Docket #11139 Date Filed: 3/18/2013

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
WASHINTON MUTUAL, INC., et al. 1/	:	
Debtors	:	**Case No. 08-12229 (MFW)**
	:	
	:	**(Jointly Administered)**
	:	
	:	**Hearing Date: March 25, 2013 - 10:30 a.m.(ET)**
	:	**Objection Date: March 18, 2013- 4:00 p.m.(ET)**

Name of Claimant: **Camille Everett**
Claim Number: **651**
Amount of Claim: **$294,343.19 (See, Section V, page 10)**
Filed: **December 2008**

CLAIMANT CAMILLE EVERETT'S OBJECTION TO WMI LIQUIDATING TRUST'S MOTION TO FOR LEAVE TO AMEND THE EIGHTY-SECOND OMNIBUS (SUBSTANTIVE) OBJECTION AND ANY OTHER OBJECTIONS TO THE EXTENT THAT THEY WILL FURTHER DELAY THE CLAIM; FOR ALLOWANCE OF CLAIM AND REQUEST FOR SANCTIONS

This Objection ("Objection") is made to the Motion for Leave to Amend the Eighty-Second Omnibus (Substantive) Objection to Change in Control Claims by WMI Liquidating Trust (WMILT) as successor to Washington Mutual, Inc. (WMI) ("Objection"), on the grounds that it lacks merit, is in bad faith, and unfairly continues to delay allowance and payment on Claim Number 651 filed December 2008, over four years ago, without any meritorious grounds.

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By this Opposition, Claimant also requests that this Court disallow this continued pattern of delay and harassment employed by WMILT and its counsel, who together with the Trustees, lawyers and administrators, are the only ones being paid from assets that were outright pledged to the WaMu Severance Plan Amended and Restated Effective January 1, 2008 ("Plan") and the Change In Control benefits of the Plan. WMILT's tactics include the inexplicable combining of the simple Plan claims with the other Omnibus Objections to CIC claims and the propounding of lengthy and unnecessary discovery on individual Plan claimants without any merit. The result is that the Claimants get worn down, the Claims are confused, and Claimants are denied timely payment, and likely any payment due only to these tactics.

A Washington Mutual colleague, a claimant on prior Objection proceedings in this case, stated it well to Claimant recently: "They just kept sending pleadings, notices and hearings until the Claims just went away." Thus, this Claimant sets forth this Objection, requests that the court order WMILT to allow the Claim of this Claimant on the merits forthwith (see further, below), and to grant sanctions for the Motion that is not well-taken in any respect. At a minimum, this Court should separate this Objection from the other Objections, particularly if amendment will result in further delay, and hear the Plan claims immediately.

I.

THERE WAS A CHANGE OF CONTROL WITHIN THE INTENT OF THE PLAN AND THE PROPOSED AMENDED OBJECTION IS DISINGENUOUS

The Plan summary provided by Washington Mutual ("Employer") to Claimant as required by ERISA (and which was the only Plan document provided by Employer to Claimant) and related correspondence from Employer to Claimant defined the Change in Control to include any transfer of assets of Company Washington Mutual Bank (WMB). It is undisputed that the assets

of the Company were transferred by reason of OTS, FDIC and J.P. Morgan Chase (JPMC). The Plan identifies WMI as the sponsor of the Plan, and further states that the assets of WMI (as the Sponsor) are the assets which back the Plan and are liable for the Plan agreements, including the CIC. The Plan summary provided to Claimant states: "'Change in Control' is generally defined as an acquisition of the Company by merger, consolidation, asset acquisition or stock purchase. "Company" is defined as WMB. And, there was an acquisition of the assets of WMB by JPMC, via the FDIC as receiver. Public records including records on the FDIC website, including the JPMC Acquisition Agreement, establish the Change in Control.

The Plan, a welfare plan that was funded by the assets of WMI, provided that upon termination after Change in Control, Claimant would be paid as stated in the Plan. Under ERISA, WMI is obligated to pay the amount due under the Plan. The Plan calculation is specific, and does not include deduction of any monies paid to Claimant from any other party or any other law. (E.g. there is no Cap. WMI is the Administrator and Sponsor, and as such, is in breach of its fiduciary duties under the Plan governed by ERISA.)

Turning to the proposed Amended Eighty-Second Omnibus Objection to Change In Control Claims, the lack of merit is evident: First, WMILT argues that there was not a change in control of WMI. This is disingenuous in several respects. The Plan Summary, provided to the employees including Claimant, stated expressly that Claimant is entitled to benefits if there is a change of control in "Company" defined as WMB, not WMI. Thus, a change in control as to WMI under the Plan document is not even required. Even if required, the argument is still disingenuous. Obviously, the Bank held the assets, not WMI, and thus, these are the assets that could be and were in fact transferred. To believe WMILT, a major scam would have had to have been played on the employees such as Claimant under the Plan. That is not believable, nor

should it be. Rather, the scam here is by the Trustee and persons behind these ongoing motions that benefit only the attorneys, trustee and administrators.

Equally disingenuous, the proposed amended Objection also says that the claim is barred because employees held a position with Chase for a short time. WMILT must not be reading the Plan – which states that Job elimination occurs if "employment is terminated for any reason other than for cause within 18 months after a Change in Control." This contemplates the probability that termination after a Change in Control is not immediate. There is a known transition time for any Change in Control.

The Amended Objection continues to mislead. WMILT argues that a claimant is not entitled to compensation because he or she has not signed a Severance Agreement. Yet, it is WMILT, as successor administrator of the Plan, that must first provide the Severance Agreement for a Claimant to sign at the time benefits are paid. Unfortunately, WMILT continues to refuse to pay benefits, and hence, refuses to provide the Severance Agreement for signature. And, WMILT argues that amounts paid by JPMC should be deducted from the Plan benefits (the Claim). Yet, as WMILT well knows, the Asset Purchase Agreement with JPMC stated expressly that JPMC did not acquire any of the employment obligations including the Plan. Thus, no payments were made by JPMC on account of the Plan. Any payments by JPMC were consideration only for JPMC separately. The "assets of" WMI back the Plan; there is no deduction by law or fact,

There is no factual or legal basis to grant the requested relief, and any further delay will continue to cause unnecessary and unreasonable prejudice to Claimant. Accordingly, Claimant respectfully requests that this Court deny the Motion, order WMILT to consider the Claim in

good faith under the Plan and as entitled by the Plan, allow and pay the Claim forthwith. Further, Claimant requests this Court to award sanctions against WMILT in the event of further delay and unfair tactics of any kind. It has been over four (4) years that the Claim has not been paid, for no good cause, and thus, the requested relief by Claimant is warranted.

II.

THE PLAN ESTABLISHES ALLOWANCE OF THE CLAIM; THE DELAYS ARE THUS AGAINST FAIRNESS AND JUSTICE

WMI's value, as the holding company of WMB, was clearly that of the banking operations sold to JPMorgan Chase (JPMC) on September 25, 2008. (See, for example, Consolidated Reports filed with the Securities and Exchange Commission (SEC) June 2008, attached as Exhibit "A" to the Declaration of Camille Everett ["Everett Declaration"] files on or about August 31, 2012). Accordingly, when the FDIC closed WMB on September 25, 2008, and sold the assets to JPMC, WMI filed bankruptcy the very next day, September 26, 2008. And, for the same reason, the FDIC published the Bank Acquisition Information on the FDIC website (Exhibit "B" to Everett Declaration), as follows:

> "On September 25, 2008, the banking operations of Washington Mutual, Inc. – Washington Mutual Bank, Henderson, NV and Washington Mutual Bank, FSB, Park City, UT (Washington Mutual Bank) were sold in a transaction facilitated by the Office of Thrift Supervision (OTS) and the Federal Deposit Insurance Corporation (FDIC)."

Based on the corporate and asset structure of WMI, WMB and related subsidiaries and affiliates, the only logical interpretation of the Change in Control upon "sale or transfer (in one transaction or a series of related transactions) of all or substantially all of Washington Mutual, Inc.'s assets to another Person…" is to mean sale of all or substantially all of the banking operation assets.

More importantly, the position taken by WMI is contrary to the intent and purpose of the Plan. If the "Change in Control" was limited to WMI, it would be a sham on Claimant and all persons. If WMILT's position were accepted, there would never be a "Change in Control" upon sale of WMB, the primary employer and holder of the substantial assets. However, a reading of the Plan demonstrates that the Plan's intent was not to limit "Change of Control" to WMI, but to WMI and its subsidiaries and affiliates (defined as "Company" under the Plan).

The WaMu Severance Summary Plan Description (SPD) by WMI delivered to Claimant as required by Employee Retirement Income Security Act of 1974 ("ERISA") states just that – Change of Control occurs upon sale of substantially all assets of the *Company* not WMI. "Eligible Employees" are defined under the Plan as employees of the *Company* not WMI. (Exhibit "C" to Everett Declaration).

This also is not a technical question of liability as a parent company as argued by WMILT, such as in *Dole Food Co. v. Patrickson*, 538 U.S. 468, cited by WMILT, nor an issue of legal title for purposes of determining assets in bankruptcy, *Williams v. McGreevey* cited by WMILT. Rather, the Plan itself states that the assets of WMI are the assets that back the Plan including the Change in Control benefit.

Further, the Plan itself is not consistent in use of defined and entity terms. (As examples, paragraph 8.2, in reference to benefits under the Plan, uses the term "...has purchased some or all of the assets of the *Company* or has purchased stock of the *Company or one of its affiliates or subsidiaries"* [page 14 of Plan]; paragraph 8.5(d) uses the undefined term, "*Washington Mutual*" three times in reference to rights under the Plan, including when referring to benefits "following

Participant's termination or employment with *Washington* Mutua"l [page 15 of Plan]; and, paragraphs 8.5(b) and 8.5(c) use the term "*Company or an affiliate*" [page 14-15 of Plan].

Based upon the multi-employer structure of the Plan and the covered entities, the Summary Plan Description, the provisions of ERISA, and the Plan in its totality, the intent is clear that upon Change of Control of the assets of the banking operations held by the Company, resulting in an eligible Company employee' job elimination within eighteen (18) months, the employee is entitled to benefits under the Plan and ERISA. Accordingly, the Objection lacks merit and is disingenuous under the Severance Plan and ERISA. The Objection should be denied and the Claim allowed.

III.

UNDER ERISA, WMILT'S OBJECTION IS A BREACH OF FIDUCIARY DUTY AND THE CLAIM SHOULD BE ALLOWED IN ITS ENTIRETY

The Claim is for benefits provided by an Employee Welfare Plan under ERISA, not a claim for damages for breach of an employment contract. Therefore, the provisions of ERISA as it applies to the Plan govern the Claim.

A. There Is No Dispute that the Claim is Covered by ERISA

The Plan Preamble reads:

> Washington Mutual, Inc. has established the WaMu Severance Plan (the "Plan") with the intention of providing benefits to Eligible Employees of Washington Mutual, Inc. and its Affiliates (the "Company"), in the event of job elimination. This document sets forth the basic terms that are applicable to all eligible participants. Provisions that apply exclusively to eligible employees of acquired employees are set forth in appendixes to this document. *The Plan is intended to be a welfare plan governed by ERISA and is intended to constitute a single plan.* (Emphasis added.) (Plan Preamble, page 1).

B. Applicable Provisions of ERISA

The applicable provisions of ERISA include the following:

Under *Part 1 of Title I, 29 U.S.C. Sections 1021-1031*, the administrator of an employee welfare benefit plan is required to provide participants and beneficiaries with a summary plan description (SPD), which describes, in understandable terms, their rights, benefits, and responsibilities under the plan. (*Section 1021-1031*)

29 U.S.C. Sections 1101-1114, provides that any person who exercises discretionary authority or control respecting the management of a plan or respecting disposition of the assets of a plan is a "fiduciary" for purposes of Title 1 of ERISA. Under ERISA, fiduciaries are required, among other things, to discharge their duties "solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses of the plan." Section 1104-1114.

ERISA governs employee welfare plans and preempts other laws as they relate to welfare plans inconsistent with ERISA. *29 U.S.C. Section 1144.*

C. The WMI Summary Plan Description Under ERISA

WMI complied with the Notice provisions of ERISA. On April 1, 2008, WMI sent an email to Claimant enclosing the Summary Plan Description (SPD). The email (Exhibit "D" to Everett Declaration) stated, in part,

> "The provisions of the Summary Plan Description (SPD) are already in effect; you do not need to do anything at this time. This message is simply to provide you with access to the current SPD as a follow-up to the e-mail previously received on Feb. 12, 2008. As a newly hired or promoted Level 6 employee, you are now covered by the provisions of the WaMu Severance Plan (the 'Plan') that provide a change in control benefit…"

The email then stated, "*The Summary Plan Description (SPD) which is available on WaMu.Net explains the change in control benefit provisions of the WaMu Severance Plan.*

Of particular note is that the SPD, not the Plan, was available on WaMu.Net. Nowhere does the email provide any link or direction to Claimant as the beneficiary of the Plan to review the Plan. In fact, the emails to Claimant stated, as above, that Claimant did not need to do anything further and that Claimant is entitled to the benefits described in the SPD.

The SPD of the Plan (Exhibit "C" to Everett Declaration) provided in particular parts:

Introduction:

" Washington Mutual, Inc. has established the Washington Mutual Special Severance Plan (the "Plan") to provide benefits to eligible employees of Washington Mutual, Inc. and its designated subsidiaries and affiliates (collectively "Washington Mutual") whose jobs are eliminated due to a restructure or downturn in business. The Plan is intended to be a welfare plan governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). (SPD, page 1).

Level 6 Change in Control Benefit:

"You will be entitled to receive a lump sum payment of 1.5 times your Annual Compensation if you are a Level 6 employee, there is a Change in Control, and you are terminated for any reason other than for Cause within 18 months after the Change in Control.

For purposes of this Section, the following definitions apply:

"Annual Compensation" means base pay at the time of the Change in Control, plus the greater of your target bonus or incentive pay for the current year or your actual bonus or incentive pay for the preceding year."

"Change in Control" is generally defined as an acquisition of the *Company* by merger, consolidation, asset acquisition or stock purchase." (SPD, Page 4). (Emphasis added).

Plan Information:
Sponsor and Administration:

Washington Mutual, Inc.
1301 2nd Ave.
Mail Stop WMC0603
Seattle, WA 98101
Funding:
Funded from the general assets of the Sponsor [WMI]. (Emphasis added).

ERISA Rights:
As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA)…

Under the above ERISA provisions and the SPD, WMILT as successor to WMI is required to administer and interpret the Plan as a fiduciary "solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits." By filing the Objection, WMILT is in breach of its fiduciary duty under ERISA. The Plan promised a benefit upon Change of Control, and there is no legal basis to deny the Claim for the benefit. Thus, the Claim should be allowed.

IV.

WMILT'S ADDITIONAL ARGUMENTS LACK MERIT

WMILT's remaining arguments that Claimant is not entitled to benefit under the Plan also lack merit.

A. WMILT argues that even if there was a Change in Control, the claimants are divested based on the Plan provision "[i]f a participant is offered a position with another company that has purchased some or all of the assets of the Company [note use of *Company* in this provision quoted by WMILT] or one of its affiliates or subsidiaries, the Participant will not be entitled to severance benefits under the Plan." Then, WMILT states (after clarifying that "Company" means WMI and its subsidiaries and affiliates [page 8 of Objection]), that it is

informed and believes that the claimants became employees of JPMC and thus, are not entitled to the benefits. This is not true or factual, or within the intent of the Plan. While there was a transition period, as with any acquisition, JPMC at all times made very clear to WMB employees including myself that we were *not* yet offered jobs. For example, in an email from Charlie Scharf, CEO, Retail Financial Services, dated October 2, 2008 (just seven days after the acquisition), JPMC stated, in part:

> "[W]e hope to get every employee an answer about their job status no later than December 2, 2008. We will be able to tell some employees sooner than that. Employees will be in one of three situations…Finally, we will tell other employees – the smallest group – that their jobs will be ending in the near term." (Exhibit "E" to Everett Declaration).

Clearly, JPMC did not offer Claimant a position and notified Claimant within seven (7) days of the acquisition that she might not be offered a position. On December 1, 2008, Claimant was in fact told that she would not be offered a position and that her employment would terminate on January 29, 2009, within just over four (4) months of the Change in Control. (Par. 6 of Everett Declaration). This fact meets the Plan definition of "Job Elimination." (Plan, Section 2.3).

B. At footnote 7, WMILT refers to Section 2.2 of the Plan, which applies to eligibility for severance plans and payment of severance benefits "from the Company or the Acquired Company. " Company is the defined term (Washington Mutual, Inc. or any of its subsidiaries or affiliates). "Acquired Company" is defined as "[a]ny company or part of a company acquired by the Company either through an asset purchase or stock purchase." This provision is not applicable – JPMC was *not* an "Acquired Company," but rather, an "acquiring company."

C. WMILT makes another unsound argument. WMILT states that even if there was a Change in Control, Claimant is not entitled to benefits because Claimant failed to execute a "Severance Agreement." The Plan defines "Severance Agreement," at Section 1.15, as "A written agreement *provided by the Company*..." (Emphasis added). Thus, Claimant cannot sign the "Severance Agreement" until WMILT administers its duties and "provide(s) a written agreement" to Claimant. Thus, Claimant cannot be denied benefits when WMILT has not provided the required agreement for Claimant's signature.

D. WMILT argues that the Claim should be capped under Bankruptcy *Code Section 502(b)(7)* because the "WaMu Severance Plan Components assert claims for damages resulting from the termination of an employment contract within the meaning of *Section 502.7(b)(7)*. The Claim does *not* seek damages upon any employment contract or other claim. The Claim seeks benefits under an ERISA-governed welfare plan. Each of the cases cited by WMILT in support of this argument directly seek damages for breach of one or more express, written employment contracts signed by an employee. (*Bitters v. Networks Elecs. Corp.* - claim based on judgment for damages for wrongful termination; *In re VeraSun Energy Corp.* – claim based on change in control language in a written agreement signed by employer and employee; *Protarga, Inc. vs. Webb* – claim based on written agreements signed by employee and amount disputed based on use of employer resources for personal reasons and promissory note by employee; *In re Dornier Aviation* – claim based on employer's failure to give notice as required by a written employment agreement).

In contrast to the cited cases, Claimant did not sign any employment contract and the claim is not based on a breach of employment agreement. Nor is there the type of claim for damages from which *Section 502(b)(7)* seeks to protect the debtor – "...[T]o protect bankrupt

estates from large, sometimes exorbitant claims by employees for damages resulting from the termination of an employment contract." (*In re Dornier*, at page 653). Rather, the Claim is for a standard welfare plan benefit which is fixed in amount, reasonably calculated based on compensation, and backed by the assets of the Debtor (WMI). Thus, *Section 502(b)(7)* does not, and should not, apply to the Claim.

E. WMILT finally argues that to the extent that claimants received any other monies from JPMC, the Claim must be reduced under damage mitigation principles. The cases upon which WMI relies for this argument are not applicable. *Skidmore, Owings & Merrill vs. Intrawest I Limited Partnership* is a case for recovery of damages upon a construction contract; *Barney v Safeco Insurance* and *Price v Farmers Insurance* are cases for recovery of damages sustained in an automobile accident. While the case of *Harms v. Cavenham Forest Industries* addresses "double recovery" in the context of severance plans, it is also distinguishable from the Claim before this court in several ways. In that case, the employees and employer entered into multiple severance agreements with the plaintiff-employees; employer was then acquired and the acquiring company assumed the liabilities of the acquired company including the written severance agreements; the dispute was whether the acquiring company, not the acquired company, could terminate an agreement and how much the acquiring company, not the acquired company, was required to pay to the employees – which if all was required, would result in "double recovery" under the agreements.

JPMC did *not* assume the liability of the Plan. In fact, JPMC's Acquisition Agreement (available at www.fdic.gov website) states on Schedule 2.1 – Certain Liabilities Not Assumed, that the assumption of liabilities *excluded* the Plan, among other liabilities, stating:

"4. All employee benefit plans sponsored by the holding company of the Failed Bank except the tax-qualified pension and employee medical plan.

5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Bank and its employees or (ii) maintained by the Failed Bank on behalf of its employees.

Accordingly, JPMC did not assume any responsibilities under the Plan. WMI retained the Plan and is obligated as the fiduciary, with WMI assets backing the Plan, to pay the benefit in favor of the beneficiaries. The Plan terms determine entitlement. The beneficiary is not required to mitigate, establish damage or show amounts received from any other party separate from the Plan. (In addition, it is well-known that the employees of WMB suffered significant damages from the consequences of job elimination and loss of equity grants paid as part of employee compensation.) Claimant has not been paid Change of Control benefits under the Plan based on the sale of substantially all of the assets of Company to JPMC, and no other party has assumed responsibility to pay such Plan Change in Control benefit. (See, Everett Declaration, par. 10). /2

The mitigation argument is not valid with respect to the Claim for benefits defined by the Plan and there is no "double recovery" under the Plan since there has been no payment under the Plan and no other party assumed responsibility for payment of the Change in Control benefit under the Plan. Thus, Claimant's Claim under the Plan should be paid in full.

F. Claimant's Claim is based on the Plan and thus, sections pertaining to the Cash LTI Components- Wrong Party Components (II), WMI SERAP Components (III), ETRIP Base Component (IV), and Other Components (V) (Pars. 22 through 34, inclusive, are not applicable to Claimant's Claim.

V.

WMILT'S DELAY TACTICS INCLUDING THE MOTION TO AMEND ARE UNWARRANTED, IMPROPER AND AN ABUSE OF PROCESS

By the Motion, WMILT seeks to amend its Objections for no clear reason other than delay. The more than four year delay has already caused Claimant undue financial loss and stress. To now seek to continue the delay further is unimaginable and unjust. The Claim must be determined, and on the merits, allowed without any further delay.

Claimant filed the Claim based on the Plan upon notice of termination on December 1, 2008, effective January 29, 2009. The Court registry shows that the Claim was promptly filed January 30, 2009 as Claim Number 651.

WMI/WMILT has had almost four years to object to the Claim. The Claim was *number 651* of over 4,000. Why did WMI/WMILT wait such a long time before bringing this untimely claim? In fact, WMI/WMILT should have prioritized the Claim. As stated, under ERISA, fiduciaries are required, among other things, to discharge their duties "solely in the interest of plan participants and beneficiaries and for the exclusive purpose of providing benefits and defraying reasonable expenses of the plan." Section 1104-1114. Going forward, the Claim should be paid at the first time possible and without further delay.

The Claim is for benefits under ERISA. The benefits are to be timely paid by the fiduciary. Employees in this situation, even with a bankruptcy, should not be unduly delayed and denied benefits particularly at the final hour as attempted by the Objection. The Claim should be paid forthwith, based on an Order approving the Plan as with other allowed Claims.

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VI.

CALCULATION OF THE CLAIM IN ACCORDANCE WITH THE PLAN

The Plan provides that a Level 6 employee at the time of Change of Control is entitled to Severance Pay equal to one and a half times his annual compensation. Annual Compensation includes base pay at the time of the Change in Control, plus the greater of (i) the target bonus or incentive pay for the current year; or (ii) the actual bonus or incentive pay for the preceding year. Plan Section 3.2(d).

The Claim is thus calculated, based on the Company Personal Profile data for Claimant, attached as Exhibit "F" to Everett Declaration, Compensation section at Page 2, as follows:

	Annual Rate of Compensation:	$156,983.14 X 1.5 = $235,474.71
+	Target Bonus at 25%	$ 39,245.79 X 1.5= 58,868.69
	Claim Amount:	**$294,343.19**

WHEREFORE, Claimant Camille Everett respectfully requests the Court to enter an Order denying the Motion and allowing the Claim in the amount set forth above, in its entirety, and such other and further relief to Claimant as is just.

Dated: **March 11, 2013**
Los Angeles, California

Camille Everett

Camille Everett, In Pro Per
12306 Clover Avenue
Los Angeles, California 90066
Tel. No.: 310-397-3004; Fax No.: 310-397-3202

IN RE: WASHINGTON MUTUAL, INC., Chapter 11

Case No. 08-12229 (MFW)

The Undersigned, Respondent Camille Everett, is over the age of 18 years. My residence address is 12306 Clover Avenue, Los Angeles, CA 90066.

On March 12, 2013, I served to the following persons by mail with a true and correct copy of each of the following in a sealed envelope: CLAIMANT CAMILLE EVERETT'S OBJECTION TO WMI LIQUIDATING TRUST'S MOTION FOR LEAVE TO AMEND EIGHTY-SECOND OMNIBUS (SUBSTANTIVE) OBJECTION AND ANY OTHER OBJECTIONS TO THE EXTENT THAT THEY WILL FURTHER DELAY THE CLAIM; FOR ALLOWANCE OF CLAIM AND REQUEST FOR SANCTIONS, to the following addresses:

WEIL, GOTSHAL & MANGES llp
Attn: Brian S. Rosen
767 Fifth Avenue
New York, New York 10153

RICHARDS, LAYTON & FINGER, P.A.
Attn: Mark D. Collins
Attn: Paul N. Heath
Attn: Amanda R. Steele
One Rodney Square
920 North King Street
Wilmington, Delaware 19801

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: March 12, 2013 Camille Everett Camille Everett

Signature