

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA :
 :
 v. : **CRIMINAL NO. 18-247-01**
 :
U-HAUL COMPANY OF PENNSYLVANIA :

GOVERNMENT'S CHANGE OF PLEA MEMORANDUM

I. BACKGROUND

It is a crime for any person who is subject to the U.S. Department of Transportation's ("DOT") hazardous materials regulations to violate those regulations willfully or recklessly. 49 U.S.C. § 5124.¹ U-Haul Company of Pennsylvania ("UHPA") is a "hazmat employer" under the regulations, because it employs people who fill cylinders with propane for movement in commerce. As a hazmat employer, UHPA is obliged to train and test any employee who will be filling cylinders with propane. The training must cover topics mandated by regulation, and the hazmat employer must maintain records of the training.

UHPA and Miguel Rivera, the manager of its Hunting Park location, were both aware of the training requirements. Yet Rivera sent at least two untrained workers out to the propane station to fill cylinders for customers on more than 60 occasions during a 3-week period, from June 16, 2014 to July 6, 2014. The untrained workers had no supervision while they dispensed hazardous materials. Both of the untrained workers filled propane cylinders for commercial customers.

¹ The statute also defines the *mens rea* "knowingly" for charges of tampering.

II. PLEA AGREEMENT

The defendant and the government have entered into a plea agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, that calls for an agreed-upon sentence of two years of probation, a \$1,000,000 fine, and a special assessment of \$800. A signed copy of the plea agreement is attached to this Memorandum as Exhibit A. Further summarizing the agreement, the defendant agrees to plead guilty to Counts Six and Seven of the Superseding Indictment. The defendant also agrees to waive its rights to appeal or collaterally attack its conviction, sentence or other matters relating to its prosecution, and to waive any claim under the Hyde Amendment for attorneys' fees and other litigation expenses. The defendant agrees to pay the entire fine within five days of sentencing, and the special assessment before the time of sentencing.

The defendant agrees that, during its term of probation, it will be subject to the following special conditions:

- a. The defendant shall abide by the terms of the Hazardous Materials Regulations, 49 C.F.R. Parts 100-185.
- b. The defendant shall implement a propane compliance program that includes the following requirements:
 1. that hazmat employees fill all cylinders in accordance with the requirements of 49 C.F.R. §§ 173.304, 173.304a and applicable state law;
 2. that records of filled cylinders, including serial number and qualification date are kept;
 3. that non-certified employees do not fill cylinders, including:

- i. through maintaining a computerized record tracking hazmat employee propane training and certification; and
 - ii. that no employee shall fill cylinders for customers until he or she is certified to do so by completion of training by the propane vendor.
- c. The defendant shall report in writing to the United States Probation Office, the United States Attorney's Office and the United States Department of Transportation's Office of Inspector General on its propane compliance program on the following schedule: within 45 days of sentencing; twelve months after sentencing; and twenty-four months after sentencing.

Pursuant to USSG § 6B1.4, the parties have entered into stipulations concerning the Sentencing Guidelines that are not binding on the Court or the Probation Office, as set forth below:

- a. The offenses of conviction fall under USSG § 2Q1.2, and are therefore excluded from the instructions of Chapter Eight for calculating a fine to be paid by a corporate defendant.
- b. Pursuant to U.S.S.G. § 8C2.10, the fine in this matter should be determined by weighing the considerations listed in 18 U.S.C. §§ 3553 and 3572.

The defendant may not withdraw its plea if the Court declines to follow any recommendation, motion or stipulation by the parties to this agreement; however, if the Court does not accept the recommendation of the parties to impose the agreed-upon sentence, either party may withdraw from the plea agreement. Once accepted by the Court, the defendant's plea is final and may not be withdrawn. The plea agreement contains all of the promises, agreements and understandings of the parties with respect to the plea.

III. ELEMENTS OF THE OFFENSES CHARGED

To prove a violation of 49 U.S.C. § 5124, for failing to train hazmat employees and to maintain records of training, the government must prove the following elements:

First: the defendant violated the training requirements of the hazardous materials regulations; and

Second: the defendant acted willfully or recklessly.

The statute defines "willfully" as having knowledge of the facts giving rise to the violation, and knowledge that the conduct was unlawful. 49 U.S.C. § 5124(c). "Reckless" means displaying a deliberate indifference or conscious disregard to the consequences of one's conduct. 49 U.S.C. § 5124(d).

The training regulations state that it is the duty of the employer to "thoroughly instruct" its employees on hazmat functions before he or she performs those functions, to ensure that each of its hazmat employees is trained, and to test its employees. 49 C.F.R. § 172.702.

A hazmat employer must also keep records of training for three years that include:

- (1) The hazmat employee's name;
- (2) The most recent training completion date of the hazmat employee's training;
- (3) A description, copy, or the location of the training materials used to meet the requirements in paragraph (a) of this section [defining the topics to be covered in the training];
- (4) The name and address of the person providing the training; and
- (5) Certification that the hazmat employee has been trained and tested, as required by this subpart.

49 C.F.R. § 172.704(d).

IV. STATUTORY MAXIMUM SENTENCE

The statutory maximum sentence for each count of violating the hazardous materials training regulations is five years of probation, with a minimum term of one year of probation, a \$500,000 fine, and a \$400 special assessment.

The total maximum sentence is five years of probation, with a minimum term of one year of probation, a fine of \$1,000,000 and a special assessment of \$800.

V. FACTUAL BASIS FOR THE PLEA

If this case were to proceed to trial, the government would introduce evidence, through witnesses and exhibits, establishing the following facts:

Propane is a hazardous material. Filling a cylinder with propane for transportation in commerce is a pre-transportation function, as defined in the hazardous materials regulations. UHPA is a hazmat employer, because it employs people who perform pre-transportation functions for shipping hazardous materials. UHPA must thoroughly instruct, and ensure the training and testing of, any person dispensing propane for transportation in commerce.

UHPA policy stated, "All System members who dispense propane must be trained and certified." To discharge its training duties relating to propane, UHPA developed online training classes related to dispensing propane, and also contracted with its propane vendor to provide training to its hazmat employees. UHPA employees received a "Propane Certification" after taking the vendor training, and UHPA recorded the existence of the certification in its training records.

UHPA has a location at the corner of Front Street and Hunting Park Avenue in the City of Philadelphia ("UHPA Hunting Park"). At all relevant times, Miguel Rivera was the manager at UHPA Hunting Park. As the manager, Rivera decided whom to hire and fire. As the manager, Rivera reported directly to the president of the UHPA "North Philadelphia Marketing Company,"

an unincorporated entity that managed UHPA locations in a defined geographical area. The president of the "Marketing Company" reported directly to the UHPA board of directors. The president of the "Marketing Company" was responsible for ensuring compliance with the propane training policy. As the manager, Miguel Rivera knew about employee training requirements for propane certification, and oversaw the training of employees at UHPA Hunting Park. He also had received the relevant training himself. He took the online training courses relating to propane in February 2013, and had also been trained and certified by the propane vendor on April 13, 2012 and March 19, 2013. Nevertheless, in June and July 2014, at least two untrained workers, referred to in the Superseding Indictment as Employee #2 and Employee #3, dispensed propane at the Hunting Park location at Miguel Rivera's behest and with his knowledge.

Employee #2 was a maintenance worker who was not supposed to wait on customers. Employee #2 was not trained as required by the hazardous materials regulations until August 2015. In June 2014, Employee #2 filled propane cylinders for customers as set forth below:

	DATE	TIME	CIRCUMSTANCES
1.	June 16, 2014	8:08 to 8:15 a.m.	Employee #2 fills a propane cylinder for a customer driving a work truck, while Miguel Rivera moves a rental truck and works inside the store
2.	June 19, 2014	7:00 to 7:13 a.m.	Employee #2 fills two large cylinders with propane for a food truck operator, while Miguel Rivera stays in the store waiting on other customers and rearranging store merchandise
3.	June 23, 2014	7:19 to 7:30 a.m.	Employee #2 fills a cylinder for a customer. Miguel Rivera is not present.
4.	June 24, 2014	7:14 to 7:23 a.m.	Employee #2 fills two cylinders attached to a food truck and another on the ground while Miguel Rivera works on a trailer hitch and moves a forklift.

5.	June 24, 2014	7:42 to 7:47 a.m.	Employee #2 fills a propane cylinder while Miguel Rivera cleans up a spill, hooks a trailer onto a truck, and stands inside the store.
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Employee #3, newly hired by Miguel Rivera, started work on June 21, 2014. As a new employee, regulations permitted him to perform hazmat functions prior to completing training, if under the direct supervision of someone who (1) was able to instruct the trainee on how to perform the task properly, (2) observed performance of the task, and (3) was able to take immediate corrective action if any task was not performed properly.

On his first day, Employee #3 observed Rivera fill two cylinders, and then served two propane customers himself while a certified person was with him. With no other training, on his second day of work, Employee #3 was outside at the propane dispenser, serving customers by himself, with no one there to tell him whether he was doing things properly or to correct any errors he made. Employee #3 filled cylinders for 58 customers, on the dates and times set forth below, before he received the required vendor training, on July 15, 2014.

	DATE	
1.	June 22, 2014	Employee #3 serves 8 propane customers from 10:21 am to 4:01 pm; Miguel Rivera was not working at UHPA Hunting Park that day
2.	June 23, 2014	Employee #3 serves 3 propane customers from 3:50 pm to 5:18 pm, including a customer driving a food truck (3:50 pm to 4:02 pm); Miguel Rivera was working at UHPA Hunting Park for the entire time period that Employee #3 was improperly serving propane customers
3.	June 28, 2014	Employee #3 serves 1 propane customer from 12:44 pm to 12:46 pm; Miguel Rivera was not working at UHPA Hunting Park that day
4.	June 29, 2014	Employee #3 serves 7 propane customers from 10:27 am to 3:54 pm; Miguel Rivera was working at UHPA Hunting Park for the entire time period that Employee #3 was improperly serving propane customers
5.	June 30, 2014	Employee #3 serves 4 propane customers from 7:29 am to 12:25 pm; Miguel Rivera was working at UHPA Hunting Park for the entire

		time period that Employee #3 was improperly serving propane customers
6.	July 1, 2014	Employee #3 serves 2 propane customers from 1:54 pm to 3:17 pm; Miguel Rivera was working at UHPA Hunting Park for the entire time period that Employee #3 was improperly serving propane customers
7.	July 2, 2014	Employee #3 serves 5 propane customers from 7:28 am to 11:43 am; Miguel Rivera was working at UHPA Hunting Park for the entire time period that Employee #3 was improperly serving propane customers
8.	July 4, 2014	Employee #3 serves 23 propane customers from 7:11 am to 12:43 pm; Miguel Rivera was working at UHPA Hunting Park for the entire time period that Employee #3 was improperly serving propane customers
9.	July 6, 2014	Employee #3 serves 5 propane customers from 9:52 am to 1:55 pm; Miguel Rivera was not working at UHPA Hunting Park that day

On July 23, 2014, regulators from the Pipelines and Hazardous Materials Safety Administration ("PHMSA") of the U.S. Department of Transportation visited UHPA Hunting Park and demanded production of training records, in accordance with 49 C.F.R. § 172.704(d). UHPA produced over 2,000 pages of training class instruction materials, covering 19 classes, represented to be its propane and hazmat training program. At the time he was filling the cylinders listed above, Employee #2 had taken one of the 19 classes ("EHS 104CT Hazard Communication (HAZCOM) Program – Shop, Manufacturing, SRU, MRU"). Between June 21 and July 6, 2014, when Employee #3 was filling cylinders set forth above, he had not taken any of the classes.

UHPA has no records to show that Employee #2 or Employee #3 had received training in any of the areas required by regulations or was certified to dispense propane, and no records to show that either employee had been tested as required by regulations.

This memorandum sets forth only the essential facts that would need to be proved to establish the elements of the offenses charged.

Respectfully yours,

JENNIFER A. WILLIAMS
Attorney for the United States
Acting Under Authority Conferred by 28 U.S.C. § 515

/s/Elizabeth Abrams
ELIZABETH ABRAMS
Assistant United States Attorney

CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused a true and correct copy of the foregoing Government's Change of Plea Memorandum to be served via email upon the following counsel of record:

Eric W. Sitarchuk, Esquire
John J. Pease, Esquire
Matthew J.D. Hogan, Esquire
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

/s/ Elizabeth Abrams
ELIZABETH ABRAMS
Assistant United States Attorney

Dated: January 25, 2019

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA :

v. :

CRIMINAL NO. 18-247-01

U-HAUL COMPANY OF PENNSYLVANIA :

GUILTY PLEA AGREEMENT

Under Rule 11 of the Federal Rules of Criminal Procedure, the government, the defendant, and the defendant's counsel enter into the following guilty plea agreement. Any reference to the United States or the government in this agreement shall mean the Office of the United States Attorney for the Eastern District of Pennsylvania.

1. The defendant U-Haul Company of Pennsylvania ("UHPA") agrees to plead guilty to Counts Six and Seven of the Superseding Indictment charging it with violations of the hazardous materials regulations, in violation of 49 U.S.C. § 5124, all arising from its failure, as a hazmat employer, to train its employees as required, leading to untrained, uncertified workers filling propane cylinders for customers. The defendant further acknowledges its waiver of rights, as set forth in the attachment to this agreement.

2. At the time of sentencing, the government will:

a. Move to dismiss Counts One through Five of the Superseding Indictment as to this defendant. The defendant waives the statute of limitations as to all counts to be dismissed under this agreement and agrees that if the defendant withdraws from, or successfully challenges, the guilty plea entered under this agreement, or if these counts are otherwise

reinstated under the terms of this agreement, neither the statute of limitations nor the Double Jeopardy Clause will bar prosecution on any of these dismissed counts.

b. Recommend that the Court impose the agreed-upon sentence set forth in paragraph 6.

c. Comment on the evidence and circumstances of the case; bring to the Court's attention all facts relevant to sentencing including evidence relating to dismissed counts, if any, and to the character and any criminal conduct of the defendant; address the Court regarding the nature and seriousness of the offense; respond factually to questions raised by the Court; correct factual inaccuracies in the presentence report or sentencing record; and rebut any statement of facts made by or on behalf of the defendant at sentencing.

d. Nothing in this agreement shall limit the government in its comments in, and responses to, any post-sentencing matters.

3. This agreement is conditioned upon the following: (a) defendant Miguel Rivera entering a guilty plea in this case; and (b) acceptance of that plea by a United States District Judge at the time of the guilty plea hearing. If defendant Miguel Rivera does not satisfy these two conditions, or subsequently seeks to withdraw his guilty plea, the United States Attorney's Office, in its sole discretion, will be released from all its obligations under this agreement. In addition, if defendant Miguel Rivera breaches his plea agreement, the United States Attorney's Office, in its sole discretion, may void defendant UHPA's plea agreement.

4. In the event that (a) defendant UHPA's conviction is later vacated for any reason; (b) the conviction of defendant Miguel Rivera is later vacated for any reason; (c) defendant UHPA violates this agreement; (d) defendant Miguel Rivera violates his plea agreement; (e) defendant UHPA's plea is later withdrawn; or (f) defendant Miguel Rivera's plea is later

withdrawn, the defendant waives all defenses based on speedy trial and the statute of limitations, for 120 days from any of these events.

5. The defendant understands, agrees, and has had explained to it by counsel that the Court may impose the following statutory maximum sentences: Count Six, violation of the hazardous materials regulations, five years of probation, a \$500,000 fine, and a \$400 special assessment; Count Seven, violation of the hazardous materials regulations, five years of probation, a \$500,000 fine, and a \$400 special assessment.

Total Maximum Sentence is: five years of probation, \$1,000,000 fine, and a special assessment of \$800.

6. The parties agree that this plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) and that the following specific sentence is the appropriate disposition of this case: two years of probation, a \$1,000,000 fine and a special assessment of \$800. The parties further agree that no restitution is required in this case. If the Court does not accept this plea agreement, then either the defendant or the government will have the right to withdraw from the plea agreement and insist that the case proceed to trial.

7. The defendant agrees that during any term of probation imposed at sentencing, it shall be subject to the following special conditions:

- a. The defendant shall abide by the terms of the Hazardous Materials Regulations, 49 C.F.R. Parts 100-185.
- b. The defendant shall implement a propane compliance program that includes the following requirements:

1. that hazmat employees fill all cylinders in accordance with the requirements of 49 C.F.R. §§ 173.304, 173.304a and applicable state law;
2. that records of filled cylinders, including serial number and qualification date are kept;
3. that non-certified employees do not fill cylinders, including:
 - i. through maintaining a computerized record tracking hazmat employee propane training and certification; and
 - ii. that no employee shall fill cylinders for customers until he or she is certified to do so by completion of training by the propane vendor.
- c. The defendant shall report in writing to the United States Probation Office, the United States Attorney's Office and the United States Department of Transportation's Office of Inspector General on its propane compliance program on the following schedule: within 45 days of sentencing; twelve months after sentencing; and twenty-four months after sentencing.

8. In order to facilitate the collection of the criminal monetary penalties to be imposed in connection with this prosecution, the defendant agrees fully to disclose all income, assets, liabilities, and financial interests, held directly or indirectly, whether held in its own name or in the name of a related entity, and whether held in this country or outside this country.

Accordingly, unless imposed penalties are paid within five days of sentencing:

- a. The defendant will submit a completed Financial Statement of Debtor to the U.S. Attorney's Office, in a form it provides and as it directs, within 14

days of sentencing. The defendant promises that its financial statement and disclosures will be complete, accurate, and truthful.

- b. Upon request by the United States, the defendant also agrees to submit to a financial deposition or interview prior to sentencing, and provide all documents within the defendant's possession or control as requested by the U.S. Attorney's Office regarding the defendant's financial resources and that of the defendant's household.
- c. The defendant agrees not to transfer, assign, dispose, remove, conceal, pledge as collateral, waste, or destroy property with the effect of hindering, delaying, or defrauding the United States.
- d. The defendant also agrees to execute any documents necessary to release any funds held in any repository, bank, investment, other financial institution, or any other location in order to make partial or total payment toward any monetary penalty that the Court may impose.
- e. If the defendant fails to comply with this paragraph of the plea agreement or if any of the defendant's representations pursuant to the requirements set forth in this paragraph are false or inaccurate, the government may elect to: void this agreement; and/or argue that the defendant is not entitled to a downward adjustment for acceptance of responsibility under Guideline Section 3E1.1.

9. The defendant agrees to pay the fine of \$1,000,000. The defendant agrees that any fine imposed by the Court shall be due and payable immediately and on such terms and conditions that the Court may impose. In the event the Court imposes a schedule for the payment

of the fine, the defendant understands and agrees that such a schedule represents a minimum payment obligation and does not preclude the United States Attorney's Office from pursuing any other means by which to satisfy the defendant's full and immediately enforceable financial obligation under applicable federal and/or state law.

10. The defendant agrees that fine, assessment, or other payments in this case or in a related civil settlement do not constitute extraordinary acceptance of responsibility or provide any basis to seek a downward departure or variance from the applicable Sentencing Guideline range.

11. The defendant agrees to pay the special victims/witness assessment in the amount of \$800 before the time of sentencing and shall provide a receipt from the Clerk to the government before sentencing as proof of this payment.

12. Except as stated in paragraph 6, the defendant may not withdraw its plea because the Court declines to follow any recommendation, motion, or stipulation by the parties to this agreement. No one has promised or guaranteed to the defendant what sentence the Court will impose, the statements of paragraph 6 notwithstanding.

13. Pursuant to USSG § 6B1.4, the parties enter into the following stipulations under the Sentencing Guidelines Manual. It is understood and agreed that: (1) these stipulations are not binding upon either the Probation Office or the Court; and (2) the Court may make factual and legal determinations that differ from these stipulations:

- a. The offenses of conviction fall under USSG § 2Q1.2, and are therefore excluded from the instructions of Chapter Eight for calculating a fine to be paid by a corporate defendant.

- b. Pursuant to U.S.S.G. § 8C2.10, the fine in this matter should be determined by weighing the considerations listed in 18 U.S.C. §§ 3553 and 3572.

14. If the defendant commits any federal, state, or local crime between the date of this agreement and its sentencing, or otherwise violates any other provision of this agreement, the government may declare a breach of the agreement, and may at its option: (a) prosecute the defendant for any federal crime including, but not limited to, perjury, obstruction of justice, and the substantive offenses arising from this investigation, based on and using any information provided by the defendant during the investigation and prosecution of the criminal case; (b) upon government motion, reinstate and try the defendant on any counts which were to be, or which had been, dismissed on the basis of this agreement; (c) be relieved of any obligations under this agreement regarding recommendations as to sentence; and (d) be relieved of any stipulations under the Sentencing Guidelines. Moreover, the defendant's previously entered guilty plea will stand and cannot be withdrawn by it. The decision shall be in the sole discretion of the government both whether to declare a breach, and regarding the remedy or remedies to seek. The defendant understands and agrees that the fact that the government has not asserted a breach of this agreement or enforced a remedy under this agreement will not bar the government from raising that breach or enforcing a remedy at a later time.

15. If the Court accepts the recommendation of the parties and imposes the sentence stated in paragraph 6 of this agreement, the government agrees that it will not file any appeal of the sentence in this case, and the defendant agrees that it voluntarily and expressly waives all rights to appeal or collaterally attack the conviction, sentence, or any other matter relating to this prosecution, whether such a right to appeal or collateral attack arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law. As part of this knowing and

voluntary waiver of the right to appeal or collaterally attack the conviction and sentence, the defendant expressly waives the right to raise on appeal or on collateral review any argument that (1) the statute to which the defendant is pleading guilty is unconstitutional and (2) the admitted conduct does not fall within the scope of the statute. However, the defendant retains the right to file a claim, if otherwise allowed by law, that an attorney who represented the defendant during the course of this criminal case provided constitutionally ineffective assistance

16. If the Court does not accept the recommendation of the parties to impose the sentence stated in paragraph 6 of this agreement, and the defendant nevertheless decides to enter a guilty plea, without objection by the government, then the defendant voluntarily and expressly waives all rights to appeal or collaterally attack the defendant's conviction, sentence or any other matter relating to this prosecution, whether such a right to appeal or collateral arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law. As part of this knowing and voluntary waiver of the right to appeal or collaterally attack the conviction and sentence, the defendant expressly waives the right to raise on appeal or on collateral review any argument that (1) the statute to which the defendant is pleading guilty is unconstitutional and (2) the admitted conduct does not fall within the scope of the statute.

a. Notwithstanding the waiver provision above, if the government appeals from the sentence, then the defendant may file a direct appeal of its sentence.

b. If the government does not appeal, then notwithstanding the waiver provision set forth in this paragraph, the defendant may file a direct appeal or petition for collateral relief but may raise only a claim, if otherwise permitted by law in such a proceeding:

(1) that the defendant's sentence on any count of conviction exceeds the statutory maximum for that count as set forth in paragraph 5, above;

(2) challenging a decision by the sentencing judge to impose an "upward departure" pursuant to the Sentencing Guidelines;

(3) challenging a decision by the sentencing judge to impose an "upward variance" above the final Sentencing Guideline range determined by the Court; and

(4) that an attorney who represented the defendant during the course of this criminal case provided constitutionally ineffective assistance of counsel.

If the defendant does appeal or seek collateral relief pursuant to this subparagraph, no issue may be presented by the defendant in such a proceeding other than those described in this subparagraph.

17. The defendant acknowledges that filing an appeal or any collateral attack waived in the preceding paragraph may constitute a breach of this plea agreement. The government promises that it will not declare a breach of the plea agreement on this basis based on the mere filing of a notice of appeal, but may do so only after the defendant or his counsel thereafter states, either orally or in writing, a determination to proceed with an appeal or collateral attack raising an issue the government deems barred by the waiver. The parties acknowledge that the filing and pursuit of an appeal constitutes a breach only if a court determines that the appeal does not present an issue that a judge may reasonably conclude is permitted by an exception to the waiver stated in the preceding paragraph or constitutes a "miscarriage of justice" as that term is defined in applicable law.

18. The defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

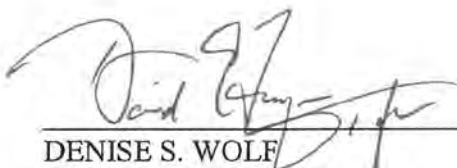
20. The defendant is satisfied with the legal representation provided by the defendant's lawyer; the defendant and this lawyer have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that it is guilty.

21. The defendant will acknowledge acceptance of this plea agreement by the signature of its counsel and of a responsible corporate officer. The defendant shall provide to the government for attachment to this plea agreement a notarized resolution of the defendant's Board of Directors authorizing the corporation to enter a plea of guilty and authorizing that responsible corporate officer to execute this agreement.

22. It is agreed that the parties' guilty plea agreement contains no additional promises, agreements, or understandings other than those set forth in this written guilty plea agreement, and that no additional promises, agreements, or understandings will be entered into unless in writing and signed by all parties.

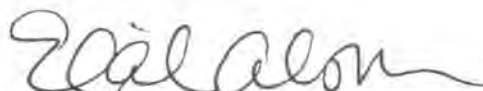
JENNIFER A. WILLIAMS
Attorney for the United States
Acting Under Authority Conferred by
28 U.S.C. § 515


U-HAUL COMPANY OF PENNSYLVANIA


DENISE S. WOLF
Chief, Criminal Division
Assistant United States Attorney

By: LAURENCE DE ROBINO General Counsel
Printed Name and Title of Signor


ERIC W. SITARCHUK
Counsel for Defendant


ELIZABETH ABRAMS
Assistant United States Attorney

Date: 1/24/19

Attachment

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA

:

v.

:

CRIMINAL NO. 18-247-01

U-HAUL COMPANY OF PENNSYLVANIA

:

ACKNOWLEDGMENT OF RIGHTS

I hereby acknowledge, on behalf of the defendant, that the defendant has certain rights that I will be giving up by pleading guilty.

1. I understand that the defendant does not have to plead guilty.
2. The defendant may plead not guilty and insist upon a trial.
3. At that trial, I understand
 - a. that the defendant would have the right to be tried by a jury that would be selected from the Eastern District of Pennsylvania and that along with my attorney, the defendant would have the right to participate in the selection of that jury;
 - b. that the jury could only convict the defendant if all 12 jurors agreed that they were convinced of my guilt beyond a reasonable doubt;
 - c. that the government would have the burden of proving my guilt beyond a reasonable doubt and that I would not have to prove anything;
 - d. that the defendant would be presumed innocent unless and until such time as the jury was convinced beyond a reasonable doubt that the government had proven that I was guilty;
 - e. that the defendant would have the right to be represented by a lawyer at this trial and at any appeal following the trial;
 - f. that through its lawyer the defendant would have the right to confront and cross-examine the witnesses against it;

g. that the defendant could present testimony in its defense if it wanted to and could subpoena witnesses to testify in its defense if it wanted to; and

h. that it would not have to present any defense if it did not want to and that if it did not present any evidence, the jury could not hold that against the defendant.

4. I understand that if the defendant pleads guilty, there will be no trial and, on behalf of the defendant, I would be giving up all of the rights listed above.

5. I understand that if I decide to enter a plea of guilty on behalf of the defendant, the judge will ask me questions under oath and that if I lie in answering those questions, I could be prosecuted for the crime of perjury, that is, for lying under oath.

6. I understand that if the defendant pleads guilty, it has given up its right to appeal, except as set forth in the appellate waiver provisions of the plea agreement.

7. Understanding that the defendant has all these rights and that by entering a plea of guilty on behalf of the defendant, the defendant is giving them up, the defendant still wishes to plead guilty.

8. I acknowledge that no one has promised me or the defendant what sentence the Court will impose. I am aware and have discussed with the defendant's attorney that, at sentencing, the Court will calculate the Sentencing Guidelines range (including whether any departures apply), and then, in determining the sentence, will consider the Guideline range and all relevant policy statements in the Sentencing Guidelines, along with other sentencing factors set forth in 18 U.S.C. § 3553(a), including

(1) the nature and circumstances of the offense and history and characteristics of the defendant;

(2) the need for the sentence imposed-- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense; (B) to afford adequate deterrence to criminal conduct; (C) to protect the public from further crimes of the defendant; and (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner;

(3) the kinds of sentences available;

(4) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and

(5) the need to provide restitution to any victims of the offense.



U-HAUL COMPANY OF PENNSYLVANIA

By: LAURENCE DERESPINO General Counsel
Printed Name and Title of Signor



ERIC W. SITARCHUK
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Dated: 1/24/19