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

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

Plaintiff(s),

v.

PUBLIC STORAGE,

Defendant.

Civil Action No. 1:14-cv-00302-JBS-AMD

**DEFENDANT PUBLIC STORAGE'S
ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT,
AFFIRMATIVE DEFENSES AND
JURY DEMAND**

Defendant, Public Storage ("Defendant") hereby answers the First Amended Complaint of Plaintiff, Jackeline Martinez-Santiago ("Plaintiff") as follows:

INTRODUCTION

1. Paragraph 1 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 1 of the First Amended Complaint are directed at Defendant they are denied.

PARTIES

2. Defendant admits that Plaintiff entered into a rental agreement with Defendant for the use of a self-storage unit. To the extent any of the remaining allegations in Paragraph 2 of

the First Amended Complaint are directed at Defendant, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them.

3. Defendant admits that it is a Maryland real estate investment trust with its headquarters located in Glendale, California. Defendant denies the remaining allegations in Paragraph 3 of the First Amended Complaint.

JURISDICTION AND VENUE

4. Paragraph 4 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary.

5. Paragraph 5 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary.

6. Paragraph 6 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary.

FACTUAL ALLEGATIONS

The Consumer Protection Statutes Violated

7. Paragraph 7 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 7 of the First Amended Complaint are directed at Defendant they are denied.

8. Paragraph 8 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 8 of the First Amended Complaint are directed at Defendant they are denied.

9. Paragraph 9 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 9 of the First Amended Complaint are directed at Defendant they are denied.

10. Paragraph 10 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 10 of the First Amended Complaint are directed at Defendant they are denied.

11. Paragraph 11 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 11 of the First Amended Complaint are directed at Defendant they are denied.

12. Paragraph 12 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 12 of the First Amended Complaint are directed at Defendant they are denied.

13. Defendant denies the allegations in Paragraph 13 of the First Amended Complaint.

14. Paragraph 14 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 14 of the First Amended Complaint are directed at Defendant they are denied.

15. Defendant denies the allegations in Paragraph 15 of the First Amended Complaint.

The Plaintiff's Factual Background

16. Defendant admits that since September 2007 it has entered into written rental agreements for the use of self-storage facilities in New Jersey. Defendant denies that its rental agreements contain unenforceable or unlawful provisions as alleged in Paragraph 16 of the First Amended Complaint. To the extent any of the remaining allegations in Paragraph 16 of the First Amended Complaint are directed at Defendant, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them.

17. Defendant admits the allegations in Paragraph 17 of the First Amended Complaint.

18. Paragraph 18 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 18 of the First Amended Complaint are directed at Defendant they are denied.

19. Defendant admits that it entered into a rental agreement with Plaintiff on or about February 7, 2012, for the use of a self-storage unit at the Public Storage facility in Sicklerville, New Jersey. To the extent any of the remaining allegations in Paragraph 19 of the First Amended Complaint are directed at Defendant, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them.

20. Defendant denies the allegations in Paragraph 20 of the First Amended Complaint.

21. Defendant denies the allegations in Paragraph 21 of the First Amended Complaint.

22. Defendant admits that Defendant did not offer or provide to Plaintiff any insurance coverage for personal injuries that was not provided with respect to its other customers at this facility. To the extent any of the remaining allegations in Paragraph 22 of the First Amended Complaint are directed at Defendant, they are denied.

23. Defendant denies the allegations in Paragraph 23 of the First Amended Complaint.

24. Defendant admits that Orlando Colon filed suit against Defendant on or about July 31, 2012 in the Superior Court of New Jersey, Law Division, Camden County. The remaining allegations in Paragraph 24 of the First Amended Complaint set forth a legal

conclusion and, therefore, no response is necessary. To the extent any of the remaining allegations in Paragraph 24 of the First Amended Complaint are directed at Defendant they are denied.

25. Defendant admits the allegations in Paragraph 25 of the First Amended Complaint.

26. Defendant admits the allegations in Paragraph 26 of the First Amended Complaint.

27. Defendant denies the allegations in Paragraph 27 of the First Amended Complaint.

28. Defendant denies the allegations in Paragraph 28 of the First Amended Complaint.

29. Defendant denies the allegations in Paragraph 29 of the First Amended Complaint.

30. Defendant admits that it entered into a settlement agreement with Orlando Colon resolving the matter Orlando Colon v. Public Storage filed in the Superior Court of New Jersey, Law Division, Camden County. To the extent any of the remaining allegations in Paragraph 30 of the First Amended Complaint are directed at Defendant, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them

31. Defendant denies the allegations in Paragraph 31 of the First Amended Complaint.

32. Defendant admits the allegations in Paragraph 32 of the First Amended Complaint.

33. Defendant admits that it voluntarily dismissed with prejudice the Third-Party Complaint filed against Plaintiff in the matter Orlando Colon v. Public Storage filed in the Superior Court of New Jersey, Law Division, Camden County. To the extent any of the remaining allegations in Paragraph 33 of the First Amended Complaint are directed at Defendant, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them.

The Agreement's Provisions That Violate The Consumer Protection Statutes

34. Defendant denies the allegations in Paragraph 34 of the First Amended Complaint and refers to Exhibit A to the First Amended Complaint for the full terms contained therein.

35. Defendant denies the allegations in Paragraph 35 of the First Amended Complaint.

36. Defendant denies the allegations in Paragraph 36 of the First Amended Complaint and refers to Exhibit A to the First Amended Complaint for the full terms contained therein.

37. Paragraph 37 of the First Amended Complaint set forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 37 of the First Amended Complaint are directed at Defendant they are denied.

38. Defendant denies the allegations in Paragraph 38 of the First Amended Complaint.

39. Defendant denies the allegations in Paragraph 39 of the First Amended Complaint.

40. Defendant denies the allegations in Paragraph 40 of the First Amended Complaint and refers to Exhibit A to the First Amended Complaint for the full terms contained therein.

41. Defendant denies the allegations in Paragraph 41 of the First Amended Complaint.

42. Defendant need not respond to the allegations in Paragraph 42 of the First Amended Complaint because the Court dismissed Plaintiff's claim that her initialing of certain provisions in the rental agreement constituted a violation of the New Jersey Truth in Consumer Contract, Warranty and Notice Act and/or the New Jersey Consumer Fraud Act. To the extent a response is required to Paragraph 42 of the First Amended Complaint, Defendant admits that Plaintiff and additional customers of Defendant initialed portions of their agreements with Defendant. Defendant denies that it did anything that was fraudulent, illegal or unconscionable. To the extent any of the remaining allegations in Paragraph 42 of the First Amended Complaint are directed at Defendant and have not been dismissed by the Court, Defendant lacks sufficient information to form a belief about the truth of these allegations and, therefore, denies them.

43. Defendant denies the allegations in Paragraph 43 of the First Amended Complaint.

44. Defendant denies the allegations in Paragraph 44 of the First Amended Complaint.

CLASS ALLEGATIONS

45. Paragraph 45 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 45 of the First Amended Complaint are directed at Defendant they are denied.

46. Paragraph 46 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 46 of the First Amended Complaint are directed at Defendant they are denied.

47. Defendant denies the allegations in Paragraph 47 of the First Amended Complaint.

48. Defendant denies the allegations in Paragraph 48 of the First Amended Complaint.

49. Paragraph 49 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 49 of the First Amended Complaint are directed at Defendant they are denied.

50. Paragraph 50 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 50 of the First Amended Complaint are directed at Defendant they are denied.

51. Paragraph 51 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 51 of the First Amended Complaint are directed at Defendant they are denied.

52. Paragraph 52 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 52 of the First Amended Complaint are directed at Defendant they are denied.

53. Paragraph 53 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 53 of the First Amended Complaint are directed at Defendant they are denied.

54. Paragraph 54 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 54 of the First Amended Complaint are directed at Defendant they are denied.

55. Paragraph 55 of the First Amended Complaint sets forth legal conclusions and, therefore, no response is necessary. To the extent any allegations in Paragraph 55 of the First Amended Complaint are directed at Defendant they are denied.

56. Paragraph 56 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 56 of the First Amended Complaint are directed at Defendant they are denied.

COUNT ONE
**VIOLATIONS OF THE TRUTH IN CONSUMER CONTRACT WARRANTY AND
NOTICE ACT, N.J. STAT. ANN. §§ 56:12-13, *et seq.***

57. Defendant reasserts its responses to the proceeding paragraphs of Plaintiff's First Amended Complaint as if fully set forth herein.

58. Defendant denies the allegations in Paragraph 58 of the First Amended Complaint.

59. Defendant denies the allegations in Paragraph 59 of the First Amended Complaint.

60. Defendant denies the allegations in Paragraph 60 of the First Amended Complaint.

61. Defendant denies the allegations in Paragraph 61 of the First Amended Complaint.

COUNT TWO
**VIOLATIONS OF NEW JERSEY CONSUMER FRAUD ACT N.J. STAT. ANN. §§ 56:8-1
*et seq.***

62. Defendant reasserts its responses to the proceeding paragraphs of Plaintiff's First Amended Complaint as if fully set forth herein.

63. Paragraph 63 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 63 of the First Amended Complaint are directed at Defendant they are denied.

64. Paragraph 64 of the First Amended Complaint sets forth a legal conclusion and, therefore, no response is necessary. To the extent any allegations in Paragraph 64 of the First Amended Complaint are directed at Defendant they are denied.

65. Defendant denies the allegations in Paragraph 65 of the First Amended Complaint.

66. Defendant denies the allegations in Paragraph 66 of the First Amended Complaint.

67. Defendant denies the allegations in Paragraph 67 of the First Amended Complaint.

68. Defendant denies the allegations in Paragraph 68 of the First Amended Complaint.

69. Defendant denies the allegations in Paragraph 69 of the First Amended Complaint.

70. Defendant denies the allegations in Paragraph 70 of the First Amended Complaint.

COUNT THREE
DECLARATORY AND INJUNCTIVE RELIEF

71. Defendant reasserts its responses to the proceeding paragraphs of Plaintiff's First Amended Complaint as if fully set forth herein.

72. Defendant denies the allegations in Paragraph 72 of the First Amended Complaint and subparagraphs a through e.

WHEREFORE, Defendant demands that the First Amended Complaint be dismissed with prejudice and without costs as either party.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

The First Amended Complaint, and each and every claim therein, fails to state a claim for which relief can be granted and, therefore, the First Amended Complaint should be dismissed with prejudice.

SECOND AFFIRMATIVE DEFENSE
(Time Barred)

The First Amended Complaint, and each and every cause of action alleged therein, is time barred.

THIRD AFFIRMATIVE DEFENSE
(Lack of Standing)

Plaintiff lacks standing to pursue her alleged claims for injunctive relief.

FOURTH AFFIRMATIVE DEFENSE
(No Irreparable Harm)

The Complaint fails to state facts sufficient to state a claim for injunctive relief including the existence or irreparable harm.

FIFTH AFFIRMATIVE DEFENSE
(No Violation of the TCCWNA)

The Complaint, and each and every cause of action alleged therein, is barred in whole or in part because Defendant did not violate the New Jersey Truth in Consumer Contract, Warranty and Notice Act , N.J.S.A. 56:12-14, et seq. (“TCCWNA”).

SIXTH AFFIRMATIVE DEFENSE

(No Violation of the CFA)

The Complaint, and each and every cause of action alleged therein, is barred in whole or in part because Defendant did not violate the New Jersey Consumer Fraud Act, N.J.S.A. 8-1, et seq. (“NJCFA”).

SEVENTH AFFIRMATIVE DEFENSE

(Causation)

Defendant’s conduct was not the cause in fact or the proximate cause of any of the damages or potential damages allegedly suffered by Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

(Violation of Due Process)

Plaintiff’s interpretation of the TCCWNA and NJCFA violate Defendant’s due process rights under the Constitution of the United States because the damages Plaintiff seeks in this case bear no relationship to the actual harm allegedly suffered by Plaintiff.

NINTH AFFIRMATIVE DEFENSE

(No Reliance)

The Complaint, and each and every cause of action alleged therein, is barred in whole or in part because Plaintiff did not rely on any representation or statement alleged to be made by Defendant or any actionable omission attributed to Defendant.

TENTH AFFIRMATIVE DEFENSE

(No Actual Damages)

Plaintiff has not suffered any legally cognizable damage or injury as a result of any actions taken by Defendant, and Plaintiff is, therefore, barred from asserting any claim against Defendant based on claimed damages that are nominal or speculative.

ELEVENTH AFFIRMATIVE DEFENSE

(No Actual Damage)

The damages suffered by Plaintiff, if any, were directly and proximately caused by Plaintiff's own conduct.

TWELFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

Plaintiff failed to properly mitigate her alleged damages and, therefore, is precluded from recovering those alleged damages.

THIRTEENTH AFFIRMATIVE DEFENSE
(Failure to Plead Facts Sufficient to Support Punitive Damages)

Plaintiff is not entitled to recover punitive damages and any allegations with respect thereto should be stricken because:

- a. Plaintiff has failed to plead facts sufficient to support allegations of oppression, fraud and/or malice; and/or
- b. Plaintiff has failed to plead facts sufficient to support allegations of gross or reckless disregard for the rights of Plaintiff or that Defendant was motivated by evil motive or intent; and/or
- c. Neither Defendant nor any of its officers, directors or managing agents committed any alleged oppressive, fraudulent or malicious act, authorized or ratified such act, or had advance knowledge of the unfitness, if any, or any employee or employees who allegedly committed such act, or employed any such employee or employees with conscious disregard of the rights or safety of others.

FOURTEENTH AFFIRMATIVE DEFENSE
(Unclean Hands)

The First Amended Complaint, and each and every cause of action alleged therein, are barred because Plaintiff engaged in improper, inequitable, or wrongful conduct in connection with the matters alleged in the Complaint.

FIFTEENTH AFFIRMATIVE DEFENSE

(Estoppel)

Plaintiff is estopped by her conduct from recovering any relief under the Complaint.

SIXTEENTH AFFIRMATIVE DEFENSE

(Unjust Enrichment)

Plaintiff would be unjustly enriched if she recovered any sums alleged in the Complaint.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Waiver)

Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Laches)

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

NINETEENTH AFFIRMATIVE DEFENSE

(Entire Controversy Doctrine)

Plaintiff's claims are barred by the entire controversy doctrine.

TWENTIEH AFFIRMATIVE DEFENSE

(Release)

Plaintiff's claims are barred, in whole or in part, by the affirmative defense of release.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Good Faith)

Defendant and its agents acted reasonably and in good faith, with probable cause, at all times material herein, based on all relevant facts and circumstances known by them at the time they acted and conformed to all applicable laws, government regulations, and industry standards. Accordingly, Plaintiff is barred, in whole or in part, from any recovery in this action.

TWENTY-SECOND AFFIRMATIVE DEFENSE
(Defenses Under Federal Rules of Civil Procedure)

Plaintiff's claims may be barred by any or all of the affirmative defenses contemplated by Rule 8 and 12 of the Federal Rules Civil Procedure. The extent to which Plaintiff's claims may be barred cannot be determined until Defendant has an opportunity to complete discovery. Therefore, Defendant incorporates all such affirmative defenses as though fully set forth herein.

TWENTY-THIRD AFFIRMATIVE DEFENSE
(Violation of Due Process Rights)

The mandatory damages imposed under the TCCWNA and/or the NJCFA violate Defendant's federal due process rights.

TWENTY-FOURTH AFFIRMATIVE DEFENSE
(Defenses Under Federal Rule of Civil Procedure 23)

Plaintiff's claims are barred by the requirements of Rule 23 of the Federal Rules of Civil Procedure.

RESERVATION OF RIGHTS

Defendant reserves the right to amend its answer to assert any additional defenses or affirmative defenses as may later become available or apparent. Further, Defendant reserves the right to delete any defenses or affirmative defenses that it determines are inapplicable during the course or subsequent discovery.

DEMAND FOR TRIAL BY JURY

Defendant, Public Storage hereby demands a trial by jury as to all issues so triable.

McElroy, Deutsch, Mulvaney & Carpenter,
LLP

By: /s/ Joshua A. Zielinski
Joshua A. Zielinski
Robert P. Donovan

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Dated: August 28, 2014

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Pursuant to *Local Civil Rule 11.2*, I certify under penalty of perjury that, the matter in controversy is not the subject of any other known action pending in any court or of a pending arbitration or administrative proceeding.

McElroy, Deutsch, Mulvaney & Carpenter,
LLP

By: /s/ Joshua A. Zielinski
Joshua A. Zielinski
Robert P. Donovan

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Dated: August 28, 2014