

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

**FILED**

2012 JAN -6 AM 8:32

**In re**

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**WASHINGTON MUTUAL, INC., et al**

**Chapter 11**

**Debtors.**

**Case No. 08-12229 (MFW)**

**Objection to the Debtors DISCLOSURE STATEMENT for the SEVENTH  
AMENDED JOINT PLAN of AFFILIATED DEBTORS PURSUANT to  
CHAPTER 11 of the BANKRUPTCY CODE**

**Claimant #1849  
Thomas E Menake  
1766 west 5<sup>th</sup> street  
Brooklyn, N.Y. 11223  
Warrant Holder.**

In the event that the The Dime Litigation Warrants (LTW) are not deemed class12, I object to the treatment of the LTW in the DISCLOSURE STATEMENT for the SEVENTH AMENDED JOINT PLAN. There is a failure to honor the warrant agreement on the conversion ratios of warrants to stock/equity and a failure of the Board of Directors to protect the interest of the warrant holders (as stated below). This breach of the Board of Directors fiduciary obligation is not addressed in the Plan and furthermore the Plan includes a release of the Board from the failure of the Board to carry out such duty.

Under Section 4.4 of the Warrant Agreement, WMI and its Board of Directors were required to take such steps as necessary (whether WMI was undergoing a Reorganization or a Combination) to protect the interests of the LTW holders in accordance with the essential "intents and principles" under the Warrant Agreement. Those "intents and principles" were, as stated in the Registration Statement, to give the value of the Anchor Litigation to the LTW holders. Thus, if it was not practicable to give LTW holders stock of WMI for the value of the Anchor Litigation, WMI and its Board had the duty to compensate the LTW holders in some other form of currency (e.g., cash, notes, etc.) The failure of the Debtors to pay the LTW holders the value of the Anchor Litigation recovery, as required by the LTWs and the Warrant Agreement, is the basis of the Claimants' claim against the Debtors and/or the Board of Directors.

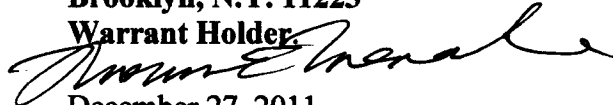


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The formula for arriving at the number of WAMU shares a holder of the LTW would be entitled after the final recovery of damages is shown in the Form 8-K filed March 12, 2003 page 8.

Finally I am aware that there is an ongoing mediation, but to protect my claim in the event that there is a last minute breakdown in the mediation or the mediation is settled without a fair and equitable result for the long time suffering Dime LTG holders whom believed through various document, contract and filings with the proper authorities and government agencies that their only risk in holding these warrants were those associated with winning or losing the lawsuit against the US Government in the Anchor litigation. Since the win in the Anchor litigation was accomplished it would be a travesty of justice to take away that award due to back room deals by lawyers and other biased parties without ever recognizing the true ownership of that reward.

**Claimant #1849**  
**Thomas E Menake**  
**1766 west 5<sup>th</sup> street**  
**Brooklyn, N.Y. 11223**  
**Warrant Holder**



December 27, 2011