SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND VEHICLE MANAGEMENT SOLUTIONS, INC.

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 Vehicle Management Solutions, Inc. ("VMS"). The United States and VMS are referred to herein as the "Parties."

II. RECITALS

2. This Agreement resolves the United States' allegations that VMS engaged in violations of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. §§ 3901-4043, by illegally selling, auctioning or otherwise disposing of approximately 93 vehicles owned by SCRA-protected servicemembers without court orders.

3. VMS is a towing company incorporated in the State of Texas with a principal place of business at 1431 North Comal Street, San Antonio, Texas 78207. VMS provides towing and roadside assistance services in and around San Antonio, Texas.

4. The United States alleges that, during all relevant times, VMS had no SCRA policies or training materials and took no steps to verify owners' military status before enforcing its liens by selling or disposing of towed vehicles.

5. The United States alleges that by enforcing its liens against vehicles owned by SCRA-protected servicemembers without obtaining court orders, VMS has engaged in a pattern or practice of violating Section 3958(a) of the SCRA and these violations raise issues of significant public importance.

6. The Parties agree that, to avoid the delay, uncertainty, inconvenience,

and expenses of protracted litigation, the United States' claims against VMS should be resolved without legal proceedings. As indicated by the signatures appearing below, the Parties agree to the terms of this Agreement.

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

III. STATEMENT OF CONSIDERATION

8. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against VMS relating to the United States' allegation that from August 13, 2020, to June 12, 2025, VMS 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). 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

9. In accordance with Section 3958 of the SCRA, except under the circumstances described below, VMS, 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 servicemembers[1], without a court order, during any period of military service or within ninety (90) days thereafter.

[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

B. SCRA Policies and Procedures

10. Within thirty (30) days after the effective date of this Agreement, VMS 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 a registered owner or co-owner is an SCRA-protected servicemember, VMS shall: (1) review any information it has received from the owner, law enforcement, governmental entity, or 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 U.S. Department of War's[2] 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 the owner's social security number or date of birth is not readily available, VMS 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 VMS is aware of any last name variants or aliases (e.g., maiden names, hyphenated or composite surnames, or

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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).

[2] The Department of Defense is referred to herein as the Department of War. *See* Exec. Order No. 14347, 90 Fed. Reg. 43893 (Sept. 5, 2025).

variant spellings) used by the owner, VMS shall run a separate DMDC search for each name variant or alias.

b. If VMS determines that an owner is a servicemember in military service or has left a period of military service within the past ninety (90) days, VMS (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 waiver of SCRA rights under written agreement signed by the servicemember or court order allowing it to do so.

c. If VMS pursues a storage lien action in court and the SCRA-protected owner fails to answer the action, before seeking a default judgment, VMS 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, VMS shall search the DMDC database and review information in its possession, custody, or control to determine if the registered owner or co-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 and a copy of the DMDC Status Report must be attached to the affidavit of military service. If VMS learns that a registered owner or co-owner is SCRA-protected, VMS shall file an affidavit stating that "the defendant is in military service."

d. If VMS wishes to obtain a waiver under a written agreement as provided in 50 U.S.C. § 3918, VMS shall use a notice in the form attached as Appendix A.

11. The United States shall respond to the proposed SCRA policies and procedures described in Paragraph 10 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. VMS shall begin the process of implementing the SCRA policies and procedures within ten (10) days of non-objection by the United States.

12. If, at any time during the term of this Agreement, VMS 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 VMS within thirty (30) 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 specific changes to which the United States objects shall not be implemented until the Parties meet and confer to resolve their differences.

C. Training

13. During the term of this Agreement, VMS shall provide annual SCRA compliance training to all employees involved with the storage, sale, auction, or disposal of motor vehicles. SCRA compliance training shall include: (a) training on VMS'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 VMS's SCRA Policies and Procedures applicable to their duties. VMS 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 VMS.

14. Within thirty (30) days of the United States' approval of VMS's SCRA policies and procedures pursuant to Paragraphs 10-11, VMS shall provide to the United States the curriculum, instructions, and any written material included in the training required by Paragraph 13. 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.

15. The covered employees may undergo the trainings required by Paragraph 13 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, VMS shall ensure that covered employees have the opportunity to have their questions answered.

16. VMS shall secure a signed statement in the form attached as Appendix B from all employees at the trainings required by Paragraph 13 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. VMS shall certify in writing to counsel for the United States that the covered employees successfully completed the trainings required by Paragraph 13. Copies of the signed statements shall be provided to the United States upon request.

D. Compensation for Aggrieved Servicemembers

17. Within ten (10) days after the effective date of this Agreement, VMS shall pay a total sum of TWENTY THOUSAND DOLLARS ($20,000) to Sergeant Jeremy Cortez by delivering to counsel for the United States a check payable to Jeremy Cortez. The United States shall not deliver payment pursuant to this section before Sergeant Cortez has executed and provided to counsel for the United States a written release of all claims, legal or equitable, that he may have against VMS relating to the claims that it violated Sergeant Cortez's rights under Section 3958 of the SCRA. Such release shall take the form of the Release of Claims attached as Appendix D. Counsel for the United States shall deliver a duplicate of the original signed release form to counsel for VMS.

18. Within ten (10) days after the effective date of this Agreement, VMS shall deposit $200,000 into an interest-bearing escrow account ("Settlement Fund") to compensate additional servicemembers whom the United States has determined may have been harmed by VMS's violations of the SCRA ("potentially aggrieved servicemembers"). VMS 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.

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

20. The United States has produced records to VMS identifying the potentially aggrieved servicemembers whose vehicles VMS auctioned, sold, or otherwise disposed of between August 2020 and June 2025. Within thirty (30) days after the effective date of this Agreement, VMS 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 potentially aggrieved servicemembers at their last known address. VMS shall be required to skip trace each potentially aggrieved servicemember to obtain their most recent mailing address 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.

21. Within two hundred and forty (240) days after the effective date of this Agreement, the United States shall provide VMS 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.

22. Within ten (10) days of receiving the final list of aggrieved servicemembers, VMS 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 21. 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 VMS.

23. 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 VMS.

24. 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. VMS will have fourteen (14) days from the date of the request to reissue to issue a replacement check to counsel for the United States. Any fees associated with the reissuance of any check shall be borne by VMS.

25. In no event shall the aggregate of all such checks paid under Paragraph 22 exceed the amount of the Settlement Fund.

26. 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.

27. VMS 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. VMS shall not refuse to make a payment based on a release of legal claims, waiver, or settlement agreement previously signed by any such recipient.

28. No individual may obtain review by the Parties of the identifications made or payments disbursed (including the amounts thereof) pursuant to Paragraphs 17-24.

E. <u>Civil Penalty</u>

29. Within ten (10) days after the effective date of this Agreement, VMS shall pay $60,000 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. <u>Additional Reporting and Recordkeeping Requirements</u>

30. For the duration of this Agreement, VMS 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.

31. During the term of this Agreement, VMS shall notify counsel for the United States in writing every six (6) months of receipt of any SCRA or military-related complaint. VMS 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 VMS took to resolve the complaint.

VMS 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 VMS'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

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

33. In the event that VMS is acquired by or merges with another entity, VMS 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.

34. 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 VMS or any of its affiliated entities.

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

VI. IMPLEMENTATION AND ENFORCEMENT

36. The United States may review compliance with this Agreement at any time. VMS agrees to cooperate with the United States in any review of compliance with this Agreement.

Upon reasonable notice, VMS shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

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

38. 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 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.

39. In the event the United States files a civil action as contemplated by Paragraph 38 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, VMS 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.

40. 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

41. 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

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

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

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

45. 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 39.

46. 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.

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 other party's disclosure of this Agreement and information about this Agreement, to the public and to the

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 is 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 of America

Dated: May 28, 2026

JUSTIN R. SIMMONS
United States Attorney

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

Gerald R. Krimbill Digitally signed by GERALD KRIMBILL
Date: 2026.05.28 09:01:59 -05'00'

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Housing and Civil Enforcement Section
4 Constitutional Square
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Washington, D.C. 20530

For Vehicle Management Solutions, Inc.

Dated: May 27, 2026

Scott Stiles

SCOTT STILES, ESQ.
Stiles Law PLLC
810 Brooklyn Drive
San Antonio, TX 78215

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, Vehicle Management Solutions, Inc. ("VMS") 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, VMS 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 VMS.

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 War'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 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 Vehicle Management Solutions, Inc. ("VMS") in accordance with 50 U.S.C. § 3958.

- In exchange for waiving these SCRA rights, VMS 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 VMS to auction or dispose of my Vehicle and its contents in accordance with applicable state law.

Dated: ___________________________ By: ________________________________

Signature

____

Print Name

<u>APPENDIX B</u>

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 Vehicle Management Solutions, Inc. ("VMS"), and a copy of VMS'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 SERVICEMEMBERS CIVIL RELIEF ACT

On ______________, 2026, the United States and Vehicle Management Solutions, Inc. (“VMS”) entered into a Settlement Agreement resolving the United States’ allegations that VMS 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, VMS has set up a Settlement Fund to compensate servicemembers harmed by its 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:

Your vehicle was auctioned, sold, or otherwise disposed of by VMS between August 1, 2020 and June 12, 2025:

a. while you were in military service;
b. after you had received orders to report for military service; or
c. 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 [TOLL-FREE NUMBER] and [INSERT MENU INSTRUCTIONS]. You may also send an email to [EMAIL ADDRESS].

Your telephone message or email should 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 Vehicle Management Solutions, Inc. ("VMS") 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 VMS in this case. I do not release any other claims that I may have against VMS 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: _________________________________