

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

WAYMAN TRIPP and SVEN MOSSBERG,
Individually and on Behalf of all Others Similarly
Situated,

Plaintiffs,

v.

INDYMAC BANCORP, INC. and MICHAEL W. PERRY,
Defendants.

Case No. 2:07-CV-1635-GW (VBK)

PROOF OF CLAIM AND RELEASE FORM

The Honorable George H. Wu

PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

A. To recover as a member of the Class based on your claim in the action entitled *Sven Mossberg, et al. v. IndyMac Bancorp, Inc., et al.*, Case No. 2:07-CV-1635-GW (VBK) (the "Action"), you must complete this Proof of Claim and Release form ("Proof of Claim"). If you fail to submit a Proof of Claim by the deadline, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action ("Settlement"), as set forth in the Stipulation and Agreement of Settlement dated June 25, 2012 ("Stipulation").

B. Submission of this Proof of Claim, however, does not ensure that you will share in the proceeds of the Settlement Fund created in this Action.

C. YOU MUST COMPLETE AND SUBMIT YOUR PROOF OF CLAIM VIA MAIL POSTMARKED **NO LATER THAN DECEMBER 28, 2012**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS:

IndyMac Class Action Settlement
c/o Rust Consulting, Inc.
P.O. Box 2760
Faribault, MN 55021-9760

If you are NOT a member of the Class, as defined in the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys' Fees and Expenses and Settlement Fairness Hearing (the "Notice"), then DO NOT submit a Proof of Claim.

D. If you are a member of the Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE

A. If you purchased or otherwise acquired IndyMac Bancorp, Inc. ("IndyMac") common stock from March 1, 2006 through March 1, 2007, inclusive (the "Class"), and held the stock in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the stock was registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

B. Use "Part I" of this form entitled "Claimant Identification" to identify each owner of record ("nominee"), if different from the beneficial owner of the IndyMac common stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S) OF THE INDYMAC COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

C. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons or entities represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

D. Separate Proof of Claim forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim form should be submitted on behalf of one legal entity including all transactions made by that entity on one Proof of Claim form, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim form).

III. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

A. In the space provided in "Part II", supply all required details of your transaction(s) in IndyMac common stock. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. Please provide all of the requested information with respect to **all** of your purchases and acquisitions of IndyMac common stock, regardless of whether such transactions resulted in a profit or a loss. **Failure to report all such transactions may result in the rejection of your claim. Please note**, only IndyMac common stock purchased/acquired during the Class Period (*i.e.*, March 1, 2006 through March 1, 2007, inclusive) is eligible under the Settlement. However, because information regarding your sales of IndyMac common stock during the period from March 2, 2007 through May 30, 2007, inclusive, will be used for purposes of calculating your Recognized Claim under the Plan of Allocation contained in the Notice, information with respect to your purchases/acquisitions of IndyMac common stock during that period is needed in order to balance your claim. While these purchases/acquisitions will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation, the information is necessary in order to process your claim.

C. List each transaction separately and in chronological order by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

D. Broker confirmations or other documentation of your transactions in IndyMac common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

E. The requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information, as required, to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

MUST BE POSTMARKED
NO LATER THAN
December 28, 2012

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Mossberg, et al. v. IndyMac Bancorp, Inc., et al.
Case No. 2:07-CV-1635-GW (VBK)
PROOF OF CLAIM AND RELEASE

For Official Use Only

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Please Type or Print - Use Blue or Black Ink Only

Page 1 of 4

PART I. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of IRA Custodian, if applicable	
<input type="text"/>	
If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).	

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)
<input type="text"/>

C. Account/Mailing Information:

Specify one of the following:	
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation
<input type="checkbox"/> UGMA Custodian	<input type="checkbox"/> IRA
<input type="checkbox"/> Partnership	<input type="checkbox"/> Estate
<input type="checkbox"/> Trust	
<input type="checkbox"/> Other: <input type="text"/>	
Number and Street or P.O. Box	
<input type="text"/>	
City	State
<input type="text"/>	<input type="text"/>
Zip Code	
<input type="text"/>	
Foreign Province and Postal Code	Foreign Country
<input type="text"/>	<input type="text"/>
Telephone Number (Day)	Telephone Number (Evening)
<input type="text"/>	<input type="text"/>
E-mail Address	Account Number
<input type="text"/>	<input type="text"/>
Enter Taxpayer Identification Number below for the Beneficial Owner(s).	
Social Security No. (for individuals)	or Taxpayer Identification No.
<input type="text"/>	<input type="text"/>



PART II. SCHEDULE OF TRANSACTIONS IN INDYMAC COMMON STOCK

A. BEGINNING HOLDINGS

Number of shares of IndyMac common stock *held at the beginning of trading on March 1, 2006.*
(If none, write "zero" or "0"; if other than zero, must be documented.)

Number of Shares

B. PURCHASES/ACQUISITIONS

List (in chronological order) all purchases and/or acquisitions of IndyMac common stock made between **March 1, 2006** and **May 30, 2007**, inclusive.¹ (If none, write "zero" or "0"; if other than zero, must be documented.)

Date(s) of Purchase <i>(List Chronologically)</i> Month/Day/Year	Number of Shares of IndyMac Common Stock Purchased and/or Acquired	Purchase/Acquisition Price Per Share of IndyMac Common Stock	Amount Paid <i>(Excluding Commissions, Taxes & Fees)</i>

C. SALES

List (in chronological order) all sales of IndyMac common stock made between **March 1, 2006** and **May 30, 2007**, inclusive. (If none, write "zero" or "0"; if other than zero, must be documented.)

Date(s) of Sale <i>(List Chronologically)</i> Month/Day/Year	Number of Shares of IndyMac Common Stock Sold	Sale Price Per Share of IndyMac Common Stock	Amount Received <i>(Excluding Commissions, Taxes & Fees)</i>

D. UNSOLD HOLDINGS

Number of shares of IndyMac common stock *held at the close of trading on May 30, 2007.*
(If none, write "zero" or "0"; if other than zero, must be documented.)

Number of Shares

YOU MUST READ AND SIGN THE RELEASE ON PAGE 4. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTIONS OF YOUR CLAIM. IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. COPIES OF BROKER'S CONFIRMATIONS OR OTHER DOCUMENTATION EVIDENCING YOUR TRANSACTIONS IN INDYMAC COMMON STOCK SHOULD BE ATTACHED.

¹ **Please note:** Information requested with respect to your purchases/acquisitions of IndyMac common stock between March 2, 2007 and May 30, 2007, inclusive, is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible to participate in the Settlement as these purchases/acquisitions are outside the Class Period (*i.e.*, March 1, 2006 through March 1, 2007, inclusive) and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation.

PART III: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

1. I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein and any Judgment which may be entered in the Action. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any Judgment that may be entered in the Action.

2. I (We) agree to furnish additional information to the Claims Administrator to support this claim if required to do so.

PART IV: DEFINITIONS AND RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, discharge and release all "Released Claims" against all "Released Parties," including "Unknown Claims," as defined below.

(a) "Released Claims" means any and all claims, causes of action, demands, rights, obligations, duties, damages, losses, costs, expenses, matters and issues of every nature and description whatsoever, whether known or unknown, whether accrued or unaccrued, whether legal or equitable, whether contingent or absolute, whether suspected or unsuspected, whether disclosed or undisclosed, whether liquidated or unliquidated, that arise out of or relate in any way to the subject matter of the Action and/or the purchase or acquisition of IndyMac common stock during the Class Period and shall include (without limitation) (i) all claims or causes of action that have been asserted by or on behalf of Lead Plaintiff or any member of the Class in the Action, or (ii) all claims or causes of action that could have been asserted in any forum by or on behalf of Lead Plaintiff or any member of the Class against any of the Released Parties that arise out of or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth or referred to in the Complaint or any prior complaint in the Action, and that relate to the purchase or acquisition of IndyMac common stock during the Class Period. Notwithstanding the foregoing, "Released Claims" does not include any of the claims asserted in *Daniels v. Perry, et al.*, Case No. 08-cv-3812 (C.D. Cal.).

(b) "Released Parties" means the Defendant, all former co-defendants, and all of their related parties, including their respective past and present agents, associates, attorneys (including Defendant's Counsel), advisors, spouses, family members, partners, trustees, executors, estates, administrators, subsidiaries, affiliates, predecessors, successors, assigns and insurers.

(c) "Unknown Claims" means any and all Released Claims that Lead Plaintiff and/or any Class Member does not know or suspect to exist in his, her or its favor as of the Effective Date and any Settled Parties' Claims that any Released Party does not know or suspect to exist in his, her or its favor as of the Effective Date, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Settled Parties' Claims, the Parties stipulate and agree that upon the Effective Date, Lead Plaintiff and the Defendant shall expressly waive, and each Class Member and Released Party shall be deemed to have waived, and by operation of the Judgment shall expressly have waived, any and all provisions, rights and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge (a) that they may discover facts that are in addition to or different from those which they now believe to be true and have taken that possibility into account in reaching this Settlement; (b) that the releases granted in connection with the Settlement shall remain valid and binding notwithstanding the discovery or existence of any such additional or different facts; (c) that they are relying on their own judgment and not on any representations of an opposing party or opposing counsel in evaluating the released claims; (d) that they have received, and relied upon, independent advice from their advisors regarding the value of the released claims; (e) that the actual value of the Released Claims may be above or below the Settlement Amount; and (f) that the releases granted in the Settlement shall remain valid and binding even if they in the future sustain unanticipated additional damages, losses, costs or expenses arising out of or relating to any claim released as part of the Settlement. The Parties acknowledge, and Class Members and Released Parties by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Settled Parties' Claims was separately bargained for and was a key element of the Settlement.

2. This release shall be of no force or effect unless and until the Court gives final approval to the Settlement and the Effective Date occurs.

PART V: REPRESENTATIONS

1. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

2. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales transactions in IndyMac common stock which occurred from March 1, 2006 through May 30, 2007, inclusive, as well as the number of shares of IndyMac common stock held by me (us) at the beginning of trading on March 1, 2006 and the close of trading on May 30, 2007.

3. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a) (1) (c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____, 2012 in _____, _____.
(City) (State/Country)

Signature of Claimant

(Type/print name of Claimant)

Signature of Joint Claimant, if any

(Type/print name of Joint Claimant, if any)

Signature of person signing on behalf of Claimant

(Type/print name of person signing on behalf of Claimant)

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, etc.)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE

Reminder Checklist

1. Please sign the Representations section of the Proof of Claim and Release on Page 4.
2. If this claim is being made on behalf of joint claimants, both must sign.
3. Remember to attach supporting documentation.
4. Do not send original stock certificates.
5. Keep a copy of your Proof of Claim and Release form and all documents submitted for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send the Claims Administrator your new address.

IndyMac Class Action Settlement
c/o Rust Consulting, Inc.
P.O. Box 2760
Faribault, MN 55021-9760

Tel: 1-866-801-0469

Email: Info@IndyMacClassActionSettlement.com

Website: www.IndyMacClassActionSettlement.com

**THESE FORMS AND YOUR SUPPORTING DOCUMENTATION MUST BE POSTMARKED
NO LATER THAN DECEMBER 28, 2012.**

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