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8 *Attorneys for Defendant Extra Space Storage Inc.*

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA

12 ALEXANDRU IONESCU, LENAY
 13 JOHNSON and LAMAR MOSLEY,
 individually and on behalf of themselves and
 14 all other similarly situated,

15 *Plaintiffs,*

16 vs.

17 EXTRA SPACE STORAGE INC.,

18 *Defendant.*

Case No. _____

DEFENDANT EXTRA SPACE STORAGE INC.'S NOTICE OF REMOVAL

FIRST AMENDED COMPLAINT FILED IN
ALAMEDA COUNTY SUPERIOR COURT:
MARCH 25, 2019

NOTICE OF REMOVAL FILED: APRIL 24,
2019

1 **TO THE CLERK OF THE COURT, PLAINTIFFS AND PLAINTIFFS’**
2 **ATTORNEYS OF RECORD:**

3 PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453,
4 Defendant Extra Space Storage Inc. (“Extra Space” or “Defendant”), by and through its attorneys,
5 hereby removes to this Court the action entitled *Johnson v. Extra Space Storage Inc.*, Case No.
6 RG19004671 (the “Action”), which was originally filed in the Superior Court of California for the
7 County of Alameda. As the requisite “short and plain statement of the grounds for removal,” 28
8 U.S.C. § 1446(a), Extra Space states as follows:

9 **I. INTRODUCTION**

10 1. As set forth below, this Action is properly removed to this Court pursuant
11 to 28 U.S.C. § 1441 because this Court has jurisdiction under the Class Action Fairness Act, 28
12 U.S.C. § 1332(d)(“CAFA”), as this is a civil action between citizens of different states, where the
13 amount in controversy exceeds the sum of \$5,000,000 exclusive of costs and interest, and the
14 putative class has more than 100 members.

15 **II. BACKGROUND**

16 2. On January 28, 2019, plaintiffs Lenay Johnson and Lamar Mosley
17 commenced this putative class action by filing a complaint in the Alameda County Superior Court.
18 That complaint was served on Defendant on February 4, 2019.

19 3. On March 5, 2019, prior to Defendant’s deadline to answer or otherwise
20 respond to the complaint, the parties entered a “Stipulation to Extend Deadlines” which the Court so
21 ordered. In that stipulation the parties agreed that plaintiffs Johnson and Mosley would file an
22 amended complaint on March 25, 2019, and defendant’s deadline to answer or otherwise respond to
23 the amended complaint would be April 24, 2019.

24 4. On March 25, 2019, plaintiffs Lenay Johnson and Lamar Mosley filed
25 their first amended complaint (“FAC”). The FAC added a third plaintiff Alexandru
26 Ionescu (along with Johnson and Mosley, “Plaintiffs”).¹

27 ¹ The Summons and Complaint with its Exhibit, and the Summons and First Amended Complaint
28

1 5. The FAC alleges violations of California’s Unfair Competition Law
2 (Cal. Bus. & Prof. Code. § 17200), California’s False Advertising Law (Cal. Bus. & Prof. Code §
3 17500), California’s Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*). (FAC ¶ 9.)

4 6. The proposed putative class consists of “[a]ll persons residing in the
5 United States who signed leases for storage units in California from Extra Space Storage from
6 January 28, 2015 to present.” (*Id.* ¶ 56.)

7 7. The FAC seeks an order “requiring Defendant to restore monies
8 that Defendant acquired from Plaintiffs and Class members in the amount not less than the
9 difference between any increase in Plaintiffs and Class Members’ rental rates and the original rental
10 rates to which Plaintiffs and Class members agreed in their leases.” (*Id.* ¶ 72.) The Complaint also
11 seeks injunctive relief, interest, costs, and fees. (*Id.* ¶¶ 73-76.)

12 8. Extra Space has not filed an answer or responsive pleading to the FAC.²

13 **III. BASIS FOR REMOVAL**

14 9. CAFA creates federal jurisdiction over putative class actions in which:
15 (a) the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs; (b) any
16 plaintiff is a citizen of a State different from any defendant; and (c) the putative class consists of
17 more than 100 members. 28 U.S.C. §§ 1332(d)(2)(A) and (d)(5). This action meets each of these
18 requirements.

19 **A. The Amount In Controversy Exceeds \$5,000,000**

20 10. In considering removal under CAFA, the Supreme Court has made clear
21 that “a defendant’s notice of removal need include only a plausible allegation that the amount in
22 controversy exceeds the jurisdictional threshold. Evidence establishing the amount is required by §
23 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant’s allegation.”
24 *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 554 (2014).

25 11. Although Extra Space denies all liability and further denies that class

26 _____
27 with its Exhibit, as well as “all process, pleadings, and orders served” on Defendants
28 in this Action, 28 U.S.C. § 1446(a), are attached hereto as Exhibit A.

² Nor did Extra Space file an answer or responsive pleading to the original complaint.

1 treatment is appropriate for this Action, if damages or restitution were awarded on Plaintiffs'
2 claims, the aggregate amount would exceed \$5,000,000 exclusive of interests and costs.

3 12. Extra Space denies Plaintiffs' substantive allegations, denies that
4 Plaintiffs are entitled to any of the relief sought in their Complaint, and does not waive any defense
5 with respect to any of Plaintiffs' claims. Nonetheless, the amount in controversy is determined by
6 accepting Plaintiff's allegations as true. *See, e.g., Campbell v. Vitran Exp., Inc.*, 471 F. App'x 646,
7 648 (9th Cir. 2012); *Nguyen v. Ericsson, Inc.*, 2018 WL 2836076, at *2 (N.D. Cal., 2018); *Cain v.*
8 *Hartford Life & Accident Ins. Co.*, 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012) (citing *Kenneth*
9 *Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp. 2d 993, 1001 (C.D. Cal. 2002)) ("In
10 measuring the amount in controversy, a court must assume that the allegations of the complaint are
11 true and assume that a jury will return a verdict for the plaintiff on all claims made in the
12 complaint.")

13 13. The Complaint seeks an order "requiring Defendant to restore monies
14 that Defendant acquired from Plaintiffs and Class members in the amount not less than the
15 difference between any increase in Plaintiffs and Class Members' rental rates and the original rental
16 rates to which Plaintiffs and Class members agreed in their leases." (FAC ¶ 79.) Plaintiffs claim
17 that their rates increased by \$19, \$31, and \$5 per month, respectively. (*Id.* ¶¶ 34, 43, 50-52.) In
18 pursuing such restitution, Plaintiffs seek to represent "[a]ll persons residing in the United States
19 who signed leases for storage units in California from Extra Space Storage from January 28, 2015 to
20 present." (*Id.* ¶ 49.)

21 14. Plaintiffs state that the restitution they seek is "believed to exceed the
22 hundreds of thousands, *or possibly millions*, of dollars in the aggregate." (*Id.* ¶ 66.) (emphasis
23 supplied)

24 15. Given the controverted sum per unit, per month, and the size of the
25 purported class as pleaded by Plaintiffs (all U.S. residents who signed leases for storage units in
26 California from Extra Space during the four-year period in question), the amount in controversy,
27 exclusive of interests and costs, well exceeds \$5,000,000.
28

1 **B. There Is Minimal Diversity Between Plaintiffs and Defendant**

2 16. CAFA requires only minimal diversity, and in putative class actions,
3 “[t]he district courts shall have original jurisdiction of any civil action in which...any member of a
4 class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).
5 Such diversity exists here.

6 17. Plaintiffs are citizens of California. (FAC ¶ 10) (“Plaintiff Alexandru
7 Ionescu is a resident of San Diego, California.”); (*Id.* ¶ 11) (“Plaintiff Lenay Johnson is a resident of
8 Hawthorne, California.”); (*Id.* ¶ 11) (“Plaintiff Lamar Mosley is a resident of Oakland,
9 California.”).

10 18. For purposes of diversity, a corporation is deemed to be a citizen of
11 (1) The state under whose laws it is organized; and (2) the state of its “principal place of business.”
12 28 U.S.C. § 1332(c)(1).

13 19. Defendant Extra Space is “a Maryland corporation with its headquarters
14 and principal place of business in Utah.” (FAC ¶ 13.)

15 20. Therefore, because Plaintiffs are citizens of California, and Defendant is
16 A citizen of Maryland and Utah, the diversity requirement is satisfied.

17 **C. The Proposed Putative Class Exceeds 100 Members**

18 21. Plaintiffs allege that “[m]embers of the class are so numerous that
19 joinder is impracticable: While the exact number of class members is unknown to Plaintiffs, *it is*
20 *believed that the class comprises thousands of members* geographically disbursed throughout
21 California.” (FAC ¶ 58.) (emphasis added).

22 22. Because the FAC pleads that that the putative class comprises
23 “thousands” of members, the requirement that the putative class exceed 100 members is satisfied.

24 **IV. THE PROCEDURAL REQUIREMENTS FOR REMOVAL ARE SATISFIED**

25 23. *Venue.* This Court is the proper venue for removal because the
26 Action is pending in the County of Alameda, California and the United States District Court for the
27 Northern District of California, San Francisco/Oakland Division is the “district and division
28

1 embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

2 24. *Timeliness.* Extra Space timely filed this notice of removal.

3 Extra Space was served with the FAC on March 25, 2019. Accordingly, Extra Space filed this
4 Notice of Removal within 30 days of being served. 28 U.S.C. §§ 1446(b); 1453(b).

5 25. *Unanimity.* Because there are no other defendants besides Extra Space
6 In this action, no consent to removal from any other defendant is necessary.

7 26. *Notice.* As required by 28 U.S.C. § 1446(d), a copy of this notice of
8 removal is being promptly served upon counsel for Plaintiff and a copy is being filed with the Clerk
9 of the Superior Court of the State of California for the County of Alameda.

10 27. *State Court Record.* Pursuant to 28 U.S.C. § 1446(a), true and correct
11 copies of all process and pleadings served upon Extra Space in the state court action are attached to
12 this Notice as Exhibit A.

13 **V. RESERVATION OF RIGHTS**

14 28. By filing this notice of removal, Extra Space does not waive, and
15 reserves, all defenses including objections as to venue and the legal sufficiency of the claims
16 alleged in the Action.

17 29. Extra Space specifically does not waive, and expressly reserves, its right
18 to arbitrate the claims alleged in the Action. *See e.g., DeMartini v. Johns*, 2012 WL 4808448, at *5
19 (N.D. Cal. Oct. 9, 2012) (“[N]umerous courts have held that merely removing a case to federal
20 court...does not give rise to waiver of the right to arbitrate.”); *accord Paxton v. Macy’s W. Stores,*
21 *Inc.*, 2018 WL 4297763, at *11 (E.D. Cal. Sept. 7, 2018).

22 30. Extra Space reserves the right to submit additional evidence and
23 argument as needed to supplement this “short and plain statement of the grounds for removal.” 28
24 U.S.C. § 1446(a).

25 **VI. CONCLUSION**

26 31. For the reasons set forth above, this action is within the original
27
28

1 jurisdiction of this Court pursuant to 28 U.S.C. § 1332(d) and venue is proper pursuant to 28 U.S.C.
2 § 1441(a). Accordingly, this action is removable to this Court pursuant to 28 U.S.C. § 1441.
3 Wherefore, Defendant hereby removes this civil action to this Court from the California Superior
4 Court for the County of Alameda.

5
6 Dated: April 24, 2019

Respectfully submitted,

7 /s/ Quyen L. Ta

8 Quyen L. Ta (SBN 229956)
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*Attorneys for Defendant Extra Space Storage
Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on April 24, 2019, I electronically filed Extra Space Storage Inc.'s Notice of Removal and accompanying papers with the Clerk of Court using the CM/ECF system which sent an email notification to all participants in this case who are registered CM/ECF users. I further caused the documents listed above to be served via email and FedEx on the following:

Sabita J. Soneji
Tanya Koshy
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Oakland, CA 94612
ssoneji@tzlegal.com
tkoshy@tzlegal.com

Dated: April 24, 2019

BOIES SCHILLER FLEXNER LLP

/s/ Ashleigh Jensen

Ashleigh Jensen

EXHIBIT A



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Sabita J. Soneji (SBN 224262)
 Tycko & Zavareei LLP
 1970 Broadway, Suite 1070
 Oakland, CA 94612
 TELEPHONE NO.: 510-254-6808 FAX NO.:
 ATTORNEY FOR (Name): Plaintiff Lenay Johnson and Lamar Mosley, et al.

21121909
 FILED
 ALAMEDA COUNTY
 JAN 28 2019
 CLERK OF THE SUPERIOR COURT
 By Erica Baker
 ERICA BAKER, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda
 STREET ADDRESS: 1225 Fallon Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Oakland, 94612
 BRANCH NAME: Rene C. Davidson Courthouse

CASE NAME:

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
RG19004671

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <p>Non-PI/PD/W/D (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/W/D tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 3
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 1/28/2019
 Sabita J. Soneji
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Lenay Johnson and Lamar Mosley v. Extra Space Storage Inc.	Case Number:
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CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA		
		[] Hayward Hall of Justice (447)
[<input checked="" type="checkbox"/>] Oakland, Rene C. Davidson Alameda County Courthouse (446)		[] Pleasanton, Gale-Schenone Hall of Justice (448)
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[<input checked="" type="checkbox"/>] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[] 38 Wrongful termination (G) [] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment [] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[] 06 Change of name [] 69 Other petition

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
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8 ssoneji@tzlegal.com
9 tkoshy@tzlegal.com

ENDORSED
FILED
ALAMEDA COUNTY
APR 28 2019
CLERK OF THE SUPERIOR COURT
By: ERICA BAKER, Deputy

7 *Counsel for Plaintiffs and the Proposed Class*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA



11
12 LENAY JOHNSON AND LAMAR MOSLEY,
13 individually and on behalf of themselves and all
14 others similarly situated,

Plaintiffs,

v.

15 EXTRA SPACE STORAGE INC.,

16 Defendant.

RG19004671

Case No.

(JURY TRIAL DEMANDED)

CLASS ACTION COMPLAINT

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1 Plaintiffs Lenay Johnson and Lamar Mosley (“Plaintiffs”), on behalf of themselves and all
2 others similarly situated, bring this Class Action Complaint against Defendant Extra Space Storage Inc.
3 (“Extra Space” or “Defendant”). Plaintiffs, by their counsel, make the following allegations pursuant to
4 the investigation of their counsel and based upon information and belief, except as to allegations
5 specifically pertaining to themselves and their counsel, which are based on personal knowledge.

6 **INTRODUCTION**

7 1. Extra Space engages in a deceptive bait-and-switch scheme: It lures consumers into
8 leasing Extra Space’s storage units by advertising competitive rental rates, while hiding the fact that it
9 will hike up those rental rates shortly after consumers have signed leases.

10 2. Extra Space advertises rental rates for its storage units without describing them as
11 “promotional” or “introductory,” giving the impression to consumers that these rates are the true rental
12 rates and represent what they will pay if they sign leases.

13 3. While Extra Space represents to consumers that it may raise rental rates to keep up with
14 “rising costs,” it discloses to investors and other industry stakeholders that it raises rental rates to
15 generate more profit.

16 4. Indeed, while Extra Space hikes up a consumer’s rental rate after she signs a lease,
17 claiming that the increase is due to “rising costs,” it continues to advertise a lower rate for the same size
18 unit to lure other consumers into signing leases.

19 5. Extra Space knows that reasonable consumers would be unlikely to sign leases with
20 Extra Space if they knew that the rental rates to which they agreed in their leases were only temporary
21 and that Extra Space planned to increase their rates in a matter of months to generate additional profit,
22 not in order to keep with up “rising costs.”

23 6. Extra Space also knows that it can increase rental rates after reasonable consumers have
24 signed leases, because, at that point, reasonable consumers—having paid non-refundable administration
25 fees, organized their belongings, and paid for moving costs—are unlikely to terminate their leases and
26 restart the process with other storage facilities.

1 17. Extra Space advertises competitive rental rates for its storage units to entice consumers
2 to sign leases.

3 18. But Extra Space’s advertised rental rates are false promises. Extra Space claims on its
4 website that it increases rental rates “in order to keep up with the rising costs associated with providing
5 top-notch service and a clean, secure facility.”¹

6 19. But once a consumer signs a lease, Extra Space increases the rate within months,
7 irrespective of any “rising costs,” while continuing to advertise the same-size unit for the lower rate to
8 other consumers.

9 20. Because Extra Space continues to advertise the lower rate for the same-size unit, it is
10 apparent that Extra Space’s frequent rental rate increases are not based on “rising costs.”

11 21. Extra Space knows that by the time Extra Space’s deceptive bait-and-switch scheme is
12 revealed, consumers have already invested the time, effort, and money to pack, transport, and store
13 their belongings, and are unlikely to move.

14 22. Moreover, Extra Space requires consumers who rent storage units to obtain insurance
15 and pay a one-time, non-refundable administration fee. Given those costs, consumers who rent storage
16 units are even less likely to move their belongings to another company’s storage facility, despite
17 advanced notice of Extra Space’s rental rate increase.

18 23. Indeed, Extra Space’s executive leadership acknowledges that its deceptive bait-and-
19 switch scheme is dependent on consumers having already invested substantial resources, because at that
20 point, they are unlikely to move, even if they receive the notice of a rental rate increase.

21 24. In an article for SpareFoot, a storage industry website, Extra Space’s former Chief
22 Executive Officer, Spencer F. Kirk, acknowledged that consumers will simply absorb a rental increase
23 because of the time and money already spent:

24 Kirk said that the vast majority of Extra Space customers absorb the rental rate
25 increases without moving out.

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28 ¹ (Extra Space Storage, *Is my price guaranteed for as long as I rent?*, Frequently Asked Questions
<<https://www.extraspace.com/Storage/Questions.aspx>> [as of Jan. 28, 2019].)

1 “We are hitting the sweet spot,” Kirk said regarding the company’s rate increases
 2 on existing customers. **Extra Space is able to raise rates on customers up to
 3 10 percent with little pushback**, he said.

4 “**Let’s be realistic about this. If you are renting a unit and you find out your
 5 rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your
 6 stuff, go down the street, unpack your stuff and return the truck just to save
 7 15 bucks,**” Kirk said, “Most people won’t go through the effort to do that.”

8 Harris, *Extra Space finds “sweet spot” on rent increases* (May 3, 2016) SpareFoot, attached as
 9 Exhibit A (emphasis added).

10 25. Extra Space also discloses to its investors that raising rents is a substantial part of its
 11 revenue growth strategy, and is not related to “rising costs.” In a call to investors to discuss its fourth
 12 quarter and year-end earnings for 2017, Extra Space’s Chief Executive Officer Joseph Margolis
 13 explained that “[s]trong occupancy together with **increased rental rates to new and existing
 14 customers led to same-store revenue growth** for the year of 5.1%, [net operating income] growth of
 15 6.9%”²

16 26. Such false and misleading advertising, where the deception is revealed only after a
 17 consumer has invested resources to rent a storage unit, is actionable under California consumer
 18 protection laws.

19 27. Extra Space’s deceptive pricing practices also divert business to Extra Space that would
 20 have otherwise gone to its competitors.

21 28. Rental rates of storage units leased by Extra Space are material to consumers. And the
 22 fact that Extra Space advertises a rental rate for a storage unit and then increases the rate months after a
 23 consumer signs a lease—while still advertising the same lower rate for the same-size unit—is also
 24 material to consumers.

25 29. Unsurprisingly, many consumers have been duped by Extra Space’s bait-and-switch

26 ² (Extra Space Storage Q4 Earnings Call Transcript (Feb. 21, 2018) Seeking Alpha
 27 <[https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-
 28 results-earnings-call-transcript?part=single](https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-results-earnings-call-transcript?part=single)> [as of Jan. 28, 2019] [“We projected 2017 would be
 characterized by a gradual return towards historical and sustainable revenue and NOI growth levels.
 That is exactly what happened. Strong occupancy together with increased rental rates to new and
 existing customers led to same-store revenue growth for the year of 5.1%, NOI growth of 6.9% and
 core FFO growth of 13.8%.”]; *see also id.* [“Throughout the quarter, we increased rates to new
 customers in the low to mid single digits, and we continue our existing customer rate increase program
 without changes.”].)

1 advertising into leasing storage units from Extra Space.

2 30. Consumers nationwide have complained, in a consistent fashion, about Extra Space's
3 bait-and-switch scheme:

4 "I rented a unit about 3 months ago and just got a notice in the mail let me know
5 they were increasing my rent by 58%. **I was paying \$224 a month and they want**
6 **\$354 now! I went online and the online price for the same unit is \$42 a month**
7 **cheaper.** I went in to try to have them fix this and they were unable to do anything
8 stating that supply and demand caused the rate hike. Be warned that their rates
9 posted will go massively up without little to no warning."

10 – Jason of Placentia, CA (April 5, 2018)³

11 ***

12 "I have been with this rip off company for too many years. **I'm sick and tired of**
13 **the price changes every six months.** I think I'm going to call my local news
14 WAVYTV10 and ask them to do a report. I suggest anyone who sees this and
15 know what I'm talking about does the same. I have never been with a company
16 who does this. I'm in the military I pay on time and have been with them forever.
17 The facility I am in is nice and fairly convenient to where I live. This price jacking
18 is insane! Please report them to every possible social media and consumer reports
19 avenue.:

20 – Tameaka of Virginia Beach, VA (August 23, 2018)⁴

21 ***

22 "New place and have low monthly rates to start **BUT, I just got a 15%**
23 **increase in monthly rate after being there only 5 months.** So, Chicago has no
24 protections on rent increases and **storage companies know that you must rent**
25 **a truck and move the stuff out.** Also, I have had many times at this location
26 where I can not [sic] get into the garage space because moving companies are
27 allowed to block the garage from other paying customers."

28 – Victor Z. of Chicago, IL (April 5, 2017)⁵

31. All consumers who have been enticed into leasing storage units from Extra Space by the
pricing practices described in this Complaint have suffered damage as a result of Extra Space's bait-
and-switch advertising. Plaintiffs bring this action to represent those consumers who leased from Extra
Storage and suffered damages in the amount of the difference between the increased rental rates and
the original rental rates to which Plaintiffs and Class members agreed in their leases, in amounts that
will be proven at trial.

³ (Extra Space Storage, Consumer Affairs < <https://www.consumeraffairs.com/movers/extra-space-self-storage.html?page=2> > [as of Jan. 28, 2019].)

⁴ (Extra Space Storage, Consumer Affairs < <https://www.consumeraffairs.com/movers/extra-space-self-storage.html> > [as of Jan. 28, 2019].)

⁵ (Extra Space Storage, Yelp < *available at* <https://www.yelp.com/biz/extra-space-storage-chicago-34?osq=Extra+Space+Storage> > [as of Jan. 28, 2019].)

THE EXPERIENCES OF THE NAMED PLAINTIFFS

Plaintiff Lamar Mosley

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2 32. Plaintiff Lamar Mosley rented a storage unit in April 2018 at Extra Space’s facility
3 located at 6401 San Leandro Street, Oakland, California 94621 at a monthly rate of \$127. Mr. Mosley
4 needed a storage unit because he had recently moved from Lathrop, California to Oakland, California,
5 and his new home in Oakland could not hold all of his and his family’s belongings. Though there were
6 storage facilities closer to his home, Mr. Mosley rented with Extra Space because of its competitive
7 pricing. At the time he was considering renting with Extra Space, an Extra Space employee at the 6401
8 San Leandro Street location advised that Mr. Mosley could either get a free month’s rent or commit to a
9 low rate if he rented “long term.” The employee also advised that Extra Space would not arbitrarily
10 raise rates and would only raise his rate to cover costs.

11 33. Five months later, in September 2018, Mr. Mosley’s rate went up from \$127 to \$146.
12 Mr. Mosley did not get any notice of the rental increase. Rather, Mr. Mosley received an email from
13 Extra Space notifying him of his new billing statement, which included the increased rental rate.

14 34. Because of the expense and time it would take to find a new storage facility and move
15 his belongings from Extra Space to another facility, Mr. Mosley continued to rent with Extra Space
16 despite the rate increase.

17 35. Extra Space’s deceptive advertised rental rate was a substantial factor in causing Mr.
18 Mosley’s decision to lease a unit.

19 36. That is, if Mr. Mosley had known at the time he rented that Extra Space had a practice
20 of increasing rental rates for all consumers who rent storage units within a few months, for reasons
21 unrelated to rising costs, he would not have rented with Extra Space.

22 37. Moreover, if Mr. Mosley had known that the purpose of the increase in his rental rate
23 was to increase profits, not to keep up with rising costs as represented, he would not have continued to
24 lease a storage unit with Extra Space.

25 38. Because of Extra Space’s past deception, Mr. Mosley will be unable to rely on Extra
26 Space’s advertising in the future. As a result, he will not lease another unit, even though he would like
27 to.

28 39. If Extra Space’s true rental rate was advertised from the outset, and did not increase for

1 reasons other than rising costs as represented, Mr. Mosley would likely lease a unit with Extra Space in
2 the future.

3 *Plaintiff Lenay Johnson*

4 40. Plaintiff Lenay Johnson rented a storage unit in March 2018 at Extra Space's facility
5 located at 17575 S. Western Avenue, Gardena, California, 90248 at a monthly rate of \$205. Ms.
6 Johnson needed a storage unit because she had recently moved in with her mother.

7 41. Ms. Johnson was told by an Extra Space employee at the at 17575 S. Western Avenue,
8 Gardena, California, 90248 location that her rate would only go up because of rising costs.

9 42. Four months later, in July 2018, Ms. Johnson received a postcard in the mail notifying
10 her that her rate would go up from \$205 to \$236 on August 17, 2018.

11 43. Because of the expense and time it would take to find a new storage facility and move
12 her belongings from Extra Space to another facility, Ms. Johnson continued to rent with Extra Space
13 despite the increase.

14 44. Extra Space's deceptive advertised rental rate was a substantial factor in causing Ms.
15 Johnson's decision to lease a unit.

16 45. That is, if Ms. Johnson had known at the time she rented that Extra Space had a
17 practice of increasing rental rates within a few months for all consumers who rent storage units, for
18 reasons unrelated to rising costs, she would not have rented with Extra Space.

19 46. Moreover, if Ms. Johnson had known that the purpose of the increase in her rental rate
20 was to increase profits, not to keep up with rising costs as represented, she would not have continued
21 to lease a storage unit with Extra Space.

22 47. Because of Extra Space's past deception, Ms. Johnson will be unable to rely on Extra
23 Space's advertising in the future. As a result, she will not lease another unit, even though she would like
24 to.

25 48. If Extra Space's true rental rate was advertised from the outset, and did not increase for
26 reasons other than rising costs as represented, Ms. Johnson would likely lease a unit with Extra Space in
27 the future.

28 **CLASS ACTION ALLEGATIONS**

1 49. Plaintiffs bring this action on behalf of themselves and the class defined as follows:

2 All persons residing in the United States who signed leases for storage
3 units in California from Extra Space Storage from January 28, 2015 to
4 present.

5 50. The questions here are ones of common or general interest class that there is a well-
6 defined community of interest among the class members. These questions predominate over questions
7 that may affect only individual class members because Extra Space has acted on grounds generally
8 applicable to the class. Such common legal or factual questions include, but are not limited to:

- 9 a. Whether Defendant's pricing practices were and are likely to mislead consumers;
- 10 b. Whether Defendant's representations, including on its website, that increases in rental rates
11 are related to "rising costs" are false and misleading;
- 12 c. Whether Defendant knew or should have known that its pricing practices were and are
13 likely to mislead consumers;
- 14 d. Whether Defendant knew or should have known that its advertised prices for its storage
15 units were and are false and/or misleading;
- 16 e. Whether Defendant made and continues to make false or misleading statements of fact
17 concerning advertised rental rates;
- 18 f. Whether Defendant made and continues to make false or misleading statements of fact
19 concerning the circumstances under which it will increase its rental rates;
- 20 g. Whether the facts Defendant failed and continues to fail to disclose in its advertising were
21 and are material;
- 22 h. Whether reliance on Defendant's misrepresentations and omissions is presumed;
- 23 i. Whether Defendant's acts alleged herein were unlawful;
- 24 j. Whether Defendant's acts alleged herein were and are unfair;
- 25 k. Whether consumers suffered and continue to suffer damage as a result of Defendant's acts
26 alleged herein;
- 27 l. The extent of the damage suffered by consumers as a result of Defendant's acts alleged
28 herein;
- m. Whether Defendant should be enjoined from continuing to advertise as alleged herein.

1 51. Members of the class are so numerous that joinder is impracticable. While the exact
2 number of class members is unknown to Plaintiffs, it is believed that the class comprises thousands of
3 members geographically disbursed throughout California.

4 52. It is impracticable to bring Class members' individual claims before the Court. Class
5 treatment permits a large number of similarly situated persons or entities to prosecute their common
6 claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of
7 evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous
8 individual actions would engender. The benefits of the class mechanism, including providing injured
9 persons or entities with a method for obtaining redress on claims that might not be practicable to
10 pursue individually, substantially outweigh any difficulties that may arise in the management of this class
11 action.

12 53. Plaintiffs' claims are typical of the members of the class and all subclasses, as all
13 members of the class are similarly affected by Extra Space's actionable conduct. Plaintiffs and all
14 members of the class leased storage units with Extra Space in California. In addition, Extra Space's
15 conduct that gave rise to the claims of Plaintiffs and members of the class (*i.e.* advertising a rental rate
16 and then increasing the rate after Plaintiffs signed leases without any connection to rising costs) is the
17 same for all members of the class.

18 54. Plaintiffs will fairly and adequately protect the interests of the class because they have
19 no interests antagonistic to, or in conflict with, the class that Plaintiffs seeks to represent. Furthermore,
20 Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action
21 litigation, particularly that involving false and misleading advertising.

22 55. Plaintiffs know of no difficulty to be encountered in this action that would preclude its
23 maintenance as a class action.

24 56. Extra Space has acted or refused to act on grounds generally applicable to the class,
25 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
26 class as a whole.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Violations of False Advertising Law (California Business and Professions Code section 17500)
(By Plaintiffs and on Behalf of the Class)**

57. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

58. Defendant's acts alleged herein violate California Business and Professions Code section 17500. Defendant acted knowingly, recklessly, and in conscious disregard of the true facts in perpetuating its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

59. Plaintiffs and the Class have been misled and unfairly induced to enter into transactions and to overpay for the lease of storage units. As a result of Defendant's false and misleading pricing practices, misrepresentations, and omissions, Plaintiffs and the Class have been injured in amounts not less than the difference between any increase in their rental rates and the original rental rates to which Plaintiffs and Class members agreed in their leases, but which are believed to exceed the hundreds of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant by Plaintiffs and the Class and should be restored to them.

SECOND CAUSE OF ACTION

Violations of Unfair Competition Law (California Business and Professions Code section 17200)

(By Plaintiffs and on Behalf of the Class)

60. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

61. Defendant has engaged in business acts and practices that, as alleged above, constitute unfair competition in violation of Business and Professions Code section 17200. Specifically, Defendant's acts alleged herein are unfair and likely to deceive the general public, and Defendant's acts alleged herein are unlawful in that they violate California Business and Professions Code section 17500 (false and misleading advertising), and California Civil Code sections 1770(a)(9), (13), and (14) (CLRA), as well as other federal and state statutes and regulations.

62. As a result of Defendant's unfair, fraudulent, and unlawful business practices alleged herein, Plaintiffs and the Class have been injured in amounts not less than the difference between any

1 increase in their rental rates and the original rental rates to which Plaintiffs and Class members agreed in
2 their leases, which amounts have not yet been ascertained but which are believed to exceed the hundreds
3 of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to
4 Defendant by Plaintiffs and the Class and should be restored to them.

5 63. If Defendant is permitted to continue to engage in the unlawful, unfair, and fraudulent
6 pricing practices described above, its conduct will engender further injury, expanding the number of
7 injured members of the public beyond its already large size, and will tend to render any judgment at law,
8 by itself, ineffectual. Under such circumstances, Plaintiffs and the Class have no adequate remedy at law
9 in that Defendant will continue to engage in the wrongful conduct alleged herein, thus engendering a
10 multiplicity of judicial proceedings. Plaintiffs and the Class request and are entitled to injunctive relief,
11 enjoining Defendant from continuing to engage in the unfair, unlawful, and fraudulent advertising
12 described herein.

13 THIRD CAUSE OF ACTION

14 **Violations of the California Consumers Legal Remedies Act** 15 **(By Plaintiffs and on Behalf of the Class)**

16 64. Plaintiffs repeat and realleges each and every fact, matter, and allegation set forth above
17 and incorporates them at this point by reference as though set forth in full.

18 65. At all relevant times, Plaintiffs were “consumers” as defined by California Civil Code
19 section 1761(d).

20 66. At all relevant times, Defendant’s storage units constituted “goods” as defined by
21 California Civil Code section 1761(a).

22 67. At all relevant times, Defendant constituted a “person” as defined by California Civil
23 Code section 1761(c).

24 68. At all relevant times, Plaintiffs and each of the Class member’s purchases of Defendant’s
25 goods constituted a “transaction” as defined by California Civil Code section 1761(e).

26 69. The CLRA provides that it is unlawful to: (i) advertise goods or services with the intent
27 not to sell them as advertised; and (ii) represent that a transaction confers or involves rights, remedies, or
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1 obligations which it does not have or involve, or which are prohibited by law. Cal. Civ. Code §§ 1770(a)(9),
2 (14). Defendant's acts alleged herein violate the CLRA.

3 70. Plaintiffs, on behalf of themselves and the Class, seeks an order enjoining Defendant's
4 unfair or deceptive acts or practices, equitable relief, an award of attorneys' fees and costs under Cal. Civ.
5 Code § 1780(e).

6 71. Plaintiffs and Class members reserve the right to give statutory written notice of this claim
7 via certified mail, and to thereafter seek damages via an amended complaint.

8 **WHEREFORE**, Plaintiffs pray for judgment as follows:

9 **ON THE FIRST AND SECOND CAUSES OF ACTION**

10 72. For an order requiring Defendant to restore monies that Defendant acquired from
11 Plaintiffs and Class members in the amount not less than the difference between any increase in
12 Plaintiffs and Class Members' rental rates and the original rental rates to which Plaintiffs and Class
13 members agreed in their leases;

14 73. Interest on all such sums restored at the maximum legal rate;

15 74. For an order or orders enjoining Defendant from continuing to employ unfair
16 methods of competition and commit unfair and deceptive acts and practices alleged in this
17 complaint and any other acts and practices proven at trial;

18 75. For an award of attorneys' fees to Plaintiffs' counsel pursuant to section 1021.5 of
19 the California Code of Civil Procedure;

20 76. For costs of suit incurred in this action; and

21 77. For such other and further relief as the Court may deem just and proper.

22 **ON THE THIRD CAUSE OF ACTION**

23 78. For an order or orders enjoining Defendant from continuing to employ unfair methods
24 of competition and commit unfair and deceptive acts and practices alleged in this complaint and any
25 other such acts and practices proven at trial;

26 79. For an award of costs and attorneys' fees to Plaintiffs' counsel pursuant to California Civil
27 Code section 1780(d) and California Code of Civil Procedure section 1021.5;

28 80. For such other and further relief as the Court may deem just and proper.

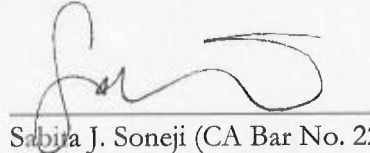
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JURY DEMAND

Plaintiffs hereby demand a jury trial in the instant action.

Dated: January 28, 2019

Respectfully submitted,



Sabira J. Soneji (CA Bar No. 224262)
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com

EXHIBIT A

10/18/2018

Extra Space finds "sweet spot" on rent increases - The SpareFoot Storage Beat

This is Google's cache of <https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>. It is a snapshot of the page as it appeared on Sep 26, 2018 09:54:30 GMT. The current page (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>) could have changed in the meantime. Learn more. (<http://support.google.com/websearch/bin/answer.py?hl=en&p=cached&answer=1687222>)

Full version Text-only version (<http://webcache.googleusercontent.com/search?q=cache:eZAWYaNNVCUJ:https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)

Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘-F** (Mac) and use the find bar.

Extra Space finds "sweet spot" on rent increases

by Alexander Harris (<https://www.sparefoot.com/self-storage/news/author/alexander-harris/>) on May 3, 2016 (<https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/>)

After buying up more 170 self-storage locations for more than \$1.7 billion last year, Salt Lake City, UT-based Extra Space Storage isn't done yet.

The company acquired 21 stores in the first quarter for \$192 million. The company has closed or put under contract another 21 locations since the end of the quarter that total more than \$262 million.

CEO Spencer Kirk said during the company's quarterly earnings call that he witnessed elevated deal flow during the first quarter. While the properties coming to market run the gamut in terms of quality, Kirk said they do have one thing in common.

"We see asset quality spanning the spectrum. The constant in all of this, prices are high, really high," Kirk said. "You can have crappy assets that we think are just way out of market, and you can have really nice assets, that even for us or the other REITs, are getting a bit too rich to transact."

Looking for smart deals

That's in part due to the increasing number of buyers both in and out of the industry looking to deploy capital into the asset class.

"There is a lot of money chasing these assets," Kirk said.

Extra Space remains focused on "opportunities that make sense geographically and economically," Kirk said.

So far this year, the company has also purchased three facilities at certificate of occupancy for \$32 million. It has four more C of O deals under contract for a total of \$27.45 million. In addition, the company purchased three additional facilities at C of O as part of joint ventures. Six more are under contract for purchase via JV partners.



(<https://www.sparefoot.com/self-storage/news/wp-content/uploads/sites/4/2016/04/stockbridge-e1461190636878.jpg>)

A recently acquired Extra Space location in near Atlanta, GA.

Strong start

Extra Space reported revenue during the first quarter of \$229.4 million, an increase of 32.5 percent compared to last year. Profits hit \$89.4 million during the quarter, up 52 percent.

Same-store performance was also strong: revenue climbed 9.1 percent and NOI up to 12.3 percent.

Performance was boosted by high same-store occupancy, ending the quarter at 92.8 percent—the highest first quarter ending occupancy in the company's history. At the same time rents charged at same-store locations rose an average of 7.5 percent to reach a total of \$15.67 per square foot.

Finding the sweet spot

Kirk said that the vast majority of Extra Space customers absorb rental rate increases without moving out.

10/18/2018

Extra Space finds "sweet spot" on rent increases - The SpareFoot Storage Beat

"We are hitting the sweet spot," Kirk said regarding the company's rate increases on existing customers. Extra Space is able to raise rates on customers up to 10 percent with little pushback, he said.

"Let's be realistic about this. If you are renting a unit and you find out your rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your stuff, go down the street, unpack your stuff and return the truck just to save 15 bucks," Kirk said. "Most people won't go through the effort to do that."

Advertisement



**SUMMONS
(CITACION JUDICIAL)**

FOR COL... 21121901
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Extra Space Storage Inc.

**FILED
ALAMEDA COUNTY**

JAN 28 2019

CLERK OF THE SUPERIOR COURT

By Prisca Baker



**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda Superior Court
1225 Fallon Street,
Oakland, CA 94612

CASE NUMBER:
(Número del Caso): **RG19004671**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Sabita J. Soneji; 1970 Broadway, Suite 1070, Oakland, CA 94612; (510) 254-6808

DATE: **JAN 28 2019**
(Fecha)

Clerk, by Prisca Baker, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

Tycko & Zavareei LLP Attn: Soneji, Sabita J 1970 Broadway #1070 Oakland, CA 94612	T J	Extra Space Storage Inc.	T J
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Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson <p style="text-align: right; margin-right: 20px;">Plaintiff/Petitioner(s)</p> VS. Extra Space Storage Inc. <p style="text-align: right;">Defendant/Respondent(s) (Abbreviated Title)</p>	No. <u>RG19004671</u> <p style="text-align: center;">NOTICE OF HEARING</p>
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To each party or to the attorney(s) of record for each party herein:
 Notice is hereby given that the above-entitled action has been set for:
 Complex Determination Hearing
 Case Management Conference

You are hereby notified to appear at the following Court location on the date and time noted below:

Complex Determination Hearing:
 DATE: 03/12/2019 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Case Management Conference:
 DATE: 04/23/2019 TIME: 03:00 PM DEPARTMENT: 23
 LOCATION: Administration Building, Fourth Floor
 1221 Oak Street, Oakland

Pursuant to California Rules of Court, Rule 3.400 et seq. and Local Rule 3.250 (Unified Rules of the Superior Court, County of Alameda), the above-entitled matter is set for a Complex Litigation Determination Hearing and Initial Complex Case Management Conference.

Department 23 issues tentative rulings on DomainWeb (www.alameda.courts.ca.gov/domainweb). For parties lacking access to DomainWeb, the tentative ruling must be obtained from the clerk at (510) 267-6939. Please consult Rule 3.30(c) of the Unified Rules of the Superior Court, County of Alameda, concerning the tentative ruling procedures for Department 23.

Counsel or party requesting complex litigation designation is ordered to serve a copy of this notice on all parties omitted from this notice or brought into the action after this notice was mailed.

All counsel of record and any unrepresented parties are ordered to attend this Initial Complex Case Management Conference unless otherwise notified by the Court.

Failure to appear, comply with local rules or provide a Case Management Conference statement may result in sanctions. Case Management Statements may be filed by E-Delivery, by submitting directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to **Direct Calendar Departments** at

<http://apps.alameda.courts.ca.gov/domainweb>.


All motions in this matter to be heard prior to Complex Litigation Determination Hearing must be scheduled for hearing in Department 23.

If the information contained in this notice requires change or clarification, please contact the courtroom clerk for Department 23 by e-mail at Dept.23@alameda.courts.ca.gov or by phone at (510) 267-6939.

TELEPHONIC COURT APPEARANCES at Case Management Conferences may be available by contacting CourtCall, an independent vendor, at least 3 business days prior to the scheduled conference. Parties can make arrangements by calling (888) 882-6878, or faxing a service request form to (888) 883-2946. This service is subject to charges by the vendor.

Dated: 01/30/2019

Chad Finke Executive Officer / Clerk of the Superior Court

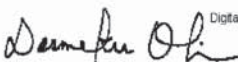
By  ^{Digital}

Deputy Clerk

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 01/31/2019.

By  ^{Digital}

Deputy Clerk



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Sabita J. Soneji (CA Bar No. 224262)
Tanya S. Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone (510) 254-6808
(202) 973-0950 *facsimile*
ssoneji@tzlegal.com
tkoshy@tzlegal.com

Counsel for Plaintiffs

FILED
ALAMEDA COUNTY

FEB 13 2019

CLERK OF THE SUPERIOR COURT
By  Deputy

**THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

LENAY JOHNSON AND LAMAR
MOSLEY, individually and on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

EXTRA SPACE STORAGE INC.,

Defendant.

Case No. RG19004671

PROOF OF SERVICE

Action filed: January 28, 2019



Attorney or Party without Attorney: TYCKO & ZAVAREEI LLP SABITA SONEJI (SBN 224262) 483 NINTH STREET SUITE 200 OAKLAND, CA 94607 Telephone No: 510.254.6806 Attorney For: Plaintiff				For Court Use Only	
				Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: Superior Court of California, County of Alameda					
Plaintiff: Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated Defendant: Extra Space Storage, Inc.					
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:	Case Number: RG19004671

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; NOTICE OF HEARING
3.
 - a. Party served: Extra Space Storage, Inc.
 - b. Person served: GABRIELA SANCHEZ, INTAKE SPECIALIST, CT CORPORATION SYSTEM, REGISTERED AGENT FOR SERVICE OF PROCESS.
4. Address where the party was served: 818 W. 7TH STREET SUITE 930, LOS ANGELES , CA 90017
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Mon, Feb 04 2019 at: 02:55 PM
 - (1) (business)
 - (2) (home)
 - (3) (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as occupant.
 - d. On behalf of (specify): Extra Space Storage, Inc. under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other:	



Attorney or Party without Attorney: TYCKO & ZAVAREEI LLP SABITA SONEJI (SBN 224262) 483 NINTH STREET SUITE 200 OAKLAND, CA 94607 Telephone No: 510.254.6806 Attorney For: Plaintiff				For Court Use Only
Ref. No. or File No.:				
Insert name of Court, and Judicial District and Branch Court: Superior Court of California; County of Alameda				
Plaintiff: Lenay Johnson and Lamar Mosley, individually and on behalf of themselves and all other similarly situated Defendant: Extra Space Storage, Inc.				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: RG19004671

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Douglas Forrest
- b. Address: FIRST LEGAL
1202 Howard Street
SAN FRANCISCO, CA 94103
- c. Telephone number: (415) 626-3111
- d. The fee for service was:
- e. I am:
 - (1) not a registered California process server.
 - (2) exempt from registration under Business and Professions Code section 22350(b).
 - (3) a registered California process server:
 - (i) owner employee independent contractor
 - (ii) Registration No: 5141, Los Angeles
 - (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

02/05/2019

 (Date) Douglas Forrest





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Sabita J. Soneji (CA Bar No. 224262)
Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com
tkoshy@tzlegal.com

FILED
ALAMEDA COUNTY
MAR - 5 2019
Monica Davis

Counsel for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

LENAY JOHNSON AND LAMAR MOSLEY,
individually and on behalf of themselves and all
others similarly situated,
Plaintiffs,
v.
EXTRA SPACE STORAGE INC.,
Defendant.



Case No. RG19004671

STIPULATION TO EXTEND
DEADLINES AND [PROPOSED]
ORDER

1 Plaintiffs Lamar Mosley and Lenay Johnson ("Plaintiffs") and Defendant Extra Space Storage,
2 Inc. ("Defendant"), through undersigned counsel, stipulate and request the Court continue the deadline
3 for Defendant to answer or otherwise respond to the Complaint to April 24, 2019.

4 WHEREAS, Plaintiffs filed their Complaint on January 28, 2019 and Plaintiffs served the
5 Summons and Complaint on Defendant on February 4, 2019;

6 WHEREAS, Defendant's deadline to answer or otherwise respond to the Complaint is thus
7 March 6, 2019;

8 WHEREAS, on February 21, 2019, Plaintiffs served a letter to Defendant, through its counsel,
9 detailing its violations of the California Consumer Legal Remedies Act ("CLRA"), Civil Code § 1770;

10 WHEREAS, Plaintiffs intend to amend their Complaint to add another plaintiff and also add
11 the contemplated CLRA claim for damages, pursuant to Cal. Civ. C. § 1782(d) as soon as permissible;

12 WHEREAS, Defendant does not waive, and expressly reserves, its right to assert all defenses
13 including to contest jurisdiction and to move to compel arbitration;

14 and
15

16 WHEREAS, the parties want to streamline the amendment and response process to conserve
17 judicial resources and therefore agree that Plaintiffs will file their Amended Complaint on March 25,
18 2019 and Defendant's deadline to answer or otherwise respond will be extended to April 24, 2019,
19 which is 30 days after Plaintiffs file their Amended Complaint:
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1 The parties hereby STIPULATE that Defendant's deadline to file an answer or otherwise
2 respond is extended until April 24, 2019.

3 Dated: March 5, 2019

Respectfully submitted,

4
5 By: /s/ Sabita J. Soneji
6 Sabita J. Soneji
7 TYCKO & ZAVAREEI LLP
8 1970 Broadway, Suite 1070
9 Oakland, CA 94612
10 Telephone: (510) 254-6808
11 Facsimile: (202) 973-0950
12 ssoneji@tzlegal.com

Attorney for Plaintiffs Johnson and Mosley

11 Dated: March 5, 2019

12
13 By: /s/ Quyen Ta
14 Quyen Ta
15 BOIES SCHILLER FLEXNER LLP
16 1999 Harrison Street, Suite 900
17 Oakland, CA 94612
18 Telephone: (510) 874-1209
19 qta@bsflp.com

Attorney for Defendant Extra Space Storage Inc.

18
19 **ATTESTATION**

20 In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this
21 document has been obtained from the other signatory.

24 DATED: March 5, 2019

24 By: /s/ Sabita J. Soneji
25 Sabita J. Soneji

Attorney for Plaintiffs Johnson and Mosley

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[PROPOSED] ORDER

Good cause shown, the Court hereby ORDERS the Answer or other response is due on April, 24, 2019.

DATED: _____

Hon. Brad Seligman
Judge of the Superior Court



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Sabita J. Soneji (CA Bar No. 224262)
Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ssoneji@tzlegal.com
tkoshy@tzlegal.com

Counsel for Plaintiffs and the Proposed Class

FILED
ALAMEDA COUNTY
MAR - 5 2019
Monica Lee

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

LENAY JOHNSON AND LAMAR MOSLEY,
individually and on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

EXTRA SPACE STORAGE INC.,

Defendant.

Case No. RG19004671



PROOF OF SERVICE

PROOF OF SERVICE

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At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Alameda, State of California. My business address is 1970 Broadway, Suite 1070, Oakland, CA 94612.

On March 5, 2019, I served true copies of the following document(s) described as:

- STIPULATION TO EXTEND DEADLINES AND [PROPOSED] ORDER

to the interested parties below:

Quyên L. Ta
BOIES SCHILLER FLEXNER LLP
1999 Harrison Street, Suite 900
Oakland, CA 94612
qta@bsflfp.com

Attorney for Defendant Extra Space Storage, Inc.

BY E-MAIL: I transmitted a correct and true attachment of the document(s) to the email addresses listed above.

BY FIRST CLASS MAIL: I enclosed a copy of the document(s) in a sealed envelope addressed as indicated above and deposited it with the United States Postal Service, first class postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED this 5th day of March 2019, in Oakland, CA.



Chloe Hyunji Noh

Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612

Boies Schiller Flexner LLP
Attn: Ta, Quyen L.
1999 Harrison Street
Suite 900
Oakland, CA 94612

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson Plaintiff/Petitioner(s) VS.	No. <u>RG19004671</u> Stipulation and Order Re: Extension of Time to Respond to Complaint Granted
Extra Space Storage Inc. Defendant/Respondent(s) (Abbreviated Title)	

IT IS ORDERED THAT Defendant's Stipulation and Order Re: Extension of Time to Respond to Complaint is granted.

Defendant(s) Extra Space Storage Inc. may have until 4/24/2019 to file a responsive pleading in this action.

Dated: 03/07/2019

digital


Judge Brad Seligman

Tycko & Zavareei LLP
 Attn: Soneji, Sabita J
 1970 Broadway
 #1070
 Oakland, CA 94612

Boies Schiller Flexner LLP
 Attn: Ta, Quyen L.
 1999 Harrison Street
 Suite 900
 Oakland, CA 94612

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson <p style="text-align: right;">Plaintiff/Petitioner(s)</p> <p style="text-align: center;">VS.</p> Extra Space Storage Inc. <p style="text-align: right;">Defendant/Respondent(s) (Abbreviated Title)</p>	<p style="text-align: center;">No. <u>RG19004671</u></p> <p style="text-align: center;">Order</p> <p style="text-align: center;">Complaint Business Tort/Unfair Business Practice</p>
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The Complex Determination Hearing was set for hearing on 03/12/2019 at 03:00 PM in Department 23 before the Honorable Brad Seligman. The Tentative Ruling was published and has not been contested.

IT IS HEREBY ORDERED THAT:

The tentative ruling is affirmed as follows: **COMPLEX DETERMINATION**

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to one of the three complex judges and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <http://www.alameda.courts.ca.gov/domainweb/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Dated: 03/12/2019

facsimile


Judge Brad Seligman

Superior Court of California, County of Alameda



Notice of Assignment of Judge for All Purposes

Case Number: RG19004671
Case Title: Johnson VS Extra Space Storage Inc.
Date of Filing: 01/28/2019

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

Judge:	Brad Seligman
Department:	23
Address:	Administration Building 1221 Oak Street Oakland CA 94612
Phone Number:	(510) 267-6939
Fax Number:	0
Email Address:	Dept.23@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedure section 170.6 must be exercised within the time period provided by law. (See Code Civ. Proc. §§ 170.6, subd. (a)(2) and 1013.)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording.

Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

General Procedures

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the René C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO
JUDGE Brad Seligman
DEPARTMENT 23

All parties are expected to know and comply with the Local Rules of this Court, which are available on the Court's website at: [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processes (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days". Plaintiff received that form in the ADR information package at the time the complaint was filed. The court's Web site also contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

You may schedule case management hearings, law & motion hearings and other calendar events with Department 23 by EMAIL ONLY. The use of email is not a substitute for filing pleadings or filing other documents. You must provide copies of all email communications to each party (or the party's attorney if the party is represented) at the same time that you send the email to the Court and you must show that you have done so in your email. Courtesy copies of all moving, opposition and reply papers should be delivered directly to Dept. 23 in the Administration Building 1221 Oak St. 4th Floor Oakland, CA 94612.

Schedule for Department 23

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions.

- Trials generally are held: Mondays through Thursdays from 9:00 am - 1:30 pm.
- Case Management Conferences are held: Tuesdays beginning at 3:00 pm.
- Asbestos Cases Fridays 9:15 am
- Law and Motion matters are heard: Tuesdays beginning at 3:00 pm. Asbestos Cases Fridays 9:30 am; in exceptional circumstances, motions may be set at other times.
- Settlement Conferences are heard: N/A
- Ex Parte matters are heard: Tuesdays at 3:00 pm. Asbestos Cases Fridays 9:00 am
- Pro Hac Vice Process: Applications for Pro Hac Vice must be submitted by noticed motion on regular time, or, if it is a time sensitive matter, a request for an order

shortening time must be submitted. Applications will not be considered on an ex parte basis. CRC 9.40.

Law and Motion Procedures

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations

Email: Dept23@alameda.courts.ca.gov

Reservations by email only. No discovery motions will be scheduled prior to conference with the court. Email to schedule a conference.

- Ex Parte Matters

Email: Dept23@alameda.courts.ca.gov

Reservations by email only.

Tentative Rulings

The court may issue tentative rulings in accordance with the Local Rules. Tentative rulings will become the Court's order unless contested in accordance with the Local Rules. Tentative rulings will be available at:

- Website: www.alameda.courts.ca.gov/domainweb, Calendar Information for Dept. 23
- Phone: 1-866-223-2244

Dated: 03/13/2019



Facsimile

Presiding Judge,
Superior Court of California, County of Alameda

CLERK'S CERTIFICATE OF MAILING

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as attached hereto and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 03/14/2019

By  Deputy Clerk

SHORT TITLE: Johnson VS Extra Space Storage Inc.	CASE NUMBER: RG19004671
---	----------------------------

ADDITIONAL ADDRESSEES

Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612



SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

FILED
ALAMEDA COUNTY

MAR 14 2019

CLERK OF THE SUPERIOR COURT

Case No. RG1900467 By *[Signature]* Deputy

JOHNSON, Plaintiffs
EXTRA SPACE STORAGE INC. Defendants

INITIAL CASE MANAGEMENT ORDER

ASSIGNED FOR ALL PRE-TRIAL
PURPOSES TO: JUDGE BRAD
SELIGMAN, DEPARTMENT 23

The following order shall apply to all parties in this action:

1. CASE MANAGEMENT CONFERENCES

At Case Management Conferences the Court will address discovery issues, schedules, and other subjects pursuant to CRC 3.750. Counsel thoroughly familiar with the case shall attend the Case Management Conferences. See LRC, Rule 3.290.

At the Initial CCMC, the parties must be prepared to discuss at length the nature of the case, both factually and legally, as well as the projected management of the case at each stage. This is not a perfunctory exercise. The primary objective of the CCMC is to develop a comprehensive plan for a just, speedy and economical determination of the litigation.

Courtesy copies of statements must be delivered directly to Dept. 23. The filing and delivery date is not later than five court days before the conference.

The Court strongly prefers joint CCMC statements prepared in narrative form, and not using Form CM-110, after counsel have met and conferred as required by CRC

3.724. CCMC statements must address the following issues when applicable:

A. A brief factual summary to assist the Court in understanding the background of the case, a statement of the issues presented, including each theory of liability and defense and a summary of the facts supporting each position taken, and the relief sought, including an estimate of damages.

B. The number of parties and their posture, including a proposed structure of representation, (e.g., liaison/lead counsel or by committee) if applicable;

C. Deadlines and limits on joinder of parties and amended or additional pleadings;

D. Class discovery and class certification, if applicable;

E. A proposed schedule for the conduct of the litigation including, but not limited to, a discovery plan, a plan for hearing remaining law and motion, and a projected trial date;

F. An identification of all potential evidentiary issues involving confidentiality or protected evidence;

G. A detailed description of the procedural posture of the case, describing any outstanding procedural problems, including, but not limited to:

(1) unserved parties and the reasons for the failure to serve;

(2) unserved and/or unfiled cross-complaints;

(3) related actions pending in any jurisdiction and the potential for coordination or consolidation;

(4) any possible jurisdictional or venue issues that may arise;

(5) the status of discovery, including a description of all anticipated discovery and incomplete or disputed discovery issues;

- (6) unresolved law and motion matters;
- (7) requests for, or opposition to, any ADR proceedings, including but not limited to mediation, judicial or contractual arbitration;
- (8) severance of issues for trial; and
- (9) calendar conflicts for any attorney, witness, or party, and any other matter which may affect the setting of a trial date.

H. Counsel may make suggestions for streamlining the litigation, including, but not limited to, a master file system, designation of lead counsel [for plaintiff(s) and/or defendant(s)] to streamline service of process and/or management of discovery, the use of e-filing, and the use of a web-page maintained by lead counsel for the purpose of posting the litigation schedule and agenda. Counsel may also address ways of structuring the trial of the action such as bifurcation, severance, bell-weather trials, use of special masters, use of expedited jury procedures and/or waiver of jury.

Parties are advised to check the court's register of action before appearing at any case management conference, including the Initial Case Management, at least one day before any scheduled appearance to determine if the court has issued a tentative case management order. If published, this tentative case management order will become the order of the Court unless counsel or self represented party notifies the Court and opposing counsel/self-represented party by email not less than one court day prior to the CMC that s/he intends to appear in person at the CMC to discuss some aspect of the order, and specifies the nature of the party's concern. (Please note that the Tentative Rulings posted on the website are for tentative rulings on law and motion matters and will not display tentative Case Management Orders. The tentative Case Management

Orders are found in the Register of Action). Department 23 may be reached at Dept.23@alameda.courts.ca.gov.

2. NOTICE OF FEE CHANGES - JURY TRIAL FEE

Effective July 2, 2012, the advance jury fee is fixed at \$150.00, and is no longer refundable. With certain exceptions, the jury trial fee is due on or before the date scheduled for the initial case management conference. See, C.C.P. 631(b).

3. DISCOVERY

Discovery Conference: Motions related to discovery (i.e. motions to compel, protective orders etc.) may not be filed without leave of the court until after an informal discovery conference pursuant to revised Local Rule 3.31 (January 1, 2019) except a party may request a discovery conference in a Case Management Conference Statement. The discovery conference is not a pro forma step before a motion. Requests for a discovery conference may be made, after meaningful meet and confer, by sending an email to the department clerk, copied to all counsel. The court will provide proposed dates. Parties are to meet and confer as to availability for the proposed dates. If one or more parties are not available on the proposed date(s), additional dates may be requested. Upon request, the court will consider telephonic appearances as well as calls from depositions in progress.

4. EMAILS TO COURT

Emails to the court are not part of the court record in this case and may be deleted without notice. Email is not a substitute for required filings. Any emails should be copied to all counsel. The Department 23 email may only be used for the following purposes: to seek a reservation to schedule a proceeding on the court's calendar, to give

notice that a hearing has been dropped or a settlement reached, to request a discovery conference, emergency scheduling issues (i.e. running late to a hearing), to give notice that a litigant intends to appear to contest a tentative ruling, to reply to an inquiry from the clerk or research attorney of Department 23, to communicate with the courtroom clerk regarding department 23 procedures, or other matters that the court has expressly authorized in this case.

5. Pro Hac Vice Process

Applications for Pro Hac Vice must be submitted by noticed motion on regular time, or, if it is a time sensitive matter, a request for an order shortening time must be submitted.

Applications will not be considered on an ex parte basis. CRC 9.40.

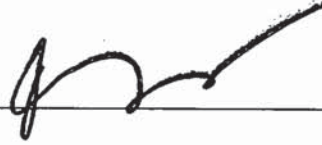
6. NOTICE

Parties are advised that CASE MANAGEMENT ORDERS, including trial setting orders, and FINAL RULINGS ON LAW AND MOTION that are issued by Dept. 23 will be published in the Court's website in the Register of Action for this case. The clerk of the court WILL NOT serve each party a copy of future orders. Instead, unless otherwise ordered, counsel shall obtain copies of all future orders from the Register of Action in this case.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service. The clerk is directed to serve a copy of this CASE MANAGEMENT ORDER upon counsel for Plaintiff(s).

DATED: March 14, 2019



BRAD SELIGMAN, JUDGE

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addresses shown below, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Dated: March 14, 2019

Jhalisa Castaneda

Courtroom Clerk, Dept. 23

Sabita J. Soneji
Tanya Koshy
Tycko & Zavareei LLP
1970 Broadway, Suite 1070
Oakland, CA 94612

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Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson Plaintiff/Petitioner(s)
VS.
Extra Space Storage Inc. Defendant/Respondent(s) (Abbreviated Title)

No. **RG19004671**

Minutes

Department 23

Honorable Brad Seligman, Judge

Cause called for: Complex Determination Hearing on March 12, 2019.

COMPLEX DETERMINATION

The Court designates this case as complex pursuant to Rule 3.400 et seq. of the California Rules of Court. Counsel are advised to be familiar with the Alameda County Local Rules concerning complex litigation, including Rule 3.250 et seq. An order assigning the case to one of the three complex judges and an initial case management order will be issued.

COMPLEX CASE FEES

Pursuant to Government Code section 70616, any non-exempt party who has appeared in the action but has not paid the complex case fee is required to pay the fee within ten days of the filing of this order. The complex case fee is \$1,000 for each plaintiff or group of plaintiffs appearing together and \$1,000 PER PARTY for each defendant, intervenor, respondent or other adverse party, whether filing separately or jointly, up to a maximum of \$18,000 for all adverse parties. All payments must identify on whose behalf the fee is submitted. Please submit payment to the attention of the Complex Litigation Clerk located in the Civil Division at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, CA 94612. Please make check(s) payable to the Clerk of the Superior Court. Documents may continue to be filed as allowed under Local Rule 1.9. Note that for those admitted pro hac vice, there is also an annual fee. (Gov't Code section 70617.)

PROCEDURES

Calendar information, filings, and tentative rulings are available to the public at <http://www.alameda.courts.ca.gov/domainweb/>. All counsel are expected to be familiar and to comply with pertinent provisions of the Code of Civil Procedure, the California Rules of Court, the Alameda County Superior Court Local Rules and the procedures outlined on the domain web page of the assigned department.

SERVICE OF THIS ORDER

Counsel for plaintiff(s) shall have a continuing obligation to serve a copy of this order on newly joined parties defendant not listed on the proof of service of this order and file proof of service. Each party defendant joining any third party cross-defendant shall have a continuing duty to serve a copy of this order on newly joined cross-defendants and to file proof of service.

Minutes of 03/12/2019
Entered on 03/15/2019

Chad Finke Executive Officer / Clerk of the Superior Court

By



digital

Deputy Clerk

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10 *Counsel for Plaintiffs and the Proposed Class*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13
14 **COUNTY OF ALAMEDA**

15 ALEXANDRU IONESCU, LENAY
16 JOHNSON, AND LAMAR MOSLEY,
17 individually and on behalf of themselves and all
18 others similarly situated,

19 Plaintiffs,

20 v.

21 EXTRA SPACE STORAGE INC.,

22 Defendant.

23 Case No. RG19004671

24 (JURY TRIAL DEMANDED)

25 **AMENDED CLASS ACTION**
26 **COMPLAINT**

27
28

1 Plaintiffs Alexandru Ionescu, Lenay Johnson, and Lamar Mosley (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, bring this Class Action Complaint against Defendant Extra
3 Space Storage Inc. (“Extra Space” or “Defendant”). Plaintiffs, by their counsel, make the following
4 allegations pursuant to the investigation of their counsel and based upon information and belief, except
5 as to allegations specifically pertaining to themselves, which are based on personal knowledge.

6 **INTRODUCTION**

7 1. Extra Space engages in a deceptive bait-and-switch scheme: It lures consumers into
8 leasing Extra Space’s storage units by advertising competitive rental rates, while hiding the fact that it
9 will hike up those rental rates shortly after consumers have signed leases.

10 2. Extra Space advertises rental rates for its storage units without describing them as
11 “promotional” or “introductory,” giving the impression to consumers that these rates are the true rental
12 rates and represent what they will pay if they sign leases.

13 3. While Extra Space represents to consumers that it may raise rental rates to keep up with
14 “rising costs,” it discloses to investors and other industry stakeholders that it raises rental rates to
15 generate more profit.

16 4. Indeed, while Extra Space hikes up a consumer’s rental rate after she signs a lease, it
17 continues to advertise a lower rate for the same size unit to lure other consumers into signing leases.

18 5. Extra Space knows that reasonable consumers would be unlikely to sign leases with
19 Extra Space if they knew that the rental rates to which they agreed in their leases were only temporary
20 and that Extra Space planned to increase their rates in a matter of months to generate additional profit,
21 not in order to keep with up “rising costs.”

22 6. Extra Space also knows that it can increase rental rates after reasonable consumers have
23 signed leases, because, at that point, reasonable consumers—who have paid non-refundable
24 administration fees, organized their belongings, and paid for moving costs—are unlikely to terminate
25 their leases and restart the process with other storage facilities.

26 7. By advertising competitive rental rates, increasing those rates after a consumer has
27 expended substantial time and money, and falsely representing that rate increases will only arise if there
28 are “rising costs,” Extra Space has raked in millions of dollars in revenue at the expense of consumers.

1 19. But Extra Space’s advertised rental rates are false promises. Extra Space claims on its
2 website and in person that it increases rental rates “in order to keep up with the rising costs associated
3 with providing top-notch service and a clean, secure facility.”¹

4 20. But once a consumer signs a lease, Extra Space increases the rate within months,
5 irrespective of any “rising costs,” while continuing to advertise the same-size unit for the lower rate to
6 other consumers.

7 21. Because Extra Space continues to advertise the lower rate for the same-size unit, it is
8 apparent that Extra Space’s frequent rental rate increases are not based on “rising costs.”

9 22. Extra Space knows that by the time Extra Space’s deceptive bait-and-switch scheme is
10 revealed, consumers have already invested the time, effort, and money to pack, transport, and store
11 their belongings, and are unlikely to move.

12 23. Moreover, Extra Space requires consumers who rent storage units to obtain insurance
13 and pay a one-time, non-refundable administration fee. Given those costs, consumers who rent storage
14 units are even less likely to move their belongings to another company’s storage facility, despite
15 advanced notice of Extra Space’s rental rate increase.

16 24. Indeed, Extra Space’s executive leadership acknowledges that its deceptive bait-and-
17 switch scheme is dependent on consumers having already invested substantial resources, because at that
18 point, they are unlikely to move, even when they receive the notice of a rental rate increase.

19 25. In an article for SpareFoot, a storage industry website, Extra Space’s former Chief
20 Executive Officer, Spencer F. Kirk, acknowledged that consumers will simply absorb a rental increase
21 because of the time and money already spent:

22 Kirk said that the vast majority of Extra Space customers absorb the rental rate
23 increases without moving out.

24 “We are hitting the sweet spot,” Kirk said regarding the company’s rate increases
25 on existing customers. **Extra Space is able to raise rates on customers up to
26 10 percent with little pushback**, he said.

27 **“Let’s be realistic about this. If you are renting a unit and you find out your
28 rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your**

28 ¹ (Extra Space Storage, *Is my price guaranteed for as long as I rent?*, Frequently Asked Questions
<<https://www.extraspace.com/Storage/Questions.aspx>> [as of Jan. 28, 2019].)

1 **stuff, go down the street, unpack your stuff and return the truck just to save**
 2 **15 bucks,”** Kirk said, “Most people won’t go through the effort to do that.”

3 Harris, *Extra Space finds “sweet spot” on rent increases* (May 3, 2016) SpareFoot, attached as
 4 Exhibit A (emphasis added).

5 26. Extra Space also discloses to its investors that raising rents is a substantial part of its
 6 revenue growth strategy, and is not related to “rising costs.” In a call to investors to discuss its fourth
 7 quarter and year-end earnings for 2017, Extra Space’s Chief Executive Officer Joseph Margolis
 8 explained that “[s]trong occupancy together with **increased rental rates to new and existing**
 9 **customers led to same-store revenue growth** for the year of 5.1%, [net operating income] growth of
 10 6.9%”²

11 27. Such false and misleading advertising, where the deception is revealed only after a
 12 consumer has invested resources to rent a storage unit, is actionable under California consumer
 13 protection laws.

14 28. Extra Space’s deceptive pricing practices also divert business to Extra Space that would
 15 have otherwise gone to its competitors.

16 29. Rental rates of storage units leased by Extra Space are material to consumers. And the
 17 fact that Extra Space advertises a rental rate for a storage unit and then increases the rate months after a
 18 consumer signs a lease—while still advertising the same lower rate for the same-size unit—is also
 19 material to consumers.

20 30. Unsurprisingly, many consumers have been duped by Extra Space’s bait-and-switch
 21 advertising into leasing storage units from Extra Space.

22 31. Consumers nationwide have complained, in a consistent fashion, about Extra Space’s
 23 bait-and-switch scheme:

24 ² (Extra Space Storage Q4 Earnings Call Transcript (Feb. 21, 2018) Seeking Alpha
 25 <[https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-
 26 results-earnings-call-transcript?part=single](https://seekingalpha.com/article/4149161-extra-space-storages-exr-ceo-joseph-margolis-q4-2017-results-earnings-call-transcript?part=single)> [as of Jan. 28, 2019] [“We projected 2017 would be
 27 characterized by a gradual return towards historical and sustainable revenue and NOI growth levels.
 28 That is exactly what happened. Strong occupancy together with increased rental rates to new and
 existing customers led to same-store revenue growth for the year of 5.1%, NOI growth of 6.9% and
 core FFO growth of 13.8%.”]; *see also id.* [“Throughout the quarter, we increased rates to new
 customers in the low to mid single digits, and we continue our existing customer rate increase program
 without changes.”].)

1 “I rented a unit about 3 months ago and just got a notice in the mail let me know
2 they were increasing my rent by 58%. **I was paying \$224 a month and they want**
3 **\$354 now! I went online and the online price for the same unit is \$42 a month**
4 **cheaper.** I went in to try to have them fix this and they were unable to do anything
stating that supply and demand caused the rate hike. Be warned that their rates
posted will go massively up without little to no warning.”
– Jason of Placentia, CA (April 5, 2018)³

5 “I have been with this rip off company for too many years. **I’m sick and tired of**
6 **the price changes every six months.** I think I’m going to call my local news
7 WAVYTV10 and ask them to do a report. I suggest anyone who sees this and
8 know what I’m talking about does the same. I have never been with a company
9 who does this. I’m in the military I pay on time and have been with them forever.
The facility I am in is nice and fairly convenient to where I live. This price jacking
is insane! Please report them to every possible social media and consumer reports
avenue.:
– Tameaka of Virginia Beach, VA (August 23, 2018)⁴

10 “**New place and have low monthly rates to start BUT, I just got a 15%**
11 **increase in monthly rate after being there only 5 months.** So, Chicago has no
12 protections on rent increases and **storage companies know that you must rent**
13 **a truck and move the stuff out.** Also, I have had many times at this location
14 where I can not [sic] get into the garage space because moving companies are
allowed to block the garage from other paying customers.”
– Victor Z. of Chicago, IL (April 5, 2017)⁵

15 32. All consumers who have been enticed into leasing storage units from Extra Space by the
16 pricing practices described in this Complaint have suffered damage as a result of Extra Space’s bait-
17 and-switch advertising. Plaintiffs bring this action to represent those consumers who leased from Extra
18 Storage and suffered damages in the amount of the difference between the increased rental rates and
19 the original rental rates to which Plaintiffs and Class members agreed in their leases, in amounts that
20 will be proven at trial.

21 **THE EXPERIENCES OF THE NAMED PLAINTIFFS**

22 *Plaintiff Lamar Mosley*

23 33. Plaintiff Lamar Mosley rented a storage unit in April 2018 at Extra Space’s facility
24 located at 6401 San Leandro Street, Oakland, California 94621 at a monthly rate of \$127. Mr. Mosley
25 needed a storage unit because he had recently moved from Lathrop, California to Oakland, California,

26 ³ (Extra Space Storage, Consumer Affairs < <https://www.consumeraffairs.com/movers/extra-space-self-storage.html?page=2> > [as of Jan. 28, 2019].)

27 ⁴ (Extra Space Storage, Consumer Affairs < <https://www.consumeraffairs.com/movers/extra-space-self-storage.html> > [as of Jan. 28, 2019].)

28 ⁵ (Extra Space Storage, Yelp < *available at* <https://www.yelp.com/biz/extra-space-storage-chicago-34?osq=Extra+Space+Storage> > [as of Jan. 28, 2019].)

1 located at 17575 S. Western Avenue, Gardena, California, 90248 at a monthly rate of \$205. Ms.

2 Johnson needed a storage unit because she had recently moved in with her mother.

3 42. Ms. Johnson was told by an Extra Space employee at the at 17575 S. Western Avenue,
4 Gardena, California, 90248 location that her rate would only go up because of rising costs.

5 43. Four months later, in July 2018, Ms. Johnson received a postcard in the mail notifying
6 her that her rate would go up from \$205 to \$236 on August 17, 2018.

7 44. Because of the expense and time it would take to find a new storage facility and move
8 her belongings from Extra Space to another facility, Ms. Johnson continued to rent with Extra Space
9 despite the increase.

10 45. Extra Space's deceptive advertised rental rate was a substantial factor in causing Ms.
11 Johnson's decision to lease a unit.

12 46. That is, if Ms. Johnson had known at the time she rented that Extra Space had a
13 practice of increasing rental rates within a few months for all consumers who rent storage units, for
14 reasons unrelated to rising costs, she would not have rented with Extra Space.

15 47. Moreover, if Ms. Johnson had known that the purpose of the increase in her rental rate
16 was to increase profits, not to keep up with rising costs as represented, she would not have continued
17 to lease a storage unit with Extra Space.

18 48. Because of Extra Space's past deception, Ms. Johnson will be unable to rely on Extra
19 Space's advertising in the future. As a result, she will not lease another unit, even though she would like
20 to.

21 49. If Extra Space's true rental rate was advertised from the outset, and did not increase for
22 reasons other than rising costs as represented, Ms. Johnson would likely lease a unit with Extra Space in
23 the future.

24 ***Plaintiff Alexandru Ionescu***

25 50. Plaintiff Alexandru Ionescu rented a storage unit in June 2017 at Extra Space's facility
26 located at 3808 Cedar Street, San Diego, California 92105 at a rate of \$70. Mr. Ionescu is a member of
27 the United States Navy in its Helicopter Maritime Strike Squadron Seven Five. Mr. Ionescu needed a
28 storage unit while he was deployed from June 5, 2017 to December 5, 2017 on the USS Nimitz to the

1 Middle East and Japan.

2 51. Mr. Ionescu was told by an Extra Space employee that his rate would only go up to
3 account for rising costs.

4 52. Months after he first signed a lease, Mr. Ionescu received notice that his rate would go
5 up to \$75 on November 1, 2017.

6 53. Because he was deployed, Mr. Ionescu had no way of moving his belongings from
7 Extra Space to another facility. As such, Mr. Ionescu continued to rent with Extra Space despite the
8 increase.

9 54. Extra Space's deceptive advertised rental rate was a substantial factor in causing Mr.
10 Ionescu's decision to lease a unit.

11 55. In other words, if Mr. Ionescu had known at the time he rented that Extra Space had a
12 practice of increasing rental rates for all customers within a few months unrelated to rising costs, he
13 would not have rented with Extra Space.

14 **CLASS ACTION ALLEGATIONS**

15 56. Plaintiffs bring this action on behalf of themselves and the class defined as follows:

16 All persons residing in the United States who signed leases for storage
17 units in California from Extra Space Storage from January 28, 2015 to
18 present.

19 57. The questions here are ones of common or general interest to class members. These
20 questions predominate over questions that may affect only individual class members because Extra
21 Space has acted on grounds generally applicable to the class. Such common legal or factual questions
22 include, but are not limited to:

- 23 a. Whether Defendant's pricing practices were and are likely to mislead consumers;
- 24 b. Whether Defendant's representations, including on its website, that increases in rental rates
25 are related to "rising costs" are false and misleading;
- 26 c. Whether Defendant knew or should have known that its pricing practices were and are
27 likely to mislead consumers;
- 28 d. Whether Defendant knew or should have known that its advertised prices for its storage
units were and are false and/or misleading;

- 1 e. Whether Defendant made and continues to make false or misleading statements of fact
- 2 concerning advertised rental rates;
- 3 f. Whether Defendant made and continues to make false or misleading statements of fact
- 4 concerning the circumstances under which it will increase its rental rates;
- 5 g. Whether the facts Defendant failed and continues to fail to disclose in its advertising were
- 6 and are material;
- 7 h. Whether reliance on Defendant's misrepresentations and omissions is presumed;
- 8 i. Whether Defendant's acts alleged herein were unlawful;
- 9 j. Whether Defendant's acts alleged herein were and are unfair;
- 10 k. Whether consumers suffered and continue to suffer damage as a result of Defendant's acts
- 11 alleged herein;
- 12 l. The extent of the damage suffered by consumers as a result of Defendant's acts alleged
- 13 herein;
- 14 m. Whether Defendant should be enjoined from continuing to advertise as alleged herein.

15 58. Members of the class are so numerous that joinder is impracticable. While the exact
16 number of class members is unknown to Plaintiffs, it is believed that the class comprises thousands of
17 members geographically disbursed throughout California.

18 59. It is impracticable to bring Class members' individual claims before the Court. Class
19 treatment permits a large number of similarly situated persons or entities to prosecute their common
20 claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of
21 evidence, effort, expense, or the possibility of inconsistent or contradictory judgments that numerous
22 individual actions would engender. The benefits of the class mechanism, including providing injured
23 persons or entities with a method for obtaining redress on claims that might not be practicable to
24 pursue individually, substantially outweigh any difficulties that may arise in the management of this class
25 action.

26 60. Plaintiffs' claims are typical of the members of the class and all subclasses, as all
27 members of the class are similarly affected by Extra Space's actionable conduct. Plaintiffs and all
28 members of the class leased storage units with Extra Space in California. In addition, Extra Space's

1 conduct that gave rise to the claims of Plaintiffs and members of the class (*i.e.* advertising a rental rate
2 and then increasing the rate after Plaintiffs signed leases without any connection to rising costs) is the
3 same for all members of the class.

4 61. Plaintiffs will fairly and adequately protect the interests of the class because they have
5 no interests antagonistic to, or in conflict with, the class that Plaintiffs seeks to represent. Furthermore,
6 Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action
7 litigation, particularly that involving false and misleading advertising.

8 62. Plaintiffs know of no difficulty to be encountered in this action that would preclude its
9 maintenance as a class action.

10 63. Extra Space has acted or refused to act on grounds generally applicable to the class,
11 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the
12 class as a whole.

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **Violations of False Advertising Law (California Business and Professions Code section 17500)**
16 **(By Plaintiffs and on Behalf of the Class)**

17 64. Plaintiffs repeat and reallege each and every fact, matter, and allegation set forth above
18 and incorporates them at this point by reference as though set forth in full.

19 65. Defendant's acts alleged herein violate California Business and Professions Code section
20 17500. Defendant acted knowingly, recklessly, and in conscious disregard of the true facts in perpetuating
21 its deceptive advertising scheme and causing injuries to Plaintiffs and the Class.

22 66. Plaintiffs and the Class have been misled and unfairly induced to enter into transactions
23 and to overpay for the lease of storage units. As a result of Defendant's false and misleading pricing
24 practices, misrepresentations, and omissions, Plaintiffs and the Class have been injured in amounts not
25 less than the difference between any increase in their rental rates and the original rental rates to which
26 Plaintiffs and Class members agreed in their leases, but which are believed to exceed the hundreds of
27 thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant
28 by Plaintiffs and the Class and should be restored to them.

SECOND CAUSE OF ACTION

Violations of Unfair Competition Law (California Business and Professions Code section 17200)

(By Plaintiffs Johnson and Mosley and on Behalf of the Class)

67. Plaintiffs Johnson and Mosley repeat and reallege each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

68. Defendant has engaged in business acts and practices that, as alleged above, constitute unfair competition in violation of Business and Professions Code section 17200. Specifically, Defendant's acts alleged herein are unfair and likely to deceive the general public, and Defendant's acts alleged herein are unlawful in that they violate California Business and Professions Code section 17500 (false and misleading advertising), and California Civil Code sections 1770(a)(9), (13), and (14) (CLRA), as well as other federal and state statutes and regulations.

69. As a result of Defendant's unfair, fraudulent, and unlawful business practices alleged herein, Plaintiffs Johnson and Mosley and the Class have been injured in amounts not less than the difference between any increase in their rental rates and the original rental rates to which Plaintiffs Johnson and Mosley and Class members agreed in their leases, which amounts have not yet been ascertained but which are believed to exceed the hundreds of thousands, or possibly millions, of dollars in the aggregate. These amounts have been paid to Defendant by Plaintiffs Johnson and Mosley and the Class and should be restored to them.

70. If Defendant is permitted to continue to engage in the unlawful, unfair, and fraudulent pricing practices described above, its conduct will engender further injury, expanding the number of injured members of the public beyond its already large size, and will tend to render any judgment at law, by itself, ineffectual. Under such circumstances, Plaintiffs Johnson and Mosley and the Class have no adequate remedy at law in that Defendant will continue to engage in the wrongful conduct alleged herein, thus engendering a multiplicity of judicial proceedings. Plaintiffs Johnson and Mosley and the Class request and are entitled to injunctive relief, enjoining Defendant from continuing to engage in the unfair, unlawful, and fraudulent advertising described herein.

THIRD CAUSE OF ACTION

**Violations of the California Consumers Legal Remedies Act
(By Plaintiffs and on Behalf of the Class)**

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71. Plaintiffs repeat and realleges each and every fact, matter, and allegation set forth above and incorporates them at this point by reference as though set forth in full.

72. At all relevant times, Plaintiffs were “consumers” as defined by California Civil Code section 1761(d).

73. At all relevant times, Defendant’s storage units constituted “goods” as defined by California Civil Code section 1761(a).

74. At all relevant times, Defendant constituted a “person” as defined by California Civil Code section 1761(c).

75. At all relevant times, Plaintiffs and each of the Class member’s purchases of Defendant’s goods constituted a “transaction” as defined by California Civil Code section 1761(e).

76. The CLRA provides that it is unlawful to: (i) advertise goods or services with the intent not to sell them as advertised; and (ii) represent that a transaction confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law. Cal. Civ. Code §§ 1770(a)(9), (14). Defendant’s acts alleged herein violate the CLRA.

77. Plaintiffs, on behalf of themselves and the Class, seeks an order enjoining Defendant’s unfair or deceptive acts or practices, equitable relief, an award of attorneys’ fees and costs under Cal. Civ. Code § 1780(e). Plaintiffs Mosley and Johnson, on behalf of themselves and the Class, further request damages under Cal. Civ. Code § 1780(d).

78. Plaintiff Ionescu reserves the right to give statutory written notice of this claim via certified mail, and to thereafter seek damages via an amended complaint.

WHEREFORE, Plaintiffs pray for judgment as follows:

ON THE FIRST AND SECOND CAUSES OF ACTION

79. For an order requiring Defendant to restore monies that Defendant acquired from Plaintiffs and Class members in the amount not less than the difference between any increase in

1 Plaintiffs and Class Members' rental rates and the original rental rates to which Plaintiffs and Class
2 members agreed in their leases;

3 80. Interest on all such sums restored at the maximum legal rate;

4 81. For an order or orders enjoining Defendant from continuing to employ unfair
5 methods of competition and commit unfair and deceptive acts and practices alleged in this
6 complaint and any other acts and practices proven at trial;

7 82. For an award of attorneys' fees to Plaintiffs' counsel pursuant to section 1021.5 of
8 the California Code of Civil Procedure;

9 83. For costs of suit incurred in this action; and

10 84. For such other and further relief as the Court may deem just and proper.

11 **ON THE THIRD CAUSE OF ACTION**

12 85. For an order or orders enjoining Defendant from continuing to employ unfair methods
13 of competition and commit unfair and deceptive acts and practices alleged in this complaint and any
14 other such acts and practices proven at trial;

15 86. For an award of damages, costs, and attorneys' fees to Plaintiffs' counsel pursuant to
16 California Civil Code section 1780(d) and California Code of Civil Procedure section 1021.5;

17 87. For such other and further relief as the Court may deem just and proper.

18 **JURY DEMAND**

19 Plaintiffs hereby demand a jury trial in the instant action.

20
21 Dated: March 25, 2019

Respectfully submitted,

22
23 

24 Sabita J. Soneji (CA Bar No. 224262)
25 1970 Broadway, Suite 1070
26 Oakland, CA 94612
27 Telephone: (510) 254-6808
28 Facsimile: (202) 973-0950
ssoneji@tzlegal.com

1 Sabita J. Soneji (CA Bar No. 224262)
 2 Tanya Koshy (CA Bar No. 277095)
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 5 Telephone: (510) 254-6808
 Facsimile: (202) 973-0950
 6 ssoneji@tzlegal.com
 tkoshy@tzlegal.com

7 *Counsel for Plaintiffs and the Proposed Class*

8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ALAMEDA**

11

12 ALEXANDRU IONESCU, LENAY
 JOHNSON, AND LAMAR MOSLEY,
 13 individually and on behalf of themselves and all
 14 others similarly situated,
 Plaintiffs,
 15 v.
 16 EXTRA SPACE STORAGE INC.,
 17 Defendant.

Case No. RG19004671

(JURY TRIAL DEMANDED)

**DECLARATION OF LENAY
JOHNSON**

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1 I, Lenay Johnson, declare that:

2 1. I have personal knowledge of the facts stated herein, and could and would testify competently
3 thereto if sworn as a witness.

4 2. I am a resident of the County of Los Angeles, State of California. The transaction(s) in which I
5 was involved in that give rise to the causes of action in the complaint took place in the County
6 of Los Angeles.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
8 correct.

9 Executed on March 25, 2019 in Hawthorne, California

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DocuSigned by:
Lenay Johnson
591B7B952B254CF...

LENAY JOHNSON

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
TYCKO & ZAVAREEI LLP
3 1970 Broadway, Suite 1070
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4 Telephone: (510) 254-6808
Facsimile: (202) 973-0950
5 ssoneji@tzlegal.com
6 tkoshy@tzlegal.com

7 *Counsel for Plaintiffs and the Proposed Class*
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ALAMEDA**

11
12 ALEXANDRU IONESCU, LENAY
JOHNSON, AND LAMAR MOSLEY,
13 individually and on behalf of themselves and all
14 others similarly situated,
Plaintiffs,
15 v.
16 EXTRA SPACE STORAGE INC.,
17 Defendant.

Case No. RG19004671
(JURY TRIAL DEMANDED)
DECLARATION OF LAMAR
MOSLEY

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1 I, Lamar Mosley, declare that:

- 2 1. I have personal knowledge of the facts stated herein, and could and would testify competently
3 thereto if sworn as a witness.
- 4 2. I am a resident of the County of Alameda, State of California. The transaction(s) in which I was
5 involved in that give rise to the causes of action in the complaint took place in the County of
6 Alameda.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
8 correct.

9 Executed on March 25, 2019 in Oakland, California

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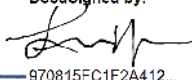
DocuSigned by:

970815FC1F2A412...
Lamar Mosley

EXHIBIT A

This is Google's cache of <https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/> (https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/). It is a snapshot of the page as it appeared on Sep 26, 2018 09:54:30 GMT. The current page (https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/) could have changed in the meantime. Learn more. (http://support.google.com/websearch/bin/answer.py?hl=en&p=cached&answer=1687222)

Full version Text-only version (http://webcache.googleusercontent.com/search?q=cache:eZAWYaNNVCUJ:https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-
Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘F** (Mac) and use the find bar.

Extra Space finds "sweet spot" on rent increases

by Alexander Harris (https://www.sparefoot.com/self-storage/news/author/alexander-harris/) on May 3, 2016 (https://www.sparefoot.com/self-storage/news/4015-extra-space-starts-2016-strong/)

After buying up more 170 self-storage locations for more than \$1.7 billion last year, Salt Lake City, UT-based Extra Space Storage isn't done yet.

The company acquired 21 stores in the first quarter for \$192 million. The company has closed or put under contract another 21 locations since the end of the quarter that total more than \$262 million.

CEO Spencer Kirk said during the company's quarterly earnings call that he witnessed elevated deal flow during the first quarter. While the properties coming to market run the gamut in terms of quality, Kirk said they do have one thing in common.

"We see asset quality spanning the spectrum. The constant in all of this, prices are high, really high," Kirk said. "You can have crappy assets that we think are just way out of market, and you can have really nice assets, that even for us or the other REITs, are getting a bit too rich to transact."

Looking for smart deals

That's in part due to the increasing number of buyers both in and out of the industry looking to deploy capital into the asset class.

"There is a lot of money chasing these assets," Kirk said.

Extra Space remains focused on "opportunities that make sense geographically and economically," Kirk said.

So far this year, the company has also purchased three facilities at certificate of occupancy for \$32 million. It has four more C of O deals under contract for a total of \$27.45 million. In addition, the company purchased three additional facilities at C of O as part of joint ventures. Six more are under contract for purchase via JV partners.



(https://www.sparefoot.com/self-storage/news/wp-content/uploads/sites/4/2016/04/stockbridge-e1461190636878.jpg)

A recently acquired Extra Space location in near Atlanta, GA.

Strong start

Extra Space reported revenue during the first quarter of \$229.4 million, an increase of 32.5 percent compared to last year. Profits hit \$89.4 million during the quarter, up 52 percent.

Same-store performance was also strong: revenue climbed 9.1 percent and NOI up to 12.3 percent.

Performance was boosted by high same-store occupancy, ending the quarter at 92.8 percent—the highest first quarter ending occupancy in the company's history. At the same time rents charged at same-store locations rose an average of 7.5 percent to reach a total of \$15.67 per square foot.

Finding the sweet spot

Kirk said that the vast majority of Extra Space customers absorb rental rate increases without moving out.

"We are hitting the sweet spot," Kirk said regarding the company's rate increases on existing customers. Extra Space is able to raise rates on customers up to 10 percent with little pushback, he said.

"Let's be realistic about this. If you are renting a unit and you find out your rent is going up \$15, you are not likely to rent a U-Haul truck, pack up your stuff, go down the street, unpack your stuff and return the truck just to save 15 bucks," Kirk said, "Most people won't go through the effort to do that."

Advertisement

1 Sabita J. Soneji (CA Bar No. 224262)
2 Tanya Koshy (CA Bar No. 277095)
3 **TYCKO & ZAVAREEI LLP**
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5 Oakland, CA 94612
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8 ssoneji@tzlegal.com
9 tkoshy@tzlegal.com

10 *Counsel for Plaintiffs and the Proposed Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ALAMEDA**

13 LENAY JOHNSON AND LAMAR MOSLEY,
14 individually and on behalf of themselves and all
15 others similarly situated,
16 Plaintiffs,
17 v.
18 EXTRA SPACE STORAGE INC.,
19 Defendant.

Case No. RG19004671

PROOF OF SERVICE

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PROOF OF SERVICE

1
2 At the time of service, I was over 18 years of age and not a party to this action. I am employed in the
3 County of Alameda, State of California. My business address is 1970 Broadway, Suite 1070, Oakland, CA
4 94612.

5 On March 25, 2019, I served true copies of the following document(s) described as:

- 6 • FIRST AMENED COMPLAINT

7 to the interested parties below:

8 Quyen L. Ta
9 BOIES SCHILLER FLEXNER LLP
10 1999 Harrison Street, Suite 900
Oakland, CA 94612
qta@bsfllp.com

11 *Attorney for Defendant Extra Space Storage, Inc.*

12 **[X] BY E-MAIL:** I transmitted a correct and true attachment of the document(s) to the email
13 addresses listed above.

14 **[X] BY FIRST CLASS MAIL:** I enclosed a copy of the document(s) in a sealed envelope addressed as
15 indicated above and deposited it with the United States Postal Service, first class postage fully prepaid.

16 I declare under penalty of perjury under the laws of the State of California that the above is true and
17 correct.

18 EXECUTED this 25th day of March 2019, in Oakland, CA.

19 

20 **Chloe Hyunji Noh**

1 Quyen L. Ta (SBN 229956)
Kathleen R. Hartnett (SBN 314267)
2 James A. Unger (SBN 325115)
BOIES SCHILLER FLEXNER LLP
3 1999 Harrison Street, Suite 900
4 Oakland, CA 94612
Telephone: (510) 874-1000
5 Facsimile: (510) 874-1460
E-mail: qta@bsflp.com
6 khartnett@bsllp.com
7 junger@bsflp.com

ENDORSED
FILED
ALAMEDA COUNTY

APR - 4 2019

CLERK OF THE SUPERIOR COURT

By MICHELLE BANKS Deputy

8 *Attorneys for Defendant Extra Space Storage Inc.*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA

13 LENAY JOHNSON and LAMAR MOSLEY,
individually and on behalf of themselves and
14 all other similarly situated,

Case No. RG19004671

PROOF OF SERVICE

15 *Plaintiffs,*

16 vs.

17 EXTRA SPACE STORAGE INC.,

18 *Defendant.*

PROOF OF SERVICE

I, the undersigned, declare as follows:

- 1. I am employed in the County of Alameda, State of California. I am over the age of eighteen years and I am not a party to this action. My business address is 1999 Harrison St., Suite 900, Oakland, CA 94612, in said County and State.
- 2. On April 4, 2019, I served

STIPULATION TO EXTEND DEADLINES AND [PROPOSED] ORDER

by providing a true copy thereof addressed to each of the persons named below as indicated below:

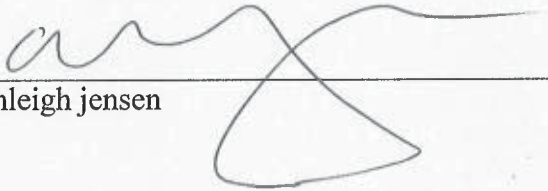
Sabita J. Soneji
 Tanya Koshy
 TYCKO & ZAVAREEI LLP
 1970 Broadway, Suite 1070
 Oakland, CA 94612
 ssoneji@tzlegal.com
 tkoshy@tzlegal.com

- BY MAIL: I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the Firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY PERSONAL SERVICE: I placed a true copy in a sealed envelope addressed to each person[s] named at the address[es] shown and giving same to a messenger for personal delivery before 5:00 p.m. on the above-mentioned date.
- BY ELECTRONIC MAIL
- BY FACSIMILE: On the above-mentioned date, I served a copy of the above-referenced documents [excluding exhibits] by facsimile transmission to the person[s] at the number[s] indicated.
- BY FEDERAL EXPRESS NEXT-DAY AIR: I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the Firm’s practice of collection and processing correspondence for delivery by Federal Express. Pursuant to that practice, envelopes placed for collection at designated locations during designated hours are delivered to Federal Express with a fully completed Airbill, under which all delivery charges are paid by Boies, Schiller & Flexner LLP, that same day in the ordinary course of business.

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- (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that the foregoing document(s) were printed on recycled paper.
- (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 4, 2019 at Oakland, California.

By 
Ashleigh Jensen

1 Quyen L. Ta (SBN 229956)
2 Kathleen R. Hartnett (SBN 314267)
3 James A. Unger (SBN 325115)
4 BOIES SCHILLER FLEXNER LLP
5 1999 Harrison Street, Suite 900
6 Oakland, CA 94612
7 Telephone: (510) 874-1000
8 Facsimile: (510) 874-1460
9 E-mail: qta@bsflp.com
10 khartnett@bsllp.com
11 junger@bsflp.com

ENDORSED
FILED
ALAMEDA COUNTY
APR - 4 2019
CLERK OF THE SUPERIOR COURT
By MICHELLE BANKS Deputy

12 *Attorneys for Defendant Extra Space Storage Inc.*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF ALAMEDA**

15 LENAY JOHNSON and LAMAR MOSLEY,
16 individually and on behalf of themselves and
17 all other similarly situated,

18 *Plaintiffs,*

19 vs.

20 EXTRA SPACE STORAGE INC.,

21 *Defendant.*

22 Case No. RG19004671

23 **STIPULATION TO EXTEND DEADLINES**
24 **AND [PROPOSED] ORDER**

1 Defendant Extra Space Storage, Inc. (“Defendant”) and Plaintiffs Lamar Mosley, Lenay
2 Johnson, and Alexandru Ionescu (“Plaintiffs”), through undersigned counsel, notify the Court of
3 Defendant’s intention to remove this action to federal court on or before April 24, 2019, and
4 therefore stipulate and request the Court continue the Case Management Statement and Case
5 Management Conference until after that date.

6
7 WHEREAS, the parties have met and conferred regarding Defendant’s intention to remove
8 this action to the United States District Court for the Northern District of California under the Class
9 Action Fairness Act, 28 U.S.C. § 1332(d), on or before Defendant’s April 24, 2019 deadline to
10 answer or otherwise respond to the Complaint;

11 WHEREAS, the parties’ deadline to submit a Case Management Statement in this action is
12 currently April 8, 2019;

13
14 WHEREAS, the Case Management Conference in this action is currently set for April 23,
15 2019;

16 WHEREAS, Defendant does not waive, and expressly reserves, its right to assert all
17 defenses including to move to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C.
18 §§ 1-16;

19
20 WHEREAS, the parties wish to conserve judicial resources and streamline the case
21 management process, and therefore respectfully submit that a Case Management Statement need not
22 be filed and a Case Management Conference need not be held prior to April 24, 2019, given
23 Defendant’s intention to remove this action to federal court on or before that date;

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1 The Parties hereby STIPULATE and REQUEST that the Case Management Conference and
2 the deadline for the parties to file a Case Management Statement, be continued until a date after
3 April 24, 2019, and then only to occur to if this action is not removed on or before that date.

4 Dated: April 4, 2019

Respectfully submitted,

6
7 By:

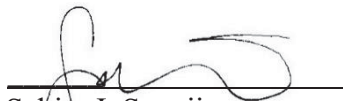


Quyen L. Ta (SBN 229956)
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Oakland, CA 94612
Telephone: (510) 874-1000
Facsimile: (510) 874-1460
E-mail: qta@bsflp.com

Attorneys for Defendant Extra Space Storage Inc.

13 Dated: April 4, 2019

14 By :



Sabita J. Soneji
TYCKO & ZAVAREEI LLP
1970 Broadway, Suite 1070
Oakland, CA 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
Email: ssoneji@tzlegal.com

Attorneys for Plaintiffs Johnson and Mosley

[PROPOSED] ORDER

1
2 Good cause shown, the Court hereby ORDERS that if this action is not removed to federal
3 court on or before April 24, 2019, the Case Management Statement will be due on _____,
4 2019. The Case Management Conference would be held on _____, 2019.
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8 DATED: _____
9

Hon. Brad Seligman
Judge of the Superior Court
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Tycko & Zavareei LLP
Attn: Soneji, Sabita J
1970 Broadway
#1070
Oakland, CA 94612

Boies Schiller Flexner LLP
Attn: Ta, Quyen L.
1999 Harrison Street
Suite 900
Oakland, CA 94612

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse

Johnson Plaintiff/Petitioner(s) VS.	No. <u>RG19004671</u> Application Re: Other Ex Parte Granted
Extra Space Storage Inc. Defendant/Respondent(s) (Abbreviated Title)	

IT IS ORDERED that the Defendant's Application Re: Other Ex Parte is granted. the 4/23 CMC is continued to 5/7/2019 at 3 pm. CMC statements to be filed 5 court days before hearing.

Dated: 04/15/2019

digital


Judge Brad Seligman

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Alexandru Ionescu, Lenay Johnson and Lamar Mosley

(b) County of Residence of First Listed Plaintiff Los Angeles (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Sabita J. Soneji, Tanya Koshy, Tycko & Zavareei LLP 1970 Broadway, Suite 1070, Oakland, CA 94612, (510) 254-6808

DEFENDANTS

Extra Space Storage Inc.

County of Residence of First Listed Defendant Salt Lake County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Quyen Ta, Kathleen Hartnett, Boies Schiller Flexner LLP, 1999 Harrison, Suite 900, Oakland, CA 94612, (510) 874-1000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Class Action Fairness Act: 28 U.S.C. §§ 1332, 1441, 1446, and 1453 Brief description of cause: California's Unfair Competition Law (Cal. Bus. & Prof. Code. § 17200), California's False Advertising Law (Cal. Bus. & Prof. Code § 17500), California's Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.)

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 5,000,000.00 < CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2) (Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 04/24/2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Quyen L. Ta

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: ['Bait-and-Switch' Class Action Filed Against Extra Space Storage Over Alleged Promotional Rate Hikes](#)
