

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND TELEGUAM HOLDINGS, LLC D/B/A GTA**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered into by and between the United States of America, through the Department of Justice (“United States”), and TeleGuam Holdings, LLC d/b/a GTA (“GTA”). The United States and GTA are referred to herein as the “Parties.”

II. RECITALS

2. This Agreement resolves the United States’ allegations that GTA engaged in violations of the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. § 3901, *et seq.*
3. Specifically, the United States alleges that GTA violated Section 3956 of the SCRA, 50 U.S.C. § 3956, by imposing early termination charges on servicemembers who terminated their cell phone service contracts early under the SCRA after receiving military orders requiring them to leave Guam. The charges at issue consist of “subsidy fees” or “balance recovery costs” for each month remaining on two-year contracts at the time of termination and the required repayment of contract incentives. The United States alleges that GTA required military customers to pay a “subsidy fee” of \$20 per remaining contract month when they terminated their contracts early. The United States alleges the “subsidy fee” constituted an early termination charge that, when charged to servicemembers who submitted qualifying military orders, violated Section 3956(e)(1) of the SCRA. The United States also alleges that GTA required some qualified terminating

servicemembers, including those who submitted qualifying retirement or separation orders, to pay a \$30 per month “balance recovery cost” for each month remaining on their contracts, which also constituted an unlawful early termination charge.

4. GTA does not admit the factual allegations and statements of law contained in this Agreement. The vast majority of the customers covered by the Agreement were charged “subsidy fees.” In entering into this Agreement, GTA does not concede that the “subsidy fees,” which GTA contends were charged to customers to recover the balance remaining on subsidized devices, violate the SCRA. To the contrary, GTA contends that it, in good faith, created its subsidy fee policy specifically to comply with the SCRA. GTA’s position is that it did not have any policy that would have charged eligible servicemembers a termination fee for canceling a commercial mobile service contract in the circumstances described in the SCRA.
5. The Parties agree that, to avoid costly and protracted litigation, the claims against GTA should be resolved without further proceedings. Therefore, as indicated by the signatures appearing below, the Parties agree to this Agreement.
6. The effective date of this Agreement will be the date of the signature of the last signatory to the Agreement.

III. STATEMENT OF CONSIDERATION

7. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against GTA alleging that GTA imposed early termination charges in violation of Section 3956 of the SCRA in a civil action. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS¹

The Parties agree and covenant as follows:

A. Prohibited Conduct and Affirmative Obligations

8. GTA, its officers, employees, agents, and representatives (including attorneys, contractors, or vendors) will not impose or seek to collect any early termination charge from a servicemember or a dependent of a servicemember who lawfully terminates a cell phone service contract in accordance with 50 U.S.C. § 3956, including:
 - a. requiring servicemembers who terminate their cell phone service contracts based on the SCRA to pay a “subsidy fee,” “balance recovery cost,” or similar charge imposed when the contract term is not completed;
 - b. requiring servicemembers who terminate their cell phone service contracts based on the SCRA to repay monetary incentives they received related to their contracts or service, including discounted prices on telephones; or
 - c. requiring servicemembers who terminate their cell phone service contracts early under the SCRA based on receipt of qualifying retirement or separation orders to pay early termination charges (including requiring the repayment of monetary incentives).
9. GTA, its officers, employees, agents, and representatives (including attorneys, contractors, or vendors) shall comply with the SCRA Policies and Procedures for Cell Phone Contract Termination established in Part IV.B of this Agreement.

¹ Nothing in this Agreement shall preclude GTA from offering greater protections to servicemembers than those afforded by the Agreement or the SCRA.

B. Compliance with the SCRA and SCRA Policies and Procedures

10. Within forty-five (45) calendar days of the effective date of this Agreement, GTA shall send to the United States proposed SCRA Policies and Procedures for Cell Phone Service Contract Termination in compliance with Section 3956 of the SCRA, 50 U.S.C. § 3956. These policies and procedures – which must apply to GTA and GTA’s agents – must include the following provisions:

- a. permitting servicemembers² to terminate their cell phone service contracts without penalty where:
 - i. a servicemember receives military orders to relocate for a period of not less than 90 days (including a permanent change of station) to a location that does not support the contract, *see* 50 U.S.C. § 3956(a)(1)(A);
 - ii. a servicemember receives military orders for a permanent change of station, thereafter enters into the contract, and then receives a stop movement order issued by the Secretary of Defense or the Secretary of Homeland Security in response to a local, national, or global emergency, effective for an indefinite period or for a period of not less than 30 days, that prevents the servicemember from using the services provided under the contract, *see* 50 U.S.C. § 3956(a)(1)(B);
 - iii. a member of a reserve component performing military service or performing full-time National Guard duty, active Guard and Reserve duty, or inactive-duty training receives military orders to relocate for a period of

² Spouses and dependents shall be treated as servicemembers to the extent provided in 50 U.S.C. § 3956(a)(4).

- not less than 90 days (including a permanent change of station) to a location that does not support the contract, *see* 50 U.S.C. 3956(a)(4)(C);
- iv. a servicemember dies while in military service or performing duty described in 50 U.S.C. § 3956(a)(4)(C), *see* 50 U.S.C. § 3956(a)(4)(A); or
 - v. a servicemember incurs a catastrophic injury or illness, if the servicemember incurs the catastrophic injury or illness while in military service or performing duty described in 50 U.S.C. § 3956(a)(4)(C), *see* 50 U.S.C. § 3956(a)(4)(B).
- b. providing written or electronic notice to servicemembers who terminate their cell phone service contracts of their early termination rights, *see* 50 U.S.C. § 3956(a)(2);
 - c. approving terminations of cell phone service contracts based on delivery to GTA or GTA's agent of a written or electronic notice of such termination and a copy of the servicemember's military orders (to include any notification, certification, or verification from the servicemember's commanding officer setting forth facts establishing eligibility for early termination), or other document prepared exclusively by a branch of the military or the Department of Defense demonstrating that the customer is eligible for cell phone service contract termination under 50 U.S.C. § 3956(b)(2), including by hand delivery, private business carrier, U.S. Mail, e-mail, text message, or other electronic means reasonably calculated to ensure actual receipt, *see* 50 U.S.C. § 3956(a)(3);

- d. setting the effective date of the contract termination as the date the servicemember selects, *see* 50 U.S.C. § 3956(a)(3);
 - e. limiting any charges that must be paid upon termination to those permitted by the SCRA, *see* 50 U.S.C. §3956(e)(1);
 - f. refunding, within 60 days after the effective date of termination, any fee or other amount to the extent paid for a period extending until after such date, except for the remainder of the monthly or similar billing period in which the termination occurs, *see* 50 U.S.C. § 3956(f);
 - g. establishing a designated telephone number and electronic mail address at which servicemembers may reach a customer service representative who will address questions or concerns regarding the SCRA. GTA shall also include a page on its website detailing eligibility for, and relief provided by, the SCRA, and providing the telephone number and designated electronic mail address to obtain SCRA relief or raise questions or concerns regarding such relief; and
 - h. designating an individual or individuals who will receive notice of all SCRA complaints, including oral complaints, from customer service representatives.
11. No later than forty-five (45) calendar days after the effective date of this Agreement, GTA shall provide a copy of its proposed SCRA policies and procedures in accordance with Paragraph 10 to counsel for the United States.³ The

³ All notices and materials required by this Agreement to be sent to counsel for the United States shall be sent by private business carrier (non-USPS) delivery service addressed as follows: Chief, Housing & Civil Enforcement Section, Civil Rights Division, United States Department of

United States shall respond to GTA's proposed SCRA policies and procedures within forty-five (45) calendar days of receipt. If the United States objects to any part of GTA's policies and procedures, the Parties shall confer to resolve their differences. GTA shall begin the process of implementing the SCRA policies and procedures within fourteen (14) calendar days of approval by the United States.

12. If, at any time during the term of this Agreement, GTA proposes to materially change its SCRA policies and procedures, it shall first provide a copy of the proposed changes to counsel for the United States. If the United States does not deliver written objections to GTA within forty-five (45) calendar days of receiving the proposed changes, the changes may be implemented. If the United States makes any objections to the proposed changes within the forty-five (45)-day period, the specific changes to which the United States objects shall not be implemented until the Parties meet and confer to resolve their differences.

C. Training

13. Within forty-five (45) calendar days after approval the SCRA policies and procedures pursuant to Paragraph 11, GTA shall provide to the United States the curriculum, instructions, and any written materials included in the training required by Paragraphs 14 and 15. The United States shall have forty-five (45) calendar days from receipt of these documents to raise any objections to GTA's training materials, and, if it raises any, the Parties shall confer to resolve their differences.

Justice, 150 M Street, N.E., Washington, DC 20002, Attn: DJ 216-91-4, or as otherwise directed by the United States. Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

14. GTA shall provide SCRA compliance training, within forty-five (45) calendar days of the United States' non-objection pursuant to Paragraph 13, to any employees who: (a) provide customer service to customers in connection with cell phone contracts, or (b) have significant involvement in its processing of requests to terminate or suspend cell phone contracts ("covered employees"). GTA shall provide to each covered employee: (a) training on the terms of the SCRA with respect to termination of service contracts; (b) training on GTA's SCRA policies and procedures (both those required pursuant to Paragraph 10 and all others adopted by GTA) specific to the employee's responsibilities associated with that employee's position; and (c) the contact information for the individual or individuals designated to receive SCRA complaints described in Paragraph 10(h). GTA shall also follow these training procedures for any employee who subsequently becomes a covered employee within thirty (30) calendar days of their hiring, promotion, or transfer.
15. During the term of this Agreement, GTA shall provide annual SCRA training, with the same content as described in Paragraph 14, to covered employees with respect to their responsibilities and obligations under the SCRA and GTA's SCRA policies and procedures.
16. The covered employees may undergo the training required by Paragraphs 14 and 15 via live training, computer-based training, web-based training, or interactive digital media. If the training is conducted in any format other than live training, GTA shall ensure that covered employees have the opportunity to have their questions answered by a company contact that GTA identifies as having SCRA expertise

within two (2) business days of the training. Any expenses associated with the training program required by Paragraphs 14 and 15 shall be borne by GTA.

17. GTA shall secure a signed statement in the form attached as Exhibit A from each covered employee at the training required by Paragraphs 14 and 15 acknowledging that they have received, read, and understand GTA's SCRA policies and procedures specific to the employee's responsibilities, have had the opportunity to have their questions about these documents answered, and agree to abide by them. GTA shall also certify in writing to counsel for the United States that the covered employees successfully completed the training required by Paragraphs 14 and 15. For the duration of this Agreement, copies of the signed statements shall be provided to the United States upon request.

D. Compensation to Aggrieved Servicemembers

18. The United States has reviewed accounts for which servicemembers sought early termination of cell phone contracts from September 5, 2018, through February 29, 2024. Based on this review, the United States has identified 1,320 instances where it believes GTA imposed early termination charges – by imposing a “subsidy fee” or “balance recovery cost” or requiring the repayment of contract incentives – on servicemembers who sought early termination under the SCRA. The United States has provided a list of those instances to GTA.
19. Within forty-five (45) calendar days of the effective date of this Agreement, GTA shall provide to the United States an electronically searchable list of all instances where GTA imposed a “subsidy fee” or “balance recovery cost,” or required the repayment of contract incentives, between February 29, 2024, and the effective date

of this Agreement. Within thirty (30) calendar days of receiving the electronically searchable list from GTA, the United States shall provide GTA with the list of any instances where it believes GTA imposed an early termination charge between February 29, 2024, and the effective date of this Agreement. In the event GTA objects to the United States' list, GTA shall be afforded thirty (30) calendar days to produce evidence of compliance to the United States. Within thirty (30) calendar days of GTA's production of evidence, after considering in good faith all evidence produced by GTA, the United States shall make a final determination of the early termination charges for this time period.

20. GTA shall compensate the servicemembers identified pursuant to Paragraphs 18 and 19 as follows: (1) a refund of any amount paid towards an early termination charge identified by the United States; and (2) an additional payment equal to the amount of the early termination charge identified by the United States. In cases where the United States is aware that GTA has already taken remedial actions with respect to a cell phone contract termination, the United States has considered such remedial actions and adjusted the compensation awarded to the servicemember accordingly. The United States will make similar adjustments for remedial actions of which it subsequently becomes aware.
21. GTA must make good faith efforts to deliver payment to each servicemember, except for those servicemembers currently residing in Oregon, in the amount calculated pursuant to Paragraph 20 within forty-five (45) days of the effective date of this Agreement.

22. All compensation checks may include the phrase “Settlement in Full” in the memorandum section. All compensation checks shall be accompanied by a copy of a letter (the form of which is to be approved in advance by the United States) explaining that cashing or endorsing the check releases all claims against GTA related to claims for violations of Section 3956 of the SCRA related to requests for early termination of cell phone contracts.
23. For servicemembers currently residing in Oregon, GTA shall send a letter (the form of which is to be approved in advance by the United States) containing a Release in the form attached as Exhibit B within forty-five (45) days of the effective date of this Agreement. Within thirty (30) days of receiving a properly executed copy of the Release at Exhibit B, GTA shall issue and mail a compensation check to the servicemember in the amount calculated pursuant to this Agreement.
24. Within fourteen (14) days of the effective date of this Agreement, GTA shall deposit \$450,000 into an interest-bearing escrow account for the purpose of fulfilling its obligations under Paragraph 20. GTA shall provide written verification of the deposit to the United States within three (3) business days of depositing the funds described in this Paragraph. Any taxes, costs, or other fees incurred on the escrow funds shall be paid by GTA. GTA shall add funds to the escrow account as necessary to meet its obligations under this Agreement.
25. GTA shall provide the United States with samples of all letters, and receive the United States’ non-objection, before mailing any letter required by this Agreement to individuals entitled to compensation.

26. GTA shall promptly skip trace and make reasonable efforts to redeliver or reissue any payment or notification that is returned as undeliverable. GTA shall also promptly skip trace and make reasonable efforts to redeliver or reissue any payment or notification that is not deposited, cashed, or returned within six (6) months of the date the initial payment or notification is sent.
27. Servicemembers shall have six (6) months after issuance to cash or deposit their compensation checks. During the term of this Agreement, GTA shall, upon the request of a servicemember entitled to compensation, or upon the request of the counsel for the United States, reissue any checks that are not cashed or deposited prior to their expiration.
28. For the duration of the Agreement, every six (6) months following the mailing of notices to those who are entitled to compensation, GTA shall provide the DOJ with an accounting of all releases received, checks issued, checks cashed or deposited (including check copies), and notifications without responses or that were returned as undeliverable.
29. Any amounts in the escrow account required by Paragraph 24 that have not been distributed to aggrieved persons within four years of the date of this Agreement shall be paid to the United States Treasury in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.
30. GTA will not refuse to make a payment based on a waiver or release of legal claims or an arbitration agreement previously signed by any such recipient.
31. No individual may obtain review by the Parties of the identifications made, and payments disbursed (including the amounts thereof), pursuant to the Agreement.

E. Other Relief

32. Within sixty calendar (60) days following the effective date of this Agreement, GTA must request that all the credit bureaus to which it reports remove negative entries for the servicemembers identified pursuant to Paragraphs 18 and 19 attributable to non-payment of any amounts that would not have been owed if GTA had not imposed the charges referenced in Paragraph 18 and 19.
33. Within sixty (60) days after completion of its obligations in Paragraph 32, GTA shall provide the United States with an accounting of all credit entry repairs requested.

F. Civil Penalty

34. Within fourteen (14) calendar days of the effective date of this Agreement, GTA shall pay a total of \$50,000 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 in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

G. Additional Reporting and Record-Keeping Requirements

35. For the duration of this Agreement, GTA shall retain all records relating to its obligations hereunder, including its records with respect to all cell phone service contracts for which a servicemember has sought a termination and 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.

36. During the term of this Agreement, GTA shall notify counsel for the United States in writing every six (6) months of receipt of any SCRA or military-related complaint. GTA shall provide a copy of any written complaints with the notifications. Whether regarding a written or oral SCRA complaint, the notification to the United States shall include the full details of the complaint, including the complainant's name, address, and telephone number, and the full details of all actions GTA took to resolve the complaint. GTA shall also promptly provide the United States all information it may request concerning any such complaint. If the United States raises any objections to GTA's actions, the Parties shall meet and confer to consider appropriate steps to address the concerns raised by the United States' review.

V. SCOPE OF SETTLEMENT AGREEMENT

37. The provisions of this Agreement shall apply to GTA and any of its subsidiaries, predecessors, acquired companies, or successor entities. It shall also apply to the officers, employees, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with all of those entities, including with respect to any cell phone contracts terminated from September 5, 2018 to the effective date of this Agreement.
38. If GTA is acquired by or merges with another entity, GTA shall, as a condition of such acquisition or merger, obtain the written agreement of the acquiring or surviving entity to be bound by any obligations remaining under this Agreement for the remaining term of this Agreement.

39. This Agreement does not resolve and release claims other than claims for violations of Section 3956 of the SCRA related to requests for early termination of cell phone contracts. This Agreement does not release any claims that may be held or are currently under investigation by any federal agency against GTA or any of its affiliated entities.
40. Nothing in this Agreement will excuse GTA's compliance with any currently or subsequently effective provision of law or order of a regulator with authority over GTA that imposes additional obligations on it.

VI. LITIGATION HOLD

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

VII. ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE

42. Any time limits for performance imposed by this Agreement may be extended by the mutual written agreement of the Parties.
43. The Parties shall be responsible for their own attorney's fees and court costs, except as provided for in Paragraph 46.
44. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Agreement prior to

initiating court action. However, in the event the United States contends that there has been a failure by GTA, whether willful or otherwise, to perform in a timely manner any act required by GTA or otherwise comply with any provision thereof, the United States will notify GTA in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. GTA shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

45. If the Parties are unable to reach a resolution within 15 days, either Party may bring a civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the District of Guam. That Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of that Court. The Parties further acknowledge that venue in that Court is appropriate and agree not to raise any challenge on this basis.
46. In the event the United States files a civil action as contemplated by Paragraph 45 to remedy breach of this Agreement, the United States may seek the following: (1) an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and (3) any additional relief that may be available under law or equity. If such a civil action is filed, GTA expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue, or otherwise raise any defenses under

theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

47. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

VIII. DURATION, EXECUTION AND OTHER TERMS

48. This Agreement shall be in effect for a period of four (4) years from its effective date.
49. 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 an acceptable, binding signature for purposes of this Agreement.
50. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
51. This Agreement, including Exhibits A-B, 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.
52. This Agreement is governed by and shall be interpreted under the laws of the United States.
53. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

54. 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 discharged or excused by the actual or alleged breach of the duties and obligations by another Party.
55. This Agreement is a public document. Both Parties consent to the United States' disclosure of this Agreement and information about this Agreement, to the public.
56. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
57. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.
58. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the District of Guam, the Parties agree that they will seek removal and/or transfer to the United States District Court for the District of Guam.
59. This Agreement may be modified only with the written consent of the Parties. Any modifications must be in writing and signed by the Parties through their authorized representatives.

For the United States of America:

Dated: June 17, 2025

/s/ Mikel W. Schwab
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Attorneys for THE UNITED STATES OF AMERICA

For Teleguam Holdings, LLC d/b/a GTA.:

Dated: June 17, 2025

/s/ Daniel Tehrani

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EXHIBIT A

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on [INSERT DATE], I was provided training regarding Servicemembers Civil Relief Act (SCRA) compliance, and copies of Teleguam Holdings, LLC d/b/a GTA's policies and procedures applicable to my duties. I have read and understand these documents and have had my questions about these documents and the SCRA answered. I understand my legal responsibilities and shall comply with those responsibilities.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

EXHIBIT B

RELEASE (for Oregon residents)

Pursuant to the Settlement Agreement resolving the United States' allegations that Teleguam Holdings, LLC d/b/a GTA ("GTA") violated the Servicemembers Civil Relief Act, and in consideration of GTA's payment to me of \$ [AMOUNT], I, [CUSTOMER'S NAME], hereby release and forever discharge all claims, arising prior to the date of this Release, related to the alleged violation of Section 3956 of the Servicemembers Civil Relief Act based on alleged imposition of cell phone service contract early termination charges, that I may have against GTA and all related entities, parents, predecessors, successors, subsidiaries, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and its heirs, executors, administrators, successors or assigns.

Executed this _____ day of _____, 202__.

SIGNATURE: _____

PRINT NAME: _____