

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND  
RENTAL MARKETING SOLUTIONS, LLC**

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is made and entered into by and between the United States of America (the “United States”) and Rental Marketing Solutions, LLC (“RMS”). The United States and RMS are referred to herein as the “Parties.”

**II. RECITALS**

2. This Agreement resolves the United States’ allegations that RMS engaged in a violation of the Servicemembers Civil Relief Act (“SCRA”) that raises an issue of significant public importance, 50 U.S.C. § 4041(a)(2), by filing a false affidavit regarding military service and obtaining an unlawful default eviction judgment against A.H. on February 14, 2024, while he was on active duty in the Navy, in violation of the SCRA’s protections against default judgments, *id.* § 3931. The United States alleges that the violation occurred because RMS had no policies and procedures in place to: (1) verify whether any person RMS named as a defendant in an eviction action was a protected servicemember; and (2) file an affidavit prepared in accordance with § 3931(a) and (b), with “necessary facts to support the affidavit[.]” *id.* § 3931(b)(1)(A), such as a copy of a Defense Manpower Data Center (DMDC) report of military status.

3. The United States further alleges: A.H. was mistakenly included as a defendant in an eviction action for the property where his mother resided and where A.H. had not lived for almost four years. At the time of the default eviction judgment, A.H. was a Petty Officer 3rd Class on active duty at the Puget Sound Naval Shipyard in Bremerton and was assigned to the USS *Nimitz*. He first learned of the eviction when he moved out of his on-base housing in Bangor, Washington in August 2024 and started searching for an apartment to rent with his wife and they

were turned down by a dozen or more landlords because of the default judgment appearing on his credit or background check reports. As A.H. was getting ready to go underway, instead of renting and moving into a new apartment with his wife, he had to take leave and help his wife move back in with her parents in San Diego. For the next four months, as a direct result of the unlawful default judgment, A.H. was separated from his wife and was functionally homeless, switching back and forth among living on the berthed ship, which had no heat, couch-surfing, and camping. A.H. also paid for four flights between Bremerton and San Diego for his wife. In about December 2024, a property manager agreed to rent to A.H.'s wife and let A.H. live with her under an informal verbal agreement. Spending many months, approximately eight of which while serving on active duty in the Navy, trying to correct the invalid eviction judgment against him, being unable to obtain housing for months, and still being in a vulnerable position under a verbal month-to-month lease to this day have had tremendous negative impacts on A.H. and his mental health.

4. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the claims against RMS shall be resolved without legal proceedings or an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the United States and RMS agree to this Settlement 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 RMS relating to the United States' allegations that on February 14, 2024, RMS filed a false affidavit regarding military service and obtained an unlawful default eviction judgment against A.H., a protected servicemember, in the County Court of

Pinellas County, Florida, in violation of 50 U.S.C. § 3931. The Parties agree and acknowledge that this consideration is adequate and sufficient.

#### **IV. TERMS AND CONDITIONS**

The Parties agree and covenant as follows:

##### **A. Compliance with the SCRA and SCRA Policies and Procedures**

7. RMS and its subsidiaries, officers, directors, members, managers, employees, agents, and representatives, including its attorneys, contractors, and vendors, shall be required to comply fully with all relevant provisions of the SCRA, including requirements for the plaintiff in any default proceeding to file with the court an affidavit in accordance with 50 U.S.C. § 3931(a) and (b) and SCRA Policies and Procedures consistent with Paragraph 8.

8. The United States has already approved RMS' current SCRA Policies and Procedures for default proceedings and judgments. If, at any time during the term of this Agreement, RMS 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 RMS within thirty (30) 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 thirty (30) day period, the Parties shall meet and confer to resolve their differences and the specific changes to which the United States objects shall not be implemented until the objections are resolved. RMS' SCRA Policies and Procedures must continue to include the following provisions:

- a. Prior to referring a matter for litigation or initiating any civil action or proceeding, RMS' employees, agents, and attorneys shall determine whether each defendant

RMS intends to name in the action is an SCRA-protected servicemember<sup>1</sup> by: (1) reviewing any military service information (including orders, rental applications, employment information, and/or military identification, paystubs, or leave and earnings statements) that RMS has received from the defendant(s); (2) make reasonable efforts to ask each defendant RMS intends to name and their listed emergency contact(s) if any defendant is a servicemember; and (3) searching the DMDC website for evidence of SCRA eligibility by last name and Social Security Number. If RMS does not have a Social Security Number for a defendant in an action, RMS' employees, agents, and attorneys will determine whether the defendant is an SCRA-protected servicemember by searching the DMDC website by last name and date of birth. When searching the DMDC by Social Security Number or date of birth, if RMS is aware of any last name variants or aliases (e.g., maiden names, hyphenated or composite surnames, or variant spellings) utilized by any defendant, RMS' employees, agents, and attorneys shall run a separate DMDC search for each name variant or alias;

- b. If any defendant is an SCRA-protected servicemember, RMS' employees, agents, and attorneys conducting and/or involved in the litigation shall disclose the defendant's military status to the court in an affidavit that complies with 50 U.S.C. § 3931(b)(1) at the time of filing a complaint or initiating any civil action. The affidavit must be executed no more than three (3) calendar days prior to the date that the action is initiated. RMS' employees, agents, and attorneys shall attach a copy of a DMDC Status Report to the affidavit. The DMDC Status Report must

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<sup>1</sup> For purposes of this Settlement Agreement, the term "SCRA-protected servicemember" includes servicemembers in military service as defined in 50 U.S.C. § 3911.

have been run no more than three (3) calendar days prior to the date when the action is initiated.

- c. After a civil action or proceeding is initiated, RMS' employees, agents, and attorneys conducting and/or involved in the litigation shall conduct an additional review to determine the military status of each named defendant before seeking, requesting, or attempting to obtain a default judgment. At a minimum, the additional review shall consist of searching the DMDC website for evidence of SCRA eligibility by last name and Social Security Number or, if a Social Security Number is not available, date of birth and running a separate DMDC search for each known last name variant or alias;
- d. If any defendant is an SCRA-protected servicemember, RMS' employees, agents, and attorneys conducting and/or involved in the litigation shall disclose the defendant's military status to the court in an affidavit that complies with 50 U.S.C. § 3931(b)(1) before seeking, requesting, or attempting to obtain a default judgment. The affidavit must be executed no more than three (3) calendar days prior to the date that the request for default judgment is made. RMS' employees, agents, and attorneys shall attach a copy a DMDC Status Report to the affidavit. The DMDC Status Report must have been run no more than three (3) calendar days prior to the date when the request for default judgment is made in the matter.
- e. If RMS obtains a waiver, under 50 U.S.C. § 3918, 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 RMS initiates the waiver process, a notice of the servicemember's rights and copy of the proposed waiver must be provided to the servicemember at least thirty (30) calendar days in advance of any anticipated default judgment or other court action. To the extent that RMS exercises this right, RMS shall use the notice and waiver in the form attached as Appendix A.

**B. Training**

9. Within thirty (30) calendar days of the Effective Date, RMS shall develop and submit to the United States the curriculum, instructions, and any written materials included in the training to be given to all RMS employees and agents who are involved in: (a) landlord-tenant disputes, breach of lease, eviction, or collections activities; (b) initiating or conducting litigation, including preparing and signing affidavits; supervising, reviewing, assisting, or providing input on the work of in-house or outside attorneys; and/or referring matters for litigation; and/or (c) compliance with the SCRA ("Covered Employees and Agents"). RMS shall provide to each Covered Employee and Agent: (a) training on the terms of the SCRA specific to the employee's or agent's position and responsibilities; (b) training on the terms of RMS' SCRA Policies and Procedures (both those required pursuant to Paragraph 8 and all others adopted by RMS) specific to the employee's or agent's position and responsibilities; (c) training on the terms of this Settlement Agreement specific to the employee's or agent's position and responsibilities; and (d) the contact information for the Designated SCRA Employees described in Paragraph 12. RMS shall also follow these training procedures for each employee and agent who becomes a Covered Employee or Agent (through commencement of an employment or agency relationship with RMS

or a change in their duties) within thirty (30) calendar days of the employee or agent becoming a Covered Employee or Agent.

10. The United States will review RMS' SCRA training materials and shall have thirty (30) calendar days from receipt of the materials to raise any objections to the training materials, and, if the United States raises any, the Parties shall meet and confer to resolve their differences.

11. Within thirty (30) calendar days of non-objection by the United States to RMS' SCRA training materials, all Covered Employees and Agents must receive the training and execute a signed statement at Appendix B acknowledging that they have received such training and read and understood RMS' SCRA Policies and Procedures. Thereafter, all Covered Employees and Agents must receive the training at least once a year during the term of this Agreement. All employees and agents who become Covered Employees and Agents must receive the training and execute a signed statement at Appendix B acknowledging that they have received such training and read and understood RMS' SCRA Policies and Procedures within thirty (30) calendar days of becoming a Covered Employee or Agent as required by Paragraph 9. For the duration of this Agreement, copies of those signed statements shall be provided to the United States upon request. RMS shall also certify in writing to counsel for the United States on an annual basis during the term of this Agreement that all Covered Employees and Agents successfully completed the trainings required by Paragraphs 9 and 11. The Covered Employees and Agents may undergo the trainings required by Paragraphs 9 and 11 via live training, computer-based training, web-based training, or interactive digital media. If a training is conducted in any format other than live training, RMS will ensure that all Covered Employees and Agents have the opportunity to have their questions answered by a company contact that RMS identifies as having SCRA expertise

within two (2) business days of the training. RMS will pay any expenses associated with the trainings required by Paragraphs 9 and 11.

12. Within thirty (30) calendar days of the Effective Date, RMS shall designate at least two Covered Employees and Agents to be responsible for the intake of and response to servicemembers' inquiries regarding the SCRA ("Designated SCRA Employees"). RMS shall ensure that they have a designated telephone number and email address at which servicemembers may reach a Designated SCRA Employee who can address questions or concerns regarding the SCRA. Within fifteen (15) calendar days of the Effective Date, RMS shall provide to the United States the proposed placement, format, and content of a page to be included on websites that RMS controls or can request changes to, for all properties RMS is involved in managing, that (i) details eligibility for, and relief provided by, protections under the SCRA and (ii) provides the designated telephone number and email address to obtain SCRA relief or raise questions or concerns regarding such relief. The United States will review the proposed web page and shall have twenty (20) calendar days from receipt to raise any objections. If the United States raises any objections, the Parties shall meet and confer to resolve their differences. Within ten (10) calendar days of non-objection by the United States to the proposed web page, RMS shall include it on websites for all properties RMS is involved in managing.

**C. Compensation for Aggrieved Servicemember**

13. Within thirty (30) calendar days of the Effective Date and receipt of an executed Form W-9 from A.H., RMS shall pay SIXTY THOUSAND DOLLARS (\$60,000.00) in compensation to A.H. by delivering a certified check made payable to A.H. to counsel for the United States.

14. In order to receive compensation under Paragraph 13, A.H. and his wife must

execute a copy of the Release of Claims attached as Appendix C.

15. When counsel for the United States has received a certified check from RMS payable to A.H. and the signed Release of Claims from A.H. and his wife, counsel for the United States shall deliver the check to A.H. and the original, signed Release to RMS.

**D. Civil Penalty**

16. Within thirty (30) calendar days of the Effective Date, RMS shall pay a total of SIX THOUSAND DOLLARS (\$6,000.00) 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 counsel for the United States.

**E. Credit Repair and Other Relief**

17. Upon request by A.H. at any time during the term of this Agreement and within seven (7) calendar days of receiving a written request from A.H., RMS shall provide a supporting letter or documentation to A.H. or directly to housing providers, property management companies, tenant background check companies, credit bureaus, or any consumer reporting companies to facilitate the correction, clarification, or expungement of information related to the eviction action and default judgment identified in Paragraph 6.

18. Every six (6) months during the term of this Agreement, RMS shall provide the United States with an accounting of all requests received from A.H. and the actions taken by RMS in response to the requests under Paragraph 17.

19. For ten (10) years following the Effective Date, RMS shall pay for credit monitoring for A.H.

**F. Additional Reporting and Record-Keeping Requirements**

20. For the duration of this Agreement, RMS shall retain all records relating to its obligations set forth herein and all records relating to compliance activities as set forth herein. The United States shall have the right to review and request a copy of any such records, including electronic data, upon reasonable request at any time during the term of this Agreement.

21. Every six (6) months and upon request at any other time during the term of this Agreement, RMS shall provide the United States with a written report regarding any SCRA or military-related complaints received, whether the complaints are made in writing or orally, since the Effective Date for the first report and the most recent report for all subsequent reports. Whether regarding a written or oral SCRA complaint, the report shall include the full details of the complaint, including the complainant's name, address, telephone number, and email address and details of all actions RMS took to resolve the complaint and when. RMS shall provide the United States with all information the United States may request concerning any such complaint, written or oral, and RMS' response and shall provide the United States with a copy of all written complaints. If the United States raises any objections to RMS' actions in response to a complaint, the Parties shall meet and confer to consider appropriate steps to address the concerns raised by the United States.

**V. SCOPE OF SETTLEMENT AGREEMENT**

22. The provisions of this Agreement shall apply to RMS and its subsidiaries, predecessors, acquired companies, and successors; its officers, directors, members, managers, employees, brokers, agents, attorneys, representatives, successors-in-interest, transferees, heirs, insurers, and assigns; and all persons and entities in active concert or participation with any of those entities or persons.

23. In the event that RMS is acquired by or merges with another entity, RMS 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 releases all civil claims of any kind against RMS, its employees, managers, members, brokers, and agents related to A.H. and his wife for the violation of the SCRA as to A.H. identified in Paragraph 6 of this Agreement. This Agreement does not release any other claims that may be held or are currently under investigation by any federal or state agency or entity against RMS.

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

## **VI. IMPLEMENTATION AND ENFORCEMENT**

26. The United States may review compliance with this Agreement at any time. RMS agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice of not less than five (5) business days, RMS shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

27. 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. If the United States believes that there has been a failure by RMS, whether intentionally or not, to perform in a timely manner any act required by this Agreement or otherwise comply with any provision thereof, the United States will notify RMS in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. RMS shall have fifteen (15) calendar

days from the date the United States provides written notification of any breach of this Agreement to cure the breach.

28. If the Parties are unable to reach a resolution within fifteen (15) calendar days of the United States' written notice, 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, which 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 Court is appropriate and agree not to raise any challenges on this basis.

29. In the event the United States files a civil action as contemplated by Paragraph 28 to remedy breach of this Agreement, RMS 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.

30. 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**

31. 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**

32. This Agreement shall be in effect for a period of two (2) years from its Effective Date.

33. 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.

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

35. 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.

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

37. 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.

38. This Agreement, including Appendices 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.

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

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

41. 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.

42. This Agreement is a public document.

43. 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.

44. 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.

45. 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 is 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.

46. 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.

47. Any notice required by this Agreement shall be delivered by email and/or mail as follows:

If to RMS:

Cheryl D'Aloia  
4700 9th Avenue North  
St. Petersburg, FL 33713  
cdaloiarms11@gmail.com  
aaron@bedylaw.com

If to the United States:

Elizabeth A. Singer  
Director, U.S. Attorneys' Fair Housing Program  
Housing & Civil Enforcement Section  
Civil Rights Division  
U.S. Department of Justice  
(202) 598-5148  
Elizabeth.Singer@usdoj.gov  
Harin.C.Song2@usdoj.gov

U.S. Postal Service:

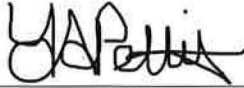
4 Constitution Square  
150 M Street, NE, Room 8.212  
Washington, DC 20530

Deliveries and Overnight Mail:

4 Constitution Square  
150 M Street, NE, Room 8.212  
Washington, DC 20002

*For the United States of America:*

GREGORY W. KEHOE  
United States Attorney  
Middle District of Florida



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Dated: 05/11/2026

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Assistant Attorney General  
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Harin.C.Song2@usdoj.gov

Dated: 05/13/2026

*For Rental Marketing Solutions, LLC:*



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Michael D'Aloia, Authorized Member



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1801 North Highland Avenue  
Tampa, FL 33602-2656  
Phone: (813) 224-9255  
lheim@bushross.com  
Counsel for Rental Marketing Solutions, LLC

Dated: 5/11/2026

## Appendix A

### **IMPORTANT NOTICE TO MILITARY SERVICEMEMBERS ABOUT YOUR 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 and your dependents under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901, *et seq.* (the “SCRA”). The SCRA provides military personnel and their dependents a wide range of legal and financial protections. Among other benefits and protections, the SCRA:

- Requires a housing provider in a legal proceeding in which you do not make an appearance to file with the court an affidavit: (a) stating whether or not you are in military service and showing necessary facts to support the affidavit or (b) stating that it is unable to determine whether or not you are in military service;
- Requires that the court appoint an attorney or *guardian ad litem* to represent you if you do not make an appearance in the legal proceeding;
- Prohibits the eviction of you or your dependents without a court order;
- Allows a court to adjust or postpone the enforcement of a lease if your ability to pay the agreed rent is materially affected by your military service; and
- Postpones court actions against you under certain circumstances. For example, the SCRA requires that the court postpone a civil action or proceeding in which you do not make an appearance for a minimum of 90 days if the court determines that you may have a defense to the action that cannot be presented without your presence.

If you choose to sign the attached waiver and do not make an appearance in the legal proceeding, 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 and do not make an appearance in the legal proceeding, the court may appoint an attorney or *guardian ad litem* to represent your interests.

This waiver applies only to your SCRA rights related to default proceedings and judgments; you are not waiving any other SCRA protections that you may have.

**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 RMS.**

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 <https://legalassistance.law.af.mil>.
- **MILITARY ONESOURCE:** "Military OneSource" is the U.S. Department of Defense's information resource. Go to <https://www.militaryonesource.mil>.

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

Please read the attached **IMPORTANT NOTICE TO MILITARY SERVICEMEMBERS ABOUT YOUR RIGHTS AND PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT** before executing this waiver.

I, \_\_\_\_\_, am/was 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, legal rights relating to the Civil Action [CASE NUMBER] filed in [COURT] on \_\_\_\_\_ (the “Civil Action”), including protections relating to default judgments with respect to the 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 TO MILITARY SERVICEMEMBERS ABOUT YOUR RIGHTS AND PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**.
- I am waiving my right to have an attorney or *guardian ad litem* appointed to represent me in the Civil Action in accordance with 50 U.S.C. § 3931.
- In exchange for waiving this SCRA right with respect to the Civil Action, RMS 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 Rental Marketing Solutions, LLC:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

**Appendix B**

**EMPLOYEE OR AGENT ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_, I was provided training regarding compliance with the Servicemembers Civil Relief Act (“SCRA”), Rental Marketing Solutions, LLC’s (“RMS”) SCRA Policies and Procedures, and the Settlement Agreement resolving the United States’ allegations against RMS (“Settlement Agreement”). I was provided copies of RMS’ SCRA Policies and Procedures and the Settlement Agreement, and I have read and understand these documents as they apply to my duties. I 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]

**Appendix C**

**RELEASE OF CLAIMS**

In consideration of the agreement by the United States of America (the “United States”) and Rental Marketing Solutions, LLC (“RMS”) to the terms of the Settlement Agreement, of which this Release of Claims is a part, resolving the United States’ allegations that Rental Marketing Solutions, LLC (“RMS”) violated the Servicemembers Civil Relief Act (“SCRA”) and of RMS’ payment to us of \$60,000.00, we, \_\_\_\_\_ and \_\_\_\_\_, hereby release and forever discharge all civil or administrative claims and causes of action of any kind, known or unknown, accrued or unaccrued, arising prior to the date of this Release, related to the facts set forth in the Settlement Agreement and the alleged violation of the SCRA described in Paragraphs 2, 3 and 6 of the Settlement Agreement, that we may have against RMS and its subsidiaries, predecessors, acquired companies, successors, officers, directors, members, managers, employees, brokers, agents, attorneys, representatives, successors-in-interest, transferees, heirs, insurers, and assigns (“the RMS Releasees”).

We agree that we have been provided with a copy of the Settlement Agreement and this Release of Claims is executed and delivered for adequate consideration and value, and is valid, binding and enforceable in accordance with its terms.

Executed this \_\_\_\_\_ day of May, 2026.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MAILING ADDRESS WHERE CHECK SHOULD BE SENT:

\_\_\_\_\_  
\_\_\_\_\_