

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND S & K TOWING, INC.**

I. INTRODUCTION

1. On March 25, 2026, the United States of America filed a complaint to enforce the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. §§ 3901-4043. 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 S & K Towing, Inc. (“S & K Towing”). The United States and S & K Towing are referred to herein as the “Parties.”

II. RECITALS

2. This Agreement resolves the United States’ allegations that S & K Towing engaged in violations of the SCRA, by illegally selling, auctioning, or otherwise disposing of as many as 148 vehicles owned by SCRA-protected servicemembers without court orders.

3. From August 28, 2020, through at least April 15, 2025, pursuant to a contract with Marine Corps Base-Camp Pendleton (“Camp Pendleton”), S & K Towing towed vehicles from Camp Pendleton.

4. The United States alleges that S & K Towing had no SCRA policies or training materials and failed to take the steps to verify owners’ military statuses before enforcing its liens by selling or disposing of towed vehicles.

5. The United States further alleges that S & K Towing failed to obtain court orders before foreclosing and/or enforcing its liens against servicemembers’ vehicles.

6. The United States alleges that by enforcing its liens against vehicles owned by SCRA-protected servicemembers without obtaining court orders, S & K Towing has engaged in

a pattern or practice of violating Section 3958(a) of the SCRA and these violations raise issues of significant public importance.

7. The United States alleges that SCRA-protected servicemembers have suffered damages because of S & K Towing's conduct and that S & K Towing's conduct was intentional, willful, and taken in disregard for the rights of SCRA-protected servicemembers.

8. S & K Towing neither admits nor denies the United States' allegations.

9. S & K Towing has provided sworn financial disclosures and supporting documents (together, "Financial Disclosures") to the United States, and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. S & K Towing warrants that the Financial Disclosures are complete, accurate, and current as of the effective date of this Agreement. If the United States learns of asset(s) in which S & K Towing had an interest of any kind as of the effective date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy S & K Towing's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by S & K Towing on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$25,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct or (b) require that S & K Towing deposit the entire net value of any undisclosed and/or undervalued assets into the Settlement Fund. In the event that the United States rescinds this Agreement pursuant to this Paragraph, S & K Towing waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claims that are filed by the United States and relate to

the Covered Conduct, except to the extent these defenses were available on the effective date of this Agreement.

10. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expenses of protracted litigation, the United States' claims against S & K Towing should be resolved without legal proceedings. As indicated by the signatures appearing below, the Parties agree to the terms of this Agreement.

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

III. STATEMENT OF CONSIDERATION

12. In consideration of, and consistent with, the terms of this Agreement, the United States will dismiss, as set forth in Paragraph 22, its complaint alleging that S & K Towing foreclosed or enforced liens against motor vehicles and other personal property owned by SCRA-protected servicemembers without a court order in violation of 50 U.S.C. § 3958(a) from August 28, 2020 through the effective date of this Agreement (the "Covered Conduct"). 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

13. In accordance with Section 3958 of the SCRA, except under the circumstances described below, S & K Towing, 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 or auction,

sell, or otherwise dispose of vehicles owned by SCRA-protected servicemembers¹, without a court order, during any period of military service or within ninety (90) days thereafter.

14. S & K Towing represents that it is in the process of shutting down operations and that, after disposing of any vehicles remaining in its possession, it will no longer be in the business of towing or storing vehicles. If, during the term of this Agreement, S & K Towing has auctioned or disposed of all vehicles, ceased operations, and is no longer in the business of towing or storing vehicles, it shall certify in writing to the United States, under penalty of perjury, that it has exited the line of business. After providing this certification to the United States, S & K Towing shall be relieved of the obligations set forth in Paragraphs 15 through 21 of this Agreement. If, during the term of this Agreement, S & K Towing engages in or reenters the business of towing or storing vehicles, it shall comply with Paragraphs 15 through 21 of this Agreement.

B. SCRA Policies and Procedures

15. Within sixty (60) days after the effective date of this Agreement, S & K Towing shall send to the United States proposed SCRA policies and procedures for selling and otherwise disposing of vehicles in compliance with Section 3958 of the SCRA. These policies and procedures must include the following:

- a. To determine whether the registered owner of the vehicle is an SCRA-protected servicemember, S & K Towing shall: (1) review any information it has

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).

received from the owner(s), from law enforcement or governmental entities, or from a third party for evidence of military service (e.g., statements about military service or affiliation, 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, S & K Towing shall use the owner's name and address 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 S & K Towing is aware of any last name variants or aliases (e.g., maiden names, hyphenated or composite surnames, or variant spellings) used by the owner, S & K Towing shall run a separate DMDC search for each name variant or alias.

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

- c. If S & K Towing pursues a storage lien action in court and the SCRA-protected owner fails to answer the action, before seeking a default judgment, S & K Towing 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, S & K Towing shall search the DMDC database and review information in its possession, custody, or control to determine if any registered owner 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 filed in the matter and a copy of the DMDC Status Report must be attached to the affidavit of military service. If S & K Towing learns that a registered owner is SCRA-protected, S & K Towing shall file an affidavit stating that “the defendant is in military service.”
- d. If S & K Towing initiates and pursues a waiver under a written agreement as provided in 50 U.S.C. § 3918, S & K Towing must initiate the waiver process with the servicemember at least thirty (30) 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 S & K Towing exercises this right, S & K Towing shall use a notice in the form attached as Appendix A.

16. The United States shall respond to the proposed SCRA policies and procedures described in Paragraph 15 within thirty (30) 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. S & K Towing shall begin the process of implementing the SCRA policies and procedures within ten (10) days of non-objection by the United States.

17. If, at any time during the term of this Agreement, S & K Towing 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 S & K Towing within forty-five (45) 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

18. During the term of this Agreement, S & K Towing shall provide annual SCRA compliance training to all employees involved with the storage, sale, auction, or disposal of motor vehicles (“covered employees”). SCRA compliance training shall include: (a) training on S & K Towing’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 S & K Towing’s SCRA Policies and Procedures applicable to their duties. S & K Towing shall also provide SCRA compliance training to any new covered employee within thirty (30) days of their hiring. Any expenses associated with the trainings required by this Paragraph shall be paid by S & K Towing.

19. Within thirty (30) days of non-objection by the United States to S & K Towing’s SCRA Policies and Procedures pursuant to Paragraphs 16-17, S & K Towing shall provide to the United States the curriculum, instructions, and any written material included in the training required by Paragraph 18. The United States shall have thirty (30) 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.

20. The covered employees may undergo the trainings required by Paragraph 18 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, S & K Towing shall ensure that covered employees have the opportunity to have their questions answered.

21. S & K Towing shall secure a signed statement in the form attached as Appendix B from all employees at the trainings required by Paragraph 18 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. S & K Towing shall certify in writing to counsel for the United States that the covered employees successfully completed the trainings required by Paragraph 18. Copies of the signed statements shall be provided to the United States upon request.

D. Compensation for Aggrieved Servicemembers

22. Within sixty (60) days after the effective date of this Agreement, S & K Towing shall deposit \$160,000 into an interest-bearing escrow account (“Settlement Fund”) to compensate servicemembers whom the United States has determined may have been harmed by S & K Towing’s violations of the SCRA (“potentially aggrieved servicemembers”). S & K Towing 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. Thereafter, the Parties shall notify the Court that the funds have been deposited, and the Parties shall file a Stipulation of Dismissal of the above-styled action.

23. The Settlement Fund represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to S & K Towing’s financial condition as reflected in the Financial Disclosures referenced in Paragraph 9.

24. Within sixty (60) days after the effective date of this Agreement, S & K Towing shall submit proof to the United States that the Settlement Fund has been established and that all funds have been deposited.

25. Within thirty (30) days of the effective date of this Agreement, S & K Towing shall provide to the United States an electronically searchable list of all vehicles it has auctioned, sold, or otherwise disposed of between April 15, 2025 and the effective date of this Agreement without obtaining a court order authorizing the sale. The list shall be in Microsoft Excel format and shall contain the following information: (1) the ticket number; (2) year, make and model; (3) the Vehicle Identification Number (VIN); (4) the name and address of all registered owners; (4) the disposition of the vehicle (e.g. sold, auctioned, junked); (5) the date that the vehicle was auctioned, sold, or otherwise disposed of; and (5) the auction, sale, or salvage proceeds.

26. Within one hundred and eighty (180) days after the effective date of this Agreement, the United States shall provide S & K Towing with a final list of aggrieved servicemembers and the amounts to be paid to them from the Settlement Fund. The deadline to provide a final list of aggrieved servicemembers may be extended if the United States determines that an extension is necessary and in the interest of justice.

27. Within ten (10) days of receiving the final list of aggrieved servicemembers, S & K Towing 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 26. 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 C. Counsel for the United States shall deliver a copy of the signed Release of Claims Form to counsel for S & K Towing.

28. 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 S & K Towing.

29. 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 request a reissuance of the check addressed to the aggrieved servicemember. S & K Towing will have fourteen (14) days from the date of the request to issue a replacement check to counsel for the United States. Any fees associated with the reissuance of any check shall be borne by S & K Towing.

30. In no event shall the aggregate of all such checks paid under Paragraph 27 exceed the amount of the Settlement Fund.

31. 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.

32. S & K Towing 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. S & K Towing shall not refuse to make a payment based on a release of legal claims, waiver, or settlement agreement previously signed by any such recipient.

33. No individual may obtain review by the Parties of the identifications made or payments disbursed (including the amounts thereof) pursuant to Paragraphs 22-32.

E. Additional Reporting and Recordkeeping Requirements

34. For the duration of this Agreement, S & K Towing 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

35. If, during the term of this Agreement, S & K Towing engages in or reenters the business of towing and storing vehicles, the company shall notify counsel for the United States in writing every six (6) months of the receipt of any SCRA or military-related complaint. S & K Towing 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 S & K Towing took to resolve the complaint. S & K Towing 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) days of the terms of any resolution of such complaint. If the United States raises any objections to S & K Towing'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

36. The provisions of this Agreement shall apply to S & K Towing 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.

37. In the event that S & K Towing is acquired by or merges with another entity, S & K Towing 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.

38. This Agreement releases only the claims for violations of Section 3958 of the SCRA 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 S & K Towing or any of its affiliated entities.

39. Nothing in this Agreement will excuse S & K Towing's compliance with any currently or subsequently effective provision of law that imposes additional obligations on it.

VI. IMPLEMENTATION AND ENFORCEMENT

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

41. 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 S & K Towing 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 S & K Towing in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. S & K Towing shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

42. If the Parties are unable to reach a resolution within fifteen (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 Central District of California. 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.

43. In the event the United States files a civil action as contemplated by Paragraph 42 to remedy breach of this Agreement, S & K Towing 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.

44. 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

45. 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

46. 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 an acceptable, binding signature for purposes of this Agreement.

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

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

49. 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.

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

51. 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.

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

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

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

55. 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.

56. 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.

57. 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.

58. 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.

59. 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 Central District of California, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Central District of California.

60. This Agreement may be modified only with the written consent of the Parties.

Any modifications must be in writing and signed by the Parties through their authorized representatives.

For the United States of America:

Dated: July 14, 2026

TODD BLANCHE
Acting Attorney General

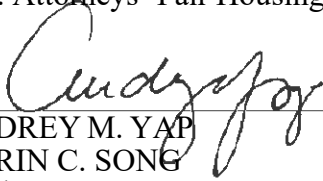
BILAL A. ESSAYLI
First Assistant United States Attorney

/s/ Katherine M. Hikida
KATHERINE M. HIKIDA
Assistant United States Attorney
United States Attorney's Office for the Central
District of California
Federal Building, Suite 7516
300 North Los Angeles Street
Los Angeles, California 90012

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section

ELIZABETH A. SINGER
Director
U.S. Attorneys' Fair Housing Program


AUDREY M. YAP
HARIN C. SONG
Trial Attorneys
Housing and Civil Enforcement Section
4 Constitution Square
150 M Street, NE
Washington, D.C. 20002

For S & K Towing, Inc.:

Dated: _____, 2026

THOMAS BORCHARD, ESQ.
BROWN WHITE &
OSBORN LLP
25909 Pala, Suite 300
Mission Viejo, CA 92691

60. This Agreement may be modified only with the written consent of the Parties.
Any modifications must be in writing and signed by the Parties through their authorized representatives.

For the United States of America:

Dated: _____, 2026

TODD BLANCHE
Acting Attorney General

BILAL A. ESSAYLI
First Assistant United States Attorney

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief
Housing and Civil Enforcement Section

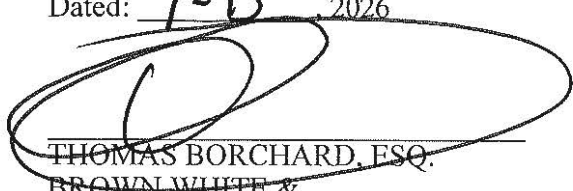
KATHERINE M. HIKIDA
Assistant United States Attorney
United States Attorney's Office for the Central
District of California
Federal Building, Suite 7516
300 North Los Angeles Street
Los Angeles, California 90012

ELIZABETH A. SINGER
Director
U.S. Attorneys' Fair Housing Program

AUDREY M. YAP
HARIN C. SONG
Trial Attorneys
Housing and Civil Enforcement Section
4 Constitution Square
150 M Street, NE
Washington, D.C. 20002

For S & K Towing, Inc.:

Dated: 7-13, 2026



THOMAS BORCHARD, ESQ.
BROWN WHITE &
OSBORN LLP
25909 Pala, Suite 300
Mission Viejo, CA 92691

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 towing companies 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 towing company 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 towing company 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, S & K Towing, Inc. (“S & K Towing”) 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, S & K Towing 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 S & K Towing.

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.mil>.

**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 towing company 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 S & K Towing, Inc. ("S & K Towing") in accordance with 50 U.S.C. § 3958.
- In exchange for waiving these SCRA rights, S & K Towing 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 S & K Towing 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 S & K Towing, Inc. ("S & K Towing"), and a copy of S & K Towing'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

RELEASE OF CLAIMS

In consideration of the Parties' agreement to the terms of the Settlement Agreement resolving the United States' allegations against S & K Towing, Inc. ("S & K Towing") 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 matter referenced above that pertain to alleged violations of Section 3958 of the Servicemembers Civil Relief Act that I may have against S & K Towing in this case. I do not release any other claims that I may have against S & K Towing 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: _____