

USA v. Fairbanks Capital Corp.

Alanna L. Curry, et al. v. Fairbanks Capital Corp.
Claims Administration Center, c/o Gilardi & Co. LLC
P.O. Box 808054, Petaluma, CA 94975-8054

CLAIM FORM - PREPAYMENT PENALTY

Please Do Not Use Red Ink, Pencil or Staples

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Claim No.: 123456-7

Name:

Prepayment penalty you paid: [Amount]

Address:

City, State, Zip Code:

According to its records, Fairbanks charged you a prepayment penalty on your mortgage loan(s) at some time on or after January 1, 1999. A prepayment penalty is a fee that a mortgage company charges when you pay off your loan early.

The amount shown above is the total amount of the prepayment penalty Fairbanks has charged you, less the amount of any refund of the penalty to you. It is lawful to charge a prepayment penalty if it is in accordance with the Note you signed with your loan and with the law in your state. You are eligible for a payment from the settlement fund if the prepayment penalty that Fairbanks charged was unlawful. As the Notice of Proposed Class Action Settlement explains, the court has not yet given final approval to the settlement; if the court does not approve the settlement, there will be no refunds issued.

To find out if your prepayment penalty was proper, review your Note and any rider (or addendum) to the Note. If those documents do not allow the prepayment penalty that Fairbanks charged you, you should make a claim. If you do not have your Note or you cannot find the relevant part of your Note, or if you would like to find out if your state has any legal restrictions on prepayment penalties (such as in Massachusetts, Alabama and West Virginia), you may call Fairbanks at 1-866-775-5686 for this information.

To make a claim for an unlawful prepayment penalty, you and any co-borrowers on the loan(s) must sign this form below. **In addition, you must return this form to the Claims Administration Center at the above address, postmarked no later than April 24, 2004.** A return envelope is enclosed for your convenience. Please enclose copies of your Note, and any rider (or addendum) to your Note, if you have them.

Please understand that your claim will be subject to verification, such as by reviewing your Note and the laws in your state. If your claim is accepted, the amount you will receive will depend on the number of claim forms submitted, but it will be at least \$200 (or the amount that you paid for your prepayment penalty, if it is less than \$200).

If your claim is accepted, you may not receive payment for your entire prepayment penalty. If you believe that you have substantial losses, you may wish to opt-out of the Settlement and bring your own action [See Section 7 of the Notice sent to you]. We suggest you consult an attorney before making this decision.

By signing below, you and any co-borrowers on your loan(s) affirm that you believe that the prepayment penalty that Fairbanks charged you was unlawful, and that you would like to receive a settlement payment. As consideration for a settlement payment, you and any co-borrowers on your loan(s) agree to release Fairbanks and related entities from all claims with respect to the servicing of your loan through December 10, 2003, as set forth in the Settlement Agreement in the *Curry* action.

IMPORTANT: You and all co-borrowers on the loan(s) must sign here to make a claim.

(Signed)

(Signed)

IMPORTANT INFORMATION ON THE OTHER SIDE OF THIS DOCUMENT.

