

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
 :
In re : Chapter 11
 :
 WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
 : (Jointly Administered)
 :
 Debtors. :
 :
 :
 -----X

WMI LIQUIDATING TRUST’S FIRST SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS FROM, AND INTERROGATORIES DIRECTED TO,
PATRICIA ROBERTS

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 Claimant, as defined herein, within fifteen (15) business days following the Effective Date,² as defined herein, (i) produce the following requested documents (each such request, a “Request for Production,” and collectively, the “Requests for Production”)³, and (ii) respond to the following

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor’s federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The principal offices of WMILT, as defined herein, are located at 1201 Third Avenue, Suite 3000 Seattle, Washington 98101.

² On May 13, 2013, the Court entered an *Order Approving Stipulation and Agreement Between WMI Liquidating Trust and Patricia Roberts, Partially Reinstating Proof of Claim No. 566 and Subjecting Such Claim to the Seventy-Ninth Omnibus Objection to Claims*, dated May 13, 2013 [D.I. 11244].

³ 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 John P. Mastando III, Esq.).



081222913052000000000002

interrogatories (each, an “Interrogatory,” and collectively the “Interrogatories,” and together with the Requests for Production, 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.”
2. “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.
3. “Bankruptcy Code” means 11 U.S.C. §101, et seq.
4. “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, in which these chapter 11 cases are currently pending.
5. “Cash LTI Agreement” means an agreement entitled “Washington Mutual, Inc. Notice of Cash Long-Term Incentive Award.”
6. “Claim” means the proof(s) of claim assigned claim number 566.
7. “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], as amended by that certain *Agreed Order Amending Scheduling Orders with Respect to Employee Claims Hearing and Adversary Proceedings*, dated January 8, 2013 [D.I. 10974], as further modified by that certain *Agreed Order Adjourning Hearing on WMI Liquidating Trust’s Motion to Amend Omnibus Objections*

and Suspending Amended Scheduling Order with Respect to Employee Claims Hearing and Adversary Proceedings, dated April 3, 2013 [D.I. 11191] (collectively, the “Scheduling Order”).

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

9. “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.

10. “Confidential Executive Separation Agreement” means an agreement entitled “Confidential Executive Separation Agreement.”

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

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

13. “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.

14. Effective Date has the meaning set forth in the *Order Approving Stipulation and Agreement Between WMI Liquidating Trust and Patricia Roberts, Partially Reinstating Proof of Claim No. 566 and Subjecting Such Claim to the Seventy-Ninth Omnibus Objection to Claims*, dated May 13, 2013 [D.I. 11244].

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

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

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

18. “FDIC” means the Federal Deposit Insurance Corporation.

19. “Hearing” means the hearing or series of hearings during which the Bankruptcy Court will consider the Objections with respect to the Claimant’s Claims.

20. “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.

21. “Individual WMI Agreement” means an agreement entitled “Change in Control Agreement” or “Employment Agreement”, entered into by and among WMI and the respective Claimant in connection with such Claimant’s former employment with WMI.

22. “JPMC” means JPMorgan Chase Bank, National Association.

23. “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.

24. “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]*.

25. “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.

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

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

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

29. “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.

30. “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.

31. “Providian Agreement” means a “change in control” agreement between a Claimant and Providian Financial Corporation.

32. “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.

33. “Retention Bonus Agreement” means either the WaMu Retention Bonus Agreement or WMI Retention Bonus Agreement, as applicable, received by Claimant.

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

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

36. “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).

37. “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.

38. “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.

39. “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).

40. “WMI Retention Bonus Agreement” means an agreement providing for a “special opportunity bonus” or other retention bonus to a Claimant who, pursuant to WMILT’s books and records, was previously employed by WMI.

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

INSTRUCTIONS

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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).

49. 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.

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

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

Based upon and in accordance with the Definitions and Instructions set forth above, and incorporating them by reference herein, WMILT requests that Claimant 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 Claimant's WaMu Retention Bonus Agreement.

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

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

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

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

REQUEST FOR PRODUCTION 7: Produce all Documents Concerning whether a "change in control," as defined in any other Claimant's WaMu CIC Agreement, occurred.

REQUEST FOR PRODUCTION 8: Produce all Documents Concerning whether a "change in control," as defined in 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 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 any other Claimant'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 the 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 and Communications Concerning Your salary, bonuses and any fringe benefits You were awarded during the Relevant Time Period.

REQUEST FOR PRODUCTION 20: Produce all Documents Concerning the termination of Your employment from WMI, WMB, or JPMC, as applicable.

REQUEST FOR PRODUCTION 21: Produce all Documents Concerning any execution of a “Severance Agreement,” as required by Section 2.1 of the WaMu Severance Plan.

REQUEST FOR PRODUCTION 22: Produce all Documents Concerning any execution of a “Severance Agreement,” as required by Section 3.3 of the Executive Severance Plan.

REQUEST FOR PRODUCTION 23: 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 24: 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 25: Produce all W-2s received by You during the Relevant Time Period.

REQUEST FOR PRODUCTION 26: 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 27: 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 28: Produce all Documents Concerning Your or any other Claimant's Retention Bonus Agreement.

REQUEST FOR PRODUCTION 29: Produce all Documents Concerning any other Claimant's WaMu CIC Agreement.

REQUEST FOR PRODUCTION 30: Produce all Documents Concerning any other Claimant's Providian Agreement.

REQUEST FOR PRODUCTION 31: Produce all Documents Concerning any other Claimant's Cash LTI Agreement.

REQUEST FOR PRODUCTION 32: Produce all Documents Concerning any other Claimant's 2008 Leadership Bonus Agreement.

REQUEST FOR PRODUCTION 33: Produce all Documents Concerning any other Claimant's Confidential Executive Separation Agreement.

REQUEST FOR PRODUCTION 34: Produce all Documents Concerning any other Claimant's Other Equity Agreement.

REQUEST FOR PRODUCTION 35: Produce all Documents Concerning any services or work You performed for or on behalf of WMI.

REQUEST FOR PRODUCTION 36: 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 37: Produce all Documents Concerning any services or work You performed for or on behalf of WMB.

REQUEST FOR PRODUCTION 38: 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 39: 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 40: Produce all forms of employee identification issued to You during Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 41: 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 42: 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 43: 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 44: 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 45: Produce all resumes You submitted to any prospective employer or employment search firm during the Relevant Time Period.

REQUEST FOR PRODUCTION 46: Produce all Documents and Communications relating to employment offers You received during the Relevant Time Period.

REQUEST FOR PRODUCTION 47: 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 48: 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 Claimant 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 49: 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 50: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Board of Directors of WMI.

REQUEST FOR PRODUCTION 51: Produce all Documents, including notes or minutes, handwritten or otherwise, Concerning any meeting of the Board of Directors of WMB.

REQUEST FOR PRODUCTION 52: 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 53: 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 54: Produce all Documents Concerning the Plan Administration Committee, as plan administrator for either the ETRIP or the WaMu Severance Plan.

REQUEST FOR PRODUCTION 55: Produce all Documents Concerning each geographic location at which You worked during Your employment with WMI or WMB, as applicable.

REQUEST FOR PRODUCTION 56: Produce Documents Concerning each geographic location at which You worked during Your employment with JPMC.

REQUEST FOR PRODUCTION 57: 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 58: Produce all Documents that You expect to introduce into evidence or refer to at the Hearing.

REQUEST FOR PRODUCTION 59: Produce all Documents Concerning details of the services You rendered to (a) WMB, (b) if applicable, WMI and (c) if applicable, WMB or WMI's respective affiliates.

REQUEST FOR PRODUCTION 60: Produce all Documents Concerning any employment agreements You entered into with JPMC.

REQUEST FOR PRODUCTION 61: Produce all Documents Concerning any other Claimant's alternate claim pursuant to the WaMu Severance Plan.

INTERROGATORIES

Based upon and in accordance with the Definitions and Instructions set forth above, and incorporating them by reference herein, WMILT requests that Claimant 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: 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 5: Provide Your complete employment history, including applicable Dates, Positions held, the address of Your office and responsibilities during the Relevant Time Period.

INTERROGATORY 6: Provide a detailed description of the services You rendered to (a) WMB and (b) if applicable, WMI.

INTERROGATORY 7: Provide an estimate of the percentage of the amount of hours per week You spent performing work directly for WMI, if any.

INTERROGATORY 8: Provide a full history of any compensation received from (a) WMB and (b) if applicable, WMI.

INTERROGATORY 9: For each position You held at WMB, identify to whom You directly reported.

INTERROGATORY 10: 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 11: 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 12: 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 13: 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 14: 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 15: State all facts that support Your contention that WMB’s assets constituted all or substantially all of WMI’s assets.

INTERROGATORY 16: 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 17: 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 18: State all facts that support Your contention that “WMB was responsible for all payroll and administrative activity for WMI.”

INTERROGATORY 19: State all facts that support Your contention that “all business operations were run through WMB.”

INTERROGATORY 20: 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 21: Identify each Date on which You received payment of all or a portion of Your WaMu Retention Bonus Agreement, the amount of each such payment and the entity that made the payment to You.

INTERROGATORY 22: Identify the portion of Your WaMu Retention Bonus Agreement that You assert remains unpaid.

INTERROGATORY 23: 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 24: State all facts that support Your contention that You satisfied all eligibility requirements set forth in Your WaMu Retention Bonus Agreement, including, without limitation, that You experienced a “job elimination” as such term is defined in the WaMu Severance Plan.

INTERROGATORY 25: 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 26: 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 27: 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 28: List the amounts of all payments You received from JPMC, the reason for, components of, and Date of such payments.

INTERROGATORY 29: State all facts that support Your contention that WMI was intended as a party to Your WaMu Retention Bonus Agreement.

INTERROGATORY 30: State all facts that support Your contention that You negotiated and entered into a separate employment agreement with JPMC such that WMILT is not entitled to a set-off or other credit against Your Claim for any payments You received from JPMC.

Dated: Wilmington, Delaware
May 20, 2013

/s/ Amanda R. Steele

Mark D. Collins, Esq. (No. 2981)

Paul N. Heath (No. 3704)

Amanda R. Steele (No. 5530)

RICHARDS, LAYTON & FINGER, P.A.

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

Telephone: (302) 651-7700

Facsimile: (302) 651-7701

-and-

Brian S. Rosen, Esq.

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

Attorneys for WMI Liquidating Trust

CERTIFICATE OF SERVICE

I, Amanda R. Steele, do hereby certify that on May 20, 2013, I caused a copy of the following documents:

- **WMI Liquidating Trust's First Set of Requests for Production of Documents From, and Interrogatories Directed to, Patricia Roberts**

to be served on the party listed below in the manner indicated.

Via Overnight Mail

Patricia Roberts
8 Staff Post Road
Fort Sam Houston, Texas 78234

/s/ Amanda R. Steele
Amanda R. Steele (No. 5530)