

**KEKER**  
**VAN NEST**  
**& PETERS**

**Public  
Storage**

# Trying a Class Action

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Nathan Vitan, Sr. VP and Chief Legal Officer, Public Storage

June 6, 2019

# Case Background

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# Cases and Claims

## Downey v. Public Storage Claims:

- **\$1 Special**: Misrepresented terms of promotion
- **Late Fees**: Premature late fees violated Cal. Bus. & Prof. Code § 21713.5(a)(1)
- **Lien Fees**: Multiple late fees violated Cal. Bus. & Prof. Code § 21713.5(a)(3)
- **Insurance**: Misrepresented terms of insurance program
  - Concealed involvement in and profit from tenant insurance program
    - Copycat claim from *Bowe v. Public Storage* (S.D. Fla.)
  - Misrepresentation that insurance program was mandatory

## Perez v. Public Storage Claims:

- Same insurance claims as *Downey*

# Discovery Coordination

## Stipulated Coordination Order Streamlined Discovery

- Key efficiencies gained:
  - Limited Depositions
    - Answers deemed to have been made in both actions
    - Witnesses only deposed once
  - Common written discovery
    - Insurance-related discovery requests served on all parties
    - Plaintiffs permitted to share insurance-related document productions
      - Insurance-related documents marked with a separate Bates Number.
    - Written discovery responses deemed to have been made in both actions

# Limiting the Potential Class Period

## LEASE/RENTAL AGREEMENT

THIS LEASE/RENTAL AGREEMENT is executed this \_\_\_\_\_, by and between Public Storage (as owner or agent for owner "Owner") of the self storage facility, at \_\_\_\_\_ (the "Property") and \_\_\_\_\_ (as "Occupant"), whose address and alternate contact address are as follows:

\_\_\_\_\_  
Alternate Contact Name

\_\_\_\_\_  
Occupant Address

\_\_\_\_\_  
Alternate Address

\_\_\_\_\_  
Occupant City/State/Zip Code

\_\_\_\_\_  
Occupant Telephone

\_\_\_\_\_  
ID/Driver's License

\_\_\_\_\_  
Occupant Email Address for Electronic Communication

\_\_\_\_\_  
Author

\_\_\_\_\_  
Enclosed/Parking Space No. (approximately) Account

### FEES AND CHARGES:

\_\_\_\_\_  
Monthly Rent (Due on or before 1<sup>st</sup> of Month)

\_\_\_\_\_  
New Account Administration Fee (Non-Refundable) \$55

\_\_\_\_\_  
Dishonored Check Charge \$7.00

\$13.00

Occupant acknowledges that the above information is correct, that unless otherwise stated, all payments are due before the close of business on the first day of the month, and then fees and other charges that have become due. Occupant also understands that Public Storage reserves the right to require that rent, fees and charges be paid in cash, certified check, or money order.

It is agreed by and between Owner and Occupant:

1. PURPOSE AND DESCRIPTION OF PREMISES. The parties have entered into this Lease/Rental Agreement for the purpose of renting the above noted storage space (the "Premises") and agree that no bailment or deposit of goods for safekeeping is intended or created hereunder. Occupant shall examine the Premises and the Property and acknowledges that space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Premises and any referenced sizes are approximate, given for illustration only and may vary materially, that Occupant has had the opportunity to measure the Premises prior to moving in, and that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property including the size and capacity of the Premises. This Property being leased or rented has not undergone inspection by a Certified Access Specialist (CASp). Occupant shall have access to the Premises and the common areas of the Property only during the Property's posted hours and days of operation. This access is conditioned on the Owner's ability to maintain the business, rentability, safety, or security of the Premises and the Property, and if such ability is compromised, the Owner may take reasonable preventative or corrective measures such as, but not limited to, restricting access hours and requiring verification of Occupant's identity. Loitering on the Property or the Premises is prohibited. The person(s) listed above as "Authorized Access Persons" is/are solely agents of the Occupant and is/are not parties to this Lease/Rental Agreement, has/have no rights of tenancy or standing to bring any claim arising under this Lease/Rental Agreement or from the use of the Premises.

**Occupant understands that if Occupant elects to obtain the insurance offered at this facility a wholly owned subsidiary of Public Storage reinsures the risk for the Perfect Solution Storage Insurance Program, and Public Storage may benefit financially from your purchase of insurance.**

# Success on Pre-Certification Motions

## Downey v. Public Storage

- Demurrer to claim that Public Storage prematurely charged late fees
  - Sustained without leave to amend
  - Plaintiff could not establish cognizable economic injury that would grant her standing to assert a UCL claim
- Motion for summary adjudication of claim Public Storage improperly charged multiple late fees
  - Granted in favor of Public Storage
  - Plaintiffs had not met their burden to show a genuine issue of material fact regarding whether they had been charged late fees in violation of Cal. Bus. & Prof. Code § 21713.5(a)(3)

# Class Certification

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# *Downey v. Public Storage*

“Plaintiffs therefore have failed to show that common issues of fact and law predominate. There must be some connection between the allegedly false advertising and the transaction for which restitution is sought.”

*Downey Class Certification Order*

- Plaintiffs sought certification of claim alleging that Public Storage falsely advertised that customers could rent a unit for \$1 for the first month
  - Plaintiffs argued that tenants could not rent a storage unit for \$1 because they had to pay additional administrative fees and purchase insurance/locks
- Court denied Plaintiffs’ motion to certify the class
  - No evidence that all class members were exposed to the alleged misrepresentations
  - Even if there was uniform exposure, the advertisements at issue were not uniform



# Perez v. Public Storage

“Plaintiffs seek to certify a class to pursue UCL claims premised on two factual theories . . . . [C]ommon issues predominate, and class certification is granted, as to the first theory, but not as to the second.”

*Perez Class Certification Order*

- Plaintiffs sought certification of two claims:
  1. **Insurance Requirement:** Public Storage misled customers into believing they had to purchase the storage insurance offered at Public Storage facilities.
  2. **Reinsurance:** Public Storage failed to disclose that it reinsured the insurance program sold at its facilities.
- Insurance Requirement claim certified
  - Court cautioned that Plaintiffs would have to prove their case based on the uniform sales presentation
- Reinsurance claim not certified
  - No evidence that the materiality of Public Storage’s allegedly fraudulent omission was subject to common proof

# *Perez v. Public Storage*

“It is important to emphasize that Plaintiffs will have to prove their case based on the training materials and uniform sales representation. If Plaintiffs stray into reliance on individual class members’ assertions that sales employees deviated from the presentation, common issues will not predominate and the case will not be able to proceed as a class action.”

*Perez Class Certification Order*

Anticipated discovery needs on certified claim and gained key admissions from class reps for trial.

Q. You testified that you purchased the insurance because a Public Storage employee told you were required to purchase the insurance, right?

A. Correct.

Q. Was that the only reason you purchased the insurance?

A. That’s the only reason I purchased Public Storage’s insurance, yes.

# Trial

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# Trial Issues

## Original Claim

- Public Storage made uniform misleading statements to customers, leading them to believe that they were required to purchase insurance offered to them during the rental transaction.

## New Claim

- Public Storage made uniform misrepresentations to customers that they were required to insure their stored property when there was no such requirement.

“At trial, Plaintiffs offered a different theory of UCL liability than had been argued in the Motion for Class Certification.”

*Tentative Statement of Decision*

# Evidence of Key Disclosures

**INSURANCE ADDENDUM TO LEASE/RENTAL AGREEMENT**  
**THIS ADDENDUM TO BE ATTACHED TO AND MADE PART OF THE LEASE/RENTAL AGREEMENT**

#                      Lease/Rental Agreement      #                      Storage Unit      #                      Facility

As more fully set forth in the Lease/Rental Agreement, all personal property is stored by Occupant at occupant's sole risk. Occupant is solely responsible for insuring his own goods and understands that Owner will not insure Occupant's personal property and that Occupant is obligated under the terms of this lease/rental agreement to insure his own goods.

**INSURANCE CERTIFICATION**

I acknowledge that I understand and agree to the provisions of the above stored property. I acknowledge that the Lease/Rental Agreement requires property that I intend to store at this facility. Purchase of the self-storage requirement. I understand that if I do not have insurance, or if my insurance goods. I personally assume all risk of loss and Owner is not responsible.

This facility and its employees are not qualified or authorized to evaluate offered by this self-storage agent may provide a duplication of coverage source of coverage. Questions regarding the Storage Insurance Program Smith, Inc. (Marsh). I understand this insurance is not required in order to

**I ACKNOWLEDGE I HAVE REVIEWED THE ABOVE INSURANCE CERTIFICATION AND DISCLOSURES**

Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_

I understand this insurance is not required in order to store my goods at this facility.

**I ACKNOWLEDGE I HAVE REVIEWED THE ABOVE INSURANCE CERTIFICATION AND DISCLOSURES**

**New Hampshire Insurance Company**  
**APPLICATION FOR INSURANCE**

I elect to obtain the insurance coverage available through Marsh, in the amount indicated below.

\$5,000 Coverage \$15.00 per Month Initial _____	\$4,000 Coverage \$13.00 per Month Initial _____	\$3,000 Coverage \$11.00 per Month Initial _____
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Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**ACKNOWLEDGEMENT:** I understand the amount noted is the Premium I must pay monthly for the Amount of Insurance I have selected. I authorize Owner to conduct the administrative function of receiving the premium to send to the insurance company on my behalf. I have elected to satisfy my obligation to have insurance for the stored goods by purchasing the insurance protection available through Marsh. I have read and completed this Insurance Election Addendum to apply for the coverage. I have read the insurance literature provided and understand that the insurance I am applying for underwritten by New Hampshire Insurance Company has EXCLUSIONS and CONDITIONS.

**COVERAGE EFFECTIVE:** The insurance coverage will be effective immediately upon completion of your application and payment of Premium. You will become insured effective as of that time, for the Amount of Insurance you selected and initialed above.

**ELIGIBILITY:** I understand that insurance on personal property in the enclosed storage space described in the Rental Agreement is available to all Tenants who have entered into a Rental Agreement with the Owner for such enclosed storage space.

# Evidence of Key Disclosures

## Storage Presentation Script

*For Internal Use Only*

“All of our customers are required to have insurance on their goods in storage. **One option** is to purchase insurance through the Perfect Solution Storage Insurance Program.”

(Provide them with a brochure)



INSUR

# Evidence of Key Disclosures

The purchase of this insurance is not required to complete your rental transaction

**PERFECT SOLUTION STORAGE INSURANCE PROGRAM**  
CALL US TOLL-FREE (877) 878-6730  
WWW.PERFECTSOLUTIONSTORAGEINSURANCE.COM

**HOW MUCH COVERAGE**

**IT'S A GOOD POLICY TO GET INSURANCE.**

**DON'T JUST STORE IT. PROTECT IT.**

**IS YOUR PROPERTY COVERED?**  
Your belongings are important to you. Why else would you be keeping them in storage? Protect your property from loss or damage with the right coverage. After all, you are responsible for the things you're storing at this facility and insurance for your stored belongings is required.

**CHECK YOUR CURRENT POLICY**  
Your renters' or homeowners' policy may provide the insurance you need. Check with your agent to determine if your personal property stored at a location other than your home or business

**NEED TO BUY INSURANCE?**  
After table coverage is available through the Perfect Storage

**Public Storage**

CA Self-Service Storage Agent's License Public Storage  
dba Public Storage Processing Insurance Services (License #310910)  
P.O. Box 25080, Gardena, CA 91221-9080

**This self-storage facility is not responsible for your property. The purchase of this insurance is not required to complete your rental transaction. This facility and employees are not qualified or authorized to evaluate the adequacy of any insurance you may have. The insurance policy offered by this self-storage agent may provide a duplication of coverage already provided by your homeowners' insurance policy or by another source of coverage. Questions regarding the Perfect Solution Storage Insurance Program should be directed to PSCC, Inc. at the phone number listed on this brochure. This insurance is provided under a Master policy issued by AIG.**

Certificate of Insurance is available for you to review at this facility. A wholly owned subsidiary of Public Storage reinsures the risk for the Perfect Solution Storage Insurance Program, and Public Storage may benefit financially from your insurance purchase.

PSCC, Inc. is a wholly owned subsidiary of Public Storage. PSCC, Inc. is the Authorized Producer for the Perfect Solution Storage Insurance Program and administers the program for New Hampshire Insurance Company (PSCC, Inc. is paid a flat fee for administering the program. Certain products and services may be provided by independent third parties. Insurance products may be distributed through affiliated or unaffiliated entities. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting their website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3100.

**PSCC, Inc. dba in CA as PSCC Insurance Services Processing, CA Ins. Lic. #0E14626**  
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**CHECK YOUR CURRENT POLICY**  
Your renters' or homeowners' policy may provide the insurance you need. Check with your agent to determine if your personal property stored at a location other than your home or business is covered.

# Evidence of Key Disclosures

## LEASE/RENTAL AGREEMENT

THIS LEASE/RENTAL AGREEMENT is executed this \_\_\_\_\_, by and between Public Storage (as owner or agent for owner "Owner") of the self storage facility, at \_\_\_\_\_ and \_\_\_\_\_ (as "Occupant"), whose address and alternate contact address are as follows:

Occupant Address \_\_\_\_\_  
Occupant City/State/Zip Code \_\_\_\_\_  
Occupant Telephone \_\_\_\_\_ ID/Driver's License \_\_\_\_\_  
Occupant Email Address for Electronic Communication Occupant's Author \_\_\_\_\_  
Premises: Enclosed/Parking Space No. \_\_\_\_\_ (approximately \_\_\_\_\_)

### FEES AND CHARGES:

_____ Monthly Rent (Due on or before 1 <sup>st</sup> of Month)	_____ Lien Charge after _____ or the month
_____ New Account Administration Fee (Non-Refundable)	\$55.50 Lien Fee 1 after ( 31 ) Days (Whether or not Sale Occurs)
_____ Dishonored Check Charge	\$7.50 Lien Fee 2 after (40 ) Days (Whether or not Sale Occurs)
	\$130.00 Lien Sale Fee

By **INITIALING HERE** \_\_\_\_\_, Occupant acknowledges that the above information is correct, that unless Occupant is identified above as a business, Occupant is an individual, that all payments are due before the close of business on the day indicated, and that all payments are to be applied to the oldest delinquency first, including late charges and other fees which have become due. Occupant also understands and agrees to pay the charges, fees and Rent as noted above and that Owner reserves the right to require that Rent, fees and charges be paid in cash, certified check or money order.

It is agreed by and between Owner and Occupant:

1. PURPOSE AND DESCRIPTION OF PREMISES. The parties have entered into this Lease/Rental Agreement for the purpose of renting the above noted storage space (the "Premises") and agree that **no bailment or deposit of goods for safekeeping is intended or created hereunder. Occupant shall examine the Premises and the Property and, by INITIALING HERE** \_\_\_\_\_, acknowledges that space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Premises and any referenced sizes are approximate, given for illustration only and may vary materially, that Occupant has had the opportunity to measure the Premises prior to moving in, and that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property including the size and capacity of the Premises. This Property being leased or rented has not undergone inspection by a Certified Access Specialist (CASp). Occupant shall have access to the Premises and the common areas of the Property only during the Property's posted hours and days of operation. This access is conditioned on the Owner's ability to maintain the business, rentability, safety, or security of the Premises and the Property, and if such ability is compromised, the Owner may take reasonable preventative or corrective measures such as, but not limited to, restricting access hours and requiring verification of Occupant's identity. The person(s) listed above as "Authorized Access Persons" is/are solely agents of the Occupant and is/are not parties to this Lease/Rental Agreement, has/have no rights of tenancy or standing to bring any claim, or to file suit from occurrences arising from the use of the storage space.

Occupant understands that if Occupant elects to obtain the insurance available at the Property, the additional amount for such insurance coverage must be included with the monthly payments as noted above



# Evidence of Key Disclosures

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Occupant Address \_\_\_\_\_

Occupant City/State/Zip Code \_\_\_\_\_

Occupant Telephone \_\_\_\_\_ ID/Driver's License \_\_\_\_\_

Occupant Email Address for Electronic Communication Occupant's \_\_\_\_\_ Author \_\_\_\_\_

Premises: Enclosed/Parking Space No. \_\_\_\_\_ (approximately \_\_\_\_\_)

### FEES AND CHARGES:

\_\_\_\_\_ Monthly Rent (Due on or before 1<sup>st</sup> of Month)

\_\_\_\_\_ New Account Administration Fee (Non-Refundable) \$55

\_\_\_\_\_ Dishonored Check Charge \$7.

\$130.00 Lisen Sale Fee

**OCCUPANT UNDERSTANDS THAT OWNER WILL NOT INSURE OCCUPANT'S PERSONAL PROPERTY AND THAT OCCUPANT IS OBLIGATED UNDER THE TERMS OF THIS LEASE/RENTAL AGREEMENT TO INSURE HIS OWN GOODS.**

By **INITIALING HERE** \_\_\_\_\_, Occupant acknowledges that the above information is correct, that unless Occupant is identified above as a business, Occupant is an individual, that all payments are due before the close of business on the day indicated, and that all payments are to be applied to the oldest delinquency first, including late charges and other fees which have become due. Occupant also understands and agrees to pay the charges, fees and Rent as noted above and that Owner reserves the right to require that Rent, fees and charges be paid in cash, certified check or money order.

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1. PURPOSE AND DESCRIPTION OF PREMISES. The parties have entered into this Lease/Rental Agreement for the purpose of renting the above noted storage space (the "Premises") and agree that **no bailment or deposit of goods for safekeeping is intended or created hereunder. Occupant shall examine the Premises and the Property and, by INITIALING HERE** \_\_\_\_\_, acknowledges that space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Premises and any referenced sizes are approximate, given for illustration only and may vary materially, that Occupant has had the opportunity to measure the Premises prior to moving in, and that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises and the Property including the size and capacity of the Premises. This Property being leased or rented has not undergone inspection by a Certified Access Specialist (CASp). Occupant shall have access to the Premises and the common areas of the Property only during the Property's posted hours and days of operation. This access is conditioned on the Owner's ability to maintain the business, rentability, safety, or security of the Premises and the Property, and if such ability is compromised, the Owner may take reasonable preventative or corrective measures such as, but not limited to, restricting access hours and requiring verification of Occupant's identity. The person(s) listed above as "Authorized Access Persons" is/are solely agents of the Occupant and is/are not parties to this Lease/Rental Agreement, has/have no rights of tenancy or standing to bring any claim, or to file suit from occurrences arising from the use of the storage space.

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Occupant Telephone \_\_\_\_\_ ID/Driver's License \_\_\_\_\_

Occupant Email Address for Electronic Communication Occupant's Author \_\_\_\_\_

Premises: Enclosed/Parking Space No. \_\_\_\_\_ (approximately \_\_\_\_\_)

### FEES AND CHARGES:

\_\_\_\_\_ Monthly Rent (Due on or before 1<sup>st</sup> of Month)

\_\_\_\_\_ New Account Administration Fee (Non-Refundable) **\$55**

\_\_\_\_\_ Dishonored Check Charge **\$7.**

**\$130.00** Lien Sale Fee

To the extent Occupant's insurance lapses or Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in the Premises, Occupant agrees Occupant will personally assume all risk of loss.

By **INITIALING HERE** \_\_\_\_\_, Occupant acknowledges that the above information is correct, that unless Occupant is identified above as a business, Occupant is an individual, that all payments are due before the close of business on the day indicated, and that all payments are to be applied to the oldest delinquency first, including late charges and other fees which have become due. Occupant also understands and agrees to pay the charges, fees and Rent as noted above and that Owner reserves the right to require that Rent, fees and charges be paid in cash, certified check or money order.

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Occupant Telephone \_\_\_\_\_ ID/Driver's License \_\_\_\_\_  
Occupant Email Address for Electronic Communication Occupant's Author \_\_\_\_\_  
Premises: Enclosed/Parking Space No. \_\_\_\_\_ (approximately \_\_\_\_\_)

### FEES AND CHARGES:

_____ Monthly Rent (Due on or before 1 <sup>st</sup> of Month)	_____ Late Charge after _____ or the month
_____ New Account Administration Fee (Non-Refundable)	\$55.50 Lien Fee 1 after ( 31 ) Days (Whether or not Sale Occurs)
_____ Dishonored Check Charge	\$7.50 Lien Fee 2 after (40 ) Days (Whether or not Sale Occurs)
	\$130.00 Lien Sale Fee

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This Lease/Rental Agreement and any written amendments . . . set forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

# Evidence of Key Disclosures

**INSURANCE ADDENDUM TO LEASE/RENTAL AGREEMENT**  
**THIS ADDENDUM TO BE ATTACHED TO AND MADE PART OF THE LEASE/RENTAL AGREEMENT**

#                      Lease/Rental Agreement      #                      Storage Unit      #                      Facility

As more fully set forth in the Lease/Rental Agreement, all personal property is stored by Occupant at occupant's sole risk. Occupant is solely responsible for insuring his own goods and understands that Owner will not insure Occupant's personal property and that Occupant is obligated under the terms of this lease/rental agreement to insure his own goods.

**INSURANCE CERTIFICATION**

I acknowledge that I understand and agree to the provisions of the above stored property. I acknowledge that the Lease/Rental Agreement requires property that I intend to store at this facility. Purchase of the self-storage requirement. I understand that if I do not have insurance, or if my insurance goods. I personally assume all risk of loss and Owner is not responsible.

This facility and its employees are not qualified or authorized to evaluate offered by this self-storage agent may provide a duplication of coverage source of coverage. Questions regarding the Storage Insurance Program Smith, Inc. (Marsh). I understand this insurance is not required in order to store my goods at this facility.

**I ACKNOWLEDGE I HAVE REVIEWED THE ABOVE INSURANCE CERTIFICATION AND DISCLOSURES**

Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**New Hampshire Insurance Company**  
**APPLICATION FOR INSURANCE**

I elect to obtain the insurance coverage available through Marsh, in the amount indicated below.

<p>\$5,000 Coverage \$15.00 per Month</p> <p>Initial _____</p>	<p>\$4,000 Coverage \$13.00 per Month</p> <p>Initial _____</p>	<p>\$3,000 Coverage \$11.00 per Month</p> <p>Initial _____</p>
--	--	--

Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Print Name \_\_\_\_\_

I acknowledge that the Lease/Rental Agreement requires me to maintain insurance that covers loss or damage for the personal property that I intend to store at this facility.

**ACKNOWLEDGEMENT:** I understand the amount noted is the Premium I must pay monthly for the Amount of Insurance I have selected. I authorize Owner to conduct the administrative function of receiving the premium to send to the insurance company on my behalf. I have elected to satisfy my obligation to have insurance for the stored goods by purchasing the insurance protection available through Marsh. I have read and completed this Insurance Election Addendum to apply for the coverage. I have read the insurance literature provided and understand that the insurance I am applying for underwritten by New Hampshire Insurance Company has EXCLUSIONS and CONDITIONS.

**COVERAGE EFFECTIVE:** The insurance coverage will be effective immediately upon completion of your application and payment of Premium. You will become insured effective as of that time, for the Amount of Insurance you selected and initialed above.

**ELIGIBILITY:** I understand that insurance on personal property in the enclosed storage space described in the Rental Agreement is available to all Tenants who have entered into a Rental Agreement with the Owner for such enclosed storage space.

# Evidence of Key Disclosures

**INSURANCE ADDENDUM TO LEASE/RENTAL AGREEMENT**  
**THIS ADDENDUM TO BE ATTACHED TO AND MADE PART OF THE LEASE/RENTAL AGREEMENT**

# <u>                    </u> Lease/Rental Agreement	# <u>                    </u> Storage Unit	# <u>                    </u> Facility
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As more fully set forth in the Lease/Rental Agreement, all personal property is stored by Occupant at occupant's sole risk. Occupant is solely responsible for insuring his own goods and understands that Owner will not insure Occupant's personal property and that Occupant is obligated under the terms of this lease/rental agreement to insure his own goods.

**INSURANCE CERTIFICATION AND DISCLOSURES**

I acknowledge that I understand and agree to the provisions of the above paragraph and that I understand I am solely responsible to insure my stored property. I acknowledge that the Lease/Rental Agreement requires that I purchase self-storage insurance for the self-storage property that I intend to store at this facility. Purchase of the self-storage insurance is a requirement of the Lease/Rental Agreement. I understand that if I do not have insurance, or if my insurance lapses, I personally assume all risk of loss and Owner is not responsible for any loss or damage to my goods.

This facility and its employees are not qualified or authorized to evaluate the insurance coverage provided by the self-storage agent. The insurance coverage offered by this self-storage agent may provide a duplication of coverage. Questions regarding the Storage Insurance Program should be directed to Marsh, Inc. (Marsh). I understand this insurance is not required in order to rent storage space at this facility.

**I ACKNOWLEDGE I HAVE REVIEWED THE ABOVE INSURANCE CERTIFICATION AND DISCLOSURES.**

Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Print Name \_\_\_\_\_

I understand that if I do not have insurance, or if my insurance lapses, I am personally responsible for any loss or damage to my goods.

**New Hampshire Insurance Company**  
**APPLICATION FOR INSURANCE**

I elect to obtain the insurance coverage available through Marsh, in the amount indicated below.

\$5,000 Coverage \$15.00 per Month Initial _____	\$4,000 Coverage \$13.00 per Month Initial _____	\$3,000 Coverage \$11.00 per Month Initial _____
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Date Signed \_\_\_\_\_ Tenant Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**ACKNOWLEDGEMENT:** I understand the amount noted is the Premium I must pay monthly for the Amount of Insurance I have selected. I authorize Owner to conduct the administrative function of receiving the premium to send to the insurance company on my behalf. I have elected to satisfy my obligation to have insurance for the stored goods by purchasing the insurance protection available through Marsh. I have read and completed this Insurance Election Addendum to apply for the coverage. I have read the insurance literature provided and understand that the insurance I am applying for underwritten by New Hampshire Insurance Company has EXCLUSIONS and CONDITIONS.

**COVERAGE EFFECTIVE:** The insurance coverage will be effective immediately upon completion of your application and payment of Premium. You will become insured effective as of that time, for the Amount of Insurance you selected and initialed above.

**ELIGIBILITY:** I understand that insurance on personal property in the enclosed storage space described in the Rental Agreement is available to all Tenants who have entered into a Rental Agreement with the Owner for such enclosed storage space.

# Mid-Trial Motions

## Motion to Decertify the Class

- Plaintiffs' claims were premised on individualized misrepresentations made by specific employees, not the uniform sales presentation

## Motion for Judgment

- Following close of Plaintiffs' evidence, moved for judgment on the grounds that there was insufficient evidence of any misrepresentations or fraudulent omissions
  - Evidence of disclosures affirmatively established no liability

## Motion to Strike Damages Theory

- During closing briefing, Plaintiffs attempted to offer their damages model through an attorney declaration in lieu of expert testimony

# Diversity

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