

1 *United States v. Tony's Auto Center Inc. d/b/a Tony's Auto Center*
2 (S.D. Cal., No. 24-cv-1499-MMA-KSC)

3 **SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF**
4 **AMERICA AND TONY'S AUTO CENTER INC. D/B/A TONY'S AUTO CENTER**
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7 **I. INTRODUCTION**

8 1. This Settlement Agreement ("Agreement") is made and entered into by and
9 between the United States of America, through the Department of Justice ("United States"),
10 and Tony's Auto Center Inc. d/b/a Tony's Auto Center ("Tony's Auto"). The United States
11 and Tony's Auto are referred to herein as the "Parties."

12 **II. RECITALS**

13 2. This agreement resolves the allegations against Tony's Auto contained in the
14 United States' lawsuit, *United States v. Tony's Auto Center Inc. d/b/a Tony's Auto Center*,
15 No. 24-cv-1499-MMA-KSC, filed in the United States District Court for the Southern
16 District of California on August 23, 2024, alleging violations of the Servicemembers Civil
17 Relief Act ("SCRA"), 50 U.S.C. §§ 3901-4043 (hereinafter "the Civil Action").

18 3. The Civil Action alleges that Tony's Auto violated the SCRA by enforcing a
19 lien on the vehicle of an SCRA-protected member of the United States Navy without a
20 court order on approximately February 10, 2023.

21 4. Tony's Auto is a California corporation with a principal address of 38 Third
22 Avenue, Chula Vista, California 91910. Although Tony's Auto operates a tow company,
23 Tony's Auto represents that it has always contracted with a third party that specializes in
24 lien sales to conduct the lien-sale portion of its business, and it intends to continue to do
25 so. In the present case, Tony Auto's represents that its third-party contractor conducted the
26 lien sale. Nonetheless, Tony's Auto acknowledges that it is liable for the conduct of its
27 third-party contractor. In lieu of filing a cross-claim against the third-party contractor
28 Tony's Auto hired to conduct the lien sale that is the subject of the Civil Action, Tony's

1 Auto desires to avoid long protracted litigation and enter into this Agreement with the
2 understanding it will cause the third-party lien company to pay all monetary settlements
3 and civil penalties under this Agreement.

4 5. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and
5 expenses of protracted litigation, the claims against Tony's Auto should be resolved without
6 further proceedings. Tony's Auto contests the allegations contained in the United States'
7 Complaint and will cause its third-party lien company to pay any monetary settlement and
8 civil penalties under this Agreement. The United States maintains that its claims are well
9 founded. As indicated by the signatures appearing below, the Parties agree to the terms of
10 this Agreement.

11 6. The effective date of this Agreement will be the date of the signature of the
12 last signatory to the Agreement.

13 III. STATEMENT OF CONSIDERATION

14 7. In consideration of, and consistent with, the terms of this Agreement, the
15 Parties will move jointly for dismissal of the United States' claims against Tony's Auto in
16 the Civil Action, as set forth in Paragraph 31. The Parties agree and acknowledge that this
17 consideration is adequate and sufficient.

18 IV. TERMS AND CONDITIONS

19 The Parties agree and covenant as follows:

20 A. Prohibited Conduct and Affirmative Obligations

21 8. Tony's Auto, its officers, employees, agents, representatives, assigns,
22 successors-in-interest, and all persons and entities in active concert or participation with it
23 will not enforce storage liens on the personal property and effects of SCRA-protected
24 servicemembers without a court order or valid SCRA waiver obtained pursuant to
25 Paragraph 9(f), during a period of military service or within ninety (90) days of a period of
26 military service.
27
28

1 **B. Compliance With The SCRA And SCRA Policies And Procedures**

2 9. Within thirty (30) days after the effective date of entry of this Agreement,
3 Tony's Auto will require any third-party lien company it contracts with to develop SCRA
4 Policies and Procedures for Vehicle Sales and Disposal in compliance with Section 3958
5 of the SCRA. These written policies and procedures must include the following:

6 a. Prior to enforcing any vehicle storage lien, Tony's Auto's third-party
7 lien company, or its agent, shall conduct a search on a commercially
8 available public records database to obtain the owner's/owners' Social
9 Security Number(s), or, if (a) Social Security Number(s) cannot be
10 found, the owner's/owners' date(s) of birth.

11 b. Tony's Auto's third-party lien company, or its agent, shall then attempt
12 to determine whether the owner or owners of the vehicle are SCRA-
13 protected servicemembers by searching the Department of Defense
14 Manpower Data Center ("DMDC") website by last name and Social
15 Security Number or, in cases where a Social Security Number could not
16 be found, by last name and date of birth. When searching the DMDC
17 by Social Security Number or date of birth, if Tony's Auto's third-party
18 lien company, or its agent, is aware of any last name variants or aliases
19 (e.g., maiden names, hyphenated or composite surnames, or variant
20 spellings) used by a vehicle owner, it shall run a separate DMDC search
21 for each name variant or alias.

22 c. Tony's Auto's third-party lien company, or its agent, shall also: (1)
23 request and review any available vehicle ownership information held
24 by a third party who requested the vehicle tow or on whose behalf the
25 tow was requested (e.g., an apartment complex requesting that a vehicle
26 be towed from its parking area); and (2) inspect the vehicle for evidence
27 of military service (e.g., military related decals, military license plates,
28

a vehicle registration with a military address, and/or other contents evidencing military service).

d. If Tony's Auto's third-party lien company, or its agent, determines, as part of the review required by Paragraph 9(a)-(c), that an owner is a servicemember in military service or has left a period of military service within the past ninety (90) days, it shall not foreclose or enforce the lien against the servicemember's property without first obtaining a court order allowing it to do so.

e. If Tony's Auto's third-party lien company, or its agent, pursues a storage lien action in court on behalf of Tony's Auto, and a SCRA-protected owner fails to answer the action, before seeking a default judgment, Tony's Auto's third-party lien company, or its agent, shall file an affidavit of military service with the court prepared in accordance with 50 U.S.C. § 3931(a) and (b). The affidavit must be signed and prepared only after taking the actions necessary to comply with Paragraph 9 and must be executed no more than two (2) business days prior to the date that the request for default judgment is made. Tony's Auto's third-party lien company, or its agent, shall attach a copy of a DMDC Status Pursuant to the SCRA ("DMDC Status Report") to the affidavit. The DMDC Status Report must have been run no more than two (2) days prior to the date when the request for default judgment is made in the matter.

f. If Tony's Auto's third-party lien company, or its agent, seeks or obtains a waiver under a written agreement as provided in 50 U.S.C. § 3918, it shall use a notice and waiver in the form of Exhibit A.

10. No later than thirty (30) days after the effective date of entry of this Agreement, Tony's Auto shall provide a copy of the proposed SCRA Policies and Procedures required under Paragraph 9 to counsel for the United States. The United States

1 shall respond to the proposed SCRA Policies and Procedures within thirty (30) calendar
2 days after receipt. If the United States objects to any part of the SCRA Policies and
3 Procedures, the Parties shall confer to resolve their differences. If the Parties cannot resolve
4 their differences after good faith efforts to do so, either party may bring the dispute to this
5 Court for resolution. Tony's Auto shall begin the process of implementing the SCRA
6 Policies and Procedures within ten (10) calendar days of approval by the United States or
7 the Court.

8 11. If, at any time during the term of this Agreement, Tony's Auto proposes to
9 materially change its third-party lien company's SCRA Policies and Procedures, it shall
10 first provide a copy of the proposed changes to counsel for the United States. The United
11 States shall respond to the proposed changes within thirty (30) calendar days after receipt.
12 If the United States objects to any part of the proposed changes, the Parties shall confer to
13 resolve their differences. If the Parties cannot resolve their differences after good faith
14 efforts to do so, either party may bring the dispute to the Court for resolution.

15 12. Tony's Auto may not contract with any company to conduct lien sales that
16 does not submit to the requirements of Section IV. If, at any time during the term of this
17 Agreement, Tony's Auto begins to enforce storage liens on vehicles without contracting
18 with a third-party lien company, Tony's Auto shall develop SCRA Policies and Procedures
19 for Vehicle Sales and Disposal in compliance with Section 3958 of the SCRA that include
20 the items listed in Paragraph 9. Tony's Auto shall provide a copy of its proposed SCRA
21 Policies and Procedures to the United States at least thirty (30) days prior to conducting
22 any lien sales itself. If the United States objects to the proposed SCRA Policies and
23 Procedures, the parties shall follow the procedure in Paragraph 10. Further, any proposed
24 changes to Tony's Auto's SCRA Policies and Procedures will follow the procedure in
25 Paragraph 11.

26 **C. Training**

27 13. During the term of this Agreement, Tony's Auto shall require its third-party
28 lien company to provide annual SCRA compliance training to all of the third-party lien

1 company's employees. This training shall also be provided to all new employees of the
2 third-party lien company within thirty (30) calendar days of their hiring. Within thirty (30)
3 calendar days of the United States' approval of the SCRA Policies and Procedures pursuant
4 to Paragraph 9, Tony's Auto shall provide to the United States the curriculum, instructions,
5 and any written material included in the training required by this Paragraph of its third-
6 party lien company. The United States shall have thirty (30) calendar days from receipt of
7 these documents to raise any objections to the training materials, and, if it raises any, the
8 Parties shall confer to resolve their differences. In the event that the Parties are unable to
9 do so, either party may bring the dispute to this Court for resolution.

10 14. Tony's Auto shall require its third-party lien company to secure a signed
11 statement in the form attached as Exhibit B from all employees at the trainings required by
12 Paragraph 13 acknowledging that they have received, read, and understood the Agreement
13 and the SCRA Policies and Procedures, have had the opportunity to have their questions
14 about these documents answered, and agree to abide by them. For the duration of this
15 Agreement, copies of those signed statements shall be provided to the United States upon
16 request. Tony's Auto shall also require its third-party lien company to certify in writing to
17 counsel for the United States that all employees successfully completed the trainings
18 required by Paragraph 13. Tony's Auto will either pay, or require its third-party lien
19 company to pay, any expenses associated with the trainings required by Paragraph 13.

20 15. If, at any time during the term of this Agreement, Tony's Auto begins to
21 enforce storage liens on vehicles without contracting with a third-party lien company,
22 Tony's Auto shall provide annual SCRA compliance training to all of its employees in
23 accordance with Paragraphs 13 and 14.

24 **D. Compensation**

25 16. Within seven (7) calendar days of the entry date of this Agreement, Tony's
26 Auto shall cause its third-party lien company to pay a total sum of SEVEN THOUSAND
27 FIVE HUNDRED DOLLARS (\$7,500) to Lieutenant Jonathan Liongson by delivering to
28 counsel for the United States a certified check payable to Jonathan Liongson. If Tony's

Auto's third-party lien company fails to pay the \$7,500 compensation to Lieutenant Liongson, Tony's Auto shall pay said amount within five (5) calendar days thereafter.

17. In order to receive compensation under Paragraph 16, Lieutenant Jonathan Liongson must execute a copy of the Release attached as Exhibit C and provide a copy of the signed release to counsel for the United States.

18. When counsel for the United States has received a certified check from Tony's Auto's third-party lien company or Tony's Auto payable to Jonathan Liongson, and a signed Release from Lieutenant Jonathan Liongson, counsel for the United States shall deliver the check to Lieutenant Jonathan Liongson and a copy of the signed Release to Tony's Auto.

E. Civil Penalty

19. Within ten (10) calendar days of the date of entry of this Agreement, Tony's Auto shall cause its third-party lien company to pay a total of TWO THOUSAND DOLLARS (\$2,000) to the United States Treasury as a civil penalty pursuant to 50 U.S.C. § 4041(b)(3) and 28 C.F.R. § 85.5 to vindicate the public interest. The payment shall be made in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States. If Tony's Auto's third-party lien company fails to pay the \$2,000 civil penalty to the United States Treasury, Tony's Auto shall pay said amount within five (5) calendar days thereafter.

F. Additional Reporting and Record-Keeping Requirements

20. For the duration of this Agreement, Tony's Auto shall retain all Records relating to its and its third-party lien company's obligations hereunder, including its records with respect to all storage lien auctions and all records relating to compliance activities as set forth herein. The United States shall have the right to review and copy any such records, including electronic data, upon reasonable request during the term of this Agreement.

21. During the term of this Agreement, Tony's Auto shall notify counsel for the United States in writing every three months of receipt by itself or its third-party lien company of any SCRA or military-related complaint, whether the complaint is made orally

1 or in writing. Tony's Auto shall provide a copy of any written complaints with the
2 notifications. Whether regarding a written or oral SCRA complaint, the notification to the
3 United States shall include the full details of the complaint, including the complainant's
4 name, address, telephone number, and email address. Tony's Auto shall also promptly
5 provide the United States all information it may request concerning any such complaint
6 and shall inform the United States in writing within thirty (30) calendar days of the terms
7 of any resolution of such complaint. If the United States raises any objections to the Tony's
8 Auto's or its third-party lien company's actions, the Parties shall meet and confer to
9 consider appropriate steps to address the concerns raised by the United States' review. If
10 the Parties are unable to come to an agreement regarding such objections or concerns, either
11 party may bring the dispute to this Court for resolution.

12 **V. SCOPE OF SETTLEMENT AGREEMENT**

13 22. The provisions of this Agreement shall apply to Tony's Auto and its
14 subsidiaries, predecessors, acquired companies, and successors. They shall also apply to
15 the officers, employees, managers, agents, representatives, assigns, successors-in-interest,
16 and all persons and entities in active concert or participation with all of those persons and
17 entities.

18 23. In the event that Tony's Auto is acquired by or merges with another entity,
19 Tony's Auto shall, as a condition of such acquisition or merger, obtain the written
20 agreement of the acquiring or surviving entity to be bound by any obligations remaining
21 under this Agreement for the remaining term of this Agreement.

22 24. This Agreement does not release claims for practices not addressed in the
23 Complaint, and it does not resolve and release claims other than the claims for violations
24 of 50 U.S.C. § 3958 involving Lieutenant Jonathan Liongson. This Agreement does not
25 release any claims that may be held or are currently under investigation by any other federal
26 or state agency or entity.

1 25. Nothing in this Agreement will excuse Tony's Auto's compliance with any
2 currently or subsequently effective provision of law or order of a regulator with authority
3 over Tony's Auto that imposes additional obligations on it.

4 26. The Parties agree that, as of the date of entry of this Agreement, litigation is
5 not "reasonably foreseeable" concerning the matters described above. To the extent that
6 either party previously implemented a litigation hold to preserve documents, electronically
7 stored information ("ESI"), or things related to the matters, described above, the party is
8 no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves
9 either party of any other obligations imposed by this Agreement.

10 **VI. ATTORNEY' S FEES AND COSTS AND REMEDIES FOR NON-**
11 **COMPLIANCE**

12 27. The Parties shall be responsible for their own attorney's fees and court costs,
13 except as provided for in Paragraph 28.

14 28. The Parties shall endeavor in good faith to resolve informally any differences
15 regarding the interpretation of, and compliance with, this Agreement prior to bringing such
16 matters to the Court for resolution. However, in the event the United States contends that
17 there has been a failure by Tony's Auto, whether willful or otherwise, to perform in a timely
18 manner any act required by this Agreement or otherwise comply with any provision
19 thereof, the United States may move the Court to impose any remedy authorized by law or
20 equity, including, but not limited to, an order requiring the performance of such act or
21 deeming such act to have been performed, and an award of any damages, costs, and
22 attorney's fees which may have been occasioned by Tony's Auto's violation or failure to
23 perform.

24 **VII. RETENTION OF JURISDICTION, DISMISSAL OF CIVIL ACTION, AND**
25 **DURATION**

26 29. The Court shall retain jurisdiction over all disputes between the Parties arising
27 out of the Agreement, including but not limited to interpretation and enforcement of the
28 terms of the Agreement.

30. This Agreement shall be in effect for a period of three (3) years from its date of entry. The United States may move the Court to extend the duration of this Agreement in the interests of justice. Tony's Auto may oppose such a request.

31. Upon execution of this Agreement, the Parties shall jointly move the Court for dismissal with prejudice of the underlying Civil Action, subject to the Court's retention of jurisdiction as set forth in paragraph 29. The joint motion will also ask that the Court make this dismissal effective 21 days from the entry of its order, so that dismissal takes effect after the monetary payments required by paragraphs 16 and 19 have been made.

VIII. EXECUTION AND OTHER TERMS

32. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall constitute acceptable, binding signatures for purposes of this Agreement.

33. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

34. This Agreement, including Exhibits A-C, constitutes the complete agreement between the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

35. This Agreement is governed by and shall be interpreted under the laws of the United States.

36. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

37. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Agreement shall not be

1 discharged or excused by the actual or alleged breach of the duties and obligations by
2 another Party.

3 38. This Agreement is a public document. Both Parties consent to the United
4 States' disclosure of this Agreement and information about this Agreement, to the public.

5 39. Should any provision of this Agreement be declared or determined by any
6 court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall
7 not be affected thereby and said illegal or invalid part, term, or provision shall be deemed
8 not to be a part of this Agreement.

9 40. The Parties agree that they will not, individually or in combination with
10 another, seek to have any court declare or determine that any provision of this Agreement
11 is illegal or invalid.

12 41. The Parties agree that they will defend this Agreement against any challenge
13 by any third party. In the event that this Agreement or any of its terms are challenged by
14 a third party in a court other than the United States District Court for the Southern District
15 of California, the Parties agree that they will seek removal and/or transfer to the United
16 States District Court for the Southern District of California.

17 42. This Agreement may be modified only with the written consent of the Parties.
18 Any modifications must be in writing and signed by the Parties through their authorized
19 representatives.
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1 FOR UNITED STATES OF
2 AMERICA:

3 ADAM GORDON
4 United States Attorney
Southern District of California

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

5 MICHAEL E. GATES
6 Deputy Assistant Attorney General
Civil Rights Division

7 Dated: April 22, 2025

Dated: April 22, 2025

8 /s/ Kelly A. Reis
9 KELLY A. REIS
10 Assistant United States Attorney
11 United States Attorney's Office
880 Front Street, Room 6293
12 San Diego, CA 92101
Phone: (619) 546-8767
13 Email: kelly.reis@usdoj.gov

/s/ Elizabeth Singer
CARRIE PAGNUCCO, Chief
Housing and Civil Enforcement
Section
ELIZABETH A. SINGER, Director
U.S. Attorneys' Fair Housing Program
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M Street, N.E., Suite 8.125
Washington, D.C. 20530

15 FOR TONY'S AUTO CENTER INC. d/b/a TONY'S AUTO CENTER:

16 Dated: 4/17/2025

17 /s/ Sanar Abed
18 Sanar Abed, President

19 ELIA LAW FIRM, APC

20 /s/ Steven A. Elia
21 Steven A. Elia, Attorney for Tony's Auto Center
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1 **EXHIBIT A**

2 **IMPORTANT NOTICE TO MILITARY SERVICEMEMBERS ABOUT YOUR**
3 **RIGHTS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

4 Tony's Auto has presented you with the attached waiver of rights and protections
5 that may be applicable to you under the Servicemembers Civil Relief Act, 50 U.S.C.
6 § 3901, *et seq.* (the "SCRA"). The SCRA provides military personnel and their dependents
7 with a wide range of legal and financial protections. Among other benefits and protections,
8 the SCRA:

- 9 • Prevents towing companies from selling or disposing of a servicemember's
10 vehicle or personal property without a court order during any period of active
11 duty or for 90 days thereafter;
- 12 • Requires that a court review and approve any action by a towing company to
13 enforce a lien on the vehicle or property of any protected servicemember;
- 14 • Allows the court to postpone the proceeding for a period of time as justice and
15 equity require, or to adjust the obligation to the towing company in light of
16 the servicemember's military service; and
- 17 • Requires that the court appoint an attorney to represent any servicemember
18 who does not make an appearance in the case.

19 If you choose to sign the waiver, Tony's Auto may auction or dispose of your vehicle
20 and property without having a court review and approve its actions. If you do not sign this
21 waiver, Tony's Auto will not be able to sell or dispose of your vehicle and property without
22 having a court review and approve of its actions.

23 Before waiving these important statutory rights, you should consult an attorney
24 regarding how best to exercise your rights and whether it is in your interest to waive these
25 rights under the conditions offered by Tony's Auto.

26 For More Information:

- 27 • **CONSULT AN ATTORNEY:** To fully understand your rights under the law,
28 and before waiving your rights, you may wish to consult an attorney.

- 1 • JAG / LEGAL ASSISTANCE: Servicemembers and their dependents with
2 questions about the SCRA should contact their unit's Judge Advocate, or their
3 installation's Legal Assistance Officer. A military legal assistance office
4 locator for all branches of the Armed Forces is available at
5 <http://legalassistance.law.af.mil>.
- 6 • MILITARY ONESOURCE: "Military OneSource" is the U.S. Department of
7 Defense's information resource. Go to <http://www.militaryonesource.com>.

1 **WAIVER OF RIGHTS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

2 Please read the attached IMPORTANT NOTICE TO MILITARY
3 SERVICEMEMBERS ABOUT YOUR RIGHTS UNDER THE SERVICEMEMBERS
4 CIVIL RELIEF ACT before executing this waiver.

5 I, _____, am/was a servicemember, and I am aware that I have
6 protections available to me under the Servicemembers Civil Relief Act (“SCRA”). This
7 includes, but is not limited to, legal rights relating to the foreclosure or enforcement of a
8 lien on the property or effects of a servicemember during any period of military service
9 and 90 days thereafter without court-ordered permission.

10 I am the registered owner of the following described motor vehicle:

11 Make: _____

12 Year: _____

13 Model: _____

14 VIN: _____

15 By signing this waiver, I acknowledge and agree that:

- 16 • I have read and understood the attached IMPORTANT NOTICE TO
17 MILITARY SERVICEMEMBERS ABOUT YOUR RIGHTS UNDER THE
18 SERVICEMEMBERS CIVIL RELIEF ACT.
- 19 • I am waiving the SCRA protections related to the property listed above,
20 including any protections against the sale or disposal of the motor vehicle. I
21 agree to the application of any proceeds from the sale of the property listed
22 above towards any fees and expenses related to the sale and to storage
23 expenses claimed. However, I understand that Tony’s Auto will return to me
24 any proceeds from the sale of the property listed above that are above and
25 beyond any sums owed to, or claimed by, them.
- 26 • This waiver applies to any form of proceeding or transaction through which
27 someone else receives ownership and/or possession of the motor vehicle, or
28 any part thereof, or its disposal. By signing this waiver, I am voluntarily

surrendering ownership, title, interest and rights to the motor vehicle, and its disposition, whether by public sale, destruction or otherwise.

- This waiver does not affect any loan or debt that I may owe on the motor vehicle to a third party, or any citation issued by any law enforcement agency, or any fees, costs or fines associated with said citation.
- In exchange for waiving my SCRA rights with respect to this property, Tony's Auto agrees to waive the recovery of any fees and costs relating to the towing, storage, sale, or disposal of my motor vehicle against me.
- This waiver is made voluntarily, without coercion, duress, or compulsion. I understand the terms of this waiver of rights, and acknowledge I was advised to consult with an attorney regarding this waiver of rights and the protections afforded by the SCRA.

Dated: _____, 20__

By: _____ (Registered Owner) Print Name

Signature: _____ (Registered Owner)

Dated: _____, 20__

By: _____ (Authorized Agent of Tony's Auto) Print Name

Signature: _____ (Authorized Agent of Tony's Auto)

1 **EXHIBIT B**

2 **EMPLOYEE ACKNOWLEDGMENT**

3 I acknowledge that on _____, 20____, I was provided
4 training regarding Servicemembers Civil Relief Act (SCRA) compliance and copies of the
5 SCRA Policies and Procedures which are applicable to my duties. I was also provided a
6 copy of the Agreement resolving the United States' allegations against Tony's Auto Center
7 Inc. d/b/a Tony's Auto Center in the case captioned *United States v. Tony's Auto Center Inc.*
8 *d/b/a Tony's Auto Center*, Civil Action No. 24-cv-1499-MMA-KSC, in the United States
9 District Court for the Southern District of California. I have read and understand these
10 documents and have had my questions about these documents and the SCRA answered. I
11 understand my legal responsibilities and shall comply with those responsibilities.

12
13 _____
14 Print Name

15
16 _____
17 Signature

18
19 _____
20 Job Title

EXHIBIT C
RELEASE

In consideration for the Parties' agreement to the terms of the Agreement resolving the United States' allegations in *United States v. Tony's Auto Center Inc. d/b/a Tony's Auto Center*, Civil Action No. 24-cv-1499-MMA-KSC (S.D. Cal.) and payment to me of \$7,500, I, Jonathan Liongson, hereby release and forever discharge all claims, arising prior to the date of this Release, related to the facts at issue in the litigation referenced above that pertain to alleged violations of Section 3958 of the Servicemembers Civil Relief Act, 50 U.S.C. § 3958, that I may have against Tony's Auto Center Inc. d/b/a Tony's Auto Center, and all related entities, parents, predecessors, successors, subsidiaries, and affiliates and all of their past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors or assigns, and also all third-party lien companies that assisted Tony Auto Center in selling my vehicle.

Waiver under Section 1542 of the California Civil Code. Upon payment of the compensation amount, I expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

In connection with such waiver and relinquishment, I acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true. Nevertheless, it is my intention, through this Agreement, and with the advice of counsel, to fully, finally, and forever settle my claims. Pursuant to that intention, I expressly consent this release shall have the same full force and effect as to unknown and unsuspected claims, demands, and causes of action, if any, as to those terms and provisions relating to claims, demands, and causes of action hereinabove specified.

1 I hereby represent that I have the authority to enter into this Agreement and that I
2 have not previously assigned, transferred, or purported to have assigned or transferred in
3 any manner, the claims released hereunder.

4
5 Executed this ____ day of _____, 20____.

6
7
8
9 _____
10 Jonathan Liongson (Signature)

11 _____
12 Mailing Address

13
14 _____
15 Phone

16 _____
17 Email