

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

JACKELINE MARTINEZ-SANTIAGO, on  
behalf of herself and other  
persons similarly situated,

Plaintiff,

v.

PUBLIC STORAGE

Defendant.

HONORABLE JEROME B. SIMANDLE

Civil No. 14-302 (JBS/AMD)

ORDER

This matter having come before the Court on Plaintiff's Motion to Certify the Class [Docket Item 99]; the Court having considered the submissions of the parties in support thereof and opposition thereto and having heard oral argument; for the reasons stated in the Opinion of today's date; and for good cause shown;

IT IS this 16th day of November, 2015 hereby

ORDERED that Defendants' Motion to Certify the Class be and hereby is **GRANTED**; and it is further

ORDERED that Jackeline Martinez-Santiago shall be the Class Representative; and it is further

ORDERED that the class definition will be:

All natural persons who on or after September 24, 2007 through October 21, 2014 entered into lease agreements with Defendant in the State of New Jersey. Excluded from the Class are Defendant, each of its parents, subsidiaries, authorized distributors and affiliates, and its legal representatives, officers, board members

and the heirs, successors, and assigns of any excluded person.

and it is further

ORDERED that the class claims or issues, pursuant to Rule 23(c)(1)(B), are whether Defendant's lease agreements in New Jersey since February 7, 2007 until October 21, 2014: (1) violate section N.J.S.A. 56:12-15 by requiring the occupant to indemnify Defendant for any loss arising out of consumers' or their invitees' use of the facility, including losses caused by Public Storage's own negligence; (2) violate section N.J.S.A. 56:12-15 by requiring consumers to hold Defendant harmless for injuries or damage to property for any reason, including but not limited to Defendant's own negligence, gross negligence, or recklessness; (3) violate section N.J.S.A. 56:12-15 by limiting consumers' rights to raise defenses in lawsuits arising from the lease agreement to one year from the date of the occurrence giving rise to the claim; and (4) violate N.J.S.A. 56:12-16 by failing to list the specific provisions in the contract that are unenforceable under New Jersey law; and it is further

ORDERED that LOCKS LAW FIRM LLC and RILEY & SHAINÉ be appointed class counsel; and it is further

ORDERED that Class Counsel shall file a motion for court approval of notice to the class and a proposed form of such notice

and procedure to effectuate notice within twenty-one (21) days of the entry of this Order, unless all counsel earlier consent to the form and procedure of such notice.

s/ Jerome B. Simandle  
JEROME B. SIMANDLE  
Chief U.S. District Judge