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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VICTORIA URENIA, an
individual; SOLEDAD CORONA,
an individual,

Plaintiffs,

v.

PUBLIC STORAGE, a real
estate investment trust;
CITY OF LOS ANGELES, a
governmental entity; BANK OF
AMERICA, N.A.; MICHAEL ANZ,

Defendants.

Case No. CV 13-01934 DDP (AJWx)

**ORDER GRANTING IN PART AND
DENYING IN PART DEFENDANTS BANK
OF AMERICA, N.A., PUBLIC STORAGE,
AND MICHAEL ANZ'S MOTION TO
DISMISS PLAINTIFFS' FIRST AMENDED
COMPLAINT**

[DKT. NO. 63, 64]

Presently before the Court is Defendants Bank of America, N.A., Public Storage, and Michael Anz's motion to dismiss Plaintiffs' First Amended Complaint (the "Motion"). (Docket Nos. 63, 64.) For the reasons stated in this Order, the Motion is GRANTED IN PART and DENIED IN PART.

I. Background

A. Procedural Background

This action was originally filed by Victoria Urenia and Soledad Corona against Bank of America, N.A., Public Storage,

1 Michael Anz, and the City of Los Angeles (collectively,
 2 "Defendants") regarding the foreclosure of Ms. Corona's home and
 3 the storage of her personal belongings from that home at a Public
 4 Storage facility. (See Docket No. 1.) The action purported to be a
 5 class action. (Id.) The Court granted in part and denied in part
 6 the motion to dismiss the original complaint, with leave to amend.
 7 (Docket No. 59.) Upon amendment, three new plaintiffs were added to
 8 this action: Cathelene Hughes, Javier Hernandez, and Brenda
 9 Hernandez.¹ (See First Amended Complaint ("FAC"), Docket No. 60.)
 10 The City of Los Angeles answered. (Docket No. 61.) Bank of America,
 11 Public Storage, and Anz (collectively, "Private Defendants") then
 12 filed the Motion. (Docket No. 63, 64.)² After the Motion was filed,
 13 Victoria Urenia, Soledad Corona, and Cathelene Hughes were
 14 dismissed from the action without prejudice after the Court held a
 15 hearing on Plaintiffs' counsel's motion to withdraw as attorney for
 16 those three plaintiffs. (See Docket Nos. 100, 105.) Therefore, the
 17 only remaining plaintiffs are Javier Hernandez and Brenda Hernandez
 18 (collectively, "Plaintiffs"). Accordingly, the Court will address
 19 the sufficiency of the FAC with respect to these Plaintiffs only.³

20 B. Factual Background

21
 22 ¹In the Court's prior order ruling on the motion to dismiss
 23 the original complaint in this action, the Court expressed some
 24 skepticism as to whether the action would be able to proceed as a
 25 class action, though the Court did not rule on the issue of class
 certification at that time. Perhaps in an attempt to demonstrate
 the potential for class claims, these three new plaintiffs were
 added.

26 ²Private Defendants actually filed two motions: one as to Ms.
 27 Corona's claims (Docket No. 64) and one as to the claims of Ms.
 Urenia, Ms. Hughes, and the Hernandezes (Docket No. 63).

28 ³The motion to dismiss filed against Ms. Corona (Docket No.
 64) is moot.

1 Plaintiffs Javier Hernandez and his sister Brenda Hernandez
2 were the owners of real property located at 14620 Leadwell Street,
3 Van Nuys, California 91405 (the "Property") and secured by a deed
4 of trust from Countrywide Bank, N.A. (FAC ¶¶ 5-6, 130.) Countrywide
5 recorded a notice of default against the Hernandezes in 2008. (Id.
6 ¶ 131.) Bank of America later asserted ownership of the loan as
7 Countrywide's successor. (Id. ¶ 132.) A trustee's sale was recorded
8 in 2011. (Id. ¶ 133.) Plaintiffs allege that after the sale,
9 Plaintiffs were threatened with the deportation of their father if
10 they refused to vacate the Property. (Id. ¶ 134.) Plaintiffs
11 refused to vacate, and their father was deported. (Id. ¶ 135.)

12 Javier Hernandez then joined the Occupy Fights Foreclosures
13 ("OFF") group and began to participate in their meetings and
14 demonstrations, including events at Ms. Corona's home and at the
15 Property. (Id. ¶¶ 136-40, 168.) Plaintiffs allege that Los Angeles
16 Police Department ("LAPD") officers would monitor OFF and its
17 members by finding out about events and protests through social
18 media, then showing up at the events, demanding identification of
19 those present, and sharing the identities of the protestors with
20 Bank of America. (Id. ¶ 170.) Plaintiffs allege that Bank of
21 America would then plan immediate lockouts of those individuals
22 involved in the protests. (Id.) Further, Plaintiffs allege that
23 LAPD commanded that no one was allowed to photograph or videotape
24 what was happening at the protests and that LAPD would remove signs
25 placed on the Property as part of the protests. (Id. ¶ 173, 182.)

26 As the holiday season in 2012 approached, Plaintiffs allege
27 that Bank of America represented through media outlets that it
28 would put a halt to foreclosure evictions during the holidays. (Id.

¶ 141.) Nevertheless, Plaintiffs allege that they were locked out of the Property on December 27, 2012 by Bank of America, LAPD, and the Los Angeles Sheriff's Department ("LASD") after LAPD and LASD "stormed" the Property with 50 to 200 armed officers at approximately 4:00 or 5:00 AM. (Id. ¶¶ 142-43.) All persons at the Property, including Javier and at least 8 other individuals, were forcibly removed from the Property. (Id. ¶ 146.) A "clean up crew" then came and removed all of their personal belongings from the Property without letting Plaintiffs or others retrieve any belongings. (Id. ¶ 147.) Plaintiffs allege that there was no valid search or seizure warrant for the Property. (Id. ¶ 145.) Plaintiffs allege that later, Javier Hernandez was forced to sign a storage rental agreement with Public Storage and pay \$250.00 in order to see his personal property again and that upon gaining access to his belongings, he discovered that much of the property was damaged or missing. (Id. ¶ 152.)

Plaintiffs bring a variety of claims arising out of these events. Plaintiffs allege violations of the First Amendment, Fourth Amendment, RICO, the Sherman Act, and Cal. Bus. & Prof. Code § 17200. Plaintiffs purportedly bring all of their claims on behalf of a class of similarly situated individuals who have been subjected to the same alleged acts that Plaintiffs experienced.

II. Legal Standard

A complaint will survive a motion to dismiss when it contains "sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)). When considering a Rule 12(b)(6) motion, a court must

1 “accept as true all allegations of material fact and must construe
2 those facts in the light most favorable to the plaintiff.” Resnick
3 v. Hayes, 213 F.3d 443, 447 (9th Cir. 2000). Although a complaint
4 need not include “detailed factual allegations,” it must offer
5 “more than an unadorned, the-defendant-unlawfully-harmed-me
6 accusation.” Iqbal, 556 U.S. at 678. Conclusory allegations or
7 allegations that are no more than a statement of a legal conclusion
8 “are not entitled to the assumption of truth.” Id. at 679. In other
9 words, a pleading that merely offers “labels and conclusions,” a
10 “formulaic recitation of the elements,” or “naked assertions” will
11 not be sufficient to state a claim upon which relief can be
12 granted. Id. at 678 (citations and internal quotation marks
13 omitted).

14 “When there are well-pleaded factual allegations, a court
15 should assume their veracity and then determine whether they
16 plausibly give rise to an entitlement of relief.” Id. at 679.
17 Plaintiffs must allege “plausible grounds to infer” that their
18 claims rise “above the speculative level.” Twombly, 550 U.S. at
19 555. “Determining whether a complaint states a plausible claim for
20 relief” is a “context-specific task that requires the reviewing
21 court to draw on its judicial experience and common sense.” Iqbal,
22 556 U.S. at 679.

23 **III. Discussion**

24 As a preliminary matter, it appears that Defendant Michael Anz
25 is only personally implicated in the factual allegations regarding
26 Ms. Corona and Ms. Urenia. As those plaintiffs are no longer
27 involved in this action, there are no remaining allegations that
28 involve Mr. Anz. As a result, the Court DISMISSES all claims

1 against Defendant Anz. The Court's remaining analysis, therefore,
2 addresses the sufficiency of the FAC as to Bank of America and
3 Public Storage only.

4 A. Section 1983 Claims

5 Plaintiffs' § 1983 claims are based on purported violations of
6 Plaintiffs' First Amendment and Fourth Amendment rights. Private
7 Defendants argue first that Plaintiffs' Section 1983 claims should
8 be dismissed as to them because they are not state actors and did
9 not act under color of law. "To state a claim under § 1983, a
10 plaintiff must allege two essential elements: (1) that a right
11 secured by the Constitution or laws of the United States was
12 violated, and (2) that the alleged violation was committed by a
13 person acting under the color of State law." Long v. County of Los
14 Angeles, 442 F.3d 1178, 1185 (9th Cir. 2006).

15 Generally, private actors do not act under color of state law.
16 Price v. State of Hawaii, 939 F.2d 702, 707-08 (9th Cir. 1991).
17 Further, "it is generally not a constitutional violation for a
18 police officer to enforce a private entity's rights." Villegas v.
19 Gilroy Garlic Festival Ass'n, 541 F.3d 950, 957 (9th Cir. 2008).
20 Nor does a private party's invocation of remedies provided by state
21 law constitute state action. See Harper v. Federal Land Bank of
22 Spokane, 878 F.2d 1172, 1178 (9th Cir. 1989) ("[T]he fact that a
23 state permits the use of foreclosure procedures and subsequent
24 sheriff sales as the execution of a judgment is not sufficient to
25 constitute state action.").

26 However, there are situations where a private individual or
27 entity can be held liable under § 1983 under a joint action theory.
28 See Kirtley v. Rainey, 326 F.3d 1088, 1093-95 (9th Cir. 2003); Tsao

1 v. Desert Palace, Inc., 698 F.3d 1128, 1140 (9th Cir. 2012). Joint
2 action exists where the state has "so far insinuated itself into a
3 position of interdependence with [the private entity] that it must
4 be recognized as a joint participant in the challenged activity."
5 Gorenc v. Salt River Project Agric. Improvement & Power Dist., 869
6 F.2d 503, 507 (9th Cir. 1989) (quoting Burton v. Wilmington Parking
7 Auth., 365 U.S. 715, 725 (1961)).

8 The Court previously found that Plaintiffs had sufficiently
9 pleaded joint action as to Plaintiffs' Fourth Amendment claim. (See
10 Docket No. 59.) However, that determination was made with reference
11 to the alleged facts regarding Ms. Urenia and Ms. Corona. Since
12 those plaintiffs are no longer a part of this action, the Court's
13 prior determination is irrelevant, and the Court must now determine
14 whether the allegations regarding the current plaintiffs, Javier
15 and Brenda Hernandez, support a plausible claim that Private
16 Defendants acted jointly with LAPD such that they may be held
17 liable for § 1983 violations.

18 *1. First Amendment Claim*

19 To state a First Amendment retaliation claim, a plaintiff must
20 show: "(1) that the plaintiff was engaged in a constitutionally
21 protected activity; (2) that the defendant[']s actions cause the
22 plaintiff to suffer an injury that would chill a person of ordinary
23 firmness from continuing to engage in that activity; and (3) that
24 the defendant's adverse action was substantially motivated as a
25 response to the plaintiff's exercise of constitutionally protected
26 conduct." Forte v. Jones, 2014 WL 2465606, at *3 (E.D. Cal. 2014);
27 see also Worrell v. Henry, 219 F.3d 1197, 1212 (10th Cir. 2000).
28 Private Defendants do not challenge that Plaintiffs' activity at

1 OFF protests was protected activity. However, Private Defendants
2 argue that no acts by Private Defendants would chill speech and
3 that those acts were not motivated by a desire to chill speech.

4 The Court finds that Plaintiffs have alleged sufficient facts
5 to support their allegation that their First Amendment rights were
6 violated. Plaintiffs allege that LAPD and Bank of America
7 essentially worked together to effect foreclosures on those
8 individuals who were active participants in the OFF movement. LAPD,
9 at the request of Bank of America, was present at various protests
10 and demanded identification of those present. Then, Bank of America
11 allegedly used that information to selectively evict those
12 homeowners who participated in the protests. This alleged scheme,
13 jointly performed by LAPD and Bank of America, would certainly
14 chill a person of ordinary firmness from continuing to protest. If
15 presence at an OFF protest meant that individuals would be required
16 to show identification to LAPD and that, if they did so, they would
17 later be singled out for immediate lock-out by Bank of America, it
18 is reasonable to assume that most people would be chilled from
19 protesting for fear of losing their homes. The fact that multiple
20 individuals were locked out within a short period of time after
21 such protests further supports the conclusion that the lock-outs
22 were intended to quell further protests against Bank of America and
23 the foreclosure process. Further, by using LAPD both to collect
24 identifying information and to assist in the lock-out of
25 Plaintiffs, Bank of America relied on the authority of state actors
26 to accomplish the lock-out. Where police officers do more than
27 merely "stand by" in case of trouble, but instead affirmatively
28 participate in assisting private actors in effectuating an eviction

1 or repossession of property, the private actors may be said to be
2 acting under color of law. See Howerton v. Gabica, 708 F.2d 380,
3 383-84 (9th Cir. 1983)

4 Therefore, the Court finds that Plaintiffs' First Amendment
5 claim survives the Motion as to Bank of America, and the Motion is
6 therefore DENIED as to Bank of America. However, Plaintiffs have
7 not alleged sufficient involvement of Public Storage in their First
8 Amendment claim, the Court GRANTS the Motion as to any First
9 Amendment claim against Public Storage.

10 *2. Fourth Amendment Claim*

11 Private Defendants argue that Plaintiffs' Fourth Amendment
12 claim fails because their entry onto the Property and seizure of
13 personal property therein was entirely lawful, as they assert that
14 Plaintiffs no longer had an interest in the Property. Further,
15 Private Defendants argue that there was no joint action.

16 As to the first argument, the allegations establish a
17 plausible claim that Plaintiffs' lock-out was not lawful. While
18 discovery may prove that Private Defendants had performed all of
19 the necessary acts to properly evict Plaintiffs from the Property,
20 it is not clear to the Court at this time that Private Defendants
21 acted lawfully. The code sections cited by Private Defendants in
22 support of this argument pertain only to the storage of personal
23 property, and Private Defendants do not address the other aspects
24 of Plaintiffs' Fourth Amendment claim, including entry into the
25 occupied Property and removal of individuals present there.
26 Therefore, Private Defendants' argument in this respect is
27 unavailing.

28

1 As to the second argument, the Court previously determined
2 that substantial officer involvement in the lock-out process was
3 sufficient to support a finding of joint action between LAPD and
4 Bank of America. Although the underlying facts pertaining to the
5 current Plaintiffs are slightly different, this conclusion remains
6 the same. Where police officers do more than merely "stand by" in
7 case of trouble, but instead affirmatively participate in assisting
8 private actors in effectuating an eviction or repossession of
9 property, the private actors may be said to be acting under color
10 of law. Howerton v. Gabica, 708 F.2d 380, 383-84 (9th Cir. 1983)
11 ("This case involves more than a single incident of police consent
12 to 'stand by' in case of trouble. Police were on the scene at each
13 step of the eviction... The actions of [the officer] created an
14 appearance that the police sanctioned the eviction."); see also
15 Harris v. City of Roseburg, 664 F.2d 1121, 1127 (9th Cir. 1981)
16 ("[T]here may be a deprivation within the meaning of § 1983 ...
17 when the officer assists in effectuating a repossession over the
18 objection of the debtor.").

19 Here, Plaintiffs' alleged facts indicate that the LAPD
20 officers did more than merely "stand by" when Bank of America
21 locked Plaintiffs out of the Property, evicted Plaintiffs from the
22 Property, and took possession of Plaintiffs' personal belongings.
23 However, the alleged facts do not demonstrate that Public Storage
24 or Michael Anz performed any acts jointly with LAPD officers, such
25 that any acts performed by Public Storage were not performed "under
26 color of law." Therefore, the Court DENIES the Motion as to
27 Plaintiffs' Fourth Amendment claim against Bank of America and
28

1 GRANTS the Motion with leave to amend as to Plaintiffs' claim
2 against Public Storage.

3 B. RICO Claims

4 The elements of a civil RICO claim are "(1) conduct (2) of an
5 enterprise (3) through a pattern (4) of racketeering activity."
6 Rezner v. Bayerische Hypo-Und Vereinsbank AG, 630 F.3d 866, 873
7 (9th Cir. 2010). "To have standing under civil RICO, [a plaintiff]
8 is required to show that the racketeering activity was both a but-
9 for cause and a proximate cause of his injury." Id. (citing Holmes
10 v. Sec. Investor Prot. Corp., 503 U.S. 258, 268 (1992)). Private
11 Defendants argue that Plaintiffs' RICO claim should be dismissed
12 because (a) Plaintiffs fail to plead the predicate acts of mail
13 fraud and wire fraud with sufficient specificity, and (b) there is
14 an insufficient nexus between mail and/or wire fraud and
15 Plaintiffs' alleged injuries in this case to satisfy the standing
16 requirement. Further, Private Defendants argue that Plaintiffs'
17 RICO conspiracy claim fails because the underlying RICO claim
18 fails. Finally, Private Defendants argue that there is no
19 cognizable claim for aiding and abetting a civil RICO claim.

20 The predicate acts upon which Plaintiffs base their RICO claim
21 appear to be mail and/or wire fraud. The purportedly false
22 representations at issue here are a bit ambiguous. The alleged
23 fraud occurred when Bank of America, after taking Plaintiffs'
24 property to Public Storage, sent Plaintiffs a one page "Release via
25 Email, Fax and/or US mail ... representing that if the plaintiff
26 signs the release they will be able to obtain their property from
27 storage." (FAC ¶ 273.) Plaintiffs allege that this representation
28 was false, as Plaintiffs were forced to sign a seven-page lease

1 agreement with Public Storage in order to even see their
2 belongings. (Id. ¶¶ 273-74.) Further, Plaintiffs include
3 generalized allegations regarding other purportedly false
4 statements contained in “leases, promotional materials,
5 applications, agreements, manuals and correspondence.” (Id. ¶¶ 287-
6 88.)

7 As to all predicate acts other than the sending of the
8 “release” document, Plaintiffs have not alleged mail and/or wire
9 fraud with sufficient specificity to satisfy the Rule 9(b) pleading
10 standard. Plaintiffs do not allege what documents were sent to
11 them, when they were sent, or the specific misrepresentations made
12 in those documents.

13 As to Plaintiffs’ claim based on the “release” document, the
14 Court need not address whether these allegations are sufficiently
15 specific to comport with the Rule 9(b) pleading requirements
16 because the Court finds that the RICO claim may be dismissed on the
17 basis of Private Defendants’ second argument. It is not clear how
18 the mail and/or wire fraud at issue here was either the actual or
19 the proximate cause of any harm to Plaintiffs. The harm at issue
20 here stems from the seizure of Plaintiffs’ items from their home
21 and placement in a Public Storage facility. Harm may possibly have
22 also resulted from Plaintiffs being forced to sign a purportedly
23 adhesive and unconscionable lease agreement. (See id. ¶ 307.) Those
24 acts, while potentially unlawful under other claims Plaintiffs may
25 have, do not constitute mail fraud or wire fraud. In order to
26 establish a fraud claim, Plaintiffs would have to show that they
27 suffered harm as a result of relying on the misrepresentations made
28 in the “release” documents sent to them. Here, Plaintiffs do not

1 allege that any particular harm occurred as a result of the alleged
2 misrepresentations; Plaintiffs' property was already at a Public
3 Storage facility by the time any such misrepresentations were made,
4 and it is unclear what further harm did or could have occurred by
5 reason of a representation. As a result, the Court GRANTS the
6 Motion as to Plaintiffs' RICO claims.

7 Plaintiffs also bring a RICO conspiracy claim. (Id. ¶¶ 310-
8 17.) As their underlying RICO claim is insufficiently pled, the
9 conspiracy claim fails as well. See Howard v. America Online, Inc.,
10 208 F.3d 741, 751 (9th Cir. 2000) ("Plaintiffs cannot claim that a
11 conspiracy to violate RICO existed if they do not adequately plead
12 a substantive violation of RICO."). Further, as noted in the
13 Court's prior order, there is no private right of action for
14 "aiding and abetting" RICO violations. Therefore, to the extent
15 that Plaintiffs still attempt to assert such a claim, it must be
16 dismissed.

17 Therefore, the Court GRANTS the Motion as to all of
18 Plaintiffs' RICO claims.

19 C. Sherman Act Claims

20 A claim under Section 2 of the Sherman Act requires "(1) the
21 defendant possessed monopoly power in the relevant market; (2) the
22 defendant willfully acquired or maintained that power through
23 exclusionary conduct; and (3) the defendant's conduct caused
24 antitrust injury." InfoStream Group, Inc. v. PayPal, Inc., 2012 WL
25 3731517, at *4 (N.D. Cal. 2012). Plaintiffs' Sherman Act claim
26 appears to be based on Public Storage's alleged monopolization of
27 the self-storage industry through an alleged agreement between
28 Public Storage and Bank of America that all personal property

1 recovered from homes upon which Bank of America has foreclosed will
2 be taken to a Public Storage facility. Private Defendants argue
3 that Plaintiffs have not stated a claim under Section 2 of the
4 Sherman Act because they have not suffered an antitrust injury.⁴

5 An antitrust injury "means harm to the process of competition
6 and consumer welfare." LiveUniverse, Inc. v. MySpace, Inc., 304 F.
7 App'x. 554, 557 (9th Cir. 2008). Plaintiffs allege that they
8 sustained an antitrust injury in the following manner: Public
9 Storage, because of its size, was able to offer a very low rental
10 rate for the first month (\$1 or even \$0.01) to Bank of America;
11 this induced Bank of America to store personal belongings from
12 foreclosed home exclusively at Public Storage. (FAC ¶ 336.) For
13 months subsequent to the introductory rate month, Plaintiffs
14 allege, Public Storage is then able to charge a rental rate higher
15 than the market rate because owners of the personal property now
16 have no choice but to pay to store their belongings at the Public
17 Storage facility. (Id. ¶¶ 341, 344.) It is somewhat unclear whether
18 Plaintiffs claim that the antitrust violation was an explicit
19 agreement between Public Storage and Bank of America to collude
20 regarding storage of foreclosed homeowners' belongings or whether
21 Plaintiffs instead intend to allege that the antitrust violation is
22 Public Storage charging a very low introductory rate to induce Bank
23 of America to use its storage facilities.

24 The Court finds that Plaintiffs have alleged sufficient facts
25 to support a plausible claim that they suffered an antitrust

26

27 ⁴Private Defendants offer a couple of additional arguments in
28 their reply, but the Court does not consider those arguments, as
they were not raised in the Motion.

1 injury. Because of the alleged collusion, which resulted in Public
2 Storage being able to offer very low introductory prices and then
3 locking foreclosed homeowners into higher prices for subsequent
4 months, harms the welfare of these “forced” consumers of self
5 storage services, Plaintiffs may be successful in pursuing their
6 antitrust claims. Therefore, the Court DENIES the Motion as to
7 Plaintiffs’ Sherman Act claims.

8 D. UCL Claims

9 Plaintiffs premise their unfair competition law claim on Bank
10 of America’s alleged practice of “evict[ing] homeowners and
11 search[ing] and seiz[ing] their personal property, when there is no
12 valid search warrant and no arrest ... made.” (FAC ¶ 354.) Further,
13 Plaintiffs allege that Bank of America threatens “to arrest and
14 tak[e] property without due process as a bargaining tool in order
15 to coerce those to stop associating with the OFF movement to chill
16 free speech.” (*Id.* ¶ 356.) Finally, Plaintiffs appear to allege
17 that even in the absence of underlying violations of law, the
18 scheme at issue here of removing Plaintiffs’ personal property and
19 then making it difficult and costly to retrieve is unfair within
20 the meaning of § 17200.

21 To the extent that Plaintiffs’ underlying claims survive, or
22 are amended to state a claim, the Court finds that the UCL claim
23 survives under the “unlawful” prong of Cal. Bus. & Prof. Code §
24 17200. Further, Plaintiffs have added sufficient facts and
25 allegations to support a plausible claim that the conduct at issue
26 here was unfair. Unfair conduct is actionable under the UCL where
27 the business practice at issue “offends an established public
28 policy or when the practice is immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to consumers." S. Bay
2 Chevrolet v. Gen. Motors Acceptance Corp., 72 Cal.App.4th 861, 886-
3 87 (1999) (citing People v. Casa Blanca Convalescent Homes, Inc.,
4 159 Cal.App.3d 509, 530 (1984)). Accepting Plaintiffs' allegations
5 as true, Plaintiffs' belongings were removed from their home and
6 essentially held captive by Public Storage for what Plaintiffs dub
7 a "ransom." Even if Bank of America had a right to possession of
8 the Property and a right to remove personal property from the
9 Property, the arrangement by which Plaintiffs allege that they were
10 required to either pay a high rental fee or potentially lose their
11 belongings forever can be characterized as oppressive and
12 substantially injurious to the owners of such property. Therefore,
13 the Court DENIES the Motion as to Plaintiffs' UCL claim.

14 **IV. Conclusion**

15 For the foregoing reasons, the Court GRANTS the Motion IN PART
16 and DENIES the Motion IN PART. Because of the dismissal of certain
17 plaintiffs subsequent to the filing of the FAC and the Motion,
18 allowing clarification of Plaintiffs' claims by way of one more
19 amendment is warranted, should Plaintiffs wish to amend to attempt
20 to state claims dismissed in this order. Any amended complaint must
21 be filed on or before November 21, 2014.

22
23 IT IS SO ORDERED.

24
25
26 Dated: November 6, 2014



27 DEAN D. PREGERSON
28 United States District Judge