

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re:
Pearl Maxwell,
Debtor-Plaintiff

v.

Fairbanks Capital Corp.
Defendant-Creditor

Case Number: 00-14283jnf
Chapter 13

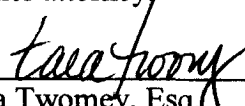
Contested Matter
Adv. Proc. 00-1568

AGREEMENT FOR JUDGMENT

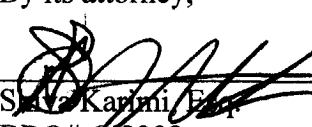
Plaintiff, Pearl Maxwell (the "Debtor") and Defendant, Fairbanks Capital Corp. ("Fairbanks") having compromised and settled their difference, hereby stipulate and agree, in accordance with Massachusetts Local Bankruptcy Rule 9019-1, to entry of judgment as set forth in the settlement agreement attached hereto as Exhibit A. The attached settlement agreement is hereby approved by this Court and its terms are hereby incorporated as an Order of this Court.

FILED
IN CLERK'S OFFICE
2002 OCT -4 AM 11:17
U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

PEARL MAXWELL,
By her attorney,


Tara Twomey, Esq.
BBO# 640137
Legal Services Center
122 Bolyston Street
Jamaica Plain, MA 02130
(617) 522-3003

FAIRBANKS CAPTIAL CORP.
By its attorney,


Shiva Karimi, Esq.
BBO# 642332
Law Office of Shiva Karimi, P.C.
268 Summer Street
Boston, MA 02210
(617) 292-3636

Dated: *October 3, 2002*

DOCKETED

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EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into as of this ~~3rd~~ ^{October} ~~September~~, 2002 by and among Pearl Maxwell ("Maxwell"), Maritza Ranger ("Ranger") and Fairbanks Capital Corporation ("Fairbanks")

RECITALS

WHEREAS, on or about February 12, 1991, Maxwell and Ranger executed a mortgage in favor of Aetna Finance Company, d/b/a ITT Financial Services (the "Mortgage") which purported to secure a note with a principal amount of One hundred Forty-nine Thousand Five Hundred Dollars and 50/100 (\$149,500.50) (the "Note") and which Mortgage encumbered the real estate and improvements located at 49 Stockton Street, Dorchester, Massachusetts (the "Premises");

WHEREAS, Fairbanks claims to have purchased the rights and interest in the above-referenced Note and Mortgage from HFTA First Financial Corporation, successor by name change to Transamerica Financial Services, who in turn claims to have purchased the rights and interest in the above-referenced Note and Mortgage from Computer & Equipment Leasing Corporation, successor in interest by merger to Aetna Finance Company, d/b/a ITT Financial Services;

WHEREAS, on June 22, 2000, Maxwell commenced proceedings under Chapter 13 of the United States Bankruptcy Code, District of Massachusetts, Eastern Division, Case Number 00-14283jnf, and Fairbanks thereafter moved for relief from the automatic stay to foreclose the Mortgage;

WHEREAS, Maxwell filed an Objection to the said motion for relief and filed an Adversary Complaint, Case No. 00-1568jnf, against Fairbanks on November 29, 2000 in the U.S. Bankruptcy Court, District of Massachusetts, Eastern Division, alleging violations under various consumer protection statutes including the federal Truth in Lending Act, the Massachusetts Consumer Credit Cost Disclosure Act, the federal Fair Debt Collections Practices Act, and M.G.L. c. 93A and claiming damages for emotional distress these violations caused her (hereinafter the "Action");

WHEREAS, Maxwell, Ranger, and Fairbanks (collectively referred to as the "Parties") desire to resolve and settle all issues claims, and disputes raised by the pleadings in the Action whether known or unknown without further expectation of time or expense, and for that reason now enter into this agreement;

NOW THEREFORE, in consideration of the exchange of the promises and covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto expressly warrant and agree that:

1. Within thirty (30) days of the Bankruptcy Court's approval of this Agreement, Fairbanks shall discharge the Mortgage by tendering to Maxwell's counsel a discharge in recordable form.
2. Within thirty (30) days of the Bankruptcy Court's approval of this Agreement, Fairbanks shall tender the amount of U.S. \$125,000.00 to Maxwell in bank certified funds.
3. The adversary complaint filed in the Eastern Division of the United States Bankruptcy Court, District of Massachusetts, captioned Maxwell v. Fairbanks Capital Corporation, Adv. Pro. 00-1568jnf, shall be dismissed with prejudice.
4. The Agreement is subject to the approval of the Bankruptcy Court.
5. Maxwell, on behalf of herself, successors, beneficiaries, heirs, assigns, agents, attorneys, representatives, and all others claiming under her, releases and forever discharges Fairbanks, its officers, directors, shareholders, employees, successors, assigns, attorneys, agents, representatives, insurers, and all other persons, natural or corporate, in privity with Fairbanks, from any and all claims, demands, obligations, or causes of action whatsoever she may now have or may ever have, known or unknown, now existing or that might arise later, arising from or in any way related to, either directly or indirectly, the facts alleged in the Action, or arising from or in any way related to any purported or actual interest in, or claim she may have against Fairbanks.

IT IS THE INTENT OF MAXWELL TO RELEASE ALL CLAIMS OF ANY KIND WHETHER COMMON LAW, STATUTORY, LEGAL, EQUITABLE, OR OTHERWISE, WHICH SHE HAS OR MIGHT HAVE AGAINST FAIRBANKS, CONCERNING THE CLAIMS INVOLVED IN THE ACTION.

Ranger, on behalf of herself, successors, beneficiaries, heirs, assigns, agents, attorneys, representatives, and all others claiming under her, releases and forever discharges Fairbanks, its officers, directors, shareholders, employees, successors, assigns, attorneys, agents, representatives, insurers, and all other persons, natural or corporate, in privity with Fairbanks, from any and all claims, demands, obligations, or causes of action whatsoever she may now have or may ever have, known or unknown, now existing or that might arise later, arising from or in any way related to, either directly or indirectly, the facts alleged in the Action, or arising from or in any way related to any purported or actual interest in, or claim she may have against Fairbanks.

IT IS THE INTENT OF RANGER TO RELEASE ALL CLAIMS OF ANY KIND WHETHER COMMON LAW, STATUTORY, LEGAL, EQUITABLE, OR OTHERWISE, WHICH SHE HAS OR MIGHT HAVE AGAINST FAIRBANKS, CONCERNING THE CLAIMS INVOLVED IN THE ACTION.

Fairbanks, its officers, directors, shareholders, employees, successors, assigns, attorneys, agents, representatives, and all other persons, natural or corporate, in privity with

Fairbanks, releases and forever discharges, Maxwell, her successors, beneficiaries, heirs, assigns, agents, attorneys, representatives, and all others claiming under her, from any and all claims, demands, obligations, or causes of action whatsoever it may now have or may ever have, known or unknown, now existing or that might arise later, arising from or in any way related to, either directly or indirectly, the facts alleged in the Action, or arising from or in any way related to any purported or actual interest in, or claim it may have against Maxwell.

IT IS THE INTENT OF FAIRBANKS TO RELEASE ALL CLAIMS OF ANY KIND, WHETHER COMMON LAW, STATUTORY, LEGAL, EQUITABLE, OR OTHERWISE, WHICH IT HAS OR MIGHT HAVE AGAINST MAXWELL CONCERNING THE CLAIMS INVOLVED IN THE ACTION.

Fairbanks, its officers, directors, shareholders, employees, successors, assigns, attorneys, agents, representatives, and all other persons, natural or corporate, in privity with Fairbanks, releases and forever discharges, Ranger, her successors, beneficiaries, heirs, assigns, agents, attorneys, representatives, and all others claiming under her, from any and all claims, demands, obligations, or causes of action whatsoever it may now have or may ever have, known or unknown, now existing or that might arise later, arising from or in any way related to, either directly or indirectly, the facts alleged in the Action, or arising from or in any way related to any purported or actual interest in, or claim it may have against Ranger.

IT IS THE INTENT OF FAIRBANKS TO RELEASE ALL CLAIMS OF ANY KIND, WHETHER COMMON LAW, STATUTORY, LEGAL, EQUITABLE, OR OTHERWISE, WHICH IT HAS OR MIGHT HAVE AGAINST RANGER

6. Each of the Parties to this Agreement understands and agrees that this Agreement shall act as a release of any future claims that Maxwell and Ranger may have against Fairbanks that may arise from any of the facts alleged in the action, whether such facts are currently known, unknown, foreseen, or unforeseen, and that all rights under the Counts in the Action are hereby expressly waived.

7. Notwithstanding the foregoing paragraphs 5 and 6, as Fairbanks has claimed that it is the rightful owner of said Note and Mortgage and has proceeded under a Lost Note Affidavit, Fairbanks acknowledges that Maxwell and her co-signor, Ranger, have relied upon the statements made in said Lost Note Affidavit as to such note having been lost, mislaid, misfiled, or destroyed by Fairbanks. Therefore, Fairbanks hereby indemnifies and hold Maxwell and Ranger harmless from and against any and all losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting from any claim, of any covenant, representation or warranty based upon the loss, misplacement or destruction of the lost note.

8. It is understood and agreed that this Agreement is a compromise of a disputed claim, and that neither payment of the sum specified above nor the negotiation and entry into

this Agreement shall be considered an admission of any liability or of past or present wrongdoing by any party to this Agreement.

9. Each of the parties hereto agrees to bear, as between themselves, their own costs and attorneys' fees arising from such claims, and they hereby waive any claim they may have for said costs and attorneys' fees against each other party hereto.

10. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original.

11. The parties agree that they have jointly participated in the drafting and preparation of this Agreement, and that the language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the parties thereto.

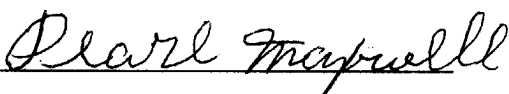
12. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior and contemporaneous oral and written agreements, discussions and statements concerning the subject matter. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

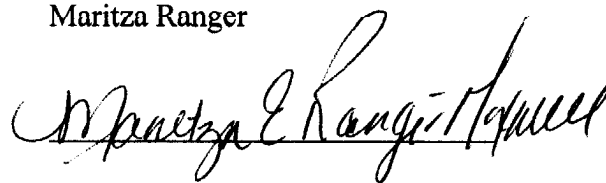
13. The parties agree that no party shall initiate contact with the media, including television, radio or newspaper media sources, to discuss the Action and this Agreement.

IN WITNESS WHEREOF, the parties have signed the Agreement, which shall be dated and effective as of the date written above.

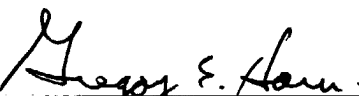
Pearl Maxwell

Maritza Ranger





Fairbanks Capital Corporation

By: 

Its: VP and General Counsel

Name: Gregory E. Harner

Title:

Authorized Representative

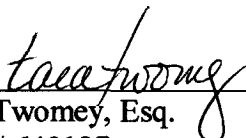
UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re:
Pearl Maxwell,
Debtor

Case Number: 00-14283jnf
Chapter 13
Adversary Proc. # 00-1568

CERTIFICATE OF SERVICE

I, Tara Twomey, Esquire, do hereby certify that I have served a copy of the foregoing Agreement for Judgment, this 3rd day of October by first class mail, postage prepaid upon all the parties listed below.



Tara Twomey, Esq.
BBO# 640137
Legal Services Center
122 Bolyston Street
Jamaica Plain, MA 02130
(617) 522-3003

Doreen B. Solomon
Office of the Chapter 13 Trustee
P.O. Box 8250
Boston, MA 02114

Fairbanks Capital Corp.
c/o Richard Forman
Forman & Forman
268 Summer Street
Boston, MA 02210

Shiva Karimi
Law Office of Shiva Karimi, PC
268 Summer Street
Boston, MA 02110

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U.S. BANKRUPTCY COURT
DISTRICT OF MASS.

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