

April 10, 2013

Clerk of the Bankruptcy Court

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FILED
2013 APR 11 9:11:13
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DISTRICT OF DELAWARE

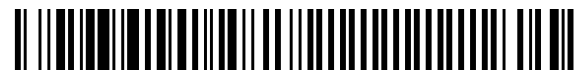
Concerning:

The Chapter 11 Bankruptcy of Washington Mutual Inc. Case No. 08-12229 (MFW), and

Suzanne R. Lehrberger, Claim No. 3763, a Pro se claimant in re the Seventy-Ninth Omnibus Objection.

This is my reply to the Court concerning the: Motion Of WMILT For An Order Appointing A Mediator With Respect To Employee Claims And Pending Omnibus Objections. Docket No. 11185 filed 3/29/2013.

I have four separate items in reply to the above referenced action and filings. My items are listed starting on the following page.



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- 1) WMILT has twice failed to comply with the order of this Court.

Court Order No. 11191 filed 4/3/13 reads in part:

Ordered that WMILT shall immediately engage in meaningful settlement discussions with each of the employee claimants by (1) proving each such claimant with a good faith, written settlement proposal not later than April 5, 2013 at 4:00 PM (EDT); and (2) by timely responding to the counter-proposals from each such claimant.

WMILT on 3/28/13 offered to settle my claim for \$ 2,944.00, which is slightly less than 1 % of my claim amount of \$ 295,828.24. There was no offer by WMILT regarding my 3,333 Restricted Stock Award (RSA). I counter- offered to settle for \$ 292,828.40

WMILT then made a second settlement offer of \$ 12,915.00 and to convert my RSA into 57 shares of Washington Mutual Holdings Corp. The WMILT stock portion represents a 50 % conversion of my RSA; the WMILT cash portion represents 4.37 % of my claim amount. I counter -offered to settle for 85 shares and \$ 289,329.24

Amy Price representing WMILT has stated that the Trust would not make an additional offer.

A settlement offer of 4.37 cents on the dollar objectively fails to meet the "good faith" requirement of the Court Oder. Since WMILT has reserved sufficient cash to fully pay all disputed claims, as stated by Ms. Price, I believe the Court should order WMILT to make at least a 75 % offer to settle both the cash portion and RSA portion of my claim.

Furthermore, the above- referenced Court Order applies to the "counter-proposals" from me. Please note that the Court Order requires WMILT to make more than one offer in response to my counter-proposals. Since WMILT has made only one offer to my counter-proposals, they have failed to comply with the plural nature of the directive from this Court.

- 2) Concerning the appointment of a Mediator, I request the Court invoke the provisions detailed in Local Bankruptcy Rules 9019-5 (c)(iii)(A) and (j)(xiii)(B).

I am a primary care giver of my two autistic grand children who live in my home. Accordingly, it would be a severe "hardship" for me to have to travel to either the East or West coasts to physically attend mediation sessions. Please also note I am a Pro se claimant. It is practical for me to attend a mediation session only by telephone. The two local rules cited above reference both the "hardship" factor and the "appearance by telephone" factor.

- 3) The cost of mediation, if the Court so orders, should be paid fully by WMILT, with nothing paid by any of the claimants.

WMILT is doing everything it can to avoid having to pay out 1 penny more than what it is forced to pay. WMILT has reserved cash on account of my claim and other remaining disputed claims. (per communications received from Amy Price).

By seeking to have the cost of mediation split 50-50 with the claimants so involved, WMILT is seeking yet another way to avoid paying money that they physically have available. This is a counter motivation to WMILT expeditiously settling all such disputed claims in good faith.

- 4) This entire affair has dragged on for more than 4 ½ years, without WMILT ever having addressed ANY of my counter arguments; this is preventing meaningful good faith settlement negotiations.

For all of the WMILT filings that have occurred to which I have answered, and for all of the WMILT requests for information that I have provided, WMILT has never even once answered any of my counter arguments. (Nor have they disproved any portion of my claim.)

It seems to me that there can be no meaningful good faith settlement negotiation offers by WMILT when WMILT refuses to answer my counter arguments.

I would respectfully request this Court to order WMILT to fully answer each and every counter argument I have made. I suspect there are many other claimants in my exact same position.

Respectfully submitted,

A handwritten signature in cursive script, reading "Suzanne R. Lehrberger", written over a horizontal line.

Suzanne R. Lehrberger

303 Robinhood Court

Irving, TX 75061

Claim no. 3763