

1 **Q. Mobility Disabilities**

2 “Mobility Disabilities” means and refers to any disabilities which limit a person’s
3 ability to freely and independently walk, climb, and/or reach.

4 **R. Objection**

5 “Objection” means and refers to any written objection submitted by any Class
6 Member as described in Paragraph VII.B.

7 **S. Parties**

8 “Parties” means and refers to U-Haul Company of California, U-Haul International,
9 Inc., AMERCO Real Estate Company, their parents, subsidiaries, affiliates, employees and agents,
10 and Lance Richard, and all Class Members.

11 **T. Preliminary Approval**

12 “Preliminary Approval” means and refers to the preliminary approval by the Court in
13 Case No. C-96 03881 CW of the terms of this Settlement Agreement which shall occur prior to
14 any notice being provided in accordance with Paragraph VIII.

15 **U. Readily Achievable**

16 “Readily Achievable” shall have the meaning ascribed to it in 42 U.S.C. § 12181.

17 **V. Undue Burden**

18 “Undue Burden” shall have the meaning ascribed to it in 28 C.F.R § 36.104.

19 **W. Released Claims**

20 “Released Claims” means and refers to those described in Section XI.

21 **X. Released Parties**

22 “Released Parties” means and refers to those described in Section XI.

23 **III. MODIFICATIONS TO SUBJECT FACILITIES**

24 U-Haul shall make its best efforts to bring each facility into compliance with
25 ADAAG as soon as practicable, but no later than 6 years after Final Approval. U-Haul will first
26 conduct an inspection of each of the Subject Facilities pursuant to an agreed upon methodology
27 to make a determination of the requirements necessary to bring each Subject Facility into
28 compliance. U-Haul will keep Class Counsel informed of the process and its progress in

1 completing such inspections. U-Haul shall make its best efforts to complete such inspections in a
2 timely manner, as agreed by Class Counsel.

3 After the Subject Facility inspections are completed, U-Haul will begin efforts that
4 (for Subpart A below) are Readily Achievable and would not constitute an Undue Burden to
5 remove all barriers to access in a timely manner. Throughout this phase of making U-Haul
6 facilities accessible, U-Haul will continue to advise Class Counsel on the alterations that are
7 taking place.

8 **A. ADAAG Compliance**

9 The Subject Facilities shall comply with ADAAG in all respects except where
10 Defendants contend that this is not Readily Achievable or would constitute an Undue Burden. In
11 such cases Defendants shall notify Class Counsel of those access features that Defendants contend
12 are not Readily Achievable or would constitute an Undue Burden to provide at a particular site or
13 sites. If Class Counsel disagrees with Defendants' assertion regarding access features at such
14 site(s), then the dispute shall be resolved pursuant to the dispute resolution procedure described in
15 Paragraph VI.

16 **B. New Construction**

17 All facilities that were newly constructed subsequent to January 26, 1993 shall fully
18 comply with ADAAG as required by 42 U.S.C. § 12183(a)(1). U-Haul shall provide Class
19 Counsel with a list of such newly constructed facilities no later than three months after Final
20 Approval of the Settlement Agreement.

21 **C. Alterations**

22 All facilities which have been altered, as such term is defined in this Settlement
23 Agreement, subsequent to January 26, 1992 shall be readily accessible to the maximum extent
24 feasible as required by 42 U.S.C. § 12183(a)(2). U-Haul shall provide Class Counsel with a list of
25 such altered facilities no later than three months after Final Approval of the Settlement
26 Agreement.

1 **D. Information to Patrons**

2 1. Signage

3 U-Haul shall post a readily observable sign at each facility stating:

4 U-Haul is committed to providing equal access to persons with
5 disabilities. If you need assistance, please inform our
6 personnel. If you experience any difficulties or have any
7 questions regarding U-Haul's service to patrons with
8 disabilities, please call toll-free 1-800-GO U-HAUL.

9 U-Haul shall maintain this toll-free number and maintain a log of all calls received to this toll-free
10 number concerning access problems faced by persons with disabilities, using the form attached
11 hereto as Exhibit A. Pursuant to its existing policies, U-Haul shall maintain and train its personnel
12 to staff this toll-free number. Such personnel shall provide information to customers with
13 disabilities and receive and keep records of any complaints or other comments concerning
14 disability access. A log of such complaints, in the form of Exhibit B shall be provided to Class
15 Counsel semi-annually.

16 2. Moving Guide

17 U-Haul shall include in all Moving Guides printed after Final Approval the same
18 statement as set forth in Section III.D.1.

19 3. On Site Assistance

20 Defendants will provide mobility disabled customers at the Subject Facilities with
21 assistance in obtaining items for rent or purchase as needed.

22 **E. Hand Controlled Vehicles**

23 U-Haul will make its best reasonable efforts to provide removable hand controls on
24 its vehicles subject to safety considerations and Undue Burden limitations.

25 **F. Policy and Practice Issues**

26 1. Training Program

27 U-Haul shall institute a training program for personnel at each of the Subject
28 Facilities covering access requirements for patrons with disabilities. The training program shall
29 incorporate a company manual that U-Haul is developing to address access issues throughout its
30 operations.

1 2. Accessible Paths of Travel

2 At all Subject Facilities, U-Haul shall keep all access routes clear for use at all times
3 as required by law.

4 3. Maintenance of Access Features

5 U-Haul shall ensure that access features are maintained in operating condition as
6 required by 28 C.F.R. § 36.211.

7 **IV. REPORTS, MONITORING AND ENFORCEMENT**

8 **A. Reports of Barrier Removal**

9 U-Haul shall provide Class Counsel with semi-annual statements confirming the
10 modifications done to Existing Facilities to remove barriers per this Settlement Agreement. The
11 reports shall identify specific locations modified during the preceding six months and the access
12 improvements made at these locations. U-Haul will pay plaintiffs' reasonable attorneys' fees and
13 costs incurred, separate from any amounts paid pursuant to Paragraphs XII, IV.B, or VI for Class
14 Counsel to monitor U-Haul's compliance with this Settlement Agreement. The monitoring will
15 include:

- 16 1. review of barrier removal efforts;
17 2. review of new construction and alteration conditions; and
18 3. review of the policy and practice compliance.

19 **B. Contested Barrier Removal**

20 If Defendants believe that removal of any specific barrier as identified in Paragraph
21 III.A at any of the Subject Facilities is not Readily Achievable, would constitute an Undue
22 Burden, or is otherwise not required under the ADA or this Settlement Agreement, U-Haul shall
23 provide written notice to Class Counsel along with supporting documentation. If Class Counsel
24 question any such assertion by Defendants, counsel for the Parties shall conduct discussions and,
25 if necessary, a meeting to review the matter. If, after such meeting, Class Counsel and Defendants
26 are not in agreement, Class Counsel or Defendants may request that the matter be submitted to
27 the Magistrate Judge in accordance with the procedure set forth in Paragraph VI for a
28 determination which shall be binding upon the Parties. U-Haul shall pay reasonable attorneys'

1 fees and costs to Class Counsel for review of the materials submitted by U-Haul in accordance
2 with this Section and on the meet and confer process where such review does not result in Class
3 Counsel contesting U-Haul's assertions. If a disputed matter is submitted to the Magistrate
4 Judge, attorneys' fees, litigation expenses, and costs incurred in such proceeding may be awarded
5 in accordance with applicable laws.

6 **V. ACQUIRED/DELETED FACILITIES**

7 **A. Sites Purchased**

8 Any existing sites which are purchased by U-Haul and/or otherwise acquired as a U-
9 Haul facility prior to the last six months of the implementation of this Settlement Agreement will
10 be brought into compliance with the access standards described in Section III as soon as
11 practicable, but no later than six (6) years after Final Approval. Any existing site purchased
12 and/or otherwise acquired by U-Haul within the final six months of this six year period will be
13 brought into compliance with the access standards described in Section III within one year from
14 the date of purchase and/or acquisition. To the extent any Alterations are made at such site other
15 than those required to provide access according to Section III, these sites will also meet the
16 additional requirements, if any, for Alterations under ADAAG, as set forth in Paragraph III.C.

17 **B. Sites Sold Or Shut Down**

18 Any existing Subject Facilities or portions of such facilities which are sold or shut
19 down by Defendants during the implementation of this Settlement Agreement will not thereafter
20 be required to meet the access requirements set forth in Section III.

21 **VI. DISPUTE RESOLUTION**

22 All disputes concerning compliance with this Settlement Agreement shall be
23 resolved as follows. Step One: Meet and confer between counsel. Step Two: Submit the matter
24 to the Magistrate Judge assigned to the case for formal resolution. Decisions by the Magistrate
25 Judge shall be binding on the parties. Fees and costs incurred in connection with resolution of
26 disputes may be claimed and recovered pursuant to applicable law.

1 **VII. APPROVAL**

2 **A. Joint Approval Action**

3 The parties shall jointly move for an order granting Preliminary Approval to this
4 Settlement Agreement, directing notice to the class as described in Paragraph VIII, and setting a
5 hearing for final approval allowing for notice as dictated by the Court.

6 **B. Objection**

7 Any Class Member may object to the proposed Settlement Agreement by filing with
8 the Clerk of the Court a written objection (“Objection”) filed or postmarked no later than a date
9 set by the Court in this case after Preliminary Approval of the Settlement Agreement. Only such
10 objecting Class Members shall have the right, if they seek it in their objection, to present
11 objections orally at the Fairness Hearing.

12 **C. Opt Out Right**

13 Whether or not the Settlement Agreement is finally approved, all members of the
14 subclass previously approved by the Court and defined as “all persons with physical disabilities
15 who, under California law, have been denied the right to full and equal access to, and use and
16 enjoyment of Defendants’ goods and services at the U-Haul facility in the City and County of San
17 Francisco known as the Bayshore Moving Center” may elect to opt out of the portion of this
18 agreement wherein Plaintiffs seek money damages under state law, as set forth in Paragraph IX.
19 To opt out, sub-class members must file a written request for exclusion with the Clerk of the
20 Court. Such request must be filed or postmarked no later than such date set by the Court
21 following Preliminary Approval of this Settlement Agreement. All members of the subclass who
22 do not timely opt out of that portion of the action shall be bound by the resolution of any and all
23 issues arising in connection with Plaintiffs’ damages claims regarding the Bayshore Moving
24 Center, including but not limited to the damages provision of this Settlement Agreement upon
25 Final Approval by the Court.

26 Upon Final Approval of this Settlement Agreement, all Class Members including all
27 members of the subclass, shall be bound by all equitable relief provisions of this Settlement
28 Agreement and orders issued pursuant thereto.

1 directors, shareholders, agents, employees, representatives, consultants, attorneys, successors,
2 and assigns (the "Released Parties") from any and all past and/or present claim, right, demand,
3 charge, complaint, action, cause of action, obligation or liability of any and every kind, known or
4 unknown, for individual and/or class injunctive relief, declaratory relief, or attorneys' fees based
5 upon any and all claims under Title III of the Americans with Disabilities Act relating to access for
6 persons with Mobility Disabilities at the Subject Facilities ("Released Class Claims"). This release
7 does not apply to any claims that may exist under state laws, except as set forth below regarding
8 the Bayshore Moving Center.

9 2. Bayshore Moving Center

10 On the date of Final Approval, all Class Members, both individually and as a class,
11 for themselves, their attorneys, spouses, executors, representatives, heirs, successors, and assigns,
12 in consideration of the relief set forth herein, the sufficiency of which consideration is expressly
13 acknowledged, fully and finally release and forever discharge Released Parties from any and all
14 past and/or present claim, right, demand, charge, complaint, action, cause of action, obligation or
15 liability of any and every kind, known or unknown, for injunctive relief, declaratory relief,
16 attorneys' fees, and/or damages based upon any and all claims arising from California state laws
17 relating to access for persons with Mobility Disabilities at the Bayshore Moving Center. This
18 class release shall not, however, apply to damage claims under California state law of class
19 members who validly opt out of the damages portion of this Settlement Agreement.

20 3. Future Claims

21 The releases in this Settlement Agreement do not extend to any future claims (i.e.,
22 claims arising from incidents and/or conduct after the date of Final Approval) that may arise
23 against any person or persons concerning any alleged failure at the Subject Facilities to provide
24 any services relating to customer assistance or to keep paths of travel clear for access as may be
25 required under Title III of the ADA. This Settlement Agreement, however, does not create any
26 claim or cause of action against any party, including Defendants, regarding any such alleged
27 conduct or incidents.

1 **B. Releases By Named Plaintiff**

2 Named plaintiff Lance Richard (“Richard”), in addition to the releases in Section
3 XI.A, above, hereby further agrees on behalf of himself and his successors, heirs, assigns,
4 attorneys, agents and representatives, and each of them, unconditionally and forever to release,
5 acquit, and discharge Released Parties and each of them, of and from any and all debts, claims,
6 liabilities, demands, and causes of action of every kind, nature, and description, which have arisen
7 prior to the date of Final Approval and were in any way related to the Subject Facilities or the
8 subject matter, actions or inactions, activities, claims or allegations in this action, including but not
9 limited to the following:

10 1. Federal Claims

11 All claims he has brought or could have brought in this action under Title III of the
12 Americans with Disabilities Act involving the Subject Facilities or otherwise involving the
13 Released Parties; and

14 2. State Claims

15 All other claims he currently has under any state or federal laws relating to alleged
16 denial of equal access that he has experienced at any of the Subject Facilities or by any of the
17 Released Parties.

18 3. Unknown Claims

19 Richard understands and agrees that this Settlement Agreement and general release
20 extends to all claims of every nature and kind whatsoever, known or unknown, suspected or
21 unsuspected, past or present, which existed before the date of Final Approval, and to any and all
22 rights that Richard may have under any federal or state statute or common law principle that
23 would otherwise limit the effect of this Settlement Agreement to claims known or suspected on
24 the date of Final Approval. Richard specifically waives the provisions of Section 1542 of the
25 California Civil Code, which reads as follows:

26 A general release does not extend to claims which the creditor
27 does not know or suspect to exist in his favor at the time of
28 executing the release, which if known by him must have
 materially affected his settlement with the debtor.

1 **C. Release by Class Counsel**

2 Except as otherwise set forth herein, upon payment of the attorneys' fees or other
3 fees specified in Paragraph XII, Class Counsel and Counsel for Named Plaintiff in this case hereby
4 release all claims for attorneys' fees or other fees they have against the Released Parties.

5 **XII. ATTORNEYS' FEES AND COSTS**

6 Upon Final Approval, Class Counsel shall forthwith provide counsel for the
7 Defendants in this case all supporting information for their claim for attorneys' fees and costs in
8 this case. The Parties and counsel shall thereafter negotiate said attorneys' fees and costs. If
9 agreement is not reached, the issue of attorneys' fees and costs in this case shall be submitted to
10 the Magistrate Judge for determination.

11 **XIII. FURTHER RELIEF**

12 Any Party may petition the Court for relief from the provisions hereunder upon a
13 showing of good cause which shall include events of force majeure which may preclude the timely
14 compliance with the provisions of Section III.

15 **XIV. NOTICE TO INDEPENDENT DEALERS**

16 Within 60 days of the entry of Final Approval, U-Haul shall give written notice in
17 the form of a letter to all independent dealers of the terms of this Settlement Agreement. Such
18 notice shall encourage said dealers to remove barriers as U-Haul has committed to do herein, to
19 adopt service policies as adopted by U-Haul herein, to post notices as U-Haul has agreed to post
20 in Paragraph III.D of this Settlement Agreement, and to maintain access features and keep paths
21 of travel clear as U-Haul has agreed in this Settlement Agreement. Any failure of dealers to adopt
22 such service policies, post such notices, maintain access features and/or keep paths of travel clear
23 shall not constitute a breach or violation of this Settlement Agreement by any Defendant.

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26 By: _____
 Lance Richard, Plaintiff

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By: 
U-Haul International, Inc.


APPROVED AS TO FORM:

Dated:

DISABILITY RIGHTS ADVOCATES

By: _____
Laurence W. Paradis
Attorneys for Plaintiffs

Dated:

By: 
Richard M. Amoroso
Attorneys for Defendants

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