

YOUR RIGHTS UNDER THE SERVICEMEMBERS' CIVIL RELIEF ACT

AN OVERVIEW

The Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq), or SCRA, is a federal law designed to ensure that service members (SMs) are not disadvantaged in their civil affairs simply because they have answered their nation's call to military service. Or, as the U.S. Supreme Court eloquently stated so long ago, to "protect those who have been obligated to drop their own affairs to take up the burdens of the nation." *Boone v Lightner*, 319 U.S. 561 (1943). The SCRA is a powerful and unique statute, altering contracts across the country and affecting civil procedure in every state and federal court and administrative agency. SM rights under the SCRA may be enforced through private civil suit (50 U.S.C. 4042) or through enforcement action by the United States Attorney General (50 U.S.C. 4041). To achieve its objective, the SCRA contains subsections addressing specific issues. This article summarizes those provisions of the SCRA that most often affect SMs and their families, including: procedural rights such as the right to delay a civil hearing, the right to reduce interest rates on pre-service financial obligations, child custody protections, protections against foreclosure and repossession, limitations on the enforcement of liens, establishment of residence for tax purposes, and the right to terminate residential leases and certain telecommunications contracts.

SCRA Procedural Rights: Delay of Proceedings, Affidavit of Military Service, Appointment of Counsel, Reopening Default Judgements

Generally. The most basic purpose of the SCRA is to ensure that SMs don't lose civil cases simply because military duties preclude their ability to appear and defend. There are certain procedural rights designed to prevent such defaults from occurring, and to rectify the matter if it does. In broad strokes, those protections include: a requirement for the plaintiff to advise the court of the defendant's military status, appointment of counsel for the absent military defendant, a right to delay proceedings where military service materially affects ability to appear and defend, and a right to reopen certain default judgements. The SCRA also contains provisions altering state or federal law concerning the tolling of the statute of limitations.

Affidavit requirement. In every case in which the defendant does not appear, the plaintiff is required to file an affidavit concerning the defendant's military service [50 U.S.C. 3931]. This requirement applies to "any civil action or proceeding, including any child custody hearing, in which the defendant does not make an appearance." The specific reference to child custody hearings resulted from a 2008 amendment, presumably because so many judges ignored the SCRA in such cases. Since the plaintiff will not know in advance of filing the petition whether the defendant is going to show up for the hearing or enter an appearance in writing, the better and more practical practice is to file such an affidavit in every case.

Affidavit Contents. The affidavit must state whether the defendant is or is not a member of the armed forces and show the necessary facts to support such a conclusion. Or, the affidavit

may indicate that the plaintiff is unable to determine whether the defendant is a member of the armed forces. Plaintiffs should be ready to demonstrate that they have taken reasonable efforts to determine military status. Knowingly filing a false affidavit is a criminal offense, punishable by a fine and up to a year in prison.

Form of the Affidavit. The SCRA identifies required substantive content for the affidavit, but does not mandate any specific format. However, some jurisdictions have developed preferred or mandated forms for the affidavit. For example, the North Carolina Administrative Office of the Courts has developed Form AOC G-250 for this purpose; Virginia District Courts use Form DC-418.

Appointment of Counsel. If it appears to the court that the defendant is a service member, a default judgment shall not be entered unless the court first appoints counsel to represent the absent defendant [50 U.S.C. 3931(b) (2)]. The SCRA does not specify where the appointed attorneys will come from, how they will be paid, or what they will do. The SCRA does specify one thing that appointed counsel will *not* do: waive any defense without the express permission of the military defendant. Given the purpose of the SCRA, it would appear that the mission of appointed counsel includes locating the military defendant, advising of the pending proceedings, determining whether the defendant wants a stay of proceedings, and if so, to assert such a stay.

Stay of Proceedings When SM Has Notice. The requirements for a “stay,” or delay, of proceedings vary depending on whether the SM does or does not have notice of the pending case. When the SM has received notice of pending proceedings, he may apply to the court for a “stay,” or a delay of proceedings. When the SM has notice of the proceedings, the stay request must include all of the following:

- (a) “a letter or other communication setting forth the facts stating the manner in which the current duty requirements materially affect the servicemember’s ability to appear”
- (b) and stating a date when the SM can appear and
- (c) “a letter or other communication” from the commanding officer stating that SM’s current military duties prevent appearance and
- (d) stating that leave is not authorized for the SM to attend the proceeding.

[50 U.S.C. 3932(b)(2)]

If the stay request meets all of these requirements, the judge must grant a delay of not less than 90 days. A longer stay may be granted if the court, in its discretion, determines a longer stay is needed.

Procedures if SM has not made an appearance. The court must appoint counsel for the absent SM defendant who has made no court appearance. Appointed counsel must make a diligent effort to contact the SM. On its own motion, or pursuant to appointed counsel’s motion, the court shall delay the proceedings at least 90 days if it determines that (a) there may be a defense to the action that cannot be presented without the presence of the defendant; or (b) despite diligent effort, appointed counsel “has been unable to contact the defendant or otherwise

to determine if a meritorious defense exists.”

Tolling of the Statute of Limitations. State and federal laws create deadlines for the filing of civil actions. For example, the law of State X may require that the plaintiff file a contract action within three years of the conduct alleged to constitute the breach. However the SCRA changes all such civil deadlines, or statutes of limitation. The SCRA provides that the period of military service may NOT be included in determining whether the deadline has been passed [50 U.S.C. 3936].

Remedies for defective default judgements. The SCRA provides that a default judgement shall be set aside upon application of the defendant if (a) the defendant applies to the court that rendered the original judgement, and (b) the judgement was entered when the SM was on active duty or 60 days thereafter, and (c) the application is filed when SM is on active duty or 90 days thereafter, and (d) SM’s military service prejudiced his ability to defend the action, and (e) there is a meritorious defense to the original claim. As a practical matter, either through ignorance of the law or otherwise, some judges or entire jurisdictions routinely proceed as if the SCRA doesn’t exist, paying attention to it only when the defendant either applies for a stay of proceedings or moves to set aside the default judgment. At least one state has publically sanctioned the presiding judge for failure to comply with SCRA procedural requirements. (See *In Re Branch*, 367 N.C. 733; 767 S.E. 2d 47; N.C. Supreme Court 2015).

Limitation on Pre-Service Interest

The SCRA provides that SMs can reduce the annual percentage rate of interest on pre-service financial obligations to six percent (50 U.S.C. 3937) where military service materially affects ability to pay. The opportunity to reduce interest applies to any preservice financial obligation: payday loans, credit card interest, mortgage, auto loans, personal installment loan, you name it. The opportunity to reduce interest on preservice financial obligations also applies to all pre-service student loans. It does not apply to loans entered into while already on active duty.

To reduce interest on pre-service obligations, the SM needs to make a written request to the creditor, advising that military service materially affects ability to pay, and providing the creditor with a copy of orders showing when active duty service began and any extensions of duty.

Active duty members may also claim interest rate reductions for joint obligations with their spouse; as when husband and wife both sign the contract as borrowers.

In the case of federally serviced student loans (loans made by the federal government and serviced by another financial institution that accepts payment and keeps records) and commercial Federal Family Education Loans (a loan program wherein state or private loans are guaranteed by the federal government) there is no longer a requirement that the SM provide orders to the creditor, or even make a request for rate reduction. The contract that the United States has with institutions that make or service these loans requires them to check the Department of Defense Manpower Database on a monthly basis to determine borrower eligibility for SCRA rate

reduction and to automatically reduce the rate to six percent, even in the absence of a consumer request. This requirement for automatic SCRA review has been in place since 2014.

In response to a proper request for interest rate reduction, the creditor must either lower the interest rate as requested or go to court and prove to a judge that the debtor's military service does not materially affect ability to pay. The law does not require the SM to prove that military service has a material affect; rather, the creditor is required to prove the absence of such affect. As a practical matter, very few creditors, if any, ever pursue the court option.

The excess interest must be completely forgiven rather than merely deferred. Further, the effective date of interest rate reduction is the date the debtor entered military service, even if the written request for rate reduction was made much later.

Your military legal assistance attorney can assist you to prepare a proper request for interest rate reduction. If a creditor fails to reduce the interest rate when required, consider discussing the matter with a military legal assistance attorney and making a complaint to the U.S. Department of Justice, which has taken several enforcement actions against creditors who fail to comply with SCRA rate reduction provisions. Violators can be compelled by a court to pay court costs and attorney fees, restitution, and a civil penalty. A knowing violation of this section is also a crime punishable by a fine and up to a year imprisonment. Report violations / make on line complaints to the DoJ SMs and veterans outreach project at: <https://www.justice.gov/servicemembers>.

Child Custody Protection

Determinations concerning child custody and visitation are principally within the province of state law and state family courts. However, the SCRA establishes certain minimum protections that all states must comply with (50 U.S.C. 3938). The SCRA requires that any temporary custody order based on deployment be limited in duration to that justified by the deployment; and that a judge cannot use deployment as the sole factor in making permanent custody determinations. The SCRA provides that if state law gives greater protection to SMs in custody cases, then the state law shall prevail. In fact, many states have adopted statutes specifically addressing child custody in military cases, and in particular custody determinations when there is a deployment. For example, in 2013, North Carolina enacted the Uniform Deployed Custody and Visitation Act (NCGS 50A-350 et seq) which: expedited custody hearings to better allow SMs to participate prior to deployment, allowed for long distance, electronic participation in custody hearings by deployed SMs, ensured that court jurisdiction over custody was unaffected by deployment, allowed SMs to delegate visitation to another person during the deployment, and, like the SCRA, prohibits judges from using deployment as the only criteria in determining custody.

Installment Contracts and Repossession

Most repossessions in the United States do not require any court order. All that is required is that the contract authorize repossession in the event of default, a default by the buyer, and seizure of the property in a manner as to avoid a breach of the peace (such as towing away a car while the owner is not present). However, the SCRA prohibits the repossession of personal property (including motor vehicles) without a court order to enforce a pre-service contract (50 U.S.C. 3952). In other words, in covered cases, the creditor must get a court order to seize property. This provision applies only to a contract for which a deposit or installment has been paid by the SM before the SM enters military service. The requirement to obtain a repossession order issued by a court will certainly delay repossession and, may even be a sufficient obstacle so as to prevent the repossession at all. Creditors who violate this provision of the SCRA may be compelled by a court to pay court costs, legal fees, restitution, and a civil penalty. A knowing violation of this provision is also a crime punishable by a fine and up to a year imprisonment.

The U.S Department of Justice accepts on line complaints concerning this provision of the SCRA and has taken forceful action against violators. To report violations / make a complaint to the DoJ SMs and veterans outreach project at:
<https://www.justice.gov/servicemembers>

Mortgage Foreclosure Protection

The vast majority of foreclosures in the United States do not involve any judges or judicial orders. Instead, foreclosure hearings are typically short proceedings before a court clerk, who ensures that the petitioner meets all the requirements on a pretty short statutory checklist that includes such matters as: whether the debtor defaulted, whether the sale / loan documents authorize a power of sale / foreclosure, whether the right person is requesting the foreclosure, whether notifications have been made to required parties, and whether any public posting / notice requirements have been complied with. However, the SCRA prohibits the foreclosure on pre-service mortgage during military service and for one year thereafter unless the foreclosure has been ordered by a court judge (not a court clerk) or the defendant has executed a waiver of his SCRA rights.

At the very least, the requirement to obtain an order issued by a court will substantially delay foreclosure. Further, borrowers may be able to raise additional issues and obtain a greater range of relief before a judge. Lenders / creditors who violate this provision of the SCRA may be compelled by a court to pay court costs, legal fees, restitution, and a civil penalty. A knowing violation of this provision is also a crime punishable by a fine and up to a year imprisonment. The U.S Department of Justice accepts on line complaints concerning this provision of the SCRA and has taken forceful action against violators. To report violations / make a complaint to the DoJ SMs and veterans outreach project at: <https://www.justice.gov/servicemembers>

Residential Lease Termination

The SCRA provides SMs and their dependents with the right to terminate a residential

Lease that (a) was entered into prior to military service, (b) was entered into by an active duty tenant who thereafter receives PCS or deployment orders, and (c) was entered into by an active duty service member who thereafter dies. Details are provided below.

Pre-service Lease. As noted above, the SCRA authorizes an active duty SM to terminate a lease executed prior to the tenant's military service. For example, suppose that Mr. X enters a one year residential lease on January 1st. Mr. X thereafter enlists or otherwise becomes a member of the armed forces prior to the expiration of that lease. Private X, a military SM, has the right to terminate the lease during his military service.

Death of the Service Member. The Veterans' Benefits Act of 2018, enacted December 31, 2018, amended the SCRA to provide the spouse of a tenant who dies while in military service or while performing National Guard duty, active Guard and reserve duty, or inactive duty training. The spouse must provide written notice of intent to terminate the lease. Further, while the statute, surprisingly, does not specifically require it, it is surely good practice to provide the landlord with some documentation of the death, such as a death certificate or military report of casualty. The lease terminates thirty days after the next rental period after the notice is delivered. Termination of the SM lease obligations terminates the lease obligations of the spouse.

Deployment / PCS Orders. The SCRA also authorizes the SM to terminate a lease executed while in the military service if the SM thereafter receives PCS orders or orders to deploy in excess of 90 days. PCS orders obviously include orders assigning the SM from one duty station to another; e.g. orders from Camp Lejeune to Camp Pendleton. However, PCS orders include types of orders other than permanent re-assignment to a new military duty station. Orders that are considered to be PCS by the armed forces are identified in the Joint Travel Regulation for Uniformed Service Members and Department of Defense Civilian Employees (formerly the Joint Federal Travel Regulation or JFTR). The order is "Joint" because it applies to all branches of the armed forces. Appendix A, Definitions, identifies the various types of PCS orders, including, but not limited to: change from last duty station to home or primary residence Upon discharge, resignation, or separation under honorable conditions, transfer to the Fleet Marine Corps Reserve, retirement, and temporary disability retirement.

What are the lease termination rights of SM's dependents under the SCRA? The SCRA is quite clear with respect to the termination of lease obligation of the SM's dependents, providing as follows:

Joint Leases. A lessee's termination of a lease pursuant to this subsection shall terminate any obligation a dependent of the lessee may have under the lease.

The SCRA provides that the term "dependent" includes the SM's spouse, the SM's children [as defined at 38 U.S.C. 101(4)], and any person for whom the SM provided more than one half of the individual's support for 180 days immediately preceding an application for the exercise of SCRA rights [50 U.S.C.3911(4)].

Dependent lease obligations are terminated only as to the lease terminated by the SM. The SCRA does not terminate lease obligations of dependents who execute a lease independent

of the SM. Consider the following hypothetical: Mrs. X, a civilian, leases an apartment on 123 Main Street, USA for one year, beginning on January 1st. She is the only tenant on the lease. Thereafter, Mrs. X marries Sergeant Y, who is a tenant at 321 Broadway, USA. On March 1st, Sergeant Y receives orders to deploy in excess of 90 days. Those deployment orders give rise to Sergeant Y's right to terminate the lease at 321 Broadway, but Mrs. X has no SCRA right to terminate her lease on Main Street.

SCRA Lease Termination Procedure. In order to terminate the lease early under the SCRA, the tenant must provide to the lessor or the lessor's agent (a) written notice of intent to terminate the lease, and (b) a copy of the orders giving rise to the right to lease termination or verification by the commander of such orders. The SCRA defines military orders as follows:

Military orders. The term "military orders" with respect to a servicemember, means official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future duties. [50 U.S.C. 3955(i)(1)]

By Direction Authority. It is very common for military commanders to delegate some area of authority to a subordinate officer. The larger the command, the more prevalent is the practice. When a subordinate officer takes action under these circumstances, that officer is said to be acting "by direction" of the commanding officer. Such orders will generally indicate at the top of the page that they are from the commanding officer, but they will be signed at the bottom by the subordinate, along with the words "by direction," or sometimes just "by dir."

Although the SCRA itself makes no mention of *by direction authority*, and there is no appellate case addressing this issue, the likely answer is that a letter verifying the tenant's orders and signed by direction of the CO qualifies as "military orders" under the SCRA because (a) The SCRA definition of military orders requires that the verification be "from" the commander, not that it be "signed" by the CO; (b) military regulations authorize the delegation of authority and it is a common practice to do so; (c) the U.S. Supreme Court has long espoused the policy that the SCRA should be construed liberally in favor of those it is designed to protect; see e.g., LeMaister v Leffers 333 U.S. 1,6 (1948), and (d) the SCRA does not prohibit the use of by direction authority for orders verification. Nonetheless, the better practice is to provide orders or to have an actual commander sign a verification letter so as to avoid any excuse, however tenuous, for the landlord to claim noncompliance with the SCRA.

Effective Date of Lease Termination. When the SM terminates the lease pursuant to the SCRA, and rent is paid monthly, the lease (and the obligation to pay rent) end "30 days after the first date on which the next rental payment is due and payable after the date on which the notice [required by the SCRA] is given." Here's an example. Suppose the lease calls for the payment of monthly rent on the fifth day of each month. Sgt X provides the required termination notice on April 1st. The lease, and his obligation to pay rent, end 30 days after April 5th. In cases in which the rent is not paid monthly, the lease ends on the last day of the month following the month in which notice is provided.

Damages and Arrearages. The tenant is obligated to pay rent through the effective date of the lease termination, and no longer, regardless of how many months remain in the contractual lease period. The tenant must also pay any other contractually obligated charges on a prorated basis. Thus, for example, if the contract calls for the tenant to pay a monthly tax, or a utility bill, those fees must also be paid up through the date of lease termination. On the other hand, the SCRA specifically prohibits the landlord from imposing any charge whatsoever solely because the SM chose to exercise his rights under the SCRA. The enactment of this provision was probably a Congressional reaction to landlords seeking to circumvent the SCRA by providing tenants with an up-front rent concession which was forfeit if the tenant terminated the lease for any reason, including military orders. In fact, the Department of Justice has taken several enforcement actions against property managers who required tenants to forfeit up-front rent concessions when terminating the lease early for an SCRA protected reason. See, e.g. U.S. v Twin Creek Apartments, 8:18 CV 00428 (Dist. Nebraska, 11 Sep 2018); settlement required defendant to pay \$76,000 damages, repair victims' credit, and pay a \$20,000 civil penalty. See also, U.S. v United Communities, LLC, 3:18 CV 14355, (Dist. New Jersey, 27 Sep 2018); settlement required defendant to pay damages of \$45,000 (twice the amount forfeited by tenants) and to pay a civil penalty of \$17,500.

Landlords and property managers who violate the lease termination provisions of the SCRA may be compelled to pay attorney fees, court costs, restitution, and a civil penalty. Further, the knowing violation of this provision is a criminal offense punishable by a fine and up to a year imprisonment.

“Any person who knowingly seizes, holds, or detains the personal effects, security deposit, or other property of a servicemember or a servicemember’s dependent who lawfully terminates a lease covered by this section, or who knowingly interferes with the removal of such property from premises covered by such lease, for the purpose of subjecting or attempting to subject any of such property to a claim for rent accruing subsequent to the date of termination of such lease, or attempts to do so, shall be fined as provided in title 18, United States Code, or imprisoned for not more than one year, or both.” [50 U.S.C. 3955(d)]

Communications contracts

The SCRA provides service members with a right to terminate contracts for mobile telephone service, internet service, and cable television service when the member is directed to relocate for a period in excess of 90 days to a location “that does not support the contract” (50 U.S.C. 3956).

The SM may terminate the contract by giving the service provider written or electronic notice to terminate that states the date that service is to cease, and a copy of the to the military orders that give rise to the right to terminate. If the relocation period is for three years or less, the SM has the right to retain the mobile phone number and to re-subscribe to the service during the 90 day period beginning the last day of the relocation. If family members are also on the mobile

phone service contract, and they relocate with the SM, they can also terminate their mobile phone service.

The service provider is prohibited from charging any early termination penalties or charges, nor may the service provider charge any re-subscription charges if the SM re-subscribes within the 90 day period following the relocation.

The SM must return any provider owned equipment, such as routers or cable modems, not later than 10 days after service is disconnected. If the SM has made any advance payments, they must be returned to him within 60 days of the date of service termination.

Enforcement of Storage Liens

There are several situations in which a third party has certain rights, called a lien, in property owned by another. For example, the auto mechanic may have certain rights to keep and sell your vehicle if you fail to pay the repair bill. The company at which you store household goods may have a similar right. These rights may be established by law or contract and usually give the lien holder the ability to keep and sell property of another who defaults in some way. Ordinarily, while there is generally some statutorily required notice, there is no requirement for the lien holder to obtain a court order prior to sale. However, the SCRA prohibits the enforcement of certain liens through sale unless a court order is first obtained (50 U.S.C. 3957).

This requirement to obtain a court order applies to any lien “for storage, repair, or cleaning or property or effects of a service member or a lien on such property or effects for any other reason.” The prohibition on non-judicial lien enforcement extends through military service and 90 days thereafter. Violators may be required to pay court costs, attorney fees, damages, and a civil penalty. In addition, the knowing violation of this section is a crime punishable by a fine and up to one year imprisonment.

Does this section cover the repossession and sale of a motor vehicle due to the SM’s default in payment? The answer is not clear. On the one hand, the text of the statute is quite broad, covering liens for storage, repair, or cleaning or “for any other reason.” On the other hand, at least one federal court has held that only SCRA section 3952 applies (requiring a court order only where seizure and sale enforces a *pre-service* auto finance contract). Whigham v Chace Auto Finance Corp. 826 F. Supp 2d 914 (E. Dist. Virginia 5 Oct 2011). The court reasoned that section 3952 specifically addresses auto finance contracts and, in those cases, should take precedence over the more broadly worded section 3957, which covers all other liens.

Tax residence

The SCRA also helps to determine which state is authorized to impose taxes on a service member. The general rule is that the SM neither loses nor gains tax residency or domicile simply by following military orders to move (50 U.S. C. 4001). Consider the following: LCpl X is assigned to state A and thereafter executes military orders to state B. If he was already a bona

bona fide resident of state A, he doesn't lose his tax home in state A because he followed orders to go to state B; nor can state B impose its income tax on the SM simply because he was ordered to go there. The determination of tax residence is not based on military travel orders; but rather on an analysis of the connections that the member has to a state, such as:

Presence / absence in the state

Intent to make the state the permanent home, as indicated by such matters as:

Registering to vote in the state

Motor vehicle registration in the state

Purchase / ownership of real estate in the state

Preparing a will indicating residence in the state

On 31 December 2018, the SCRA was amended to provide similar protections for the spouse of a SM. Like the SM, the spouse of a SM neither acquires nor loses tax residence by accompanying the SM on military orders.

Personal property (including motor vehicles) of the SM or spouse may not be subject to property tax in the jurisdiction simply because the SM was ordered to go there. Again, whether personal property tax can be imposed is based on whether the property owner is a bona fide resident, not on compliance with military travel orders. However, as an exception, personal property used by the SM or spouse in a trade or business, and located within the state, may be taxed by that state regardless of tax residence of the property owner. Note also that some jurisdictions charge a "road use" tax, which arguably may be imposed on non-resident service members because it is not a tax on income or personal property but rather, on the use of the state's roadways.

Waiver

Service members may give up, or waive, all or some rights they have under the SCRA. However, to be valid, the waiver must meet all the statutory requirements. The waiver must be:

- in writing;
- signed by SM during or after his period of military service;
- an instrument separate from the obligation or liability to which it applies; i.e., the waiver must be in a document separate from the lease;
- specify the legal instrument to which it applies; and
- be in at least 12 point type.

If the SM is not a party to the waiver, the waiver must identify the SM concerned.
[50 U.S.C. 3918]

Enforcement

Rights under the SCRA may be enforced by the United States Attorney General (50 U.S.C. 4041) or through private civil suit (50 U.S.C. 4042).

The attorney general can initiate a federal lawsuit against a person or entity violating the SCRA and the court may order the violator to take or refrain from taking various actions, to pay monetary damages, and to pay a civil penalty. In practice, SCRA enforcement lawsuits initiated by the U.S. Department of Justice do not result in trial; rather, the cases are settled, with the perpetrator agreeing to refrain from further illegal action, to take corrective action to prevent further violations, to pay restitution to aggrieved persons, and to pay a penalty. Individual complaints to the DoJ are highly encouraged and may result in DoJ investigation of an offending company and the initiation of an enforcement lawsuit. Often, when an individual complaint triggers an investigation, the DoJ learns of many other victims as well. The DoJ Servicemember and Veteran's Outreach program complaints on line at: <https://www.justice.gov/servicemembers>. Further, the knowing violation of many of the SCRA protections is a crime punishable by a fine and up to a year imprisonment.

Aggrieved parties can also initiate a lawsuit to enforce their SCRA rights and a judge may award the plaintiff monetary damages, court costs, and attorney fees. The court may also direct declaratory relief; i.e., ordering the violator to take or refrain from taking certain actions.

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