

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
NEW CITY FUNDING CORP.**

I. INTRODUCTION

1. This Settlement Agreement ("Agreement") is made and entered into by and between the United States of America (the "United States") and New City Funding Corp. ("New City"). The United States and New City are referred to herein as the "Parties."

II. RECITALS

2. This Agreement resolves the United States' allegations that New City previously engaged in violations of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. § 3952(a), by repossessing, without court orders, the vehicles of at least five servicemembers who had been called to active service in the Armed Forces of the United States.

3. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the claims against New City shall be resolved without further proceedings or an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the United States and New City agree to this Stipulation of Settlement. This Stipulation of Settlement comes without the taking of proof and does not constitute evidence or findings against or an admission of any Party. New City agrees to make modifications to its SCRA policies and to provide other relief as set forth herein.

4. The effective date of this Agreement will be the date of the signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for the purposes of this Agreement.

III. STATEMENT OF CONSIDERATION

5. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against New City relating to the United States' allegation that from

June 16, 2018, through at least August 18, 2023, New City unlawfully repossessed servicemembers' vehicles without court orders in violation of 50 U.S.C. § 3952(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. Compliance with the SCRA and SCRA Policies and Procedures

6. New City and its affiliates, subsidiaries, officers, employees, agents, and representatives, including its contracts and vendors, shall be required to comply fully with all relevant provisions of the SCRA prohibiting the repossession of motor vehicles of servicemembers without a court order.

7. Within thirty (30) days, New City shall send to the United States proposed SCRA policies and procedures for motor vehicle repossessions that comply with Section 3952(a) of the SCRA. These policies and procedures must include the following provisions:

- a. New City shall review any military service information provided by borrowers and conduct Department of Defense Manpower Data center ("DMDC") searches (i) no more than two (2) business days before referring a vehicle for repossession; (ii) no more than two (2) business days after repossession has occurred; and (iii) no more than two (2) business days before the vehicle is sold or disposed of.
- b. If the military service information or DMDC searches indicate the borrower or co-borrower is an SCRA protected servicemember, New City shall not refer the

vehicle for repossession or repossess the vehicle without first obtaining a court order or valid SCRA waiver in the form attached as Exhibit A.

- c. If New City learns that a borrower or co-borrower is an SCRA-protected servicemember after repossessing the vehicle but before the vehicle is sold or disposed of, within twenty-four (24) hours New City shall attempt to verbally contact the borrower and offer to arrange to return the vehicle and shall reverse on the borrower's account all of the charges resulting from the repossession. New City shall also correct any negative credit reporting related to the repossession. If New City cannot make contact with the borrower within twenty-four (24) hours, New City shall cause the vehicle to be returned to the location where possession was taken, unless: (1) return to such location presents a significant risk of damage to the vehicle; (2) return to such location presents a significant risk that the vehicle will be impounded; (3) the borrower has previously informed New City that the vehicle has been abandoned; or (4) the vehicle was recovered under circumstances suggesting that the vehicle had been abandoned. If the vehicle is not returned to the borrower within twenty-four (24) hours, New City shall make no fewer than three (3) additional attempts to reach the borrower based upon contact information in New City's files and return the vehicle within twenty-four (24) hours of a borrower's request for return, without charging any repossession-related fees. The vehicle shall not be sold or otherwise disposed of until the contact attempts

referenced in this subparagraph have been made and New City has obtained a court order or a valid written waiver as provided in 50 U.S.C. § 3918.

d. If New City attempts to obtain a court order authorizing a repossession, it must file an affidavit with the court that complies with 50 U.S.C. § 3931.

e. New City may take possession of a motor vehicle that has been impounded by a non-related third-party upon receiving notice of the impoundment even when the borrower is a servicemember. New City must, however, provide notice to the servicemember that it has taken possession and must not dispose of the vehicle until New City has made reasonable efforts to contact the servicemember and has obtained a court order or a valid written waiver as provided in 50 U.S.C. § 3918.

8. The United States will review New City's SCRA policies and procedures and respond in writing within thirty (30) calendar days after receipt. If the United States objects to any part of the SCRA policies and procedures, the Parties shall confer to resolve their differences.

9. New City must begin implementing SCRA policies and procedures within seven (7) days of the approval of the United States.

10. If, at any time during the term of this Agreement, New City 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 New City within twenty (20) business days of receiving the proposed changes, the changes may be implemented. If the United States makes any reasonable objections to the proposed changes within the twenty (20) business day period, the specific changes to which the United States objects shall not be implemented until the objections are resolved.

B. Training

11. Within thirty (30) days of receiving final approval of SCRA policies and procedures, New City must develop and submit to the United States the curriculum, instructions, and any written materials included in the training to be given to all New City employees who are involved in SCRA compliance or repossession activities.

12. The United States will review New City's SCRA training materials and shall have thirty (30) calendar days from receipt of these documents to raise any objections to the training materials, and, if it raises any, the Parties shall confer to resolve their differences.

13. Within thirty (30) days of final approval of New City's SCRA training materials, all New City employees who are involved in SCRA compliance or repossession activities must receive the training and execute a signed statement at Exhibit B acknowledging that they have received such training. SCRA training must be conducted for all employees involved in licensing at least once a year during the term of the Agreement. For the duration of this Agreement, copies of those signed statements shall be provided to the United States upon request. New City shall also certify in writing to counsel for the United States that all employees successfully completed the trainings required by this Paragraph. New City will pay any expenses associated with the trainings required by this Paragraph.

14. New City must also ensure that any employee who subsequently becomes involved in SCRA compliance or repossession activities receives the SCRA training within thirty (30) calendar days of their hiring, promotion, or transfer.

C. Compensation for Aggrieved Servicemembers

15. Within fourteen (14) days, New City will deposit SIXTY THOUSAND DOLLARS (\$60,000) into an interest-bearing escrow account to fund compensation payments to four (4) aggrieved servicemembers identified by the United States. The United States has provided a list

of those repossessions to New City. New City will deposit into the escrow account all necessary additional funds to make compensation payments required by the Agreement. New City will provide written verification of the deposit to the United States within fifteen (15) calendar days of the effective 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 New City.

16. Within thirty (30) calendar days of the effective date of this Agreement, New City shall provide to the United States an electronically searchable list of all its repossessions between August 19, 2023 and the effective date of this Agreement. The list shall be in Microsoft Excel format and shall contain the following information: (1) the account number; (2) the borrower's first name, last name and social security number; (3) the co-borrower's first name, last name and social security number; (4) the date of the loan; and (5) the date of the repossession. The United States shall run this list through the DMDC database and undertake any independent investigation it deems appropriate to identify any additional repossessions that violated the SCRA. The United States shall provide New City with the list of additional repossessions that violated the SCRA. If New City objects to any additional violations, it shall have thirty (30) days to produce evidence of compliance to the United States. After considering in good faith all evidence produced by New City, the United States shall make a final determination of the additional violations.

17. For each repossession identified as a violation, New City shall provide the following compensation:

- a. An amount of FIFTEEN-THOUSAND DOLLARS (\$15,000);
- b. Any lost equity in the repossessed motor vehicle, as calculated by subtracting any outstanding principal, interest, and other amounts owing by the borrowers (excluding any fees associated with repossession), plus any liens at the

time of repossession and any disbursements made to the servicemember or a third-party other than a lien holder from the proceeds of the repossession sale (exclusive of any fees associated with the repossession) from the retail value of the motor vehicle at the time of repossession as identified in the National Automobile Dealers Association ("NADA") Guide; and

- c. Interest accrued on this lost equity, calculated from the date of the repossession sale until the date payment is issued, at the rate set forth in 28 U.S.C. § 1961.

18. New City shall provide the United States with all records used to make the payment calculations described in this Paragraph for the United States' review and approval. New City shall conduct the settlement administration activities as set forth herein. New City shall bear all costs and expenses of settlement administration. New City shall work cooperatively with the United States in the conduct of its activities, including reporting regularly and providing all reasonably requested information to the United States.

19. New City shall establish and maintain throughout the period of this Agreement multiple cost-free means for affected servicemembers and co-owners to contact it, including an electronic mail address, a webpage, and a toll-free telephone number.

20. The amount described in Paragraph 17(a) shall be paid entirely to each servicemember who is identified on the note securing the motor vehicle or lease. The amounts described in Paragraph 17(b) and (c) shall be distributed equally among all co-owners.

21. New City shall notify each servicemember and co-owner by letter (using wording mutually agreeable to New City and the United States) within (30) calendar days of the United States' final determination pursuant to Paragraph. Each letter to a servicemember shall enclose the Declaration at Exhibit C and the Release at Exhibit D. Each letter to a non-servicemember co-

owner shall enclose the Release at Exhibit D.

22. New City shall issue and mail compensation checks no later than twenty-one (21) calendar days after New City's receipt of a signed Declaration and/or Release. New City shall skip trace and redeliver any payment that is returned as undeliverable, or that is not deposited or cashed within six (6) months. New City shall provide the United States with proof that it mailed the compensation checks as set forth in Paragraph 21 within seven (7) days of mailing.

23. Any money not distributed from the escrow account, including accrued interest, within the term of the Agreement 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.

24. New City will not be entitled to a set-off, or any other reduction, of the amount of payments required by Paragraph 17 because of any debts owed by the recipient, except in the calculation of lost equity as provided by Paragraph 17(b). New City 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.

25. No individual may obtain review by the Parties of the identifications made, and payments disbursed, pursuant to Paragraphs 15-24.

D. Civil Penalty

26. Within thirty (30) days, New City shall pay a total of SIXTY THOUSAND DOLLARS (\$60,000) to the United States Treasury as a civil penalty, pursuant to 50 U.S.C. § 4041(b)(3) and 28 C.F.R. § 85.5, to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

E. Other Relief

27. Within thirty (30) days following the effective date of this Consent Order, New City shall request that all the credit bureaus to which it reports delete trade lines for accounts belonging to servicemember(s) and any co-borrowers identified pursuant to Paragraph 15. Within thirty (30) days of the United States' determination provided in Paragraph 15, New City shall request that all the credit bureaus to which it reports delete trade lines for accounts belonging to servicemember(s) and any co-borrowers identified pursuant to Paragraph 15. Further, New City shall not pursue, directly or indirectly through any authorized third party any further payment on such accounts, and will indemnify the servicemember and his or her co-borrower(s) against any such action brought by or on behalf of New City by any such authorized third party, and must refund any amounts the servicemember and his or her co-borrower(s) have paid toward any deficiency that was remaining on the loan after the repossession.

28. Within thirty (30) days after completion of its obligations in Paragraph 27, New City shall certify to the United States that it has requested deletion of the tradelines associated with each of the identified accounts.

F. Additional Reporting and Record-Keeping Requirements

29. For the duration of this Agreement, New City shall retain all records relating to its obligations set forth herein. The United States shall have the right to request, review, and copy any of those records, including electronic data, upon reasonable request during the term of the Agreement.

30. New City shall provide the United States with a written report every six months regarding any SCRA or military-related complaints received, whether the complaint is made orally or in writing. New City shall provide a copy of any written complaints. Whether regarding a written or oral SCRA 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. New City shall also properly provide the United States with all information it may request concerning any such complaint and shall inform the United States in writing within thirty (30) calendar days of the terms of any resolution of such complaint. If the United States raises any objections to New City'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

31. The provisions of this Agreement shall apply to New City. It shall also apply to all related entities, parents, predecessors, successors, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors or assigns.

32. In the event that New City is acquired by or merges with another entity, New City 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.

33. This Agreement does not release claims for practices not addressed in this Agreement, and it does not resolve and release claims other than the claims for violations of Section 3952(a) of the SCRA identified in this Agreement. This Agreement does not release any claims that may be held or are currently under investigation by any other federal or state agency or entity.

34. Nothing in this agreement will excuse New City's compliance with any currently or subsequently effective provision of law and order of a regulator with authority over New City that imposes additional obligations on it.

VI. IMPLEMENTATION AND ENFORCEMENT

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

36. The United States may review compliance with this Agreement at any time. New City agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, New City 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 the interpretation of, and compliance with, this Agreement prior to initiating court action. However, in the event that the United States contends there has been a failure by New City, whether willful or otherwise, to perform in a timely manner any act required by this Agreement or otherwise comply with any provision thereof, the United States will notify New City in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. New City 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 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 Southern District of New York, which shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The parties consent to and agree not to contest the jurisdiction of the United States District Court for the Southern District of New York. The Parties further acknowledge that venue in the Southern District of New York is appropriate and agree not to raise any challenges on this basis.

39. In the event the United States files a civil action as contemplated by Paragraph 36 to remedy breach of this Agreement, the United States may seek the following: (1) an injunction

mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and (3) any additional relief that may be available under law or equity. If such a civil action is filed, New City 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, of similar defenses.

40. The Parties shall be responsible for their own attorneys' fees and costs, except as provided for in Paragraph 37.

41. 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. EXECUTION AND OTHER TERMS

42. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement.

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

44. 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.

45. 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.

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

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

48. 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.

49. This Agreement is a public document. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public and to New City's separate and independent issuance of public statements about this Agreement and the subject matter hereof, subject to any applicable privacy laws.

50. 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.

51. 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.

52. 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 Southern District of New York, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Southern District of New York.

53. 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.

Dated: September 29, 2025
New York, New York

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

JAY CLAYTON
United States Attorney
Southern District of New York

MICHAEL E. GATES
Deputy Assistant Attorney General
Civil Rights Division

By: /s/
DANA WALSH KUMAR
Assistant U.S. Attorney
United States Attorney's Office
86 Chambers Street
New York, New York 10007
Phone: (212) 637-2741
Dana.Walsh.Kumar@usdoj.gov

CARRIE PAGNUCCO
Chief, Housing and Civil Enforcement
Section

ELIZABETH A. SINGER
Director, U.S. Attorneys' Fair Housing Program
Housing and Civil Enforcement Section

AUDREY M. YAP
Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue NW—4 CON
Washington, DC 20530
Phone: (202) 514-4713
Audrey.Yap@usdoj.gov

DATED: September 25, 2025
New York, New York

For New City Funding Corp.

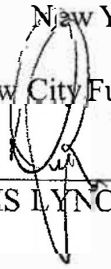

DENNIS LYNCH, ESQ.

EXHIBIT A

IMPORTANT NOTICE AFFECTING MILITARY SERVICEMEMBERS **RIGHTS AND PROTECTIONS AFFORDED** **UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

Attached to this notice you will find a waiver of rights and protections that may be applicable to you and your dependents pursuant to 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:

- Prohibits the repossession of a servicemember's motor vehicle without a court order during a period of military service, as long as a deposit or at least one installment payment was made before the borrower entered into that period of military service.
- Upon notice by the servicemember, imposes a 6% maximum rate of interest that may be charged during military service on loans incurred before the servicemember began his or her current period of military service.
- Postpones court actions against servicemembers under certain circumstances.
- Permits servicemembers to terminate motor vehicle and residential leases upon receipt of certain military orders.

If you choose to sign the attached waiver, New City Funding Corp. ("New City") will have the option to proceed with a repossession of your motor vehicle without the protections of the SCRA. If you do not sign this waiver, New City will be required to provide you the protections of the SCRA if you took out your loan and made a down payment on the motor vehicle, or at least one payment on the loan, when you were not in military service. Additionally, if New City goes to court to repossess your motor vehicle, the court may take steps to ensure that a judgment is not entered against you if you are unable to appear in the case.

This waiver applies only to your SCRA rights related to motor vehicle repossessions; you are not waiving any other SCRA protections that you may have. Before waiving these important statutory rights, you should consult an attorney regarding how best to exercise your rights or whether it is in your interest to waive these rights under the conditions offered by New City.

For More Information:

- **CONSULT AN ATTORNEY:** To fully understand your rights under the law, and before waiving your rights, you should consult an attorney.
- **JAG / LEGAL ASSISTANCE:** Servicemembers and their dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil>.
- **MILITARY ONESOURCE:** "Military OneSource" is the U.S. Department of Defense's information resource. Go to <http://www.militaryonesource.com>.

**AGREEMENT AND WAIVER OF RIGHTS UNDER
SERVICEMEMBERS CIVIL RELIEF ACT**

I _____ am a servicemember OR the duly authorized agent or attorney-in-fact of _____, a servicemember, pursuant to a power of attorney dated _____ and I am aware that I have protections available to me under the Servicemembers Civil Relief Act (SCRA). This includes, but is not limited to, the right not to have a lender repossess my motor 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 SERVICEMEMBERS.
- I am waiving my right to have a court rule on whether New City Funding Corp. ("New City") can repossess my motor vehicle, a [YEAR] [MAKE] [MODEL] [VIN] (the "Vehicle"), in accordance with 50 U.S.C. § 3952(a)(1).
- I understand that if the vehicle sells for less than I still owe on the loan, I may be responsible for the difference ("deficiency balance"), plus accrued interest.
- In exchange for waiving my SCRA rights with respect to the Vehicle, New City agrees to waive the recovery of any storage costs, attorneys' fees, and any other fees and costs incurred in connection with the repossession or sale of the vehicle. New City will also attempt to return any personal property I left in my vehicle.
- This Waiver shall have no effect on my right to receive any excess proceeds from the sale of the Vehicle as provided by state law.
- 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 rule on the repossession of the Vehicle.

Dated: _____

By: _____

Signature

Print Name

For: New City Funding Corp.

Dated: _____

By: _____

Signature

Print Name

EXHIBIT B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20__, I was provided training regarding SCRA compliance and copies of the SCRA Policies and Procedures which are 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.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

[DATE]

EXHIBIT C

DECLARATION

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

1. I owned a vehicle obtained through a loan with New City Funding Corp., Loan Number [LOAN NUMBER], which was 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.

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: _____

APPENDIX REGARDING MILITARY SERVICE

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

- a) Full-time active duty with the armed forces of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, or Space Force), including National Guard members serving under orders issued under Title 10 of the United States Code;
- 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 and reference the New City Funding SCRA case.

EXHIBIT D

RELEASE

Pursuant to the Settlement Agreement resolving the United States' allegations that New City Funding Corp. ("New City") violated the Servicemembers Civil Relief Act, and in consideration of New City's payment to me of \$ [AMOUNT], I, [(CO)BORROWER OR (CO)LESSEE'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 of the Servicemembers Civil Relief Act, that I may have against New City and all related entities, parents, 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.

Executed this _____ day of _____, 202_.

SIGNATURE: _____

PRINT NAME: _____

MAILING ADDRESS WHERE CHECK SHOULD BE SENT:

