



**PUBLIC STORAGE**

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June 16, 2015

Mr. Anthony Wai  
LOS ANGELES COUNTY CONSUMER & BUSINESS AFFAIRS  
500 W Temple St, Room B-96  
Los Angeles, CA 90012-2706

Re: Case No. CA15-3360, David Goldner, Account 19130709 (B204)

Dear Mr. Wai:

Mr. Goldner contracted with Public Storage to provide storage services. Please find enclosed a copy of that contract. As part of that agreement, he consented to pay rent for the storage space provided on the first of every month. Although Public Storage acted in good faith and provided the contracted services, and honored all of the terms of the contract, Mr. Goldner then failed to perform as agreed, and at the time of his vacate on 3/17 owed three months rent and fees amounting to \$1,173.80. The last time that the account showed a zero balance was 12/31/14. The ramifications of non-payment are clearly outlined in the contract.

Contrary to what he has asserted, Public Storage gave him ample notice of the delinquency and the impending auction that was precipitated by it. Our records show that phone calls were made to the number provided by him on 1/12, 1/24, 2/11, 2/18 (in which he made a promise to pay that he failed to make good on), 2/22 (during which he repeated the promise), 2/26, 2/28, 3/2, 3/11, 3/15, and 3/16. Emails were sent out on 1/12, 2/12, 3/12, 3/13, and 3/14. Letters were sent out to the address of record on 1/16, 2/2, and 2/11. Public Storage does not allow non-paying tenants to continue to occupy our premises indefinitely. Due to his default, a statutory lien was in place on his goods, and Public Storage was eventually left with no choice but to enforce the lien by auctioning the liened goods to recover the rent owed and vacate the non-performing tenant so that the space could be re-rented. During his conversations with our staff, Mr. Goldner threatened several times to sue this company if we enforced the lien and sold his goods, apparently believing that in this way he could intimidate us into not enforcing the terms of the contract he signed.

The auction proceeds were \$1,500.00, resulting in an overpayment of \$326.20. We sent Mr. Goldner a check for the excess proceeds on 4/24, which was cashed and cleared our bank on 5/11.

All Public Storage actions were in complete compliance with all state and local statutes and applicable laws. While it is regrettable that Mr. Goldner lost his goods, this does not mitigate the fact that he is the cause in fact of his loss, through non-payment of contractual rent and default on contractual obligations. Public Storage does not owe Mr. Goldner any money or reimbursement for the result of his actions.

Sincerely,

Philip Cannon  
National Collections Manager