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Superior Court of California  
County of Los Angeles

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Attorneys for Plaintiffs ELIZABETH VOTAVA, CHERYL DOWNEY,  
and RODERICK GOFF II on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

CHERYL DOWNEY, an individual,  
ELIZABETH VOTAVA, an individual,  
RODERICK GOFF II, an individual, on behalf  
of themselves and all others similarly situated,

CASE NUMBER:

CLASS ACTION

BC 575 661

COMPLAINT FOR:

1. False Advertising "Bait and Switch"  
Violation of California's Unfair Competition  
Law (Business and Professions Code §§  
17200 et seq.)
  2. Violation of the California Self-Service  
Storage Facility Act (Business and Professions  
Code §§ 21713.5(a)(1))
  3. Violation of the California Self-Service  
Storage Facility Act (Business and Professions  
Code §§ 21713.5(a)(3))
  4. Violation of the Consumer Legal Remedies  
Act (Civil Code §§ 1750 et seq. and 1770 et seq.)
- DEMAND FOR JURY TRIAL

Plaintiffs,

v.

PUBLIC STORAGE, INC, a Maryland  
Corporation and Does 1-25, inclusive,

Defendants.

DOWNEY et al v. PUBLIC STORAGE  
COMPLAINT

1 Individual and Representatives PLAINTIFFS ELIZABETH VOTAVA ("VOTAVA"),  
2 CHERYL DOWNEY ("DOWNEY"), and RODERICK GOFF II ("GOFF") (hereinafter referred  
3 to as "PLAINTIFFS" OR collectively "VOTAVA, DOWNEY & GOFF") on behalf of  
4 themselves and all other similarly situated, complain as follows:

5  
6 INTRODUCTION

7 1. This action is brought as a class action under the provisions of California Code of Civil  
8 Procedure section 382.

9 PARTIES

10 2. Individual and Representative Plaintiff VOTAVA is a resident of Los Angeles County,  
11 California and was a resident of Los Angeles County at all relevant times herein.

12 3. Individual and Representative Plaintiff DOWNEY is a resident of Los Angeles County,  
13 California and was a resident of Los Angeles County at all relevant times herein.

14 4. Individual and Representative Plaintiff GOFF is a resident of Los Angeles County,  
15 California and was a resident of Los Angeles County at all relevant times herein.

16 5. PUBLIC STORAGE INC (PS or DEFENDANT) is a Maryland Corporation with its  
17 corporate headquarters in Glendale, California which owns and operates approximately 1000 self  
18 storage facilities branded "Public Storage" throughout California.

19 6. The true names and capacities, whether individual, corporate, associate, representative or  
20 otherwise, of the DEFENDANT identified herein as Does 1 through 25, inclusive, are unknown  
21 to plaintiffs, who therefore sues these DEFENDANTS by said fictitious names. Plaintiffs will  
22 amend this complaint to allege the true names and capacities of Does 1 through 25 when they  
23  
24  
25  
26

1 have been ascertained. DOES 1 through 25 are in some manner legally responsible for the  
2 wrongs and injuries alleged herein.

3 7. Each defendant acted as the agent or employee of the others and each acted within the  
4 scope of that agency or employment.

5  
6 JURISDICTION AND VENUE

7 8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure Section CC  
8 § 1780(c), CC § 410.10 and Business and Professions Code § 17203 because the Corporation  
9 resides in California and does business in this County. On behalf of themselves and all others  
10 similarly situated, plaintiffs seek damages in excess of the jurisdictional minimum of this Court.

11 CLASS ACTION ALLEGATIONS

12 9. PLAINTIFFS bring this action on their own behalf, and on behalf of all persons similarly  
13 situated. Such a representative action is necessary to prevent and remedy the deceptive, unlawful  
14 and unfair practices alleged herein.

15  
16 10. This action is brought and may be properly maintained as a class action pursuant to the  
17 provisions of *Code of Civil Procedure* section 382. Plaintiffs bring this action on behalf of  
18 themselves and all members of the following defined classes:

19 (a) Class One: False Advertising: All California tenants who entered a contract with  
20 Public Storage for a storage facility in the past four (4) years and paid an extra  
21 “administrative fee” over and above the advertised “First Month \$1.”

22 (b) Class Two: 1st Late Fee Subclass: All California customers of Defendant, who  
23 were charged a 1st late fee earlier than permitted by B&P 21713.5(a)(1) at any  
24 time within the past four (4) years.  
25  
26

1 (c) Class Three: 2nd Late Fee Subclass: All California customers of Defendant., who  
2 were charged an additional, second, late fee in violation of B&P 21713.5(a)(3) at  
3 any time within the past four (4) years.  
4

5 11. Plaintiff GOFF is a putative class representative of Class One.

6 12. Plaintiff VOTAVA is a putative class representative of Class Two.

7 13. Plaintiff DOWNEY is a putative class representative of Class Three.

8 14. Excluded from any of the above Class are Defendants named herein; officers and directors  
9 of Defendants; members of the immediate family of any Defendant; any judges or justices to  
10 whom this action is assigned and their immediate families; and the legal representatives, heirs,  
11 successors, or assigns of any such excluded party.

12 15. The members of each class are so numerous that joinder of all members is impracticable.  
13 While the exact number of class members for each class is unknown to plaintiffs at this time and  
14 can only be ascertained through discovery, plaintiffs believe that there are at least 50,000  
15 members of the proposed classes.  
16

17 16. There is a well-defined community of interest among the members of each of the proposed  
18 classes. Each Plaintiff, like all other members of their respective class, have a community of  
19 interest because they have either been subjected to illegal bait and switch advertising resulting in  
20 paying more for a storage space than was offered, or paying illegal late fees in violation of  
21 B&P §§ 21713.5(a)(1) or 21713.5(a)(3). This has resulted in the improper collection of late fees  
22 and monies from Plaintiffs and class members.  
23  
24  
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1 17. The factual bases of Defendant's misconduct are common to all members of each class and  
2 represent a common practice of wrongful conduct resulting in damages to all members of each  
3 class.

4 18. There are numerous questions of law and fact common to Plaintiffs and the members of  
5 each class and those questions predominate over any questions that may affect individual  
6 members of the class.  
7

8 THE COMMON ALLEGATIONS AND QUESTIONS OF FACTS

9 19. DEFENDANT is the owner and operator of approximately 1000 "self-service storage  
10 facilities" in California. These are Self service Storage Facilities - as defined by Business and  
11 Professions Code § 21700 hereinafter the "California Self-service Storage Facilities Act" or  
12 "SSSFA").  
13

14 20. "Bait And Switch" advertising, the luring of customers by advertising something without  
15 the intention of delivering, is prohibited in California by Business and Professions Code §§  
16 17200 et seq. and Civil Code §§ 1750 et seq. and 1770 et seq. Within four years of the filing of  
17 this complaint, Plaintiff GEOFF and Class One tenants entered into a contract to rent storage  
18 facilities at Public Storage but instead of paying "\$1 for the First Month as advertised were  
19 charged \$23, or more for the first month, a disparity of at least twenty-two (22) dollars more than  
20 the advertised promotion. In addition, the time period covered by the \$23 did not cover the first  
21 30 days of occupancy as one would expect from the advertisement, and as such said practice  
22 should be prohibited and enjoined.  
23

24 21. The SSSFA permits the Storage Facility to assess late fees pursuant to 21713.5(a)(1) only if  
25 the rental fee remains unpaid for at least ten (10) days after the date specified in the rental  
26

1 agreement. Defendant assessed Plaintiff VOTAVA and Class Two late fees prior to statutory  
2 authorization, specifically, after only nine (9) days late, instead of ten days late.

3 22. Business and Professions Code § 21713.5 (a)(3) prohibits more than a single late fee and  
4 also imposes substantive limits on late fees. Plaintiff DOWNEY, and members of Class Three  
5 were charged a 2<sup>nd</sup> late fee which violated both the “single late fee” and the substantive limit of  
6 allowable late fees.  
7

8 23. The common questions of law and fact for Class One: Among the questions of law and  
9 fact common to the Class One are as follows:

- 10 (a) Whether DEFENDANT violated Business and Professions Code Section 17200 et  
11 seq. by ‘bait and switch’ advertising, and by mischarging class members for the  
12 first month;  
13  
14 (b) Whether DEFENDANT’S conduct was unfair;  
15  
16 (c) Whether DEFENDANT was unjustly enriched because of their conduct;  
17  
18 (d) Whether class members are entitled to injunctive relief to enjoin DEFENDANT’S  
19 alleged unlawful practices;  
20  
21 (e) Whether the class members sustained damages and, if so, whether there is a  
22 proper measure of damages; and  
23  
24 (f) Whether the class members are entitled to restitution, interest and/or other  
25 equitable relief and penalties.  
26

27 24. The Common questions of law and fact for Class Two: Among the common questions of  
law and fact common to Class Two are as follows:

- 1 (a) Whether DEFENDANT' conduct was otherwise unlawful in violation of B&P  
2 21713.5(a)(1) by prematurely charging a late fee;  
3  
4 (b) Whether DEFENDANT was unjustly enriched because of their conduct;  
5  
6 (c) Whether class members were damaged as a result of DEFENDANT'S unlawful  
7 conduct;  
8  
9 (d) Whether class members are entitled to injunctive relief to enjoin DEFENDANT'S  
10 alleged unlawful practices;  
11  
12 (e) Whether the class members sustained damages and, if so, whether there is a  
13 proper measure of damages; and  
14  
15 (f) Whether the class members are entitled to restitution, interest and/or other  
16 equitable relief and penalties.

17 25. The Common questions of law and fact for Class Three: Among the common questions of  
18 law and fact common to Class Three are as follows:  
19

- 20 (a) Whether DEFENDANT'S conduct was otherwise unlawful in violation of B&P  
21 21713.5(a)(3) by unlawfully charging a second late fee.  
22  
23 (b) Whether DEFENDANT was unjustly enriched because of their conduct;  
24  
25 (c) Whether class members were damaged as a result of DEFENDANT'S unlawful  
26 conduct;  
27  
28 (d) Whether class members are entitled to injunctive relief to enjoin DEFENDANT'S  
29 alleged unlawful practices;  
30  
31 (e) Whether the class members sustained damages and, if so, whether there is a  
32 proper measure of damages; and

1 (f) Whether the class members are entitled to restitution, interest and/or other  
2 equitable relief and penalties.

3 26. This class action seeks injunctive relief, including but not limited to an injunction,  
4 requiring DEFENDANT to: (1) Legally Disclose the Conditions of the \$1 Promotional Offer in  
5 the Same View and Prominence as the Offer; (2) Stop assessing late fees before 10 days have  
6 passed after the rent charged in the lease becomes due; (3) Not assess a second late fee, by  
7 removing a fee that is dependent solely on the passage of time; (4) Stop the practice of  
8 prematurely cutting consumers' locks and replacing the cut locks with PUBLIC STORAGE's  
9 locks rather than double locking the storage lockers; and (5) Prohibiting PUBLIC STORAGE's  
10 practice of failing to provide signed contracts to consumers.

12 27. Plaintiffs and class members also seek restitutionary disgorgement of money as follows:  
13 (1) At least \$22 mischarged by "bait and switch" scheme during the class period. (2) Late fees  
14 charged and paid in violation of § 21713.5 (a)(1) during the class period; (3) unlawful late fees  
15 ("Pre Lien Fees") charged and paid in violation of § 21713.5 (a)(3) during the class period.

17 28. Plaintiffs' claims are typical of the claims of the other members of the class. Plaintiff and  
18 all the members of each class have sustained economic damage arising out of the common  
19 course of conduct as alleged herein.

20 29. Plaintiff(s) will fairly and adequately represent and protect the interests of the class. They  
21 have retained counsel with substantial experience in prosecuting consumer class actions.  
22 Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the  
23 class and have the financial resources necessary to do so. Neither Plaintiffs nor their counsel  
24 have any interest adverse to those of the class.  
25



1 30. An estimated 50,000 putative class members have been subjected to DEFENDANT'S  
2 alleged unlawful conduct. The number and identity of the members of each class can be  
3 determined from DEFENDANT'S records.

4 31. PLAINTIFFS know of no difficulties to be encountered in the management of this action  
5 which would preclude maintenance of the class action. Relief concerning PLAINTIFFS' rights  
6 under the laws alleged herein and with respect to each class would be appropriate.  
7

8 32. A class action is superior to other available methods for the fair and efficient adjudication  
9 of this controversy since individual joinder of all members of the class is impracticable. Further,  
10 as the damages suffered by each individual member of the class may be relatively small, the  
11 expense and burden of individual litigation would make it difficult or impossible for individual  
12 members of the class to redress the wrongs done to them. The cost to the court system of such  
13 individual adjudication would be substantial. Individualized litigation would also present the  
14 potential for inconsistent or contradictory judgments and would magnify the delay and expense  
15 to all parties and the court system in multiple trials of identical factual issues. By contrast, the  
16 conduct of this action as a class action presents fewer management difficulties, conserves the  
17 resources of the parties and the court system and protects the rights of each class member.  
18

19 FACTUAL ALLEGATIONS

20 33. Within 4 years of the filing of this suit, DEFENDANT, and each of them, have  
21 systematically and intentionally violated B&P §§ 17200, and 21700 et seq in the following ways:

- 22 • Falsely offered a "\$1 first month" promotion with no intention of honoring the  
23 advertisement.  
24

- Levying a first late fee after only 9 days of delinquency in violation of § 21713.5 (a)(1)
- Levying a second late fee (pre lien fee) solely due to the passage of time as prohibited procedurally and substantively by § 21713.5 (a)(3)

34. These activities have resulted in at least \$22 in damages for Class One, and illegal late fee damages for Class Two and Class Three members as well as unjustly enriching DEFENDANT.

#### FIRST CAUSE OF ACTION

(Violations of the California Unfair Competition Law,  
Business and Professions Code section 17200 et seq.)

35. Plaintiff GOFF incorporates by reference and realleges each and every allegation contained in paragraphs 1 through 33 above as though fully set forth herein.

36. California Business and Professions Code section 17200 et seq. ("Section 17200"), also known as the California Unfair Competition Law ("UCL"), prohibits acts of "unfair competition," including any unlawful, unfair, fraudulent or deceptive business act or practice as well as "unfair, deceptive, untrue or misleading advertising."

37. Defendant violated the "unfair," "unlawful," and "fraudulent" prongs of the UCL by, inter alia, advertising a "\$1 for First Month" special with no intention of honoring said advertisement, as is evidenced by the charge of at least an additional \$22.00 "administrative fee", before allowing a customer to utilize a storage unit, and by not disclosing to the prospective customer, in the same view and prominence as the \$1 special advertisement that such administrative fee would be charged.

1 38. In addition, the “first month” is actually not the first month of tenancy, but initially just to  
2 the end of the month in which the tenancy commenced at which time another payment is due for  
3 the next month.

4 39. The false advertising violates the “unfair” prong because the practices are oppressive,  
5 unscrupulous, and injurious to consumers.

6  
7 40. As a direct and proximate result of DEFENDANT’S unfair and deceptive business  
8 practices, Plaintiffs and the members of the class have suffered injury in fact consisting of  
9 improper administrative costs.

10 41. As a direct and proximate result of DEFENDANT’S unfair and deceptive business  
11 practices, DEFENDANT’S have been unjustly enriched and should be ordered to make  
12 restitution to plaintiffs and the members of Class One pursuant to Business and Professions Code  
13 sections 17203 and 17204.

14  
15 42. The unlawful, unfair and fraudulent business practices of DEFENDANT, described  
16 herein, presents a continuing threat to Plaintiffs, each class member and members of the public in  
17 that DEFENDANT persist and continue to engage in these practices and prey upon the public,  
18 and will not cease doing so unless and until forced to do so by this Court. DEFENDANT’S  
19 conduct is causing and will continue to cause injury to Plaintiffs and the class unless enjoined or  
20 restrained.

21 43. WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated,  
22 demand judgment as set forth hereinafter.  
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1 50. WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated,  
2 demand judgment as set forth hereinafter.

3 THIRD CAUSE OF ACTION

4 (Violation of Business and Professions Code Section 21713.5(a)(3))

5 51. Plaintiff DOWNEY incorporates by reference and realleges each and every allegation  
6 contained in paragraphs 1 through 49 above as though fully set forth herein.

7 52. The SSSFA provides at 21713.5(a)(3) that "Only one late payment fee shall be assessed  
8 for each rental fee payment that is not paid on the date specified in the rental agreement".

9 53. Defendant violated the SSSFA by charging Plaintiff DOWNEY and the putative Class  
10 Three a second late fee in violation of B&P § 21713.5(a)(3), specifically, charging a second late  
11 fee on the same rental fee payment for which a previous late fee had already been assessed.  
12 Said second late fee was triggered as a result of the passage of time only and does not correlate  
13 to any additional expenses incurred by Defendant.  
14

15 54. As a direct and proximate result of Defendant's violation of the SSSFA section  
16 21713.5(a)(3), Plaintiffs and the putative Class Three have suffered injuries equal to the  
17 improperly assessed second late fee plus legal interest thereon.  
18

19 55. Defendant has been unjustly enriched as a result of said illegal behavior and in the  
20 alternative Defendant should be ordered to disgorge said ill-gotten gains and make restitution to  
21 said members of Class Three.  
22

23 56. The unlawful, unfair and fraudulent business practices of DEFENDANT, described  
24 herein, presents a continuing threat to Plaintiffs, each class member, and members of the public  
25 in that DEFENDANT persist and continue to engage in these practices and prey upon the public,  
26

1 and will not cease doing so unless and until forced to do so by this Court. DEFENDANT'S  
2 conduct is causing and will continue to cause injury to Plaintiffs and the class unless enjoined or  
3 restrained.

4 57. WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated,  
5 demand judgment as set forth hereinafter.  
6

7 FOURTH CAUSE OF ACTION

8 (Consumers Legal Remedies Act—Civil Code section 1750 et seq.)

9 58. Plaintiffs DOWNEY, VOTAVA and GOFF incorporate by reference and reallege each  
10 and every allegation contained in paragraphs 1 through 56 above as though fully set forth herein.

11 59. Plaintiffs and the members of the classes are “consumers” as that term is defined in Civil  
12 Code section 1761(d), who purchased or leased self storage space and purchased locks and  
13 incidental items offered by DEFENDANT primarily for personal, family or household use.  
14

15 60. Plaintiffs and members of the consumer classes risk injury as a result of the use or  
16 employment by DEFENDANT of unfair or deceptive methods, acts and practices prohibited by  
17 Civil Code section 1770, undertaken by DEFENDANT in transactions intended to result and/or  
18 which did result in the sale of goods and/or services‘ to consumers.

19 61. The CLRA prohibits the use or employment of methods, acts, and practices declared  
20 unlawful by including, but not limited to the following acts: (i) advertising “goods or services  
21 with the intent not to sell them as advertised” (ii) misrepresenting that transactions confer or  
22 involve rights, remedies, or obligations which they did not have or involve, or which are  
23 prohibited by law; (iii) representing that the subjects of transaction has been supplied in  
24 accordance with previous representations, when it has not; and (iv) inserting unconscionable  
25  
26

1 provisions into a contract. The CLRA also prohibits businesses from omitting, concealing, and/  
2 or failing to make representation that they otherwise have a legal duty to make.

3 62. “Bait and Switch” advertising and mischarging late fees are illegal acts which  
4 PLAINTIFFS seek to enjoin for all class members because unless DEFENDANT is enjoined  
5 from continuing to engage in these practices, plaintiff(s), the members of the class, who lack an  
6 adequate remedy at law to deter DEFENDANT’S wrongful conduct, will be harmed sometimes  
7 irreparably if the wrongs perpetrated by DEFENDANT lead to the sale of treasured personal  
8 property.

9  
10 63. Plaintiffs further request that Defendants be enjoined from failing to double lock storage  
11 lockers as they represent and instead cut owners’ locks and replace said cut locks with its own  
12 locks to the detriment and damage of consumers.

13 64. Defendants should be further enjoined from failing to provide their customers with an  
14 executed copy of the service contract.

15  
16 65. Defendants may have violated other California statutes or violated California common  
17 law and plaintiffs reserve the right to amend this Complaint upon discovering said violations and  
18 also specifically reserve the right to seek certification of new classes where appropriate.

19 66. Reserved.

20 67. WHEREFORE, plaintiffs, on behalf of themselves and all others similarly situated,  
21 demand judgment as set forth hereinafter.

22 PRAYER FOR RELIEF

23 FOR ALL CAUSES OF ACTION

24  
25 1. For certification of this action as a class for each of the classes as set forth hereinabove.

1                   FOR THE FIRST CAUSE OF ACTION FOR VIOLATION OF BUSINESS AND  
2                                   PROFESSIONS CODE SECTIONS 17200 et seq.

- 3           1.   For an award of compensatory damages in an amount according to proof at trial;  
4  
5           2.   For disgorgement of compensation and benefits obtained as a result of DEFENDANT'S  
6 wrongful conduct;  
7  
8           3.   For restitution to Plaintiffs of Class One; and  
9  
10          4.   For preliminary and permanent injunctive relief prohibiting DEFENDANT from engaging  
11 in the wrongful practices alleged in this Complaint.

12                   FOR THE SECOND CAUSE OF ACTION FOR VIOLATION OF BUSINESS AND  
13                                   PROFESSIONS CODE SECTION 21713.5(a)(1)

- 14           1.   For an award of compensatory damages in an amount according to proof at trial;  
15  
16           2.   For disgorgement of compensation and benefits obtained as a result of DEFENDANT'S  
17 wrongful conduct;  
18  
19           3.   For restitution to Class Two members in an amount according to proof; and  
20  
21           4.   For preliminary and permanent injunctive relief prohibiting DEFENDANT from engaging  
22 in the wrongful practices alleged in this Complaint.

23                   FOR THE THIRD CAUSE OF ACTION FOR VIOLATION OF BUSINESS AND  
24                                   PROFESSIONS CODE SECTION 21713.5(a)(3)

- 25           1.   For an award of compensatory damages in an amount according to proof at trial;  
26  
27           2.   For disgorgement of compensation and benefits obtained as a result of DEFENDANT'S  
28 wrongful conduct;  
29  
30           3.   For restitution to Class Three members in an amount according to proof; and



4. For preliminary and permanent injunctive relief prohibiting DEFENDANT from engaging in the wrongful practices alleged in this Complaint.

FOR THE FOURTH CAUSE OF ACTION FOR VIOLATION OF THE CONSUMERS  
LEGAL REMEDIES ACT

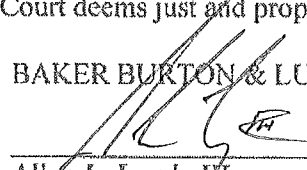
1. For preliminary and permanent injunctive relief prohibiting DEFENDANT from practices alleged in all Causes of Action stated above; and
2. For an award of attorneys fees as permitted by law.

FOR ALL CAUSES OF ACTION

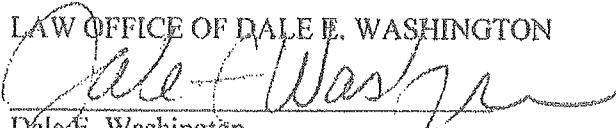
1. For costs incurred; and
2. For such other and further relief as the Court deems just and proper.

Dated: 3/2/15


BAKER BURTON & LUNDY, P.C.

  
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Attorneys for PLAINTIFF  
RODERICK GOFF II

Dated: 2/28/2015

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ELIZABETH VOTAVA

Dated: 3/2/15

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