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16 UNITED STATES DISTRICT COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18  
19

20 LANCE P. RICHARD, on behalf of himself  
and all others similarly situated,

21 Plaintiffs,

22 v.

23 BAYSHORE MOVING CENTER,  
U-HAUL COMPANY OF CALIFORNIA,  
24 U-HAUL INTERNATIONAL, INC.,  
AMERCO REAL ESTATE COMPANY  
25 AND AMERCO,

26 Defendants.  
27 \_\_\_\_\_ /  
28

CASE NO. C-96 03881 CW (JSB)

**SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**



1 a. Achieve improvements to access at all U-Haul facilities in a manner that  
2 satisfies Defendants' obligations under Title III of the Americans with Disabilities Act ("ADA")  
3 for persons with Mobility Disabilities;

4 b. assure that the Named Plaintiff and the Class will not attempt to enforce, and  
5 Defendants will not thereby be subject to, conflicting standards regarding compliance with Title  
6 III of the ADA concerning Defendants' facilities;

7 c. avoid the uncertainties and costs of further or future litigation for all Parties;

8 d. bind the Parties so that neither the Named Plaintiff nor any Class Member  
9 will hereafter assert or claim that Defendants are required to make additional and/or different  
10 modifications to any U-Haul facilities, or are required to follow different standards beyond what is  
11 agreed to herein, in order to comply with Title III of the ADA.

## 12 I. GENERAL PROVISIONS

### 13 A. Conditions

14 This Settlement Agreement shall be conditioned upon and shall be effective only  
15 upon the occurrence of all of the following events:

16 1. The Parties move for an order granting Preliminary Approval in accordance  
17 with Paragraph VII.A, and such motion is granted by the Court;

18 2. Commencing at the time of Preliminary Approval of the Settlement  
19 Agreement, Defendants provide notice in accordance with Paragraph VIII;

20 3. The Fairness Hearing is held in accordance with Paragraph VII.D;

21 4. The Court grants Final Approval of this settlement in accordance with the  
22 terms of the Settlement Agreement after the conduct of the Fairness Hearing.

### 23 B. Non-Admission/Non-Determination

24 1. The Court has made no findings concerning alleged violations of the  
25 ADA or of any other federal, state, or local law, regulation, order, or  
26 rule. Accordingly, this Settlement Agreement shall not constitute,  
27 and shall not be used in this or any other case or action as evidence  
28 of any such violation of the ADA, or of any other federal, state, or

1 local law, regulation, order, or rule. If for any reason settlement is  
2 not effectuated, no evidence of this proposed Settlement Agreement  
3 shall be admissible for any purpose in this or any other action.

4 2. By agreeing to and voluntarily entering into this Settlement  
5 Agreement, there is no admission or concession by or to the Named  
6 Plaintiff, the Class, Class Counsel, or any Defendant, express or  
7 implied, that any Defendant has in any way violated the ADA, or any  
8 other federal, state, or local law, regulation, order, or rule. This  
9 Settlement Agreement does not contain, and will not be interpreted  
10 or construed as containing, any such admission.

11 **C. Entire Agreement**

12 The terms of this Settlement Agreement and its Exhibits are the exclusive and final  
13 expression of all agreements by the Parties with respect to any and all claims by the Class  
14 Members and the Named Plaintiff. The Parties accept this Settlement Agreement based solely  
15 upon its terms and not in reliance upon any representations or promises other than those  
16 contained in this Settlement Agreement.

17 **D. Dismissal and Continuing Jurisdiction**

18 Upon Final Approval of the settlement, the Court shall dismiss this action with  
19 prejudice subject to the assignment of a Magistrate Judge who will maintain jurisdiction to  
20 enforce the terms of this Settlement Agreement and/or resolve any disputes concerning attorneys'  
21 fees and costs.

22 **II. DEFINITIONS**

23 **A. Subject Facilities**

24 "Subject Facilities" means and refers to all facilities in the United States owned  
25 and/or operated by Defendants, directly or indirectly through other arrangements, which are used  
26 for any of the following activities:

- 27 1. Rental of vehicles and/or equipment to the public;  
28 2. Sales of merchandise to the public;

- 1                   3.     Rental of storage space/facilities to the public;  
2                   4.     Any other services or sales to the public relating to the self-storage  
3                   and/or self-moving business.

4                   The term "Subject Facilities" does not include, and this litigation and Settlement  
5 Agreement do not apply to, any insurance business activities conducted by Defendants not  
6 involving self-moving or self-storage activities.

7                   **B.     Bayshore Moving Center**

8                   "Bayshore Moving Center" means and refers to the Subject Facility located at 1575  
9 Bayshore Boulevard in the City and County of San Francisco, California.

10                  **C.     Named Plaintiff**

11                  "Named Plaintiff" means and refers to Lance Richard.

12                  **D.     ADA**

13                  "ADA" means and refers to the Americans with Disabilities Act as contained at 42  
14 U.S.C. Section 12101 et seq. in effect as of the date hereof.

15                  **E.     ADAAG**

16                  "ADAAG" means and refers to the Americans with Disabilities Act Access  
17 Guidelines, Appendix A to 28 Code of Federal Regulations, Part 36 in effect as of the date hereof.

18                  **F.     Access**

19                  "Access" means and refers to conditions that meet ADAAG standards.

20                  **G.     Existing Facilities**

21                  "Existing Facilities" means and refers to particular Subject Facilities that were  
22 designed and constructed for first occupancy on or before January 26, 1993 and to which no  
23 physical modification was or is made after January 26, 1992 that would constitute an "Alteration"  
24 as defined in this Settlement Agreement.

25                  **H.     New Construction**

26                  "New Construction" means and refers to particular Subject Facilities designed and  
27 constructed for first occupancy after January 26, 1993.

1           **I. Alteration**

2           "Alteration" means and refers to physical modification(s) made to a Subject Facility  
3 that affect or could affect the usability of all or part of the facility and that was or is made after  
4 January 26, 1992 to a facility that was designed and constructed for first occupancy on or before  
5 January 26, 1993. "Alteration" does not refer to modifications which were made on or before  
6 January 26, 1992 or to changes which were or are cosmetic, such as wall papering or repainting,  
7 or which were or are normal maintenance, re-roofing, asbestos removal, or change to mechanical  
8 and/or electrical systems that do not affect the usability of those systems.

9           **J. Alter or Altered**

10          "Alter" or "Altered" shall have the meaning of taking actions which constitute an  
11 Alteration.

12          **K. Class or Class Members**

13          "Class" or "Class Members" mean and refer to the class as previously certified by  
14 the Court pursuant to stipulation.

15          **L. Class Counsel**

16          "Class Counsel" means and refers to the law offices of Disability Rights Advocates  
17 and the attorneys practicing therein.

18          **M. Settlement Agreement**

19          "Settlement Agreement" means and refers to this document.

20          **N. Defendants**

21          "Defendants" means and refers to U-Haul Company of California, U-Haul  
22 International, Inc., AMERCO Real Estate Company, and their parents, subsidiaries, affiliates,  
23 employees and agents.

24          **O. Fairness Hearing**

25          "Fairness Hearing" means and refers to the hearing described in Paragraph VII.D.

26          **P. Final Approval**

27          "Final Approval" means and refers to the final approval of this Settlement  
28 Agreement in Case No. C-96 03881 CW.

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.



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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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