SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JWB PROPERTY MANAGEMENT LLC DBA JWB RENTAL HOMES

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 JWB Property Management LLC dba JWB Rental Homes ("JWB Rental Homes"). The United States and JWB Rental Homes are referred to herein as the "Parties."

II. RECITALS

2. This Agreement resolves the United States' allegations that JWB Rental Homes engaged in violations of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. §§ 3901-4043, by imposing unlawful early termination charges against servicemembers who were exercising their right to terminate residential leases after they received qualifying military orders.

3. JWB Rental Homes denies the United States' allegations.

4. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expenses of protracted litigation, the claims against JWB Rental Homes should be resolved without further proceedings. As indicated by the signatures appearing below, the Parties agree to the terms of this Agreement.

5. The effective date of this Agreement will be the date of the signature of

the last signatory to the Agreement.

III. STATEMENT OF CONSIDERATION

6. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against JWB Rental Homes relating to the United States' allegation that JWB Rental Homes imposed unlawful early termination charges in violation of Section 3955 of the SCRA in a civil action. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

The Parties agree and covenant as follows:

A. Prohibited Conduct and Affirmative Obligations

7. JWB Rental Homes, its officers, employees, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with it will not:

a. impose or seek to collect any early termination charge, including but not limited to the required repayment of any lease incentive or discount, from a servicemember or dependent of a servicemember who lawfully terminates a lease under 50 U.S.C. § 3955;

b. enforce or attempt to enforce the 35-mile limitation contained in Fla. Stat. § 83.682(1)(a) on any servicemember or dependent of

a servicemember who lawfully terminates a lease pursuant to 50 U.S.C. § 3955; or

c. deny a lease termination request or refuse to accept a notice of termination by a servicemember or dependent of a servicemember pursuant to 50 U.S.C. § 3955 on the grounds that the notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status is signed "by direction" or through a delegation of signature authority.

B. <u>Compliance with the SCRA and SCRA Policies and Procedures</u>

8. Within thirty (30) days after the effective date of this Agreement, JWB Rental Homes shall develop new SCRA Policies and Procedures for Lease Terminations in compliance with 50 U.S.C. § 3955, which have been approved by the United States. These policies and procedures must include the following provisions:

a. JWB Rental Homes shall permit servicemembers to terminate a lease if they execute a lease and thereafter receive: (i) orders calling them to military service[1]; (ii) orders for a permanent

[1] The term "military service" means—

change of station[2]; (iii) orders to deploy with a military unit, or as an individual in support of a military operation, for a period of 90 days or more; or (iv) a stop movement order issued in response to a local, national, or global emergency, effective for an indefinite period or for a period of not less than 30 days, which prevents the servicemember or servicemember's dependents from occupying the lease. A servicemember's termination of a lease shall terminate any obligation a servicemember's dependent[3] may have under the lease;

(A) in the case of a servicemember who is a member of the Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard—

(i) active duty, as defined in section 101(d)(1) of title 10, United States Code, and

(ii) in the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds;

(B) in the case of a servicemember who is a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration, active service; and

(C) any period during which a servicemember is absent from duty on account of sickness, wounds, leave, or other lawful cause.

[2] A "permanent change of station" is the permanent assignment, detail, or transfer of a servicemember or unit to a different permanent duty station. It includes separation or retirement from military service. *See* 50 U.S.C. § 3955(i)(3).

[3] The term "dependent" with respect to a servicemember, means—(a) the servicemember's spouse; (b) the servicemember's child (as defined in section 101(4) of title 38, United States Code); or (c) an individual for whom the servicemember provided more than one-half of the individual's support for 180 days immediately preceding an application for relief under the SCRA.

b. A servicemember may terminate the lease by delivering a written notice of termination and a copy of qualifying military orders or other notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status, to JWB Rental Homes, its employees or agents. Delivery may be accomplished by hand delivery, private business carrier, U.S. mail, or electronic means reasonably calculated to ensure actual receipt of the communication by JWB Rental Homes;

c. JWB Rental Homes shall not deny or rescind its approval of an early termination request by an otherwise qualified servicemember based on: (1) the distance of the servicemember's new permanent duty station from the rented premises; (2) the fact that the notification, certification, or verification from the servicemember's commanding officer was signed "by direction" or through a delegation of signature authority;

d. JWB Rental Homes shall treat any lease termination pursuant to 50 U.S.C. § 3955 as effective no later than 30 days after the first date on which the next rental payment is due and payable after the date on which the notice was delivered. Any rent amounts

that are unpaid for the period preceding the effective date of the lease termination must be, if applicable, prorated. Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee at the last known address of the lessee within 30 days of the effective date of termination;

e. JWB Rental Homes may not impose an early termination charge on a servicemember who terminates their lease based on receipt of qualifying military orders;

f. JWB Rental Homes shall not initiate or pursue a waiver of any of the lease termination rights provided under 50 U.S.C. § 3955, nor shall it enforce any such waiver that has been previously executed;

g. JWB Rental Homes shall revise or amend its standard lease forms to ensure that all early termination provisions comply with 50 U.S.C. § 3955; and

h. When entering into a lease with a servicemember, JWB Rental Homes shall provide a notice with the lease packet detailing eligibility for, and relief provided by, the SCRA and provide a designated telephone number and electronic mail address to

obtain SCRA relief or raise questions or concerns regarding such relief.

9. Within ninety (90) calendar days of the effective date of this Agreement, JWB Rental Homes shall develop SCRA Policies and Procedures for Default Judgments in compliance with Section 3931 of the SCRA. These policies and procedures must include provisions that specify:

a. JWB Rental homes shall not obtain a default judgment in any action involving eviction or a dispute with a tenant or resident involving amounts due and owing ("Covered Matter") without first filing or requiring its attorney(s) to file with the court at issue an affidavit prepared in accordance with 50 U.S.C. § 3931.

b. JWB Rental Homes shall not refer any Covered Matter to litigation without first taking the actions necessary to comply with Paragraph 9(c). JWB Rental Homes shall advise any employees, agents, or attorneys conducting and/or involved in the Covered Matter of any information reasonably available to JWB Rental Homes that is relevant to each tenant's active duty status, if any, and if a tenant is verified to be on active duty, shall require its employees, agents, or attorney(s) to disclose the

tenant's military status to the court in an affidavit that complies with 50 U.S.C. § 3931.

c. In complying with Paragraph 9(a) above, JWB Rental Homes shall directly, or through its agents or attorneys, seek to determine, upon referral of any Covered Matter to litigation, whether each defendant in the action is an SCRA-protected servicemember by:

i. Searching the Department of Defense Manpower and Data Center ("DMDC") website for evidence of SCRA eligibility by last name and social security number. If JWB Rental Homes does not have a social security number for a defendant in a Covered Matter, JWB Rental Homes' agents or attorneys will search the DMDC website by last name and date of birth. If JWB Rental Homes is aware of any last name variants or aliases (e.g., maiden names, hyphenated or composite surnames, or variant spellings) utilized by the defendant, it shall ensure that its agents or attorneys run a separate DMDC search for each name variant or alias; and

ii. If the DMDC search results based on the foregoing suggest that the defendant in the covered matter is not in military service, then JWB Rental Homes' agents or attorneys will seek to determine whether the defendant is an SCRA-protected servicemember by reviewing any military service information (including orders, rental applications, employment information, and/or leave and earnings statements) JWB Rental Homes has received from the defendant in the Covered Matter.

d. JWB Rental Homes shall instruct its counsel not to attempt to obtain a default judgment against any defendant in a Covered Matter without first filing with the court an affidavit that complies with Paragraph 9a and includes a copy of the report obtained from the search of the DMDC website. JWB Rental Homes will further direct its counsel that the affidavit must be signed and prepared only after taking the actions necessary to comply with Paragraph 9c and must be executed no more than two (2) business days prior to the date on which JWB Rental Homes moves the court for entry of a default judgment. JWB

Rental Homes shall direct its counsel to attach the most recent DMDC Status Report to the affidavit;

e. If JWB Rental Homes obtains a waiver of a servicemember's right to have an attorney appointed to represent him or her, as provided in 50 U.S.C. § 3931(b)(2), the waiver must be in writing, must refer specifically to the civil action to which the waiver applies, and must be executed after the civil action has been filed. If JWB Rental Homes initiates the waiver process, a notice and a copy of the proposed waiver must be provided to the servicemember at least thirty (30) calendar days in advance of any anticipated default judgment. To the extent that JWB Rental Homes exercises this right, it shall use the notice and waiver in the form attached as Exhibit A.

10. No later than thirty (30) days after the effective date of this Agreement, JWB Rental Homes shall provide a copy of the proposed SCRA Policies and Procedures required under Paragraphs 8 and 9 to counsel for the United States. The United States shall respond to the proposed SCRA Policies and Procedures within thirty (30) calendar days after receipt. If the United States objects to any part of the SCRA Policies and Procedures, the Parties shall confer to resolve their differences.

JWB Rental Homes shall begin the process of implementing the SCRA Policies and Procedures within ten (10) calendar days of approval by the United States.

11. If, at any time during the term of this Agreement, JWB Rental Homes 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. The United States shall respond to the proposed changes within thirty (30) calendar days after receipt. If the United States objects to any part of the proposed changes, the Parties shall confer to resolve their differences.

C. Training

12. During the term of this Agreement, JWB Rental Homes shall provide annual SCRA compliance training to all its employees. This training shall also be provided to all new employees within thirty (30) calendar days of their hiring. Within thirty (30) calendar days of the United States' approval of the SCRA Policies and Procedures pursuant to Paragraph 10, JWB Rental Homes shall provide to the United States the curriculum, instructions, and any written material included in the training required by this Paragraph. The United States shall have thirty (30) calendar days from receipt of these documents to raise any objections to the training materials, and, if it raises any, the Parties shall confer to resolve their differences.

13. JWB Rental Homes shall secure a signed statement in the form

attached as Exhibit B from all employees at the trainings required by Paragraph 12 acknowledging that they have received, read, and understood the Agreement and the SCRA Policies and Procedures, have had the opportunity to have their questions about these documents answered, and agree to abide by them. For the duration of this Agreement, copies of those signed statements shall be provided to the United States upon request. JWB Rental Homes shall also certify in writing to counsel for the United States that all employees successfully completed the trainings required by Paragraph 12. JWB Rental Homes will pay any expenses associated with the trainings required by Paragraph 12.

D. Compensation to Aggrieved Servicemembers

14. The United States has determined that, between March 2022 and August 2023, JWB Rental Homes imposed "Liquidated Damages for Early Termination" on at least six servicemember-tenants who had exercised their right to terminate their leases early under the SCRA. The United States has determined that these liquidated damages constituted early termination charges, in violation of 50 U.S.C. § 3955(e)(l). The United States has provided to JWB Rental Homes a list with the names of the six affected servicemembers and the amounts to be paid to each.

15. The parties agree that for each servicemember identified pursuant to paragraph 14, JWB Rental Homes shall compensate the identified servicemember

by providing: (1) a refund of any termination fee that the servicemember paid to JWB Rental Homes; and (2) an additional payment equal to two (2) times the termination fee charged by JWB Rental Homes.

16. Within seven (7) calendar days of the effective date of this Agreement, JWB Rental Homes shall pay a total sum of THIRTY-NINE THOUSAND ONE HUNDRED AND SIXTY-EIGHT DOLLARS AND FIFTY CENTS ($39,168.50) by delivering to counsel for the United States certified checks made payable to the six identified servicemembers.

17. To receive compensation under Paragraph 15, each Aggrieved Servicemember 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 both a certified check from JWB Rental Homes payable to an Aggrieved Servicemember and a signed Release from that Aggrieved Servicemember, counsel for the United States shall deliver the check to the Aggrieved Servicemember and a copy of the signed Release to JWB Rental Homes.

E. <u>Civil Penalty</u>

19. Within ten (10) calendar days of the effective date of this Agreement, JWB Rental Homes shall pay a total of TWENTY-FIVE THOUSAND DOLLARS ($25,000) 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.

F. Additional Reporting and Record-Keeping Requirements

20. For the duration of this Agreement, JWB Rental Homes shall retain all Records relating to its obligations hereunder, including its records with respect to all SCRA lease termination requests 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. Every three months during the term of this Agreement, JWB Rental Homes shall provide counsel for the United States a report regarding any SCRA or military-related complaints received by JWB Rental Homes, whether the complaint is made orally or in writing. JWB Rental Homes shall provide a copy of any written complaints. 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, telephone number, and email address. JWB Rental Homes shall also promptly provide the United States with all information it may request concerning any such complaint and shall inform the United States in writing within thirty (30) calendar days of the terms of any

resolution of such complaint. If the United States raises any objections to the JWB Rental Homes' 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

22. The provisions of this Agreement shall apply to JWB Rental Homes and its subsidiaries, predecessors, acquired companies, and successors. They shall also apply to the officers, employees, managers, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with all of those persons and entities.

23. If JWB Rental Homes is acquired by or merges with another entity, JWB Rental Homes 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.

24. This Agreement does not release claims for practices not addressed in this Agreement, and it does not resolve and release claims other than the claims for violations of 50 U.S.C. § 3955 involving the Aggrieved Servicemembers. This Agreement does not release any claims that may be held or are currently under investigation by any other federal or state agency or entity.

25. Nothing in this Agreement will excuse JWB Rental Homes' compliance with any currently or subsequently effective provision of law or order of a regulator with authority over JWB Rental Homes that imposes additional obligations on it.

26. 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 a litigation hold. Nothing in this Paragraph relieves either party of any other obligations imposed by this Agreement.

VII. IMPLEMENTATION AND ENFORCEMENT

27. This Agreement shall be in effect for a period of four (4) years from its effective date.

28. The United States may review compliance with this Agreement at any time. JWB Rental Homes agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, JWB Rental Homes shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

29. 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 JWB Rental Homes, whether willful or otherwise, to perform in a timely manner any act required by this Agreement or otherwise comply with any provision thereof, the United States will notify JWB Rental Homes in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The JWB Rental Homes shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

30. If the Parties are unable to reach a resolution within 15 days, the United States may bring a civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the Middle District of Florida. The United States District Court for the Middle District of Florida 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 the United States District Court for the Middle District of Florida. The Parties further acknowledge that venue in the Middle District of Florida is appropriate and agree not to raise any challenge on this basis.

31. In the event the United States files a civil action as contemplated by Paragraph 30 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, JWB Rental Homes 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.

32. The Parties shall be responsible for their own attorney's fees and costs, except as provided for in Paragraph 31.

33. 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. EXECUTION AND OTHER TERMS

34. 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.

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

36. 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.

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

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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 Middle District of Florida, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Middle District of Florida.

44. 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 UNITED STATES OF AMERICA:

GREGORY W. KEHOE
United States Attorney
Middle District of Florida

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

MICHAEL E. GATES
Deputy Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO, Chief
Housing and Civil Enforcement Section

Dated: June 19, 2025

/s/ Alexandra N. Karahalios
YOHANCE A. PETTIS
Deputy Chief, Civil Division
ALEXANDRA N. KARAHALIOS
Assistant U.S. Attorney
United States Attorney's Office
Middle District of Florida

Dated: June 19, 2025

/s/
ELIZABETH A. SINGER
Director, U.S. Attorneys' Fair Housing Program
AUDREY M. YAP
ADAM HASSANEIN
Trial Attorneys
Civil Rights Division
U.S. Department of Justice

FOR JWB PROPERTY MANAGEMENT LLC dba JWB RENTAL HOMES:

Dated: 6/18/25

/s/ Zach Miller
ZACH MILLER, ESQ.

EXHIBIT A

IMPORTANT NOTICE AFFECTING MILITARY SERVICEMEMBERS RIGHTS AND PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT

Attached to this notice you will find a waiver of rights and protections that may be applicable to you pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. § 3901, *et seq*. (the "SCRA"). The SCRA provides military personnel and their dependents with a wide range of legal and financial protections. Among other benefits and protections, the SCRA:

- Requires that the court appoint an attorney to represent a servicemember who is a defendant in a civil action or proceeding, if the servicemember does not make an appearance;
- Prohibits the eviction of a servicemember or the servicemember's dependents without a court order;
- Allows a court to adjust or stay the enforcement of an obligation if a servicemember's ability to pay the agreed rent is materially affected by military service; and
- Postpones court actions against servicemembers under certain circumstances.

If you choose to sign the attached waiver, the court may enter a judgment against you without appointing an attorney or *guardian ad litem* to represent your interests. If you do not sign this waiver, the court may take steps to ensure that a judgment is not entered against you if you are unable to appear.

Before waiving these important statutory rights, you should consult an attorney regarding how best to exercise your rights or whether it is in your interest to waive these rights under the conditions offered by [LANDLORD].

For More Information:

- CONSULT AN ATTORNEY: To fully understand your rights under the law, and before waiving your rights, you should consult an attorney.
- JAG / LEGAL ASSISTANCE: Servicemembers and their dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at http://legalassistance.law.af.mil.
- MILITARY ONESOURCE: "Military OneSource" is the U.S. Department of Defense's information resource. Go to http://www.militaryonesource.com.

AGREEMENT AND WAIVER OF RIGHTS UNDER SERVICEMEMBERS CIVIL RELIEF ACT

I, _____, am a Servicemember OR the duly authorized agent or attorney-in-fact of _____, a Servicemember, pursuant to a power of attorney dated _____, and I am aware that I have protections available to me under the Servicemembers Civil Relief Act (SCRA). This includes, but is not limited to, legal rights relating to the Civil Action [CASE NUMBER] filed in [COURT] on [DATE] (the "Civil Action"), including protections relating to default judgments with respect to my lease of the property listed below:

[PROPERTY ADDRESS]

By signing this waiver, I acknowledge and agree that:

- I have read and understood the attached **IMPORTANT NOTICE AFFECTING MILITARY SERVICEMEMBERS**.

- I am waiving my right to have an attorney or *guardian ad litem* appointed to represent me in accordance with 50 U.S.C. § 3931.

- In exchange for waiving this SCRA right with respect to the Civil Action, [LANDLORD] has agreed to waive its right to recover any attorneys' fees or court costs relating to the Civil Action.

- This waiver is made voluntarily, without coercion, duress or compulsion. I understand the terms of this waiver of rights, and acknowledge that I was advised to consult with an attorney regarding this waiver and the protections afforded by the SCRA.

Subject to the above provisions, I hereby waive and give up any right I may have to have an attorney or *guardian ad litem* appointed to represent me in the Civil Action.

Dated: _____ By: _____
Signature

_____
Print Name

For [LANDLORD]
Dated: _____ By: _____
Signature

_____
Print Name

EXHIBIT B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ _____, 20__, I was provided training regarding SCRA compliance and copies of the SCRA Policies and Procedures which are 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]

_____
[DATE]

EXHIBIT C

RELEASE

Pursuant to the Settlement Agreement resolving the United States' allegations that JWB Property Management LLC dba JWB Rental Homes violated the Servicemembers Civil Relief Act and in consideration of JWB's payment to me of $ [AMOUNT], I, [NAME], hereby release and forever discharge all claims, arising prior to the date of this Release, related to the alleged violations of Section 3955 of the Servicemembers Civil Relief Act based on the alleged imposition of residential lease early termination charges that I may have against JWB Property Management LLC, and all related entities, parents, predecessors, successors, and subsidiaries and all of their past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors or assigns. I do not release any other claims that I may have against JWB Property Management LLC under any other section of the Servicemembers Civil Relief Act.

In order to receive payment of $ [AMOUNT], I understand that I must send an executed copy of this release via mail to [Address] or via e-mail to [Email]. Please direct any inquiries related to whether your release has been received and the status of payment to: [Email and Phone].

Executed this _____ day of _____, 20__.

SIGNATURE:

_____

PRINT NAME: _____