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1 This Stipulation for Entry of Final Judgment on Consent (“Consent Judgment”) is entered
2 into by and between, the People of the State of California (the “People”) and U-Haul Co. of
3 California (“UHC”). The People and UHC have agreed to settle this matter without further
4 litigation on the terms set forth below.

5 INTRODUCTION

6 On July 27, 2006, the People filed the initial Complaint in this matter naming as
7 defendants UHC and Does 1-100. The People alleged violations of, *inter alia*, Chapters 6.5 and
8 6.95 of Division 20 of the California Health and Safety Code and the regulations promulgated
9 thereunder, California Fish and Game Code section 5650, and California Business and
10 Professions Code section 17200, *et seq.*, in connection with the operations of UHC’s facilities in
11 California. Concurrently, with the filing of the initial Complaint, the People and UHC filed a
12 Stipulation for Entry of a Preliminary Injunction. This Court entered a Preliminary Injunction
13 Order on July 27, 2006, and a Corrected Preliminary Injunction Order on August 1, 2006.

14 On October 13, 2006, the People filed a First Amended Complaint naming as additional
15 defendants U-Haul International, Inc. (“UHI”) and AMERCO. AMERCO filed a motion to
16 quash service of the summons and First Amended Complaint on jurisdictional grounds. On
17 April 2, 2008, pursuant to the Stipulation of the People and AMERCO, the Court dismissed,
18 without prejudice, AMERCO as a party to this action. AMERCO, UHI, and the People have
19 entered into a separate stipulation for dismissal with prejudice of the People’s claims.

20 During the course of the litigation, representatives of the People and UHC have engaged
21 in settlement discussions. The People and UHC (collectively “the Parties”) have now agreed to
22 settle this matter without further litigation pursuant to the terms of this Consent Judgment for
23 purposes of furthering the public interest.

24 FINAL JUDGMENT INCLUDING INJUNCTION PURSUANT TO 25 STIPULATION

26 A. JURISDICTION

27 1. The People and UHC stipulate and agree that the Superior Court of the State of
28 California, County of Alameda (the “Court”), has subject matter jurisdiction over the matters

1 alleged in the First Amended Complaint and personal jurisdiction over each of them.

2 UHC waives its right to a hearing and appeal in this matter.

3 **B. SETTLEMENT OF DISPUTED CLAIMS**

4 1. The People and UHC enter into this Consent Judgment pursuant to a compromise
5 and settlement of disputed claims for purposes of furthering the public interest. The People
6 believe that the resolution embodied in this Consent Judgment is fair and reasonable and fulfills
7 the People's enforcement objectives; that except as provided in this Consent Judgment, no
8 further action is warranted concerning the allegations contained in the First Amended Complaint;
9 and that entry of this Consent Judgment is in the best interest of the public. UHC agrees that this
10 Consent Judgment is a fair and reasonable resolution of the matters alleged in the First Amended
11 Complaint. This Consent Judgment is not an admission by UHC regarding any issue of law or
12 fact in this action or of any violation of law, as alleged in the First Amended Complaint.

13 **C. DEFINITIONS**

14 Except where otherwise expressly defined herein, all terms in this Consent Judgment
15 shall be interpreted consistent with Chapters 6.5 and 6.95 of Division 20 of the California Health
16 and Safety Code and the regulations promulgated under these chapters.

17 1. "UHC Covered Facilities" means the UHC facilities in the State of California that
18 fall within definitions C. 7 and C. 8.

19 2. "Certified Unified Program Agency" or "CUPA" is the agency certified by the
20 California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of the
21 California Health and Safety Code and California Code of Regulations, Title 27, to implement
22 certain State of California environmental programs within the local agency's jurisdiction and as
23 defined in California Health and Safety Code section 25501(g)(1). As used in this Consent
24 Judgment, "CUPA" includes any local agency that has been designated by the CUPA to
25 administer Chapters 6.5 and 6.95 of the California Health and Safety Code.

26 3. "Hazardous Materials Business Plan," ("HMBP") as used herein, means a plan
27 which meets the requirements of California Health and Safety Code section 25504.

28 4. "Hazardous Material," as used herein, means "hazardous material" as that term is

1 used in California Health and Safety Code section 25501(o).

2 5. "Hazardous Waste," as used herein, shall have the definition as provided for in
3 California Health and Safety Code section 25117.

4 6. "Hazardous Waste Management," and "management" as used herein, shall have
5 the definition as provided for in California Health and Safety Code section 25117.2.

6 7. "UHC HMBP Regulated Facility," as used herein, means a facility owned or
7 operated by UHC, which is regulated pursuant to Chapter 6.95 of the California Health and
8 Safety Code and its implementing regulations.

9 8. "UHC Hazardous Waste Generator Facility" means a facility owned or operated
10 by UHC which is regulated pursuant to Chapter 6.5 of the California Health and Safety Code and
11 its implementing regulations.

12 9. "Or" shall be interpreted to include the conjunctive and disjunctive.

13 10. "Notice of Violation" or "NOV" shall mean a formal Notice of Violation or other
14 written advisement by the CUPA which clearly indicates that there has been a violation of the
15 law.

16 11. "Multiple Violation(s)" shall mean an NOV that is issued more than three times in
17 a calendar year at the same facility for the same violation.

18 **D. SETTLEMENT PAYMENT AND COSTS**

19 UHC is liable for a total of \$2,500,000, to be allocated and paid as set forth herein. UHC
20 shall deliver all payments required under this Consent Judgment by cashier's check(s) to the
21 California Department of Justice, Office of the Attorney General, attention Margarita Padilla,
22 Supervising Deputy Attorney General, for distribution pursuant to the terms of this Consent
23 Judgment.

24 **1. SETTLEMENT PAYMENT AND REIMBURSEMENT OF COSTS OF**
25 **INVESTIGATION AND ENFORCEMENT**

26 1.1 Within thirty (30) calendar days of entry of the Court's Order approving of this
27 Consent Judgment, UHC shall pay \$2,000,000 as its Settlement Payment, in accordance with the
28 terms set forth in Attachments A and B hereto, each of which is incorporated by this reference.

1 The check for the Settlement Payment shall be made payable to the "California Department of
2 Justice," as payment administrator, for distribution of the Settlement Payment in accordance with
3 the terms set forth in Attachments A and B, incorporated into this Consent Judgment. The check
4 for the Settlement Payment shall bear the name of this case and court number.

5 **2. CREDIT**

6 Against UHC's total liability of \$2,500,000, as set forth in Paragraph D, UHC shall be
7 credited \$500,000 for actions that UHC has taken, and will continue to implement, in connection
8 with its Environmental Health and Safety Program that are above and beyond that required to be
9 in compliance with Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety
10 Code.

11 **3. LATE PAYMENTS**

12 UHC shall be and is hereby deemed liable for \$1,000 per day for the first seven days that
13 a payment required pursuant to this Consent Judgment is late. If the payment is more than seven
14 days late, beginning on the eighth day the payment is late, UHC shall be and is hereby deemed
15 liable for \$5,000 per day for each additional day the required payment is late.

16 **E. INJUNCTIVE RELIEF**

17 Upon entry of this Consent Judgment, the Court vacates the Corrected Preliminary
18 Injunction Order of August 1, 2006, and issues this Consent Judgment upon the terms set forth
19 below.

20 **1. GENERAL INJUNCTIVE PROVISIONS**

21 UHC shall be, and is hereby enjoined, subject to this Consent Judgment as follows:

22 1.1 Pursuant to the provisions of California Health and Safety Code sections 25181,
23 25184, 25516, 25516.2, California Business and Professions Code section 17203, and California
24 Fish and Game Code section 5650.1(f), and subject to the provisions of this Consent Judgment,
25 UHC shall comply with Chapters 6.5 and 6.95 of Division 20 of the California Health and Safety
26 Code, Article 1 of Chapter 2 of Division 6 of the California Fish and Game Code, and the
27 regulations promulgated under these chapters at, and in connection with the operations of, the
28 UHC HMBP Regulated Facilities and UHC Hazardous Waste Generator Facilities. Failure to

1 comply with the specific injunctive provisions that follow may subject UHC to the enforcement
2 provisions set forth below.

3 **2. SPECIFIC INJUNCTIVE PROVISIONS**

4 **HMBP REGULATED FACILITIES**

5 2.1 Within thirty (30) calendar days of the entry of this Consent Judgment, UHC shall
6 provide the People with a list which includes every UHC HMBP Regulated Facility currently in
7 operation in the State of California. Such list shall include the name and address of each facility,
8 as well as the date(s) of the most recent submittal of the HMBP and annual hazardous materials
9 inventory form or certification statement sent to the appropriate CUPA.

10 2.2 For each UHC HMBP Regulated Facility, UHC shall maintain, implement and
11 timely submit a HMBP and annual updates, as required in accordance with California Health and
12 Safety Code, Division 20, Chapter 6.95 sections 25503.5, 25504, 25505, 25510, and California
13 Code of Regulations, Title 19, section 2729, and California Code of Regulations, Title 19,
14 section 2732 and California Code of Regulations, Title 8, section 5194(h).

15 2.3 If after the entry of this Consent Judgment, UHC establishes new facilities
16 regulated under California Health and Safety Code, Division 20, Chapter 6.95, UHC shall inform
17 the People in writing no later than thirty (30) calendar days following the commencement of
18 operations of each such new facility.

19 2.4 For each UHC HMBP Regulated Facility, UHC shall comply with employee
20 training obligations as required by Health and Safety Code section 25504(c), California Code of
21 Regulations, Title 19, section 2732, and California Code of Regulations, Title 8, section 5194(h).
22 Such employee training shall notify UHC employees of the existence of this Consent Judgment
23 and the ramifications for failure to comply with this Consent Judgment at the first training of
24 each employee following entry of the Consent Judgment.

25 2.5 UHC shall immediately report any release or threatened release of a hazardous
26 material or hazardous waste at or from a UHC Hazardous Waste Generator Facility or UHC
27 HMBP Regulated Facility as required by California Health and Safety Code section 25507 and
28 California Code of Regulations, Title 19, sections 2703 and 2705.

1 **3. HAZARDOUS WASTE FACILITIES**

2 3.1 Within thirty (30) calendar days of the entry of this Consent Judgment, UHC shall
3 provide the People with a list which includes every UHC Hazardous Waste Generator Facility it
4 currently owns or operates in California. Such list shall include the name and address of each
5 facility.

6 3.2 Within thirty (30) calendar days of the entry of this Consent Judgment, UHC shall
7 provide the People with a list which identifies the "UHC Hazardous Waste Facilities" listed in
8 UHC's response #3 to the Preliminary Injunction Order that have since August 15, 2006, ceased
9 generating or accumulating hazardous waste.

10 3.3 If after the entry of this Consent Judgment, UHC establishes a new facility
11 regulated under California Health and Safety Code, Division 20, Chapter 6.5, UHC shall inform
12 the People in writing no later than thirty (30) calendar days following the commencement of
13 operations of the new facility and UHC shall provide the People with the address of the new
14 facility and when it commenced generating or accumulating hazardous waste.

15 3.4 Within thirty (30) calendar days from the entry of this Consent Judgment, UHC
16 shall ensure that each UHC Hazardous Waste Generator Facility has a proper EPA Identification
17 Number ("EPA ID number") as required by California Code of Regulations, Title 22, section
18 66262.12. Each facility will use a single EPA ID number in its HMBPs and on manifests for
19 hazardous waste generated by UHC. UHC will request that any additional EPA ID numbers be
20 deactivated and provide copies of such requests to the People.

21 3.5 UHC shall comply with the employee training requirements as mandated by
22 California Code of Regulations, Title 22, section 66265.16 and California Code of Regulations,
23 Title 8, section 5194(h), pertaining to the management of hazardous waste. UHC shall maintain
24 employee training records, as required by law above.

25 3.6 At each UHC Hazardous Waste Generator Facility, UHC shall manage containers
26 of hazardous waste in accordance with the provisions of California Code of Regulations, Title
27 22, section 66262.34 and 66265.173.

28 3.7 UHC shall conduct weekly inspections of hazardous waste storage areas at each

1 UHC Hazardous Waste Generator Facility, as required by California Code of Regulations, Title
2 22, section 66265.174.

3 3.8 UHC shall properly and timely dispose of accumulated hazardous waste(s) at each
4 UHC Hazardous Waste Generator Facility as required by California Code of Regulations, Title
5 22, section 66262.34.

6 3.9 UHC shall comply with all record-keeping requirements of California Code of
7 Regulations, Title 22, section 66262.40 for each UHC Hazardous Waste Generator Facility.

8 3.10 UHC shall properly prepare, process and maintain copies of all hazardous waste
9 manifests in accordance with California Code of Regulations, Title, 22, including, sections
10 66262.20, 66262.23, and 66262.40(a).

11 3.11 UHC shall not transport hazardous waste unless it has complied with the
12 provisions of California Code of Regulations, Title 22, sections 66262.30, 66262.31, 66262.32,
13 and 66262.33.

14 3.12 UHC shall not transport hazardous waste unless such transport is by a properly
15 licensed and registered hauler of hazardous waste, as required by Health and Safety Code section
16 25163.

17 3.13 For each UHC Hazardous Waste Generator Facility which ceases generating or
18 accumulating hazardous waste, UHC shall notify the People in writing within thirty (30) calendar
19 days from the date UHC last generated hazardous waste at such facility.

20 **4. COMPLIANCE WITH CALIFORNIA FISH AND GAME CODE AND OTHER**
21 **LAWS**

22 4.1 Within thirty (30) calendar days of the entry of this Consent Judgment, UHC shall
23 provide the People with a list which includes all UHC HMBP Regulated Facilities and the UHC
24 Hazardous Waste Generator Facilities which engage in the rinsing or washing of vehicles.

25 4.2 UHC shall comply with the applicable requirements of California Fish and Game
26 Code section 5650.

27 **5. ENVIRONMENTAL COORDINATOR**

28 5.1 UHC shall employ at all times during the term of this Consent Judgment a

1 corporate officer or employee knowledgeable in applicable California environmental laws that
2 are the subject of the First Amended Complaint, as an "Environmental Coordinator." The
3 Environmental Coordinator's responsibility shall be to oversee UHC's compliance with the
4 injunctive terms of this Consent Judgment. The duties of the Environmental Coordinator shall
5 include, collecting and maintaining copies of all NOV's issued or performed by the CUPAs
6 relating to UHC's Covered Facilities during the term of the injunctive provisions of this Consent
7 Judgment, and to otherwise oversee UHC's compliance program.

8 Beginning in 2010, and continuing for as long as the injunctive provisions set forth in the
9 Consent Judgment are in effect, UHC's Environmental Coordinator shall submit to the Court,
10 within seven (7) business days of January 30th, with a copy to the People, an annual status report
11 which includes the following: a) a description of UHC's program for compliance with the terms
12 of the injunctive provisions of this Consent Judgment; b) an explanation of any material change
13 made to the compliance program in the preceding year; c) a copy of all NOV's issued to UHC for
14 any UHC Covered Facility; d) an explanation of actions taken in response to such NOV's and; e)
15 a list of penalties paid by, or on behalf of, UHC with respect to such NOV's. Each such annual
16 report shall be signed by UHC's Environmental Coordinator under penalty of perjury.

17 **F. FORCE MAJEURE**

18 1. Any event (which may include an act or omission) that is beyond UHC's control
19 and that prevents UHC from timely performing its obligations under this Consent Judgment is a
20 Force Majeure event. In the event the parties agree, or the Court finds, that a Force Majeure
21 event has occurred, UHC's compliance with the applicable provisions of this Consent Judgment
22 shall be excused. UHC shall exercise reasonable efforts to address the effects of any potential
23 Force Majeure event (1) as it is occurring and (2) following the Force Majeure event, such that
24 the delay is minimized. Force Majeure does not include UHC's financial inability to fund or
25 failure to complete any activity if such inability or failure could have been avoided by UHC's
26 compliance with preventative requirements imposed by any applicable law.

27 **G. ENFORCEMENT OF CONSENT JUDGMENT**

28 1. The People have the right to enforce this Consent Judgment as provided herein

1 and pursuant to applicable law.

2 2. Before pursuing any action to enforce any of the terms of this Consent Judgment,
3 the People shall meet and confer with UHC in a good faith attempt to resolve the issue without
4 judicial intervention. To ensure that the meet and confer process is as productive as possible, the
5 People will identify at least ten (10) days in advance of the meet and confer, as specifically as the
6 available information allows, the grounds for its motion and the actions that the People believe
7 UHC must take to remedy its non-compliance and the specific relief, if any, sought by the
8 People.

9 3. Notwithstanding Paragraph G.1, with respect to the following provisions only, the
10 People may move to judicially enforce the terms of the Consent Judgment for violations of
11 Paragraphs E. 2.2, 2.4, 2.5, 3.5-3.12 and 4.2 only in the following circumstances as set forth in a)
12 through d) below. Provided however, the People shall have the right to seek injunctive relief to
13 require the performance of the obligations contained in Paragraphs E. 2.1, 2.3, 3.1, 3.2, 3.3, 3.4,
14 3.13, 4.1, and 5.1.

15 a) For violations of these specific injunctive terms subject to a cure, which UHC
16 fails to cure within such time period as may be provided by a local enforcement agency, or if no
17 time is specified for cure in the NOV, within thirty (30) days of the date of the NOV;

18 b) For Multiple Violations of these specific injunctive provisions, as Multiple
19 Violations are defined in Paragraph C.11;

20 c) For violations of these specific injunctive provisions which are not subject to a
21 cure, only in the event such violation is a Multiple Violation, as defined in Paragraph C.11 of this
22 Consent Judgment; and

23 d) For alleged violations associated with the transportation of hazardous waste as
24 specifically set forth in Paragraph E.3.12.

25 4. UHC reserves all rights to oppose any motion brought by the People to enforce
26 any provisions of the Consent Judgment, including but not limited to its ability to assert that it is
27 not liable for the alleged violation due to Force Majeure.

1 **H. EFFECT OF CONSENT JUDGMENT**

2 1. Except as expressly provided in this Consent Judgment, nothing herein is intended,
3 nor shall it be construed, to preclude the People, or any state, county, or local agency, department,
4 board or entity, or any CUPA, from exercising its authority under any law, statute, or regulation.

5 **I. MATTERS COVERED AND RESERVED CLAIMS**

6 1. This Consent Judgment is a final and binding resolution and settlement of all
7 claims, violations, and causes of action alleged by the People against UHC in the First Amended
8 Complaint through the date of entry of this Consent Judgment and of all claims, violations, or
9 causes of action, which could have been asserted by the People based on the allegations that are
10 the subject of the First Amended Complaint, against UHC its officers, employees, agents, and
11 attorneys. The matters described in the previous sentence are "Covered Matters." The People
12 reserve the right to pursue any claim, violation, or cause of action that is not a Covered Matter
13 ("Reserved Claims"). Claims, violations, or causes of action against independent contractors of
14 UHC, if any, are not resolved by this Consent Judgment.

15 2. Any claims, violations, or causes of action that are not based on the allegations of
16 the First Amended Complaint against UHC, including but not limited to any alleged violations
17 that occurred after the date of entry of this Consent Judgment, are not resolved, settled, or
18 covered by this Consent Judgment.

19 3. Notwithstanding any other provision of this Consent Judgment, Reserved Claims
20 include any claims or causes of action for: a) performance of cleanup, corrective action,
21 response, or cost recovery actions concerning or arising out of actual past or future releases,
22 spills, leaks, discharges or disposal of hazardous materials, hazardous wastes, and/or hazardous
23 substances; and b) claims or causes of action relating to the disposal of hazardous materials,
24 hazardous wastes, and/or hazardous substances, by UHC, where such disposal is unknown to the
25 People as of the date of entry of this Consent Judgment.

26 4. In any subsequent action that may be brought in the name of the People based on
27 any Reserved Claim(s), UHC agrees that it will not assert that the failure to pursue the Reserved
28 Claims as part of this action constitutes claim-splitting, laches or is otherwise inequitable

1 because of this asserted failure. This Paragraph does not bar UHC from asserting any statute of
2 limitations that may be applicable to any Reserved Claims or any other defense.

3 5. The provisions of Paragraph I are effective on the date the Settlement Payment,
4 specified in Paragraph D, is paid.

5 6. Paragraph I, sections 1-5, shall not bar the People's right to enforce the terms of
6 the Consent Judgment.

7 7. UHC covenants not to pursue any civil or administrative claims against the People
8 or against any governmental unit of the State of California, any counties in the State of
9 California or any CUPA, or against their officers, employees, representatives, agents or
10 attorneys, for actions taken against UHC arising out of or related to Covered Matters.

11 **J. NOTICE**

12 1. All submissions and notices required by this Consent Judgment shall be sent to:

13 a. For Plaintiff:

14 Margarita Padilla
15 Supervising Deputy Attorney General
16 Kirk McInnis
17 Deputy Attorney General
18 Office of the Attorney General
19 1515 Clay Street, 20th Floor
20 P.O. Box 70550
21 Oakland, California 94612-0550
22 Margarita.Padilla@doj.ca.gov
23 Kirk.McInnis@doj.ca.gov

24 Jeffrey W. Holtzman
25 Deputy District Attorney
26 Office of the Sonoma County District Attorney
27 Environmental and Consumer Law Division
28 2300 County Center Dr., Suite B 170
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3 Office of the Riverside County District Attorney
4 4075 Main Street, 1st Floor
5 Riverside, CA 92501
6 Sweissman@RivCoDA.org

7 a. For UHC :

8 James J. Dragna
9 Bingham McCutchen LLP
10 355 South Grand Avenue
11 Suite 4400
12 Los Angeles, CA 90071
13 Jim.Dragna@bingham.com

14 General Counsel
15 c/o U-Haul International, Inc. Legal Department
16 2721 N. Central Avenue, 5th Floor
17 Phoenix, AZ 85004

18 Any party may change its notice and name and address by informing the other parties in
19 writing by certified mail. The change shall be effective upon receipt of the certified mail.

20 All notices and communications required or permitted under this Consent Judgment that
21 are properly addressed as provided in this section are effective upon delivery if delivered
22 personally or by overnight delivery, or are effective five (5) days following deposit in the United
23 States mail, postage prepaid if delivered by mail, or are effective the next court day that
24 electronic mail is sent before 5 p.m. (PST) to the electronic mail addresses of the designated
25 recipient for notice concurrent with sending the notice by United States mail.

26 **K. NECESSITY FOR WRITTEN APPROVALS**

27 1. All notices, approvals and decisions of the People under the terms of this Consent
28 Judgment shall be communicated to UHC in writing. No oral advice, guidance, suggestions, or
comments by employees or officials of the People regarding submissions or notices shall be
construed to relieve UHC of its obligations to obtain any final written approval required by this
Consent Judgment.

L. NO LIABILITY OF THE PEOPLE

1. The People shall not be liable for any injury or damage to persons or property

1 resulting from acts or omissions by UHC or their respective officers, directors, employees,
2 agents, representatives, contractors, successors, or assigns, in carrying out activities pursuant to
3 this Consent Judgment, nor shall the People be held as a party to or guarantor of any contract
4 entered into by UHC or their respective officers, directors, employees, agents, representatives,
5 contractors, successors, or assigns, in carrying out the requirements of this Consent Judgment.

6 **M. NO WAIVER OF RIGHT TO ENFORCE**

7 1. The failure of the People to enforce any provision of this Consent Judgment shall
8 neither be deemed a waiver of such provision, nor in any way affect the validity of this Consent
9 Judgment. The failure of the People to enforce any such provision shall not preclude it from
10 later enforcing the same or other provisions of the Consent Judgment. No oral advice, guidance,
11 suggestions, or comments by employees or officials of the People or UHC, or people or entities
12 acting on behalf of UHC, regarding matters covered in this Consent Judgment shall be construed
13 to relieve UHC of its obligations under this Consent Judgment.

14 **N. REGULATORY CHANGES**

15 1. Nothing in this Consent Judgment shall excuse UHC from meeting any more
16 stringent requirements that may be imposed by changes in applicable law.

17 **O. APPLICATION OF CONSENT JUDGMENT**

18 1. This Consent Judgment shall apply to and be binding upon the People and upon
19 UHC, and upon its successors and assigns.

20 **P. AUTHORITY TO ENTER INTO STIPULATION**

21 1. Each signatory to the Consent Judgment certifies that he or she is fully authorized
22 by the party he or she represents to enter into this Consent Judgment, to execute it on behalf of
23 the party represented and to legally bind that party.

24 **Q. CONTINUING JURISDICTION**

25 1. The signatories to this Consent Judgment agree that this Court has continuing
26 jurisdiction to interpret and enforce this Consent Judgment. The Court shall retain continuing
27 jurisdiction to enforce the terms of the Consent Judgment and to address any other matters
28 arising out of or regarding this Consent Judgment. Except for matters addressed in Paragraphs D

1 and G, any party filing a motion relating to this Consent Judgment shall provide at least fourteen
2 (14) days written notice to the affected parties and all parties to the matter shall promptly meet
3 and confer and negotiate in good faith in an effort to resolve any dispute without judicial
4 intervention.

5 **R. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

6 1. Upon reasonable notice and subject to all of the defenses UHC would have to a
7 request for documents made by subpoenas or other formal legal process or discovery, UHC shall
8 permit any duly authorized representative of the People to inspect and copy UHC's records and
9 documents to determine whether UHC is in compliance with the terms of this Consent Judgment.
10 Nothing in this Paragraph is intended to require access to or production of any privileged
11 documents.

12 **S. PAYMENT OF LITIGATION EXPENSES AND FEES**

13 1. UHC shall pay its own attorneys fees, expert witness fees and costs and all other
14 costs of litigation and investigation incurred by UHC in connection with this matter.

15 **T. INTERPRETATION OF CONSENT JUDGMENT**

16 1. This Consent Judgment was drafted equally by the signatories hereto. The
17 signatories agree that the rule of construction holding that ambiguity is construed against the
18 drafting party shall not apply to the interpretation of this Consent Judgment.

19 **U. COUNTERPART SIGNATURES**

20 1. This Consent Judgment may be executed in counterpart signatures.

21 **V. INTEGRATION**

22 1. This Consent Judgment constitutes the entire agreement between the People and
23 UHC and may not be amended or supplemented except as provided for in the Consent Judgment.

24 **W. MODIFICATION OF CONSENT JUDGMENT**

25 1. This Consent Judgment may be modified only by the Court or upon written
26 consent by the parties and the written approval of the Court.

27 **X. TERMINATION OF PERMANENT INJUNCTION**

28 1. After this Consent Judgment has been in effect for five (5) years from the date of

1 entry of the Consent Judgment, and provided that UHC has paid any and all amounts due under
2 this Consent Judgment, this Consent Judgment shall terminate. If the People believe that UHC is
3 not in substantial compliance with the injunctive provisions of this Consent Judgment, the People
4 must bring a noticed motion, no earlier than ninety (90) days prior to the date of termination,
5 requesting that the injunctive provisions remain in effect and the People must specify how much
6 longer they seek to have the injunctive provisions remain in effect. The injunctive provisions
7 will terminate unless the People can demonstrate by a preponderance of the evidence that UHC
8 is not in substantial compliance with the injunctive terms of this Consent Judgment. If the Court
9 determines that UHC is not in substantial compliance with the injunctive provisions of this
10 Consent Judgment, the Court may extend the length of the injunction until UHC can demonstrate
11 that it is in substantial compliance with the injunctive provisions of this Consent Judgment, at
12 which time the injunctive provisions contained in this Consent Judgment shall terminate.

13 **IT IS SO STIPULATED**

14 DATED: _____ Edmund G. Brown Jr., Attorney General
15 OFFICE OF THE CALIFORNIA ATTORNEY
16 GENERAL
17 By: _____
18 Margarita Padilla
19 Supervising Deputy Attorney General
20 Kirk McInnis
21 Susan Austin
22 Deputy Attorneys General

23 DATED: _____ Stephan R. Passalacqua
24 DISTRICT ATTORNEY OF THE COUNTY OF
25 SONOMA
26 By: _____
27 Jeffrey W. Holtzman, Deputy District Attorney

28 DATED: _____ Thomas J. Orloff
DISTRICT ATTORNEY OF THE COUNTY OF
ALAMEDA
By: _____
Kenneth A. Mifsud, Deputy District Attorney

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2 this Consent Judgment, this Consent Judgment shall terminate. If the People believe that UHC is
3 not in substantial compliance with the injunctive provisions of this Consent Judgment, the People
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8 is not in substantial compliance with the injunctive terms of this Consent Judgment. If the Court
9 determines that UHC is not in substantial compliance with the injunctive provisions of this
10 Consent Judgment, the Court may extend the length of the injunction until UHC can demonstrate
11 that it is in substantial compliance with the injunctive provisions of this Consent Judgment, at
12 which time the injunctive provisions contained in this Consent Judgment shall terminate.

13 **IT IS SO STIPULATED**

14 DATED: August 19, 2009

Edmund G. Brown Jr., Attorney General
OFFICE OF THE CALIFORNIA ATTORNEY
GENERAL

15
16 By: [Signature]
Margarita Padilla
17 Supervising Deputy Attorney General
18 Kirk McInnis
19 Susan Austin
Deputy Attorneys General

20 DATED: AUGUST 17, 2009

Stephan R. Passalacqua
DISTRICT ATTORNEY OF THE COUNTY OF
SONOMA

21
22 By: [Signature]
Jeffrey W. Holtzman, Deputy District Attorney

24 DATED: _____

Thomas J. Orloff
DISTRICT ATTORNEY OF THE COUNTY OF
ALAMEDA

25
26 By: _____
Kenneth A. Mifsud, Deputy District Attorney

1 entry of the Consent Judgment, and provided that UHC has paid any and all amounts due under
2 this Consent Judgment, this Consent Judgment shall terminate. If the People believe that UHC is
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5 requesting that the injunctive provisions remain in effect and the People must specify how much
6 longer they seek to have the injunctive provisions remain in effect. The injunctive provisions
7 will terminate unless the People can demonstrate by a preponderance of the evidence that UHC
8 is not in substantial compliance with the injunctive terms of this Consent Judgment. If the Court
9 determines that UHC is not in substantial compliance with the injunctive provisions of this
10 Consent Judgment, the Court may extend the length of the injunction until UHC can demonstrate
11 that it is in substantial compliance with the injunctive provisions of this Consent Judgment, at
12 which time the injunctive provisions contained in this Consent Judgment shall terminate.

13 **IT IS SO STIPULATED**

14 DATED: _____

Edmund G. Brown Jr., Attorney General
OFFICE OF THE CALIFORNIA ATTORNEY
GENERAL

16 By: _____

Margarita Padilla
Supervising Deputy Attorney General
Kirk McInnis
Susan Austin
Deputy Attorneys General

20 DATED: _____

Stephan R. Passalacqua
DISTRICT ATTORNEY OF THE COUNTY OF
SONOMA

22 By: _____

Jeffrey W. Holtzman, Deputy District Attorney

24 DATED: 8-13-09

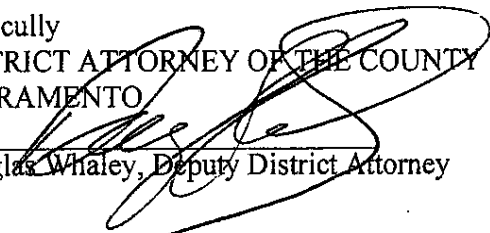
Thomas J. Orloff
DISTRICT ATTORNEY OF THE COUNTY OF
ALAMEDA

26 By: _____

Kenneth A. Mifsud, Deputy District Attorney

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DATED: 8/17/09

Jan Scully
DISTRICT ATTORNEY OF THE COUNTY OF
SACRAMENTO
By: 
Douglas Whaley, Deputy District Attorney

DATED: _____

James P. Willett
DISTRICT ATTORNEY OF THE COUNTY OF
SAN JOAQUIN
By: _____
David J. Irely, Supervising Deputy District Attorney
Celeste Kaisch, Deputy District Attorney

DATED: _____

David Paulson
DISTRICT ATTORNEY OF THE COUNTY OF
SOLANO
By: _____
Dani Jo Handell, Deputy District Attorney

DATED: _____

Kamala Harris
DISTRICT ATTORNEY OF THE CITY AND
COUNTY OF SAN FRANCISCO
By: _____
June Cravett, Assistant District Attorney
Evan H. Ackiron, Assistant District Attorney

DATED: _____

Dolores A. Carr
DISTRICT ATTORNEY OF THE COUNTY OF
SANTA CLARA
By: _____
Kenneth Rosenblatt
Supervising Deputy District Attorney

DATED: _____

Rod Pacheco
DISTRICT ATTORNEY OF THE COUNTY OF
RIVERSIDE
By: _____
Stephanie Weissman
Supervising Deputy District Attorney

Attorneys for Plaintiff, The People of the State of
California

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DATED: _____

Jan Scully
DISTRICT ATTORNEY OF THE COUNTY OF
SACRAMENTO

By: _____
Douglas Whaley, Deputy District Attorney

DATED: 8/14/09

James P. Willett
DISTRICT ATTORNEY OF THE COUNTY OF
SAN JOAQUIN

By: Celeste Kaisch
David J. Irej, Supervising Deputy District Attorney
Celeste Kaisch, Deputy District Attorney

DATED: _____

David Paulson
DISTRICT ATTORNEY OF THE COUNTY OF
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Dani Jo Handell, Deputy District Attorney

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Kenneth Rosenblatt
Supervising Deputy District Attorney

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Rod Pacheco
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Stephanie Weissman
Supervising Deputy District Attorney

Attorneys for Plaintiff, The People of the State of
California

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DATED: _____

Jan Scully
DISTRICT ATTORNEY OF THE COUNTY OF
SACRAMENTO

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Douglas Whaley, Deputy District Attorney

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James P. Willett
DISTRICT ATTORNEY OF THE COUNTY OF
SAN JOAQUIN

By: _____
David J. Irely, Supervising Deputy District Attorney
Celeste Kaisch, Deputy District Attorney

DATED: 8/14/09

David Paulson
DISTRICT ATTORNEY OF THE COUNTY OF
SOLANO

By: Dani Jo Handell
Dani Jo Handell, Deputy District Attorney

DATED: _____

Kamala Harris
DISTRICT ATTORNEY OF THE CITY AND
COUNTY OF SAN FRANCISCO

By: _____
June Cravett, Assistant District Attorney
Evan H. Ackiron, Assistant District Attorney

DATED: _____

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DISTRICT ATTORNEY OF THE COUNTY OF
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Kenneth Rosenblatt
Supervising Deputy District Attorney

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Rod Pacheco
DISTRICT ATTORNEY OF THE COUNTY OF
RIVERSIDE

By: _____
Stephanie Weissman
Supervising Deputy District Attorney

Attorneys for Plaintiff, The People of the State of
California

1 DATED: _____

Jan Scully
DISTRICT ATTORNEY OF THE COUNTY OF
SACRAMENTO

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Douglas Whaley, Deputy District Attorney

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James P. Willett
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David J. Irej, Supervising Deputy District Attorney
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David Paulson
DISTRICT ATTORNEY OF THE COUNTY OF
SOLANO

By: _____
Dani Jo Handell, Deputy District Attorney

10
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12 DATED: 8/17/09

Kamala Harris
DISTRICT ATTORNEY OF THE CITY AND
COUNTY OF SAN FRANCISCO

By: _____
June Gravett, Assistant District Attorney
Evan H. Ackiron, Assistant District Attorney

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Dolores A. Carr
DISTRICT ATTORNEY OF THE COUNTY OF
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By: _____
Kenneth Rosenblatt
Supervising Deputy District Attorney

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DISTRICT ATTORNEY OF THE COUNTY OF
RIVERSIDE

By: _____
Stephanie Weissman
Supervising Deputy District Attorney

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Attorneys for Plaintiff, The People of the State of
California

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DATED: _____

Jan Scully
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Douglas Whaley, Deputy District Attorney

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James P. Willett
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SAN JOAQUIN

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Celeste Kaisch, Deputy District Attorney

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SOLANO

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COUNTY OF SAN FRANCISCO

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Evan H. Ackiron, Assistant District Attorney

DATED: _____

Dolores A. Carr
DISTRICT ATTORNEY OF THE COUNTY OF
SANTA CLARA

By: _____
Kenneth Rosenblatt
Supervising Deputy District Attorney

DATED: 8/17/09

Rod Pacheco
DISTRICT ATTORNEY OF THE COUNTY OF
RIVERSIDE

By: Stephanie Weissman
Stephanie Weissman
Supervising Deputy District Attorney

Attorneys for Plaintiff, The People of the State of
California

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Approved as to form:

DATED: _____

BINGHAM McCUTCHEN LLP

By: _____

James J. Dragna
Rebecca B. Couch
Attorneys for Defendant U-Haul Co. of
California

For U-Haul Co. of California:

DATED: July 18, 2009

By: _____


Todd Ferreira
President of U-Haul Co. of California

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Approved as to form:

DATED: 8/18/09

BINGHAM McCUTCHEN LLP

By: 
James J. Dragna
Rebecca B. Couch
Attorneys for Defendant U-Haul Co. of
California

For U-Haul Co. of California:

DATED: _____

By: _____
Todd Ferreira
President of U-Haul Co. of California

1 Approved as to form:

2 DATED: _____

BINGHAM McCUTCHEN LLP

3

4

5 By: _____

6 James J. Dragna
7 Rebecca B. Couch
8 Attorneys for Defendant U-Haul Co. of
9 California

8

9 For U-Haul Co. of California:

10 DATED: _____

11 By: _____

12 Todd Ferreira
13 President of U-Haul Co. of California

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EXHIBIT A

ATTACHMENT A ¹
(Disbursement of Civil Penalties)

Attorney General, District Attorney, or CUPA Office Receiving Civil Penalties	Business and Professions Code §§ 17200 and 17206 Penalties	Health and Safety Code § 25515.2 Penalties	Total Penalty Payments
Attorney General's Office ²		\$150,000.00	\$150,000.00
Riverside County District Attorney's Office ³	\$108,333.33		\$108,333.33
Riverside County Dept. of Environmental Health – Hazardous Materials Division		\$50,000.00	\$50,000.00
Sacramento District Attorney's Office	\$70,000.00	\$50,000.00	\$120,000.00
Sacramento County Environmental Management Dept.		\$20,000.00	\$20,000.00
San Francisco County District Attorney's Office	\$46,666.67		\$46,666.67
San Francisco Department of Public Health – Environmental Health Section		\$15,000.00	\$15,000.00
Sonoma County District Attorney's Office	\$108,333.34		\$108,333.34
Sonoma County Department of Emergency Services.		\$83,333.33	\$83,333.33
Sonoma County Sheriff's Office		\$25,000.00	\$25,000.00
Alameda County District Attorney's Office	\$158,333.33		\$158,333.33
San Joaquin County District Attorney's Office	\$55,000.00		\$55,000.00
San Joaquin County Environmental Health Dept.		\$7,500.00	\$7,500.00
San Joaquin County Office of Emergency Services		\$7,500.00	\$7,500.00
Solano County District Attorney's Office	\$45,000.00		\$45,000.00
TOTAL PENALTIES	\$591,666.67	\$408,333.33	\$1,000,000.00

¹ Of the two million dollar (\$2,000,000.00) settlement payment made by U-Haul Co. of California pursuant to Paragraph D.1.1 of the Consent Judgment, one million dollars (\$1,000,000.00) are allocated for penalty payments pursuant to California Business and Professions Code section 17206 and California Health and Safety Code section 25515.2, and are to be disbursed by the payment administrator as set forth in this Attachment A, incorporated by reference and made a part of the Consent Judgment entered in *People v. U-Haul Co. of California, et. al.*, No. RG 06-281117, Alameda County Superior Court.

² Of the one million dollars (\$1,000,000.00) of the Settlement Payment allocated for disbursement pursuant to California Business and Professions Code section 17206 and California

1 Health and Safety Code section 25515.2, one-hundred and fifty thousand dollars (\$150,000.00)
2 shall be disbursed pursuant to California Health and Safety Code section 25515.2 to the
3 California Department of Justice, Office of the California Attorney General and shall be
4 deposited to the "California Department of Justice – Litigation Deposit Fund." These funds
5 dispersed to the Office of the California Attorney General shall be used solely by the Attorney
6 General's Office for the following purposes: (1) implementation of the Attorney General's
7 authority to protect the environment and natural resources of the State pursuant to California
8 Government Code section 12600 et seq. and as Chief Law Officer of the State of California
9 pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to
10 environmental protection, including but not limited to Chapters 6.5 and 6.95, Division 20 of the
11 California Health and Safety Code; (3) enforcement of the Unfair Competition Law, California
12 Business and Professions Code section 17200 et seq., as it relates to protection of the environment
13 and natural resources of the State; and (4) other environmental actions which benefit the State of
14 California and its citizens as determined by the Attorney General. Such funding may be used for
15 the costs of the Attorney General's investigation, filing fees and other court costs, payment to
16 expert witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel
17 costs, travel costs, and other costs necessary to pursue environmental actions investigated or
18 initiated by the Attorney General for the benefit of the State of California and its citizens.

12 ³ Of the funds to be disbursed to the Riverside County District Attorney's Office, the
13 payment administrator shall make the check payable to the "Riverside County District Attorney's
14 Office." One hundred percent of the funds disbursed to the Riverside County District Attorney's
15 Office pursuant to California Business & Professions Code section 17206 shall be deposited to
16 the Consumer Protection Prosecution Account in the General Fund of Riverside County.

EXHIBIT B

ATTACHMENT B ¹
(Disbursement of Costs)

Attorney General, District Attorney, or CUPA Office Receiving Costs	Amount
Attorney General's Office ²	\$431,666.67
San Francisco County District Attorney's Office	\$138,333.33
Santa Clara County District Attorney's Office	\$20,000.00
Sunnyvale Department of Public Safety	\$5,000.00
Sacramento County District Attorney's office.	\$70,000.00
Fremont Fire Department-Hazmat Unit ³	\$30,000.00
Livermore Pleasanton Fire Department ⁴	\$10,000.00
City of Oakland Fire Prevention Bureau Haz Mat Unit ⁵	\$5,000.00
Hayward Fire Department ⁶	\$5,000.00
San Joaquin County District Attorney's Office	\$80,000.00
Solano County District Attorney's Office	\$135,000.00
County of Solano, Environmental Health Division, Department of Resource Management	\$20,000.00
Riverside County District Attorney's Office	\$50,000.00
TOTAL COSTS	\$1,000,000.00

¹ Of the two million dollar (\$2,000,000.00) settlement payment made by U-Haul Co. of California pursuant to Paragraph D.1.1 of the Consent Judgment, one million dollars (\$1,000,000.00) is allocated for reimbursement of costs of investigation and enforcement and are to be disbursed by the payment administrator as set forth in this Attachment B, incorporated by reference and made a part of the Consent Judgment entered in *People v. U-Haul Co. of California et al*, No. RG 06-281117, Alameda County Superior Court

² Of the one million dollars (\$1,000,000.00) of the Settlement Payment allocated for costs of investigation and enforcement, four hundred and thirty one thousand six hundred sixty six dollars and sixty seven cents (\$431,666.67) shall be disbursed to the California Department of Justice, Office of the California Attorney General. Of this \$431,666.67, one-hundred forty-seven thousand two hundred seventy seven dollars and fifty eight cents (\$147,277.58) shall be deposited into the Craig Thompson Environmental Protection Prosecution Trust Fund, administered by the California Department of Justice, for reimbursement to that fund. Two-hundred eighty-four thousand three-hundred and eighty nine dollars and nine cents (\$284,389.09) shall be deposited to the "California Department of Justice – Litigation Deposit Fund," for partial reimbursement of the Attorney General's attorney's fees, costs of investigation and other enforcement costs incurred in connection with this matter and shall be used solely by the Attorney General's Office for the following purposes: (1) implementation of the Attorney General's authority to protect the environment and natural resources of the State pursuant to California Government Code section 12600 et seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the California Constitution; (2) enforcement of laws related to environmental protection, including but not limited to Chapters 6.5 and 6.95, Division 20 of the California Health and Safety Code; (3) enforcement of the Unfair Competition Law, California Business and Professions Code section 17200 et seq., as it relates to protection of the environment and natural resources of the State; and (4) other environmental actions which benefit the State of California and its citizens as determined by the Attorney General. Such funding may be used for the costs of the Attorney General's investigation, filing fees and other court costs, payment to expert

1 witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs,
2 travel costs, and other costs necessary to pursue environmental actions investigated or initiated by
the Attorney General for the benefit of the State of California and its citizens.

3 ³ Of the funds to be disbursed to the Fremont Fire Department – Hazmat Unit, the
4 payment administrator shall make the check payable to the “The City of Fremont” for the benefit
and furtherance of the Certified Unified Program Agency (CUPA) Program.

5 ⁴ Of the funds to be disbursed to the Livermore Pleasanton Fire Department, the payment
6 administrator shall make the check payable to the “Hazardous Materials Program Training and
Resource Trust Account.”

7 ⁵ Of the funds to be disbursed to the City of Oakland Fire Department, the payment
8 administrator shall make the check payable to the “The City of Oakland.”

9 ⁶ Of the funds to be disbursed to Hayward Fire Department, the payment administrator
shall make the check payable to the “City of Hayward Fire Department.”

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DECLARATION OF SERVICE BY E-MAIL and OVERNIGHT COURIER

Case Name: *People v. U-Haul Co. of California, et al.*

No.: RG06-281117

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is: 1515 Clay Street, 20th Floor, Oakland, CA 94612-0550. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for overnight mail with the **Golden State Overnight Courier and Federal Express Mail**. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the overnight courier that same day in the ordinary course of business.

On August 19, 2009, I served the attached **STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT** by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, for overnight delivery, addressed as follows:

Michael S. Rubin
Mariscal, Weeks, McIntyre &
Friedlander, P.A.
2901 N. Central Avenue, Suite 200
Phoenix, Arizona 85012
E-mail Address:
Michael.Rubin@mwmf.com
*Attorney for AMERCO and
U-Haul International, Inc.*
Via Federal Express

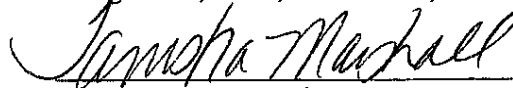
Kavita M. Patel
James J. Dragna
Jesus Chavez
Bingham McCutchen - Los Angeles
355 South Grand Avenue, Suite 4400
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Attorney for U-Haul of California
Via Golden State Overnight

James A. Murphy
Murphy, Pearson, Bradley & Feeney
88 Kearny Street, 10th Floor
San Francisco, CA 94108
E-mail Address:
jgirarde@mpbf.com
*Attorney for AMERCO and
U-Haul International, Inc.*
Via Golden State Overnight

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on August 19, 2009, at Oakland, California.

Tanisha N. Marshall

Declarant



Signature