

## EXHIBIT A

## FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

### DEFINITIONS

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

1. “Adversary Proceedings” means or refers to the JPMC Adversary Proceeding and the Turnover Proceeding.

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. “Bankruptcy Code” means or refers to the Bankruptcy Reform Act of 1978, as amended, to the extent codified in Title 11, United States Code, as applicable to the Chapter 11 Cases.

4. “Chapter 11 Cases” means the jointly administered cases commenced by the Debtors styled as *In re Washington Mutual, Inc., et al.* and being jointly administered in the Bankruptcy Court, Case No. 08-12229 (MFW), under chapter 11 of the Bankruptcy Code.

5. “Communication” means any oral, written or electronic transmission of information, 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, or relating to, the matter or document described, referred to or discussed.

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

8. The "Disclosure Statement" means or refers to the Disclosure Statement for the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about March 26, 2010, in the Chapter 11 Cases; the Disclosure Statement for the First Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, filed on or about May 16, 2010, in the Chapter 11 Cases; and any subsequently filed Disclosure Statement for any further amended Joint Plan filed by WMI in the Chapter 11 Cases.

9. "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, records of meetings or other communications, records of 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).

**PLEASE NOTE:** The Documents requested herein include Documents that came within

JPMC's possession, custody, or control as a result of the acquisitions reflected in the P&A Agreement (as defined below) and that formerly were within the possession, custody, or control of WMI, WMB, or WMB fsb (as those terms are defined below).

10. "Entity" means a person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental unit or any subdivision thereof, including, without limitation, the office of the United States Trustee, or any other entity.

11. "Equity Committee" means or refers to the official committee of equity security holders appointed in the Chapter 11 Cases.

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

13. "Federal Home Loan Bank System" means or refers to the Federal Home Loan Bank System, including its regional federal home loan banks and any of their present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

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

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

16. "JPMC" means JPMorgan Chase Bank, National Association, JPMorgan Chase & Co., any Entity or bank acquired by JPMorgan Chase Bank, National Association or any of its subsidiaries or affiliates pursuant to the P&A Agreement (as defined below), and any of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments,

predecessors and/or successors-in-interest.

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

18. “JPMC’s Responses” means the “Responses and Objections of JPMorgan Chase Bank, National Association to Debtors’ First Request for Production of Documents,” dated July 20, 2009, and served by JPMC on the debtors in the Chapter 11 Cases.

19. “OTS” means the Office of Thrift Supervision, and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

20. “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.

21. The “Proposed Global Settlement Agreement” means the Proposed Global Settlement Agreement described in the Disclosure Statement and any subsequent or revised drafts of that agreement.

22. “Purchase Price” means the approximately \$1.88 billion that JPMC paid to the FDIC for the purchase of substantially all of the assets of WMB as reflected in Schedule 3.2 to the P&A Agreement.

23. “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.), which was transferred to the United States District Court for the District of Columbia and docketed there as Civil Action No. 09-1743

(RMC).

24. "Transaction" means or refers to any means by which JPMC or any of them might obtain, receive or succeed to Washington Mutual's businesses or properties, or any portion thereof, including any stock tender, stock purchase, asset purchase, assumption of deposit or other liabilities, merger, joint venture or partnership.

25. "Turnover Proceeding" means *WMI and WMI Investment Corp. v. JPMC*, No. 09-50934 (Bankr. D. Del.).

26. "U.S. Department of the Treasury" means or refers to the U.S. Department of the Treasury and any of its present and former officers, directors, employees, representatives, agents or attorneys; and any other Person acting on behalf of any of them.

27. "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 on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

28. "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 on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

29. "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 on its behalf, any of its

parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

30. "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 on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

31. "WMI RFPs" means or refers to the WMI's First Request for Production of Documents served on JPMC on or about July 6, 2009.

32. "You" or "Your" means or refers to JPMC, individually or collectively, to whom this subpoena is addressed, and any owner, director, officer, employee, agent, custodian, parent, subsidiary, affiliate, predecessor, successor, attorney, accountant, representative, and other Persons purporting to act on your behalf.

33. 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 your possession, custody or control. 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, and successors-in-interest.

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.

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.

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) therefor.

10. 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 promptly.

11. Unless otherwise specified, the time period covered by these requests is from September 1, 2007 to the present.

12. To the extent you have previously produced documents requested herein to WMI in response to the WMI RFPs, you need not produce them again to the Equity Committee if you instead (a) provide information (such as Bates-number ranges) sufficient to allow the Equity Committee to verify that it has previously received such documents from WMI; and (b) consent to the Equity Committee's use of such documents as if JPMC had produced them directly to the Equity Committee in response to these requests.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

The Equity Committee requests that JPMC produce the following documents in its possession, custody or control:

#### **REQUEST NO. 1:**

All documents that you have produced to WMI in response to the WMI RFPs.

#### **REQUEST NO. 2:**

All documents that you have produced to any party in response to any discovery requests served in the Adversary Proceedings.

#### **REQUEST NO. 3:**

All documents concerning the negotiation of the Proposed Global Settlement Agreement or any agreements reflected in the proposed Global Settlement Agreement, including all demands and offers made to settle any claims or disputes among WMI, the FDIC, and/or JPMC. This request includes, but is not limited to records of communications among two or more parties to the Proposed Global Settlement Agreement and drafts of the Proposed Global Settlement Agreement.

**REQUEST NO. 4:**

All documents concerning the Proposed Global Settlement Agreement or any agreements reflected in the Proposed Global Settlement Agreement. This request includes, but is not limited to (a) analysis of, or communications about, any of the disputes that would be compromised or released under the Proposed Global Settlement Agreement by any party to the Proposed Global Settlement Agreement; and (b) your communications with anyone about the Proposed Global Settlement Agreement, any agreements reflected in the Proposed Global Settlement Agreement, and/or the settlement of any claims or disputes among the parties to the Proposed Global Settlement Agreement.

**REQUEST NO. 5:**

All documents concerning any plans or efforts by WMI during 2008 to raise capital or increase liquidity (for itself or for WMB) through the sale of securities (including debt instruments), the sale of assets (including WMI subsidiaries), the sale of WMI itself, a merger, or any other corporate or financial transaction.

**REQUEST NO. 6:**

All documents disclosed or provided by Washington Mutual to JPMC during the course of any discussions by Washington Mutual with JPMC in 2008 concerning a potential Transaction; all documents referring to or discussing information provided by Washington Mutual to JPMC during the course of any discussions by Washington Mutual with JPMC in 2008 concerning a potential Transaction; and any agreements restricting JPMC's use or disclosure of any such documents or information.

**REQUEST NO. 7:**

All documents concerning JPMC's disclosure to anyone of any documents or other information provided by Washington Mutual to JPMC during the course of any discussions by Washington Mutual with JPMC in 2008 concerning a potential Transaction, including but not limited to non-public, confidential or proprietary information and including but not limited to disclosure of such information to third parties to secure financing or raise capital in connection with any potential Transaction.

**REQUEST NO. 8:**

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.

**REQUEST NO. 9:**

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

**REQUEST NO. 10:**

All documents concerning any potential Transaction, including all documents prepared by JPMC that refer to, discuss, or analyze any potential Transaction.

**REQUEST NO. 11:**

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.

**REQUEST NO. 12:**

All documents concerning any communications between JPMC and Washington Mutual concerning any potential Transaction in 2008.

**REQUEST NO. 13:**

All documents concerning any communications between JPMC and anyone, concerning any potential Transaction in 2008, including any communications with the FDIC or any other Governmental Unit.

**REQUEST NO. 14:**

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

**REQUEST NO. 15:**

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.

**REQUEST NO. 16:**

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 any such communications related to Washington Mutual's financial status, financial condition, assets, and liabilities.

**REQUEST NO. 17:**

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

**REQUEST NO. 18:**

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

**REQUEST NO. 19:**

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.

**REQUEST NO. 20:**

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, understanding, or arrangement with the OTS and/or FDIC.

**REQUEST NO. 21:**

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

**REQUEST NO. 22:**

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

**REQUEST NO. 23:**

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.

**REQUEST NO. 24:**

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

**REQUEST NO. 25:**

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

**REQUEST NO. 26:**

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.

**REQUEST NO. 27:**

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.

**REQUEST NO. 28:**

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.

**REQUEST NO. 29:**

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

**REQUEST NO. 30:**

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. . . ."

**REQUEST NO. 31:**

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.

**REQUEST NO. 32:**

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

**REQUEST NO. 33:**

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

**REQUEST NO. 34:**

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

**REQUEST NO. 35:**

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.

**REQUEST NO. 36:**

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.

**REQUEST NO. 37:**

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

**REQUEST NO. 38:**

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.

**REQUEST NO. 39:**

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

**REQUEST NO. 40:**

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

**REQUEST NO. 41:**

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.

**REQUEST NO. 42:**

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.

**REQUEST NO. 43:**

All documents from July 1, 2007 through September 26, 2008, concerning or reflecting any communications between JPMC and any of its former employees working at Washington Mutual, including but not limited to Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen and Bill Murray.

**REQUEST NO. 44:**

All balance sheets for WMI and WMB for the period June 1, 2008 through September 26, 2008.

**REQUEST NO. 45:**

All documents reflecting the daily inflows and outflows of deposits on account at WMB from June 1, 2008 through September 26, 2008.

**REQUEST NO. 46:**

Documents sufficient to identify the names of all Entities who withdrew deposits from WMB or WMB fsb in September 2008 and the amounts of such withdrawals.

**REQUEST NO. 47:**

Documents sufficient to show the number and dollar amount of residential mortgage loans originated or purchased by WMB from June 1, 2008 through September 26, 2008.

**REQUEST NO. 48:**

Documents sufficient to show the number and dollar amount of commercial mortgage loans originated or purchased by WMB between June 1, 2008 and September 26, 2008.

**REQUEST NO. 49:**

All documents reflecting the amount of deposits on account at WMB each day between



June 1, 2008 and September 26, 2008.

**REQUEST NO. 50:**

All documents, including reports, summaries or compilations, concerning or relating to the status and performance of WMB's mortgage portfolio.

**REQUEST NO. 51:**

All documents, including reports, summaries, analyses, or compilations, concerning or relating to the performance of WMB's loan portfolio, excluding mortgages.

**REQUEST NO. 52:**

All schedules of assets acquired by JPMC pursuant to the P&A Agreement and all drafts of any such schedules.

**REQUEST NO. 53:**

Documents sufficient to identify in detail all assets obtained by JPMC pursuant to P&A Agreement.

**REQUEST NO. 54:**

All schedules to the P&A and all drafts of schedules to the P&A Agreement.

**REQUEST NO. 55:**

All documents concerning any credit extended to Washington Mutual by any bank in the Federal Home Loan Bank System.

**REQUEST NO. 56:**

All documents concerning Washington Mutual's efforts to obtain credit or to draw upon any credit facilities from any bank in the Federal Home Loan Bank System.

**REQUEST NO. 57:**

All discovery requests, responses, and objections served on JPMC in the Adversary Proceedings, the DC Action, the Texas Action, and the Chapter 11 Cases.

**REQUEST NO. 58:**

All documents concerning any communications and/or agreements between WMI and JPMC concerning JPMC's production of documents in response to the WMI RFPs, including but not limited to documents concerning the scope of JPMC's search for and production of documents as compared to the scope of the requests in the WMI RFPs.

**REQUEST NO. 59:**

Documents sufficient to identify and describe what JPMC did to identify and collect documents responsive to the WMI RFPs, including any lists of search terms used in the retrieval of electronic information.

**REQUEST NO. 60:**

All documents concerning the E-Discovery Protocol, including all drafts thereof, referenced in the 11/25/2009 Letter from Erica Taggart to Stacey Friedman.

**REQUEST NO. 61:**

The Information Access Agreement dated November 21, 2008, referred to in ¶ 10 of the General Objections in JPMC's Responses.

**REQUEST NO. 62:**

All documents concerning JPMC's purchase or sale of credit default swaps during 2008 where WMI was the reference entity.

**REQUEST NO. 63:**

All documents concerning short selling of WMI securities by JPMC during 2008.

**REQUEST NO. 64:**

All documents concerning any actions considered or implemented by JPMC to negatively affect the market price of WMI securities and/or market perceptions of WMI's solvency, liquidity, and/or financial health.