

United States v. City of El Paso, Texas; United Road Towing, Inc. d/b/a UR Vehicle Management Solutions; and Rod Robertson Enterprises, Inc.
(W.D. Tex., No. 3:23-cv-00044-LS)

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND UNITED ROW TOWING, INC. d/b/a UR VEHICLE MANAGEMENT SOLUTIONS

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 Defendant United Road Towing, Inc. d/b/a UR Vehicle Management Solutions (“URT”). The United States and URT are referred to herein as the “Parties.” The effective date of the Agreement shall be the date the last party signs the Agreement.

II. RECITALS

2. This Agreement resolves the claims and causes of action against URT asserted in the United States’ lawsuit, *United States v. City of El Paso, Texas; United Road Towing, Inc. d/b/a UR Vehicle Management Solutions; and Rod Robertson Enterprises, Inc.*, No. 3:23-cv-00044-LS, filed in the United States District Court for the Western District of Texas on February 20, 2023 alleging violations of the Servicemember Civil Relief Act, 50 U.S.C. §§ 3901-4043 (hereinafter “the Civil Action”).

3. The Civil Action alleges that URT engaged in a pattern or practice of violating the Servicemembers Civil Relief Act (“SCRA”) by enforcing storage liens on the property of servicemembers during periods of military service, or within ninety (90) days thereafter, without first obtaining court orders. Specifically, the United States alleges that Defendant City of El Paso, Texas contracted with URT as its agent to conduct vehicle storage and auction operations at the El Paso Police Department Municipal Vehicle Storage Facility, where motor vehicles

impounded by the El Paso Police Department are stored. The United States further alleges that pursuant to that contract, URT auctioned, sold, or otherwise disposed of motor vehicles of servicemembers without first obtaining court orders, in violation of Section 3958 of the SCRA.

4. URT is a Delaware corporation with its principal place of business in Tinley Park, Illinois.

5. The Parties agree that it is in the public's best interest that the allegations in the Civil Action against URT should be resolved without further litigation.

6. To avoid the delay, uncertainty, and expense of protracted litigation, and in consideration of the mutual promises and obligations set forth the below, the Parties agree and covenant to the following material terms and conditions:

III. STATEMENT OF CONSIDERATION

7. In consideration of, and consistent with, the terms of this Agreement, the Parties will file a Joint Stipulation of Dismissal of the United States' claims against URT in the Civil Action, as set forth in Paragraph 42. 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 Obligation

8. In accordance with Section 3958 of the SCRA, except under the circumstances described below, URT, its officers, employees, agents, subsidiaries, successors, and representatives (including attorneys, contractors, subcontractors, or vendors), will not foreclose

on or enforce liens on the property or effects of any SCRA-protected servicemember;¹ or auction, sell, or otherwise dispose of vehicles or property owned by SCRA-protected servicemembers, without a court order, during any period of military service or within ninety (90) days thereafter.

B. Compliance with the SCRA and Policies and Procedures

9. Within thirty (30) calendar days after the effective date of this Agreement, URT shall send to the United States proposed SCRA policies and procedures for vehicle sales and disposal in compliance with Section 3958 of the SCRA. These policies and procedures must include the following:

a. To determine whether the borrower or lessee is an SCRA-protected servicemember, URT shall: (1) review any information it has received from the owner(s) or from a third party for evidence of military service (e.g., statements about military service, APO/FPO addresses or addresses located on a military installation); (2) examine the vehicle and its contents for evidence of military service (e.g., military paperwork, uniforms or equipment, military registration stickers or insignia); and (3) search the Defense Department's Defense Manpower Data Center ("DMDC") database, located at <https://scra.dmdc.osd.mil/>, for evidence of SCRA eligibility by either last name and social security number or last name and date of birth. In cases where a social security number of an owner is not readily available, URT shall use the owner's name and address

¹ For purposes of this Agreement, the term "SCRA-protected servicemember" includes a member of a reserve component who is ordered to report for military service. In accordance with 50 U.S.C. § 3917(a), a member of a reserve component who is ordered to report for military service is entitled to SCRA protections during the period beginning on the date of the member's receipt of the order and ending on the date on which the member reports for military service (or, if the order is revoked before the member so reports, on the date on which the order is revoked).

to conduct a search on a commercially available public records database to obtain the owner's social security number, or if a social security number cannot be found, the owner's date of birth. When searching the DMDC by social security number or date of birth, if URT is aware of any last name variants or aliases (e.g., maiden names, hyphenated or composite surnames, or variant spellings) used by the owner, URT shall run a separate DMDC search for each name variant or alias.

b. If URT determines that an owner is a servicemember in military service or has left a period of military service within the past ninety (90) days, URT (or its agents, including its attorneys, contractors, and vendors) shall not foreclose on or enforce the lien against the servicemember's vehicle or property without first obtaining a court order allowing it to do so.

c. If URT pursues a storage lien action in court and the SCRA-protected owner fails to answer the action, before seeking a default judgment, URT shall file an affidavit of military service with the court prepared in accordance with 50 U.S.C. § 3931(a) and (b) of the SCRA. Before seeking entry of default, URT shall search the DMDC database and review information in its possession, custody, or control to determine if the borrower is SCRA-protected. 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. If URT learns that a registered owner is SCRA-protected, URT shall file an affidavit stating that "the defendant is in military service," attaching the most recent military status report from the DMDC or a copy of the military orders or other documentation to the affidavit.

d. If URT initiates and pursues a waiver under a written agreement as provided in 50 U.S.C. § 3918, URT must initiate the waiver process with the servicemember at least thirty (30) calendar days in advance of enforcing any storage lien by sending a notice and a copy of the proposed waiver to the servicemember. To the extent URT exercises this right, URT shall use a notice in the form attached as Appendix A.

10. The United States shall respond to the proposed SCRA policies and procedures described in Paragraph 9 within thirty (30) calendar days of receipt. If the United States objects to any part of the proposed SCRA policies and procedures, the Parties shall meet and confer to resolve their differences. URT shall begin the process of implementing the SCRA policies and procedures within ten (10) calendar days of non-objection by the United States.

11. If, at any time during the term of this Agreement, URT 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 URT 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

12. During the term of this Agreement, URT shall provide annual SCRA compliance training to all employees involved with the storage, sale, auction, or disposal of motor vehicles by or on behalf of the City of El Paso (“covered employees”). SCRA compliance training shall include: (a) training on URT’s SCRA policies and procedures; and (b) training on the terms of

this Agreement. All covered employees shall be provided with a copy of this Agreement and URT's SCRA Policies and Procedures applicable to their duties. URT shall also provide SCRA compliance training to any new covered employee within thirty (30) calendar days of their hiring. Any expenses associated with the trainings required by this Paragraph shall be paid by URT.

13. Within thirty (30) calendar days of the United States' approval of URT's SCRA policies and procedures pursuant to Paragraphs 9-10, URT shall provide to the United States the curriculum, instructions, and any written material included in the training required by Paragraph 12. 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 meet and confer to resolve their differences.

14. The covered employees may undergo the trainings required by Paragraph 12 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, URT shall ensure that covered employees have the opportunity to have their questions answered.

15. URT shall secure a signed statement in the form attached as Appendix 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. URT shall certify in writing to counsel for the United States that the covered employees successfully completed the trainings required by Paragraph 12. Copies of the signed statements shall be provided to the United States upon request.

D. Settlement Fund for Aggrieved Servicemembers

16. Within ten (10) business days after the effective date of this Agreement URT shall deposit \$57,935 into an interest-bearing escrow account (“Settlement Fund”) to compensate servicemembers whom the United States has determined may have been harmed by URT’s violations of the SCRA (“Potentially Aggrieved Servicemembers”). URT shall be solely responsible for any costs, taxes or fees related to the Settlement Fund. Any interest that accrues will become part of the Settlement Fund and shall be used and disposed of as set forth herein.

17. Within ten (10) business days after the effective date of this Agreement, URT shall submit proof to the United States that the Settlement Fund has been established and that all funds have been deposited.

18. The United States has provided records to URT identifying 50 Potentially Aggrieved Servicemembers whose vehicles URT auctioned, sold, or otherwise disposed of between May 20, 2019, and June 11, 2023, pursuant to its contract with the City of El Paso to operate the City of El Paso Police Department Municipal Vehicle Storage Facility. Within thirty (30) calendar days after the effective date of this Agreement, URT shall mail a “Notice to Servicemembers Regarding Vehicles Auctioned or Sold in Violation of the SCRA,” in the form attached as Appendix C, to all 50 Potentially Aggrieved Servicemembers at their last known address. URT shall be required to search the National Change of Address database to obtain the most recent mailing address of all Potentially Aggrieved Servicemembers prior to the initial mailing. Nothing in this Agreement shall prevent the United States from making any additional efforts it deems appropriate to locate and provide notice to Potentially Aggrieved Servicemembers.

19. Within two hundred and forty (240) calendar days after the effective date of this Agreement, the United States shall provide URT with a final list of aggrieved servicemembers and the amounts to be paid to them from the Settlement Fund.

20. Within ten (10) business days of receiving the final list of aggrieved servicemembers, URT shall deliver to counsel for the United States a compensation check to each aggrieved servicemember in the amount specified on the final list referenced in Paragraph 19. The United States shall not deliver payment pursuant to this section before the aggrieved servicemember has executed and provided to counsel for the United States a written Release of Claims in the form of Appendix D. Counsel for the United States shall deliver the original signed Release of Claims Form to counsel for URT.

21. If any aggrieved servicemember to whom a check has been made payable declines to execute a Release of Claims Form or fails to execute the Release of Claims before the expiration of this Agreement, counsel for the United States shall return the undelivered check to URT.

22. If the aggrieved servicemember is unable to cash the settlement check because the check becomes void or stale by operation of time, counsel for the United States shall return the check to URT and request a reissuance of the check addressed to the aggrieved servicemember. URT will have fourteen (14) calendar days to issue a replacement check to counsel for the United States.

23. In no event shall the aggregate of all such checks paid under Paragraph 20 exceed the sum of the Settlement Fund.

24. After the expiration of the Agreement, any money remaining in the Settlement Fund that has not been distributed to aggrieved servicemembers 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.

25. URT shall not be entitled to a set-off, or any other reduction, of the amount of compensation payments required by this Agreement because of any amounts owed by the recipient. URT shall not refuse to make a payment based on a release of legal claims, waiver or settlement agreement previously signed by any such recipient.

26. No individual may obtain review by the Parties of the identifications made, and payments disbursed, (including the amounts thereof) pursuant to Paragraphs 19-22.

E. Civil Penalty

27. Within ninety (90) calendar days after the effective date of this Agreement, URT shall pay \$24,980 to the United States Treasury as a civil penalty pursuant to 50 U.S.C. § 4041(b)(3) 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.

F. Additional Reporting and Recordkeeping Requirements

28. For the duration of this Agreement, URT shall retain all records relating to its obligations hereunder, including records with respect to the auction and disposal of vehicles and personal property 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.

29. During the term of this Agreement, URT shall notify counsel for the United States in writing every six (6) months of receipt of any SCRA or military-related complaint. URT shall provide a copy of any written complaints with the notifications. Whether regarding a written or

oral SCRA or military-related 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, and the full details of all actions URT took to resolve the complaint. URT shall also promptly provide the United States 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 URT'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

30. The provisions of this Agreement shall apply to URT and any of its officers, employees, agents, representatives, subsidiaries, assigns, acquired companies or successors-in-interest, and all persons and entities in active concert or participation with any of those entities.

31. In the event that URT is acquired by or merges with another entity, URT 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.

32. This Agreement releases only the claims for violations of Section 3958 of the SCRA addressed in the Civil Action or identified in this Agreement. This Agreement does not release any other claims that may be held or are currently under investigation by any federal agency against URT or any of its affiliated entities.

33. Nothing in this Agreement will excuse the URT's compliance with any currently or subsequently effective provision of law that imposes additional obligations on it.

VI. IMPLEMENTATION AND ENFORCEMENT

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

35. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by URT to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify URT in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. URT shall have fifteen (15) calendar days from the date the United States provides notification of any breach of this Agreement to cure the breach.

36. If the Parties are unable to reach a resolution within 15 calendar 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 Western District of Texas. This 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 this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

37. In the event the United States files a civil action as contemplated by Paragraph 36 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, URT 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.

38. 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.

VII. TERMINATION OF LITIGATION HOLD

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

VIII. DURATION, EXECUTION, AND OTHER TERMS

40. This Agreement is effective on the date of the signature of the last signatory to the Agreement. The 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.

41. The duration of this Agreement shall be in effect for a period of five (5) years from its effective date.

42. Within fifteen (15) calendar days after URT provides proof to the United States of the deposit of funds as set forth in Paragraph 17 and the payment to the United States of the Civil Penalty as set forth in Paragraph 27, whichever occurs later, the Parties shall file a Joint Stipulation of Dismissal of the underlying claims in the Civil Action against URT pursuant to Rule 41(a)(1)(A)(2).

43. Any time limits for performance imposed by this Agreement may be extended by the mutual written agreement of the Parties.

44. Each Party shall be responsible for its own legal and other costs incurred in connection with this matter, including the preparation, negotiation and performance of this Agreement, except as set forth in Paragraph 37.

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

46. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

47. This Agreement, including Appendices A-D, 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.

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

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

50. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

51. 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.

52. 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 and to URT's issuance of public statements about this litigation and the subject matter hereof, subject to any applicable privacy laws.

53. 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.

54. 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.

55. 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 Western District of Texas, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Western District of Texas.

56. 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:

Dated: 06/30/2025

JUSTIN R. SIMMONS
United States Attorney
Western District of Texas

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

MICHAEL E. GATES
Deputy Assistant Attorney General
Civil Rights Division

SAMUEL SHAPIRO Digitally signed by SAMUEL
SHAPIRO
Date: 2025.06.30 11:27:16 -05'00'

SAMUEL M. SHAPIRO
Assistant United States Attorney
United States Attorney's Office
Western District of Texas
601 N.W. Loop 410, Ste 600
San Antonio TX, 78216
Tel: (210) 384-7392
Fax: (210) 384-7312
Email: samuel.shapiro@usdoj.gov

/s Patricia O'Beirne
CARRIE PAGNUCCO
Chief, Housing and Civil Enforcement Section
Civil Rights Division
ELIZABETH A. SINGER
Director, U.S. Attorneys' Fair Housing Program
PATRICIA O'BEIRNE
Trial Attorney
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, NW – 4CON
Washington, D.C. 20530
Tel: (202) 532-3866
Fax: (202) 514-1116
Email: patricia.o'beirne@usdoj.gov

For United Road Towing, Inc. d/b/a UR Vehicle Management Solutions:

Dated: June 30, 2025

Bryan A. Fratkin

BRYAN A. FRATKIN (admitted *pro hac vice*)

McGuireWoods LLP

Gateway Plaza

800 East Canal Street

Richmond, VA 23219

Tel: (804) 775-4352

Fax: (804) 775-1061

Email: bfratkin@mcguirewoods.com

JUSTIN R. OPITZ

McGuireWoods LLP

2601 Olive Street, Ste 2100

Dallas, TX 75201

Tel: (214) 932-6471

Email: jopitz@mcguirewoods.com

APPENDIX A

IMPORTANT NOTICE TO MILITARY PERSONNEL ABOUT YOUR RIGHTS 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 under 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:

- Prevents cities, their agents and contractors from selling or disposing of a servicemember’s vehicle or property without a court order during any period of active duty or for 90 days thereafter;
- Requires that a court review and approve any action by a city, its agent or its contractor to foreclose or enforce a lien on the property or effects of any protected servicemember;
- Allows the court to postpone the proceeding for a period of time as justice and equity require, or to adjust the obligation to the city, its agent or its contractor in light of the servicemember’s military service; and
- Requires that the court appoint an attorney to represent any servicemember who does not make an appearance in the case.

If you choose to sign the attached waiver, United Road Towing, Inc. d/b/a UR Vehicle Management Solutions (“URT”) may auction or dispose of your vehicle and property without having a court review and approve its actions. If you do not sign this waiver, URT will not be able to sell or dispose of your vehicle or property without having a court review and approve of its actions.

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

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). These include, but are not limited to, the right not to have a city or any contractor acting on behalf of a city sell or dispose of my vehicle or personal property without a court order.

By signing this waiver, I acknowledge and agree that:

- I have read and understood the attached **IMPORTANT NOTICE TO MILITARY PERSONNEL**.
- I am waiving my right to have a court review and approve the sale or disposal of my vehicle, a [YEAR] [MAKE] [MODEL] [VIN] (the "Vehicle") and its contents by United Road Towing, Inc. d/b/a UR Vehicle Management Solutions ("URT") in accordance with 50 U.S.C. § 3958.
- In exchange for waiving these SCRA rights, URT has agreed to waive its right to recover any deficiency balance, towing or storage charges or other fees relating to the towing or impoundment of the Vehicle.
- 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 a court review and approve the sale or disposal of the Vehicle and its contents. I authorize URT to auction or dispose of my Vehicle and its contents in accordance with applicable state law.

Dated: _____

By: _____
Signature

Print Name

APPENDIX B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20__, I was provided training regarding compliance with the Servicemembers Civil Relief Act (SCRA), a copy of the Settlement Agreement resolving the United States' allegations against United Road Towing, Inc. d/b/a UR Vehicle Management Solutions ("URT") in *United States v. City of El Paso, et al.*, Civil No. 3:23-cv-00044-LS (W.D. Tex.), and a copy of URT's SCRA 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.

Signature

Print name

Job title

APPENDIX C

NOTICE TO SERVICEMEMBERS REGARDING VEHICLES AUCTIONED OR SOLD IN VIOLATION OF THE SCRA

On _____, 2025, the United States and United Road Towing, Inc. d/b/a UR Vehicle Management Solutions (“URT”) entered into a Settlement Agreement resolving the United States’ allegations against URT in *United States v. City of El Paso, et al.*, Civil No. 3:23-cv-00044-LS (W.D. Tex.). The lawsuit alleged that the URT auctioned, sold, or otherwise disposed of motor vehicles owned by active-duty servicemembers without first obtaining a court order or valid waiver, in violation of Section 3958 of the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. § 3958. As a part of the Settlement Agreement, a Settlement Fund was established to compensate servicemembers harmed by the City’s conduct.

You have been identified as someone who may be eligible to participate in the settlement. You may be entitled to a monetary award from the Settlement Fund IF:

You were an active-duty servicemember whose vehicle was auctioned, sold, or otherwise disposed of by URT between May 20, 2019, and June 11, 2023:

- a. while you were in military service; or**
- b. within ninety (90) days after you left military service.**

If you believe you may qualify for compensation, or if you have information about someone else whom you believe may qualify, please contact the United States Department of Justice, no later than [DATE], at 833-591-0291 and select menu option [language selection], option 5 for Servicemembers Civil Relief Act (SCRA), and option 2 for City of El Paso. You may also send an email to talk.ElPaso@usdoj.gov.

Your telephone message or email must include your name, address, and, if possible, your email address and at least TWO telephone numbers where you may be reached.

APPENDIX D.

RELEASE OF CLAIMS

In consideration for the Parties' agreement to the terms of the Settlement Agreement resolving the United States' allegations against United Road Towing, Inc. d/b/a UR Vehicle Management Solutions ("URT") in *United States v. City of El Paso, et al.*, Civil No. 3:23-cv-00044-LS (W.D. Tex.), and 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 facts at issue in the litigation referenced above that pertain to alleged violations of Section 3958 of the Servicemembers Civil Relief Act that I may have against URT in this case. I do not release any other claims that I may have against URT under any other section of the Servicemembers Civil Relief Act or under any other law.

Executed this _____ day of _____, 20 .

Signature

Print name

Mailing Address: _____

Phone: _____

Email: _____