

How to Opt Out of the EasyPay Finance/TAB Bank Forced Arbitration Clause

What is forced arbitration? Forced arbitration clauses are hidden in the fine print of agreements. They take away your access to the courts and give companies that violate the law a get-out-of-jail-free card. If you have a dispute, you cannot file a lawsuit in court and have the case heard in public. You also typically cannot join together with other people whose rights have been violated, even if the company harmed thousands of people. Instead, you must bring the case individually before a private arbitrator in a secretive forum where you typically have less access to information to prove your case and the arbitrator is not subject to review if they ignore the facts or the law. Arbitrators are usually paid by the company and often have an incentive to rule for the company, which might bring them repeat business, and not for a consumer they will never see again. You can read more at FairArbitrationNow.org.

Why should I opt out of a forced arbitration clause? Even if you don't currently have a dispute with the company, it is a good idea to opt out of the forced arbitration clause to preserve your options. You can always agree later to use an arbitrator to resolve any dispute. Moreover, you will have more negotiating power if there is a problem if you have opted out of the forced arbitration clause.

How do I opt out of a forced arbitration clause? Some contracts give you the right to opt out of the forced arbitration clause within a certain period of time after signing the agreement by notifying the company that you wish to opt out. You should check your contract, but the EasyPay Finance/TAB Bank contracts typically give you **60 days after signing the agreement** to opt out. Keep **a copy of the letter and proof that you sent it in time**, such as by using express mail or regular mail with proof of mailing. Below is a sample opt-out letter:

YOUR ADDRESS

DATE

Legal Department

TAB Bank c/o EasyPay Finance

P.O. Box 2549

Carlsbad, CA 92018

Re: Opt-out of arbitration clause in agreement dated **[FILL IN DATE]**

Dear Sir or Madam:

I am writing to opt out of the arbitration clause in my agreement dated **[DATE]** to finance **[DESCRIBE WHAT YOU FINANCED]** through **[LIST THE STORE/MECHANIC]**.

If you have any questions, you may reach me at the address above or at **[PROVIDE EMAIL]**.

Yours very truly,

[SIGN]

[PRINT YOUR NAME]