

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

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In re :
 : Chapter 11
WASHINGTON MUTUAL, INC., *et al.*,¹ :
 : Case No. 08-12229 (MFW)
 Debtors. :
 : Jointly Administered
 :
 : **Hearing Date: May 20, 2009**
 : **Objection Deadline: May 13, 2009**
----- X

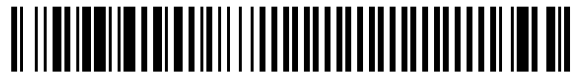
**DEBTORS' MOTION FOR AN ORDER
PURSUANT TO BANKRUPTCY RULE 2004 AND
LOCAL BANKRUPTCY RULE 2004.1 DIRECTING THE EXAMINATION
OF JPMORGAN CHASE BANK, N.A.**

Washington Mutual, Inc. ("WMI") and WMI Investments Corporation ("WMI Investments," and with WMI, "Debtors"), through their undersigned counsel, hereby file this motion (the "Motion") pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 2004.1 of the United States Bankruptcy Court for the District of Delaware seeking the entry of an order directing the examination (the "Requested Examination") of JPMorgan Chase Bank, National Association ("JPMC"), and respectfully represent:

PRELIMINARY STATEMENT

1. The Debtors seek examination of JPMC pursuant to Bankruptcy Rule 2004 to investigate potential claims against JPMC based on alleged misconduct that is the

¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).



subject of a recently filed lawsuit pending in Texas federal court captioned, *American Nat'l Ins. Co., et al. v. JPMorgan Chase & Co., et al.* 3:09-cv-00044, (S.D. Tex. Feb. 16, 2009) (the "Texas Action"). While there are two adversary proceedings currently pending between JPMC and the Debtors, the discovery sought herein is broader than the issues raised by the claims in those adversary proceedings. Following the completion of the requested discovery, the Debtors will be able to assess whether to bring these claims in this Court or in another forum.

2. In the Texas Action, stakeholders of WMI and Washington Mutual Bank ("WMB") seek billions of dollars arising from JPMC's alleged misconduct leading up to its purchase of WMB's assets for an amount far below the fair market value of those assets. The complaint filed in the Texas Action (the "Texas Complaint")² lays out a premeditated plan by JPMC designed to damage two of WMI's most significant assets – WMB and WMB fsb – so that JPMC could purchase WMB's assets on the cheap, to the severe detriment of its largest stakeholder, WMI. JPMC's wrongful conduct, as alleged in the Texas Action, includes (i) engaging in sham negotiations designed to elicit confidential information from WMI and (ii) misusing and publicly leaking this confidential information, in violation of a confidentiality agreement, to gain an unfair advantage in obtaining WMB's long-coveted assets at "fire sale" prices. Given WMI's status as parent and ultimate stakeholder of WMB, the foregoing, if true, gives rise to myriad meritorious and highly valuable claims against JPMC that will inure to the benefit of the Debtors' estates and their creditors.

² A copy of the Texas Complaint is attached hereto as Exhibit A.

3. The JPMC conduct described herein and detailed in the Texas Complaint is also relevant to other potential estate claims. During the course of JPMC's discussions with WMI concerning a possible acquisition, WMI made several significant capital contributions and other transfers to WMB, its wholly-owned subsidiary. These transactions may have been, or may have led to, transfers to JPMC. Discovery is warranted to assess whether fraudulent transfer or other avoidance claims exist against JPMC.

4. The requested examination will permit the Debtors – as estate fiduciaries – to determine the validity and ownership of these potentially significant claims. To the extent the Requested Examination demonstrates that the Debtors have viable claims against JPMC, such claims are assets of the Debtors' chapter 11 bankruptcy estates and, thus, any recovery resulting from the assertion of these claims will inure to the benefit of the Debtors and their creditors. The Debtors thus serve their fiduciary duties owed their estates by investigating any such potential claims.

JURISDICTION AND VENUE

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (O). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The predicates for the requested relief are Bankruptcy Rule 2004 and Local Bankruptcy Rule 2004.1

FACTUAL BACKGROUND

7. On September 26, 2008 (the "Petition Date"), the Debtors filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532

(the "Bankruptcy Code"). WMI and WMI Investments are debtors in the jointly-administered Chapter 11 Cases and are operating as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. On October 15, 2008, the Office of the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors.

9. Prior to the Petition Date, WMI was a savings and loan holding company that owned Washington Mutual Bank ("WMB") and its subsidiaries, including Washington Mutual Bank fsb ("WMB fsb").³ WMI also owns certain non-Debtor subsidiaries.

10. On March 24, 2009, JPMC filed an adversary proceeding (the "Adversary Proceeding") against the Debtors captioned *JP Morgan Chase Bank, Nat'l Assoc. v. Washington Mutual, Inc. and WMI Investment Corp.*, Adv. No. 09-50551, concerning the proper ownership of specific WMB assets that JPMC alleges to have acquired from the Federal Deposit Insurance Corporation ("FDIC").

11. On April 27, 2009, the Debtors commenced a separate adversary proceeding against JPMC captioned *Washington Mutual, Inc. et al. v. JPMorgan Chase Bank, N.A.*, Adv. No. 09-50934, concerning over \$4 billion in deposit liabilities that JPMC owes the Debtors but refuses to pay (the "Turnover Action").

A. THE FDIC SEIZES WMB AND ALL OF ITS ASSETS

12. In June 2008, in the midst of a global credit crisis, the Office of Thrift Supervision ("OTS") notified WMB that it was contemplating a possible enforcement

³ Together, WMB and WMB fsb shall be referred to herein as the "Banks," and, collectively, with WMI, as the "Company."

action. In response, in July 2008, WMI representatives met with OTS representatives. In efforts to bolster WMB's capital position, on July 21, 2008, WMI made a \$2 billion capital contribution to WMB. On September 21, 2008, WMI made a further capital contribution to WMB in the amount of \$500 million. These capital contributions are included within \$6.5 billion of capital contributions made by WMI to WMB during the period from December 1, 2007, through the Petition Date.

13. In September 2008, a stand-alone plan of reorganization was presented by WMI's board of directors to the OTS, among others. Notwithstanding WMI's efforts, on September 25, 2008, the OTS indicated to WMI that it intended to close WMB and place it into receivership.

14. In the evening of September 25, 2008, a delegation of the FDIC and the OTS arrived at WMI headquarters for the purpose of placing WMB into receivership. WMB's assets were seized by the Director of the OTS and the FDIC was appointed receiver (the "Seizure").

15. Less than an hour after the Seizure, JPMC held a special public investor call announcing that it had purchased the banking operations of WMI. The FDIC simultaneously sold substantially all the assets of WMB, including the stock of its subsidiary WMB fsb, to JPMC in exchange for payment of \$1.88 billion and the assumption of all deposit liabilities (the "P&A"). In a conference call with investors, JPMC's chairman and CEO declared that the P&A was "a great thing for our company."

B. THE TEXAS ACTION AND ASSERTIONS MADE THEREIN THAT WOULD SUPPORT THE EXISTENCE OF VALUABLE ESTATE CLAIMS

16. The Texas Action was filed on February 16, 2009, by holders of WMI equity and WMI and WMB debt. The Texas Action asserts a number of very serious and detailed allegations of JPMC misconduct in connection with the Seizure and the P&A. If meritorious, these allegations support valuable causes of action by the Debtors against JPMC that will inure to the benefit of the estates and their creditors.

17. The crux of the Texas Complaint is that JPMC, which had long coveted WMB's valuable depositor base, conspired to drive down WMB's value so that it could purchase WMB's assets at a fire-sale price that was well below their fair market value. Key aspects of this alleged scheme include (i) entering into false negotiations with the Company under the guise of a good-faith bidder during the summer of 2008; (ii) gaining access to the Company's confidential and proprietary information; and (iii) disclosing the Company's confidential information as well as false information to the media and investors in an effort to drive down WMI's credit rating and stock price.

18. The Texas Complaint alleges that in order to procure a competitive advantage with respect to its ultimate acquisition of WMB's assets, JPMC employed a variety of deceitful practices that allowed it to gain access to the Company's non-public, confidential, and proprietary information, which it then selectively disclosed to the public in order to drive down the Company's value. For instance, as a ploy to gain access to confidential financial information, JPMC allegedly engaged in sham negotiations with

the Company during 2008 (well before the Seizure and P&A)⁶ regarding a potential merger, acquisition, or equity investment that allowed it to access the Company's confidential and proprietary financial information. (*Id.* at ¶¶ 53-54). JPMC also allegedly "misused" its "insider" status and resulting access to banking regulators and policymakers to obtain confidential information. (*Id.* at ¶¶ 31-32).

19. Furthermore, as a condition to these "negotiations," JPMC executed a confidentiality agreement in which it agreed to maintain the confidentiality of all non-public confidential information it obtained (the "Confidentiality Agreement"). (*Id.* at ¶ 54). JPMC allegedly violated the Confidentiality Agreement by, among other things, misusing confidential financial information of the Company in its negotiations with federal regulators and "disclosing confidential information to third parties in order to cause depositors to withdraw deposits, hamper [the Company's] efforts to obtain a purchaser for itself, and drive down WMI's credit rating and stock price." (*Id.* at ¶ 98.)

20. The Texas Complaint also alleges that JPMC leaked false and harmful information obtained from the Company's confidential records to public news media and investors, in order to incite depositors to make withdrawals from the Banks and otherwise deflate the Company's value through market manipulation – all in an effort to consummate a purchase of the Banks at a below market price. (*Id.* at ¶¶ 32, 58.)

21. The Texas Complaint further alleges that JPMC was unjustly enriched through its misuse of confidential information, which allowed it to acquire the assets of

⁶ See *Government Seizes WaMu and Sells Some Assets*, New York Times, September 25, 2009 (discussing JPMC negotiations with WMI in March 2008 to purchase WMB).

WMB at a "fire sale" price. Specifically, the Complaint alleges that JPMC "obtained the valuable assets of WMB at a price less than its fair market value" and "unjustly failed to pay . . . for the benefits [JPM] received." (*Id.* at ¶¶ 101-102.) Indeed, JPMC has admitted in its public financial statements that the fair value of the WMB assets was approximately \$1.9 billion more than the purchase price. (*Id.* at ¶¶ 22, 68, 101.) The Texas Complaint further alleges that JPMC "used fraud, duress, and took undue advantage by way of false pretenses, deceit, breached trust, and broken promises, in order to obtain the WMB assets at below market prices" (*Id.* at ¶ 103.)

22. Further, section 6 of the Confidentiality Agreement provides that JPMC agreed, for a period of eighteen months, not to purchase any of WMI's assets unless solicited by WMI's board of directors. Investigation is also appropriate to determine if the estate has claims for breach of the Confidentiality Agreement arising out of JPMC's purchase of WMB's assets.

23. Given the nature of the numerous detailed allegations made by the plaintiffs in the Texas Action (who were not necessarily viewing JPMC's conduct from the perspective of an estate claim), there likely exist other claims and causes of action that would inure to the benefit of the Debtors' estates. Such putative claims might include, without limitation, unfair competition, tortious interference, interference with prospective economic advantage, breach of contract, misappropriation of confidential information and trade secrets, and conversion. By way of these claims, JPMC may be held responsible for the destruction of WMI and the total losses suffered by its creditors and shareholders.

C. CAPITAL CONTRIBUTIONS

24. Since December 2007, WMI has made \$6.5 billion in capital contributions to WMB (the "Capital Contributions"). The value of such contributions was transferred to JPMC pursuant to the Seizure and P&A. Discovery is necessary to determine if, given JPMC's conduct discussed above, there exists claims against JPMC for fraudulent transfer arising out of the Capital Contributions and whether JPMC has any legitimate basis to claim that it was a good faith transferee that took for value without knowledge of the avoidability of such transfers.

D. OTHER AREAS OF INVESTIGATION

25. There exist several other potential sources of claims the Debtors may have against JPMC for which investigation is appropriate. WMB was indebted to certain of WMI's non-bank, non-Debtor subsidiaries under certain promissory notes in an approximate amount of \$177 million (the "Non-Debtor Subsidiary Promissory Notes"). The holders of the Non-Debtor Subsidiary Promissory Notes were H.S. Loan Corporation, H.S. Loan Partners, WMHFA Delaware Holdings LLC, and WMRP Delaware Holdings LLC, as predecessor in interest to PCA Asset Holdings LLC. Further, there were significant intercompany receivables, with account numbers 28101 and 28120, owed WMI by WMB in the approximate amount of \$22.5 million (the "Intercompany Receivables," and with the Non-Debtors Subsidiary Promissory Notes, the "Intercompany Amounts Due"). Discovery is appropriate to investigate whether the Intercompany Amounts Due have been assumed by JPMC such that claims for turnover exist that should be pursued against JPMC.

26. Additionally, the Debtors transferred approximately \$152 million to WMB, or to certain third parties for the benefit of WMB, in the one-year period immediately preceding the Petition Date (the "Preferences"). Discovery is necessary to determine if, given JPMC's conduct discussed above, JPMC was a good faith transferee that took for value without knowledge of the avoidability of the Preferences.

RELIEF REQUESTED

27. Pursuant to Bankruptcy Rule 2004 and Local Rule 2004.1, the Debtors seek authorization to obtain the Requested Examination, including responses to the document requests attached to this motion as Exhibit B, from JPMC relating to the allegations in the Texas Action and the value and nature of the Capital Contributions, the Preferences and the Intercompany Amounts Due. To obtain this relief, the Debtors seek entry of an order substantially in the form annexed hereto as Exhibit C (the "Proposed Order"), and also reserve the right to seek depositions in connection with these matters and serve supplemental and additional document requests that relate to the foregoing.

REQUESTED EXAMINATION

28. The Debtors need the Requested Examination to uncover the facts and assess the merits of potentially valuable causes of action against JPMC that would inure to the benefit of their estates. The Requested Examination will assist the Debtors in identifying potential claims of the estates, which are significant and may impact the administration of the estates and formulation of a plan of reorganization. Accordingly, the Debtors must obtain such information in order to discharge properly their duties as debtors-in-possession.

29. The discovery sought herein is narrowly tailored to the allegations in the Texas Action and the Capital Contributions, Preferences, and Intercompany Amounts Due. Compliance with the annexed document requests and related depositions will not be unduly burdensome to JPMC, and can be achieved without undue hardship in the time period requested. JPMC will likely be required to produce most of the Requested Examination in the Texas Action in response to similar requests attached to the Texas Complaint.

30. To facilitate the necessary discovery, the Debtors request that the Court enter the Proposed Order granting the Motion and requiring JPMC to produce documents responsive to the schedule annexed to the Proposed Order. The Debtors request that the Court order that such production be made (or at least substantially completed) on or before the date that is thirty (30) days after entry of the Proposed Order, at the offices of Quinn Emanuel Urquhart Oliver & Hedges, LLP, 51 Madison Avenue, New York, New York 10010.

BASIS FOR RELIEF

31. Bankruptcy Rule 2004(a) provides that upon motion of any party in interest, a court may order the examination of any entity. Rule 2004 has been termed the "basic discovery device used [in] bankruptcy cases." *In re French*, 145 B.R. 991, 992 (Bankr. D. S.D. 1992). It permits the examination of any party without the requirement of an adversary proceeding or contested matter. *Id.* The purpose of Bankruptcy Rule 2004 is to permit a broad investigation into the financial affairs of the debtors to assure the proper administration of bankruptcy estates. *In re Symington*, 209 B.R. 678, 683 (Bankr. D. Md. 1997) (citations omitted.) The goal of the investigation is to discover

assets and expose any fraudulent conduct. *Id.*; *In re Valley Forge Plaza Assocs.*, 109 B.R. 669, 674 (E.D. Pa. 1990).

32. Bankruptcy Rule 2004(a) provides that "[o]n motion of any party in interest, the court may order the examination of any entity." Emphasizing the broad purpose of Rule 2004, courts have been inclined to allow examination of any third party who can be shown to have had dealings with the debtor. *In re Ionosphere Clubs, Inc.*, 156 B.R. 414 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994). Accordingly, because there can be no question that JPMC had dealings with the Debtors and/or their representatives, it is subject to examination under Bankruptcy Rule 2004.

33. Rule 2004 discovery is appropriate here notwithstanding the pending adversary proceedings between the parties. "[T]he court holds the ultimate discretion whether to permit the use of Rule 2004, and courts have for various reasons done so despite the existence of other pending litigation." *In re Internat'l Fibercom, Inc.*, 283 B.R. 290, 292-3 (Bankr. D. Ariz. 2002). For instance, courts allow Rule 2004 discovery where it concerns matters in addition to or beyond the scope of the pending adversary proceeding. *See In re M4 Enters., Inc.*, 190 B.R. 471, 475 (Bankr. N.D. Ga. 1995). *See also In re Buick*, 174 B.R. 299, 306 (Bankr. D. Colo. 1994) ("a creditor may conduct Rule 2004 examinations regarding issues in addition to or beyond the scope of its pending adversary proceeding(s), or the trustee's pending adversary proceeding(s)"). This is particularly appropriate where there exists the possibility of fraud. *See In re Sun Med. Mgmt., Inc.*, 104 B.R. 522, 524 (Bankr. M.D. Ga. 1989).

34. In this case, although the Adversary Proceeding and the Turnover Action are pending between JPMC and WMI, the Debtors do not seek the Requested

Examination in order to circumvent or overcome the more restrictive procedural rules in place for discovery in those proceedings. Rather, the Debtors seek the Requested Examination because it relates to matters broader than the Adversary Proceeding's subject matter and unrelated to the Turnover Action. The Requested Examination relates to the Texas Action, the Capital Contributions, and certain other potential estate claims beyond the scope of either of the pending adversary proceedings. As explained *supra*, the Texas Action concerns allegations of fraudulent conduct and unfair business practices designed to suppress the price that JPMC would pay for its purchase of the Banks. The Adversary Proceeding, on the other hand, concerns a dispute over the proper ownership of certain WMB assets that JPMC acquired from the FDIC, and the Turnover Action concerns the very discrete issue of deposit liabilities owed the Debtors by JPMC. There is likely to be little to no overlap between the discovery sought herein and either proceeding. The limited discovery the Debtors seek relating to the Capital Contributions, Preferences, and Intercompany Amounts Due are similarly broader than the issues raised in the Adversary Proceeding or the Turnover Action.

35. In addition, the scope of the proposed examination is appropriate. Rule 2004(b) provides that the scope of the examination "may relate only to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate, or to the debtor's right to a discharge." Fed. Bankr. R. 2004(b). In addition, "the examination may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefore, and any other matter relevant to the case

or to the formulation of a plan." *Id.* Moreover, the scope of a Bankruptcy Rule 2004 examination is much broader than discovery under the Federal Rules of Civil Procedure. Indeed, courts have recognized that the scope of Bankruptcy Rule 2004 examinations is broad, unfettered, and can legitimately be in the nature of a "fishing expedition." *In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 400 (Bankr. W.D. Pa. 2008); *In re Lev*, 2008 WL 207523, at *3 (Bankr. D.N.J. 2008) (unpublished); *In re Bakalis*, 199 B.R. 443, 447 (Bankr. E.D.N.Y. 1996); *In re Valley Forge Plaza Assocs.*, 109 B.R. at 674.

36. Here, each of the proposed document requests properly seeks documents relating to JPMC's "acts, conduct, or property" and/or "liabilities and financial condition." Fed. Bankr. R. 2004. Consequently, the Requested Examination sought by the Debtors is clearly within the scope of a Bankruptcy Rule 2004 examination.

CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 2004-1

37. Counsel for the Debtors have discussed with counsel for JPMC whether JPMC would agree to voluntarily produce documents and make witnesses available consistent with this Motion. As of the time of filing this Motion, JPMC has not indicated a willingness to proceed consensually. In order to prevent unnecessary delay arising from disputes concerning, among other things, the entitlement to the information requested and claims of confidentiality, the Debtors seek to put this Motion on for a hearing and thereby ensure a fair and expeditious resolution hereof. Prior to the hearing on this Motion, the Debtors will continue discussing the relief sought herein and attempt to resolve any legitimate objections raised by JPMC.

38. Accordingly, the Debtors seek the authority of this Court to conduct an examination under Bankruptcy Rule 2004 and Local Rule 2004.1 that includes the

production by JPMC of all documents responsive to the schedule annexed to the Proposed Order, as well as related depositions.

39. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: May 1, 2009
Wilmington, Delaware

ELLIOTT GREENLEAF

/s/ Neil R. Lapinski

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*Proposed Special Litigation and Conflicts Co-
Counsel to Washington Mutual, Inc. and WMI
Investment Corp.*

EXHIBIT A



**Service of Process
Transmittal**

02/24/2009

CT Log Number 514486511



TO: Carl Del Vecchio
JPMorgan Chase Bank, N.A.
1 Chase Manhattan Plaza - 20th Floor, Legal Department
New York, NY 10081-

RE: **Process Served in Texas**

FOR: JPMorgan Chase Bank, National Association (Domestic State: OH)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: American National Insurance Company, et al., Pltfs. vs. JPMorgan Chase & Co., and JPMorgan Chase Bank, National Association, Dfts.

DOCUMENT(S) SERVED: Citation, Original Petition, Civil Case Statement, First Set of Interrogatories

COURT/AGENCY: 122nd Judicial District Court Galveston County, TX
Case # 09CV0199

NATURE OF ACTION: Tortious Interference with an Existing Contract, Unjust Enrichment and Breach of Contract

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Process Server on 02/24/2009 at 15:45

APPEARANCE OR ANSWER DUE: By 10:00 a.m. on the Monday next after the expiration of 20 days

ATTORNEY(S) / SENDER(S): Andrew J. Mytelka
One Moody Plaza
18th Floor
Galveston, TX 77550
4097973200

ACTION ITEMS: CT has retained the current log, Retain Date: 02/24/2009, Expected Purge Date: 03/01/2009
Image SOP
Email Notification, Legal Papers Served legal.papers.served@jpmchase.com
CC Recipient(s)
Teresa Goldberg, via Customer Pick-up

SIGNED: C T Corporation System
PER: Beatrice Casarez
ADDRESS: 350 North St Paul Street
Suite 2900
Dallas, TX 75201
TELEPHONE: 214-932-3601

Citation Upon Whom Personal Service

CITATION
THE STATE OF TEXAS
CASE NO. 09CV0199 - 122ND District Court

AMERICAN NATIONAL INSURANCE COMPANY, ET AL

VS.

JPMORGAN CHASE & CO., ET AL

~~Issued to:~~ JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, Upon Whom Process of Service may be had by serving: Registered Agent, C.T CORPORATION SYSTEM, 350 NORTH ST. PAUL ST., DALLAS, TEXAS 75201

Defendant Greetings:

NOTICE TO DEFENDANT: You have been sued. You may employ an Attorney. If you or your attorney does not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. The Original petition was filed on the 16TH day of February 2009 in cause number 09CV0199 pending before the 122ND District Court of Galveston County, Texas. See attached Original Petition for named parties to the suit.

The name and address of the Pro Se party or Attorney: ANDREW J. MYTELKA, ATTORNEY, ONE MOODY PLAZA, 18TH FLOOR, GALVESTON, TEXAS 77550

The nature of the demand of the Plaintiff is shown by a true and correct copy of the Original Petition attached to this citation.

If this citation is not served it shall be returned unserved.

Issued and given under my hand and seal of Court at Office, on February 18, 2009 A.D.

A Status Conference is set for: 05-21-09

Please refer to and complete the attached Status Conference Sheet. Upon completion, please return to Clerk of Court.

LATONIA D. WILSON, District Clerk, Galveston County, Texas,
600 59th Street, Suite 4001, Galveston, Texas 77551

By: Terrell Smith
Terrell Smith, Deputy Clerk

OFFICER'S RETURN

Came to hand on the _____ day of _____, _____ at _____ o'clock at _____ M. Executing
Within the County of _____, at _____ o'clock _____ M. on the _____ day of _____, _____ .By delivering to the within the named Defendant by serving: Registered Agent at _____

Each in person a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving citation \$ _____

Name of Officer or Authorized & Disinterested Person
_____, County, Texas

By: _____, Signature of Deputy of Authorized & Disinterested Person

Authorized & Disinterested person's Verification:

On this the day personally appeared _____, known to me to be the person whose signature appears on the foregoing return. After being duly sworn by me, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

Sworn to and subscribed before me, on this the _____ day of _____, _____

Notary's Name Printed: _____

Notary Public in and for the State of Texas _____

Commission Expires: _____

Nicole Seeler
#4752
2-24-09

CAUSE NO. 09CV0199

AMERICAN NATIONAL INSURANCE	§	
COMPANY, AMERICAN NATIONAL	§	
PROPERTY AND CASUALTY COMPANY,	§	
AMERICAN NATIONAL GENERAL	§	IN THE DISTRICT COURT
INSURANCE COMPANY, FARM FAMILY	§	
LIFE INSURANCE COMPANY, FARM	§	
FAMILY CASUALTY INSURANCE	§	GALVESTON COUNTY, TEXAS
COMPANY, PACIFIC PROPERTY AND	§	
CASUALTY COMPANY, AMERICAN	§	
NATIONAL LLOYDS INSURANCE	§	<u>122</u> TH JUDICIAL CIRCUIT
COMPANY, NATIONAL WESTERN LIFE	§	
INSURANCE COMPANY, and GARDEN	§	
STATE LIFE INSURANCE COMPANY,	§	
Plaintiffs	§	
vs.	§	
JPMORGAN CHASE & CO., and	§	DEMAND FOR JURY TRIAL
JPMORGAN CHASE BANK, NATIONAL	§	
ASSOCIATION,	§	
Defendants.	§	

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE STATE DISTRICT JUDGE:

COME NOW, Plaintiffs American National Insurance Company, American National Property and Casualty Company, American National General Insurance Company, Farm Family Life Insurance Company, Farm Family Casualty Insurance Company, Pacific Property and Casualty Company, American National Lloyds Insurance Company, National Western Life Insurance Company, and Garden State Life Insurance Company (collectively, "Plaintiffs"), who file this Original Petition against Defendants JPMorgan Chase & Co. and JPMorgan Chase Bank, National Association (collectively, "JPMC" or "Defendants").

Parties

1. Plaintiff American National Insurance Company ("ANICO") is a Texas insurance company with its principal place of business at One Moody Plaza, Galveston, Galveston County, Texas 77550.

2. American National Property and Casualty Company ("ANPAC") is a Missouri insurance company with its principal place of business at 1949 East Sunshine, Springfield, Missouri 65808.

3. American National General Insurance Company ("ANGIC") is a Missouri insurance company with its principal place of business at 1949 East Sunshine, Springfield, Missouri 65808.

4. Farm Family Life Insurance Company ("FFLIC") is a New York insurance company with its principal place of business at 344 Route 9W, Glenmont, New York 12077.

5. Farm Family Casualty Insurance Company ("FFCIC") is a New York insurance company with its principal place of business at 344 Route 9W, Glenmont, New York 12077.

6. Pacific Property and Casualty Company ("Pacific") is a California insurance company with its principal place of business at 1949 East Sunshine, Springfield, Missouri 65808.

7. American National Lloyds Insurance Company ("AN LLOYDS") is a Texas insurance company with its principal place of business at 1949 East Sunshine, Springfield, Missouri 65808.

8. National Western Life Insurance Company ("NWL") is a Colorado insurance company with its principal place of business at 850 East Anderson Lane, Austin, Travis County, Texas 78752.

9. Garden State Life Insurance Company ("Garden State") is a Texas insurance company with its principal place of business in League City, Galveston County, Texas 77550.

10. JPMorgan Chase & Co. (referred to as "JPMC", collectively with its subsidiary, co-defendant JPMorgan Chase Bank, National Association) is a bank holding company incorporated in Delaware with its principle place of business at 1 Chase Manhattan Plaza, 59th Floor, New York, New York, 10005-1401. JPMorgan Chase & Co. may be served with process through service upon its registered agent for service of process in the State of Texas, C.T Corporation System, 350 North St. Paul St., Dallas, Texas 75201.

11. Defendant JPMorgan Chase Bank, National Association (referred to as "JPMC", collectively with its parent, JPMorgan Chase & Co.) is a wholly owned subsidiary of JPMorgan Chase & Co. Defendant JPMorgan Chase Bank, National Association is a national banking association incorporated in the state of New York with its principal place of business at 270 Park Ave., New York, New York 10017-2070. JPMorgan Chase Bank, National Association may be served with process through service upon its registered agent for service of process in the State of Texas, C T Corporation System, 350 North St. Paul St., Dallas, Texas 75201.

Discovery Control Plan

12. Plaintiff intends that discovery be conducted under Level 3, and affirmatively pleads that it seeks monetary relief aggregating more than \$50,000.

Jurisdiction and Venue

13. The Court has jurisdiction over the parties and subject matter of this cause.

14. The amount in controversy is within the jurisdictional limits of this Court.

15. All Defendants are authorized to conduct business in Texas and regularly and systematically transact substantial business in the state of Texas. A substantial part of the conduct of each Defendant complained-of herein occurred in the state of Texas.

16. Venue is proper in Galveston County, Texas, because a tort suit for damages may be brought in the county in which the injury was inflicted. TEX. CIV. PRAC. & REM. CODE § 15.093.

17. Venue is also proper in Galveston County, Texas, because all or part of the cause of action arose in Galveston County. TEX. CIV. PRAC. & REM. CODE § 15.094.

18. Venue is also proper in Galveston County, Texas, because the Defendants have an agency or representative in Galveston County. TEX. CIV. PRAC. & REM. CODE § 15.094.

19. Venue is proper in Galveston County, Texas, because a substantial part of the events or omissions giving rise to the claims occurred in Galveston County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1).

Summary of Claim - Overview

20. In September of 2008, motivated by greed and unrestrained by moral or legal boundaries, the Defendants exploited a perceived liquidity crisis in the banking industry to improperly and illegally take advantage of the financial difficulties of Washington Mutual, Inc. ("WMI"), the nation's largest savings and loan association. Defendants used the crisis as a

backdrop and lever to negotiate the seizure and sale of the banking operations of WMI— Washington Mutual Bank, Henderson, NV and Washington Mutual Bank, FSB, Park City, UT (together, “Washington Mutual Bank” or “WMB”)—stripped of liabilities, from federal regulators. In negotiating with the federal regulators, JPMC misused confidential financial information of WMI and WMB (collectively referred to as “Washington Mutual”) that it had gained through deceptive means and under false pretenses. JPMC’s purchase of Washington Mutual’s core operations from federal regulators culminated a years-long scheme designed to wrongfully exploit the opportunity of a financial crisis in Washington Mutual.

21. On September 25, 2008, after weeks of pressure by the Defendants upon Federal Deposit Insurance Corporation (the “FDIC”) and other federal regulators, the FDIC and the Office of Thrift Supervision (the “OTS”) agreed to the Defendants’ terms. On that day, the OTS seized Washington Mutual Bank (“WMB”), passed the bank to the FDIC as receiver, and the FDIC sold the crown jewels of Washington Mutual to JPMC at a fire sale price. In the deal, JPMC acquired the extensive banking franchise of Washington Mutual for the severely undervalued sum of \$1.9 billion.

22. As a result of the FDIC deal, according to JPMC’s fourth quarter 2008 financial reports, JPMC gained 2237 branches and \$126.3 billion in deposits (an increase of 63%), and reported a positive impact upon its retail financial services, card services and commercial banking divisions. More tellingly, in this fourth quarter 2008 statement, JPMC admitted that the fair value of the assets it obtained from Washington Mutual was \$1.3 billion more than the \$1.9 billion it paid, and booked a gain in that amount. This \$1.3 billion extraordinary gain was in addition to the \$581 million extraordinary gain reported on October 15, 2008 as being the

result of the acquisition of Washington Mutual's assets. As JPMC stated in the footnote to its fourth quarter 2008 Consolidated Financial Highlights statement, explaining the gain:

"JPMorgan Chase acquired the banking operations of Washington Mutual Bank for \$1.9 billion. The fair value of the net assets acquired exceeded the purchase price which resulted in negative goodwill. In accordance with SFAS 141, nonfinancial assets that are not held-for-sale were written down against that negative goodwill. The negative goodwill that remained after writing down nonfinancial assets is recognized as an extraordinary gain."

23. The deal capped a years-long effort on the part of Defendants to acquire Washington Mutual and expand its operations to the West Coast. As JPMC's Chief Executive Officer of Retail Financial Services, Charlie Scharf, stated in an October 2, 2008 letter to Washington Mutual employees after the acquisition:

"During the last few years as we have been building our own business, we kept tract of banks that would complement our franchise and help us become a better bank for our customers, our employees and our shareholders. Washington Mutual consistently was at the top of the list."

24. As early as 2004, JPMC and JPMC's then-Chief Operating Officer and later Chief Executive Officer, James "Jamie" Dimon, set a goal to acquire the Washington Mutual banking franchise and geographic market. In the months and years prior to the seizure of Washington Mutual by the Office of Thrift Supervision on September 25, 2008, the Defendants developed and executed a scheme designed to achieve this end.

25. Defendants' plan first entailed strategically placing key personnel to gather information regarding Washington Mutual's strategic business decisions and financial health. In addition, Defendants later falsely negotiated with Washington Mutual as a good faith bidder during the summer of 2008, when Washington Mutual sought a purchaser for itself. Instead of dealing honestly with Washington Mutual, JPMC used its "inside position" to build a

profitable bid to the FDIC. The Defendants worked extensively with the FDIC to design bidding parameters that would suit JPMC's needs, and which would rule out other potential bidders.

26. In this way, the Defendants were able to strip the liabilities away from the valuable revenue-producing assets of Washington Mutual, and to obtain those assets. All of these acts were done with the knowledge of contractual liabilities owed to Plaintiffs and the intent to destroy Washington Mutual's ability to fulfill those obligations.

27. Following the dismantling of Washington Mutual, because of the dubious circumstances of its closure, the United States Attorney's Office, Western District of Washington, announced that a multi-agency investigation had been launched to scrutinize the activities of the participants to Washington Mutual's closure. As U.S. Attorney Jeffrey C. Sullivan stated on October 15, 2008,

"Due to the intense public interest in the failure of Washington Mutual, I want to assure our community that federal law enforcement is examining activities at the bank to determine if any federal laws were violated. The FBI, Federal Deposit Insurance Corporation Office of Inspector General (FDIC-OIG), Securities and Exchange Commission (SEC) and the Internal Revenue Service Criminal Investigations (IRS-CI) have all provided investigators to our task force.

* * *

For more than 100 years Washington Mutual was a highly regarded financial institution headquartered in Seattle. Given the significant losses to investors, employees, and our community, it is fully appropriate that we scrutinize the activities of the bank, its leaders, and others to determine if any federal laws were violated."

When asked about the investigation by the Wall Street Journal for an article appearing the next day, JPMC declined to comment. The investigation, upon information and belief, is ongoing.

Statement of Claim

28. This is an action for Tortious Interference with an Existing Contract, Unjust Enrichment and Breach of Contract.

29. The Plaintiffs own common stock of Washington Mutual, Inc. ("WMI") and debt securities of WMI and Washington Mutual Bank ("WMB") (collectively referred to as "Washington Mutual").

30. On September 25, 2008, JPMC, in order to gain money and market share, wrongfully finalized its scheme to strip away valuable assets of Washington Mutual without properly compensating the company or its stakeholders, including the Plaintiffs. JPMC's scheme was a prime example of JPMC's capitalizing on its position of strength through use of unfair and illegal business practices. For JPMC, strength, power and influence justified the pursuit of profits by any means available.

31. One of JPMC's "strengths" was its "insider" status through its influence with banking regulators and policymakers and its access to information through its business dealings with clients, associates and other parties. When JPMC identified a business target, it improperly used its influence to gather confidential information from and about these companies. Upon information and belief JPMC then created and exploited opportunities to wrongfully disclose or use the confidential information to achieve its business purposes at the expense of these companies.

32. JPMC's scheme to strip away Washington Mutual's value from its stakeholders involved, among other things, misusing access to government regulators to gain non-public information in order to gain a competitive advantage and wrongfully influence government

policy and actions. In addition, JPMC deceptively gained access to Washington Mutual's confidential financial records through the use of "plants" and "moles" engaged in corporate espionage at Washington Mutual. JPMC misused the wrongfully obtained confidential information of Washington Mutual to bargain and work with federal regulators for the seizure and sale of Washington Mutual's assets. JPMC leaked false and harmful information to news media, which incited depositors to make withdrawals from their Washington Mutual accounts. JPMC obstructed Washington Mutual's efforts to sell itself in a fair bidding process. Finally, JPMC exerted improper influence over government regulators to prematurely seize Washington Mutual, a solvent and liquid bank, and to sell assets of Washington Mutual without an adequate or fair bidding process.

JP Morgan takes the valuable assets of Washington Mutual and destroys the property rights of shareholders and contract rights of debt holders

33. Just prior to September 25, 2008, Washington Mutual was the nation's largest savings and loan association, specializing in providing home mortgages, credit cards and other retail lending products and services. Washington Mutual had more than 43,000 employees, more than 2,200 branch offices in 15 states and \$188.3 billion in deposits. WMB was the wholly-owned subsidiary of WMI, a savings bank holding company with a thrift charter.

WMB was the chief source of revenue for WMI.

34. WMB and WMI were both subject to regulation and examination by the Office of Thrift Supervision (the "OTS"), an agency of the United States Department of the Treasury. In addition, WMB was supervised by the FDIC, among other state and federal agencies.

35. In and around 2004, JPMC's then-Chief Operating Officer, James Dimon, resolved to improve JPMC's lack of market presence on the West Coast and in the south.

Dimon would, in 2005, take over JPMC as Chairman and Chief Executive Officer. JPMC's shareholders had been clamoring for Washington Mutual's network of bank branch holdings on the West Coast and south, and its large deposit base. Dimon, in response, promised to acquire banks in "fast-growing markets such as Florida, New Jersey and California," according to a March 28, 2005 Business Week article.

36. On July 29, 2004, at a company meeting with JPMC's branch managers, Dimon declared "Retail is not only here to stay, but you are a tremendous asset." Dimon promised to push to expand the retail business. Later that month, Dimon told analysts on a conference call that JPMC would be in position to make a "major acquisition" by early 2006. Upon information and belief, the intended "major acquisition" referred to by Dimon was Washington Mutual.

37. In January of 2005, in order to place insiders in his targeted company, Dimon sent a number of senior and junior executives to Washington Mutual to begin "new chapters" in their lives. The most significant transfer to Washington Mutual was Stephen J. Rotella, an 18-year veteran of JPMorgan Chase, who held the posts of chief executive officer for Chase Home Finance, executive vice president for JPMorgan Chase, and member of the JPMorgan Chase executive committee. At Washington Mutual, Rotella took the job of president and chief operating officer.

38. In addition to Rotella, at least four senior vice presidents and a chief financial officer transferred from JPMC to Washington Mutual as plants in late 2004 and 2005. These included, Steve Fortunato, a 12 year veteran of JPMC serving as Senior Vice President, Chase Home Finance, who was responsible at JPMC for, among other things, merger analysis,

forecasting and mortgage servicing valuation; Taj Bindra, Chief Financial Officer and Executive Vice President for Chase Home Finance; John Berens, senior vice president of default services, managing over 2,000 JPMC employees; Youyi Chen, PhD, senior vice president responsible for managing the interest rate risks of JP Morgan Chase's mortgage servicing rights (MSR) portfolio; and Bill Murray, a senior vice president, led the MSR valuation, pricing and reporting functions for JPMC's Capital Markets group. Upon information and belief, Rotella and the other JPMC executives that transferred to Washington Mutual understood and agreed to help with Dimon's long term plan and goal for JPMC to acquire Washington Mutual, and thereafter provided substantial assistance to that end.

39. JPMC's and CEO Dimon's strategy of gaining an insider position was a well-trodden approach for them. They used this approach in 2006 to gain confidential information regarding a client's natural gas derivatives trading positions, Amaranth. JPMC and Dimon used this confidential information and misstatements about Amaranth's solvency to prevent attempts to sell a block of its natural gas position to an outside party. JPMC inserted itself into the deal and reaped a profit of more than \$725 million. As reported by an online news source on November 15, 2006 and later cited in Amaranth's lawsuit against JPMC, a JPMC executive

boasted of JPMC's ability to leverage its inside information sources:

"We are not exposed from a credit perspective, materially, which allows us to respond quickly to opportunities when they come up. . . . Amaranth was one obvious example of that. I imagine there will be others as we go through time where our ability to be on the inside, but not compromised, is extremely powerful."

40. From 2005 to 2007, upon information and belief, JPMC gathered non-public information from Rotella and the other former JPMC executives placed at Washington Mutual

relating to Washington Mutual's banking and mortgage markets, and statuses in those markets.

In addition, JPMC gathered this information regarding Washington Mutual and other banks from government regulators and monetary policymakers at the Office of the Comptroller of the Currency, OTS, FDIC, Federal Reserve, and other individuals in governmental positions of power. JPMC used this information to build a "fortress balance sheet," from which it could later acquire Washington Mutual.

41. In 2006, Washington Mutual's credit rating was securely investment grade. However, beginning in 2006 and continuing through 2008, lending institutions faced a difficult business environment due to a deteriorating housing market, an increase in mortgage delinquencies and foreclosures, illiquidity and loss of value of asset-backed and mortgage-backed securities, and a general downturn in the global credit markets.

42. In April of 2008, despite having posted significant losses, Washington Mutual's credit was still investment grade and the company was solvent and liquid. At this time, JPMC made its first attempt to acquire Washington Mutual, making a public offer to purchase Washington Mutual for \$8 a share, or about \$7 billion, in JPMC stock. Washington Mutual declined, and instead accepted a capital infusion by a private investor group of approximately \$7 billion, at \$8.75 per share.

43. The rejection did not deter JPMC, however. Instead, upon information and belief, JPMC began to exert pressure on the OTC, FDIC and other regulators to intensify oversight and reporting requirements of Washington Mutual, with the end goal of closing Washington Mutual in a seamless transfer of the valuable, cherry-picked, assets, while leaving the liabilities, to JPMC.

44. This was not the first time JPMC pressured government officials to gain undue advantage in its efforts to bid for an ailing competitor. As Reuters and the Washington Post reported in articles published on October 22, 2008, according to an "anonymous but specific" complaint to Senator Chuck Grassley, the ranking Republican on the Senate Finance Committee, the general counsel for JPMC and the enforcement director for the U.S. Securities and Exchange Commission had inappropriately discussed the details of SEC investigations into Bear Stearns in relation to JPMC's efforts to acquire Bear Stearns in March of 2008. Sen. Grassley, in a letter to SEC Chairman Christopher Cox, stated that Linda Thomsen, the SEC enforcement director, gave inside information to Stephen Cutler, the General Counsel of JPMC (and himself a former SEC enforcement director), about the state of SEC investigations into Bear Stearns, which enabled JPMC to put together a low-ball bid to purchase Bear Stearns. JPMC ultimately won the Bear Stearns bidding with a bid of \$2 per share, after the company had previously traded at \$30.85 per share. JPMC later agreed to raise the price to about \$10 per share. As Sen. Grassley's stated regarding JPMC's misuse of its personal relationship with an SEC official,

~~"This inside information, gotten through a personal relationship, would be critical in helping Morgan put together a low-ball bid to Bear and the US government."~~

45. In the Washington Mutual case, because of JPMC's pressure, U.S. Treasury Secretary Henry Paulson in July of 2008 personally telephoned Washington Mutual's Chief Executive Officer and advised him to sell Washington Mutual to JPMC. As reported in a November 9, 2008 Seattle Times article citing Washington Mutual executives, Paulson warned the Washington Mutual's then-CEO, Kerry Killinger,

"You should have sold to JPMorgan Chase in the spring, and you should do so now. Things could get a lot more difficult for you."

46. During the summer of 2008, Defendants engineered a campaign involving adverse media "leaks," stock sales, and deposit withdrawals designed to distort the market and regulatory perception of Washington Mutual's financial health. Defendants continued this campaign up until the seizure of WMB.

47. On or about September 4, 2008, the FDIC and JPMC discussed FDIC's oversight of Washington Mutual, according to a Wall Street Journal article dated September 29, 2008. The article cited "people familiar with the situation," who stated that the FDIC told JPMC that "the FDIC was carefully monitoring WaMu and that a seizure of its assets was likely." In addition, the FDIC told JPMC it wanted to immediately auction off the assets after the seizure. Therefore, upon information and belief, at or about the time of this communication, JPMC and the FDIC agreed to a plan whereby federal regulators would seize WMB and certain valuable assets would be passed to JPMC, and certain liabilities excluded. From September 4, 2008 to September 25, 2008, JPMC and FDIC continued discussions regarding seizure of WMB and JPMC's purchase of WMB's valuable assets and stripping away WMB's liabilities.

48. During late July and early September of 2008, the FDIC exerted pressure upon the OTS to seize WMB. A Wall Street Journal article dated September 27, 2008, stated that this pressure, and OTS's reluctance to downgrade Washington Mutual, continued for weeks.

49. On September 7, 2008, Washington Mutual entered into a memorandum of understanding with the OTS concerning "aspects of the bank's operations, principally in several areas of its risk management and compliance functions, including its Bank Secrecy Act

compliance program.” In this memorandum of understanding, Washington Mutual committed to provide the OTS “an updated, multi-year business plan and forecast for its earnings, asset quality, capital and business segment performance.” However, the business plan did not require the company to raise capital, increase liquidity or make changes to the products and services it provides to customers.

50. On September 11, 2008, Washington Mutual released preliminary third quarter financial results, which showed that the company was well capitalized and liquid. In its release, the company stated

“[T]he company continues to maintain a strong liquidity position with approximately \$50 billion of liquidity from reliable funding sources. The company’s tier 1 leverage and total risk-based capital ratios at June 30, 2008 were 7.76% and 13.93%, respectively, which were significantly above the regulatory requirements for well-capitalized institutions. The company expects both ratios to remain significantly above the levels for well-capitalized institutions at the end of the third quarter.”

51. On or about September 12, Washington Mutual hired Goldman Sachs as an advisor to help find a buyer for Washington Mutual.

52. On September 12, 2008, the Bloomberg financial news organization reported that JPMC was in “advanced talks” to buy Washington Mutual. Negotiations were described as being conducted “at the highest levels of both companies” and included JPMC’s CEO Dimon and Washington Mutual’s CEO Alan Fishman. The government was not involved.

53. Based on its ongoing negotiations with the FDIC and the manner in which JPMC later obtained Washington Mutual’s assets, JPMC’s “negotiations” with Washington Mutual were a sham and a pretext designed to gain access Washington Mutual’s confidential financial information. JPMC misrepresented to Washington Mutual that it would negotiate in

good faith for the purchase of the company. It is apparent from the fact that the Washington Mutual board of directors and officers were unaware of the imminent seizure and simultaneous sale of WMB to JPMC, that JPMC did not disclose that it was negotiating separately with the FDIC for the seizure of WMB and purchase of its assets. The fact that JPMC made no serious offer to Washington Mutual during September of 2008 for the purchase of the entire entity, but instead negotiated with the FDIC for the purchase of the cherry-picked assets out of receivership indicates that JPMC never had any intention to directly deal with Washington Mutual regarding purchase of Washington Mutual or any part thereof.

54. JPMC required, as a term of its "negotiations" with Washington Mutual, that JPMC be permitted access to Washington Mutual's financial non-public, confidential, financial records. In return for being granted access to Washington Mutual's confidential and proprietary financial information, JPMC, upon information and belief, executed an agreement, which it had no intention of abiding by, to keep confidential and not disclose any and all confidential information gathered by JPMC as part of its due diligence in examining Washington Mutual's financial circumstances.

55. Furthermore, in its dealings with Washington Mutual, JPMC implicitly represented to Washington Mutual that it would abide by the rules and expectations set forth in JPMC's own Code of Conduct (the "Code"). However, in dealing with Washington Mutual, JPMC failed to meet the ethical standards and rules contained in its Code.

56. The Code, which is publically available on JPMC's web site, "sets forth certain minimum expectations that JPMorgan Chase has for . . . employees and directors of JPMorgan Chase & Co. and its direct and indirect subsidiaries." The Code states that "We are all

expected to conduct the firm's business in accordance with the highest ethical standards, respecting the firm's customers, suppliers, and other business counterparties, dealing responsibly with the firm's assets, and complying with applicable legal and regulatory requirements." As one of JPMC's executives boasted, "Jamie Dimon and I are proud of the 200-year tradition of integrity on which this firm is built"

57. The Code of Conduct states regarding "Confidential Information, Public Communication, Data Privacy":

"We are all responsible for the safeguarding of confidential information, whether it is information entrusted to us by our customers, information regarding JPMorgan Chase's businesses and activities, or information about other employees.

* * *

You may not . . . directly or indirectly use or disclose to anyone any such confidential information, except as permitted by the Code and other policies applicable to you

* * *

(d) Do not disclose confidential information to anyone outside the firm unless you are authorized to do so. Where such disclosure is authorized, a confidentiality or privacy agreement may be required; check with the Legal Department"

58. In gaining access to Washington Mutual's confidential records, JPMC and Dimon falsely promised that JPMC would maintain the secrecy of Washington Mutual financial information. However, neither JPMC nor Dimon ever had any intention of abiding by its Code of Conduct or maintaining the confidentiality of Washington Mutual financial records. Upon information and belief, JPMC instead disclosed information as it saw fit to news media, government regulators, and investors, in such way as promoted its scheme. In addition, JPMC used its insider status to aggressively gather confidential information from Washington Mutual, which it then analyzed in order to accurately estimate the value of WMB deposits, mortgage

portfolio and other assets in order to make a detailed and profitable prearranged bid to the FDIC for the purchase of those assets. JPMC was therefore well prepared when the FDIC asked for bids to purchase WMB's assets some two weeks later.

59. On September 12, 2008, JPMC froze the assets of Lehman Brothers, thus precipitating Lehman Brothers' collapse and sending financial markets into turmoil. The resulting fear and uncertainty in the financial markets further hindered Washington Mutual's efforts to find a bidder for itself.

60. During this time, news media ran many stories that discussed Washington Mutual's unsuccessful efforts to sell itself, and other aspects of the company's financial health. Many of these news stories were sourced by unnamed "investment bankers" close to the negotiations. As a CNN Money article dated September 18, 2008 stated regarding the merger rumors about Washington Mutual and other banks, "You have bankers throwing rumors around trying to see how the market would react to things." The Wall Street Journal on September 19, 2008 reported that JPMC was reviewing Washington Mutual's books, "which are packed with shaky mortgages," and was "biding its time on a potential bid," according to "people close to J.P. Morgan." By September 23, 2008, the Financial Times was reporting that "people familiar with the talks" involving the Washington Mutual purchase said that the OTS was pushing for a speedy solution, but "[o]ne challenge for an outright sale of Washington Mutual is that the acquiring bank would have to take on WaMu's troubled mortgage portfolio, as well as the bank's litigation risk." Between September 15, 2008 and September 25, 2008, WMB customers withdrew \$16.7 billion in deposits, thus achieving JPMC's goal of creating a bank run.

61. In September of 2008, the Defendants shared the confidential information with outside investors in order to arrange an \$8 billion capital infusion that would enable JPMC to maintain its Tier 1 capital ratio. An investigative article published by the Wall Street Journal on September 29, 2008 details how JPMC contacted 10 major financial firms, many of whom were significant JPMC shareholders, asked them if they were interested in investing in the "strategic acquisition of a retail bank," and shared material non-public information relating to the acquisition. Nine out the ten firms contacted chose to invest, and JPMC was able to raise over \$11.5 billion within 24 hours after the FDIC awarded JPMC WMB's assets in late September of 2008.

62. On Tuesday, September 23, 2008, according to a September 29, 2008 Wall Street Journal article, the FDIC purportedly sought bids from select bidders, including JPMC, for the sale of WMB. Upon information and belief, an agreement had already been reached at this time between the FDIC and JPMC for the seizure and sale of WMB to JPMC. In addition, the requirements for a "conforming bid" had been reached after extensive negotiations between the FDIC and JPMC. Among other things, the unredacted portions of JPMC's "bid" to the FDIC dated September 24, 2008, obtained through Plaintiffs' Freedom of Information Act request, refer to multiple discussions between JPMC and the FDIC, OTS, OCC and other unspecified colleagues of the FDIC.

63. JPMC was the only company that submitted a conforming bid. According to records obtained from the FDIC by way of Plaintiffs' FOIA request, the only other bid was from Citigroup, Inc. This bid, by its own admitted terms, was not a conforming bid under the structure the FDIC offered. As it was nonconforming, the FDIC rejected this bid.

64. On September 24, 2008, the FDIC awarded JPMC the bid for WMB's assets. On Thursday evening September 25, 2008, the OTS seized WMB and placed WMB into receivership with the FDIC.

65. Upon information and belief, the seizure of WMB was conducted a day earlier than had been originally planned due to an expected legislative banking relief plan—the “bailout”—that appeared imminent earlier that week. On Tuesday, September 23, 2008, Federal Reserve Chairman Ben Bernanke and Treasury Secretary Henry Paulson testified before the Senate Banking Committee regarding the dire implications for the broader economy if the bailout was not passed by the end of the week. The \$700 billion financial bailout would have provided financial relief to Washington Mutual as it ultimately did for other non-seized national financial institutions, thus making seizure more difficult to justify.

66. In addition, two weeks later, the FDIC raised the ceiling for deposit insurance from \$100,000 to \$250,000. Many of the deposits Washington Mutual lost in mid-September came from accounts exceeding the earlier \$100,000 limit.

67. On September 25, 2008, only two days after the FDIC sought a bidder for the assets of Washington Mutual Bank, the FDIC and JPMC signed a “Whole Bank Purchase and Assumption” agreement whereby the FDIC, as receiver, sold WMB assets, including its branches, deposit liabilities, loan portfolio, and covered bonds and secured debts to JPMC for \$1.9 billion. This purchase price, which got JPMC the most valuable assets of Washington Mutual without any of the liabilities or litigation risk, was well below JPMC's offer of more than \$7 billion for the entire Washington Mutual company—liabilities and assets—made only five months prior. JPMC did not acquire obligations to unsecured debt holders such as the

Plaintiffs' in the transaction, or any litigation liability of WMI or WMB. JPMC stated that it expected to take a write-down of \$30 billion to \$54 billion on the acquired loan portfolio.

68. In return, JPMC received 2,237 bank branches, \$123.3 billion in deposits, and a significant increase in market presence in California, Oregon, Washington and Florida, and strengthening of market presence in several other states. JPMC gained \$176 billion in home loans, minus approximately \$30 billion in write downs. JPMC expected the deal to generate \$12 billion in capital over the next four years. After the deal, JPMC was the second largest retail bank in the United States. With its third and fourth quarter financial reports for 2008, JPMC reported gains of almost \$1.9 billion, due to its admission (buried in a financial statement footnote) that the fair value of the WMB's assets acquired exceed the \$1.9 billion purchase price it paid to the FDIC.

69. Following JPMC's acquisition of the Washington Mutual prime assets, Rotella was released from employment by JPMC. As a result of the termination, Rotella became eligible for an approximately \$20 million cash severance, plus millions more in noncash severance. Upon information and belief, Defendants JPMC and their CEO Dimon intended this result when Rotella was sent to Washington Mutual, and rewarded Rotella for his efforts by payment of \$20 million as provided in his employment agreement.

70. WMI, on September 26, 2008, having lost its primary income-producing asset, filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the District of Delaware, Case No. 08-CV-12229-MFW. WMI as it now exists lacks sufficient income-producing assets to meet its contractually mandated debt obligations to the Plaintiffs who own WMI bonds.

WMI bonds, and the underlying contractual rights, are therefore substantially impaired. WMI stock is worthless.

71. The WMB bonds (also held by Plaintiffs) are subject to liquidation as part of the FDIC receivership. Upon information and belief, these Bonds are worthless. The FDIC, in an informational sheet provided to claimants in Washington Mutual Bank states, "The FDIC as Receiver for Washington Mutual Bank does not anticipate that subordinated debt holders of the bank will receive any recovery on their claims."

Common stock owned by the Plaintiffs

72. The Plaintiff ANPAC purchased 5,000 shares of WMI common stock in 2004 and 2005, and held the stock through September 30, 2008. All purchases were made in League City, Galveston County, Texas.

73. The Plaintiff Garden State purchased 1,200 shares of WMI common stock in 2004, and held the stock through September 30, 2008. All purchases were made in League City, Galveston County, Texas.

74. The Plaintiff Farm Family Life Insurance Company purchased 2,600 shares of WMI common stock in 2004, and held the stock through September 30, 2008. All purchases were made in League City, Galveston County, Texas.

75. The Plaintiff NWL, through a wholly owned subsidiary, NWL Financial, Inc., purchased 1500 shares of WMI common stock in 2004 and 2005, and held the stock through September 30, 2008. All purchases were made in League City, Galveston County, Texas.

Bonds owned by the Plaintiffs and JPMC knowledge of Plaintiffs' Bond Contracts

76. The Plaintiffs owned the bonds listed below, which were issued by WMI and/or WMB (collectively referred to in later paragraphs as "Bonds"). Each bond evidences debt owed to them by the issuer. As such, the Bonds evidence the contractual obligation of WMI and/or WMB to pay to each Plaintiff a stream of future cash payments consisting of coupon payments and a payment of the principal value of the bond.

77. JPMC, by way of a wholly-owned subsidiary, served as registrar and/or depository for some or all of the Global Bank Note Programs under which the Plaintiffs' bonds were issued, and thereby had knowledge of the terms and conditions of Plaintiffs' bond contracts. JPMC's access to knowledge of the Bond contracts is described in the program circular for Washington Mutual Bank's Global Bank Note Program of April 2002, and states on page 37 that:

"J.P. Morgan Trust Company, National Association will serve initially as the Registrar for the Registered Notes. In such capacity, the Registrar will cause to be kept at its offices in The City of New York, as register (the "Note Register") in which, subject to such reasonable regulations as it may prescribe, the Registrar will provide for the registration of the Registered Notes and of transfers thereof."

~~78. For the 4.625% April 1, 2014 maturity Bond, JPMC was listed on the prospectus and was the depository institution for investors that wanted to hold their investments through Euroclear. In addition, JPMC was the depository and a joint book-running manager on the 5.0% March 22, 2012 maturity Bond and was again the depository institution for investors that wanted to hold their investments through Euroclear.~~

79. Through this special role with regard to Washington Mutual's bonds, its examination of Washington Mutual's confidential financial information in September of 2008,

and access of publically available information, JPMC had actual knowledge of the contractual rights and obligations associated with the Plaintiffs' bond contracts and was well aware of the contractual rights with which its scheme would interfere. Because of this actual knowledge of the bond contracts at issue, JPMC knew that its scheme to effect the seizure and sale of WMB's valuable assets would create a default and totally prevent WMI and WMB from otherwise being able to perform their obligations under the contracts.

80. ANICO owns the following bonds:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual, Inc.	939322AT0	5.0%	March 22, 2012	August 1, 2005	\$8,325,000
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013	October 9, 2003	\$5,300,000
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013	October 14, 2003	\$5,079,000
Washington Mutual Bank	93933WAA4	6.875%	June 15, 2011	October 15, 2002	\$3,000,000
Washington Mutual Bank	93933WAB2	5.65%	August 15, 2014	September 16, 2004	\$5,000,000

81. ANPAC owns the following bond:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual Bank	93933WAA4	6.875%	June 15, 2011	October 15, 2002	\$2,000,000

82. ANGIC owns the following bond:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual, Inc.	939322AN3	4.625%	April 1, 2014	April 6, 2004	\$1,000,000

83. FFLIC owns the following bond:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual Bank	93933WAA4	6.875%	June 15, 2011	May 16, 2002	\$5,000,000

84. FFCIC owns the following bonds:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual, Inc.	939322AN3	4.625%	April 1, 2014	April 6, 2004	\$1,000,000
Washington Mutual Bank	93933WAA4	6.875%	June 15, 2011	October 15, 2002	\$3,200,000

85. Pacific owns the following bond:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual, Inc.	939322AP8	4.2%	January 15, 2010	August 1, 2005	\$500,000

86. AN LLOYDS owns the following bond:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual, Inc.	939322AN3	4.625%	April 1, 2014	April 6, 2004	\$1,000,000

87. NWL owns the following bonds:

ISSUER	CUSIP	COUPON	MATURITY	PURCHASE DATE	PAR/FACE
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013	January 23, 2004	\$5,000,000
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013	January 26, 2004	\$4,000,000

Causes of Action

Count One:

Tortious Interference with Existing Contract

88. The allegations in the preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

89. In and about September of 2008, each Plaintiff (except Garden State) owned

Bonds of either WMI and/or WMB, which bonds evidenced the contractual obligation by WMI and/or WMB to make cash payments to the Plaintiff, as set forth in each Bond. WMB utilized a Global Note Program under which some of Plaintiffs' Bond investments were offered. The specifics of those offerings were described in Pricing Supplements. More specifically, the 2002 Offering Circular covering the Note Issuance program for WMB states:

"[Washington Mutual Bank] is obligated to make payments of principal of, and premium, if any, and interest on all of its Notes in the applicable

specified currency"

The Circular further provides:

"The applicable Pricing Supplement will specify a fixed interest rate per annum payable on a Fixed Rate Note. Unless otherwise specified in the applicable Pricing Supplement, the interest payment dates (the "Interest Payment Dates") for Fixed Rate Notes (other than Zero Coupon Notes) having a maturity greater than one year will be semi-annual on such dates specified in the applicable Pricing Supplement. Payments of interest on Fixed Rate Notes having maturities of greater than one year will include interest accrued to but excluding the relevant Interest Payment Date or Maturity. Unless otherwise specified in the applicable Pricing Supplement, interest on Fixed Rate Notes denominated in U.S. dollars with maturities of greater than one year will be computed on the basis of 360-day year of twelve 30-day months."

Consistent with those terms, the Pricing Supplements utilized the interest payment dates of "January 15 and July 15 for each year . . ." up to the stated Maturity Date of the specific Bond at which time remaining principal or par value of the Bond would be returned to the investor. These types of various Bond obligations entitled Plaintiffs to specific interest and principal payments from WMB and WMI.

90. Defendants were specifically aware of the Bond obligations to Plaintiffs. Defendants, through sources of information publically available to all participants in the marketplace for financial instruments, through its position and responsibilities as depository and/or registrar for some or all of Global Bank Note Programs under which the Plaintiffs' bonds were issued, and through its extensive due diligence into the financial circumstances of Washington Mutual, were aware of terms and conditions of all of the contractual relations and rights relating to the outstanding debt obligations of WMI and WMB. As such, the Defendants had actual knowledge of the existence of the Plaintiffs' bond contracts and the fact that their

actions in causing the seizure and sale out of the FDIC receivership would interfere with Plaintiffs' rights under the bond contracts.

91. Defendants willfully and intentionally interfered with Plaintiffs' bond contracts by inducing WMI and WMB to breach the contracts. As a proximate result of Defendants' actions, WMI voluntarily filed a petition in bankruptcy court, and has failed and refused to meet its obligations under the bond contracts. Likewise, WMB, through the FDIC as receiver for WMB, has failed and refused to meet its obligations under the bond contracts.

92. Defendants made WMI's and WMB's performance under the bond contracts impossible, more burdensome, difficult and expensive by executing its scheme to strip away the source of revenue from which WMI and WMB were to meet their obligations under the bond contracts. The scheme included, among other things, gaining access to Washington Mutual's confidential financial information under false pretenses, breaching an agreement to maintain the confidentiality of such information, and misusing the information. In addition, Defendants breached its promise to negotiate with Washington Mutual in good faith and obstructed Washington Mutual's efforts to sell itself. Defendants used their insider status and financial strength to work to bring about a regulatory seizure of WMB and obtain the sale of WMB assets from federal regulators to JPMC at a below-market price under terms that would sever the Plaintiffs' contractual rights under the Bonds.

93. Defendants' actions proximately caused the Plaintiffs to suffer actual damage and loss.

Count Two:
Breach of Confidentiality Agreement

94. The allegations in the preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

95. It is a usual and customary business practice for a business to sign a confidentiality agreement prior to engaging in a review of the financial records of another business for the purpose of conducting due diligence as part of a potential purchase of all or part of the business. The terms of such agreement provide that the reviewing party shall maintain the confidence of all confidential information reviewed. Upon information and belief, JPMC signed such a confidentiality agreement, and such agreement was valid and enforceable.

96. As owners of common stock of WMI and debt holders of the entities of WMI and/or WMB, the Plaintiffs have a valid and enforceable interest in protecting WMI and WMB from the harm resulting from disclosure of confidential financial information, and are intended beneficiaries of the confidentiality agreement. As a result, Plaintiffs have standing to sue for breach of the confidentiality agreement.

97. ~~The Plaintiffs and WMI and/or WMB have performed all obligations under the agreement.~~

98. The Defendants violated the confidentiality agreement by, among other things, misusing confidential financial information of Washington Mutual to negotiate with and develop a bid to submit to the FDIC, communicating with the FDIC regarding raw data and analyzed data for purposes that were wholly contrary to the purposes and intentions of the confidentiality agreement, disclosing confidential information with potential investors in order

to obtain capital, and, upon information and belief, disclosing confidential information to third parties in order to cause depositors to withdraw deposits, hamper Washington Mutual's efforts to obtain a purchaser for itself, and drive down WMI's credit rating and stock price.

99. The Defendants' breach caused the Plaintiffs injury by preventing WMI from obtaining a purchaser for itself or improving its financial health enough so that it could weather the market turmoil. As a result, the value of Plaintiffs' common stock was rendered worthless, and the contractual rights underlying the Bonds are of no value.

Count Three:
Unjust Enrichment

100. The allegations in the preceding paragraphs are hereby incorporated by reference as if fully set forth herein.

101. JPMC received a benefit from its transaction with the FDIC whereby it obtained the valuable assets of WMB at a price less than its fair market value. By JPMC's admission in its year-end 2007 financial statement, the fair value of WMB's assets was almost \$1.9 billion more than the amount JPMC paid.

102. Defendants unjustly failed to pay the Plaintiffs for the benefits they received, and the Plaintiffs received overwhelmingly less than the value of what Defendants extracted from the Plaintiffs.

103. The failure of Defendants to pay for the benefits they received was to the Plaintiffs' detriment and occurred only because the Defendants used fraud, duress, and took undue advantage by way of false pretenses, deceit, breached trust, and broken promises, in order to obtain the WMB assets at below market prices out of the FDIC receivership, unencumbered of Plaintiffs' contractual rights to payment.

Prayer

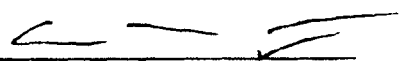
Plaintiffs pray that Defendants be cited to appear and answer herein, and that upon trial of this cause judgment be rendered for Plaintiffs as follows:

- a. All actual, consequential, and special damages;
- b. Punitive damages as provided by statutory and common law;
- c. Attorneys fees and legal expenses (including expert fees);
- d. Pre- and Post- judgment interest;
- e. Equitable relief to which Plaintiffs may be entitled; and,
- f. Costs of court.

Plaintiffs pray for general relief and such other and further relief to which they may be entitled in equity or at law.

Plaintiffs respectfully demand a trial by jury.

Respectfully submitted,



Andrew J. Mytelka
Attorney-in-Charge
State Bar No. 1476700
S.D. Tex. I.D. No. 11084
Joe A.C. Fulcher
State Bar No. 07509320
M. David Le Blanc
State Bar No. 00791090
Joseph R. Russo, Jr.
State Bar No. 24002879
Steve Windsor
State Bar No. 21760650
James M. Roquemore
State Bar No. 24058082

One Moody Plaza, 18th Floor
Galveston, Texas 77550
(409) 797-3200
(409) 766-6424 (FAX)

ATTORNEYS FOR PLAINTIFFS

**THE DISTRICT COURTS OF GALVESTON COUNTY
CIVIL CASE INFORMATION STATEMENT**

This Case Information Statement is for administrative purposes only. It shall be filed with the Parties Original Pleadings and shall be served upon all other parties to the action.

STYLE: American National Insurance
Co. et al
V. JPMorgan Chase & Co et al

COURT NO. 122nd
CASE NO. 09CV0199
FILED BY: X Plaintiff's
Defendant
Other

Andrew J. Mytelka
Name of Primary Attorney filing this
Bar No. 1476700
One Moody Plaza, 18th Fl.
Address
Galveston TX 77550
City State Zip
(409) 797-3200 (409) 766-6424
Phone No. Fax No.

Name of Opposing Attorney, if known
Bar No.
Address
City State Zip
Phone No. Fax No.

Briefly describe the case, including special characteristics that may warrant extended discovery or accelerated disposition. If discovery LEVEL 3 is requested, explain why. Attach additional sheets if necessary.
This lawsuit involves complex commercial matters involving numerous expert witnesses and complicated electronic discovery.

Estimated time for discovery 1 year Estimated Trial Time 2 weeks

Do you presently anticipate adding any parties? NO When?

Level Assignment Preferred:
LEVEL 1 LEVEL 2 LEVEL 3

\$50,000 or less All other Cases X Court order only

Is this case suitable for ADR? yes ADR Method Mediation

Signature of Attorney [Signature] Date

Printed Name of Attorney: Andrew J. Mytelka

All Status Conferences will be set for the Thursday following 90 days from the date of filing.
YOUR STATUS CONFERENCE IS SET AS FOLLOWS:

10th District Court 10:00 a.m.
56th District Court 9:30 a.m.
122nd District Court 9:30 a.m. 5/21/09
212th District Court 9:00 a.m.
405th District Court 9:30 a.m.

CAUSE NO. _____

AMERICAN NATIONAL INSURANCE	§	
COMPANY, AMERICAN NATIONAL	§	
PROPERTY AND CASUALTY COMPANY,	§	
AMERICAN NATIONAL GENERAL	§	IN THE DISTRICT COURT
INSURANCE COMPANY, FARM FAMILY	§	
LIFE INSURANCE COMPANY, FARM	§	
FAMILY CASUALTY INSURANCE	§	GALVESTON COUNTY, TEXAS.
COMPANY, PACIFIC PROPERTY AND	§	
CASUALTY COMPANY, AMERICAN	§	
NATIONAL LLOYDS INSURANCE	§	_____ TH JUDICIAL CIRCUIT
COMPANY, NATIONAL WESTERN LIFE	§	
INSURANCE COMPANY, and GARDEN	§	
STATE LIFE INSURANCE COMPANY,	§	
Plaintiffs	§	
vs.	§	
JPMORGAN CHASE & CO., and	§	
JPMORGAN CHASE BANK, NATIONAL	§	
ASSOCIATION,	§	
Defendants.	§	

PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANT, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION.

TO: JPMorgan Chase Bank, National Association, 270 Park Ave., New York, New York 10017-2070 by way of service upon its registered agent for service of process in the State of Texas, C T Corporation System, 350 North St. Paul St., Dallas, Texas 75201.

Pursuant to Rules 192, 193 and 196 of the Texas Rules of Civil Procedure, you are requested to produce, at the offices of GREER, HERZ & ADAMS, L.L.P., One Moody Plaza, 18th Floor, Galveston, Texas 77550, no later than fifty (50) days from the date of service, the documents and other tangible things described for examination, photocopying, and reproduction.

I. DEFINITIONS

Unless otherwise indicated in a specific request or negated by the context of the request, the following definitions apply:

(A) **Plaintiffs** – Unless otherwise indicated, the term “Plaintiffs” refers to the named Plaintiffs, and their subsidiaries and affiliates.

(B) **Bonds** – Unless otherwise indicated, the term “bonds” shall refer to those bonds identified in the Plaintiffs’ Original Petition as being owned by the Plaintiffs.

(C) **Defendant, Respondent, You or Your** - Unless otherwise indicated, the use in this Set of Discovery Requests of the term “Defendant”, “Respondent”, “You” or “Your” shall specifically refer to JPMorgan Chase & Co., its subsidiaries and affiliates, as well as Your directors, officers, attorneys, agents, employees, and all other natural persons or business or legal entities acting, or purporting to act, for or on Your behalf whether authorized to do so or not. By way of example and not limitation, “Defendant,” “Respondent,” “You” and “Your” includes James “Jamie” Dimon.

(D) **WMI** – The term “WMI” refers to Washington Mutual, Inc., its subsidiaries and affiliates, as well as its trustee in bankruptcy, directors, officers, attorneys, agents, employees, and all other natural persons or business or legal entities acting, or purporting to act, for or on WMI’s behalf whether authorized to do so or not.

(E) **Washington Mutual Bank** – The term “Washington Mutual Bank” unless otherwise indicated, refers to the banking operations of WMI and where appropriate, the entities Washington Mutual Bank, Henderson, NV and Washington Mutual Bank, FSB, Park City, UT.

(F) **FDIC** - The term “FDIC” refers to the Federal Deposit Insurance Corporation acting in any capacity, and any directors, officers, attorneys, agents, employees, and all other natural persons or business or legal entities acting, or purporting to act, for or on FDIC’s behalf whether authorized to do so or not.

(G) **OTS** – The term “OTS” refers to the Office of Thrift Supervision and any directors, officers, attorneys, agents, employees, and all other natural persons or business or legal entities acting, or purporting to act, for or on FDIC’s behalf whether authorized to do so or not.

(H) **Person** - The term “Person” shall include individuals, associations, partnerships, corporations, joint ventures, proprietorships, agencies, boards, commissions, governmental entities, and any other institutions whether formed for business purposes or any other purposes and the officers, representatives, employees, and agents of such associations, partnerships, public or private corporation, joint ventures, proprietorships, agencies, boards, commissions, governmental entities, and institutions.

(I) **Document(s), Other data compilation or Tangible things** - The terms “Document(s)”, “Other data compilations” and/or “Tangible things” as used in this Set of

GREER, HERZ & ADAMS, L.L.P.

By: 

Andrew J. Mytelka
Attorney-in-Charge
State Bar No. 1476700
S.D. Tex. I.D. No. 11084
Joe A.C. Fulcher
State Bar No. 07509320
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(409) 797-3200
(409) 766-6424 (FAX)

ATTORNEYS FOR PLAINTIFFS

Discovery Requests means and includes, whether printed or recorded, or reproduced by any other mechanical process: all originals when available, and otherwise a carbon copy, xerox copy, or other identical or non-identical copy, of any agreements, contracts, communications, directives, correspondence, telegrams, letters, memoranda, forms, summaries or records of personal conversations or interview or telephone conversations, trip reports, diaries, graphs, reports, studies, reports of studies, position papers, notebooks, notes, charts, plans or specifications, drawings, sketches, calculations, working papers, maps, summaries or records of meetings or conferences, summaries or reports of investigation or negotiations, opinions or reports of consultants, computer print-outs, books, accounts, writings, photographs, motion picture film, electronic or videotape recordings, magnetic tapes or other product of any device for recording sound, light or electronic impulses, brochures, pamphlets, advertisements, circulars, press releases, any marginal comments appearing on any Document, Other data compilations from which information can be obtained and translated, if necessary, by Respondent, into reasonably usable form, and drafts of any of the foregoing. In those instances when requested information is stored only on software or Other data compilations, the Respondent should either produce the raw data along with all codes and programs for translating it into usable form or produce the information in a finished usable form, which would include all necessary glossaries, keys and indices for interpretation of the material. It is further requested that all Documents and/or Other data compilations which might have impact on the subject matter of this litigation be preserved and that any ongoing process of Document destruction involving such Documents cease, whether or not such destruction is pursuant to the unrelated business practices of Respondent.

(J) **Communicate or Communication** - "Communicate" and "Communication" refer to every disclosure, transfer, or exchange of information, whether face to face, oral, written, by telephone, mail, personal delivery, or otherwise.

(K) **And** and **Or** - "And" and "or" shall be construed either conjunctively or disjunctively as required by the context of the request.

(L) **Relate or Relating** - "Relate" or "relating" shall mean in whole or in part directly or indirectly referring to, concerning, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, evidencing, or constituting.

(M) **Control** - "Control" means within Your possession, custody, or control and includes constructive possession as long as You, Your attorneys, agents, or representatives, whether natural Persons or business or legal entities, have possession, custody, or control or have an equal or superior right to compel production from any third party having possession, whether natural Persons or business or legal entities, and including any agency, authority, or representative.

(N) **Identify** - The use of the term "identify" in any of its forms in this Set of Interrogatories shall require Respondent to provide:

- (1) with respect to a natural person, the person's full name, present employer, present job title, present job description, present business address and present residence

address (last known if the present addresses are unknown). If there have been changes in employer, job title, or job description during the time period covered by this Set of Interrogatories, then Respondent shall provide all employers, titles, and job descriptions together with the period during which each title or job was held;

- (2) with respect to a witness, his full name, present employer, present job title, present job description, present business address and present residence address, whether the witness has given a statement and, if so, the date the statement was given, the person to whom the statement was given, whether the statement as oral or in writing, and, if oral, whether the state was or has been reduced to writing; and identify all documents relating to the statement or testimony of the witness;
- (3) with respect to a business entity, the full name of the business entity, the present address of its principal place of business, the present address of each of its other places of business, all dates and states of incorporation, all dates and places of registration, and the identity of its officers, directors, and partners;
- (4) with respect to a document, its title, date, author (and, if different, signer or signers), addressee, recipient of each copy, subject matter and substance, the present location, and the identity of the custodian(s). All documents shall be so identified regardless of whether or not the document is in Respondent's possession, custody or control and regardless of whether the document is claimed to be privileged. The identification of a document requires the identification, as separate documents, of all attachments to each document, as well as drafts and revisions of the document;
- (5) with respect to a file, the title, any other file designator, date, subject matter, the location(s) where it was maintained in the usual course of business immediately prior to the time it was first used in connection with this litigation, and the identity of the custodian at such time;

~~(6) with respect to an oral statement, representation or communication, the identification of each person taking part in the communication, the identification of each person present at the time of the communication, the subject matter of the communication, the substance of the communication, the mode of communication, the date and location of the communication, and the identification of all documents relating thereto.~~

(O) If any Document which would be responsive to any discovery request herein was, but is no longer, in Your possession or subject to Your Control, or is no longer in existence, Identify each Document, in the manner defined hereinabove, and by additionally stating:

- (1) if it is missing or lost; or
- (2) if it has been destroyed; or

- (3) if it has been transferred voluntarily to others; or
- (4) it has been otherwise disposed of; and, in each instance in which it has been destroyed, transferred, or disposed of:
 - (a) explain the circumstances surrounding such disposition; and
 - (b) Identify the Persons(s) directing or authorizing its destruction or transfer; and
 - (c) the date(s) of such direction or authorization; and
 - (d) whether the Document (or copies) are still in existence, and if so, Identify the custodians(s) and its (or their) present location(s).

(P) The singular and masculine of any noun or pronoun includes the plural, the feminine, and the neuter, as determined from the context of the interrogatory. The defined terms include any version of that term, including capitalization, italicized, bold, underlined, or regular usage of the term.

(Q) If Defendant claims any privilege or immunity in connection with any of these discovery requests, Defendant shall state its claim in detail and provide all information that is relevant to the evaluation of the claim of privilege or immunity or to the waiver of the privilege or immunity. The information shall be sufficient to allow presentation of the claim to the court and to allow Plaintiffs to contest the claim and urge any waiver of the privilege. The information shall also include, without limitation, the Identity of all Documents and of all oral statements and communications relating to the claim or its waiver.

(R) These discovery requests are continuing in nature. If further information comes into the possession of, or is brought to the attention of You, Your partners, agents, employees, officers, directors, representatives or attorneys in the course of trial or prior to trial, then supplementation of Respondent's response is required.

II. INSTRUCTIONS

- (A) If any Document which would be responsive to any discovery request herein was, but is no longer, in Your possession or subject to Your Control, or is no longer in existence, Identify each Document, in the manner defined herein above, and by additionally stating:
- 1) if it is missing or lost; or
 - 2) if it has been destroyed; or
 - 3) if it has been transferred voluntarily to others; or
 - 4) it has been otherwise disposed of; and, in each instance in which it has been destroyed, transferred, or disposed of:
 - a) explain the circumstances surrounding such disposition; and

- b) Identify the Persons(s) directing or authorizing its destruction or transfer; and
- c) the date(s) of such direction or authorization; and
- d) whether the Document (or copies) are still in existence, and if so, Identify the custodians(s) and its (or their) present locations(s).

(B) The singular and masculine of any noun or pronoun includes the plural, the feminine, and the neuter, as determined from the context of the interrogatory. The defined terms include any version of that term, including capitalized, italicized, bold, underlined, or regular usage of that term.

(C) If you claim any privilege or immunity in connection with any of these discovery requests, you shall state its claim in detail and provide all information that is relevant to the evaluation of the claim of privilege or immunity or to the waiver of the privilege or immunity, specifically including the privilege claimed, the facts upon which you rely to support the claim of privilege, and the scope of said privilege. The information shall be sufficient to allow presentation of the claim to the court and to allow Requesting Party to contest the claim and urge any waiver of the privilege. The information shall also include, without limitation, the Identity of all Documents and of all oral statements and communications relating to the claim or its waiver. Proceed to answer with all requested information for which protection or privilege is not claimed.

(D) These discovery requests are continuing in nature. If further information comes into the possession of, or is brought to the attention of You, Your partners, agents, employees, officers, directors, representatives or attorneys in the course of trial or prior to trial, then supplementation of Respondent's response is required.

(E) Except as otherwise specified or indicated by context, each of the following requests seeks information for the period from January 1, 2000, to the date of your responses hereto, subject to your continuing duty to supplement.

(F) It is requested that all documents and/or other data compilations which might have impact on the subject matter of this litigation be preserved and that any ongoing process of document destruction involving such documents cease, whether or not such destruction is pursuant to the unrelated business practices of Responding Party.

(G) Counsel for Requesting Party will discuss with counsel for Responding Party any questions regarding perceived ambiguities in, or claims regarding the burdens involved in, or compliance with the discovery sought in this request in order to resolve any such issues without the necessity of court intervention.

III. REQUESTS FOR PRODUCTION

Produce all documents, data compilations and other tangible items related to, evidencing or reflecting the following:

REQUEST FOR PRODUCTION NO. 1:

All documents that constitute, memorialize or evidence agreements between you and the FDIC made from January 1, 2008 to the present regarding the following entities or their assets:

- (a) WMI;
- (b) Washington Mutual Bank, Henderson, NV;
- (c) Washington Mutual Bank, FSB, Park City, UT.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

All documents that constitute, memorialize or evidence agreements between you and the OTS made from January 1, 2008 to the present regarding the following entities or their assets:

- (a) WMI;
- (b) Washington Mutual Bank, Henderson, NV;
- (c) Washington Mutual Bank, FSB, Park City, UT.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

All documents that constitute memorialize or evidence agreements between you and any person made from January 1, 2008 to the present regarding each of the following entities or their assets:

- (a) WMI;
- (b) Washington Mutual Bank, Henderson, NV;
- (c) Washington Mutual Bank, FSB, Park City, UT.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

All documents relating to your negotiations for and acquisition of the assets and liabilities of Washington Mutual Bank pursuant to any Washington Mutual Bank Purchase and Assumption Agreement, entered into by and among FDIC and you.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

All documents evidencing or reflecting a confidentiality agreement between you and the FDIC in any way related to the acquisition of WMB assets.

All documents evidencing or reflecting a confidentiality agreement between you and WMB or WMI in any way related to the acquisition of WMB assets.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

All documents and communications between you and any person, including but not limited to the FDIC, OTS and WMI, relating to any offer or negotiation to purchase of part or all of WMI or Washington Mutual Bank during the time period from January 1, 2008 to September 30, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

The following documents and communications delivered to the FDIC on or about September 24, 2008:

- (a) Bid Form;
- (b) Certified Board Resolutions;
- (c) Secretary's Certificate re: Authorized Officers;
- (d) Purchaser Eligibility Certification;
- (e) any document, including cover letter, accompanying the documents identified in (a) through (d), above.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

All documents and electronic files upon which were relied or used in creating or developing any

bid or offer regarding Washington Mutual Bank submitted to the FDIC, including but not limited to the bid submitted on or about September 24, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

All documents that identify or reference the source of information used to create any bid, communication or document submitted to the FDIC or OTS regarding Washington Mutual Bank during the period from January 1, 2008 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

All documents acquired or created regarding or in furtherance of negotiations between you and the FDIC, OTS or any person concerning WMI or Washington Mutual Bank, made between January 1, 2008 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

All documents that reflect the identity of any person that communicated with the FDIC or OTS regarding WMI or Washington Mutual Bank during the time period between January 1, 2008 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

All communications between you and the FDIC, OTS regarding WMI or Washington Mutual Bank made between January 1, 2008 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

All documents and communications relating to the approval by the OTS to enter an order putting Washington Mutual Bank into receivership.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

All documents reflecting any meeting between you and any persons representing the following organizations regarding WMI or Washington Mutual Bank, between January 1, 2008 and the present:

- (a) FDIC;
- (b) OTS;
- (c) any member or representative of the Federal Reserve;
- (d) any federal agency;
- (e) any official elected to office in the United States
- (f) any director, officer, employee or agent of WMI or Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

All agreements between you and WMI or Washington Mutual Bank made from January 1, 2008 to the present. This request includes, but is not limited to, all confidentiality agreements entered into between you and WMI or Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

All documents provided by you to WMI or Washington Mutual Bank from September 1, 2008 to September 30, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

All documents received by you from WMI or Washington Mutual Bank from September 1, 2008 to September 30, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

All documents acquired or created as a result of any due diligence investigation relating to the financial circumstances of WMI or Washington Mutual Bank between January 1, 2008 to the September 30, 2008. This request includes but is not limited to:

- (a) any charts describing the organizational structure of WMI and its subsidiaries;
- (b) all business and financial records obtained or reviewed from WMI and Washington Mutual Bank;
- (c) all contracts of WMI and Washington Mutual Bank that were obtained or reviewed;
- (d) all litigation to which WMI was involved, and any assessment made regarding such litigation;
- (e) all real estate and personal property holdings of WMI and Washington Mutual Bank;
- (f) all intellectual property holdings of WMI and Washington Mutual Bank;
- (g) all federal, state and local tax returns of WMI and Washington Mutual Bank that were obtained or reviewed;
- (h) all other material that was reviewed as part of your due diligence.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

All documents reflecting the identity of persons that conducted due diligence or examined financial records of WMI or Washington Mutual Bank on behalf of you from January 1, 2008 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

All documents created or obtained by you as a result of any negotiations with WMI or Washington Mutual Bank from January 1, 2008 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

All documents containing the results of analysis of financial data of WMI or Washington Mutual Bank created using information obtained as part of any due diligence investigation

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Ken Blincow of the FDIC and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Mitchell Glassman of the FDIC and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Sheila Bair of the FDIC and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between any employee or representative of the FDIC and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between William Isaac, a former FDIC chairman, and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between John Reich of the OTS and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Henry Paulson and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Ben Bernanke and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Chris Cox and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Stephen Cutler and Linda Thomsen, including documents upon which either person was copied by the other, between January 1, 2008 and the present, regarding Bear Sterns or Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between any employee, officer or agent of Goldman Sachs and you, including documents upon which such person was copied, between January 1, 2008 and the present, which in any way regards Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33:

Any and all documents, communications, recordings, transcriptions or other materials

concerning any conversations or other communications between Alan Fishman and you, including documents upon which such person was copied, between January 1, 2005 and the present, which in any way regards the acquisition of WMI, Washington Mutual Bank, or any assets thereof, by you.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34:

All documents reflecting the identity of the persons and firms contacted by you in September of 2008 regarding a "strategic acquisition of a retail bank," as referenced in the September 29, 2008 Wall Street Journal Article, "How J.P. Morgan Raised \$11.5 Billion in 24 Hours," in order to raise capital in connection capital requirements affected by your bid to purchase Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35:

All documents provided to persons and firms contacted by you in September of 2008 regarding a "strategic acquisition of a retail bank," as referenced in the September 29, 2008 Wall Street Journal Article, "How J.P. Morgan Raised \$11.5 Billion in 24 Hours," in order to raise capital in connection capital requirements affected by your bid to purchase Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

All documents reflecting the source of the information that was provided to persons and firms with respect to your efforts to raise capital in connection capital requirements affected by your bid to purchase Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 37:

All documents upon which you relied in reporting an extraordinary gain in the amount of \$581 million on your third quarter 2008 Consolidated Financial Highlights as a result of your

acquisition of the banking operations of Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 38:

All documents upon which you relied in reporting an extraordinary gain in the amount of \$1.3 billion on your fourth quarter 2008 Consolidated Financial Highlights as a result of your acquisition of the banking operations of Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 39:

All documents and communications created or made from July 1, 2008 to the present regarding your calculation and reporting of the extraordinary gains in the third and fourth quarters of 2008 as a result of your acquisition of the banking operations of Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40:

All documents that reflect the identity of the persons that calculated the extraordinary gains in the third and fourth quarters of 2008 as a result of your acquisition of the banking operations of Washington Mutual Bank, and the persons responsible for reporting such gain.

RESPONSE:

REQUEST FOR PRODUCTION NO. 41:

All post-acquisition documents that show the financial and business impact upon you as a result of your acquisition of the assets of Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42:

All documents created by you between January 1, 2004 and the present in which you "kept track of banks that would complement [your] franchise," and in which you determined that "Washington Mutual consistently was at the top of the list," as stated by Charlie Scharf, your Chief Executive Officer of Retail Financial Services in a letter dated October 2, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43:

All documents reflecting your "ability to be on the inside" as being a source of power, strength or other positive attribute to be utilized as a business practice.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44:

All memoranda, business plans, and documents evaluating or discussing WMI or Washington Mutual Bank created by you between January 1, 2004 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45:

All documents reflecting or evidencing employment or separation agreements between WMB or WMI and WMB or WMI directors or the following employees: Steven Rotella, Taj Bindra, John Berens, Youyi Chen or Bill Murray between January 1, 2008 and the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 46:

All documents that concern the circumstances, agreements and understandings relating to the termination of employment with you of the following persons, and their employment with WMI or Washington Mutual Bank, in and about 2004 to 2005:

- (a) Steven Rotella;
- (b) Taj Bindra;
- (c) John Berens;

- (d) Youyi Chen;
- (e) Bill Murray;

RESPONSE:

REQUEST FOR PRODUCTION NO. 47:

All communications between you and the following individuals from December 1, 2004 to the present:

- (a) Steven Rotella;
- (b) Taj Bindra;
- (c) John Berens;
- (d) Youyi Chen;
- (e) Bill Murray;

RESPONSE:

REQUEST FOR PRODUCTION NO. 48:

All communications and documents by, to, or upon which the following persons were copied between January 1, 2004 to December 1, 2004 that refer to WMI or Washington Mutual Bank:

- (a) Steven Rotella;
- (b) Taj Bindra;
- (c) John Berens;
- (d) Youyi Chen;
- (e) Bill Murray.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

All communications and documents delivered to or from you and Steve Fortunato from January 1, 2007 to October 1, 2008

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

All communications between you and Steve Fortunato from January 1, 2004 to the present that refer to WMI or Washington Mutual Bank

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

All communications between you and any member of the United States Senate Banking Committee during the period from July 1, 2008 and October 15, 2008 relating or referring to any legislation under consideration by such committee.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

All documents evidencing or reflecting internal communications by or between JPMC's Management and its Board of Directors regarding when the United States Congress may decide to provide money to financial institutions through a government bail out program which ultimately became the Troubled Asset Relief Program enacted in October of 2008.

All documents evidencing or reflecting internal communications by or between JPMC's Management and WMB or WMI Board of Directors regarding when the United States Congress may decide to provide money to financial institutions through a government bail out program which ultimately became the Troubled Asset Relief Program enacted in October of 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53:

All communications between you and any member of the news media regarding WMI or Washington Mutual Bank during the period from April 1, 2008 to September 30, 2008. This Request includes, but is not limited to, communications to or from the following persons:

- (a) Heidi N. Moore of the Wall Street Journal
- (b) Damian Paletta of the Wall Street Journal
- (c) David Enrich of the Wall Street Journal
- (d) Robin Sidel of the Wall Street Journal
- (e) Dan Fitzpatrick of the Wall Street Journal

- (f) Evan Perez of the Wall Street Journal
- (g) Dan Fitzpatrick of the Wall Street Journal
- (h) John McCorry, Bloomberg
- (i) Rick Green of Bloomberg
- (j) Ari Levy of Bloomberg
- (k) Elizabeth Hester of Bloomberg
- (l) Zach Mider of Bloomberg
- (m) David Evans of Bloomberg
- (n) Justin Baer of Bloomberg
- (o) Saskia Scholtes of Financial Times
- (p) Julie MacIntosh of Financial Times
- (q) Krishna Guha of Financial Times
- (r) Joanne Chung of Financial Times
- (s) Karey Wtkowski, Reuters
- (t) Tim Dobbyn, Reuters
- (u) Kim Dixon, Reuters
- (v) Eric Dash of the New York Times
- (w) Andrew Ross Sorkin of the New York Times
- (x) Mara Der Hovanesian, as of 2005, of Business Week
- (y) Emily Thornton, as of 2005, of Business Week
- (z) Stanley Reed, as of 2005, of Business Week
- (aa) Eric Engleman, as of 2004, of the Puget Sound Business Journal
- (bb) Kristen Grind of the Puget Sound Business Journal
- (cc) Mary McGarity, as of 2005, of Mortgage Banking
- (dd) Rami Grunbaum, Seattle Times
- (ee) Melissa Allison of the Seattle Times
- (ff) Amit R. Paley, Washington Post
- (gg) David Ellis of CNN
- (hh) Tami Luhby of CNN
- (ii) Julie Hirschfeld of Time
- (jj) Jeannine Aversa of Time

RESPONSE:

REQUEST FOR PRODUCTION NO. 54:

Any and all documents, communications, recordings, transcriptions or other materials concerning any conversations or other communications between Ben Bernanke and you between January 1, 2008 and the present, regarding WMI or Washington Mutual Bank.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55:

All documents that reflect your trading activity on your own account regarding common stock of WMI from April 1, 2008 to September 30, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56:

All documents that reflect advice or evaluations made by you between April 1, 2008 to September 30, 2008 regarding any security issued by WMI or Washington Mutual Bank

RESPONSE:

REQUEST FOR PRODUCTION NO. 57:

All documents that reflect deposit and withdrawal activity in any account maintained or controlled by you in Washington Mutual Bank for the time period between April 1, 2008 to September 30, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58:

All documents created by you from July 1, 2008 to the present, that reference the basis for your decision to freeze the assets of Lehman Brothers, which event occurred on September 12, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59:

The personal and business diaries of James "Jamie" Dimon for the years 2004, 2005, 2006, 2007, 2008 and 2009.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60:

All documents evidencing or reflecting inquiry by the United States Securities and Exchange Commission or Federal Bureau of Investigation in any way related to the acquisition of WMB assets.

RESPONSE

REQUEST FOR PRODUCTION NO. 61:

All communications with any member of the task force formed to investigate the failure of Washington Mutual Inc. as described in statement by United States Attorney, Jeffrey C. Sullivan, on October 15, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62:

All documents provided to the task force formed to investigate the failure of Washington Mutual Inc. as described in statement by United States Attorney, Jeffrey C. Sullivan, on October 15, 2008.

RESPONSE:

REQUEST FOR PRODUCTION NO. 63:

All documents reflecting lawsuits and claims against you by owners of stock or debt securities of WMI and Washington Mutual Bank based on your actions relating to the seizure of Washington Mutual Bank and your purchase of assets from the FDIC.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64:

All communications you have received by owners of stock or debt securities of WMI and Washington Mutual Bank based on your actions relating to the seizure of Washington Mutual Bank and your purchase of assets from the FDIC.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65:

All documents reflecting settlement, compromise or resolution of lawsuits and claims against you by owners of stock or debt securities of WMI and Washington Mutual Bank based on your actions relating to the seizure of Washington Mutual Bank and your purchase of assets from the FDIC.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66:

All documents referring to any Plaintiffs as owners of any of the bonds.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67:

All documents created or obtained by you as part of your activities as bond registrar, depository or transfer agent with respect to the Plaintiff's Bonds.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68:

All documents reflecting your duties as the Registrar for any note offerings under the WMB April 2002 and/or August 2002 Global Bank Note Program.

RESPONSE:

REQUEST FOR PRODUCTION NO. 69:

All Pricing supplements related in any way to notes or bond offerings under the WMB April 2002 and/or August 2002 Global Bank Note Program.

RESPONSE:

REQUEST FOR PRODUCTION NO. 70:

All documents evidencing or reflecting your role as an investment or book running manager for the Bonds or Notes purchased by Plaintiffs and made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 71:

All documents evidencing or reflecting WMB April 2002 and/or August 2002 Global Bank Note Program.

RESPONSE:

REQUEST FOR PRODUCTION NO. 72:

All correspondence between you and WMB or WMI regarding or reflecting your involvement with the WMB April 2002 and/or August 2002 Global Bank Note Program.

RESPONSE:

REQUEST FOR PRODUCTION NO. 73:

All correspondence between you and WMB or WMI regarding or reflecting your involvement the issuance of any WMB or WMB Bonds or Notes purchased by Plaintiffs and made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 74:

All documents reflecting your review, knowledge, investment or holdings of or in the following securities between January 1, 2008 and the present:

RESPONSE:

REQUEST FOR PRODUCTION NO. 75:

ISSUER	CUSIP	COUPON	MATURITY
Washington Mutual, Inc.	939322AT0	5.0%	March 22, 2012
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013
Washington Mutual Bank	93933VAS7	5.5%	January 15, 2013
Washington Mutual Bank	93933WAA4	6.875%	June 15, 2011
Washington Mutual Bank	93933WAB2	5.65%	August 15, 2014
Washington Mutual, Inc.	939322AN3	4.625%	April 1, 2014
Washington Mutual, Inc.	939322AP8	4.2%	January 15, 2010

RESPONSE:

REQUEST FOR PRODUCTION NO. 76:

All documents that reflect or evidence your authorization to do business in the State of Texas.

RESPONSE:

REQUEST FOR PRODUCTION NO. 77:

All documents that reflect the number of branches, office locations, and business contacts, and dollar amount of revenue generated from your business activities in the State of Texas.

RESPONSE:

CAUSE NO. _____

AMERICAN NATIONAL INSURANCE	§	
COMPANY, AMERICAN NATIONAL	§	
PROPERTY AND CASUALTY COMPANY,	§	
AMERICAN NATIONAL GENERAL	§	IN THE DISTRICT COURT
INSURANCE COMPANY, FARM FAMILY	§	
LIFE INSURANCE COMPANY, FARM	§	
FAMILY CASUALTY INSURANCE	§	GALVESTON COUNTY, TEXAS
COMPANY, PACIFIC PROPERTY AND	§	
CASUALTY COMPANY, AMERICAN	§	
NATIONAL LLOYDS INSURANCE	§	___ TH JUDICIAL CIRCUIT
COMPANY, NATIONAL WESTERN LIFE	§	
INSURANCE COMPANY, and GARDEN	§	
STATE LIFE INSURANCE COMPANY,	§	
Plaintiffs	§	
vs.	§	
	§	
JPMORGAN CHASE & CO., and	§	DEMAND FOR JURY TRIAL
JPMORGAN CHASE BANK, NATIONAL	§	
ASSOCIATION,	§	
Defendants.	§	

**PLAINTIFFS' REQUEST FOR DISCLOSURE TO
DEFENDANT, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

TO: JPMorgan Chase Bank, National Association, 270 Park Ave., New York, New York
10017-2070 by way of service upon its registered agent for service of process in the
State of Texas, C T Corporation System, 350 North St. Paul St., Dallas, Texas 75201

Pursuant to Rule 194 Texas Rules of Civil Procedure, you are requested to disclose the

following information and material:

- 194.2 (a) the correct names of the parties to the lawsuit;
- (b) the name, address, and telephone number of any potential parties;
- (c) the legal theories and, in general, the factual bases of the responding party's
claims or defenses;
- (d) the amount and any method of calculating economic damages;

(e) the names, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;

(f) for any testifying expert:

- (1) the expert's name, address and telephone number;
- (2) the subject matter on which the expert will testify;
- (3) the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
- (4) if the expert is retained by, employed by, or otherwise subject to the control of the responding party:
 - (A) all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and

(B) the expert's current resume and bibliography;

- (g) any discoverable indemnity and insuring agreements;
- (h) any discoverable settlement agreements;
- (i) any discoverable witness statements;
- (j) in a suit alleging physical or mental injury and damages from the

occurrence that is the subject of the case, all medical records and bills that are reasonably related

to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;

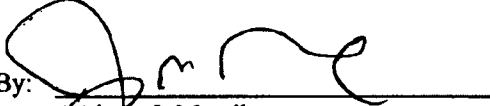
(k) in a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party.

You are instructed that pursuant to Rule 194.5, no objection or assertion of work product is permitted to this request.

You must serve a written response on the requesting party within 30 days after service of this request.

GREER, HERZ & ADAMS, L.L.P.

By:


Andrew J. Mytelka
Attorney-in-Charge
State Bar No. 1476700
S.D. Tex. I.D. No. 11084
Joe A.C. Fulcher
State Bar No. 07509320
M. David Le Blanc
State Bar No. 00791090
Joseph R. Russo, Jr.
~~State Bar No. 24002879~~

Steve Windsor
State Bar No. 21760650
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One Moody Plaza, 18th Floor
Galveston, Texas 77550
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(409) 766-6424 (FAX)

ATTORNEYS FOR PLAINTIFFS

EXHIBIT B

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

DEFINITIONS

The following terms (whether or not capitalized) shall have the meanings set forth below:

1. "Adversary Proceeding" refers to *JPMorgan Chase Bank, National Association v. Washington Mutual, Inc., et al.*, Adversary Proceeding No. 09-50551 (Bankr. D. Del.).

2. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. "Any," "all" and "each" shall be construed broadly, and shall mean , any, all, and each as necessary to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

4. "Capital Contributions" means the \$6.5 billion in capital contributions that WMI made to WMB from December 2007 through September 2008, as described in paragraph 25 of the complaint filed in the Washington DC Action.

5. "Communication" means any oral, written or electronic transmission of information, fact, opinion, belief, idea, statement, inquiry or otherwise, including without limitation any letter, correspondence, memorandum, electronic-mail message, note or meeting log, conversation, meeting, discussion, telephone call, facsimile, telegram, telex, conference or message.

6. "Concerning" means comprising, consisting of, concerning, referring to, reflecting, regarding, supporting, evidencing, relating to, prepared in connection with, used in preparation for, or being in any way legally, logically or factually concerned with the matter or document described, referred to or discussed.

7. "Document" is used in its broadest sense and mean and include any written or graphic matter or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings or other communications, interoffice and intraoffice telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation tapes, cassettes, discs and records).

8. "FDIC" means or refers to the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank, Henderson Nevada and in its corporate capacity.

9. "Governmental Unit" has the meaning set forth at 11 U.S.C. § 101(27).

10. "Including" means including but not limited to the referenced subject.

11. "Intercompany Amounts Due" means the Non-Debtor Subsidiary Promissory Notes and the Intercompany Receivables.

12. "Intercompany Receivables" means those certain intercompany receivables, with account numbers 28101 and 28120, initially owed WMI by WMB in the approximate amount of \$22.5 million.

13. "JPMC" means JPMorgan Chase Bank, National Association and JPMorgan Chase & Co., and any of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

14. "Non-Debtor Subsidiary Promissory Notes" means the WMB held by certain of WMI's non-bank, non-Debtor subsidiaries, H.S. Loan Corporation, H.S. Loan Partners, WMHFA Delaware Holdings LLC, and WMRP Delaware Holdings LLC, as predecessor in interest to PCA Asset Holdings LLC, under certain promissory notes in an approximate amount of \$177 million.

15. "Preferences" mean transfers of approximately \$152 million made to WMB, or to certain third parties for the benefit of WMB, by WMI in the one-year period immediately preceding the Petition Date.

16. "Texas Action" refers to *American Nat'l Ins. Co., et al., v. JPMorgan Chase & Co., et al.*, Case No. 3:09-cv-00044 (S.D. Tex.).

17. "Washington DC Action" refers to *Washington Mutual, Inc. and WMI Investment Corp. v. Federal Deposit Insurance Corporation*, No. 1:09-cv-00533 (D.D.C.).

18. "Washington Mutual" means or refers to WMI and WMB, and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

19. "WMB" means or refers to Washington Mutual Bank, Henderson, Nevada, and any and all of its current or former officers, directors, employees, shareholders,

agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

20. "WMB fsb" means or refers to Washington Mutual Bank, fsb, Utah, and any and all of its current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

21. "WMI" means or refers to Washington Mutual, Inc. and WMI Investment Corp. (collectively, the "Debtors") and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

22. "OTS" means or refers to the Office of Thrift Supervision.

23. "P&A Agreement" means or refers to the Purchase and Assumption Agreement, Whole Bank, among the Federal Deposit Insurance Corporation, as receiver of Washington Mutual Bank, Henderson, Nevada, the Federal Deposit Insurance Corporation and JPM, dated as of September 25, 2008.

24. "Petition Date" means or refers to September 26, 2008.

25. "Purchase Price" means the approximately \$1.9 billion JPMC paid to the FDIC for the assets of WMB.

26. "Transaction" means or refers to any means by which JPMorgan Chase might obtain, receive or succeed to Washington Mutual's businesses or properties, or any portion thereof, or any transaction preliminary, preparatory or incident thereto, including

any stock tender, stock purchase, asset purchase, assumption of deposit or other liabilities, merger, joint venture or partnership.

27. Any ambiguity in a discovery request shall be construed to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

INSTRUCTIONS

Each response must be made in accordance with the following instructions:

1. The responsive documents should be produced in the manner prescribed by the Federal Rules of Civil Procedure, as made applicable herein by the Federal Rules of Bankruptcy Procedure, including producing the requested documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the requests, and identifying the name of the person from whose files the documents were produced.

2. You are to produce the original and all non-identical copies, including all drafts, of each document requested. If you are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts.

3. Each request herein extends to all documents and communications in the possession, custody or control of you or anyone acting on your behalf. A document is deemed to be in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you: (1) own such document in whole or in part; (2) have a right, by contract, statute or otherwise, to use, inspect, examine or copy such document on any terms; (3) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (4) as a practical matter, have been able to use, inspect, examine, or copy such document

when you sought to do so. If any requested document was, but no longer is, in your control, state the disposition of each such document.

4. Any reference in these document requests to an individual or person include any and all agents, advisors, employees, representatives, attorneys, successors-in-interest, and all other persons or entities acting in his, her, or its behalf or under his, her or its control.

5. If any document is withheld under any claim of privilege, including without limitation, attorney-client privilege and attorney work product, you should provide the following information with respect to such document:

- (1) The date of the document;
- (2) The title of the document;
- (3) The name of its author(s) or preparer(s) and an identification by employment and title of each such person;
- (4) The name of each person who was sent or furnished with, received, viewed or has custody of the document or a copy thereof together with an identification by employment and title of each such person;
- (5) The request to which the document relates;
- (6) The title and description of the document sufficient to identify it without revealing the information for which privilege is claimed;
- (7) The claim of privilege under which it is withheld; and
- (8) A description of the subject matter of the document in sufficient detail to support your contention that the document is privileged;

6. If, after exercising due diligence to secure them, you cannot provide some or any of the requested documents, so state and provide all documents to the extent possible, specifying the reason for your inability to produce the remainder of the documents, and stating whatever information or knowledge you have concerning each document not produced.

7. If any requested document or other document potentially relevant to this action is subject to destruction under any document retention or destruction program, the documents(s) should be exempted from any scheduled destruction and should not be destroyed until the conclusion of this action or unless otherwise permitted by the Court.

8. If any document responsive to these requests is known to have existed and cannot now be located, or has been destroyed or discarded, set forth a complete statement of the circumstances surrounding such loss or destruction, including:

- (1) a description of the document, including the date, a summary of its contents and the identity of its author and the person(s) to whom it was sent or shown;
- (2) the last known custodian;
- (3) whether the document is missing or lost or was destroyed or discarded;
- (4) the date of loss, destruction or discard;
- (5) the manner of destruction or discard;
- (6) the reason(s) for destruction or discard;
- (7) the person(s) authorizing or carrying out such destruction or discard; and
- (8) the efforts made to locate lost or misplaced documents.

9. If an objection is made to any request, state your objection and the ground or grounds with particularity in your written response. If an objection is made only to

part of the request, identify that part in your written response and state your objection and the ground(s) therefore.

10. Each request shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive. Any request propounded in the singular shall also be read as if propounded in the plural and vice versa. Any request propounded in the present tense shall also be read as if propounded in the past tense and vice versa.

11. This request is a continuing one. If, after producing the requested documents, you obtain or become aware of any further documents responsive to this request, you are required to produce such additional documents. Supplemental responses should be served within thirty (30) days after such information or documents become known to you.

12. Unless otherwise specified, the time period covered by these requests is from January 1, 2004 to the present and shall encompass all documents and information relating in whole or in part to such period, or to events or circumstances during such period, even though dated, prepared, generated or received prior to that date.

REQUESTS FOR PRODUCTION OF DOCUMENTS

The Debtors request that JPMC produce the following documents in its possession, custody or control:

1. All documents concerning any agreement between JPMC and Washington Mutual concerning access to and/or disclosure of non-public, confidential or proprietary information in connection with any potential Transaction in 2008.

2. All documents concerning JPMC's disclosure of Washington Mutual's non-public, confidential or proprietary information to third parties, including but not limited to disclosure of such information to third parties to secure financing or raise capital in connection with any potential Transaction.

3. All documents concerning any communications with any Governmental Unit regarding non-public, confidential or proprietary information related to Washington Mutual, including but not limited to JPMC's receipt of non-public, confidential or proprietary information concerning Washington Mutual.

4. Documents sufficient to identify JPMC's company policies and procedures concerning the protection or disclosure of non-public, confidential or proprietary information.

5. All documents concerning JPMC's interest in any potential Transaction.

6. All documents concerning any attempt by JPMC to engage in any Transaction in the spring and summer of 2008, including but not limited to JPMC's bid to merge with, purchase, or acquire Washington Mutual in or about April 2008.

7. All documents concerning any communications between JPMC and Washington Mutual concerning JPMC's interest in any potential Transaction in the spring and summer of 2008.

8. All documents concerning any communications between JPMC and any third party, concerning JPMC's interest in any potential Transaction in the spring and summer of 2008, including any communications with the FDIC or any other Governmental Unit.

9. All documents concerning any due diligence performed by JPMC in connection with its interest in any potential Transaction in 2008.

10. All documents concerning any attempt by JPMC to engage in any potential Transaction in or about September 2008, including but not limited to any bid or offer by JPMC to merge with, invest in, or purchase Washington Mutual in or about September 2008.

11. All documents concerning capital contributions or investments received by JPMC in connection with any potential Transaction in or about September 2008.

12. All documents concerning any communications between JPMC and the media, including but not limited to The Wall Street Journal, any other print, on-line, broadcast, or cable news outlet, related to Washington Mutual, including but not limited to Washington Mutual's financial status, assets, and liabilities.

13. All documents concerning any due diligence performed by JPMC in connection with its execution of the P&A Agreement.

14. All documents concerning any communications between JPMC and any Governmental Unit concerning the seizure and/or sale of Washington Mutual, including but not limited to communications with the US Department of the Treasury, the FDIC, and/or the OTS.

15. All documents concerning actions considered or taken by any Governmental Unit concerning Washington Mutual, including but not limited to the seizure of WMB by the OTS and the appointment of FDIC as receiver.

16. All documents concerning any agreement or arrangement between JPMC and any Governmental Unit concerning any potential Transaction or Transaction on or prior to September 25, 2008, including but not limited to any agreement or arrangement with the OTS and/or FDIC.

17. All documents concerning any communications between JPMC and any Governmental Unit concerning any Transaction on September 25, 2008.

18. Documents sufficient to identify the names of all persons who negotiated on behalf of JPMC in connection with entering into the P&A Agreement.

19. All documents concerning any assessment, evaluation, consideration or analysis of the consideration provided by JPMC under the P&A Agreement, including but not limited to the assumption of any liabilities.

20. All documents concerning any assessment, evaluation, consideration or analysis of the Purchase Price.

21. All documents concerning any communications between JPMC and Washington Mutual concerning the Purchase Price.

22. All documents concerning any communications between JPMC and any third party concerning the Purchase Price, including but not limited to communications with the FDIC and/or the OTS concerning the Purchase Price.

23. All documents concerning the bid process established by the FDIC for the purchase of WMB, including documents concerning any communication between JPMC and the FDIC about the bid process for the purchase of WMB.

24. All documents concerning any assessment, evaluation, consideration or analysis of the consideration received by JPMC under the P&A Agreement, including the value of the assets of WMB that JPMC acquired pursuant to the P&A Agreement.

25. Documents sufficient to show JPMC's valuation of the assets of WMB on or about September 25, 2008.

26. All documents forming the basis for the statement in JPMC's Form 10-K for the period ending December 31, 2008 that "the fair value of the net assets [of WMB] acquired exceeded the purchase price...."

27. All documents concerning JPMC's allocation of the Purchase Price, including but not limited to allocation of the Purchase Price to the assets acquired by JPMC under the P&A Agreement on or about September 25, 2008.

28. All documents concerning JPMC's refinement of the allocation of the Purchase Price during the fourth quarter of 2008.

29. All documents concerning JPMC's recognition of extraordinary gains related to its acquisition of the assets of WMB.

30. All documents concerning any assessment, evaluation, consideration or analysis of negative goodwill resulting from the acquisition of the assets of WMB.

31. All documents concerning any assessment, evaluation, consideration or analysis of Washington Mutual's financial condition, including but not limited to Washington Mutual's debts, assets, liabilities, financial resources and capital, business reputation, and/or credit rating.

32. All documents concerning any communications between JPMC and any third party concerning Washington Mutual's actual or projected financial condition, including but not limited to any communications with the FDIC and/or OTS.

33. All documents concerning any assessment, evaluation, consideration or analysis of the capitalization of Washington Mutual in or about September 2008.

34. Documents sufficient to show JPMC's weighted average cost of capital, including but not limited to JPMC's cost of debt, cost of equity, yield on outstanding debt and the weighted average cost of capital for any loan or other financing obtained by JPMC.

35. All documents concerning any investigations by federal, state or municipal government bodies of JPMC related to its acquisition of the assets of WMB.

36. All documents concerning any lawsuit or other legal action brought against JPMC related to its acquisition of the assets of WMB.

37. All documents concerning JPMC's placement of former JPMC employees at Washington Mutual, including but not limited to, the placement or employment of Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen and Bill Murray.

38. All documents concerning the disclosure of any of Washington Mutual's non-public, confidential or proprietary information by former JPMC employees working at Washington Mutual, including but not limited to Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen and Bill Murray.

39. To the extent not otherwise covered by these requests, all documents produced in the Texas Action that relate to Washington Mutual.

40. All documents concerning any internal communication or communication with any third party regarding JPMC's receipt or possession of the Capital Contributions.

41. All documents relating to WMI's transfer of the Capital Contributions to WMB, including JPMC's knowledge of the potential voidability of such transfer.

42. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the Capital Contributions.

43. All documents concerning any internal communication or communication with any third party regarding JPMC's receipt or possession of the Preferences.

44. All documents relating to WMI's transfer of the Preferences to WMB, including JPMC's knowledge of the potential voidability of such transfer.

45. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the Preferences.

46. All documents concerning any internal communication or communication with any third party regarding JPMC's assumption of the Intercompany Amounts Due.

47. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the assumption of the Intercompany Amounts Due.

EXHIBIT C

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

-----	X
<i>In re</i>	:
	:
	: Chapter 11
WASHINGTON MUTUAL, INC., <i>et al.</i> , ¹	:
	:
	: Case No. 08-12229 (MFW)
Debtors.	:
	:
	: Jointly Administered
	:
	:
	: Re: Docket No. _____
-----	X

**ORDER PURSUANT TO BANKRUPTCY
RULE 2004 AND LOCAL BANKRUPTCY RULE 2004.1
DIRECTING-THE EXAMINATION OF JPMORGAN CHASE BANK, N.A.**

Upon the motion (the "Motion") of Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment") as debtors and debtors in possession (together, the "Debtors"), pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 2004.1 of the United States Bankruptcy Court for the District of Delaware for the entry of an order directing discovery from and the examination of JPMorgan Chase Bank, National Association ("JPMC"); and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B); and upon consideration of the Motion; and due and proper notice of the Motion having been given, it is hereby

ORDERED that the Motion is granted; and it is

¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).

ORDERED that JPMC shall produce documents on or before the date that is thirty (30) days after entry of this Order responsive to the discovery requests set forth in Schedule I attached hereto, at the offices of Quinn Emanuel Urquhart Oliver & Hedges, LLP, 51 Madison Avenue, 22nd Floor, New York, New York 10010; and it is

ORDERED that the Debtors are authorized to issue deposition subpoenas to JPMC pursuant to Federal Rule of Civil Procedure 30(b)(6) concerning the documents produced in connection with this Order and any related subject matters; and it is

ORDERED that the Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2009

Honorable Mary F. Walrath
United States Bankruptcy Judge

**IN THE 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)
 Debtors. :
 : Jointly Administered
 :
 : **Hearing Date: May 20, 2009**
 : **Objection Deadline: May 13, 2009**
----- X

**CERTIFICATE OF SERVICE REGARDING DEBTORS'
MOTION FOR AN ORDER PURSUANT TO BANKRUPTCY
RULE 2004 AND LOCAL BANKRUPTCY RULE 2004.1 DIRECTING
THE EXAMINATION OF JPMORGAN CHASE BANK, N.A.**

I, Neil R. Lapinski, Esquire, Delaware counsel to Washington Mutual, Inc. and WMI Investment Corp., hereby certify that I caused a copy of the Debtors' Motion for an Order Pursuant to Bankruptcy Rule 2004 and Local Bankruptcy Rule 2004.1 Directing the Examination of JPMorgan Chase Bank, N.A., to be served on all Notice Parties via hand delivery on all local parties listed on the attached service list.

Dated: May 1, 2009
Wilmington, Delaware

ELLIOTT GREENLEAF

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¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).

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