COPY

EDMUND G. BROWN JR.
Attorney General of the State of California
J. MATTHEW RODRIQUEZ
Chief Assistant Attorney General
KEN ALEX
Senior Assistant Attorney General
MARGARITA PADILLA, SBN 99966
Supervising Deputy Attorney General
KIRK McINNIS, SBN 130952
SUSAN A. AUSTIN, SBN 184140
Deputy Attorney General
1515 Clay Street, 20th Floor
P. O. Box 70550
Oakland, CA 94612-0550
Telephone: (510) 622-2191
Facsimile: (510) 622-2270

STEPHEN R. PASSALACQUA
District Attorney of the County of Sonoma
JEFFFREY W. HOLTZMAN, SBN 097625
Deputy District Attorney
2300 County Center Drive, #B-170
Santa Rosa, CA 95403
Telephone: (707) 565-3161
Facsimile: (707) 565-3499
Attorneys for Plaintiff People of the State of California
(Additional counsel on the next page)

BINGHAM MCCUTCHEN LLP
JAMES J. DRAGNA (SBN 91492)
REBECCA B. COUCH (SBN 243205)
355 South Grand Avenue, Suite 4400
Los Angeles, CA 90071
Telephone: (213) 680-6400
Facsimile: (213) 680-6499

Attorneys for Defendant
U-HAUL CO. OF CALIFORNIA

ENDORSED
FILED
ALAMEDA COUNTY

AUG 20 2009

CLERK OF THE SUPERIOR COURT
BY _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, v. U-HAUL CO. OF CALIFORNIA, a California Corporation, U-HAUL INTERNATIONAL, INC., a Nevada Corporation, and DOES 1 through 98,	Case No. RG06-281117 STIPULATION FOR ENTRY OF FINAL JUDGMENT ON CONSENT

Thomas J. Orloff, District Attorney of the County of Alameda
KEN MIFSUD, SBN 144000
Deputy District Attorney
Consumer and Environmental Protection Division
7677 Oakport, Suite 650
Oakland, CA 94621-1934
Telephone: (510) 569-9281
Facsimile: (510) 569-0505

JAN SCULLY
District Attorney of the County of Sacramento
DOUG WHALEY, SBN 144557
Deputy District Attorney
901 G Street
Sacramento, CA 95814
Telephone: (916) 874-6218
Facsimile: (916) 874-5340

JAMES P. WILLETT
District Attorney of the County of San Joaquin
DAVID J. IREY, SBN 142864
CELESTE KAISCH, SBN 234174
Supervising Deputy District Attorney
Environmental Prosecutions Unit
San Joaquin County Courthouse, Room 202
P. O. Box 990
Stockton, CA 95201
Telephone: (209) 468-2400
Facsimile: (209) 468-0314

DAVID PAULSON
District Attorney for the County of Solano
DANI JO HANDELL, SBN 130346
Deputy District Attorney
675 Texas Street
Fairfield, CA 94533
Telephone: (707) 421-6800
Facsimile: (707) 421-7986

KAMALA HARRIS
District Attorney of the City and County of San Francisco
EVAN H. ACKIRON, SBN 164628
Assistant District Attorney
732 Brannan Street, Second Floor
San Francisco, CA 94103
Telephone: (415) 551-9560
Facsimile: (415) 551-9504

DOLORES A. CARR
District Attorney of the County of Santa Clara
KENNETH ROSENBLATT, SBN 104847
Deputy District Attorney
County Government Center, West Wing
70 W. Hedding Street
San Jose, CA 95110
Telephone: (408) 792-2572
Facsimile: (408) 286-5437

ROD PACHECO
District Attorney of the County of Riverside
STEPHANIE B. WEISSMAN, SBN 155454
Supervising Deputy District Attorney
4075 Main Street, 1st Floor
Riverside, CA 92501
Telephone: (951) 955-5400
Facsimile: (951) 955-5470

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

INTRODUCTION

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

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

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

FINAL JUDGMENT INCLUDING INJUNCTION PURSUANT TO STIPULATION

A. JURISDICTION

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

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

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

B. SETTLEMENT OF DISPUTED CLAIMS

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

C. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SETTLEMENT PAYMENT AND COSTS

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

1. SETTLEMENT PAYMENT AND REIMBURSEMENT OF COSTS OF INVESTIGATION AND ENFORCEMENT

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

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

2. CREDIT

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

3. LATE PAYMENTS

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

E. INJUNCTIVE RELIEF

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

1. GENERAL INJUNCTIVE PROVISIONS

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

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

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

2. SPECIFIC INJUNCTIVE PROVISIONS

HMBP REGULATED FACILITIES

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

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

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

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

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

3. HAZARDOUS WASTE FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. COMPLIANCE WITH CALIFORNIA FISH AND GAME CODE AND OTHER LAWS

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

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

5. ENVIRONMENTAL COORDINATOR

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

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

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

F. FORCE MAJEURE

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

G. ENFORCEMENT OF CONSENT JUDGMENT

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

and pursuant to applicable law.

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

3. Notwithstanding Paragraph G.1, with respect to the following provisions only, the People may move to judicially enforce the terms of the Consent Judgment for violations of 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) through d) below. Provided however, the People shall have the right to seek injunctive relief to require the performance of the obligations contained in Paragraphs E. 2.1, 2.3, 3.1, 3.2, 3.3, 3.4, 3.13, 4.1, and 5.1.

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

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

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

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

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

H. EFFECT OF CONSENT JUDGMENT

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

I. MATTERS COVERED AND RESERVED CLAIMS

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

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

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

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

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

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

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

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

J. NOTICE

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

a. For Plaintiff:

Margarita Padilla
Supervising Deputy Attorney General
Kirk McInnis
Deputy Attorney General
Office of the Attorney General
1515 Clay Street, 20th Floor
P.O. Box 70550
Oakland, California 94612-0550
Margarita.Padilla@doj.ca.gov
Kirk.McInnis@doj.ca.gov

Jeffrey W. Holtzman
Deputy District Attorney
Office of the Sonoma County District Attorney
Environmental and Consumer Law Division
2300 County Center Dr., Suite B 170
Santa Rosa, CA 95403
Jholtzma@sonoma-county.org

Kenneth A. Mifsud
Deputy District Attorney
Office of the Alameda County District Attorney, Consumer and Environmental Protection Division
7677 Oakport Street, Suite 650
Oakland, CA 94621-1934
Ken.Mifsud@acgov.org

Stephanie B. Weissman
Supervising Deputy District Attorney
Office of the Riverside County District Attorney
4075 Main Street, 1st Floor
Riverside, CA 92501
Sweissman@RivCoDA.org

a. For UHC :

James J. Dragna
Bingham McCutchen LLP
355 South Grand Avenue
Suite 4400
Los Angeles, CA 90071
Jim.Dragna@bingham.com

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

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

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

K. NECESSITY FOR WRITTEN APPROVALS

1. All notices, approvals and decisions of the People under the terms of this Consent 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

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

M. NO WAIVER OF RIGHT TO ENFORCE

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

N. REGULATORY CHANGES

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

O. APPLICATION OF CONSENT JUDGMENT

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

P. AUTHORITY TO ENTER INTO STIPULATION

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

Q. CONTINUING JURISDICTION

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

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

R. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

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

S. PAYMENT OF LITIGATION EXPENSES AND FEES

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

T. INTERPRETATION OF CONSENT JUDGMENT

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

U. COUNTERPART SIGNATURES

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

V. INTEGRATION

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

W. MODIFICATION OF CONSENT JUDGMENT

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

X. TERMINATION OF PERMANENT INJUNCTION

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

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

IT IS SO STIPULATED

DATED: _____

Edmund G. Brown Jr., Attorney General
OFFICE OF THE CALIFORNIA ATTORNEY GENERAL
By: _____
Margarita Padilla
Supervising Deputy Attorney General
Kirk McInnis
Susan Austin
Deputy Attorneys General

DATED: _____

Stephan R. Passalacqua
DISTRICT ATTORNEY OF THE COUNTY OF SONOMA
By: _____
Jeffrey W. Holtzman, Deputy District Attorney

DATED: _____

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

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

IT IS SO STIPULATED

DATED: August 19, 2009

Edmund G. Brown Jr., Attorney General
OFFICE OF THE CALIFORNIA ATTORNEY GENERAL
By: _____
Margarita Padilla
Supervising Deputy Attorney General
Kirk McInnis
Susan Austin
Deputy Attorneys General

DATED: AUGUST 17, 2009

Stephan R. Passalacqua
DISTRICT ATTORNEY OF THE COUNTY OF SONOMA
By: _____
Jeffrey W. Holtzman, Deputy District Attorney

DATED: _____

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

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

IT IS SO STIPULATED

DATED: _____

Edmund G. Brown Jr., Attorney General
OFFICE OF THE CALIFORNIA ATTORNEY GENERAL
By: _____
Margarita Padilla
Supervising Deputy Attorney General
Kirk McInnis
Susan Austin
Deputy Attorneys General

DATED: _____

Stephan R. Passalacqua
DISTRICT ATTORNEY OF THE COUNTY OF SONOMA
By: _____
Jeffrey W. Holtzman, Deputy District Attorney

DATED: 8-13-09

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

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, Irey, 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

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: _____
David J, Irey, 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

DATED: _____

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, Irey, 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: _____

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

DATED: _____

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, Irey, 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: 8/17/09

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

DATED: _____

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, Irey, 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: 8/17/09

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

Attorneys for Plaintiff, The People of the State of California

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

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

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: _____

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

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

Health and Safety Code section 25515.2, one-hundred and fifty thousand dollars ($150,000.00) shall be disbursed pursuant to California Health and Safety Code section 25515.2 to the California Department of Justice, Office of the California Attorney General and shall be deposited to the "California Department of Justice – Litigation Deposit Fund." These funds dispersed to the Office of the California Attorney General 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 witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, 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] Of the funds to be disbursed to the Riverside County District Attorney's Office, the payment administrator shall make the check payable to the "Riverside County District Attorney's Office." One hundred percent of the funds disbursed to the Riverside County District Attorney's Office pursuant to California Business & Professions Code section 17206 shall be deposited to 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 Generals 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

witnesses and technical consultants, purchase of equipment, laboratory analyses, personnel costs, 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] Of the funds to be disbursed to the Fremont Fire Department – Hazmat Unit, the 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.

[4] Of the funds to be disbursed to the Livermore Pleasanton Fire Department, the payment administrator shall make the check payable to the "Hazardous Materials Program Training and Resource Trust Account."

[5] Of the funds to be disbursed to the City of Oakland Fire Department, the payment administrator shall make the check payable to the "The City of Oakland."

[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."

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
Los Angeles, CA 90071-3106
E-mail Address:
kavita.patel@bingham.com
jdragna@bingham.com
mailto:kpatel@bingham.comjchavez@bingham.com
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

Tanisha Marshall
Signature