

# Exhibit “1”

UNITED STATES BANKRUPTCY COURT District of Delaware PROOF OF CLAIM

Name of Debtor: Washington Mutual, Inc. Case Number: 08-12229

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): The BKK Joint Defense Group, and each individual Group Member thereof
Name and address where notices should be sent: c/o James J. Dragna, Blingham McCutchen LLP, 355 South Grand Avenue, Suite 4400, Los Angeles, CA 90071
Telephone number: (213) 680-6400

Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number: (If known)
Filed on:

Name and address where payment should be sent (if different from above):
Telephone number:

COPY

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ See attached addendum.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.

2. Basis for Claim: See attached addendum. (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: n/a

3a. Debtor may have scheduled account as: n/a (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:
Value of Property: \$ Annual Interest Rate %
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection:
Amount of Secured Claim: \$ Amount Unsecured: \$

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: Documents are voluminous; see attached addendum.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
Amount entitled to priority: \$

Date: 3/24/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

James J. Dragna, counsel for BKK Joint Defense Group and individual Members thereof

RECEIVED MAR 27 2009

KURTZMAN CARSON CONSULTANTS

**ADDENDUM TO PROOF OF CLAIM OF  
THE BKK JOINT DEFENSE GROUP AND EACH MEMBER THEREOF  
INCLUDING STATEMENT OF CLAIM AND SUMMARY OF DOCUMENTS**

1. This Proof of Claim ("Claim") is filed on behalf of the unincorporated group of entities referred to as the BKK Joint Defense Group (the "Group") and each individual member thereof (each a "Group Member," collectively "Group Members"), for that share of all expenses, damages, and response costs owed to the Group by Washington Mutual, Inc. (the "Debtor"), arising out of or in any other way related to, directly or indirectly, liabilities in connection with a 583-acre landfill facility located at 2210 South Azusa Avenue, West Covina, California (the "Facility"). Attached as Exhibit A hereto, and incorporated herein by reference, is a list identifying the name of each Group Member as of the date of this Claim. The signatory to this Proof of Claim is counsel for the Group, including each Group Member in such capacity, and counsel has been authorized by each Group Member to execute and file this Claim on behalf of the Group and the Group Members.
2. On September 26, 2008 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code").
3. The Facility consists of a hazardous waste landfill, a municipal waste landfill, and associated treatment and control facilities, and is currently owned and operated by BKK Corporation ("BKK"). As current owner of the Facility, BKK is subject to certain post-closure care obligations and certain regulatory requirements under state and federal environmental laws. On October 18 and 20, 2004, BKK notified the California Department of Toxic Substances Control ("DTSC") that it would not be able to continue funding its post-closure and other obligations with respect to the Facility beyond November 17, 2004.
4. Prior to the Petition Date, certain regulatory agencies, including DTSC, identified Washington Mutual Bank, N.A. ("WaMu"), an affiliate of the Debtor, as a potentially responsible party ("PRP") because of its status as a prior owner of the Facility: in 1998, Home Savings of America, FSB ("Home Savings"), which previously owned the Facility, merged into the Debtor's corporate group. WaMu in turn advised that the Debtor was also a PRP by virtue of its status as a prior owner of the Facility.
5. On December 3, 2004, DTSC issued Imminent and Substantial Endangerment Determination and Order and Remedial Action Order No. 1/SE-D 04/05-004 (the "ISE Order") with respect to the Facility to fifty-one (51) separate entities (collectively, "Respondents"), including WaMu (as successor to Home Savings and affiliate of the Debtor) and certain other Group Members. The ISE Order required the Respondents to perform certain response actions and to reimburse DTSC for certain response costs incurred at the Facility.
6. Prior to the Petition Date and without admitting liability, on February 28, 2005, certain Respondents, including WaMu, entered into a Joint Defense, Privilege and Confidentiality Agreement ("JDA") and formed the Group in order to cooperate in a common response to or defense of claims arising out of the ISE Order, the environmental conditions at the

Facility, and any further governmental directives or orders including, without limitation, the Consent Decree described further below.

7. Prior to the Petition Date and without admitting liability, the Group Members, including WaMu, reached a settlement with DTSC in the case of *California Department of Toxic Substances Control, et al. v. American Honda Motor Co., et al.*, United States District Court, Central District of California, Case No. CV05-7746 CAS (JWJx), which was memorialized in a consent decree, approved and entered by the District Court on March 9, 2006 ("First Amended Consent Decree"). The First Amended Consent Decree provides for the performance of certain operation, maintenance and monitoring activities at the Facility and the payment to DTSC by the Group of certain response costs. WaMu identified the Debtor as an affiliated entity pursuant to the First Amended Consent Decree.

8. Based on its status as a prior owner of the Facility, WaMu and the Debtor are liable under common law and applicable state and federal environmental statutes, including, without limitation, jointly and severally liable for recoverable response costs under section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, and liable in contribution under section 113(f) of CERCLA. Past recoverable costs to date, including DTSC oversight costs, are in excess of \$35 million. Future recoverable costs are estimated to be in excess of \$300 million.

9. The documents supporting the Group's Claim are voluminous. In addition, the JDA is being withheld as privileged and confidential. A summary of the non-confidential, non-privileged documents that form the basis of the Group's Claim is attached hereto as Exhibit B. Any party in interest may review the documents--in the case of the JDA, subject to an appropriate confidentiality agreement--by contacting the attorney for the Group as identified on the face of the Proof of Claim form.

10. The Group, on behalf of itself and each Group Member, reserves its rights to amend this Claim from time to time to restate amounts contained in this Claim as it becomes further liquidated, and for other lawful purposes, including, without limitation, to file additional proofs of claim for additional sums that become due based on the respective rights and obligations established under the documents referred to herein, as well as under any other prior agreements to which the Debtor, WaMu, the Group, or the Group Members are party, the relationships described herein or the events and circumstances described herein.

11. The Group, on behalf of itself and each Group Member, reserves its rights to claim all amounts due in respect of any post-Petition interest, default interest, all rights of and to indemnification, premiums, collection costs, pre- and post-Petition Date fees, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in amounts as yet undetermined, to the extent allowed by applicable law.

12. This Claim is filed under the compulsion of the bar date established in this chapter 11 case and is filed to protect the Group and the Group Members from forfeiture of claims by reason of said bar date. Filing of this Claim is not and shall not be deemed or construed as:

- (a) a waiver or release of the Group's or any of the Group Members' rights against any person, entity or property (including, without limitation, any person or entity that is or may become a debtor in a case pending in this Court);
- (b) a consent by the Group or any of the Group Members to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving the Group or any Group Members;
- (c) a waiver or release of the right of the Group or of any of the Group Members to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights, or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- (d) a consent by the Group or any of the Group Members to a jury trial in this Court or any other court, in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise;
- (e) a waiver or release of the right of the Group or any of the Group Members to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge;
- (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving the Group or any of the Group Members;
- (g) an election of remedies; or
- (h) a waiver or release of any right of setoff or recoupment that the Group or any Group Members may hold against the Debtor. Furthermore, the Group reserves the right to attach or bring forth additional documents supporting its claims.

13. The filing of this Proof of Claim shall not be deemed a waiver of the right of the Group or of any Group Members to assert that any or all of the amounts owed to it, if any, are entitled to administrative priority status or other priority status.

14. This Claim is filed in addition to and not in lieu of any other claim filed by any division of the Group or the Group Members or by any of their affiliates.

**EXHIBIT A**

**Members of the BKK Joint Defense Group**

American Honda Motor Co., Inc.  
Anadarko Petroleum Corporation  
Atlantic Richfield Company  
Bayer CropScience Inc.  
Chemical Waste Management, Inc.  
Chevron Environmental Management Company  
City of Los Angeles, Department of Water and Power  
ConocoPhillips Company  
Ducommun Aerostructures, Inc.  
Exxon Mobil Corporation  
General Motors Corporation  
Honeywell International Inc.  
Huntington Beach Company  
McFarland Energy, Inc.  
National Steel and Shipbuilding Company  
Northrop Grumman Corporation  
Quemetco, Inc.  
Rohr, Inc.  
Shell Oil Company  
Southern California Edison Company  
Thums Long Beach Company  
Union Carbide Corporation  
Union Oil Company of California  
Washington Mutual Bank, N.A.  
Waste Management Collection and Recycling, Inc.  
Western Waste Industries, Inc.  
Xerox Corporation

**EXHIBIT B**

**Summary of Supporting Documents**

Below is a list of the non-privileged, non-confidential primary documents underlying the Group's Claims, in each case as such document may have been amended, supplemented or otherwise modified, and including other related documents, ancillary documents and closing documentation. To the extent that there are claims against the Debtor that may become known to the Group in the future, this Proof of Claim includes a contingent, unliquidated claim for those claims as well.

**Primary Documents:**

1. **Imminent and Substantial Endangerment Determination and Order and Remedial Action Order**, Docket No. I/SE-D 04/05-004, issued by DTSC to 51 respondents, including certain Group Members, dated as of December 3, 2004.
2. **Amended Consent Decree**, Case No. CV05-7746 CAS(JWJx), entered by the Clerk of the United States District Court for the Central District of California on March 9, 2006, between DTSC and the Group Members.
3. **Stipulation and Order of Plaintiffs and All Named Defendants to Extend Amended Consent Decree re BKK Hazardous Waste Facility**, Case No. CV05-7746 CAS (JWJx), between DTSC and the Group Members, entered by the Clerk of the United States District Court for the Central District of California on February 26, 2008.
4. **Stipulation and Order of Plaintiffs and All Named Defendants to Second Extension of Amended Consent Decree re BKK Hazardous Waste Facility**, Case No. CV05-7746 CAS (JWJx), between DTSC and the Group Members, signed and entered by United States District Court for the Central District of California on August 28, 2008.
5. **Stipulation and Order of Plaintiffs and All Named Defendants to Third Extension of Amended Consent Decree re BKK Hazardous Waste Facility**, Case No. CV05-7746 CAS (JWJx), between DTSC and the Group Members, and entered by the Clerk of the United States District Court for the Central District of California on March 10, 2009.