual shall not be considered a termination of employment, but this Agreement shall run to the benefit of, and be binding upon, the new employer. In the event of a Change in Control, this Agreement shall bind, and run to the benefit of, the successor to Washington Mutual resulting from the Change in Control.

DATED effective as of the 17th of December 2007.

WASHINGTON MUTUAL: WASHINGTON MUTUAL BANK

By



Daryl D. David
Executive Vice President
Chief Human Resources Officer

EMPLOYEE:



Keith Owen Fukui

1/02/08

DATE

EXHIBIT A
BINDING ARBITRATION AGREEMENT

This Binding Arbitration Agreement is a part of, and incorporated into, that certain Change in Control Agreement between the parties dated effective as of December 17, 2007. I, the employee who is a party to the Change in Control Agreement to which this Exhibit is attached, as well as Washington Mutual, agree as follows:

1. Any and all disputes that involve or relate in any way to my employment (or termination of employment) with Washington Mutual shall be submitted to and resolved by final and binding arbitration.
2. Washington Mutual and I understand that, by entering into this Binding Arbitration Agreement, we are each waiving any right we may have to file a lawsuit or other civil action or proceeding relating to my employment with Washington Mutual, and are waiving any right we may have to resolve employment disputes through trial by jury. We agree that arbitration shall be in lieu of any and all lawsuits or other civil legal proceedings relating to my employment.
3. This Binding Arbitration Agreement is intended to cover all civil claims that involve or relate in any way to my employment (or termination of employment) with Washington Mutual, including, but not limited to, claims of employment discrimination or harassment on the basis of race, sex, age, religion, color, national origin, sexual orientation, disability and veteran status (including claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act ("ERISA"), the Fair Labor Standards Act, the Immigration Reform and Control Act and any other local, state or federal law concerning employment or employment discrimination), claims based on violation of public policy or statute, and claims against individuals or entities employed by, acting on behalf of, or affiliated with Washington Mutual. However, ERISA plan benefit issues and claims for workers compensation or for unemployment compensation benefits are not covered by this Binding Arbitration Agreement. The statutes of limitations otherwise applicable under law shall apply to all claims made in the arbitration.
4. I understand and agree that, despite anything in this Binding Arbitration Agreement to the contrary, I am not waiving the right to file or institute a complaint or charge with any government agency authorized to investigate or resolve employment-related matters, including but not limited to the United States Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Office of Special Counsel for Unfair Immigration-Related Employment Practices or other appropriate immigration authorities, and any other comparable local, state or federal agency. I also understand and agree that, despite anything in this Binding Arbitration Agreement to the contrary, either party may request a court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after arbitration is commenced. The temporary or interim relief may remain in effect pending the outcome of arbitration. No such request shall be a waiver of the right to submit any dispute to arbitration.
5. This Binding Arbitration Agreement does not constitute an employment contract, require discharge only for cause, or require any particular corrective action or discharge procedures.

6. Arbitration under this Binding Arbitration Agreement shall be conducted before a single arbitrator and shall take place within the state where I am currently employed by Washington Mutual, or where I was so employed at the time of termination.

7. In order to initiate arbitration, Washington Mutual or I must notify the other party in writing of its decision to initiate arbitration, either by personal delivery or certified mail. The notification should include the following information about the employee: name, home address, work address, work and home phone number, and the following information about the occurrence: date, location, nature of the claims or dispute, facts upon which the claims are made, and remedy requested. Any notice of arbitration initiated by Washington Mutual shall be sent to my last known residence address as reflected in my personnel file at Washington Mutual. Notice of arbitration initiated by me shall be sent to Washington Mutual's Legal Department, attention General Counsel - Litigation. The Legal Department's address is currently Washington Mutual, 1301 Second Ave., WMC: 3501, Seattle, Washington 98101.

8. Within thirty (30) days after receipt of notice of arbitration, Washington Mutual and I will attempt to agree upon a mutually acceptable arbitrator. If Washington Mutual and I are unable to agree upon an arbitrator, we will submit the dispute to the American Arbitration Association ("AAA"). If AAA is, for some reason, unable or unwilling to accept the matter, we will submit the matter to a comparable arbitration service. The arbitration shall be conducted in accordance with the laws of the state in which the arbitration is conducted and the rules and requirements of the arbitration service being utilized, to the extent that such rules and requirements do not conflict with the terms of this Binding Arbitration Agreement.

9. At the request of either Washington Mutual or myself, the arbitrator will schedule a pre-hearing conference to, among other things, agree on procedural matters, obtain stipulations, and attempt to narrow the issues.

10. During the arbitration process, Washington Mutual and I may each make a written demand on the other for a list of witnesses, including experts, to be called and/or copies of documents to be introduced at the hearing. The demand must be served at least thirty (30) days prior to the hearing. The list and copies of documents must be delivered within twenty-five (25) days of service of the demand.

11. Each party shall be entitled to conduct a limited amount of discovery prior to the arbitration hearing. Each party may take a maximum of two (2) depositions. Each party may apply to the arbitrator for further discovery. Such further discovery may, in the discretion of the arbitrator, be awarded upon a showing of sufficient cause. If any documents to be produced or requested for production contain or refer to matters that are private, proprietary and/or confidential, the arbitrator shall make an appropriate protective order prohibiting or limiting use and disclosure of such documents and providing for return of documents produced after the arbitration is concluded.

12. Each party may file a brief with the arbitrator. Each brief must be served on the arbitrator and the other party at least five (5) working days prior to the hearing and, if not timely served, must be disregarded by the arbitrator. The brief shall specify the facts the party intends to prove, analyze the applicable law or policy, and specify the remedy sought. At the close of the hearing, each party shall be given leave to file a post-hearing brief. The time for filing the post-hearing brief shall be set by the arbitrator.

13. I understand that, at my expense, I have the right to hire an attorney to represent me in the arbitration, and Washington Mutual has that same right. I also understand that all parties shall have the right to present evidence at the arbitration, through testimony and documents, and to cross-examine witnesses called by another party. Each party agrees to pay the fees of any witnesses testifying at that party's request. Each party also agrees to pay the cost of any stenographic record of the arbitration hearing should that party request any such record. The requesting party must notify the other of such arrangements at least two (2) working days in advance of the hearing.

14. Any postponement or cancellation fee imposed by the arbitration service will be paid by the party requesting the postponement or cancellation. During the time the arbitration proceedings are ongoing, Washington Mutual will advance any required administrative or arbitrator's fees. Each party will pay its own witness fees.

15. At the conclusion of the arbitration, each party agrees to promptly pay any arbitration award against it.

16. We agree that the decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties. The arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law. In making the decision and award, if any, the arbitrator shall apply applicable substantive law. The arbitrator may only award a remedy that would have been available in court. The decision and award, if any, shall be consistent with the terms of this Binding Arbitration Agreement and shall include an allocation of the costs of the arbitration proceeding between the parties.

17. This Binding Arbitration Agreement may be enforced by a court of competent jurisdiction through the filing of a petition to compel arbitration, or otherwise. The decision and award of the arbitrator may also be judicially enforced pursuant to applicable law.

18. Because of the interstate nature of Washington Mutual's business, this Binding Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"). The provisions of the FAA (and to the extent not preempted by the FAA, the provisions of the laws of the state of my principal place of employment with Washington Mutual that generally apply to commercial arbitration agreements, such as provisions granting stays of court actions pending arbitration) are incorporated into this Binding Arbitration Agreement to the extent not inconsistent with the other terms of this Binding Arbitration Agreement.

19. We agree that, if any provision of this Binding Arbitration Agreement is found to be unenforceable to any extent or in violation of any statute, rule, regulation or common law, it will not affect the enforceability of the remaining provisions and the court shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

20. This Binding Arbitration Agreement shall remain in full force and effect at all times during and subsequent to my employment with Washington Mutual, or any successor in interest to Washington Mutual.

EXHIBIT B

JPMORGAN CHASE & CO.

JOB TRANSITION OVERVIEW 12/1/2008

Keith Fukui 621482

Job Title: Division Finance Officer IV

Most Recent Hire Date: 11/25/2002

Termination Date: 3/31/2009

As a result of integrating our current businesses and staffing needs, your position has been identified as critical to conducting our business through a transition period and you have been selected for a transitional assignment in connection with the JPMorgan Chase and WaMu integration. Following this transition period, your position will be eliminated and your employment at Washington Mutual, a division of JPMorgan Chase Bank, N.A. (collectively with all its affiliates, subsidiaries and parent, the "Firm"), is scheduled to terminate on the Termination Date above. This Notice Letter is intended to provide you with answers to your immediate questions about your Transition Period and your position elimination. It also outlines key features of the Transition Pay, severance pay and related benefits and services for which you may be eligible. More information is available on the [Severance-Related Resources](#) site on WaMu.net.

Transition Period

Your transition period begins the date of this letter and ends on your Termination Date (the "Transition Period"). Your employment is scheduled to end on the Termination Date above. The Firm reserves the right in its discretion to change your Termination Date to an earlier date by providing you with 60 days written notice of the earlier date, or to extend your Termination Date by up to two calendar months by giving you 30 days written notice. If you remain employed with the Firm throughout the entire Transition Period, you will be eligible to obtain Transition Benefits if you execute, timely return and do not revoke the enclosed Release Agreement. Transition Benefits are described below:

- Upon satisfactory completion of the Transition Period, in addition to normal wages earned during the Transition Period, you will be eligible for an additional one-time payment equal to 100% of Base Pay (as defined in the JPMorgan Chase Severance Pay Plan as amended for WaMu Employees) earned by you beginning October 1, 2008 through your Termination Date ("Transition Pay"). Transition Pay is paid out in a lump sum payment and mailed to your home shortly after your Termination Date if the Firm has received your signed Release Agreement and if you have not revoked it.
- If you were eligible for a performance year 2008 annual bonus at WaMu, you may also be eligible for a performance year 2008 bonus payment. The decision to award a bonus and the bonus amount is determined by the Firm in its sole discretion taking into account the established targets and individual performance set forth in the Leadership Bonus and/or Performance Bonus plans. The performance year 2008 bonus payment, if any, will be paid in early 2009.
- Upon satisfactory completion of the entire Transition Period, provided that period extends beyond January 31, 2009, and provided that you do not secure another position with the Firm, you may also receive an additional cash payment in place of any discretionary equity award that you might have otherwise been eligible for in January 2009 (for the 2008 performance year). The cash equivalent will be paid out in a lump sum payment and mailed to your home shortly after your Termination Date if the Firm has received your signed Release Agreement and if you have not revoked it.
- Upon satisfactory completion of the entire Transition Period, provided that period extends beyond January 31, 2009 and provided that you do not secure another position with the Firm, you may also receive a prorated 2009 incentive award as determined by the Firm in its sole discretion if you were eligible for a 2008 annual bonus at WaMu. Any 2009 incentive award will be paid out in a lump sum payment and mailed to your home shortly after your Termination Date if the Firm has received your signed Release Agreement and if you have not revoked it.
- Your base salary or hourly rate will remain the same through your Transition Period.
- Your medical, dental and vision benefits continue based on your elections made during open enrollment. Plans will transition to JPMorgan Chase ("JPMC") plans sometime in 2009.
- Your current elections and benefits continue to accrue for your 401(k) plan and pension plan.
- Time off policies and practices (holidays, vacation, and incidental illness time) remain the same for now. Policies and practices will transition to JPMC policies and practices in 2009.
- Disability and leave policies and practices (medical, military, personal) remain the same. Policies and practices will transition to JPMC policies and practices in 2009.
- All payments are subject to legally required withholdings and any applicable deductions.

During your Transition Period, you will be treated as an active employee and will be expected to continue performing your assigned duties. If you fail to perform in a satisfactory manner or leave the Firm for any reason, you will not be eligible for Transition Benefits.

JPMORGAN CHASE & CO.

JOB TRANSITION OVERVIEW 12/1/2008

Severance Pay

If you accept your transition role, are not offered another position within the Firm by your Termination Date and do not terminate your employment with the Firm prior to your Termination Date, you will be eligible for severance pay equal to 24 weeks of your Base Pay, subject to the terms of the JPMorgan Chase Severance Pay Plan as amended for WaMu Employees, provided that you execute, timely return and do not revoke the enclosed Release Agreement.

- Severance pay is paid out in a lump sum payment and mailed to your home generally shortly after your Termination Date if the Firm has received your signed Release Agreement and if you have not revoked it.
- Severance pay is subject to legally required withholdings and any applicable deductions.
- Severance pay is calculated on length of service starting with your most recent hire date recognized by WaMu.
- If you terminate your employment with the Firm prior to the Termination Date (3/31/2009), you will not be eligible for severance.
- The final sixty (60) days of your Transition Period will constitute your working Notice Period for purposes of severance pay eligibility.

Release Agreement

To be entitled to Transition Benefits and/or severance pay, the enclosed Release Agreement must be signed and received by the Firm no earlier than 60 days before your Termination Date (1/31/2009) and no later than 15 days prior to your Termination Date (3/17/2009).

Final Paycheck

You will typically receive your final paycheck on your employment Termination Date or shortly thereafter. Final paychecks are paper checks and are mailed to your home address. The final pay will include unused vacation balance accrued through the month of your Termination Date.

Benefits

- For information about your WaMu 401(k) Savings Plan and Employee Stock Purchase Plan, we suggest that you contact Fidelity Investments® at www.netbenefits.com or call 866-492-6847 (press 1, then 2) to speak with a Fidelity representative.
- Information about your WaMu Pension Plan is available on WaMu Wealth (via wamu.net) or by calling the WaMu Wealth Service Center at 866-492-6847 (press 1 twice).
- Your medical, dental, AD&D coverage, and FSA participation continues through the last day of the month in which your employment terminates. Information about continuing your coverage under COBRA will be mailed to your home, and is available on the Severance-Related Benefits Resources site on wamu.net. Additional information about COBRA is also available on WaMu Health (via wamu.net) or by calling the WaMu Health Service Center at 866-492-6847 (press 2).
- Life insurance coverage ends on your Termination Date. Information about continuing your life insurance is available on WaMu Health (via wamu.net) or by calling the WaMu Health Service Center at 866-492-6847 (press 2). You must apply and send the premium payment within 31 days of your Termination Date.

Please note: Most of the benefit plans that you participated in as a former WaMu employee were plans of the holding company, Washington Mutual Inc. which filed for bankruptcy protection on September 26, 2008. JPMorgan Chase is currently working through the bankruptcy process regarding any assumption of these plans.

JPMorgan Chase Positions

Assuming you otherwise meet the eligibility criteria, you may pursue open job opportunities at the Firm. When applying, be sure to identify yourself as a transitional employee.

In the event that you secure alternative employment with the Firm during your Transition Period, you will receive Transition Pay for the period between October 1, 2008 and the date you are offered the alternative employment with the Firm. You will still be required to sign and not revoke a release agreement in a form provided by and acceptable to the Firm within the required time frame. You will not be eligible for severance pay and will not be eligible to receive a prorated 2009 incentive.

JPMORGAN CHASE & CO.

JOB TRANSITION OVERVIEW 12/1/2008

In the event that you receive severance pay under the Severance Pay Plan and subsequently secure another position with the Firm within the number of weeks covered by your severance pay, you will be required to repay all or part of the severance pay you receive in full before you start working. You will be permitted to keep the portion of your severance pay that covers the weeks between your Termination Date and your rehire date. Likewise, if you are rehired by the Firm within the number of weeks covered by your severance pay, any additional 2009 incentive opportunity will be reduced by any prorated 2009 incentive already paid.

Career Services and Employee Assistance

- JPMorgan Chase remains committed to supporting you with your career transition. We have a network of career transition, staffing and outplacement professionals to ensure that you have access to a broad range of support. These services will be available if you are identified as a heritage WaMu employee who exited through a position elimination, for up to one year after your scheduled Termination Date. Please call our Career Transition Services team at 866-641-7185 to discuss how our wide array of assistance can be tailored to meet your particular needs.
- For confidential consultation and referral to professional counseling and resources for employees and their family members call the Work/Life Assistance Program at 866-808-5004.

Notification regarding Job Layoffs

This Notice Letter serves as notice under applicable federal, state, and/or local law regarding plant closings and job layoffs, including the Worker Adjustment and Retraining Notification Act (WARN), if applicable. The first lay-off in this reduction in force began on October 3, 2008. Your final date of work will be between 3/18/2009 and 3/31/2009, although you should consider the Termination Date above to be your last day unless we notify you otherwise in writing. If WARN applies, please be advised that this job elimination is expected to be permanent in nature and that no "bumping rights" exist.

While we do not anticipate any changes regarding your position elimination, the Firm reserves the right to rescind this Notice Letter or to accelerate, extend or change your Termination Date for any reason.

Also enclosed with this Notice Letter is an attachment that provides information concerning other individuals in the same decisional unit or job classification who have been or will be released and those who have been retained as part of this job elimination process.

If you have questions regarding this Notice Letter and Release Agreement, call 1-866-590-3185. Or visit the Severance-Related Resources site on WaMu.net by entering "severance related benefits" in the search field.

JPMORGAN CHASE & CO.

RELEASE AGREEMENT

This Release Agreement ("Agreement") is between Keith Owen Fukui ("Employee") and JPMorgan Chase Bank, N.A. ("JPMC") pursuant to JPMorgan Chase Severance Pay Plan as amended for WaMu Employees (the "Plan").

1. No Admission.

This Agreement sets forth the terms of Employee's separation from employment with JPMC and is intended to fully and finally resolve all employment-related disputes Employee may have against JPMC, its parent, JPMorgan Chase & Co. and all of their subsidiaries, affiliates, successors and assigns and their respective employees, officers and directors (collectively the "Firm"). This Agreement is intended to enable Employee to be eligible for severance under the Plan and for other consideration described in this Agreement. Nothing contained in this Agreement is to be construed as an admission of any wrongdoing or liability by either Employee or the Firm.

2. Termination of Employment.

Employee's employment with Firm is presently scheduled to be terminated effective 3/31/2009. The Firm reserves the right in its discretion to change this date to an earlier date by providing Employee with 60 days written notice of the earlier date, or to extend this date by up to two calendar months by giving Employee 30 days written notice provided that any extension within 60 days of a pending job end date will be by mutual consent of the parties. For purposes of the Agreement, "Termination Date" will be the last date that Employee works for the Firm pursuant to the notices described in this paragraph. Employee acknowledges and agrees that the Firm has provided sixty days advance written notice of the termination of employment.

3. Transition Pay.

For purposes of this Agreement, "Transition Period" means the period October 1, 2008 through the Termination Date. Subject to Employee's full compliance with Employee's obligations under this Agreement and upon satisfactory completion of the entire Transition Period as defined above, Employee will receive an additional one-time lump-sum payment equal to 100% of Base Pay (as defined in the Plan) earned during the Transition Period ("Transition Pay"). Transition Pay will be mailed to Employee's home shortly after the Termination Date provided that the Firm has received a signed Agreement that has not been revoked. During the Transition Period, Employee will be treated as an active employee and will be expected to continue performing assigned duties. If Employee fails to perform in a satisfactory manner or if Employee's employment is terminated prior to the end of the Transition Period, Employee will not be eligible for Transition Pay. In addition, if Employee terminates his or her employment with the Firm at any time during the Transition Period, Employee will not be eligible for Transition Pay.

4. Severance Payment.

Subject to Employee's full compliance with Employee's obligations under this Agreement, the Firm will pay Employee an amount equal to 24 week(s) of Employee's Base Pay (as defined in the Plan) at the rate in effect on the Termination Date, less any legally required withholdings and any applicable deductions. Such payment will be made in a lump sum distribution and mailed to Employee's home shortly after the Termination Date if the Firm has received a signed Agreement that is not subsequently revoked. As provided in the Plan, this severance payment is conditioned on Employee's continuing to perform his or her regular assigned job duties in a satisfactory manner in accordance with Firm policies and as otherwise acceptable to Employee's supervisor until the Firm relieves Employee of such duties or the Termination Date, whichever is earlier. Employee acknowledges that Employee is not entitled to the severance pay or to the other benefits provided in the Plan except in exchange for Employee's entry into and compliance with obligations under this Agreement. In addition, Employee agrees to repay a prorated portion of the severance payment as provided in the Plan if Employee is rehired by the Firm within the number of weeks covered by his or her severance pay. In addition, if Employee terminates his or her employment with the Firm prior to the Termination Date, Employee will not be eligible for severance and this Agreement will be null and void and the Firm shall have no obligations hereunder. If Employee is offered an alternative position with the Company, Employee will not be eligible for severance pay. If Employee does not accept the transition role, Employee will not be eligible for severance pay.

5. Career Counseling.

Employee is eligible for career transition assistance and training, including assistance on resume writing, interviewing, networking and other valuable job search tips and techniques, provided by the Firm or a vendor retained by the Firm, for one year following Employee's Termination Date.

6. Alternative Internal Employment.

In the event that Employee secures or is provided alternative employment within the Firm during the Transition Period, this Agreement will be null and void and the Firm shall have no obligations hereunder. Employee will, however, receive Transition Pay for the period between October 1, 2008 and the date Employee was offered the alternative employment with the Firm provided that, within the required time frame, Employee signs and does not revoke a new release agreement that will be provided by and acceptable to the Firm.

7. Performance Year 2009 Incentive Opportunity.

If Employee was eligible for a 2008 annual bonus at WaMu and subject to Employee's full compliance with Employee's obligations under this Agreement and Employee's satisfactory completion of the entire Transition Period after January 31 2009, Employee will be eligible for consideration for a pro rata performance year 2009 incentive payment as determined by the Firm in its sole discretion. Employee will receive this 2009 incentive, if any, shortly after Employee's Termination Date provided that the Firm has received a signed Release Agreement and that Employee has not revoked it. In addition, if Employee is rehired by the Firm, any additional 2009 incentive opportunity will be reduced by any prorated 2009 incentive already paid.

JPMORGAN CHASE & CO.

8. Performance Year 2008 Discretionary Equity Award Equivalent.

Subject to Employee's full compliance with Employee's obligations under this Agreement and Employee's satisfactory completion of the entire Transition Period, Employee may also receive a cash payment equivalent to the discretionary equity component of the 2008 annual bonus as determined by the Firm in its sole discretion, taking into account the established targets and individual performance set forth in the Leadership Bonus and/or Performance Bonus plans, if Employee was eligible for a 2008 discretionary equity award at WaMu. The cash equivalent will be determined by the Firm in its sole discretion and will be paid out in a lump sum payment and mailed to Employee's home shortly after the Termination Date if the Firm has received a signed Release Agreement and Employee has not revoked it.

9. Return of Property.

Prior to the receipt of payment under this Agreement, Employee will return to the Firm all of the Firm's property, including all physical property (including without limitation, laptop computers, cellular phones, personal digital assistants, computer disks, access cards, etc.) as well as any and all documents, data, plans, and other information, whether on paper or in electronic form, including all originals and copies.

10. Release.

Employee releases and discharges the Firm, and all of its affiliates, all of their sponsored benefit plans, and all of their respective owners, officers, directors, trustees, shareholders, agents, employees, attorneys, and insurers, past, present, and future, from any and all claims, actions, causes of action, rights, benefits, compensation, incentives, or damages (including costs and attorneys' fees), of whatever nature, whether known or unknown, suspected or unsuspected, matured or unmatured, now existing or arising in the future that in any way relate to the Employee's employment or termination of employment with the Firm, or Employee's employment or termination of employment with Washington Mutual, Inc. or its subsidiaries or affiliates (collectively "WM") and that relate to actions or omissions predating the date Employee signs this Agreement ("Claims"). This release includes but is not limited to Claims based on Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974 ("ERISA") including, but not limited to, breach of fiduciary duty and equitable claims arising under §1132(a)(3) of ERISA, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and other laws governing the workplace, including the Fair Labor Standards Act, and the Worker Adjustment and Retraining Notification Act; any workplace policy, representation, or compensation plan; any employment agreement, severance plan, or change in control agreement; any other federal, state or local wage and hour, wage payment or expense reimbursement claims; and any alleged legal restriction on the Firm's right to terminate its employees' employment.

Unknown Claims. Employee acknowledges that this release is intended to cover both known and unknown claims, and Employee expressly waives any rights afforded by any statute (such as Section 1542 of the Civil Code of California) limiting the effect of a release with respect to unknown claims. Section 1542 of the Civil Code of the State of California states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Being aware of this section, Employee hereby expressly waives and relinquishes all rights and benefits which Employee may have under this section as well as any other statutes or common law principles of similar effect.

11. Exceptions.

The foregoing release does not waive any rights or claims with respect to this Agreement. Employee's vested interest in any employee benefit plan maintained by the Firm, workers' compensation claims or claims under the Firm's long term or short term disability programs which rights and responsibilities are as provided by the applicable law. Further, this Agreement does not release Employee's right to payment of wages earned and payable during the last pay period if unpaid; accrued unused vacation; claims challenging the validity of this release under the Older Workers' Benefit Protection Act; claims under the Age Discrimination in Employment Act that arise after the date of Execution; or any other Claims that may not be released under law by this Agreement.

12. Lawsuits and Claims.

Employee will not at any time in the future file or maintain any lawsuit in court or arbitration or other claims for personal relief concerning any of the Claims released in this Agreement provided that this provision will not apply to any action challenging the validity of the release and waiver in this Agreement under the Older Workers' Benefit Protect Act. In addition, the foregoing does not affect any right to file an administrative charge with the Equal Employment Opportunity Commission subject to the restriction that if any such charge is filed, Employee agrees not to seek or in any way obtain or accept any monetary award, recovery, settlement or relief in connection with any such charge. Employee represents, warrants and covenants that Employee has the necessary authority to execute this Agreement, and has not assigned any interest in any Claim to a third party. Employee agrees that if a class or collective action is brought against the Firm in which Employee could be a participant in such action because of Employee's employment with the Firm or WM, Employee not act as a class or collective action representative, will not be a named plaintiff and will opt out of the class or collective action, or refrain from opting in.

13. Compensation and Leaves.

Employee represents and warrants that to date no other amount is owed by the Firm to Employee and that Employee has been paid for all time worked and all reimbursements due except for (i) unpaid wages earned and payable during the last pay period if unpaid and (ii) unpaid and unused accrued vacation. Employee also agrees that Employee has not been denied any paid or unpaid leaves to which Employee is legally entitled as of the date signed below.

JPMORGAN CHASE & CO.

14. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of any successor or assignee the Firm, including, without limitation, any entity or entities acquiring directly or indirectly all or substantially all of the assets of JPMC or the Firm whether by merger, consolidation, sale or otherwise. This Agreement is not assignable by Employee.

15. Confidential Information.

Employee acknowledges that, as a result of Employee's employment by the Firm and previous employment with WM, Employee has been exposed to confidential information that is not generally known to the public, all of which information is owned by the Firm. This includes information developed by Employee, alone or with others, or entrusted to Employee by customers or others. The Firm's confidential information includes, without limitation, information relating to its finances, business and strategic plans, unannounced acquisition and investment prospects, trade secrets (including customer lists), know-how, procedures, purchasing, marketing, sales, customers and employees. Employee agrees that Employee will hold such information in strict confidence, even after Employee is no longer working for the Firm, and not disclose or use it except as specifically authorized by the Firm and/or as ordered by a court of competent jurisdiction. Nothing in this Agreement shall prohibit or restrict Employee from providing information to or otherwise cooperating with a governmental, law enforcement, or self regulatory organization.

16. Non-Solicitation.

Employee agrees that the Firm views its relationships with its employees and customers, as well as its trade secrets and confidential and proprietary information, as important and valuable assets. Therefore, for a period of one year following execution of this Agreement, Employee will not on his own behalf or on behalf of any other persons or entities, directly or indirectly, without the prior written consent of the Director Human Resources of JPMC:

- (a) solicit or induce to leave or hire any individuals employed by the Firm with whom Employee worked or who have had access or exposure to confidential or proprietary information within 12 months prior to such solicitation, inducement or hire, other than those whose employment terminated at Firm initiative;
- (b) disclose to any third party the names, backgrounds, or qualifications of the Firm's employees or contractors with whom Employee worked or who have had access or exposure to confidential or proprietary information, or otherwise identify them as potential candidates for employment; or
- (c) approach, recruit, interview, or otherwise solicit employees or contractors with whom Employee worked or who have had access or exposure to confidential or proprietary information to work for another employer or to reduce or sever their relationship with the Firm.

17. Cooperation.

Employee shall cooperate fully with and provide full and accurate information to the Firm and its counsel with respect to any matter (including any audit, tax proceeding, litigation, investigation or governmental proceeding) with respect to which Employee may have knowledge or information, subject to reimbursement for actual, appropriate and reasonable costs and expenses incurred in providing such cooperation. If Employee is contacted by any person or entity seeking information or testimony in connection with Employee's or others' employment, duties or activities at the Firm or WM (including knowledge that came into possession of Employee in connection with employment at the Firm or WM), Employee shall, prior to providing that information or testimony, to the extent lawfully permitted, advise the Firm in writing that such information or testimony is sought, and cooperate with the Firm and its counsel in connection with the request for such information. Should such request be in the form of a subpoena or other legal process, Employee shall, in advance of providing any response and within 4 days of receipt of such process, provide written notice sent by facsimile to the Firm. Nothing in this Agreement shall prohibit or restrict Employee from providing information to or otherwise cooperating with a governmental, law enforcement, or self regulatory organization.

18. Enforcement of Continuing Obligations.

Employee agrees that violating the continuing obligations outlined above will be considered a material breach of this Agreement and that in such a case it will be appropriate for the Firm to take legal action to ask for money and an injunction. Employee agrees that any injunction the Firm obtains will be in addition to any money damages. Employee further understands that if Employee violates the terms of this Agreement, (a) payments under this Agreement will stop and will no longer be due or owing, (b) Employee must immediately repay all payments previously made under this Agreement, and (c) Employee's obligations under this Agreement shall remain in full force and effect and be fully supported by consideration.

JPMORGAN CHASE & CO.

19. Arbitration.

The parties agree that in the event of any dispute concerning the validity, interpretation, enforcement or breach of this Agreement, or in any way related to Employee's employment or the termination of such employment from the Firm, that the dispute will be resolved by arbitration and the parties waive any right to trial by jury. With respect to disputes covered under this provision, Employee and the Firm expressly waive any right to submit, initiate, or participate (as a Plaintiff or Claimant) in a class action, collective action, or other representative action, regardless if the action is filed in arbitration or in court. The arbitration will be held in the county in which Employee last worked for the Firm and will be submitted to the American Arbitration Association. The procedural rules of the AAA will apply, provided that during the time the arbitration proceedings are ongoing, the Firm will advance any required administrative and/or arbitrator fees. Judgment upon any arbitration award may be entered by any state or federal court having jurisdiction thereof. The parties intend this arbitration provision to be valid, enforceable, irrevocable and construed as broadly as possible, excepting only that any claims governed by ERISA will be resolved in accordance with the terms of the applicable plan and ERISA. In addition, the parties may pursue a emergency, temporary or preliminary relief (including a temporary restraining order, preliminary injunction or other form of initial, temporary injunctive relief), seeking court assistance in enforcing the non-solicitation provisions or requiring a Party to arbitrate, or seeking enforcement of an arbitration award so long as that action is brought on an individual basis and not on a consolidated basis or as part of a collective or class action.

20. Attorneys' Fees.

If either party commences an action to enforce any rights governed by this Agreement or otherwise related to the employment relationship between the Firm and Employee, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees, provided that this provision will not apply to any action challenging the validity of the release and waiver in this Agreement under the Older Workers' Benefit Protect Act.

21. Voluntary Agreement.

Employee confirms that Employee has read and understands this Agreement, understands the final and binding effect of this Agreement, and is signing it voluntarily. Employee acknowledges that Employee hereby is advised to consult with an attorney (at Employee's own expense) and that Employee has had the opportunity to do so, if desired, prior to signing this Agreement. Employee acknowledges that an Exhibit A providing information concerning other individuals in the same decisional unit or job classification who have been released and those who have been retained as part of this job elimination process, along with eligibility factors, has been provided along with this Agreement.

22. Review Period.

Employee has the right to consider this Agreement for a period of forty-five (45) calendar days before signing it, though Employee may elect to sign the Agreement prior to the expiration date of that time. Employee must sign and return the Agreement no earlier than 60 days before Employee's Termination Date (1/31/2009) and no later than 15 days prior to Employee's Termination Date (3/17/2009).

23. Effective Date and Right of Revocation.

Employee has the right to revoke this Agreement for a period of seven (7) calendar days following the signing of this Agreement. Employees are requested to direct revocation in writing to the attention of Transition Services, 1301 Second Ave. Seattle, WA. 98101 (Facsimile: 206-377-1434). This Agreement will become effective when this revocation period has expired without revocation.

24. Governing Law.

To the extent not preempted by federal law, this Agreement shall be governed and construed under the laws of the State of New York without consideration to conflict of laws principles.

25. Entire Agreement.

This Agreement constitutes a single integrated contract expressing the entire agreement of the parties and supersedes all current and past oral and written agreements and discussions with respect to the subject matter except that any agreements protecting Firm's intellectual property and confidential information, or prohibiting Employee from soliciting customers, employees, or others will remain in full force and effect. There are no other agreements, written or oral, express or implied, between the parties, concerning the subject matter except as stated in the pre-printed terms of this Agreement. This Agreement may not be amended or modified except by written agreement signed by Employee and the Firm.

26. Other.

If any of the provisions of the Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

JPMORGAN CHASE & CO.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 2/17/09

By: *Keith Fukui*
Keith Fukui 621482

Please return the executed form to:

Transition Services
Washington Mutual
1301 Second Ave.
Mail Stop: WMC0603
Seattle, WA 98101

If you would like confirmation that we have received your signed Severance Agreement, please provide us with your personal email address. Once we receive your Severance Agreement we will send you an email confirming receipt of your signed agreement and an estimated date to which you will receive your severance payment.

Please print email address

If you don't have a personal email address, please provide us with your mailing address and we will mail you a confirmation letter to the address below.

KEITH FUKUI

Name

2317 Winged Foot Road

Address

Half Moon Bay

City

CA 94019

State

Zip Code

JPMORGAN CHASE & CO.

EXHIBIT A DATASHEET

The following information is provided to employees of JPMorgan Chase Bank, N.A. or its affiliates and subsidiaries (the "Firm") who have been selected to enter into a Release Agreement ("Agreement") with Firm in connection with the reduction in force at 201 Mission San Francisco, CA 94105 during the notification period effective 12/1/2008 through the Termination Date of 3/31/2009 (the RIF):

1. The decisional unit is the group from which the Firm chose which persons would or would not be part of the RIF and offered an Agreement in connection with the CARD-FINANCE SR MGMT.
2. The class, unit or group of individuals eligible to receive the consideration under the Agreement are all persons in the decisional unit who were selected for the RIF and offered a Release Agreement. Individuals were selected based upon Business Need.
3. To obtain the consideration set forth in the Agreement, an eligible employee must sign and return an Agreement provided by the Firm no earlier than 60 days before Termination Date (1/31/2009) and no later than 15 days prior to Termination Date (3/17/2009). Once the signed Agreement is returned to Firm, the employee has seven (7) days to revoke the Agreement.
4. The job titles and ages of persons in the decisional unit and information as to whether each such employee has been selected for separation in connection with the RIF are listed below.

EXHIBIT C

August 7, 2008

Keith Fukui
U621482

Dear Keith,

Re: Special Bonus Opportunity

I'm pleased to offer you this opportunity to earn a special bonus composed of two payments in the total amount of \$371,000 as a reward for your continued service to Washington Mutual (the "Company" or "WaMu"). This special bonus opportunity supersedes the bonus described in the agreement dated February 13, 2008 ("Prior Bonus Agreement") as well as the Providian Change of Control Agreement that you signed ("Providian Agreement").

Terms of Offer

To receive each payment of the bonus, you must remain an employee of the Company (the "Employment Requirement"), have a current overall performance rating of Solid Contributor or better, and continue to perform your job duties as required and in accordance with Company policies and procedures through the target date for that payment. Additionally, as noted below, a condition to your entitlement to any payment of the special bonus is your compliance with your obligations under this agreement through the applicable date.

There are two situations in which the Employment Requirement is waived for purposes of this retention bonus. First, if the Company or its successor terminates your employment for any reason prior to a target date for reasons that do not constitute "cause" as defined in Section 5 of your WaMu Change in Control Agreement ("CIC"), we will consider the Employment Requirement to have been fulfilled. Second, you will be treated as having fulfilled the Employment Requirement under this offer if, within two years after a change in control (as defined in Section 5 of your WaMu Change in Control ("CIC") Agreement), (i) your employment is terminated by the Company or a successor for any reason other than for cause (as defined in Section 5 of your CIC Agreement) or (ii) you resign for good reason (as defined in Section 5 of your CIC Agreement) and no reason exists for the Company or a successor to terminate you for cause (as defined in Section 5 your CIC Agreement).

If you fulfill these requirements and also meet the other conditions in this letter, you will be entitled to:

→ \$274,000 for service through the target date of September 1, 2008; and
\$97,000 for service through the target date of July 1, 2009.

Keith Fukui
August 7, 2008
Page 2

Each of the individual payments will be provided to you less taxes and withholding, in the pay cycle following the dates indicated above. If, however, the Company terminates your employment and you are still eligible for the payments in accordance with the terms of this letter, including the exceptions described above, the payments will be made within two pay cycles after the date of your termination. These payments will be in addition to any other bonus for which you may normally be eligible.

You will continue to be subject to all Company policies and management directives. Your employment will continue to be terminable by you or the company at will, without cause or advance notice. Nothing in this letter is intended to suggest any guaranteed period of continued employment or any guarantee that you will be paid the special bonus. This letter merely sets forth the terms of a special bonus that will be paid to you if you satisfy the requirements set forth in this letter.

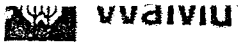
Agreement Not to Solicit Personnel

As a condition of this offer, you agree that you will not solicit Washington Mutual personnel for a period of one year after your employment here ends. This means that, regardless of the reason for termination of your employment, you will not directly or indirectly solicit, encourage, induce, or enter into any arrangement with any person who is then a WaMu employee or a contractor or consultant whom you have worked with, supervised, or been exposed to confidential information about while associated with the Company to terminate or diminish his or her relationship with the company, or to seek or accept employment or a similar relationship with any other business or entity including, but not limited to, one that competes with or provides services comparable to those provided by WaMu. If you violate this obligation, you agree to return the bonus promptly, and agree that the Company shall also be entitled to pursue whatever other remedies are available to it.

Other Terms

Not all of your coworkers are being made such an offer. We expect that you will respect their feelings and keep the fact and terms of this bonus offer confidential.

This letter sets forth all of the terms and conditions upon which the special bonus may be paid to you, and it supersedes any other representations about this bonus opportunity. No one at the Company has the authority to make any promises to you that are different from those set forth in this letter on the subject of this special bonus except for personnel from Corporate Rewards who refer to this letter.



Keith Fukui
August 7, 2008
Page 3

We are confident in your ability to make valuable contributions to the Company. On behalf of Washington Mutual, I would like to thank you not only for the service you have already rendered but also, in advance, for the important role that I trust you will continue to play. If you have any questions, please direct them to me or your Sr. HR Manager. In order to be eligible to receive this special bonus opportunity, you must sign this letter in the designated place below and return it to Beth Wright, Corporate Rewards & Benefits (Mailstop: WMC0705) by August 31, 2008.

Sincerely,
Tony Vuoto
President - Washington Mutual Card Services

Acknowledgement:

I understand and agree to all of the terms set forth in this agreement. I understand that by signing this agreement, I agree that both the Prior Bonus Agreement and the Providian Agreement are void and of no further effect and that I am owed no amounts under either of those agreements.

Signature: Keith Fukui Date: 8/12/08
Keith Fukui U621482

EXHIBIT D

Creditor Data for Claim Number 710

[Help](#)

Creditor: Keith O Fukui 2317 Winged Foot Rd Half Moon Bay, CA 94019				Date Claim Filed: 2/12/2009 Claim #: 710 Schedule: F		
Notice Party(ies):						
Debtor Name: Washington Mutual, Inc. Debtor Case Number: 08-12229						
	Schedule Amount	C*	U*	D*	Filed Claim Amount	Present Claim Amount
GU	\$0.00	C	U	D	\$814,261.06	\$814,261.06
PRI						
SEC						
AP						
AS						
TOTALS	\$0.00	C	U	D	\$814,261.06	\$814,261.06

*C=Contingent, U=Unliquidated, D=Disputed

Transfer History

Date Filed	Date Effective	Transfer Type	Transferor	Transferee	Status
No records found					

Objection History

Date Created	Name	Basis	Status
6/26/2009	Debtors' Fifth Omnibus (Substantive) Objection to Claims	Substantive Objection to Expunge Claims	Continued

Claim Withdrawal History

Date Filed	Docket Number	Document Name	File Size
No records found			

Stipulation History

Date Filed	Docket Number	Document Name	File Size
No records found			

This website is maintained for the public's convenience and for informational purposes only. Users of this website should not take or refrain from taking any action based upon content included in the website or in the results of any search made on this site without seeking legal counsel on the particular facts and circumstances at issue from a licensed attorney. All search results provided through this website are qualified in their entirety by the official register of claims and the Schedules of Assets and Liabilities ("Schedules") filed in the bankruptcy case/s of the debtor/s.

Without limiting the generality of the foregoing, any failure by a debtor to designate a claim listed on the Schedules as "disputed", "contingent", or "unliquidated" does not constitute an admission that such amounts are not "disputed", "contingent", or "unliquidated". Further, each debtor reserves the right to amend their Schedules and Statements of Financial Affairs as necessary and appropriate. Debtors further reserve the right to dispute, on any grounds, or to assert offsets or defenses to, any claim reflected on their schedules or filed against a Debtor, including objecting to the amount, liability classification or priority of such claim, or to otherwise subsequently designate any claim as "disputed", "contingent", or "unliquidated".

Federal Deposit Insurance Corporation as Receiver for:
10015 – Washington Mutual Bank Henderson, NV
(Name of Bank/Financial Institution and Location)

PROOF OF CLAIM

SSN/Tax ID # 567-84-0036

The undersigned, Keith Owen Fukui
(Name of person making the claim)

says that the Washington Mutual Bank now in liquidation is
(Name of Bank/Financial Institution)

justly indebted to Keith Owen Fukui in the sum of
(Individual/Joint/Corporation/Partnership/Firm/Agency)

Eight hundred twenty four thousand nine hundred seventy seven and 92/100 Dollars upon the following Claim:

	Description of (invoice) claim:	Liability Number	Amount of Claim
C	Change in Control Agreement	500001116	\$ 727,977.92
L	Completed Retention Agreement		FDIC will complete
A	(see attached documents)		
I			
M			
S		Total Claim:(6)	\$ 824,977.92

The undersigned further states that he/she makes this claim on behalf of

Keith Owen Fukui

that no part of said debt has been paid, that

Keith Owen Fukui
(Individual/Joint/Corporation/Partnership/Firm/Agency)

has given no endorsement or assignment of the same or any part thereof, and that there is no set-off or counterclaim, or other legal or equitable defense to said claim or any part thereof.

NAME Keith O Fukui _____
(Signature of Person making the Claim) (Title)

FIRM Keith Owen Fukui
(If applicable)

ADDRESS 2317 Winged Foot Road

CITY/STATE/ZIP Half Moon Bay, CA 94019

TELEPHONE NUMBER 650-560-9430

The penalty for knowingly making or inviting reliance of any false, forged, or counterfeit statement, document, or thing for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation is a fine of not more than \$1,000,000 or imprisonment for not more than thirty years, or both (18 U.S.C. Section 1007).

Keith Fukui
 Social Security Number 567-84-0036
 Compensation Claim with FDIC regarding Washington Mutual Bank
 December 19, 2008

Document
 Attachment

Change in Control Ageement		A
Annual Base Salary	\$218,608.66	B
Bonus	119,316.60	B
Benefit Plan Contributions by Employer on Behalf of the Employee		
1. 401 K match	8,916.35	C
2. Pension Plan (4% of Comp up to \$220k)	8,800.00	
3. SERP	5,358.43	D
4. LTD	644.34	D
5. Basic Life Insurance	363.17	D
6. Basic Life Insurance Imputed	981.41	D
7. Dependant Day Care	<u>1,000.00</u>	D
Benefit Plan Contributions	26,063.70	
Total Annual Compensation	<u>363,988.96</u>	
Change of Control is 2 times stated amount	2x	
	727,977.92	
Special Bonus Payment (per agreement)	97,000.00	E
Total Compensation Claim	<u><u>\$824,977.92</u></u>	

COPY

CHANGE IN CONTROL AGREEMENT

This Change in Control Agreement (the "Agreement") is between the Subsidiary (as defined below) of Washington Mutual, Inc. (the "Company") by which the undersigned employee is currently employed ("Washington Mutual") and the undersigned employee of Washington Mutual ("Employee"). The parties agree as follows:

1. Employment. Washington Mutual hereby employs Employee, and Employee hereby accepts employment, on the terms in this Agreement.

2. Duties. Employee shall perform such duties as Washington Mutual may from time to time direct.

3. Compensation & Benefits. Employee's compensation and benefits shall be as determined by Washington Mutual from time to time.

4. Performance of Duties. Employee agrees that during his or her employment with Washington Mutual: (a) Employee will faithfully perform the duties of such office or offices as he or she may occupy, which duties shall be such as may be assigned to him or her by Washington Mutual; (b) Employee will devote to the performance of his or her duties all such time and attention as Washington Mutual shall reasonably require, taking, however, from time to time, such reasonable vacations as are consistent with his or her duties and Washington Mutual policy; and (c) Employee will not, without Washington Mutual's express consent, become actively associated with or engaged in any business or activity during the term of this Agreement other than that of Washington Mutual (excepting customary family and personal activities, which may include management of personal investments so long as it does not entail active involvement in a business enterprise) and Employee will do nothing inconsistent with his or her duties to Washington Mutual.

5. Termination.

(a) Either Washington Mutual or Employee may terminate Employee's employment at any time in its sole discretion, with or without advance notice. Except as expressly provided in this Agreement or under any employee benefit plan maintained by the Company or its Subsidiaries, upon termination of employment, Washington Mutual shall have no liability to pay any further compensation or any other benefit or sum whatsoever to Employee. Notwithstanding any other provision of this Agreement, this Agreement shall terminate and no further amounts or benefits shall be payable under this Agreement if, at least 120 days prior to a Change in Control (as defined below), Employee transfers to another Washington Mutual position and, under Washington Mutual's policies then in effect, persons occupying that position or a similar position are not eligible to receive a change in control agreement.

(b) Upon termination of employment, Employee's rights under all employee pension plans, employee welfare benefit plans, bonus plans and stock option and restricted stock plans shall be determined under the terms of the plans and grants themselves except as otherwise specifically provided in this Agreement.

(c) If (i) Employee's employment is terminated by Washington Mutual or its successor without "cause" (as defined below) upon or within two years after a Change in Control or (ii) Employee resigns for "good reason" (as defined below) upon or within two years after a Change in

Control and no reason for Washington Mutual to terminate Employee for "cause" exists, then Employee shall be entitled to receive, within five business days after the effective date of such termination or resignation, from Washington Mutual or its successor, a lump sum equal to two times Employee's annual compensation. Notwithstanding the preceding, the amount paid to employee under this Section 5(c) shall be offset by any payment received by Employee from Washington Mutual or any acquired company pursuant to: (i) a severance or change in control agreement, arrangement or plan, with the exception of any such payment received more than two years before either clause (i) or clause (ii) of this Section 5(c) was satisfied, or (ii) The Worker Adjustment and Retraining Notification Act (WARN Act) or any similar state or local law.

(d) Upon a Change in Control, the lapse of the restrictions on Employee's restricted stock, restricted stock units, stock options and other equity awards shall automatically be accelerated (and, to the extent applicable, the option or other award shall be fully exercisable) unless the applicable award agreement provides otherwise.

(e) For purposes of Section 5(c), Employee's "annual compensation" shall equal the sum of (i) the highest of the Employee's annual base salary for the calendar year in which termination or resignation occurs, the prior calendar year, or the calendar year immediately preceding the year in which the Change in Control occurred, (ii) the highest of (A) the Employee's unadjusted target bonus for the calendar year in which the termination or resignation occurs, (B) the Employee's actual bonus (including, for the avoidance of doubt, any portion of the actual bonus that was deferred or exchanged at the Employee's election for equity awards) for the prior calendar year (annualized if Employee was not employed by Washington Mutual for the entire previous calendar year), or (C) the Employee's actual bonus (including, for the avoidance of doubt, any portion of the actual bonus that was deferred or exchanged at the Employee's election for equity awards) for the calendar year immediately preceding the year in which the Change in Control occurred (annualized if Employee was not employed by Washington Mutual for the entire such calendar year), and (iii) the amount of the contributions or accruals made or anticipated to have been made on Employee's behalf to the Company's or its Subsidiaries' benefit plans for the calendar year in which the termination or resignation occurs, including without limitation contributions to and accruals under qualified and nonqualified defined contribution and defined benefit pension plans and plans qualified under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section 5(e), bonus refers to monthly, quarterly, annual and other periodic performance-based bonuses based on individual and/or company results, and excludes non-periodic lump sum bonuses (such as sign-on and retention bonuses (even if such bonuses are also performance-based bonuses) and cash and non-cash prizes and awards, including awards from sales contests) and the value of equity awards except as otherwise specifically provided herein.

(f) Notwithstanding the foregoing, if any payment described in Section 5(c) and the value of any lapse of restrictions under Section 5(d), together with any other payments or transfers of property, would constitute a "parachute payment" under Section 280G of the Code, or any successor statute then in effect, the aggregate payments by Washington Mutual or its successor pursuant to Section 5(c) shall be reduced to an amount that, when combined with the value of any lapse of restrictions under Section 5(d) and any other payments or transfers of property taken into account under Section 280G, is one dollar less than the smallest sum that would be considered to be a "parachute" payment.

(g) For purposes of this Agreement, "Change in Control" shall mean:

1. The acquisition of ownership, directly or indirectly, beneficially or of record, by any Person (as defined below) or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date of this

Agreement), other than the Company, a Subsidiary or any employee benefit plan of the Company, or its Subsidiaries, of shares representing more than 25% of (i) the common stock of the Company, (ii) the aggregate voting power of the Company's voting securities or (iii) the total market value of the Company's voting securities;

2. During any period of 25 consecutive calendar months, a majority of the Board of Directors of the Company (the "Board") ceasing to be composed of individuals (i) who were members of the Board on the first day of such period, (ii) whose election or nomination to the Board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of the Board or (iii) whose election or nomination to the Board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of the Board; provided that, any director appointed or elected to the Board to avoid or settle a threatened or actual proxy contest shall in no event be deemed to be an individual referred to in clauses (i), (ii) or (iii) above;

3. The good-faith determination by the Board that any Person or group (other than a Subsidiary or any employee benefit plan of the Company or a Subsidiary) has acquired direct or indirect possession of the power to direct or cause to direct the management or policies of the Company, whether through the ability to exercise voting power, by contract or otherwise;

4. The merger, consolidation, share exchange or similar transaction between the Company and another Person (other than a Subsidiary), other than a merger in which the stockholders of Washington Mutual immediately before such merger, consolidation or transaction own, directly or indirectly, immediately following such merger, consolidation or transaction, at least seventy-five percent (75%) of the combined voting power of the surviving entity in such merger, consolidation or transaction in substantially the same proportion as their ownership immediately before such merger, consolidation or transaction; or

5. The sale or transfer (in one transaction or a series of related transactions) of all or substantially all of the Company's assets to another Person (other than a Subsidiary) whether assisted or unassisted, voluntary or involuntary.

(h) For purposes of this Agreement:

1. "Person" shall mean any individual, corporation, company, voluntary association, partnership, limited liability company, joint venture, trust, unincorporated organization or government (or any agency, instrumentality or political subdivision thereof).

2. "Subsidiary" shall mean a corporation that is wholly owned by the Company, either directly or through one or more corporations that are wholly owned by the Company.

3. "Related Company" shall mean any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity interest, as determined by the Human Resources Committee of the Board.

(i) For purposes of this Agreement, Washington Mutual shall have "cause" to terminate Employee's employment if:

1. Employee violates the Company's or Washington Mutual's policies regarding drug or alcohol use on a recurring basis;

2. Employee is convicted of any felony or of a misdemeanor involving moral turpitude (including forgery, fraud, theft or embezzlement) or enters into a pretrial diversion or similar program in connection with the prosecution for an offense involving dishonesty, breach of trust or money laundering; or

3. Employee has engaged in: (a) dishonesty or fraud, (b) destruction or theft of property of the Company or a Subsidiary, (c) physical attack on another employee, (d) willful malfeasance or gross negligence in the performance of Employee's duties, or (e) misconduct materially injurious to the Company or a Subsidiary.

(j) For purposes of this Agreement, "good reason" for Employee to resign shall mean the occurrence of any of the following events without Employee's consent, provided that the Employee in all events shall have resigned within two years after the Change in Control:

1. The assignment of duties to Employee which (a) are materially different from Employee's duties immediately prior to the Change in Control, or (b) result in Employee having significantly less authority and/or responsibility than Employee had prior to the Change in Control.

2. A reduction of Employee's total pay opportunity from that in effect on the date of the Change in Control. Changes in the allocation of Employee's compensation between salary and incentive compensation, and changes to the criteria or method for determining incentive compensation amounts actually earned, shall not constitute "good reason" for Employee to resign. "Total pay opportunity" means base salary plus target incentive compensation, provided that in the case of incentive compensation for which a "target" is not defined (such as some sales commissions), the incentive component of the pay opportunity shall be the average incentive compensation of Employee during the 24 months preceding the Change in Control.

3. A relocation by more than 50 miles of Employee's principal place of employment as in effect on the date of the Change in Control, if the relocation increases the distance between Employee's principal residence and principal place of employment by more than 25 miles. Distances shall be measured by surface miles, using surface transportation over public streets, roads, highways and waterways, by the shortest route.

(k) For purposes of this Agreement, Employee shall be considered to have resigned for "good reason" only if Washington Mutual fails to cure within 15 days after receiving a written demand to cure that specifies the circumstances constituting "good reason." Also, Employee shall be considered to have resigned for "good reason" only if the effective date of Employee's resignation is within 60 days after the effective date of the occurrence that constitutes "good reason."

6. Death or Disability. If Employee should die or become disabled at any time during his or her employment hereunder, neither Employee nor anyone claiming by, through or under him or her shall be entitled to any further compensation or other sum under this Agreement (but shall be entitled to payments made by insurers under policies of life and disability insurance and any sums which may become available under any employee benefit plan).

7. Confidentiality. Employee agrees that information not generally known to the public to which Employee has been or will be exposed as a result of Employee's employment by Washington Mutual is confidential information that belongs to the Company or its Subsidiaries. This includes information developed by Employee, alone or with others, or entrusted to Employee, or entrusted to the

Company or its Subsidiaries by its customers or others. The Company's and its Subsidiaries' confidential information includes, without limitation, information relating to the Company's or its Subsidiaries' trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, clients, employees, business strategies and acquisition strategies. Employee will hold the Company's and its Subsidiaries' confidential information in strict confidence and will not disclose or use it except as authorized by Washington Mutual and for Washington Mutual's benefit.

8. Possession of Materials. Employee agrees that upon conclusion of employment or request by Washington Mutual, Employee shall turn over to Washington Mutual all documents, files, office supplies and any other material or work product in Employee's possession or control that were created pursuant to or derived from Employee's services for Washington Mutual.

9. Resolution of Disputes. Any dispute arising out of or relating to this Agreement or Employee's employment (or termination of employment) shall be submitted to and resolved by final and binding arbitration as provided in the Binding Arbitration Agreement attached as Exhibit A, whether the claimant is Employee or Washington Mutual. Employee and Washington Mutual also agree to exhaust all remedies available under the Washington Mutual, Inc. Dispute Resolution Process, as in effect from time to time, before initiating arbitration; provided that Employee shall not be required to use or follow the Dispute Resolution Process before initiating arbitration of any claim that arises upon or within two years after a Change in Control. In any dispute in arbitration or court arising out of or relating to this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

10. Agreement Not To Solicit Personnel. In consideration for the mutual undertakings of the parties under this Agreement and Employee's access as an employee of Washington Mutual to employees, contractors and consultants of the Company and Related Companies, Employee agrees that, during Employee's employment with Washington Mutual, and for a period of one year following termination of employment, Employee will not in any manner, directly or indirectly, solicit, encourage, induce, or recruit any person who is then an employee, contractor, or consultant of the Company or a Related Company, and whom Employee worked with, supervised, or had access to confidential information about while employed by Washington Mutual, to seek or accept employment or a contractual or consulting engagement with any business that competes with or provides services comparable to those provided by the Company or its subsidiaries.

11. Intellectual Property Ownership. In addition, in consideration of the mutual undertakings of the parties under this Agreement, Washington Mutual will own all rights to the results of Employee's work, including inventions and other intellectual property developed using Company or its subsidiaries' equipment, supplies, facilities or trade secret information. It will also own all rights to the results of any other effort of Employee (outside of Employee's performance of Washington Mutual work) that relate directly to Employee's work or to the Company's or its subsidiaries' business or actual or demonstrably anticipated research or development. Washington Mutual's rights extend to anything that is authored, conceived, invented, written, reduced to practice, improved or made by Employee, alone or jointly with others, during the period of Employee's employment by Washington Mutual. To the extent that the results of Employee's work or other effort constitute a "work made for hire" as defined under U.S. copyright law, the copyright shall belong solely to Washington Mutual. Otherwise, to the extent that such results are legally protectable, then Employee hereby irrevocably assigns all copyrights, patent rights, and other proprietary rights therein to Washington Mutual, and no further action by Employee is required to grant ownership to Washington Mutual. Employee will assist in preparing and executing documents, and will take any other steps requested by Washington Mutual, to vest, confirm or demonstrate its ownership rights, and Employee will not at any time contest the validity of such rights.

Employee understands that the termination of Employee's employment will not terminate or invalidate any of Employee's obligations, or Washington Mutual's rights, as described above.

Employee understands that the above commitments are in furtherance of the WaMu Intellectual Property Policy (a copy of which Employee has had an opportunity to review and is also found on wamu.net), which is incorporated herein but not set forth in full due to space limitations. If Employee lives or works in Washington, California, Illinois, or in any other state mentioned in the Invention Notice section of the policy, then the above assignment does not apply to inventions described in the Invention Notice for Employee's state.

12. Remedies for Certain Breaches Related to Solicitation and Intellectual Property. Should Employee breach the agreements set forth in Section 10 or 11, in addition to any other remedy available to Washington Mutual, (a) the Employee shall immediately pay to Washington Mutual any payment made pursuant to Section 5(c); (b) pursuant to the relevant award agreements, any option that vested upon a Change in Control ("Option"), or portion of such Option, that remains unexercised shall terminate and cease to be exercisable; (c) pursuant to the relevant award agreements, for any Option, or portion of such Option, already exercised, Employee shall immediately pay to Washington Mutual any difference between the fair market value of the Option shares on the date of exercise and the exercise price of such Option shares; and (d) pursuant to the relevant award agreements, Employee will immediately pay to Washington Mutual the fair market value as of the Change in Control of any shares of restricted stock that vested upon a Change in Control. The parties agree that, to the extent the restrictions set forth in Sections 10 and 11 and this Section 12 are found to be unenforceable in any respect, this Section 12 shall be construed to be enforceable to the maximum extent permitted by law.

13. Miscellaneous.

(a) This Agreement is the entire agreement between the parties and may not be modified or abrogated orally or by course of dealing, but only by another instrument in writing duly executed by the parties. This Agreement replaces and supersedes all prior agreements on these subjects that Employee may have with the Company, or any Subsidiary, provided, however, that this Agreement shall supplement and shall not supersede any other agreement that Employee has signed in favor of the Company or any Subsidiary protecting the confidentiality of its confidential information or its interest in intellectual property. All such agreements remain in full force and effect. Employee acknowledges that Employee shall be entitled to change in control benefits, severance benefits or other employment separation benefits only as specifically provided in this Agreement (or, to the extent applicable according to its terms, as provided in the Washington Mutual, Inc. Special Severance Plan as in effect from time to time), notwithstanding the terms of any other representation, policy, severance plan, benefit plan or agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, if, at the time of Employee's termination of employment with Washington Mutual, he or she is a "specified employee" as defined in Section 409A of the Code, and one or more of the payments or benefits received or to be received by Employee pursuant to this Agreement would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under this Agreement until the earlier of (a) the date that is six (6) months following Employee's termination of employment with Washington Mutual, or (b) the Employee's death. The provisions of this Section 13(b) shall only apply to the extent required to avoid Employee's incurrence of any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder. In addition, if any provision of this Agreement would cause Employee to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, Washington Mutual may reform such

provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code.

(c) This Agreement has been drafted in contemplation of and shall be construed in accordance with and governed by the law of the state of Employee's principal place of employment with Washington Mutual.

(d) Employee acknowledges that this Agreement has been drafted by counsel for Washington Mutual, and that Employee has not relied upon such counsel with respect to this Agreement.

(e) If a court or arbitrator of competent jurisdiction or governmental authority declares any term or provision hereof invalid, unenforceable or unacceptable, the remaining terms and provisions hereof shall be unimpaired and the invalid, unenforceable or unacceptable term or provision shall be replaced by a term or provision that is valid, enforceable and acceptable and that comes closest to expressing the intention of the invalid, unenforceable or unacceptable term or provision.

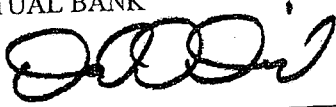
(f) Employee may not assign Employee's rights or delegate Employee's duties under this Agreement.

Washington Mutual may assign its rights and delegate its duties under this Agreement to the Company or any Subsidiary or to any purchaser of all or substantially all of Washington Mutual's assets. The transfer of Employee's employment from Washington Mutual to any other Subsidiary or to the purchaser of all or substantially all of the assets of Washington Mutual shall not be considered a termination of employment, but this Agreement shall run to the benefit of, and be binding upon, the new employer. In the event of a Change in Control, this Agreement shall bind, and run to the benefit of, the successor to Washington Mutual resulting from the Change in Control.

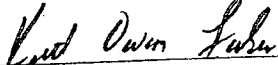
DATED effective as of the 17th of December 2007.

WASHINGTON MUTUAL: WASHINGTON MUTUAL BANK

By


Daryl D. David
Executive Vice President
Chief Human Resources Officer

EMPLOYEE:


Keith Owen Fukui

DATE

1/02/08

EXHIBIT A
BINDING ARBITRATION AGREEMENT

This Binding Arbitration Agreement is a part of, and incorporated into, that certain Change in Control Agreement between the parties dated effective as of December 17, 2007. I, the employee who is a party to the Change in Control Agreement to which this Exhibit is attached, as well as Washington Mutual, agree as follows:

1. Any and all disputes that involve or relate in any way to my employment (or termination of employment) with Washington Mutual shall be submitted to and resolved by final and binding arbitration.

2. Washington Mutual and I understand that, by entering into this Binding Arbitration Agreement, we are each waiving any right we may have to file a lawsuit or other civil action or proceeding relating to my employment with Washington Mutual, and are waiving any right we may have to resolve employment disputes through trial by jury. We agree that arbitration shall be in lieu of any and all lawsuits or other civil legal proceedings relating to my employment.

3. This Binding Arbitration Agreement is intended to cover all civil claims that involve or relate in any way to my employment (or termination of employment) with Washington Mutual, including, but not limited to, claims of employment discrimination or harassment on the basis of race, sex, age, religion, color, national origin, sexual orientation, disability and veteran status (including claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act ("ERISA"), the Fair Labor Standards Act, the Immigration Reform and Control Act and any other local, state or federal law concerning employment or employment discrimination), claims based on violation of public policy or statute, and claims against individuals or entities employed by, acting on behalf of, or affiliated with Washington Mutual. However, ERISA plan benefit issues and claims for workers compensation or for unemployment compensation benefits are not covered by this Binding Arbitration Agreement. The statutes of limitations otherwise applicable under law shall apply to all claims made in the arbitration.

4. I understand and agree that, despite anything in this Binding Arbitration Agreement to the contrary, I am not waiving the right to file or institute a complaint or charge with any government agency authorized to investigate or resolve employment-related matters, including but not limited to the United States Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, the National Labor Relations Board, the Office of Special Counsel for Unfair Immigration-Related Employment Practices or other appropriate immigration authorities, and any other comparable local, state or federal agency. I also understand and agree that, despite anything in this Binding Arbitration Agreement to the contrary, either party may request a court to issue such temporary or interim relief (including temporary restraining orders and preliminary injunctions) as may be appropriate, either before or after arbitration is commenced. The temporary or interim relief may remain in effect pending the outcome of arbitration. No such request shall be a waiver of the right to submit any dispute to arbitration.

5. This Binding Arbitration Agreement does not constitute an employment contract, require discharge only for cause, or require any particular corrective action or discharge procedures.

6. Arbitration under this Binding Arbitration Agreement shall be conducted before a single arbitrator and shall take place within the state where I am currently employed by Washington Mutual, or where I was so employed at the time of termination.

7. In order to initiate arbitration, Washington Mutual or I must notify the other party in writing of its decision to initiate arbitration, either by personal delivery or certified mail. The notification should include the following information about the employee: name, home address, work address, work and home phone number, and the following information about the occurrence: date, location, nature of the claims or dispute, facts upon which the claims are made, and remedy requested. Any notice of arbitration initiated by Washington Mutual shall be sent to my last known residence address as reflected in my personnel file at Washington Mutual. Notice of arbitration initiated by me shall be sent to Washington Mutual's Legal Department, attention General Counsel - Litigation. The Legal Department's address is currently Washington Mutual, 1301 Second Ave., WMC: 3501, Seattle, Washington 98101.

8. Within thirty (30) days after receipt of notice of arbitration, Washington Mutual and I will attempt to agree upon a mutually acceptable arbitrator. If Washington Mutual and I are unable to agree upon an arbitrator, we will submit the dispute to the American Arbitration Association ("AAA"). If AAA is, for some reason, unable or unwilling to accept the matter, we will submit the matter to a comparable arbitration service. The arbitration shall be conducted in accordance with the laws of the state in which the arbitration is conducted and the rules and requirements of the arbitration service being utilized, to the extent that such rules and requirements do not conflict with the terms of this Binding Arbitration Agreement.

9. At the request of either Washington Mutual or myself, the arbitrator will schedule a pre-hearing conference to, among other things, agree on procedural matters, obtain stipulations, and attempt to narrow the issues.

10. During the arbitration process, Washington Mutual and I may each make a written demand on the other for a list of witnesses, including experts, to be called and/or copies of documents to be introduced at the hearing. The demand must be served at least thirty (30) days prior to the hearing. The list and copies of documents must be delivered within twenty-five (25) days of service of the demand.

11. Each party shall be entitled to conduct a limited amount of discovery prior to the arbitration hearing. Each party may take a maximum of two (2) depositions. Each party may apply to the arbitrator for further discovery. Such further discovery may, in the discretion of the arbitrator, be awarded upon a showing of sufficient cause. If any documents to be produced or requested for production contain or refer to matters that are private, proprietary and/or confidential, the arbitrator shall make an appropriate protective order prohibiting or limiting use and disclosure of such documents and providing for return of documents produced after the arbitration is concluded.

12. Each party may file a brief with the arbitrator. Each brief must be served on the arbitrator and the other party at least five (5) working days prior to the hearing and, if not timely served, must be disregarded by the arbitrator. The brief shall specify the facts the party intends to prove, analyze the applicable law or policy, and specify the remedy sought. At the close of the hearing, each party shall be given leave to file a post-hearing brief. The time for filing the post-hearing brief shall be set by the arbitrator.

13. I understand that, at my expense, I have the right to hire an attorney to represent me in the arbitration, and Washington Mutual has that same right. I also understand that all parties shall have the right to present evidence at the arbitration, through testimony and documents, and to cross-examine witnesses called by another party. Each party agrees to pay the fees of any witnesses testifying at that party's request. Each party also agrees to pay the cost of any stenographic record of the arbitration hearing should that party request any such record. The requesting party must notify the other of such arrangements at least two (2) working days in advance of the hearing.

14. Any postponement or cancellation fee imposed by the arbitration service will be paid by the party requesting the postponement or cancellation. During the time the arbitration proceedings are ongoing, Washington Mutual will advance any required administrative or arbitrator's fees. Each party will pay its own witness fees.

15. At the conclusion of the arbitration, each party agrees to promptly pay any arbitration award against it.

16. We agree that the decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties. The arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law. In making the decision and award, if any, the arbitrator shall apply applicable substantive law. The arbitrator may only award a remedy that would have been available in court. The decision and award, if any, shall be consistent with the terms of this Binding Arbitration Agreement and shall include an allocation of the costs of the arbitration proceeding between the parties.

17. This Binding Arbitration Agreement may be enforced by a court of competent jurisdiction through the filing of a petition to compel arbitration, or otherwise. The decision and award of the arbitrator may also be judicially enforced pursuant to applicable law.

18. Because of the interstate nature of Washington Mutual's business, this Binding Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"). The provisions of the FAA (and to the extent not preempted by the FAA, the provisions of the laws of the state of my principal place of employment with Washington Mutual that generally apply to commercial arbitration agreements, such as provisions granting stays of court actions pending arbitration) are incorporated into this Binding Arbitration Agreement to the extent not inconsistent with the other terms of this Binding Arbitration Agreement.

19. We agree that, if any provision of this Binding Arbitration Agreement is found to be unenforceable to any extent or in violation of any statute, rule, regulation or common law, it will not affect the enforceability of the remaining provisions and the court shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

20. This Binding Arbitration Agreement shall remain in full force and effect at all times during and subsequent to my employment with Washington Mutual, or any successor in interest to Washington Mutual.

(B)

2008 Rewards Summary

Date: 12/18/2007

Employee: Fukui, Keith Owen

Manager: Grau-Iversen, Michele S.

Performance Rating: Exceeds Expectations

New Level: Sr Leader

New Job Title: Division Finance Officer III

<u>Reward Element</u>	<u>2008 Data</u>
Current Salary	\$210,200.63
Merit Percent %	4.00%
Total Increase Amount \$	\$8,408.03
New Salary	\$218,608.66
<i>Effective January 1, 2008</i>	
2008 Leadership Bonus Target Amount	\$119,316.60
2008 Leadership Bonus Target Percent	54.60%

Actual values may vary slightly as a result of rounding and corrections. In case of discrepancy, the salary and bonus target data reflected in PeopleSoft will prevail. Leadership Bonus Target is payable January 31, 2009. You will receive a separate Leadership Scorecard with 2007 Leadership Bonus payout information and WaMu Equity grant, if applicable.

Summary

[Print](#)

Account: **WAMU SAVINGS PLAN (00607)**

Data as of 12/17/2008

Current Balance \$138,189.59
Vested Balance \$138,189.59

[View your Investment Elections](#)

[View and print an online statement](#)

Investments | **Sources** | **Asset Classes** || **Year-to-Date Change** |

This view shows a summary of your account activity from the beginning of the calendar year.

Beginning Balance as of 01/01/2008	\$165,897.19
Employee Contributions	\$20,500.00
Employer Contributions	\$8,916.35
Dividends	\$348.71
Change in Market Value	-\$57,472.66
Current Balance as of 12/17/2008	\$138,189.59

← 401 k employer match

Personal Rate of Return from **01/01/2008** to **12/17/2008** is **-29.7%**

Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the result of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

[View an Online Statement](#) for any period within the past 24 months.

Questions? Call **(800) 860-2363**

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IA=2 AT=2 SZ=1

(D)



Print

Washington Mutual Bank, a division of JPMorgan Chase Bank, N.A. 1111 Third Avenue, EET2821 Seattle, WA 98101

Sequence#: 00008011

Pay Group: EXS Advice #: 11477260
Pay Begin Date: 12/01/2008
Pay End Date: 12/15/2008 Advice Date: 12/15/2008

Table with employee details: Keith Owen Fukui, Location: 13798-SF201 Mission, Department: 0000098251-CS - Corporate Planning 4, Employee ID: 621482, Tax Data: Federal, CA State, Marital Status: Married, Allowances: 0, Add. Pct.: Add. Amt.: 600.00

Hours and Earnings and Taxes summary table. Columns: Description, Current Rate, Current Hours, Current Earnings, YTD Hours, YTD Earnings, Description, Current, YTD. Totals: 9,333.70, 2,000.00, 590,179.94, 3,514.58, 210,386.06

Before Tax Deductions, After Tax Deductions, and Employer Paid Benefits table. Columns: Description, Current, YTD, Description, Current, YTD, Description, Current, YTD. Totals: 3.88, 52,660.57, -175.22, 11,254.49

Total Gross, Fed Taxable Gross, Total Taxes, Total Deductions, Net Pay table. Columns: Description, Current, YTD, Description, Current, YTD. Totals: 9,333.70, 590,179.94, 9,372.49, 552,552.68, 3,514.58, 210,386.06, -171.34, 63,915.06, 5,990.46, 315,878.82

Washington Mutual Bank, a division of JPMorgan Chase Bank, N.A. 1111 Third Avenue, EET2821 Seattle, WA 98101

Date: 12/15/2008 Advice No. 11477260

Direct Deposit Distribution table. Columns: Account Type, Account Number, Deposit Amount. Total: \$ 5,990.46

Deposit Amount: \$ 5,990.46
To The Account(s) of: Keith Owen Fukui
2317 Winged Foot Road
Half Moon Bay, CA 94019

August 7, 2008

Keith Fukui
U621482

Dear Keith,

Re: Special Bonus Opportunity

I'm pleased to offer you this opportunity to earn a special bonus composed of two payments in the total amount of \$371,000 as a reward for your continued service to Washington Mutual (the "Company" or "WaMu"). This special bonus opportunity supersedes the bonus described in the agreement dated February 13, 2008 ("Prior Bonus Agreement") as well as the Providian Change of Control Agreement that you signed ("Providian Agreement").

Terms of Offer

To receive each payment of the bonus, you must remain an employee of the Company (the "Employment Requirement"), have a current overall performance rating of Solid Contributor or better, and continue to perform your job duties as required and in accordance with Company policies and procedures through the target date for that payment. Additionally, as noted below, a condition to your entitlement to any payment of the special bonus is your compliance with your obligations under this agreement through the applicable date.

There are two situations in which the Employment Requirement is waived for purposes of this retention bonus. First, if the Company or its successor terminates your employment for any reason prior to a target date for reasons that do not constitute "cause" as defined in Section 5 of your WaMu Change in Control Agreement ("CIC"), we will consider the Employment Requirement to have been fulfilled. Second, you will be treated as having fulfilled the Employment Requirement under this offer if, within two years after a change in control (as defined in Section 5 of your WaMu Change in Control ("CIC") Agreement), (i) your employment is terminated by the Company or a successor for any reason other than for cause (as defined in Section 5 of your CIC Agreement) or (ii) you resign for good reason (as defined in Section 5 of your CIC Agreement) and no reason exists for the Company or a successor to terminate you for cause (as defined in Section 5 your CIC Agreement).

If you fulfill these requirements and also meet the other conditions in this letter, you will be entitled to:

→ \$274,000 for service through the target date of September 1, 2008; and
\$97,000 for service through the target date of July 1, 2009.



Keith Fukui
August 7, 2008
Page 2

Each of the individual payments will be provided to you less taxes and withholding, in the pay cycle following the dates indicated above. If, however, the Company terminates your employment and you are still eligible for the payments in accordance with the terms of this letter, including the exceptions described above, the payments will be made within two pay cycles after the date of your termination. These payments will be in addition to any other bonus for which you may normally be eligible.

You will continue to be subject to all Company policies and management directives. Your employment will continue to be terminable by you or the company at will, without cause or advance notice. Nothing in this letter is intended to suggest any guaranteed period of continued employment or any guarantee that you will be paid the special bonus. This letter merely sets forth the terms of a special bonus that will be paid to you if you satisfy the requirements set forth in this letter.

Agreement Not to Solicit Personnel

As a condition of this offer, you agree that you will not solicit Washington Mutual personnel for a period of one year after your employment here ends. This means that, regardless of the reason for termination of your employment, you will not directly or indirectly solicit, encourage, induce, or enter into any arrangement with any person who is then a WaMu employee or a contractor or consultant whom you have worked with, supervised, or been exposed to confidential information about while associated with the Company to terminate or diminish his or her relationship with the company, or to seek or accept employment or a similar relationship with any other business or entity including, but not limited to, one that competes with or provides services comparable to those provided by WaMu. If you violate this obligation, you agree to return the bonus promptly, and agree that the Company shall also be entitled to pursue whatever other remedies are available to it.

Other Terms

Not all of your coworkers are being made such an offer. We expect that you will respect their feelings and keep the fact and terms of this bonus offer confidential.

This letter sets forth all of the terms and conditions upon which the special bonus may be paid to you, and it supersedes any other representations about this bonus opportunity. No one at the Company has the authority to make any promises to you that are different from those set forth in this letter on the subject of this special bonus except for personnel from Corporate Rewards who refer to this letter.

Keith Fukui
August 7, 2008
Page 3

We are confident in your ability to make valuable contributions to the Company. On behalf of Washington Mutual, I would like to thank you not only for the service you have already rendered but also, in advance, for the important role that I trust you will continue to play. If you have any questions, please direct them to me or your Sr. HR Manager. In order to be eligible to receive this special bonus opportunity, you must sign this letter in the designated place below and return it to Beth Wright, Corporate Rewards & Benefits (Mailstop: WMC0705) by August 31, 2008.

Sincerely,
Tony Vuoto
President - Washington Mutual Card Services

Acknowledgement:

I understand and agree to all of the terms set forth in this agreement. I understand that by signing this agreement, I agree that both the Prior Bonus Agreement and the Providian Agreement are void and of no further effect and that I am owed no amounts under either of those agreements.

Signature: _____



Keith Fukui U621482

Date: _____

8/12/08