

1 KEKER, VAN NEST & PETERS LLP
JOHN W. KEKER - # 49092
2 jkeker@keker.com
SIMONA A. AGNOLUCCI - # 246943
3 sagnolucci@keker.com
ERIN E. MEYER - # 274244
4 emeyer@keker.com
EDUARDO E. SANTACANA - # 281668
5 esantacana@keker.com
CHRISTOPHER S. SUN - # 308945
6 csun@keker.com
633 Battery Street
7 San Francisco, CA 94111-1809
Telephone: 415 391 5400
8 Facsimile: 415 397 7188

9 Attorneys for Defendant
PUBLIC STORAGE

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF LOS ANGELES

14 CAROLINA PEREZ, PAULINA
CARDONA, GUILLIANA AMICO, and
15 RICHARD MOJICA, individually, and on
behalf of themselves and all others similarly
16 situated,

17 Plaintiffs,

18 v.

19 PUBLIC STORAGE, a Maryland Real
Estate Investment Trust,

20 Defendant.

Case No. BC611584

NOTICE OF ENTRY OF ORDER

Judge: Hon. Carolyn B. Kuhl

Complaint Filed: 2/24/2016

Trial Date: None set

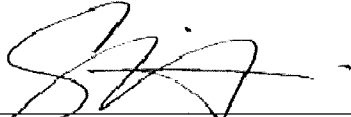
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 9, 2018, the Court adopted as a final order in the above-captioned matter the tentative order issued on the same date regarding Issues Concerning Class Notice and Payment for Class Notice. A true and correct copy of the tentative order adopted as a final order is attached hereto as **Exhibit A**.

Dated: July 13, 2018

KEKER, VAN NEST & PETERS LLP

By: 

JOHN W. KEKER
SIMONA A. AGNOLUCCI
ERIN E. MEYER
EDUARDO E. SANTACANA
CHRISTOPHER S. SUN

Attorneys for Defendant
PUBLIC STORAGE

EXHIBIT A

Dept. 12 SSC
BC 611584
Perez v. Public Storage
July 9, 2018

Hearing re Issues Concerning Class Notice and Payment for Class Notice

Tentative:

The beginning date for the class period is February 3, 2012. The class does not include Public Storage customers who did not purchase insurance at the time they initially entered into a lease transaction with Defendant. Plaintiff's counsel shall bear the cost of notice.

Beginning of class period:

The allegations that have been certified for class treatment pertain to alleged misleading statements to customers, leading them to believe that they were required to purchase insurance offered to them during the rental transaction. The first time allegations concerning the insurance transaction between class members and Defendant were alleged in either of the two related class actions was February 3, 2016 when the Second Amended Complaint was permitted to be filed in *Downey*. Under principles of equitable tolling, the statute of limitations runs from that date even though the allegations were added to a related putative class action rather than to *Perez*. Prior complaints in *Downey* and in *Perez* did not presage the basis for the currently certified class claims, and therefore there is no equitable tolling based on any previously filed complaint. Judge Berle did not hold otherwise. He ruled only that under the liberal rules for amendment of initial pleadings under California law there was not such prejudice as to preclude the proposed amendment.

The briefing on the class certification motion did not preclude Defendant from raising this issue post-certification. Plaintiff's opening brief on class certification acknowledged that Defendant disagreed with the named Plaintiff's view on the statute of limitations and hence the beginning date for the class. Briefing on class certification was limited to the elements required for certification of a class. Nothing about the briefing should have misled Plaintiff into believing that the statute of limitations issue had been resolved in the course of adjudicating the class certification motion.

Customers Who Bought Insurance after Entering a Rental Agreement:

The claim certified by the court is based on allegations that Defendant misleads customers to believe they are required to purchase the insurance

offered by Public Storage as part of the rental transaction. Including customers who purchased insurance after they entered into a storage agreement would raise different factual issues. For example, there was no showing at the class certification stage that Defendant trained employees to follow a script to sell insurance to customers who had not purchased insurance at the time of the storage rental transaction. In the course of the class certification briefing, Defendant was not on notice that Plaintiffs were proposing a broader class that included customers who purchased insurance in a post-rental transaction. The class includes only customers who purchased insurance at the same time that they entered into a storage rental transaction with Defendant.

Payment for Costs of Notice:

Plaintiff is ordinarily responsible for providing notice and bearing the expense of doing so. There is no basis here for departing from this ordinary imposition of responsibility. The factors in *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974, do not suggest a different allocation. For example, this is not a case where liability is clear-cut in Plaintiff's favor based on evidence presented in the class certification phase and where the case could not go forward if the court did not shift costs of notice. Plaintiff argues that Defendant has made the giving of notice difficult, but Defendant was not required to obtain contact information from its customers in such a way as to facilitate easy notice in a subsequent class action. Defendant is not seeking to take advantage of the *res judicata* effect of the outcome of the case. Defendant has strenuously opposed class treatment at every stage. Therefore it is appropriate for Plaintiff to bear the cost of giving notice in this case.

Publication of Notice:

The third-party notice administrator recommends publication of notice as set forth in Plaintiff's Supplemental Brief Regarding Class Notice. The court agrees with this recommendation. The court must review the proposed language of the published notice.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Keker, Van Nest & Peters LLP, 633 Battery Street, San Francisco, CA 94111-1809.

On July 13, 2018, I served the following document(s):

NOTICE OF ENTRY OF ORDER

by **ELECTRONICALLY SERVING** true and correct copies of the above-described document(s) by transmission of the document(s) through **Case Anywhere (www.caseanywhere.com)** to the individuals identified below.

William M. Audet
Steven R. Weinmann
David Kuang
AUDET & PARTNERS, LLP
711 Van Ness Avenue, Suite 500
San Francisco, CA 94102-3229
(415) 568-2555
(415) 568-2556 - fax
waudet@audetlaw.com
sweinmann@audetlaw.com
lkuang@audetlaw.com

Attorneys for Plaintiffs
CAROLINA PEREZ, PAULINA CARDONA,
GUILLIANA AMICO and RICHARD
MOJICA

Gillian L. Wade
Sara Avila
Mark A. Castaneda
MILSTEIN ADELMAN JACKSON
FAIRCHILD & WADE, LLP
10250 Constellation Blvd., 14th Floor
Santa Monica, CA 90067
(310) 396-9600
(310) 396-9635 - fax
gwade@majfw.com
savila@majfw.com
mcastaneda@majfw.com

Attorneys for Plaintiffs
CAROLINA PEREZ, PAULINA CARDONA,
GUILLIANA AMICO and RICHARD
MOJICA

Brad N. Baker
Albro L. Lundy III
BAKER BURTON & LUNDY, P.C.
515 Pier Avenue
Hermosa Beach, CA 90254
(310) 376-9893
(310) 376-7483 – fax
brad@bakerburtonlundy.com
albro@bakerburtonlundy.com

Attorneys for Plaintiffs
CAROLINA PEREZ, PAULINA CARDONA,
GUILLIANA AMICO and RICHARD
MOJICA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

by **E-MAIL VIA PDF FILE**, by transmitting on this date via e-mail a true and correct copy scanned into an electronic file in Adobe "pdf" format. The transmission was reported as complete and without error.

by regular **UNITED STATES MAIL** by placing Original in a sealed envelope addressed as shown below. I am readily familiar with the practice of Kecker, Van Nest & Peters LLP for collection and processing of correspondence for mailing. According to that practice, items are deposited with the United States Postal Service at San Francisco, California on that same day with postage thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter date is more than one day after the date of deposit for mailing stated in this affidavit.

Raymond V. Zakari
ZAKARI LAW, APC
310 South Vermont Avenue
Glendora, CA 91741
(626) 793-7328
(626) 792-7423 - fax
raymond@zakarilaw.com
raymond@liddleandliddle.com

Attorneys for Plaintiffs

Dale E. Washington
LAW OFFICE OF DALE E. WASHINGTON
4470 W. Sunset Blvd., #90094
Los Angeles, CA 90027
(714) 242-3868
(714) 242-3869 - fax
washington.dale@gmail.com

Attorneys for Plaintiffs

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Proof of Service was executed in San Francisco, California on July 13, 2018.


Jacquelyn Smith