

December 27, 2012

Office of the Clerk  
United States Bankruptcy Court For the District of Delaware  
824 North Market Street  
Wilmington, DE 19801  
302-252-2900

DEC 28 10:10  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**Caption:**

United States Bankruptcy Court  
For the District of Delaware

In re Advanta Corp., et al., Debtors  
Chapter 11  
Case No. 09-13931 (KJC)  
(Jointly Administered)

**Response to:**

Ninth Omnibus Objection to Claims: (I) No Liability Claims, (II) Disputed Amount Claims, and (III) Reclassification Claims (Substantive) [Docket No. 1526](the "Ninth Omnibus Objection")

**Name of Claimant:** Wendy L Minalga  
**Claim Number:** 267  
**Basis for Proof of Claim:** Amounts due under Prepetition Advanta Employees' Severance Pay Plan

**Background:**

1. I was an employee of Advanta from October 1997 to September 29, 2009.
2. My employment was terminated by Advanta Bank Corp on September 29, 2009 and I signed a Separation and General Release Agreement (" the Agreement"). By signing this Agreement, I was entitled to 32 weeks of severance pay. The Agreement was fully executed by Advanta Bank Corp.
3. On March 19, 2010, the Utah Department of Financial Institutions (the "Utah DFI") took possession of ABC and asked the courts for permission to appoint the Federal Deposit Insurance Corporation ("FDIC") as the Receiver.

4. I received only 23 weeks (paid up until March 19, 2010) of the 32 weeks severance pay I am entitled to receive under the Agreement. After Advanta Bank Corp. went into FDIC receivership, no further payments were made.
5. On May 19th, 2010, I was notified by the FDIC (Exhibit A) that they had elected to disaffirm the Agreement.
6. I filed a claim for the remaining severance that I am entitled to under the Agreement and received a response from the FDIC in a letter dated June 10, 2010 (Exhibit B). In the letter, the FDIC states that "Your Claim is disallowed. Advanta Corp, the bank's holding company, is the Severance Plan's sponsor and administrator. The Receiver is not liable for holding company obligations".
7. Claim 267 represents my claim for the remaining severance as a former employee of Advanta Bank Corp. under the terms of the Separation and General Release Agreement.
8. I am opposing the Trustee's Ninth Omnibus Objection to my claims for the reasons outlined below.
9. The remaining nine weeks of unpaid severance pay is owed by Advanta Corp. in accordance with the Agreement which was fully executed by Advanta Bank Corp, a fully owned subsidiary of Advanta Corp.
10. The Trustee interprets the language in the Prepetition Plans to imply that only the employing entity, in this case, ABC, is obligated to make severance payments. How can an employee obtain severance payment from a subsidiary that is not longer under Advanta's control?
11. The Trustee continues to make arguments by stating that the employees of the Debtors' subsidiaries "rendered services to ABC and Advanta Bank, which benefit did not accrue to the Debtors' estates". This is a highly offensive statement and seems to ignore the basic facts of corporate structure --- the activities of subsidiaries (i.e. the non-Debtor entities) and the employees of subsidiaries (i.e. the Former ABC Employees), by

basic facts of corporate structure --- the activities of subsidiaries (i.e. the non-Debtor entities) and the employees of subsidiaries (i.e. the Former ABC Employees), by definition, benefit the holding company that controls those subsidiaries, which in this case includes the Debtors' estates. In fact, as an employee in the Human Resources Department, I provided services to all of Advanta's entities including Advanta Corp. I was considered an Advanta Bank Corp. employee because the majority of activities were ABC related, which could be said for the majority of the employees of Advanta, considering ABC was the entity from which the core business operated.

12. Lastly, regardless of whether or not the severance benefits offered to me in the Separation Agreement and General Release are deemed discretionary, the fact remains that the Company fully executed the Agreement to pay a total of 32 weeks of severance. Since it is no longer possible for those payments to be made by Advanta Bank Corp., the remaining payments should be the obligation of Advanta Corp., as the Parent Company.
13. Based on the points above, the Trustee's objections to Claim 267 should be denied and all amounts due under those claims should be paid.

**Person with authority to discuss matter with counsel for the Debtors:**

Wendy L Minalga      Claimant  
Address:                495 Herald Drive  
                              Ambler, PA 19002  
Telephone Number:    610-659-4647  
Fax Number:            none

Sincerely,

  
Wendy L Minalga

CC:

Drinker Biddle & Reath LLP  
1100 North Market Street  
Suite 1000  
Wilmington, DE 19801

CC:

Drinker Biddle & Reath LLP  
1100 North Market Street  
Suite 1000  
Wilmington, DE 19801  
302-467-4200  
Attn: Howard A Cohen

Latham & Watkins LLP  
885 Third Avenue, Suite 1000  
New York, NY 10022-4834  
212-906-1200  
Attn: Aaron M Singer



Federal Deposit Insurance Corporation as Receiver for Advanta Bank Corp.  
700 Dresher Rd. Horsham, PA 19044

Division of Resolutions and Receiverships

May 19, 2010

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**RECEIPT NO: 7005 1160 0001 1775 3792**

Wendy Minalga  
495 Herald Drive  
Ambler, PA 19002

EXHIBIT A

**Subject: #10200 - Advanta Bank Corp.**  
**Draper, UT- In Receivership**  
**Separation and General Release Agreement between Advanta Bank Corp.**  
**and Wendy Minalga dated September 29, 2009**

Dear Ms. Minalga:

The above-captioned financial institution (the "Institution") was closed on March 19, 2010 by the Utah Department of Financial Institutions and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the Institution. In order to achieve this goal, the Receiver is given the right under 12 U.S.C. Section 1821(e) to repudiate undertakings entered into by the Institution where it finds such undertakings to be burdensome and where such repudiations will promote the orderly administration of the Institution's affairs.

The Institution's records indicate that you may be a party to the following contract:  
**Separation and General Release Agreement between Advanta Bank Corp.**  
**and Wendy Minalga (the "Agreement")**

The Receiver has determined that the above-described Agreement is burdensome and that the disaffirmance of said agreement(s) will promote the orderly administration of the Institution's affairs. The purpose of this letter is to inform you that the Receiver has elected to disaffirm the above referenced Agreement to the fullest extent, if any, that it represents an enforceable obligation of the Institution or the Receiver. The disaffirmance shall only affect an obligation of the Institution or the Receiver, and is not a disaffirmance on behalf of other parties, if any, to the Agreement. This disaffirmance will be effective as of the Closing Date.

You may determine that the Receiver's decision to disaffirm the **Separation and General Release Agreement** gives you a claim against the receivership estate. If so, you must file a **Proof of Claim** form with the Receiver no later than ninety days from the date of this letter. A **Proof of Claim** form may be obtained by contacting a Claims Agent by phone at (877) 875-4821. For further information regarding the claims process for this Institution, please visit [www.fdic.gov](http://www.fdic.gov) and click on "Complete Failed Bank List" to locate the name of this Institution and click on the applicable prompt.



Federal Deposit Insurance Corporation as Receiver for Advanta Bank Corp.  
700 Dresher Rd. Horsham, PA 19044


Division of Resolutions and Receiverships

Alternatively, you may contact a claims agent at the following address:

Federal Deposit Insurance Corporation  
Receiver: Advanta Bank Corp.  
40 Pacifica, Suite 1000  
Irvine, CA 92618  
Attention: Claims Agent

**Under federal law, with certain exceptions, failure to file claims by the Claims Bar Date will result in disallowance by the Receiver, the disallowance will be final, and further rights or remedies with regard to claims will be barred.**

**Federal Deposit Insurance Corporation**  
as Receiver for Advanta Bank Corp.

  
By: Tom Wipeland  
Title: Post Closing Asset Manager



Federal Deposit Insurance Corporation  
40 Pacifica, Irvine, CA 92618

Division of Resolutions and Receiverships

CERTIFIED MAIL 7009 2820 0001 4715 2778  
RETURN RECEIPT REQUESTED

June 10, 2010

EXHIBIT B

WENDY L. MINALGA  
495 HERALD DRIVE  
AMBLER, PA 19002

SUBJECT: 10200-ADVANTA BANK CORP  
DRAPER, UT - In Receivership  
**NOTICE OF DISALLOWANCE OF CLAIM**

Dear Claimant:

The Receiver of ADVANTA BANK CORP has reviewed your claim against the receivership. After a thorough review of your filed claim along with your supporting documentation, the Receiver has determined to disallow your claim for the following reason(s) :

Your claim is disallowed. Advanta Corp, the bank's holding company, is the Severance Pay Plan's sponsor and administrator. The Receiver is not liable for holding company obligations. You may wish to file a claim in the holding company bankruptcy action.

Pursuant to 12 U.S.C. Section 1821 (d) (6), if you do not agree with this disallowance, you have the right to file a lawsuit on your claim (or continue any lawsuit commenced before the appointment of the Receiver), in the United States District (or Territorial) Court for the District within which the failed institution's principal place of business was located or the United States District Court for the District of Columbia within 60 days from the date of this notice.

**IF YOU DO NOT FILE A LAWSUIT (or continue any lawsuit commenced before the appointment of the Receiver) BEFORE THE END OF THE 60-DAY PERIOD, THE DISALLOWANCE WILL BE FINAL, YOUR CLAIM WILL BE FOREVER BARRED AND YOU WILL HAVE NO FURTHER RIGHTS OR REMEDIES WITH RESPECT TO YOUR CLAIM. 12 U.S.C. Section 1821(d)(6)(B).**

However, if a portion of your claim is for an insured deposit, your claim is not against the Receiver but rather is against the FDIC in its "corporate" capacity as deposit insurer. An insured depositor's rights are prescribed in 12 U.S.C. Section 1821(f) and differ from the rights described in the preceding paragraphs.

If you have any questions about this letter, please contact the undersigned at (949) 208-6700.

Sincerely,

Creditor Claims Agent  
Claims Department