

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

In re:)	Chapter 11
WASHINGTON MUTUAL, INC., <i>et al.</i> ¹ ,)	
)	Case No. 08-12229 (MFW)
)	
Debtors.)	Jointly Administered
)	
)	Re: Docket No. 11011
)	
)	Hearing Date: March 7, 2013 at
)	10:30 a.m. (EST)
)	

**REPLY OF CHANDAN SHARMA TO WMI LIQUIDATING TRUST’S LIMITED
OBJECTION AND OBJECTION TO MOTION OF CHANDAN SHARMA FOR
ORDER GRANTING LEAVE TO FILE AMENDMENT TO PROOF OF CLAIM NO.
2539 OR, IN THE ALTERNATIVE, ALLOWING CHANDAN SHARMA TO ASSERT
ALTERNATE ARGUMENT REGARDING CLAIM BASED ON
WAMU SEVERANCE PLAN**

Claimant Chandan Sharma (“**Claimant**”), by and through his undersigned counsel, submits this Reply in response to “WMI Liquidating Trust’s Limited Objection and Objection To Motion For Order Granting Leave To File Amendment To Proof Of Claim Or, In The Alternative, Allowing Claimant To Assert Alternate Argument Regarding Claim Based On WaMu Severance Plan” [D.I. 11039] (the “Opposition”).

WMILT² by and through the Opposition, does not oppose the proposed amended proof of claim as to the addition of a claim arising under the WaMu Severance Plan if it is determined that a change in control did not occur and/or that WMI is not responsible for satisfaction of employee claims under the WaMu CIC Agreement. WMILT does, however, object to the

¹ The Debtors in these cases are: (i) Washington Mutual, Inc. and WMI Investment Corp.

² All initialize capitalized terms not defined herein shall have the meaning ascribed to them in the “Motion For Order Granting Leave To File Amendment To Proof Of Claim Or, In The Alternative, Allowing Claimant To Assert Alternate Argument Regarding Claim Based On WaMu Severance Plan” [D.I. 11011] (“Motion”).



amending of the Claim to include compensation arising from Claimant's WaMu Retention Bonus Agreement. WMILT argues that this Court should not authorize Claimant to amend his Claim to include the \$74,737 he is entitled to receive under the WaMu Retention Bonus Agreement ("Retention Claim") because according to WMILT this claim does not relate back to Claimant's employment relationship with WaMu and therefore is an entirely new claim arising from a separate and different transaction and that the balancing the equities ways in favor of WMILT. WMILT further argues that even if the Retention Claim is found to relate back to the Claim, WMILT will be prejudiced if this Court grants leave to file the Amended Claim.

Antithetic to the contentions of WMILT, the relief sought in the Motion should be granted and leave to file the Amended Claim (Motion, Exhibit "2") should be granted because (i) the inclusion of the Retention Claim which arises directly from Claimant's employment with WaMu directly relates to the Claim and is indeed an appropriate amendment that satisfies all of the *Foman Factors*; (ii) WMILT will suffer absolutely no prejudice by the inclusion of the Retention Claim; (iii) the equities weigh in favor of Claimant in permitting the amendment; and, (iv) to the extent is it determined that the Amended Claim is actually a "new claim," as WMILT contends, then the Amended Claim should be allowed as Claimant satisfies the excusable neglect standard set forth in *Pioneer Investment Services Co. v. Brunswick Associates*, 507 U.S. 380 (1993).

Based on the Motion, this Reply and the record before this Court, the Motion should be granted in its entirety and Claimant should be permitted to file his Amended Proof of Claim, a copy of which is attached to the Motion as Exhibit "2" and have it relate back to the timely filed Claim. Claimant does not oppose WMILT's request to file renewed omnibus objections as long as any additional objections address only the amended portion of the Amended Claim. The same restriction should also apply with respect to any additional adversary proceedings or claims WMILT intends to pursue -- such additional adversary proceedings may only address the amended portion of the Amended Claim. WMILT should not be able to raise new objections

and claims for relief with respect to the entirety of the Amended Claim without seeking Court approval.

ADDITIONAL RELEVANT FACTS

1. Claimant did not employ counsel until on or about September 17, 2012.
2. Claimant did not have counsel nor did he seek the assistance of counsel when he filed the Claim, “Claimant’s (Chandan Sharma) response to notice of WMI Liquidating Trust’s Eighty-Second Omnibus Objection (Objection) to Change in Control Claims” (“**Opposition**”), and “Defendant’s (Chandan Sharma) response to Plaintiff’s (Official Committee of Unsecured Creditors of Washington Mutual, Inc. (WMI), et. al., on behalf of Chapter 11 estates of Washington Mutual, Inc. et. al.) complaint” (“**Answer**”). It is evident from reviewing the Claim, Opposition and Answer, that Claimant was not represented by counsel when the Claim, Opposition and Answer were prepared and filed and that Claimant is not an attorney.
3. Once counsel was employed and had an opportunity to review the Claim, Opposition and Answer, it was discovered that Claimant had inadvertently failed to include all of his sources of compensation in his Claim. Counsel for Claimant brought this to the attention of WMILT and its counsel on or about December 4, 2012. Not only was this brought to the attention of WMILT’s counsel but a number of email discussions transpired in which the relief requested in the Motion was discussed. The December 4th Letter was sent to Weil before Weil had even propounded WMILT’s discovery requests on Claimant and long before the deadline for completing Written Discovery.
4. On or about December 10, 2012, Weil served “WMILT’s First Set Of Requests For Production Of Documents From, And Interrogatories And Requests For Admission Directed To, Claimants And Adversary Proceeding Defendants” (“**WMILT Discovery Requests**”) on Claimant. The WMILT Discovery Requests were also served on all other claimants and defendants. These discovery requests include sixty-three (63) Requests for Production (“**RFPs**”), forty-eight (48) Interrogatories, and thirty-four (34) Requests for

Admissions (“**RFAs**”). The WMILT Discovery Requests address each adversary filed by WMILT as well as each and every Employee Claim objection filed by WMILT. A true and correct copy of the WMILT Discovery Requests are attached hereto as Exhibit “3” and incorporated herein by this reference.

5. Claimant is in the process of responding to the WMILT Discovery Requests. Responses are due March 11, 2013. The WMILT Discovery Requests include numerous RFPs, RFAs and Interrogatories regarding both the WaMu Severance Plan and WaMu Retention Bonus Agreement. Given the breadth of the WMILT Discovery Requests, it is difficult to believe that WMILT would require any additional discovery related to the Amended Claim. See Exhibit “3.”

6. If the Motion is granted, Claimant will not require any additional discovery with respect to the Amended Claim or any additional objection or claim for relief related to the amended portion of the Amended Claim.

I. THE RETENTION CLAIM PORTION OF THE AMENDED CLAIM IS AN AMENDMENT TO THE CLAIM AND NOT A NEW CLAIM AND THE EQUITIES WEIGH STRONGLY IN FAVOR OF CLAIMANT

7. As detailed in the Motion, the Amended Claim relates back to the Claim as the amendments arise from the very same conduct, transaction and occurrence – Claimant’s employment with WaMu. See Motion, ¶¶ 21 – 36. The Amended Claim is not a “new” claim at all but relates back to the timely filed Claim as the Retention Claim should have been included in the Claim as it arises out of the conduct set out in the Claim. Claimant was an employee of WaMu and Claimant’s Claim is based solely on his employment relationship with WaMu. The Claim and the Amended Claim seek compensation due Claimant based solely on his employment with WaMu and the termination of such employment.

8. The original Claim provided WMI and WMILT fair notice of the conduct, transaction and occurrence that forms the basis for Claimant’s Amended Claim. The original

Claim provided WMI and WMILT with notice that Claimant intends to pursue any and all claims related to his employment with WaMu.

9. As discussed in the Motion, a similar set of facts was decided by the Bankruptcy Court in Illinois in *In re Xechem International, Inc.*, 424 B.R. 836 (Bankr. N.D. Ill. 2010). In that case, a former employee of the debtor filed a timely claim for unpaid compensation. After the bar date, the former employee sought to amend his claim to include additional claims for severance compensation, indemnification, repayment of a loan to the company and interest on the loan. The Court allowed the employee to amend the claim as to those claims arising from the employee's employment with the company but would not allow the amendment of the claim as to the non-employment claims finding that those claims did not arise out of the employee's employment. *Id.* Here Claimant only seeks to amend the Claim to include compensation due him from his employment with WaMu.

10. Relying on cases that are readily distinguishable from the facts of this case, WMILT makes the twisted argument that the Retention Claim is a "new" claim and not truly an amendment to the Claim because it is based on a contract, the WaMu Retention Bonus Agreement that was not referred to or attached to the Claim. This argument is disingenuous because WMILT is well aware of the existence of the WaMu Retention Bonus Agreements and the fact that these agreements were issued by WaMu and entered into with over three-hundred employees.³ In fact, WMILT has brought no less than 5 omnibus objections seeking to disallow claims under WaMu Retention Bonus Agreements (*see*, ¶23 below)⁴, has received numerous oppositions to its objections and has propounded substantial written discovery

³ WaMu issued retention or deferred sign-on bonuses to approximately 395 employees.

⁴ WMILT raised objections to Retention Bonus Agreements in the following omnibus objections: (1) *WMI Liquidating Trust's Fifth Omnibus (Substantive) Objection to Claims* [D.I. 1223], (2) *WMI Liquidating Trust's Sixth Omnibus (Substantive) Objection to Claims* [D.I. 1234], (3) Eighty-Second Objection, (4) *WMI Liquidating Trust's Eighty-Fourth Omnibus (Substantive) Objection to Claims* [D.I. 10677], and (5) *WMI Liquidating Trust's Seventy-Ninth Omnibus (Substantive) Objection to Claims* [D.I. 10504].

regarding the WaMu Retention Bonus Agreements (*see*, Exhibit “3”). Furthermore, the WaMu Retention Bonus Agreement is part of Claimant’s employment compensation and arises from his employment with WaMu.

11. To support its argument that the Amended Claim is a “new claim,” WMILT relies upon *Rump v. Philips Lifeline*, No. 09-03271, SI, 2010 WL 4502485 (N.D. Cal. Nov. 2, 2010)(an unpublished decision) and *in Forzley v. AVCO Corp. Electronics Division*, 826 F.2d 974, 982 (11th. 1987). These cases are readily distinguishable from the facts of this case. Both these cases deal with adversary proceedings and not the amending of claims. Additionally, the courts in these cases found that the original claims for relief were based on a different set of facts than the amended claims for relief. WMILT relies upon these cases to support its preposterous position that the Retention Agreement is entirely different than the other agreements, benefits and plans specifically listed in the Claim and therefore cannot possible relate back to the Claim but is instead a “new” claim.

12. In the unpublished decision of *Rump v. Philips Lifeline*, the district court for the Northern District of California granted a summary judgment motion finding that the eighth claim for relief in the underlying complaint did not relate back to the first seven claims of relief filed much earlier under Rule 15 because the first seven claims for relief all were based on the oral employment agreement between the plaintiff and the defendant and the eighth claim of relief was not based on the same oral employment agreement and was instead a claim for interference with economic advantage which did not relate back the filing of the original complaint and was therefore was barred by the applicable California statute of limitations.

13. In this case unlike the cases relied upon by WMILT, both the Amended Claim and the Claim arise from Claimant’s employment with WaMu. There is no reason at this early stage of the claims objections process that Claimant should not be able to assert all of his claims arising from compensation due him based upon his employment with WaMu.

14. The Claim provided WMILT sufficient notice of the existence of a claim for employee benefits, severance and wages so the amending of the Claim to include the Retention

Claim which arises directly from Claimant's employment does not in any way prejudice WMILT. Claimant recognizes that WMILT has reserved \$581,627.55 on account of the Claim and is willing to limit any recovery received on account of the Amended Claim to \$581,627.55. As a result, WMILT will suffer absolutely no prejudice by allowing Claimant to argue all legal theories including the Retention Claim in support of the Claimant's Claim. The Amended Claim will have absolutely no impact on the distributions made by WMILT.

15. WMILT argues that the balancing of the equities weigh in its favor rather than the Claimant's favor because by allowing the addition of the Retention Claim, WMILT will be prejudiced because it will need to conduct additional discovery, it will need to file additional objections to include objections to the Retention Claim, the finality of this Court's previous orders will be at risk and the flood gates will open for all other claimants to file similar motions. These alleged claims of prejudice are hollow.

16. WMILT will suffer absolutely no prejudice if the Motion is granted because: (1) Claimant will agree to limit his allowed claim to \$581,627.55; (2) given the extensive WMILT Discovery Requests propounded, it is difficult to believe that there are any additional RFAs, Interrogatories or RFPs that WMILT will need to propound upon Claimant that are not already contained in the WMILT Discovery Requests (*see*, Exhibit "3"); (3) no depositions have been noticed or taken in the case yet; (4) the first hearing on the Employee Claim Objections is scheduled for June 2nd and addresses only the issue of whether a Change in Control occurred; (5) no less than 5 omnibus objections have been filed to WaMu Retention Agreements so it should be relatively easy for WMILT to raise the same objections to the Retention Claim; (6) there is no need for a continuance of the discovery dates as the WMILT Discovery Requests include many requests regarding the Retention Claim and Claimants responses have been prepared with the Amended Claim in mind; (7) Claimant will require no additional discovery with respect to any new objections filed with respect to the Amended Claim; and, (8) the finality of this Court's orders will not be compromised by the granting of the Motion as the Confirmation Order specifically provided for the amending of proofs of claims subject to Court

approval and it is very unlikely that many other claimants will be filing similar motions given the tremendous cost associated with seeking such relief.

17. It is well established that amendments to proofs of claim are liberally allowed. *In re Orion Ref Corp.*, 317 B.R. 660, 664 (Bankr. D. Del. 2004). Rule 15 provides that “[t]he court should freely give leave when justice so requires.” Courts have a long established liberal policy that permits amendments to a proof of claim. *See* Bankr.R. 7015; Fed.R.Civ.P. 15; *In re Franciscan Vineyards, Inc.*, 597 F.2d 181, 182 (9th Cir., 1979), *cert. denied*, 445 U.S. 915, 100 S.Ct. 1274, 63 L.Ed.2d 598 (1980). The crucial inquiry is whether the opposing party would be unduly prejudiced by the amendment. *In re Wilson*, 96 B.R. 257, 263 (9th Cir.BAP1988); *United States v. Hougham*, 364 U.S. 310, 316, 81 S.Ct. 13, 18, 5 L.Ed.2d 8 (1960). In this case, WMILT will suffer no prejudice if the Motion is granted.

18. Finally, as discussed in the Motion, the *Foman Factors* are satisfied with respect to the Retention Claim:

(a) **Bad Faith.** There are no indicia of bad faith. As soon as Claimant became aware that his Claim failed to include the Retention Claim, steps were taken to inform WMILT and its counsel and attempts were made to resolve the problem. Claimant is even willing to limit his allowed claim to the face amount of the original Claim.

(b) **Undue Delay.** There will be no undue delay. Discovery regarding the Employee Wage Claims is ongoing and the Written Requests propounded by WMILT inquire regarding the Amended Claim and all legal theories and facts supporting the Amended Claim. *See* Exhibit “3.” The WMILT Discovery Requests also cover all possible claims for relief WMILT may seek to add. *Id.* Claimant’s responses to the Written Discovery are not due until March 11, 2013. Thus, the Amended Claim will not require additional discovery or an extension of currently scheduled dates. Claimant will waive any written discovery with respect to newly filed or renewed objections to his

Amended Claim as long as such objections are limited to the WaMu Severance Agreement and Retention Agreement.

(c) **Prejudice to Opposing Party.** As discussed herein and in the Motion, the Amended Claim will not prejudice WMILT at all. WMILT and its counsel were apprised that Claimant intended to amend his Claim as soon as he learned that he inadvertently failed to include the Retention Claim. The December 4th Letter was sent to counsel less than 4 months after the Eighty-Second Objection was filed seeking to disallow the Claim. Contrary to the contentions of WMILT, WMILT will in no way be prejudiced by the Amended Claim because the amendment does not require further discovery or a continuation of the currently scheduled dates. While Claimant is seeking to increase the Claim by \$74,737 to include a payment due him under the WaMu Retention Bonus Agreement, he is not requesting that WMILT reserve additional funds to satisfy this additional amount. In fact, Claimant will agree to cap his allowed claim to the face amount of the Claim, \$581,627.55. As such, the only party that will be prejudiced is Claimant if the Court fails to allow Claimant to file the Amended Claim.

(d) **The Amended Claim Is Not Futile.** The Amended Claim is not futile. Claimant was a party to a WaMu Retention Bonus Agreement and to the extent it is determined that WMI is responsible for claims/payments arising under a WaMu Retention Bonus Agreement, Claimant is entitled to a claim that includes the \$74,737 promised to him under the WaMu Retention Bonus Agreement. At a minimum, Claimant should not be prevented from arguing the merits of his claim and raising all legal issues at this very early stage of claim litigation.

(e) **Previous Amendments.** There have been no previous amendments to the Claim.

(f) **Dilatory Tactics by Claimant.** Claimant has exercised no dilatory tactics. Claimant brought the defect in his Claim to the attention of WMILT as soon as he became aware of it. WMILT was apprised that Claimant wished to amend the Claim

and was provided with a detailed letter setting forth the legal grounds for such an amendment as well as the details of the proposed amendment well in advance of the conclusion of Written Discovery and before WMILT propounded any Written Discovery. Refusing to discuss a resolution of this issue without this Court weighing in on the issue, WMILT instructed Claimant's counsel to file a motion.

II. IN THE ALTERNATIVE, IF THE COURT DENIES CLAIMANT'S MOTION TO AMEND, THE COURT SHOULD FIND THAT EXCUSABLE NEGLIGENCE PERMITS THE ASSERTION OF A NEW CLAIM BASED UPON THE RETENTION CLAIM.

19. If the Court denies the Claimant's motion to amend with respect to the Retention Claim, the Court should find that excusable neglect permits the assertion of the Retention Claim.

20. Under Fed. R. Bankr. P. 9006(b)(1), the Bankruptcy Court may accept a late claim if the delay resulted from excusable neglect. *In re Am. Classic Voyages Co.*, 405 F.3d 127, 133 (3d Cir. 2005). "The determination whether a party's neglect of a bar date is 'excusable' is essentially an equitable one, in which courts are to take into account all relevant circumstances surrounding a party's failure to file." *Chemetron Corp. v. Jones*, 72 F.3d 341, 349 (3d Cir. 1995). The preeminent case on excusable neglect, Fed. R. Bankr. P. 9006(b)(1), and proofs of claim is *Pioneer Invest. Servs. Co. v. Brunswick Assoc. Ltd. Pship.*, 507 U.S. 380 (1993). In *Pioneer*, the Supreme Court instructed that excusable neglect be applied broadly, holding that courts are "permitted, where appropriate, to accept late filings caused by inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party's control." *Id.* at 395. With that in mind, the determination is made by considering four factors: "the danger of prejudice to the debtor, the length of the delay and its potential impact on

judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith." *Pioneer*, at 395. The burden of proof is on the movant to demonstrate excusable neglect by a preponderance of the evidence. *Jones v. Chemetron Corp.*, 212 F.3d 199, 205 (3d Cir. 2000).

21. As demonstrated below, the factors weigh in favor of finding excusable neglect and permitting the filing of the Amended Claim which adds the Retention Claim.

(1) There is No Danger of Unfair Prejudice.

22. The Amended Claim will not cause WMILT to suffer unfair prejudice. The underlying facts relied on are substantially the same as in the Claim – Claimant's employment with WaMu. While the Retention Claim refers to an additional agreement between WaMu and Claimant, the agreement is a form agreement that was provided to over three-hundred WaMu employees, WMILT has filed objections to these agreements and the WMILT Discovery Requests contain numerous RFAs, RFPs and Interrogatories about the WaMu Retention Bonus Agreements. Furthermore, WMILT was made aware of Claimant's inadvertent failure to include the Retention Claim as soon as Claimant's counsel learned of the mistake. Moreover, WMILT will not suffer any unfair prejudice as Claimant will agree to limit any allowed claim to the face amount of the original Claim and will agree that WMILT may raise objections to the Retention Claim and Claimant will waive any additional written discovery with respect to the new objections. Additionally, the amendment does not require further discovery or a continuation of the currently scheduled dates.

23. WMILT certainly cannot claim surprise or unawareness of the WaMu Retention Bonus Agreement and its relevance to the Employee Claims and this litigation. While the Claimant did not include the Retention Claim in his Claim, numerous other claimants did include the WaMu Retention Bonus Agreements in their proofs of claim. This is most clearly

exemplified in *WMI Liquidating Trust's Fifth Omnibus (Substantive) Objection to Claims* [D.I. 1223] (the “**Fifth Objection**”), *WMI Liquidating Trust's Sixth Omnibus (Substantive) Objection to Claims* [D.I. 1234] (the “**Sixth Objection**”), Eighty-Second Objection, *WMI Liquidating Trust's Eighty-Fourth Omnibus (Substantive) Objection to Claims* [D.I. 10677] (the “**Eighty-Fourth Objection**”) and *WMI Liquidating Trust's Seventy-Ninth Omnibus (Substantive) Objection to Claims* [D.I. 10504] (the “**Seventy-Ninth Objection**”) where WMILT, among other things, objected to claims made under WaMu Retention Bonus Agreements. Thus, WMILT is aware of the WaMu Retention Bonus Agreements, their relevance to the Employee Claims, and the arguments supporting the Claimants’ entitlement to benefits under the WaMu Retention Bonus Agreements. Accordingly, WMILT will not suffer any prejudice if the Court permits the filing of the Amended Claim. *In re O'Brien*, 188 F.3d at 128 (stating that lack of surprise weighs in favor of finding no prejudice).

24. The Third Circuit in *In re O'Brien* enumerated several factors to consider in the *Pioneer* prejudice analysis. Those factors include: (1) the size of the claim compared to universe of claims; (2) whether allowing the late claim would adversely impact the judicial administration of the case; (3) whether the plan was filed or confirmed with knowledge of the existence of the claim; whether late filing would disrupt the plan; and (4) whether allowing the claim would open the floodgates to other similar claims. *In re O'Brien*, at 126 (citing *In re Keene Corp.*, 188 B.R. 903). Applying those factors to this case *seriatim*: (1) the Claimant’s Retention Claim, \$74,737, is *de minimus* compared to the universe of claims in this case; (2) the Retention Claim will not require additional discovery or an extension of currently scheduled dates; (3) the plan was structured and confirmed accounting for similar Retention Claims and Claimant will not seek the allowance of his claim in excess of the face value of his original Claim; (4) allowing the Retention Claim will not open a flood gate of other claimants correcting

errors in their previously filed claims given the costs associated with pursuing such motions and the unlikelihood of others making the same mistake.

25. Two other points are worth noting. First, the loss of an advantageous position does not equate to prejudice. *In re O'Brien*, 188 F.3d at 127. And, second, courts have found that late claims are less likely to result in prejudice to debtors in liquidation cases as opposed to reorganization cases. *In re Sacred Heart Hosp.*, 186 B.R. 891, 896-897 (Bankr. E.D. Pa. 1995).

(2) The Length of the Delay is Minor, and the Assertion of the Retention Claim Will Have Little Impact on Judicial Proceedings.

26. The length of the delay in seeking relief to assert the Retention Claim is less than four months since the filing of the Eighty-Second Objection. The Eighty-Second Objection was filed and served on August 15, 2012 and Claimant requested relief by a letter dated and sent on December 4, 2012 after retaining counsel in mid-September. Even if the Court calculates the delay as beginning on the bar date, a long period of time does not foreclose finding excusable neglect. *Chemetron*, 72 F.3d at 350. Rather, the focus is on when the litigation became active. *In re FLYi, Inc.*, 2008 Bankr. LEXIS 4867, at *11. Here, the litigation has only recently become active and it is still in the discovery phase. As such, the delay will have little impact on the judicial proceedings because the Retention Claim will not require additional discovery or an extension of currently scheduled dates.

(3) The Delay Was Also Caused by Debtors and WMILT.

27. The delay in asserting the Retention Claim was caused in part by the Claimant as he did not learn until after retaining counsel that he had failed to include all of his compensation in his Claim. Upon learning of this mistake Claimant took immediate action.

28. The Debtors and WMILT, however, caused most of the delay. As noted, the need to seek leave to amend the Claim did not arise until after the filing of the Eighty-Second

Objection which was filed on August 14, 2012. Claimant had no reason to examine his Claim or employ counsel until then.

(4) Claimants Acted in Good Faith.

29. The Claimant's Motion is filed in good faith to add an additional theory of recovery based on the Retention Claim arising from the same underlying facts and circumstances relied upon by the Claimant's original Claim – the benefits, bonuses, compensation and severance Claimant is entitled to based upon his employment with WaMu. Moreover, the Claim was timely filed. On the other hand, there are no indicia of bad faith. The Motion is not being filed to pressure WMILT into settling, to materially complicate the proceedings at the last minute, or as a delay tactic to prolong the litigation. *See In re Burlington Coat.*, 114 F.3d at 1435; *Hatzel & Buehler, Inc.*, 150 B.R. at 562.

30. As a final note, Claimant urges this Court to follow its decision in *In re FLYi, Inc.*, 2008 Bankr. LEXIS 4867. In that case, this Court was faced with similar circumstances. A creditor had timely filed a proof of claim for lease rejection damages, stating that its theory of relief was under property law. The creditor later sought to amend its proof of claim to assert that it was entitled to damages for the lease rejection under contract law as an alternative to property law. The liquidating trust opposed that relief. This Court allowed the creditor to present his lease rejection claim under contract law. In so allowing, this Court found that the creditor was asserting a different legal theory for the same claim based upon the same set of circumstances (the rejection of the lease). *Id.* at *6-9. As an alternative basis, this Court also found that the delay in asserting the claim under contract law was excusable neglect and that the *Pioneer* factors weighed in favor of granting relief. *Id.* at *9-13.

CONCLUSION

Based on the foregoing, Claimant requests that this Court allow him to file the Amended Claim and have it relate back to his timely filed Claim.

Claimant also requests that to the extent WMILT is permitted to file new objections to the Amended Claim, such new objections be limited to the WaMu Severance Plan and the WaMu Retention Bonus Agreement, the amended portions of the Amended Claim, and that such limitations also apply to any additional claims for relief WMILT may seek to pursue. In other words, without leave from this Court, WMILT's new objections and new claims for relief are limited to the amended portion of the Amended Claim.

Dated: March 4, 2013

PHILLIPS, GOLDMAN & SPENCE, P.A.

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EXHIBIT “3”

-----X		
ROBERT C. HILL,	:	Adversary Proc. No. 10-53153 (MFW)
-----X		
STEPHEN E. WHITTAKER,	:	Adversary Proc. No. 10-53150 (MFW)
-----X		
THOMAS E. MORGAN,	:	Adversary Proc. No. 10-53154 (MFW)
-----X		
ANN TIERNEY	:	Adversary Proc. No. 11-53299 (MFW)
-----X		
TODD H. BAKER	:	Adversary Proc. No. 11-54031 (MFW)
-----X		
RICHARD STRAUCH	:	Adversary Proc. No. 12-50848 (MFW)
-----X		
GENNADIY DARAKHOVSKIY	:	Adversary Proc. No. 12-50902 (MFW)
-----X		
ROBERT BJORKLUND, DARYL DAVID,	:	Adversary Proc. No. 12-50965 (MFW)
MARY BETH DAVIS,	:	
MICHELE GRAU-IVERSEN,	:	
DEBORA HORVATH, JEFFREY JONES,	:	
JOHN MCMURRAY, CASEY NAULT,	:	
MICHAEL REYNOLDSON,	:	
DAVID SCHNEIDER, DAVID TOMLINSON,	:	
BRUCE ALAN WEBER, AND	:	
JEFFREY WEINSTEIN,	:	
	:	
Defendants.	:	
-----X		

**WMILT’S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
FROM, AND INTERROGATORIES AND REQUESTS FOR ADMISSION
DIRECTED TO, CLAIMANTS AND ADVERSARY PROCEEDING DEFENDANTS**

Pursuant to Rules 26, 33, 34 and 36 of the Federal Rules of Civil Procedure (the “Federal Rules”), applicable hereto pursuant to Rules 7026, 7033, 7034 and 7036 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 7026 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), WMI Liquidating Trust (“WMILT”), as successor in interest to Washington Mutual, Inc. (“WMI”) and WMI Investment Corp. (together with WMI, the “Debtors”), hereby requests that Respondents,

as defined herein, within thirty (30) days of the date hereof, (i) produce the following requested documents (each such request, a “Request for Production,” and collectively, the “Requests for Production”)², (ii) respond to the following interrogatories (each, an “Interrogatory,” and collectively the “Interrogatories”), and (iii) respond to the following requests for admission (each, an “Request for Admission” and, collectively, the “Requests for Admission” and, together with the Requests for Production and the Interrogatories, the “Discovery Requests”).

DEFINITIONS

As used herein, the following terms will have the stated meanings:

1. “2008 Leadership Bonus Agreement” means an agreement entitled “2008 Leadership Bonus” and, with respect to each particular Respondent, the 2008 Leadership Bonus Agreement referenced on Exhibit A and/or Exhibit B attached hereto.
2. “Adversary Proceedings” means each of the above-captioned adversary proceedings.
3. “Agreements” means the Cash LTI Agreements, Individual WMI Agreements, Providian Agreements, WaMu CIC Agreements, WaMu Retention Bonus Agreements, WMI Retention Bonus Agreements, Confidential Executive Separation Agreements, Other Equity Agreements and 2008 Leadership Bonus Agreements, each as defined herein, and that certain consulting services agreement, dated as of January 1, 2005, between WMI and Medina & Thompson.
4. “Bankruptcy Code” means 11 U.S.C. §101, et seq.

² All responses to this Discovery Request should be directed to WMILT’s counsel, Weil, Gotshal & Manges LLP, 767 5th Avenue, New York, New York 10153 (Attention: Brian S. Rosen, Esq. and Lawrence J. Baer, Esq.) and Akin Gump Strauss Hauer & Feld, One Bryant Park, New York, New York 10036 (Attention: Christopher L. Boyd, Esq. and Patrick M. Mott, Esq.).

5. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, in which these chapter 11 cases are currently pending.

6. “Cash LTI Agreement” means an agreement entitled “Washington Mutual, Inc. Notice of Cash Long-Term Incentive Award” and, with respect to each applicable Respondent, the Cash LTI Agreement referenced on Exhibit A and/or Exhibit B attached hereto.

7. “Claim” means, with respect to each applicable Claimant, the proof(s) of claim referenced on Exhibit A hereto.

8. “Claimants” has the meaning set forth in the *Agreed Order Establishing Procedures and Deadlines Concerning Hearing on Employee Claims and Discovery In Connection Therewith*, dated October 15, 2012 [D.I. 10777] (the “Scheduling Order”), and refers to the individuals identified on Exhibit A hereto.

9. “Communication” means any transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

10. “Concerning” means, in whole or in part, directly or indirectly, and without limitation, analyzing, commenting on, connected with, constituting, containing, contradicting, embodying, evidencing, describing, involving, memorializing, mentioning, pertaining to, referring to, reflecting, refuting, relating to, responding to, showing, supporting, or stating.

11. “Confidential Executive Separation Agreement” means an agreement entitled “Confidential Executive Separation Agreement” and, with respect to each applicable Respondent, the Confidential Executive Separation Agreement referenced on Exhibit A and/or Exhibit B attached hereto.

12. “Date” means the exact date, month, and year, if ascertainable, or if not, the best available approximation.

13. “Defendant” has the meaning set forth in the *Scheduling Order* dated November 12, 2012 with respect to the Adversary Proceedings (the “Adversary Proceeding Scheduling Order”), and refers to the individuals identified on Exhibit B hereto.

14. “Deferred Compensation Plan” means that certain Washington Mutual, Inc. Deferred Compensation Plan, amended and restated effective July 20, 2004, as subsequently amended.

15. “Documents” means any information or thing within the scope of Fed. R. Civ. P. 34, and includes, without limitation, each and every written, recorded, or graphic matter of any kind, type, nature, or description that is or has been in Your Possession, Custody, or Control, including all printed and electronic copies of electronic mail, computer files maintained in electronic form, correspondence, memoranda, tapes, stenographic or handwritten notes, written forms of any kind, charts, blueprints, drawings, sketches, graphs, plans, articles, specifications, diaries, letters, telegrams, photographs, minutes, contracts, agreements, surveys, computer printouts, data compilations of any kind, teletypes, telexes, facsimiles, emails, text messages, instant messages, voice messages, invoices, order forms, checks, drafts, statements, credit memos, reports, position reports, summaries, indices, books, ledgers, notebooks, schedules, transparencies, recordings, catalogs, advertisements, promotional materials, films, video tapes, audio tapes, CDs, computer disks, brochures, pamphlets, punch-cards, time-slips, or any written or recorded materials of any other kind, however stored (whether in tangible or electronic form), recorded, produced, or reproduced, and also including, but not limited to, drafts

or copies of any of the foregoing that contain any notes, comments, or markings of any kind not found on the original documents or that are otherwise not identical to the original documents.

16. “Equity Incentive Plan” means that certain Washington Mutual, Inc. Amended and Restated 2003 Equity Incentive Plan, as subsequently amended.

17. “ETRIP” means that certain Washington Mutual, Inc. Executive Target Retirement Income Plan, effective January 1, 2004, as amended.

18. “Executive Severance Plan” means that certain WaMu Executive Officer Severance Plan, effective as of April 1, 2008, as amended.

19. “FDIC” means the Federal Deposit Insurance Company.

20. “Hearing” means the hearing or series of hearings during which the Bankruptcy Court will consider the Objections with respect to the Claimant’s Claims, with the first such hearing presently scheduled for April 8, 2013, pursuant to the Scheduling Order.

21. “Identify” and “Identity”, when used with reference to:

a. A natural person, means that You must state: (i) the person’s full name, telephone number, and present address (or if the present address is not known, the person’s last known address); (ii) the full name and address of the person’s present and all known former employers, each corporation of which the person is an officer or director and each business in which the person is a principal; (iii) the person’s present and all known former employment position(s); and (iv) such other information sufficient to enable WMILT to identify the person;

b. Any entity other than a natural person, means that You must state: (i) the full name of the entity, the type of entity (e.g., corporation, partnership, etc.), the address of its principal place of business, its principal business activity, and, if it is a corporation, the

jurisdiction under the laws of which it has been organized and the Date of such organization;
(ii) each of the entity's officers, directors; and (iii) whatever other information You may have
Concerning the existence or Identify of the entity;

c. A Document, means that You must state: (i) the type of Document; (ii) the Date of the Document; (iii) the names of the Persons who drafted, authored, or signed the Document; (iv) the names of the Persons to whom the Document or a copy thereof was addressed or sent; (v) a summary of the subject matter of the Document; (vi) the number of pages of the Document; (vii) the present whereabouts of the Document; and (viii) the name and address of the custodian of the Document;

d. A Communication, means that You must state: (i) the substance of the Communication; (ii) the Identity of each Person between or among whom the Communication was made; (iii) the Identity of each Person present when the Communication took place; (iv) the Date and time when the Communication was made and the manner in which it occurred (e.g., meeting, telephone conversation); and (v) the Identity of each Document or writing in which such Communication was recorded or described in whole or in part.

22. "Individual WMI Agreement" means an agreement entitled "Change in Control Agreement" or "Employment Agreement", entered into by and among WMI and the respective Respondent in connection with such Respondent's former employment with WMI, and, with respect to each applicable Respondent, refers to the Individual WMI Agreement(s) referenced on Exhibit A attached hereto.

23. "JPMC" means JPMorgan Chase Bank, National Association.

24. “JPMC Transaction” means the FDIC’s purported sale of substantially all of the assets of WMB to JPMC pursuant to that certain *Purchase and Assumption Agreement, Whole Bank*, dated as of September 25, 2008.

25. “Objections” means *Debtors’ Fifth Omnibus (Substantive) Objection to Claims* [D.I. 1223], *Debtors’ Sixth Omnibus (Substantive) Objection to Claims* [D.I. 1234], *WMI Liquidating Trust’s Seventy-Ninth Omnibus (Substantive) Objection to Claims* [D.I. 10504], *WMI Liquidating Trust’s Eightieth Omnibus (Substantive) Objection to Claims* [D.I. 10505], *WMI Liquidating Trust’s Eighty-First Omnibus (Substantive) Objection to Claims* [D.I. 10506], *WMI Liquidating Trust’s Eighty-Second Omnibus (Substantive) Objection to Claims* [D.I. 10507], *WMI Liquidating Trust’s Eighty-Fourth Omnibus (Substantive) Objection to Change in Control Claims* [D.I. 10677], *WMI Liquidating Trust’s Eighty-Fifth Omnibus (Substantive) Objection to Change in Control Claims* [D.I. 10678], *Objection of WMI Liquidating Trust to Proof of Claim Filed by Claimant Medina & Thompson (Claim No. 1218)* [D.I. 10676], and *WMI Liquidating Trust’s Eighty-Eighth Omnibus (Substantive) Objection to Disputed Equity Interests* [D.I. 10681].

26. “Other Equity Agreement” means an incentive award agreement issued to you from “Home Loans Incentive Administration” or “Enterprise Incentive Administration” and, with respect to each applicable Claimant, refers to the Other Equity Agreement referenced on Exhibit A attached hereto.

27. “OTS” means the Office of Thrift Supervision.

28. “Person” means any natural person, corporation, partnership, association, joint venture, firm, or other business enterprise or legal entity.

29. “Plans” means the Deferred Compensation Plan, Equity Incentive Plan, ETRIP, Executive Severance Plan, SERAP, and WaMu Severance Plan.

30. “Possession, Custody, or Control” means in Your physical custody, or, if it is in the physical custody of any other Person, You (a) own such Document in whole or in part; (b) have a right by contract, statute, or otherwise to use, inspect, examine, or copy such Document on any terms; (c) have an understanding, express or implied, that plaintiff may use, inspect, examine, or copy such Document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such Document when You have sought to do so. Such Documents shall include, without limitation, Documents that are in the custody of Your attorney(s), other representatives, or other agents.

31. “Position” means any position, job classification, job category, employee category, job title, job group designation, job code, job family code, job description, department, and any other manner by which WMI or WMB, as applicable, refer to their employees based on the employees’ responsibilities, the services the employees perform as employees of WMI or WMB, as applicable, or other job characteristics.

32. “Providian Agreement” means a “change in control” agreement between a Claimant and Providian Financial Corporation, and with respect to each applicable Claimant, refers to the Providian Agreement referenced on Exhibit A attached hereto.

33. “Relevant Time Period” means the period beginning with the earliest Date of Your employment with WMI or WMB, as applicable, through the Date of Your responses to these Discovery Requests.

34. “Respondents” means the Claimants together with the Defendants.

35. “Retention Bonus Agreement” means either the WaMu Retention Bonus Agreement or WMI Retention Bonus Agreement, as applicable, received by Respondent and referenced on Exhibit A and/or Exhibit B attached hereto.

36. “SERAP” means the WMI Supplemental Executive Retirement Accumulation Plan.

37. “Trial” means the trial referenced in the Adversary Proceeding Scheduling Order, which will commence on a date, to be determined by the Court, after entry of an order regarding the “wrong party” issue with respect to the Objections.

38. “WaMu Severance Plan” means that certain WaMu Severance Plan, effective January 1, 2008, as amended.

39. “WMB” means Washington Mutual Bank and any related companies, predecessors-in-interest, partners, wholly or partially owned subsidiaries, divisions, past or present affiliated corporations, officers, directors, employees, agents, and all other persons or entities that have acted or that are acting on WMB’s behalf (but specifically excluding the Debtors).

40. “WaMu CIC Agreement” means an agreement entitled “Change in Control Agreement” or “Employment Agreement” that gives rise to a Claim to which Debtors or WMILT objected on the basis that it was an obligation of WMB, rather than WMI, and with respect to each applicable Claimant, refers to the WaMu CIC Agreement referenced on Exhibit A attached hereto.

41. “WaMu Retention Bonus Agreement” means an agreement providing for a “special opportunity bonus” or other retention bonus that gives rise to a claim to which Debtors or WMILT objected on the basis that it was an obligation of WMB, rather than WMI, and/or has

been offered by Respondent in support of a purported obligation that WMILT has sought to avoid by filing an Adversary Proceeding, and, with respect to each applicable Respondent, refers to the WaMu Retention Bonus Agreement referenced on Exhibit A and/or Exhibit B attached hereto.

42. “WMI” means Washington Mutual, Inc. and its officers, directors, employees, agents, and all other persons or entities that have acted or that are acting on Washington Mutual, Inc.’s behalf (but specifically excluding WMILT).

43. “WMI Retention Bonus Agreement” means an agreement providing for a “special opportunity bonus” or other retention bonus to a Respondent who, pursuant to WMILT’s books and records, was previously employed by WMI, and with respect to each applicable Respondent, refers to the WMI Retention Bonus Agreement referenced on Exhibit A and/or Exhibit B attached hereto.

44. “You” or “Your” means each Respondent, individually, and any of such Respondent’s agents or representatives, including, without limitation, his or her attorney, any consultants, and any putative experts.

INSTRUCTIONS

45. The terms used in these Discovery Requests are to be given their most expansive and inclusive interpretation unless otherwise expressly limited in a specific request. This includes, without limitation, the following:

a. construing “and” and “or” in the disjunctive or conjunctive so as to bring within the scope of the request all information that might otherwise be construed to be outside its scope;

- b. construing the singular form of a word to include the plural and the plural to include the singular;
- c. construing the term “among” to mean between or among;
- d. construing the term “any” to mean any, all, each, and every;
- e. construing masculine, feminine, or neuter pronouns to include other genders; and
- f. construing the present tense of a verb to include its past tense and vice-versa.

46. If any of the following Discovery Requests cannot be answered in full, answer or respond to the extent possible, specifying the reason for Your inability to answer or respond to the remainder and stating what information and knowledge You have concerning the unanswered portion. If Your answers are qualified, please set forth the details of such qualifications.

47. In the event You claim that any information responsive to these Discovery Requests is beyond the scope of permissible discovery, specify in detail all the grounds on which such claim rests.

48. Pursuant to Federal Rule of Civil Procedure 33(b)(3), made applicable hereto pursuant to Bankruptcy Rule 7033, You must answer each Interrogatory separately, fully, and under oath.

49. Pursuant to Federal Rule of Civil Procedure 34(b)(2)(B), made applicable hereto pursuant to Bankruptcy Rule 7034, You must answer each Request for Production by stating that production will be made or inspection will be permitted.

50. Pursuant to Federal Rule of Civil Procedure 36(a)(4), made applicable hereto pursuant to Bankruptcy Rule 7036, if You do not admit a Request for Admission, You must specifically deny it or state in detail why You cannot truthfully admit or deny it.

51. Pursuant to Federal Rule of Civil Procedure 26(b)(5), made applicable hereto pursuant to Bankruptcy Rule 7026, You must identify in Your response any documents or information You refuse to produce on the basis of any privilege, exemption, or immunity, together with information sufficient to permit WMILT to make a determination as to whether You have a proper basis for refusing to produce the document. In doing so, the following information should be supplied in writing:

- a. that information responsive to the request has been withheld;
- b. identify the request to which the information or material relates;
- c. state the privileges asserted; and
- d. describe the nature of the documents, communications, or tangible things not produced or disclosed.

52. These Discovery Requests are continuing in nature, and You must supplement or correct your answers in accordance with Federal Rule of Civil Procedure 26(e)(1).

53. Documents responsive to the Requests for Production are to be made available in their present condition and as they are kept in the ordinary course of business or labeled to identify the specific Request for Production to which they pertain.

54. These Discovery Requests are intended to cover all Documents and information in Your Possession, Custody, or Control, whether directly or indirectly.

55. Each paragraph and subparagraph herein should be construed independently and not by reference to any other paragraph or subparagraph of these requests for purposes of limitation.

56. Each Request for Production herein contemplates production of Documents in their entirety without abbreviation or expurgation. Each and every non-identical copy of a Document (whether different from the original because of stamps, indications of receipt, handwritten notes, marks, attachment to different documents or any other reason) is a separate Document to be produced.

57. If, in answering these requests, You object to the production of any Document requested on a ground other than any privilege, the work-product doctrine, or any claim of confidentiality or privacy, identify the Document with respect to which the objection is made by nature, Date, title, current custodian, addressee(s), author(s) or sender(s), recipient(s), and length or pages, or other physical descriptions sufficient to permit accurate identification, a general description of its subject matter, and state the grounds for the objection.

58. If any of the Documents requested was formerly in Your Possession, Custody, or Control but no longer is in Your Possession, Custody, or Control, state when and what disposition was made of the Document, and what efforts, if any, You made to obtain each such Document in response hereto. Further, if any such Document is not in Your Possession, Custody, or Control but You know the identity of the entity or Person currently in Possession, Custody, or Control of such Document, Identify the entity or Person who has the Documents, including the address and telephone number of the entity or Person.

59. In producing Documents maintained or kept in an electronic format, produce those Documents in the electronic format in which they are ordinarily maintained and kept, and include all metadata for each and every Document.

REQUESTS FOR PRODUCTION

Based upon and in accordance with the Definitions and Instructions set forth above, and incorporating them by reference herein, WMILT requests that Respondents respond to the following Requests for Production:

REQUEST FOR PRODUCTION 1: Produce all Documents Concerning whether WMILT is liable with respect to obligations arising under Your or any other Respondent's WaMu Retention Bonus Agreement.

REQUEST FOR PRODUCTION 2: Produce all Documents Concerning whether WMILT is liable with respect to obligations arising under Your or any other Claimant's WaMu CIC Agreement.

REQUEST FOR PRODUCTION 3: Produce all Documents Concerning whether WMILT is liable with respect to obligations arising under Your or any other Claimant's Providian Agreement.

REQUEST FOR PRODUCTION 4: Produce all Documents Concerning whether WMILT is liable with respect to obligations arising under Your or any other Respondent's Confidential Executive Separation Agreement.

REQUEST FOR PRODUCTION 5: Produce all Documents Concerning whether WMILT is liable with respect to obligations arising under Your or any other 2008 Leadership Bonus Agreement.

REQUEST FOR PRODUCTION 6: Produce all Documents Concerning whether a “change in control,” as defined in Your or any other Respondent’s WaMu Retention Bonus Agreement, occurred.

REQUEST FOR PRODUCTION 7: Produce all Documents Concerning whether a “change in control,” as defined in Your or any other Claimant’s WaMu CIC Agreement, occurred.

REQUEST FOR PRODUCTION 8: Produce all Documents Concerning whether a “change in control,” as defined in Your or any other Claimant’s Cash LTI Agreement, occurred.

REQUEST FOR PRODUCTION 9: Produce all Documents Concerning whether a “change in control,” as defined in the WaMu Severance Plan, occurred.

REQUEST FOR PRODUCTION 10: Produce all Documents Concerning whether a “change in control,” as defined in Your or any other Claimant’s Individual WMI Agreements, occurred.

REQUEST FOR PRODUCTION 11: Produce all Documents Concerning whether a “change in control,” as defined in the ETRIP, occurred.

REQUEST FOR PRODUCTION 12: Produce all Documents Concerning whether a “change in control,” as defined in Your or any other Respondent’s WMI Retention Bonus Agreement, occurred.

REQUEST FOR PRODUCTION 13: Produce all Documents Concerning whether a “change in control” or “Company Transaction”, as defined in the Equity Incentive Plan, occurred.

REQUEST FOR PRODUCTION 14: Produce all Documents Concerning the appointment of FDIC as receiver for WMB on September 25, 2008 by the Director of the OTS.

REQUEST FOR PRODUCTION 15: Produce all Documents Concerning the JPMC Transaction.

REQUEST FOR PRODUCTION 16: Produce all Documents Concerning or which Identify the assets of WMI at any time in 2008.

REQUEST FOR PRODUCTION 17: Produce all Documents Concerning the calculation of Your Claim(s) pursuant to section 502(b)(7) of the Bankruptcy Code that You will propose to the Bankruptcy Court should the Bankruptcy Court issue an order stating that Your Claim(s) is or are subject to the section 502(b)(7) cap.

REQUEST FOR PRODUCTION 18: Produce all Documents Concerning any payments You received from JPMC on or after September 26, 2008.

REQUEST FOR PRODUCTION 19: Produce all Documents Concerning the amount of Your Claim arising from the SERAP.

REQUEST FOR PRODUCTION 20: Produce all Documents and Communications Concerning Your salary, bonuses and any fringe benefits You were awarded during the Relevant Time Period.

REQUEST FOR PRODUCTION 21: Produce all Documents Concerning the amount of Your Claim arising from the ETRIP.

REQUEST FOR PRODUCTION 22: Produce all Documents Concerning Your contention that payments made to You during the time period from 2005 through 2008 pursuant to Your Providian Agreement were miscalculated.

REQUEST FOR PRODUCTION 23: Produce all Documents Concerning the termination of Your employment from WMI, WMB, or JPMC, as applicable.

REQUEST FOR PRODUCTION 24: Produce all Documents Concerning Your execution of a “Severance Agreement,” as required by Section 2.1 of the WaMu Severance Plan.

REQUEST FOR PRODUCTION 25: Produce all Documents Concerning Your execution of a “Severance Agreement,” as required by Section 3.3 of the Executive Severance Plan.

REQUEST FOR PRODUCTION 26: Produce all Documents Concerning Mr. Stephen Rotella’s execution of a “Separation Agreement” with WMI, as required by Section 6(h) of Mr. Rotella’s Individual WMI Agreement.

REQUEST FOR PRODUCTION 27: Produce all federal, state and local income tax forms, including schedules and attachments, filed by You or on Your behalf during the Relevant Time Period.

REQUEST FOR PRODUCTION 28: Produce all W-2s received by You during the Relevant Time Period.

REQUEST FOR PRODUCTION 29: Produce all wage statements, pay advices, or pay stubs You received from WMI, WMB, or JPMC, as applicable, during the Relevant Time Period.

REQUEST FOR PRODUCTION 30: Produce all employment related agreements (including, without limitation, any employment related severance agreement, separation agreement, or release) to which You are or were a party and which were executed during the Relevant Time Period.

REQUEST FOR PRODUCTION 31: Produce all Documents Concerning Your or any other Respondent’s Retention Bonus Agreement.

REQUEST FOR PRODUCTION 32: Produce all Documents Concerning Your or any other Claimant’s WaMu CIC Agreement.

REQUEST FOR PRODUCTION 33: Produce all Documents Concerning Your or any other Claimant’s Providian Agreement.

REQUEST FOR PRODUCTION 34: Produce all Documents Concerning Your or any other Respondent's Cash LTI Agreement.

REQUEST FOR PRODUCTION 35: Produce all Documents Concerning Your or any other Respondent's 2008 Leadership Bonus Agreement.

REQUEST FOR PRODUCTION 36: Produce all Documents Concerning Your or any other Respondent's Confidential Executive Separation Agreement.

REQUEST FOR PRODUCTION 37: Produce all Documents Concerning Your or any other Claimant's Other Equity Agreement.

REQUEST FOR PRODUCTION 38: Produce all Documents Concerning any services or work You performed for or on behalf of WMI.

REQUEST FOR PRODUCTION 39: For each Position You held at WMI, produce all Documents that establish or evidence the department, division or area within which You worked.

REQUEST FOR PRODUCTION 40: Produce all Documents Concerning any services or work You performed for or on behalf of WMB.

REQUEST FOR PRODUCTION 41: For each Position You held at WMB, produce all Documents that establish or evidence the department, division or area within which You worked.

REQUEST FOR PRODUCTION 42: Produce all Documents (including without limitation plan documents, summary plan descriptions, and any notices) Concerning any deferred compensation, severance, or other employee benefit plan (including any of the Plans) in which You were a participant, member or beneficiary during Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 43: Produce all forms of employee identification issued to You during Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 44: Produce all employee manuals or other handbooks that were issued to You in connection with Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 45: Produce all Documents and Communications (including, without limitation, all emails) between WMI, on the one hand, and You, on the other hand, Concerning Your employment with WMI or WMB.

REQUEST FOR PRODUCTION 46: Produce all Documents and Communications (including, without limitation, all emails) between WMB, on the one hand, and You, on the other hand, Concerning Your employment with WMI or WMB.

REQUEST FOR PRODUCTION 47: Produce all applications, forms, or other Documents submitted to third-parties (including, without limitation, applications for any credit card, home loan or refinance, or auto-loan) during the Relevant Time Period on which You were asked to identify Your present or past employers.

REQUEST FOR PRODUCTION 48: Produce all resumes You submitted to any prospective employer or employment search firm during the Relevant Time Period.

REQUEST FOR PRODUCTION 49: Produce all Documents and Communications relating to employment offers You received during the Relevant Time Period.

REQUEST FOR PRODUCTION 50: Produce all Documents and Communications (including, without limitation, all emails) between You, on the one hand, and any other Person, on the other hand, Concerning whether a “change in control” occurred pursuant to the terms of (i) any of the Agreements or Plans; (ii) any other individual employment related agreement with a “change in control” provision to which Debtors or WMILT objected on a “wrong party” basis; and (iii) any other contract or employee benefit plan containing a “change in control” provision

to which WMILT objected on the basis that no “change in control” occurred pursuant to the terms of such agreement or employee benefit plan.

REQUEST FOR PRODUCTION 51: Produce all Documents and Communications (including, without limitation, all emails) between You, on the one hand, and any other Person, on the other hand, Concerning whether WMI and/or WMILT is liable to You or any other Respondent pursuant to (i) any of the Agreements or Plans to which WMILT objected on a “wrong party” basis; and (ii) any other individual employment related agreement to which Debtors or WMILT objected on a “wrong party” basis.

REQUEST FOR PRODUCTION 52: Produce all Documents and Communications (including, without limitation, all emails) between You, on the one hand, and any other Person, on the other hand, Concerning whether WMI or WMB was Your employer.

REQUEST FOR PRODUCTION 53: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Board of Directors of WMI.

REQUEST FOR PRODUCTION 54: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Board of Directors of WMB.

REQUEST FOR PRODUCTION 55: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Human Resources Committee of the Board of Directors of WMI.

REQUEST FOR PRODUCTION 56: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Human Resources Committee of the Board of Directors of WMB.

REQUEST FOR PRODUCTION 57: Produce all Documents Concerning the Plan Administration Committee, as plan administrator for either the ETRIP or the WaMu Severance Plan.

REQUEST FOR PRODUCTION 58: Produce all Documents Concerning each geographic location at which You worked during Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 59: Produce Documents Concerning each geographic location at which You worked during Your employment with JPMC.

REQUEST FOR PRODUCTION 60: Produce Documents or other evidence identified or referred to in Your responses to the Interrogatories set forth below, or upon which You relied in answering the Interrogatories.

REQUEST FOR PRODUCTION 61: Produce Documents or other evidence identified or referred to in Your responses to the Requests for Admission set forth below, or upon which You relied in responding to the Requests for Admission.

REQUEST FOR PRODUCTION 62: Produce all documents that You expect to introduce into evidence or refer to at the Hearing.

REQUEST FOR PRODUCTION 63: Produce all documents that You expect to introduce into evidence or refer to at the Trial.

INTERROGATORIES

Based upon and in accordance with the Definitions and Instructions set forth above, and incorporating them by reference herein, WMILT requests that Respondents respond to the following Interrogatories:

INTERROGATORY 1: Identify each Person involved in any manner in the preparation of Your responses to these Discovery Requests.

INTERROGATORY 2: Identify all witnesses, including any experts, who You may call to testify at the Hearing.

INTERROGATORY 3: Identify all Documents or other materials that You intend to introduce into evidence at the Hearing.

INTERROGATORY 4: Identify all witnesses, including any experts, who You may call to testify at the Trial.

INTERROGATORY 5: Identify all Documents or other materials that You intend to introduce into evidence at the Trial.

INTERROGATORY 6: Provide Your complete education history, including each degree and professional certification You have received, including the name of the institution that conferred the degree or certificate and the Date it was conferred.

INTERROGATORY 7: Provide Your complete employment history, including applicable Dates, Positions held, the address of Your office and responsibilities during the Relevant Time Period.

INTERROGATORY 8: Provide a detailed description of the services You rendered to (a) WMB and (b) if applicable, WMI.

INTERROGATORY 9: Provide an estimate of the percentage of the amount of hours per week You spent performing work directly for WMI.

INTERROGATORY 10: Provide a full history of any compensation received from (a) WMB and (b) if applicable, WMI.

INTERROGATORY 11: For each position You held at WMB, identify to whom You directly reported.

INTERROGATORY 12: State the cap amount You will propose to the Bankruptcy Court pursuant to section 502(b)(7) of the Bankruptcy Code, should the Bankruptcy Court issue an order stating that Your Claim(s) is or are subject to the section 502(b)(7) cap, and Identify the elements of compensation, and the specific amount for each such element, You used to calculate the cap amount.

INTERROGATORY 13: State all facts that support Your contention that Your “annual compensation,” for purposes of section 502(b)(7), should be calculated as defined in the applicable section of Your Individual WMI Agreement or WaMu CIC Agreement, as applicable.

INTERROGATORY 14: State all facts that support Your contention that the amount of any cap applied to Your Claim(s) pursuant to section 502(b)(7) should be equal to the amount of Your Claim(s).

INTERROGATORY 15: State all facts that support Your contention that WMILT is liable with respect to obligations arising under any of the Agreements entered into by You.

INTERROGATORY 16: State all facts that support Your contention that a “change in control,” as defined in any of the Agreements entered into by You, occurred.

INTERROGATORY 17: State all facts that support Your contention that a “change in control,” as defined in any of the Plans in which You were a participant, beneficiary, or member, occurred.

INTERROGATORY 18: State all facts that support Your contention that WMB’s assets constituted all or substantially all of WMI’s assets.

INTERROGATORY 19: State all facts that support Your contention that WMI’s Board of Directors made a determination or finding that a “change in control” occurred pursuant to the terms of any of the Agreements or Plans.

INTERROGATORY 20: State all facts that support Your contention that WMI and/or WMB entered into each Agreement in the ordinary course of business.

INTERROGATORY 21: State all facts that support Your contention that WMI received reasonably equivalent value in exchange for each Agreement.

INTERROGATORY 22: State all facts that support Your contention that WMI was solvent at the time each Agreement You entered into was executed.

INTERROGATORY 23: State all facts that support Your contention that during any period of twenty-five (25) consecutive calendar months a majority of the Board of Directors of WMI ceased to be composed of individuals who were members of the Board of Directors of WMI on the first day of such period.

INTERROGATORY 24: State all facts that support Your contention that WMILT is not entitled to a set-off or other credit against Your Claim for any payments You received from JPMC.

INTERROGATORY 25: State all facts that support Your contention that “WMB was responsible for all payroll and administrative activity for WMI.”

INTERROGATORY 26: State all facts that support Your contention that “all business operations were run through WMB.”

INTERROGATORY 27: Identify all employment related agreements (including without limitation any employment related severance agreement, separation agreements, or release) to which You are or were a party and which were executed during the Relevant Time Period, and specify the Date each employment related agreement was executed by You.

INTERROGATORY 28: Identify each Date on which You received payment of all or a portion of Your Retention Bonus Agreement, the amount of each such payment and the entity that made the payment to You.

INTERROGATORY 29: Identify each Date on which You received payment of all or a portion of Your Cash LTI Agreement, the amount of each such payment and the entity that made the payment to You.

INTERROGATORY 30: Identify each Date on which You received payment of all or a portion of Your 2008 Leadership Bonus Agreement, the amount of each such payment and the entity that made the payment to You.

INTERROGATORY 31: Identify each Date on which You received payment of all or a portion of Your Confidential Executive Separation Agreement, the amount of each such payment and the entity that made the payment to You.

INTERROGATORY 32: Identify the portion of Your Retention Bonus Agreement that You assert remains unpaid.

INTERROGATORY 33: Identify the portion of Your Cash LTI Agreement that You assert remains unpaid.

INTERROGATORY 34: Identify the portion of Your 2008 Leadership Bonus Agreement that You assert remains unpaid.

INTERROGATORY 35: Identify the portion of Your Confidential Executive Separation Agreement that You assert remains unpaid.

INTERROGATORY 36: Identify each prospective employer to whom You submitted an application during the Relevant Time Period, including the name of the prospective employer,

the position You applied for, the Date of Your application and the compensation package You expected to receive.

INTERROGATORY 37: State all facts supporting Your contention that WMI is the successor to Providian Financial Corporation with respect to Your Providian Agreement.

INTERROGATORY 38: State all facts that support Your contention that You satisfied all eligibility requirements set forth in Your Retention Bonus Agreement, including, without limitation, that You experienced a “job elimination” as such term is defined in the WaMu Severance Plan.

INTERROGATORY 39: State all facts that support Your contention that WMI breached its fiduciary duties by filing one of the Objections with respect to Your Claim.

INTERROGATORY 40: Identify each geographic location at which You worked during Your employment with WMI or WMB, as applicable, and state the time period during which You worked at each such location.

INTERROGATORY 41: Identify each geographic location at which You worked during Your employment with JPMC, and state the time period during which You worked at each such location.

INTERROGATORY 42: State all facts that support Your contention that You are entitled to recover attorney’s fees in connection with Your Claim.

INTERROGATORY 43: State the entire amount You are seeking to recover with respect to Your Claim, and explain the basis for Your calculation of that amount.

INTERROGATORY 44: State all facts that support Your contention that Your WMI Retention Bonus Agreement was amended to include benefits upon the occurrence of a “change in control” event.

INTERROGATORY 45: State all facts that support Your contention that WMILT is liable to You pursuant to California Labor Code Section 1201 and 1203 (or California Labor Code Section 201 and 203, if that is what was intended in Your Claim).

INTERROGATORY 46: State all facts that support Your contention that the WaMu CIC Agreements were intended to compensate You in connection with a seizure of WMB by the FDIC.

INTERROGATORY 47: List the amounts of all payments You received from JPMC, the reason for, components of, and Date of such payments.

INTERROGATORY 48: State all facts that support Your contention that WMI was intended as a party to Your WaMu CIC Agreement or WaMu Retention Bonus Agreement, as applicable.

REQUESTS FOR ADMISSION

Based upon and in accordance with the Definitions and Instructions set forth above, and incorporating them by reference herein, WMILT requests that Respondents respond to the following Requests for Admission:

REQUEST FOR ADMISSION 1: Admit that You were not an employee of WMI during the Relevant Time Period.

REQUEST FOR ADMISSION 2: Admit that You were an employee of WMB during the Relevant Time Period.

REQUEST FOR ADMISSION 3: Admit that You were an “insider,” as that term is defined in the Bankruptcy Code, of WMI during the Relevant Time Period.

REQUEST FOR ADMISSION 4: Admit that You were an “insider,” as that term is defined in the Bankruptcy Code, of WMB during the Relevant Time Period.

REQUEST FOR ADMISSION 5: Admit that each Agreement You entered into, as reflected on Exhibit B, constitutes an obligation incurred by WMI and/or WMB for Your benefit.

REQUEST FOR ADMISSION 6: Admit that Your Retention Bonus Agreement is an “employment contract” as that term is used in the Bankruptcy Code.

REQUEST FOR ADMISSION 7: Admit that Your Cash LTI Agreement is an “employment contract” as that term is used in the Bankruptcy Code.

REQUEST FOR ADMISSION 8: Admit that Your 2008 Leadership Bonus Agreement is an “employment contract” as that term is used in the Bankruptcy Code.

REQUEST FOR ADMISSION 9: Admit that Your Confidential Executive Separation Agreement is an “employment contract” as that term is used in the Bankruptcy Code.

REQUEST FOR ADMISSION 10: Admit that Your Retention Bonus Agreement was offered to You outside the ordinary course of business.

REQUEST FOR ADMISSION 11: Admit that Your Cash LTI Agreement was offered to You outside the ordinary course of business.

REQUEST FOR ADMISSION 12: Admit that Your 2008 Leadership Bonus Agreement was offered to You outside the ordinary course of business.

REQUEST FOR ADMISSION 13: Admit that Your Confidential Executive Separation Agreement was offered to You outside the ordinary course of business.

REQUEST FOR ADMISSION 14: Admit that You did not apply for employment, other than employment with WMI and/or WMB, from January 1, 2007 through September 25, 2008.

REQUEST FOR ADMISSION 15: Admit that You did not receive an offer of employment, other than employment with WMI and/or WMB, from January 1, 2007 through September 25, 2008.

REQUEST FOR ADMISSION 16: Admit that Your continued employment with WMI and/or WMB, as applicable, was not essential to the continued survival of WMI and/or WMB at the time Your Retention Bonus Agreement was executed.

REQUEST FOR ADMISSION 17: Admit that Your continued employment with WMI and/or WMB, as applicable, was not essential to the continued survival of WMI and/or WMB at the time Your Cash LTI Agreement was executed.

REQUEST FOR ADMISSION 18: Admit that Your continued employment with WMI and/or WMB, as applicable, was not essential to the continued survival of WMI and/or WMB at the time Your 2008 Leadership Bonus Agreement was executed.

REQUEST FOR ADMISSION 19: Admit that WMI was insolvent at the time Your Retention Bonus Agreement was executed.

REQUEST FOR ADMISSION 20: Admit that WMI was insolvent at the time Your Cash LTI Agreement was executed.

REQUEST FOR ADMISSION 21: Admit that WMI was insolvent at the time Your 2008 Leadership Bonus Agreement was executed.

REQUEST FOR ADMISSION 22: Admit that WMI was insolvent at the time Your Confidential Executive Separation Agreement was executed.

REQUEST FOR ADMISSION 23: Admit that You had reasonable cause to believe that WMI was insolvent at the time Your Retention Bonus Agreement was executed.

REQUEST FOR ADMISSION 24: Admit that You had reasonable cause to believe that WMI was insolvent at the time Your Cash LTI Agreement was executed.

REQUEST FOR ADMISSION 25: Admit that You had reasonable cause to believe that WMI was insolvent at the time Your 2008 Leadership Bonus Agreement was executed.

REQUEST FOR ADMISSION 26: Admit that You had reasonable cause to believe that WMI was insolvent at the time Your Confidential Executive Separation Agreement was executed.

REQUEST FOR ADMISSION 27: Admit that WMI was insolvent on September 25, 2008.

REQUEST FOR ADMISSION 28: Admit that at the time You executed Your Retention Bonus Agreement, You would have remained employed with WMI and/or WMB, as applicable, even if You had not received Your Retention Bonus Agreement.

REQUEST FOR ADMISSION 29: Admit that at the time You executed Your Cash LTI Agreement, You would have remained employed with WMI and/or WMB, as applicable, even if You had not received Your Cash LTI Agreement.

REQUEST FOR ADMISSION 30: Admit that at the time You executed Your 2008 Leadership Bonus Agreement, You would have remained employed with WMI and/or WMB, as applicable, even if You had not received Your 2008 Leadership Bonus Agreement.

REQUEST FOR ADMISSION 31: Admit that You did not provide reasonably equivalent value to WMI in exchange for Your Retention Bonus Agreement.

REQUEST FOR ADMISSION 32: Admit that You did not provide reasonably equivalent value to WMI in exchange for Your Cash LTI Agreement.

REQUEST FOR ADMISSION 33: Admit that You did not provide reasonably equivalent value to WMI in exchange for Your 2008 Leadership Bonus Agreement.

REQUEST FOR ADMISSION 34: Admit that You did not provide reasonably equivalent value to WMI in exchange for Your Confidential Executive Separation Agreement.

Dated: Wilmington, Delaware
December 9, 2012

/s/ Amanda R. Steele

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Attorneys for WMI Liquidating Trust

EXHIBIT A

Claimant	Claim Number	Components	Component Date³
Allison, Susan C.	3222	WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Bach, Edward F.	2855	WaMu CIC Agreement	Effective 1/3/06
		WaMu Retention Bonus Agreement	Issued 4/23/08
	n/a	Equity Incentive Plan	n/a
Baker, Todd	2274	Individual WMI Agreement	Effective 12/13/07
		WMI Retention Bonus Agreement	Issued 7/22/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Bartels, Melba Ann	1140	WaMu CIC Agreement	Effective 12/17/07
	1142	WaMu Retention Bonus Agreement	Issued 3/19/08
	n/a	Equity Incentive Plan	n/a
Batt, Robert N.	2499	WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Beck, David	1344	ETRIIP	n/a
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Beckett, Sean	1714	WaMu CIC Agreement	Date unknown
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Berens, Henry J.	2129	WaMu Retention Bonus Agreement	Issued 3/19/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Bivert, Bruce W.	3371	WaMu CIC Agreement	Effective 9/12/07
		WaMu Retention Bonus Agreement	Issued 4/23/08

³ The documents identified herein are intended to include any existing amendments to such documents, as applicable.

Claimant	Claim Number	Components	Component Date ³
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Bjorklund, Robert	2880	WaMu Severance Plan	n/a
		WaMu Retention Bonus Agreement	Issued 8/18/08
	n/a	Equity Incentive Plan	n/a
Boxberger, Robert C.	2363	Providian Agreement	Issued 1/27/04
Bozzuti, Anthony Joseph	3907	WaMu CIC Agreement	Issued 12/17/07
		WaMu Retention Bonus Agreement	Issued 9/05/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Brady, Gary	2178	WaMu Severance Plan	n/a
Brennan, Carey M.	154	WaMu Retention Bonus Agreement	Issued 3/10/08
	n/a	Equity Incentive Plan	n/a
Brooks, Alfred	2159	Individual WMI Agreement	Date unknown
		ETRIIP	n/a
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Brouwer, Curt	3175	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 3/20/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Browning, John M.	2804	WaMu CIC Agreement	Effective 12/17/07
		Confidential Executive Separation Agreement	Executed 8/4/08
	n/a	Equity Incentive Plan	n/a
Camas, Gregory G.	4079	WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Cannon, Kimberly A.	1248	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus	Issued 3/19/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Carlisle, Gregory Alan	3944	WaMu CIC Agreement	Effective 8/14/06
	n/a	Equity Incentive Plan	n/a

Claimant	Claim Number	Components	Component Date ³
Casey, Thomas	2687	Individual WMI Agreement	Date unknown
		ETRIP	n/a
	n/a	Equity Incentive Plan	n/a
Darakhovskiy, Gennadiy	2571	Cash LTI Agreement	Date unknown
		WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
David, Daryl	3687	Individual WMI Agreement	Executed 12/13/07
		WMI Retention Bonus Agreement	Issued 7/22/08
		ETRIP	n/a
		Executive Severance Plan	n/a
	n/a	Equity Incentive Plan	n/a
Davis, Mary Beth	844	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 8/7/08
		2008 Leadership Bonus Agreement	Issued 7/21/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Domer, Jake D.	614	WaMu Retention Bonus Agreement	Issued 4/23/08
	n/a	Equity Incentive Plan	n/a
Duck, Duane	744	WaMu Severance Plan	n/a
	n/a	Equity Incentive Plan	n/a
Eshenbach, Andrew J.	557	WaMu CIC Agreement	Effective 7/9/07
	n/a	Equity Incentive Plan	n/a
Everett, Camille	651	WaMu Severance Plan	n/a
	n/a	Equity Incentive Plan	n/a
Ferguson, Jacqueline	3829	Other Equity Agreement	Dated 3/31/06
Finzer, William	3453	WaMu CIC Agreement	Effective 1/1/05
	3461	WaMu Retention Bonus Agreement	Issued 3/1/06
	n/a	Equity Incentive Plan	n/a
Fortunato, Stephen	991	WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Foster, Brian T.	612	WaMu Retention Bonus Agreement	Issued 8/25/08

Claimant	Claim Number	Components	Component Date ³
	637	WaMu CIC Agreement	Effective 4/1/07
	n/a	Equity Incentive Plan	n/a
Freilinger, Peter	133	WaMu Retention Bonus Agreement	Issued 8/18/08
	n/a	Equity Incentive Plan	n/a
Fukui, Keith O.	710	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 8/07/08
	n/a	Equity Incentive Plan	n/a
Gaspard, Matthew	1133	WaMu CIC Agreement	Effective 9/12/07
	n/a	Equity Incentive Plan	n/a
Grau Iversen, Michelle S.	610	WaMu Retention Bonus Agreement	Issued 8/7/08
	613	WaMu CIC Agreement	Effective 9/12/07
	617	2008 Leadership Bonus Agreement	Issued 7/21/08
	n/a	Equity Incentive Plan	n/a
Hill, Robert C.	636	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 8/7/08
		2008 Leadership Bonus Agreement	Issued 7/21/08
	n/a	Equity Incentive Plan	n/a
Horvath, Debora	2683	Individual WMI Agreement	Date unknown
		ETRIP	n/a
		WMI Retention Bonus Agreement	Issued 7/22/08
	n/a	Equity Incentive Plan	n/a
Jones, Jeffrey	2106	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 6/19/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Kapoor, Rajiv	1069	WaMu CIC Agreement	Effective 7/1/07
	n/a	Equity Incentive Plan	n/a
Kido, Kenneth E.	1085	WaMu Retention Bonus Agreement	Issued 3/19/08
	1086	WaMu CIC Agreement	Effective 9/12/07
	n/a	Equity Incentive Plan	n/a
Lehrberger, Suzanne R.	3763	WaMu CIC Agreement	Effective 12/18/06
	n/a	Equity Incentive Plan	n/a
Lowery, Ronald M.	2078	WaMu CIC Agreement	Date unknown

Claimant	Claim Number	Components	Component Date ³
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Malone, Marc	466	Cash LTI Agreement	Issued 2/6/08
		WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
McCarthy, Michelle	2497	Cash LTI Agreement	Issued 2/6/08
		WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 3/19/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
McCarthy, Susan	806	WaMu Retention Bonus Agreement	Issued 9/5/06
	n/a	Equity Incentive Plan	n/a
McMurray, John	2543	Individual WMI Agreement	Effective 5/1/08
		ETRIIP	n/a
		Cash LTI Agreement	Issued 2/6/08
		WaMu Retention Bonus Agreement	Issued 7/22/08
	n/a	Equity Incentive Plan	n/a
Melby, Randy	2364	WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Melo, Joe Anthony	3165	Other Equity Agreement	Dated 3/31/06
Merritt, Robert G.	2351	Providian Agreement	Issued 1/27/04
Mileur, Rachelle M.	3580	WaMu CIC Agreement	Effective 7/30/03
		WaMu Retention Bonus Agreement	Issued 8/04/08
	n/a	Equity Incentive Plan	n/a
Morales, Julie	627	WaMu Retention Bonus Agreement	Issued 8/15/08
Morgan, Thomas E.	2607	WaMu Retention Bonus Agreement	Issued 3/19/08
	2612	WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Murphy, John H.	2033	WaMu CIC Agreement	Effective 1/01/02
	2031	Commissions Statement	Undated (attached to POC)
	n/a	Equity Incentive Plan	n/a
Nault, Casey	2595	WaMu Severance Plan	n/a
		WaMu Retention Bonus Agreement	Issued 9/15/08

Claimant	Claim Number	Components	Component Date ³
Rapaport, Michael	629	Providian Agreement	Issued 1/27/04
		SERAP	n/a
Reynoldson, Michael A.	752	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 9/15/08
	n/a	Equity Incentive Plan	n/a
Rodrigues, Laura C. Rogers	2673	WaMu CIC Agreement	Effective 3/26/06
		Providian Agreement	Issued 7/20/04
n/a	Equity Incentive Plan	n/a	
Rodriguez, Luis P.	2149	WaMu CIC Agreement	Effective 3/26/06
		Providian Agreement	Issued 7/20/04
	n/a	Equity Incentive Plan	n/a
Rotella, Stephen	2249	Individual WMI Agreement	12/20/04, as amended
		Executive Severance Plan	n/a
	2107	ETRIP	n/a
	n/a	Equity Incentive Plan	n/a
Schneider, David	2681	Individual WMI Agreement	Effective 12/14/07
		WMI Retention Bonus Agreement	Issued 7/22/08
		ETRIP	n/a
	n/a	Equity Incentive Plan	n/a
Schrag, Janquelin F.	2471	WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Schulte, Patricia	1092	WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Shanks, Daniel	2360	Providian Agreement	Issued 7/15/04
Sharma, Chandan	2539	Cash LTI Agreement	Issued 2/06/08
		WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Smith, Genevieve	2264	WaMu CIC Agreement	Effective 12/17/07
	2265	WaMu Retention Bonus Agreement	Issued 3/19/08
	n/a	Equity Incentive Plan	n/a

Claimant	Claim Number	Components	Component Date ³
Sorensen, Jacob E.	1380	WaMu Retention Bonus Agreement	Issued 8/19/08
	1388	WaMu CIC Agreement	Effective 7/01/07
	n/a	Equity Incentive Plan	n/a
Stearns, Steven Kenneth	340	WaMu CIC Agreement	Effective 7/01/06
	n/a	Equity Incentive Plan	n/a
Stein, Steven F.	2601	WaMu Retention Bonus Agreement	Issued 4/11/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Stevens, Mitchell	3839	WaMu CIC Agreement	Effective 12/17/07
	376	Cash LTI Agreement	Issued 2/06/08
	n/a	Equity Incentive Plan	n/a
Strauch, Richard	2420	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 8/07/08
		Providian Agreement	Issued 1/27/04
		Cash LTI	Issued 2/06/08
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Suchan, Jane	4055	WaMu Retention Bonus Agreement	Issued 9/23/08
		WaMu CIC Agreement	Effective 1/01/07
	n/a	Equity Incentive Plan	n/a
Tagunicar, Jose O .N.	2367	Providian Agreement	Issued 7/15/04
Tall, Craig	3946	Individual WMI Agreement	Effective 1/21/08
	3948	ETRIIP	n/a
Tauber, Andrew	3941	Cash LTI Agreement	Issued 2/06/08
		WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Thompson, Radha	1153	Cash LTI Agreement	Issued 2/06/08
		WaMu CIC Agreement	Effective 12/17/07
	n/a	Equity Incentive Plan	n/a
Tierney, Ann	3862	Cash LTI Agreement	Issued 2/06/08
		WaMu CIC Agreement	Effective 12/17/07
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a

Claimant	Claim Number	Components	Component Date ³
Tomlinson, David A.	1390	WaMu CIC Agreement	Effective 12/17/07
		WaMu Retention Bonus Agreement	Issued 8/07/08
	n/a	SERAP	n/a
Vuoto, Anthony	n/a	Equity Incentive Plan	n/a
	985	WMI Retention Bonus Agreement	Issued 7/22/08
	997	Individual WMI Agreement	Effective 12/20/07
n/a	Equity Incentive Plan	n/a	
Webber, John	2348	Providian Agreement	Issued 1/27/04
Weber, Bruce	658	WaMu CIC Agreement	Effective 9/16/03
	749	WaMu Retention Bonus Agreement	Issued 8/04/08
	n/a	Equity Incentive Plan	n/a
Weinstein, Jeffrey P.	996	WaMu Retention Bonus Agreement	Issued 9/05/08
		WaMu CIC Agreement	Effective 0/03/08
Whittaker, Stephen E.	2832	WaMu CIC Agreement	Effective 12/17/07
	3458	WaMu Retention Bonus Agreement	Issued 2/13/08
	3459	2008 Leadership Bonus Agreement	Dated 7/21/08
	n/a	Equity Incentive Plan	n/a
Williams, Robert	3929	Individual WMI Agreement	Effective 3/07/08
		WMI Retention Bonus Agreement	Issued 3/19/08
		Executive Severance Plan	n/a
		SERAP	n/a
	n/a	Equity Incentive Plan	n/a
Woods, John F.	3039	WaMu Retention Bonus Agreement	Issued 3/19/08
	n/a	Equity Incentive Plan	n/a
Wu, Weijia ("Vicky")	3920	WaMu Severance Plan	n/a
	112	WaMu Retention Bonus Agreement	Issued 8/18/08
	n/a	Equity Incentive Plan	n/a
Yeu, Kathy H.	2354	Providian Agreement	Issued 7/15/04
Zarro, Michael R.	1743	WaMu Retention Bonus Agreement	Dated 4/11/08
	n/a	Equity Incentive Plan	n/a
Medina & Thompson	1218	Consulting Agreement	Executed 3/15/05
Harrington, Tammy	n/a	Equity Incentive Plan	n/a
Rust, Kathleen	n/a	Equity Incentive Plan	n/a

Claimant	Claim Number	Components	Component Date³
Said, Foad	n/a/	Equity Incentive Plan	n/a
Turk, Benjamin	n/a	Equity Incentive Plan	n/a

EXHIBIT B**ADVERSARY PROCEEDING DEFENDANTS**

Defendant	Adversary Proceeding Number	Type of Agreement
Anthony Bozzuti	10-53131	Retention Bonus Agreement
Edward Bach	10-53132	Retention Bonus Agreement
Rachel Mileur	10-53133	Retention Bonus Agreement
Henry Berens	10-53134	Retention Bonus Agreement
Keith Fukui	10-53139	Retention Bonus Agreement
Michael Zarro	10-53143	Retention Bonus Agreement
Chandan Sharma	10-53147	Cash LTI Agreement
Stephen Whittaker	10-53150	Retention Bonus Agreement; 2008 Leadership Bonus Agreement
Marc Malone	10-53152	Cash LTI Agreement
Robert Hill	10-53153	Retention Bonus Agreement; 2008 Leadership Bonus Agreement
Thomas Morgan	10-53154	Retention Bonus Agreement
John Browning	10-53156	Confidential Executive Separation Agreement
Ann Tierney	11-53299	Cash LTI Agreement
Todd Baker	11-54031	Retention Bonus Agreement
Richard Strauch	12-50848	Retention Bonus Agreement; Cash LTI Agreement
Gennadiy Darakhovskiy	12-50902	Cash LTI Agreement
Robert Bjorklund	12-50965	Retention Bonus Agreement
Daryl David	12-50965	Retention Bonus Agreement

Mary Beth Davis	12-50965	Retention Bonus Agreement
Michele Grau-Iversen	12-50965	Retention Bonus Agreement
Debora Horvath	12-50965	Retention Bonus Agreement
Jeffrey Jones	12-50965	Retention Bonus Agreement
John McMurray	12-50965	Retention Bonus Agreement
Casey Nault	12-50965	Retention Bonus Agreement
Michael Reynoldson	12-50965	Retention Bonus Agreement
David Schneider	12-50965	Retention Bonus Agreement
David Tomlinson	12-50965	Retention Bonus Agreement
Bruce Alan Weber	12-50965	Retention Bonus Agreement
Jeffrey Weinstein	12-50965	Retention Bonus Agreement

