

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND CITIFINANCIAL
CREDIT COMPANY, AS SUCCESSOR IN INTEREST TO CITIFINANCIAL
AUTO CORPORATION**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered between Plaintiff, the United States of America (“the United States”), through the Department of Justice, and Defendant CitiFinancial Credit Company, as successor in interest to CitiFinancial Auto Corporation (“Defendant”), through their authorized representatives. The United States and the Defendant are referred to herein as the “Parties.”
2. This Agreement resolves the claims and causes of action asserted in the United States’ lawsuit, *United States v. CitiFinancial Credit Company*, Civil No. 3:17-cv-02513-B, filed in the United States District Court for the Northern District of Texas against the Defendant on September 18, 2017, which alleges that the Defendant violated the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. §§ 3901-4043, by repossessing motor vehicles from “SCRA-protected servicemembers”¹ without court orders from at least 2007 through when it

¹ For purposes of this Settlement Agreement, the term “SCRA-protected servicemember” includes servicemembers as defined in 50 U.S.C. § 3911(1) and (2) who made a deposit or at least one installment payment before entering military service. *See* 50 U.S.C. § 3952(a). The SCRA grants additional periods of protection for reservists ordered to report for military service and persons ordered to report for induction. 50 U.S.C. § 3917. Therefore, for purposes of this Settlement Agreement, these “early alert” periods shall be included in the periods of protection for servicemembers at the time of repossession. However, since such periods are not included in the definition of “military service” in 50 U.S.C. § 3911, they are not considered military service at the time of payment of a deposit on the motor vehicle or installment on the loan.

completed the sale of its automobile lending and servicing business in 2010 to Santander Consumer USA, Inc. (hereinafter “Civil Action”).

II. RECITALS

3. The Defendant is a Delaware corporation with its headquarters located at 6400 Las Colinas Boulevard in Irving, Texas, in the Northern District of Texas.
4. This Agreement covers all loans or deficiency balances originated, acquired, and/or serviced by the Defendant or any of its subsidiaries, predecessors, acquired companies, or successor entities. For purposes of this Agreement, loans are defined to include retail installment sales contracts.
5. The Defendant has cooperated fully with the United States’ investigation in this matter. The Defendant specifically denies any and all liability or wrongdoing. No Party shall use this Agreement in any action taken pursuant hereto as an admission or waiver by any other Party of any position, claim, or defense in any other dispute.
6. The Parties agree, and the United States believes that it is in the public’s best interest, that the Civil Action should be resolved amicably and without further litigation.
7. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the United States’ claims, and in consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to following material terms and conditions:

III. STATEMENT OF CONSIDERATION

8. In consideration of, and consistent with, the terms of this Agreement, the Parties will file and consent to a motion to dismiss the lawsuit entitled *United States v. CitiFinancial Credit Company*, Civil No. 3:17-cv-02513-B, filed in the United States District Court for the Northern District of Texas, as set forth in Paragraph 42. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

A. PROHIBITED CONDUCT AND AFFIRMATIVE OBLIGATION

9. The Defendant represents that it no longer originates or services automobile loans. In the event that the Defendant reenters the business of originating or servicing automobile loans, it shall notify the United States at the earlier of sixty (60) days before it intends to reenter this line of business or the time that it notifies its federal regulators of its intention to reenter this line of business. Prior to implementing such reentry, the Defendant shall also implement policies, procedures, and training designed to prevent and detect potential SCRA violations in its servicing of automobile loans, including 1) repossessing motor vehicles owned by SCRA-protected servicemembers without a court order during the

servicemember's military service² or during an early alert period,³ provided the servicemember paid a deposit on the motor vehicle or installment on the loan while not in military service and 2) processing interest rate relief requests from SCRA-protected servicemembers. The Defendant shall provide counsel for the United States⁴ the details of the policies, procedures, and training forty-five (45) days prior to implementation of such reentry. The United States shall have thirty (30) days to review and agree or object to the proposed policies, procedures, and training.

B. COMPENSATION

10. The Defendant will deposit in an interest-bearing escrow account the sum of \$907,000.00 to fund the compensation payments required by Paragraphs 13 and 14. Title to this account will be in the name of "CitiFinancial Credit Company for the benefit of aggrieved persons pursuant to the Settlement Agreement in Civil Action No. 3:17-cv-02513-B." The Defendant will provide written verification of the deposit to the United States within fifteen (15) calendar days of the effective

² For purposes of this Agreement, the term "military service" is defined by 50 U.S.C. § 3911(2).

³ For the purposes of this Agreement, the term "early alert period" is defined as the period beginning on the date that a member of a reserve component receives an order to report military service 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).

⁴ All materials required by this Agreement to be sent to counsel for the United States shall be sent by commercial overnight delivery addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 1800 G Street, N.W., 7th Floor, Washington, DC 20006, Attn: DJ 216-73-7. Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of the undersigned counsel for the United States.

date of this Agreement. Any interest that accrues will become part of the Settlement Fund and will be used and disposed of as set forth herein. Any taxes, costs, or other fees related to the escrow account shall be paid by the Defendant. Except as otherwise provided in this Agreement, the foregoing amount shall satisfy the Defendant's obligation to fund the settlement.

11. The United States has determined that the Defendant conducted 164 motor vehicle repossessions between 2007 and when the Defendant completed the sale of its automobile lending and servicing business in 2010 to Santander Consumer USA, Inc. that were not in compliance with the SCRA. The United States has previously provided the list of these repossessions to the Defendant.
12. For 163 of the repossessions identified pursuant to Paragraph 11, the United States has obtained partial compensation of \$5,000 for each servicemember through the settlement of *United States v. Santander Consumer USA Inc.*, No. 3:15-cv-000633-B (N.D. Tex.). The United States has previously provided the list of these repossessions to the Defendant.
13. For each repossession identified pursuant to Paragraph 12, the Defendant shall provide the following compensation:
 - a. an amount of \$5,000; and
 - b. an additional amount of \$500, which the United States considers to be a fair estimate of the lost equity in the repossessed automobile and interest accrued subsequent to the repossession.

14. For the remaining repossession identified pursuant to Paragraph 11 and not identified pursuant to Paragraph 12, Defendant shall provide the following compensation:
 - a. an amount of \$10,000; and
 - b. an additional amount of \$500, which the United States considers to be a fair estimate of the lost equity in the repossessed automobile and interest accrued subsequent to the repossession.
15. The amounts described in Paragraphs 13(a) and 14(a) shall be paid entirely to the servicemember-borrower on the note securing the motor vehicle who signs the Declaration at Appendix A and the Release at Appendix B. The amounts described in Paragraph 13(b) and Paragraph 14(b) shall be distributed equally among all borrowers (including non-servicemember co-borrowers) who sign the Release at Appendix B.
16. Within sixty (60) calendar days of the effective date of this Agreement, the Defendant shall enter into a contract retaining an Independent Settlement Administrator (“Administrator”) to conduct the activities set forth in Paragraphs 16-21. The selection of the Administrator and the terms of the Administrator’s contract related to the Administrator’s duties pursuant to this Agreement shall be subject to the non-objection of the United States. The Defendant shall bear all costs and expenses of the Administrator. The Defendant’s contract with the Administrator shall require the Administrator to comply with the provisions of this

Agreement as applicable to the Administrator. The Administrator's contract shall require the Administrator to work cooperatively with the Defendant and the United States in the conduct of its activities, including reporting regularly to and providing all reasonably requested information to the United States. The Administrator's contract shall require the Administrator to comply with all confidentiality and privacy restrictions applicable to the party who supplied the information and data to the Administrator.

17. The Administrator's contract shall require the Administrator, as part of its operations, to establish, and to maintain throughout the contract period, multiple cost-free means for affected servicemembers to contact it, including an electronic mail address, a website, and a toll-free telephone number.
18. Within sixty (60) days of the effective date of this Agreement, the Defendant shall provide to the Administrator the name, most recent mailing address in its servicing records, Social Security number, loan account number(s), and any other information as requested by the United States and the Administrator with respect to the repossessions and borrowers identified pursuant to Paragraph 11. Such information and data shall be used by the Administrator solely for the purpose of implementing the Agreement.
19. For repossessions identified pursuant to Paragraph 11, the Administrator's contract shall require the Administrator to notify each identified servicemember by notice letter (using wording mutually agreeable to the Defendant and the United States)

mailed via first class mail, postage prepaid, within sixty (60) calendar days of the effective date of this Agreement. For repossessions where money is due to a non-servicemember owner pursuant to Paragraph 15, the Administrator's contract shall require the Administrator to notify each identified non-servicemember owner by notice letter (using wording mutually agreeable to the Defendant and the United States) within fifteen (15) calendar days of receiving the Declaration from the servicemember-borrower. The Administrator's contract shall require the Administrator to provide the United States with samples of all letters, and receive the United States' approval of the sample letters, before mailing any letter required by this Paragraph, and all letters mailed pursuant to this Paragraph shall be accompanied by the Declaration at Appendix A and/or the Release at Appendix B. The Administrator's contract shall require the Administrator to skip trace and redeliver any letter that is returned to the Administrator as undeliverable or is not replied to within six (6) months of the date that it is mailed.

20. The Administrator's contract shall require the Administrator to issue and mail compensation checks no later than twenty-one (21) calendar days after receipt of a signed Declaration and Release. The Administrator's contract shall require the Administrator to skip trace and redeliver or reissue any payment that is returned to the Administrator as undeliverable, or that is not deposited or cashed within six (6) months of the date that it is mailed. During the term of the Administrator's contract, the Administrator shall, upon the request of a servicemember or co-

borrower entitled to compensation, reissue any checks that are not cashed or deposited.

21. The Administrator's contract shall require the Administrator, for a period of two (2) years following the effective date of this Agreement, to provide the United States with a monthly accounting of all declarations received, checks issued (including copies of issued checks), and notifications without responses or that were returned as undeliverable. The Administrator's contract shall require the Administrator to report any uncashed checks in accordance with state unclaimed property laws.
22. Any money not distributed from the escrow account, including accrued interest, within two (2) years of the date the initial notifications are sent to persons eligible for the compensation payments required by Paragraphs 13 and 14 will be distributed to the United States Treasury in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.
23. The Defendant will not be entitled to a set-off, or any other reduction, of the amount of compensation payments required by Paragraphs 13 and 14 because of any debts owed by the recipient. The Defendant also will not refuse to make a payment based on a release of legal claims, arbitration agreement, or loan modification previously signed by any such recipient.
24. In the event that the United States has reason to believe that the Administrator is not materially complying with the terms of its contract with the Defendant, the

Defendant shall present for review and determination of non-objection a course of action to effectuate the Administrator's material compliance with its contract with the Defendant. The United States shall make a determination of non-objection to the course of action or direct the Defendant to revise it. In the event that the United States directs revisions, the Defendant shall make the revisions and resubmit the course of action to the United States within thirty (30) days. Upon notification that the United States has made a determination of non-objection, the Defendant shall implement the course of action. In the event that the United States and the Defendant are unable to agree upon the terms of a contract or a course of action to effect the Administrator's material compliance with its contract with Defendant, the Parties shall endeavor in good faith to resolve the dispute informally prior to seeking court involvement pursuant to Paragraph 36.

25. No individual may obtain review by the Parties or the Administrator of the identifications made, and payments disbursed, pursuant to Paragraphs 11-24.

C. CREDIT REPAIR AND OTHER RELIEF

26. Within ninety (90) days of the effective date of this Agreement, the Defendant must request that Equifax, Experian and TransUnion delete trade lines for the 164 accounts belonging to the servicemember(s) and any co-borrower(s) identified in Paragraph 11 of this Agreement. Further, the Defendant shall not pursue, and must indemnify the servicemember and his or her co-borrower(s) against any third-party's pursuing, any deficiency that was remaining on the SCRA-protected

loan after a repossession, where the repossession was completed in violation of the SCRA by the Defendant.

27. The Defendant shall provide the United States with an accounting of all credit entries repaid within ninety-five (95) days of the effective date of this Agreement.

E. REPORTING, RECORD-KEEPING, AND MONITORING

28. For the duration of this Agreement, the Defendant shall retain all records relating to its obligations hereunder. The United States shall have the right to review and copy any such records, including electronic data, upon reasonable request during the term of this Agreement.
29. During the term of this Agreement, in the event that Defendant reenters the business of originating or servicing automobile loans, the Defendant shall notify counsel for the United States in writing every six (6) months of receipt of any SCRA or military-related complaint. The Defendant shall provide a copy of any written complaints with the notifications.

V. SCOPE OF SETTLEMENT AGREEMENT

30. The provisions of this Agreement shall apply to the Defendant and any subsidiaries, predecessors, acquired companies, or successor entities. It shall also apply to the officers, employees, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with all of

those entities, including with respect to any loans they acquired from 2007 to the effective date of this Agreement.

31. In the event that the Defendant is acquired by or merges with another entity, the Defendant shall, as a condition of such acquisition or merger, obtain the written agreement of the acquiring or surviving entity to be bound by any obligations remaining under this Agreement for the remaining term of this Agreement.
32. This Agreement releases only the claims for violations of Section 3952(a) of the SCRA addressed in the Complaint or identified in this Agreement. This Agreement does not release any other claims that may be held or are currently under investigation by any federal agency, or any claims that may be pursued for actions that may be taken by any executive agency established by 12 U.S.C. § 5491 or the appropriate Federal Banking Agency (FBA), as defined in 12 U.S.C. § 1813(q), against the Defendant, any of its affiliated entities, and/or any its institution-affiliated parties, as defined by 12 U.S.C. § 1818 or any other statute or regulation. This Agreement does not release any claims that the United States or Defendant may have against Santander Consumer USA, Inc.
33. Nothing in this Agreement will excuse the Defendant's compliance with any currently or subsequently effective provision of law or order of a regulator with authority over the Defendant that imposes additional obligations on it.

VI. IMPLEMENTATION AND ENFORCEMENT

34. The United States may review compliance with this Agreement at any time. The Defendant agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, the Defendant shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.
35. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendant 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 the Defendant in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Defendant shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.
36. If the Parties are unable to reach a resolution within 15 days, either Party may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. If the Civil Action has been dismissed, the Parties agree that upon any such claim of breach as made by either Party, the aggrieved Party may move to restore the Civil Action to the active docket of this Court for purposes of resolution of any such claim of breach. In the event of such a claim of breach as

made by the aggrieved Party, the opposing Party consents to and agrees not to contest the aggrieved Party's motion to restore the Civil Action to the Court's active docket. Alternatively, 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 Northern District of Texas. The United States may in such action seek to have the Court impose any remedy authorized at law or equity. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

37. In the event the United States reinstates the Civil Action as contemplated by Paragraph 36, or any other civil action is commenced to remedy breach of this Agreement, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate. The United States may also seek from the Court an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement. If the Civil Action is reinstated or any other such civil action is filed, the Defendant 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. The Parties agree that the making of this Agreement shall not affect any cause of action or related claim or remedy asserted by an individual servicemember or co-borrower that expired prior to March 20, 2015.

38. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

VII. TERMINATION OF LITIGATION HOLD

39. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not anticipated concerning the matters described in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

VIII. DURATION, EXECUTION, AND OTHER TERMS

40. This Agreement is effective on the date of 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. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

41. The duration of this Agreement shall be for a period of five (5) years from the date of execution.
42. Within 15 days of the Defendant providing written verification to the United States of the deposit of funds into an escrow account, as set forth in Paragraph 10, the United States shall file and CitiFinancial shall consent to filing a motion to dismiss the Civil Action pursuant to Rule 41(a)(2), subject to its reinstatement as set forth in Paragraph 36 above.
43. Each Party shall bear its own legal and other costs incurred in connection with this litigation, including the preparation and performance of this Agreement, except as set forth in Paragraph 37.
44. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
45. 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.
46. This Agreement 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.
47. This Agreement is governed by and shall be interpreted under the laws of the United States.

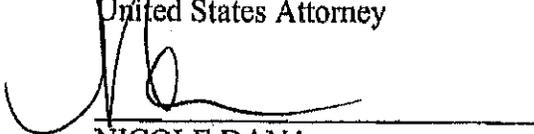
48. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below.
49. This agreement is binding on the Parties and their transferees, heirs, and assigns.
50. Except where this Agreement expressly conditions or predicates performance 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.
51. This Agreement is a public document. Both Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public and to the Defendant's issuance of public statements about this litigation and the subject matter hereof, subject to any applicable privacy laws.
52. 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.
53. 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.

54. 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: September 18, 2017

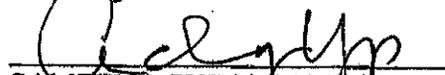
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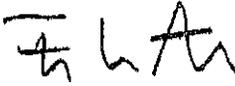


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For CitiFinancial Credit Company:

DATED: September 18, 2017

CITIFINANCIAL CREDIT COMPANY

By: 
FRANCESCO VANNI D'ARCHIRAFI
Director

APPENDIX A
DECLARATION

I, [INSERT NAME], do hereby declare and state as follows:

1. I owned a vehicle obtained through a loan that was originated, financed, or serviced by an affiliate of CitiFinancial Credit Company, Loan Number [LOAN NUMBER]. The vehicle was later repossessed.
2. I obtained the loan on or about [LOAN FUNDING DATE].
3. On or about [REPOSSESSION DATE], I **WAS** either:
 - i. on a covered period of military service; **OR**
 - ii. a member of a reserve component (Reserves or National Guard) and had received orders to report for a covered period of military service.
4. Please consider the following additional information in support of this Declaration:

I confirm that the foregoing is true and correct.

Executed this _____ day of _____, 20__.

SIGNATURE: _____

PRINT NAME:

NOTICE REGARDING MILITARY SERVICE

As used in this Declaration, a “covered period of military service” is either of the following:

- a) Full-time active duty with the armed forces of the United States (Army, Navy, Air Force, Marine Corps, or Coast Guard);
- b) A period of active service with the National Guard: i) authorized by the President or the Secretary of Defense; ii) longer than thirty (30) consecutive days; iii) under orders issued under Section 502(f) of Title 32 of the United States Code; and iv) for the purpose of responding to a national emergency declared by the President and supported by federal funds;
- c) Active service as a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration; or
- d) A period of time during which I was a servicemember absent from duty on account of sickness, wounds, leave, or other lawful cause.

If you have any additional questions about whether your service constitutes a “covered period of military service” for purposes of this declaration, please contact the Department of Justice at 202-514-4713.

APPENDIX B

RELEASE

In consideration for the parties' agreement to the terms of the Settlement Agreement resolving the United States' allegations in *United States v. CitiFinancial Credit Company*, Case No. 3:17-cv-02513-B (N.D. Tex.), that CitiFinancial Credit Company violated the Servicemembers Civil Relief Act and CitiFinancial Credit Company's payment to me of \$ [AMOUNT], I, [BORROWER'S 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 and related to the alleged violation of Section 3952(a) of the Servicemembers Civil Relief Act, that I may have against CitiFinancial Credit Company and all related entities, predecessors, successors, subsidiaries, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and its heirs, executors, administrators, successors or assigns. I do not release any claims that I may have against any subsequent owner(s), not related to CitiFinancial Credit Company, of my retail installment contract.

Executed this _____ day of _____, 20__.

SIGNATURE: _____

PRINT NAME:
