

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

THE CITY OF NEW YORK AND SAMUEL A.A. LEVINE,  
AS COMMISSIONER OF THE NEW YORK CITY  
DEPARTMENT OF CONSUMER AND WORKER  
PROTECTION,

Plaintiffs,

-against-

EXTRA SPACE STORAGE INC.,

Defendant.

**VERIFIED COMPLAINT**

Index No.: \_\_\_\_\_

Plaintiffs, by their attorney, MURIEL GOODE-TRUFANT, Corporation Counsel of the City of New York, as and for their complaint against the Defendant, allege as follows:

**INTRODUCTION**

The City of New York and Samuel A.A. Levine as Commissioner of the New York City Department of Consumer and Worker Protection (“DCWP” or the “Department”) bring this action against Extra Space Storage Inc. (“Defendant” or “Extra Space”) and allege, upon information and belief, as follows:

**PRELIMINARY STATEMENT**

1. This complaint concerns a classic bait-and-switch scheme perpetuated by a self-storage company against New York City consumers, many of whom are vulnerable specifically because they cannot afford to get out from under the company’s predatory business tactics once they’ve moved their belongings into one of Defendant’s units.

2. As detailed below, Defendant advertises affordable, clean, and convenient self-storage services. However, once the consumer moves their belongings into one of Defendant’s

units, Extra Space quickly and often dramatically raises the prices of the rental units, all while completely failing to adequately maintain their facilities, resulting in widespread vermin infestations, water damage, and mold. Extra Space also engages in a myriad of other predatory practices that exploit consumers in violation of the laws and rules of the City of New York.

3. Self-storage—or “mini storage”—facilities are marketed to consumers as a convenient way to declutter while maintaining access to your possessions and ensuring they are kept in a safe, clean, easily accessible location. There are more than 300 self-storage facilities in New York City alone, and New York City consumers are often specifically targeted by these companies due to New York City’s notoriously small living spaces with limited room for storage.<sup>1</sup>

4. At times, self-storage may become a necessity for consumers; for example, some consumers find themselves in a bind if they must suddenly vacate an apartment or home, or have other last-minute changes to their habitation for reasons ranging from natural disasters, to marriage and divorce, to moving to senior assisted living facilities.

5. Defendant, who operates approximately 60 self-storage facilities in New York City<sup>2</sup> (as well as countless more around the nation), represents to consumers on its website [www.extraspace.com/self-storage](http://www.extraspace.com/self-storage) (the “Website”) that it “offer[s] cheap self-storage and move-in specials at many locations,” and that it takes “extensive measures to maintain the quality of [its] facilities.”<sup>3</sup> The Website is replete with these types of claims throughout its pages, and Defendant has included these claims on the Website since at least 2019.

6. Extra Space lures consumers in by offering low prices with a commitment to providing adequate notice to consumers in advance of raising prices, as well as advertising their

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<sup>1</sup> See, e.g., <https://www.manhattanministorage.com/about-us/ads>.

<sup>2</sup> Extra Space grew its market presence in New York City when it acquired Life Space Storage in July 2023 and began managing those locations.

<sup>3</sup> <https://www.extraspace.com/self-storage/>

units to be safe, sanitary, and free of pests. Many consumers reported that they chose to rent units at Extra Space specifically due to the attractive prices offered and their convenient locations around New York City.

7. In fact, as discussed below, several consumers stated that they were aware of the bait-and-switch tactics endemic to the self-storage industry, and these concerns were specifically assuaged by Extra Space representatives that Extra Space was “not like” other self-storage companies who would increase prices without warning. For many consumers, the promises of cleanliness were also factors in choosing Extra Space over other self-storage options.

8. However, upon moving all their belongings into their units—often at great expense and effort—consumers discover that Extra Space is, in fact, just like its competitors, and that its promises concerning affordability and cleanliness are entirely false.

9. First, the units themselves are anything but clean and secure. Rather, consumers repeatedly complain of rats, mice, rodent feces and urine, water damage, and mold ruining their stored belongings.

10. Second, the low prices and commitments to notify consumers of rate increases have likewise proven to be further misrepresentations by Extra Space. In reality, Extra Space lures the consumer in by offering a low rate that it then often raises within the first few months, sometimes more than doubling it, with no notice to the consumers, despite promising consumers that they would provide consumers with at least 30 days’ notice before any rate change or price increase.

11. To make matters worse, when the consumers suddenly find themselves facing invoices charging far more money than they had agreed to pay, for units in sub-adequate conditions in contravention of Extra Space’s offers, and they object to paying these suddenly higher prices, Extra Space employs additional methods to extort consumers: it begins to charge additional

previously-undisclosed “late fees” for allegedly delayed payment, it changes consumers’ locks denying them access to their belongings, and it even threatens to auction off consumers’ belongings unless the consumer brings the account up to date by paying the entirety of the unexpected charges and fees.

12. Defendant’s conduct is predatory, deceptive, and harms New Yorkers who are simply looking for a safe place to keep their belongings. This conduct also violates New York City laws and rules.

13. After receiving multiple complaints describing this conduct by Extra Space, DCWP, an agency charged with protecting the public from deceptive business practices, commenced an investigation. As part of this investigation, the Department reviewed 117 complaints that consumers had submitted to DCWP or the Better Business Bureau (“BBB”) within the past three years, along with many other complaints publicly posted on online platforms such as Yelp and Google.

14. These consumer complaints reveal that Defendant consistently fails to provide the quality of services it advertises, and which New Yorkers pay for.

15. Extra Space is not unique in using these deceptive tactics, though it does hold the distinction of receiving more complaints than any other self-storage provider in New York City. The self-storage industry at large has increasingly relied on predatory bait-and-switch practices over the last several years. Because these practices, which involve arbitrary pricing and astronomical rental increases within very short time frames, have grown more pervasive, the New York City Council in 2025 determined that the Department should begin licensing this industry: LL171 of 2025, effective August 25, 2026, requires that all self-storage facilities in New York City will need to be licensed by the Department to prevent this precise type of predatory conduct.

16. Defendant's deceptive business practices continue to harm New Yorkers every day. The Department has determined that Defendant's conduct violates the New York City Consumer Protection Law, and with this action, seeks to enjoin Defendant from continuing to publish deceptive advertisements on its website, and to obtain restitution for aggrieved consumers, civil penalties, and such other relief as authorized by section 2203(h) of Chapter 64 of the New York City Charter ("Charter"), the New York City Administrative Code ("NYC Code"), and the Rules of the City of New York (the "Rules" or "RCNY").

### **PARTIES**

17. Plaintiff, City of New York, is a municipal corporation incorporated under the laws of the State of New York.

18. DCWP is an agency of the City of New York responsible for protecting and enhancing the daily economic lives of New Yorkers to create thriving communities.

19. Plaintiff Samuel A.A. Levine is the Commissioner of DCWP and is empowered under section 2203 of the New York City Charter to enforce Title 20 of the NYC Code, including the Consumer Protection Law, and RCNY.

20. Defendant Extra Space Storage Inc. is registered with the State of New York as a Foreign Business Corporation, and contracts with New York City residents for its self-storage services offered at 60 different locations.

## **VENUE**

21. Venue is proper under New York Civil Practice Law and Rules § 503(a) because DCWP's principal office is in New York City.

## **RELEVANT LAW**

22. The New York City Charter § 2203(d) authorizes DCWP to enforce NYC Code § 20-700 *et seq* and 6 RCNY § 5-01 *et seq* (collectively, the "Consumer Protection Law" or "CPL"), which bars "any deceptive or unconscionable trade practice in the sale, lease, rental, or loan of any consumer goods or services[.]" NYC Code § 20-700. "To establish a cause of action under [the CPL] it need not be shown that consumers are being or were actually injured." NYC Code § 20-703(j).

23. It is a deceptive trade practice to make a "false... or misleading... written, digital, or electronic statement, visual description or other representation or omission of any kind made in connection with the sale, lease, rental, or loan or in connection with the offering for sale, lease, rental or loan of consumer goods or services ... which has the capacity, tendency or effect of directly or indirectly deceiving or misleading consumers[.]" NYC Code § 20-701(a). Specifically, deceptive trade practices include:

- "representations that ... services have ... characteristics ... or qualities that they do not have ... or services are of a particular standard ... if they are of another[.]" NYC Code § 20-701(a)(1).
- "the use, in any representation, of exaggeration, innuendo or ambiguity as to a material fact, or failure to state a material fact if such use deceives or tends to deceive[.]" NYC Code § 20-701(a)(2).

- “disparaging the goods, services, or business of another by false or misleading representations or omissions of material facts[.]” NYC Code § 20-701(a)(3).
- “offering goods or services with intent not to sell them as offered, including by failing to disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, or conditions on such offer[.]” NYC Code § 20-701(a)(4).
- “...making false or misleading representations of fact, or omitting material facts, concerning the reasons for, existence of, or amounts of... price in comparison to ... one’s own price at a... future time[.]” NYC Code § 20-701(a)(6).

24. 6 RCNY § 5-09 states, “[s]ellers offering consumer goods or services in print advertising and promotional literature must disclose clearly and conspicuously all material exclusions, reservations, limitations, modification or conditions. A disclosure made in print at least one-third as large as the largest print used in the advertisement or promotional literature satisfies this section.”

25. 6 RCNY § 5-32 states, “[a] seller must . . . offer a consumer a receipt for any retail purchase if the amount of the purchase is twenty dollars or more.” 6 RCNY § 5-32(b)(1). Furthermore, “[t]he receipt must contain: (1) the amount of money paid for each item; (2) the total amount of money paid including a separate statement of tax; (3) the date of the purchase; (4) the legal name and address of the seller . . . ” 6 RCNY § 5-32(c).

26. Violations of the CPL occurring on or after January 24, 2022, carry civil penalties from \$350 to \$2,500 per violation, and \$3,500 for “knowing” violations. NYC Code § 20-703(a)-(d).

27. “Each individual statement, description or other representation or omission that constitutes a deceptive trade practice shall give rise to a distinct and independent violation.” NYC Code § 20-703(b).

28. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

29. Whenever any person has engaged in any act or practice which constitutes a violation of the CPL, the City may bring an action seeking an order enjoining such acts or practices, imposing civil penalties, and compelling the payment of consumer restitution and DCWP’s investigation costs. NYC Code §§ 20-703(e), (g).

### **STATEMENT OF FACTS**

#### **I. Extra Space Misleads Consumers by Failing to Provide Clean and Sanitary Storage Spaces as Advertised**

##### **A. Extra Space Promises Safe and Sanitary Storage Conditions to Consumers**

30. Extra Space advertises “clean” self-storage services at all its New York City locations on its Website, and has published these representations to entice consumers for at least the last five years. The company claims that it offers consumers “secure, clean properties and

simple, helpful service.”<sup>4</sup> Another web page states, “We take enormous pride in the quality of our New York City storage facilities. You can expect our facilities to be clean, well-lit, and secure!”<sup>5</sup>

31. Further into the Website, after clicking into the Frequently Asked Questions page, Defendant provides an answer to the question, “What pest control and cleanliness measures are taken?” stating, “Every building at Extra Space Storage is treated for pests and rodents on a regular schedule by nationally recognized pest control experts such as Ecolab, Truly, Nolen, and Nova Pest Control.”<sup>6</sup>

32. Despite these numerous representations that Extra Space publishes on its Website, Extra Space fails to maintain clean, sanitary, safe and secure spaces for consumers.

**B. Extra Space Fails to Provide Clean Self-Storage Spaces as Promised, Causing Property Damage to Consumers’ Belongings**

33. Many consumer complaints submitted to the Department and the BBB directly contradict Extra Space’s representations that their rental properties are clean and well-maintained, and instead, detail dangerously unhygienic conditions nobody would want to step foot into, much less leave their valuables for safekeeping. These unpalatable conditions consumers encounter include vermin infestations, rodent excrement, water damage, and mold. Not surprisingly, Extra Space’s utter failure to maintain its facilities has resulted in extensive property damage to consumers’ belongings.

34. For example, Alex Rodriguez began renting a unit in the Bronx from Extra Space Storage in October 2021 when he realized he needed more room to store items he sold through his online business. It wasn’t long before he began to see rats in his unit—both dead and alive—when he went to check on his belongings, and noticed that all his belongings seemed to have developed

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<sup>4</sup> <https://www.extraspace.com/>

<sup>5</sup> [https://www.extraspace.com/storage/facilities/us/new\\_york/new\\_york/](https://www.extraspace.com/storage/facilities/us/new_york/new_york/)

<sup>6</sup> <https://www.extraspace.com/self-storage/faq/what-pest-control-and-cleanliness-measures-are-taken/>

an unpleasant odor, as they were covered in rat feces and urine. Mr. Rodriguez reports that he stored electronics, speakers, stereo systems, electric bikes, and many other items he planned to offer for sale through his online business in his unit, all of which were ruined by the rodent infestation. Furthermore, he discovered that rats had ripped through all of his boxes and even the items inside the boxes, including his children's toys and clothes, and his own clothing, including expensive hats and shoes. Mr. Rodriguez has already had to dispose of a large amount of the property in his unit and does not believe that any of the remaining property in his unit is salvageable due to the damage and stench. He estimates property damage upwards of \$100,000.

35. Bronx consumer Ana Santana rented a unit with Extra Space Storage from June 2022 through January 2023 while she was experiencing temporary homelessness and didn't have anywhere else to put her belongings. During that time, she discovered that there were mice in her unit, and by the time she made that discovery, the rodents had already ruined her property—essentially all the items she had to her name. The mouse infestation destroyed all of her children's clothing and toys, as well as all of her winter jackets. All of her property was covered in rodent urine and emitted a horrible stench. Ms. Santana reported the issue to Extra Space employees to no avail. Ms. Santana's experience demonstrates how Extra Space's predatory business conduct can harm vulnerable consumers; while experiencing a crisis of finding herself and her family unhoused, she trusted her only possessions with Extra Space—only to find that their false promises caused her to lose what little she had left.

36. Consumer Donna La Forey has rented a unit from an Extra Space location in the Bronx since 2018. In July of 2023, her unit flooded, which caused severe water damage to her property. Although the business told Ms. La Forey that the water had not affected her unit, she discovered extensive water damage to all her belongings. Ms. La Forey ended up throwing away

everything stored in her unit, including two televisions, a mattress and bed frame, a sofa, a lot of clothing, treasured collectibles including old albums and books, several electronics including two laptops, her husband's work equipment for his construction business, and kitchenware. Ms. La Forey estimates approximately \$10,000 in property damage as a result of Extra Space's failure to protect her property from the flooding.

37. Jeffreca Cantey has been renting a unit from Extra Space in the Bronx since 2019, after she moved and realized she needed more storage space for her belongings. She has dealt with a rodent infestation in her unit since that time, with rats ripping through all her boxes and gnawing through much of her property. She also found rodent feces on her belongings, and all the clothing she stored in her storage unit now emits a stench. As if discovering that rats had eaten through your prized \$1,200 Balenciaga shoes or defecated on your favorite winter jacket wasn't bad enough, Ms. Cantey has also suffered property damage from mold in her unit. Ms. Cantey estimates \$8,577 in property damage due to these unexpected unsanitary conditions in her storage unit. Ms. Cantey reported these issues to Extra Space employees throughout her time renting a self-storage unit there, but the employees have ignored her complaints and denied her any assistance.

38. Ciro Cordero rented a unit from an Extra Space location in Brooklyn from March 2021 through July 2025. Mr. Cordero felt helpless as he discovered increasingly worsening conditions in the unit: he discovered rat feces and urine on and around his belongings beginning in mid-2023, he has had several rat sightings in his unit, and has also suffered severe water damage to his property due to leaks in his unit following storms. Mr. Cordero has been forced to throw away several boxes of personal property including clothing, luggage, collectibles, and electronics. Mr. Cordero estimates that the conditions in his unit caused approximately \$20,000 in property

damage, and he is also worried that the rodent droppings and urine on his property may be causing health issues, including allergic reactions, gastrointestinal illnesses, and fevers, for him and his family members.

39. Matina Savva began renting a unit at an Extra Space Storage location in the Bronx in May 2023. Shortly thereafter, she found a dead mouse in her unit, and the problems quickly escalated from there; she soon discovered that all of the boxes containing her treasured belongings were full of mouse droppings and had been ruined by moisture and mold. Ms. Savva continues to find mouse droppings in various winter clothing items that she had stored in her unit. She was forced to throw out almost everything that she had stored in her unit, including tablecloths, towels, bedding, and other household items. Ms. Savva tried to reach Extra Space over the phone many times to discuss these issues. However, she has never been able to reach anyone, and Extra Space failed to respond to any of her messages.

40. These complaints are merely examples of themes repeated in consumer complaints concerning the conditions at Extra Space facilities: Extra Space's consistent failure to provide clean and sanitary self-storage spaces to consumers as promised has left many consumers frustrated and distraught, with many having lost their treasured belongings that Extra Space promised would remain safe in its care.

## **II. Extra Space Misleads Consumers by Misrepresenting the Rental Prices of Self-Storage Units and Failing to Give Consumers Notice of Increases Pursuant to Contractual Terms**

### **A. Extra Space Lures Consumers with Misleadingly Low Prices**

41. Extra Space's deceptive tactics to induce consumers to store their valuables and belongings with it go beyond its repeated false assurances of a clean and safe environment; it also

draws consumers in by promising low and reasonable pricing—which, like the assurances of cleanliness, turns out to be merely illusory.

42. Extra Space promotes its New York City self-storage services as “affordable” and “cheap” throughout its Website, yet its pricing practices plainly contradict these claims. On the company’s “Find Self Storage” webpage directed at New York City consumers, the heading says “Self Storage in New York, NY: Find Cheap Storage Units Near You” and describes itself as consumers’ “go-to solution for self storage in New York City.”<sup>7</sup> The New York focused webpage also repeats the claim that the prices shown reflect savings of “up to 40%” without ever showing the consumer the original unsubsidized price from which this alleged discount is taken.<sup>8</sup> On another webpage within the Website, the Frequently Asked Questions page, Extra Space markets itself by saying, “Finding an affordable storage unit is easy to do online … Extra Space Storage offers monthly storage rentals for a low-price at facilities across the U.S.”<sup>9</sup>

43. Defendant’s representations about the low costs of its storage units are pervasive throughout various pages a consumer can access within the Website, where it continues to promote itself as the “affordable storage partner near you” with “cheap storage unit prices,” and “great move-in deals.”<sup>10</sup> Importantly, these statements are made to the public every day, and these or similar statements have been used by Extra Space to lure consumers to its storage facilities since at least as early as 2018.

44. In addition, nothing in Defendant’s advertisements or rental agreements with consumers indicate that the initial rental prices are promotional or for a limited introductory period of time. Failing to disclose this critical piece of information to consumers only contributes to the

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<sup>7</sup> See, e.g., <https://www.extraspace.com/storage/?searchTerm=10004>

<sup>8</sup> *Id.*

<sup>9</sup> <https://www.extraspace.com/self-storage/faq/>.

<sup>10</sup> See, e.g., [https://www.extraspace.com/storage/facilities/us/new\\_york/bronx/1000001408/](https://www.extraspace.com/storage/facilities/us/new_york/bronx/1000001408/)

overall deception that Extra Space offers low-cost storage to consumers. Many consumers stated that they chose Extra Space specifically because of its attractive prices and convenient locations.

45. Extra Space also advertises that consumers can lock in their monthly rates by choosing to pay in advance, stating that “[w]e offer the option offer to prepay up to six months in advance.”<sup>11</sup>

46. Consumers are understandably enticed by these offers and terms, reasonably believing they’ll pay an amount substantially similar to their initial rate for a reasonable period of time, be able to budget for a regular monthly cost, and receive adequate notice of any price increases to allow them the opportunity to search for an alternative if the unit becomes unaffordable. However, yet again, Extra Space fails to provide what it promises.

47. These consumers get taken in by these representations and then end up finding themselves stuck; once they have taken the time and expense to move their belongings into their units, contracting with Defendant based on the advertised low price, Extra Space quickly and arbitrarily raises the monthly rental prices, often by doubling the rate or even more. In almost all cases, these price increases seem to have no correlation to any market conditions or costs borne by Extra Space.

**B. Extra Space Utilizes a “Bait and Switch” Tactic to Induce Consumers to Contract with It Only to Raise Prices in Violation of Its Own Contractual Obligations**

48. Extra Space makes its offers of low prices even more appealing to consumers by promising that they will adequately notify consumers of any price increases. Extra Space provides these false assurances in its rental agreements, making this representation in a legally-binding document. While Extra Space acknowledges that it may change or increase the rental prices, it

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<sup>11</sup> <https://www.extraspaces.com/self-storage/faq/is-my-price-guaranteed-for-as-long-as-i-rent/>

provides in its consumer contracts it will only do so “**upon 30 days’ notice to Customer.**” (emphasis added).

49. Moreover, and as described in further detail below, several consumers reported that representatives of Extra Space touted itself as “not like” other self-storage companies that constantly increase prices, and instead represent to consumers that the rental prices would be stable for a pre-specified amount of time, or that customers could pre-pay to lock in rental prices.

50. Defendant goes through further efforts in attempts to assuage consumers’ concerns about potential increases in prices, suggesting that any increases would be infrequent and modest. For example, on its Frequently Asked Questions page on the Website, in response to the question, “[i]s my price guaranteed for as long as I rent?”, Extra Spaces answers that while the “original monthly rate is not guaranteed for the life of your rental with Extra Space Storage,” “Extra Space Storage works hard to provide value for our customers through competitive pricing and by maintaining clean, safe, and secure facilities with the best customer service in the self storage industry . . . From time to time, we adjust our customers’ rental rates to keep up with the rising costs associated with providing top-notch service and a clean, secure facility.”<sup>12</sup> In reality, Extra Space regularly increases its prices by exponential amounts,<sup>13</sup> with little to no notice, directly contravening its representations to consumers and its obligations in its agreements.

51. Consumers who have fallen victim to Extra Space’s bait-and-switch tactics find themselves helpless in the face of unexpected and often extreme sudden price increases, as detailed

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<sup>12</sup> <https://www.extraspace.com/self-storage/faq/is-my-price-guaranteed-for-as-long-as-i-rent/>. While these FAQ answers may disclose that Extra Space does increase its rates “from time to time,” it does not clearly or conspicuously disclose the clear limitations or conditions that modify the representation of low-cost, affordable storage solutions, and nowhere does it provide any limitations or conditions to its contractual obligation to provide notice to the consumer of any price increases.

<sup>13</sup> Extra Space also suggests on its website that any price increases are typically seasonal; the Website states that “Prices often increase during in-demand seasons. For examples [sic], rates often increase during the summer, which is considered peak moving season.” In reality, Extra Space’s rental increases are far from seasonal and, instead,

in the experiences highlighted below—and social media websites like Yelp, Facebook, and Reddit are replete with similar horror stories.

52. Extra Space repeatedly increased Aldo Alvarez’s rental prices without any prior notice since he began renting storage space in the Bronx in 2019. His rates have risen from \$16.50 per month when he first moved his belongings into his unit, to almost five times that amount—or \$82 per month. Extra Space failed to notify Mr. Alvarez in advance of any of these rent increases, and even told Mr. Alvarez that they did not have to notify him regarding the increases. As a result, Mr. Alvarez had no opportunity to cancel and move his belongings out prior to the increases taking effect. Mr. Alvarez started renting a second unit at Extra Space for \$24 per month in 2019, but ultimately had to cancel his contract for the second unit in 2022 and throw out some of his property because he simply could not afford the exorbitant increases in rental price after seeing the monthly rent for his second unit increase to more than double in approximately two years.

53. Consumer Alex Rodriguez has experienced constant and seemingly random price increases every few months since he began renting his Bronx Extra Space unit in October 2021. His monthly rate has almost doubled since he initially moved his belongings into the Extra Space unit he rents, jumping from \$268 per month to \$499 per month. When Mr. Rodriguez complained about the constant rent increases, a representative told him that they were not required to inform the consumer about price changes, directly contradicting the 30 days’ notice provision in the rental agreement Rodriguez entered into with Extra Space.

54. An Extra Space sales representative also assured Antonio Hernandez, who began renting a unit at a Brooklyn Extra Space location in May of 2023, that his rate would “not fluctuate like the others do,” in order to convince him to give his business to Extra Space. Despite this

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occur far more frequently (often multiple times within a single year) and almost always within a few months of the unit rental.

assurance, Extra Space increased his rate from \$142 to \$350, an increase of approximately 150%, in just two years.

55. Enrique Capalbo, who began renting self-storage space from an Extra Space in Brooklyn in May 2023, reports that while he was initially drawn in by the advertised rental price of \$236 per month, he is currently paying \$440 per month for his unit. Mr. Capalbo states that he has never been notified ahead of time of the frequent rental increases, which began occurring after only one month into his contract with Extra Space.

56. Carlie DeMelo began renting a storage unit at a Brooklyn Extra Space in May 2022. Extra Space quickly began increasing the rent of her unit, increasing it from the initial appealing rate of \$46 in May 2022 to \$97 in December 2022 (an 111% increase in seven months), and again to \$113 by April 2023 (a 145% increase in the eleven months since she moved her property into Extra Space). Ms. DeMelo was only sometimes notified of any rental price increase, if at all.

57. Barbara Demick began renting a unit at an Extra Space location in Harlem in late 2023. Within one year, and without providing the 30 days' notice as contractually obligated, Extra Space raised her rate from \$120 to \$320—an increase of approximately 170%.

58. Queens consumer Jean Kellman began renting an Extra Space self-storage unit for \$290 per month in early 2025. She specifically chose Extra Space because of their advertised competitive, low cost. However, within just three months, Extra Space raised her rent to \$479 (an increase of 165%), without any notice whatsoever.

59. The consumer experiences detailing Extra Space's deceptive bait-and-switch tactics go on and on:

- Raquel Gerardo began renting a self-storage unit from Extra Space in Queens in 2021. In less than a year, without notice, the rate nearly doubled to \$324.

- Sydney Melvin began renting a self-storage unit from Extra Space in the Bronx in July 2023 at \$193 per month. Within one year, Extra Space increased the rate to \$354 per month, an increase of approximately 85%.
- Extra Space led Angela Mena to believe that her monthly fee would remain at the original rate, \$137 per month, when she began renting from a location in the Bronx in October 2023, but Extra Space raised Ms. Mena’s rent every few months—without ever providing advance notice—so that after two years, the price was almost four times her original rate, or \$564.
- Bronx consumer Matina Savva experienced similar unexpected rate increases after only three months from her move in date in May 2023: Ms. Savva saw her rent increase from \$157 per month up to \$397 per month.
- Extra Space initially advertised a rental rate of \$199 to Saad Ahmed in May 2023, and a representative convinced him to choose Extra Space by telling Mr. Ahmed that this rate would remain the same for an entire year, but his first bill instead showed a charge of \$270. After Mr. Ahmed complained, Extra Space reduced his rent to \$241, but only three months later, Extra Space again raised the price without notice to \$341 per month (an increase of 70% over the originally advertised price in just 5 months).
- Savitri Singh began renting from Extra Space in the Bronx in August 2023. Extra Space gave her no notice about rental increases, which started about four months after she began renting, and never told her at the outset that prices could arbitrarily rise by large amounts. Mr. Singh’s rent increased from \$123 per month in October 2023 to \$240 by February 2025.

- Pedro Brinez began renting from Extra Space in the Bronx in July 2024, and within one year, Extra Space—again without notice—increased his monthly rate by more than double—from \$70 to \$152. He was shocked by the unexpected extra charges and lack of transparency.
- Jia Xu began renting a self-storage unit from Extra Space in Queens in May 2022. Ms. Xu was given no notice before her rent increased from \$94 per month to \$122 per month.
- Extra Space’s inconsistent and opaque policies also impacted consumer Sean Luckett, who began renting from Extra Space in the Bronx in July 2024. In Luckett’s case, he received multiple conflicting invoices via email in the same month from different Extra Space representatives, all demanding different amounts. His rate also increased from \$147 to \$211 in under a year.

60. Extra Space also convinces consumers to pre-pay a lump sum in exchange for the “guarantee” that their rate was locked in. However, as the consumers soon discovered, Extra Space only uses this as another tactic to extract more money from consumers up front.

61. When Patricia Sabini began renting a storage unit in the Bronx in March 2024, Extra Space told her that paying one full year upfront would “lock-in” her rental rate for that entire year. This was the primary reason why Ms. Sabini selected Extra Space for her storage needs. An Extra Space representative also told her that she could make six-month installment payments and still maintain the same rate for the year. Despite these assurances, and pre-paying the first six-month installment, Extra Space raised her rent for the second six-month installment, increasing it from \$40 per month to \$58 per month.

62. Similarly, after Extra Space increased Carlie DeMelo’s rent the first time, Extra

Space informed her that pre-paying in six-month increments would “lock-in” her rates and prevent any further rent increases. Nevertheless, after making her first six-month installment payment, Extra Space then increased her rent without providing any notice, leaving her no opportunity to decide whether she wished to continue renting before the price increase kicked in.

63. Extra Space’s consistent tactics of luring consumers in with low rates, only to quickly raise rents drastically and without notice, has left many consumers feeling cheated and helpless.

### **III. Extra Space Exploits Consumers by Preventing Consumer Access to Units and Threatening to Auction Consumers’ Property to Extort Payment of Unexpected Fees**

64. Defendant’s unlawful and harmful business practices also undermine a key aspect of self-storage: ensuring that consumers have access to their belongings, and adequate notice if any changes occur to their ability to access their property stored at Defendant’s locations.

65. As is industry practice, Extra Space’s agreements contain a provision that notifies consumers that their possessions may be locked, sold, or disposed of by Extra Space in specific situations, such as when consumers repeatedly fail to pay their rent as agreed to.

66. Extra Space’s contracts state: “Customer’s personal property stored at the facility will be subject to a claim of lien in favor of Operator from the date the monthly rental charge and other charges are due and unpaid, and for expenses reasonably incurred in the sale or disposition of Customer’s stored personal property. Operator may sell Customer’s personal **property in a commercially reasonable manner after giving Customer reasonable notice**, in order to satisfy such lien.” (emphasis added).

67. In contrast to these representations, Extra Space regularly (and seemingly arbitrarily) locks consumers’ rental units without notice, preventing them from accessing their

units, and uses this, along with the threat of auctioning off consumers' property, as a tactic to extort consumers into paying higher prices or previously undisclosed fees.

68. Alex Rodriguez reports that Extra Space broke the lock on his storage unit and placed a new lock on, which he did not have the key to, before his rent was even due, preventing him from accessing his belongings and causing him great distress. Employees of Extra Space on site at the time could not explain why his unit was locked. Mr. Rodriguez had to contact management to have the locks removed. An Extra Space representative told Mr. Rodriguez that the reason why they broke his lock and placed a new lock on his unit was because there was an "issue with the gate;" however, Mr. Rodriguez was not informed ahead of time and was not present when this was done.

69. Shawneice Wiggs made monthly payments to Defendant by check, but on several occasions over the last few years, Extra Space claimed that it never received them. As a result, the company charged her late fees, denied her access to her unit, and threatened to auction her belongings. Ms. Wiggs only discovered that Defendant had gone so far as to schedule an auction through happenstance when she called Extra Space; the company had provided no notice that it was planning to auction her property. Ms. Wiggs was forced to pay additional late fees of approximately \$100, despite having made her check payments on time, in order to prevent Extra Space from auctioning her property.

70. Likewise, Extra Space denied Pedro Brinez access to his personal belongings beginning on September 18, 2025, during a dispute over unexpected and undisclosed fees, including duplicate late fees and "pre-foreclosure" fees, the latter for which he was not provided notice. Extra Space sent Mr. Brinez threatening messages stating that it would dispose of or auction his property if he did not pay the disputed fees. Extra Space proceeded to close Mr. Brinez's

account, and he has not been able to obtain or access his possessions since. Mr. Brinez has lost approximately \$15,000 worth of materials, equipment, supplies, and merchandise essential for his personal business.

71. Extra Space locked Queens consumer Raquel Gerardo's unit for nonpayment in 2023, even though she had made all of her payments and made them on time. According to Ms. Gerardo, Extra Space locked her unit as retaliation after she complained about her rates going up from \$150 per month to \$324 per month with no notice. Ms. Gerardo was forced to pay the increased rate for Extra Space to unlock her unit so she could access her property. She then chose to cancel her contract and dealt with the hassle and expense of moving her property to another storage company, as she could not afford to continue paying the increased rental costs.

72. Extra Space also denied Bronx consumer Sean Luckett access to his storage unit in August 2025 because Extra Space had processed his payment late, and then imposed a late fee based on the date the payment was processed, and not on the date he actually paid his rent. Mr. Luckett disputed these late fees, but in October 2025, Extra Space threatened to auction Mr. Luckett's property unless he paid all the disputed late fees immediately. Mr. Luckett was only able to avoid Extra Space auctioning his property by paying \$622 in alleged late fees.

73. Bronx consumer Angela Mena experienced similar retributive conduct by Defendant: Extra Space changed the locks on her self-storage unit and charged an extra \$100 late fee for every month Angela Mena's payment was even remotely late, on top of her now \$564 monthly rent (which had already increased drastically from her original rent amount of \$317), and also threatened to auction off her property. Ms. Mena had discovered that Extra Space was planning to auction her property only because she called; Extra Space never notified her in writing that this would occur, again contravening its own contractual obligations. Extra Space threatened

Ms. Mena that unless she paid an extra \$300 in late fees, all the property in her unit would be subject to auction. As a senior citizen experiencing financial hardship, Ms. Mena was forced to pay these exorbitant fees to prevent Extra Space from holding her belongings hostage, as she does not have the ability or means to move her belongings

74. By failing to adhere to its own contractual terms regarding the circumstances under which it will deny consumers' access to their stored property, and by threatening to auction consumers' property when fees are in dispute, Extra Space is further deceiving consumers in order to extort the payment of unexpected fees.

#### **IV. Extra Space Deceives Consumers Concerning Other Key Terms of Their Services**

75. Extra Space's deceitful advertising intended to attract consumers extends beyond their misrepresentations regarding the sanitary conditions and affordability of their storage units; Extra Space also mispresents other key terms of their agreements with consumers.

76. First, Extra Space misrepresented, on at least one occasion, the size of the self-storage unit to consumers. The Website lists various sizes of storage unit options for each of Extra Space's locations, with each size costing a different amount. Extra Space suggests that consumers can select the size of their unit, pay for that sized unit, and will receive a unit that is the size they paid for. The reality, however, differs.

77. For example, the Extra Space location at 359 Wales Avenue in the Bronx advertises 25 different sizes of storage units on the Website, ranging from a 3'x3' locker, up to a 19'x24' storage room.<sup>14</sup> Consumers can select the unit they want based on the size and relative cost.

78. Matina Savva rented a unit at the 359 Wales Avenue location in the Bronx that was advertised as being 8'x10' on the Website, and paid the corresponding price for the unit; however,

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<sup>14</sup> [https://www.extraspace.com/storage/facilities/us/new\\_york/bronx/1000000944/](https://www.extraspace.com/storage/facilities/us/new_york/bronx/1000000944/)

when she measured the unit, the unit was only 67 square feet, as opposed to 80 square feet. This is not an insignificant discrepancy, and Ms. Savva was deprived of the storage space she had selected and paid for.

79. False advertising regarding the size of storage unit consumers are renting goes beyond simply failing to provide consumers what they have paid for, as it can also result in situations where consumers discover, after taking the time and expense to move all of their items to the Extra Space unit they selected, that because the unit is smaller than anticipated, their property will not fit inside. This can result in consumers being forced to find other solutions for their property, such as renting an additional storage unit at additional cost.

80. In addition, Extra Space fails to honor its policies regarding the length of the contract term. The contracts Extra Space executes with consumers state: “[t]he term of this Agreement begins on the Rental Start Date listed above and shall continue on a MONTH-TO-MONTH basis until terminated.”

81. However, Extra Space takes advantage of consumers by failing to consistently honor its policies regarding its contractual month-to-month term.

82. Extra Space attempted to require that consumer Raquel Gerardo stay locked into her contract for one year when she tried to cancel, demanding that she was obligated to pay for the remaining months in the year, despite the language in the agreement.

## **V. Extra Space Fails to Provide Receipts to Consumers in Violation of the Rules of the City of New York**

83. Extra Space fails to regularly provide consumers with itemized receipts for services for which consumers have paid. In doing so, it fails to comply with laws and rules specifically designed to ensure transparency for consumers.

84. As a result of this practice depriving consumers of receipts they are lawfully entitled

to, Barbara Richards was charged double by Extra Space for her storage unit. When Ms. Richards noted something was amiss, she requested a receipt from Extra Space, and they refused to provide her with one.

### **FIRST CAUSE OF ACTION**

#### ***Engaging in deceptive trade practices by falsely advertising clean, sanitary self-storage units in violation of NYC Code § 20-700 At least 1,000 counts***

85. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services . . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: “(1) representations that goods or services have . . . characteristics . . . or qualities that they do not have; . . . (2) the use, in any representation, of exaggeration, innuendo or ambiguity as to a material fact, or failure to state a material fact if such use deceives or tends to deceive . . .”

86. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

87. Defendant violated NYC Code § 20-700 at least 1,000 times since at least March

24, 2023<sup>15</sup> and daily thereafter, by making statements and representations on its website that have the tendency or effect of deceiving or misleading consumers; specifically, by representing on its website that it offers clean self-storage units, and that it takes specific measures to ensure cleanliness and prevent pest infestations. By doing so, Defendant has failed to state material facts about its services. Each day these representations were made constitutes a separate violation, and for each violation defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

### **SECOND CAUSE OF ACTION**

#### ***Engaging in deceptive trade practices by falsely advertising low-cost self-storage units in violation of NYC Code § 20-700 At least 1,000 counts***

88. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services. . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: “(3) disparaging the goods, services, or business of another by false or misleading representations or omissions of material facts; . . . (4) offering goods or services with intent not to sell them as offered, including by failing to disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, or conditions on such offer; . . . (6) making false or misleading representations of fact, or omitting

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<sup>15</sup> For the purposes of this Complaint, DCWP calculates the daily violations from March 24, 2023, the date on which it first received a consumer complaint about Extra Space, until the date of the commencement of this action, in accordance with section 20-703(c) of the NYC Code.

material facts, concerning the reasons for, existence of, or amounts of price reductions. . . or one's own price at a past or future time . . .”

89. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

90. Defendant violated NYC Code § 20-700 at least 1,000 times since at least March 24, 2023, and daily thereafter, by making statements and representations on its Website that have the tendency or effect of deceiving or misleading consumers, specifically, by representing on its website that it offers cheap, affordable, or low-cost self-storage options that are only rarely and modestly increased. Defendant also violated the CPL by advertising artificial discounts that are not tied to any standardized price. Defendant’s representatives further violate the CPL when telling consumers that Extra Space is different from its competitors and won’t raise prices. By doing so, Defendant has offered services with intent not to sell them as offered, disparaged the services of competing businesses by false representations, and made false representations concerning its own prices at a future time. Each day these representations were made constitutes a separate violation, and for each violation defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

### **THIRD CAUSE OF ACTION**

***Engaging in deceptive trade practices by falsely guaranteeing 30 days’ advance notice of price increases in its consumer contracts in violation of NYC Code § 20-700***  
***At least ten counts***

91. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other

representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services. . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: (4) offering goods or services with intent not to sell them as offered, including by failing to disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, or conditions on such offer. . .”

92. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

93. Defendant violated NYC Code § 20-700 at least ten times by making statements and representations in its contracts with consumers that have the tendency or effect of deceiving or misleading consumers, specifically, by falsely representing in its contracts that it would deliver 30 days’ advance notice to consumers of any upcoming rental price increases. By doing so, Defendant has offered services with intent not to sell them as offered. Each day these representations were made constitutes a separate violation, and for each violation defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

#### **FOURTH CAUSE OF ACTION**

*Engaging in deceptive trade practices by falsely advertising the terms of consumers’ access to stored property in violation of NYC Code § 20-700*  
*At least six counts*

94. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other representation of any kind made in connection with the sale, lease, rental or loan or in connection

with the offering for sale, lease, rental, or loan of consumer goods or services. . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: (4) offering goods or services with intent not to sell them as offered, including by failing to disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, or conditions on such offer. . .”

95. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

96. Defendant violated NYC Code § 20-700 at least six times by making statements and representations in its contracts with consumers that have the tendency or effect of deceiving or misleading consumers, specifically, by falsely representing in its contracts that it would deliver “reasonable” notice to consumers in the situations where Defendant places a lien on the consumers’ personal property. By doing so, Defendant has offered services with intent not to sell them as offered. For each violation Defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing. Each day these representations were made constitutes a separate violation, and for each violation defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

#### **FIFTH CAUSE OF ACTION**

*Engaging in deceptive trade practices by falsely advertising the size of self-storage units in violation of NYC Code § 20-700  
At least one count*

97. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other

representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services. . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: “(1) representations that goods or services have . . . characteristics . . . or qualities that they do not have; . . . (2) the use, in any representation, of exaggeration, innuendo or ambiguity as to a material fact, or failure to state a material fact if such use deceives or tends to deceive...”

98. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

99. Defendant violated NYC Code § 20-700 at least one time by making statements and representations on its Website that have the tendency or effect of deceiving or misleading consumers, specifically, by representing on its website that it offers self-storage units of a specific size when, in fact, the self-storage units’ measurements are significantly smaller than advertised. By doing so, Defendant has failed to state material facts about its services. Each day these representations were made constitutes a separate violation, and for each violation defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

#### **SIXTH CAUSE OF ACTION**

***Engaging in deceptive trade practices by falsely advertising contract length in violation of  
NYC Code § 20-700  
At least one count***

100. NYC Code § 20-700 prohibits deceptive trade practices, defined as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other

representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services . . . which has the capacity, tendency or effect of deceiving or misleading consumers.” NYC Code § 20-701(a). Deceptive trade practices include but are not limited to: “(1) representations that goods or services have . . . characteristics . . . or qualities that they do not have; . . . (4) offering goods or services with intent not to sell them as offered, including by failing to disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, or conditions on such offer. . .”

101. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

102. Defendant violated NYC Code § 20-700 at least once by making statements and representations in its contracts with consumers that have the tendency or effect of deceiving or misleading consumers, specifically, by falsely representing in its contracts that the contract term was month-to-month. Each day these representations and omissions were made constitutes a separate violation, and for each violation Defendant is liable for a penalty between \$350-\$2,500, or \$3,500 if the violation was knowing.

#### **SEVENTH CAUSE OF ACTION**

##### ***Failing to give consumers itemized receipts in violation of 6 RCNY § 5-32(b)-(c) At least one count***

103. 6 RCNY § 5-32 provides, “[a] seller must . . . offer a consumer a receipt for any retail purchase if the amount of the purchase is twenty dollars or more.” 6 RCNY § 5-32(b)(1). Furthermore, “[t]he receipt must contain: (1) the amount of money paid for each item; (2) the

total amount of money paid including a separate statement of tax; (3) the date of the purchase; (4) the legal name and address of the seller . . . ” 6 RCNY § 5-32(c).

104. Defendant violated 6 RCNY § 5-32 at least once by failing to provide a consumer with an itemized receipt after their payments for rental services. For each violation, Plaintiff seeks civil penalties of \$150. 6 RCNY § 6-47.

### **RELIEF SOUGHT**

WHEREFORE, Plaintiffs request that the Court:

- I. Enjoin Defendant from continuing to publish the deceptive advertisements including:
  - Falsely promising “clean” and “pest-free” self-storage units;
  - Falsely promising “affordable” and “cheap” self-storage units;
  - Misrepresentations of self-storage unit sizes; and
  - Misrepresentations of its policies regarding taking possession of and/or auctioning consumers’ personal property.
- II. Direct Defendant to honor its contractual terms and representations regarding the 30-day advance notice for rental price increases and the month-to-month contract length.
- III. Order Defendant to pay civil penalties pursuant to NYC Code § 20-703(a) and (d) of between \$350-\$2500 for each violation of--or \$3,500 for each knowing violation of-- NYC Code §20-700 and 6 RCNY § 5-09, and \$150 for each violation of 6 RCNY § 5-32.
- IV. Establish an account for consumer restitution (the “Account”) as described in NYC Code § 20-703(g)(4) and CPLR 2601, to be structured and funded according to the following orders:

- Order Defendant to pay all funds received as a result of any and all violations described in the Verified Complaint.
- Approve any procedure established by Commissioner of DCWP for determining consumers' claim of eligibility under approved procedures and ordering Defendant to pay an amount equal to that consumer's restitution into the Account.

V. Order Defendant to pay the City's "costs and disbursements of the action or proceeding and the costs of the city's investigation" pursuant to NYC Code § 20-703(g)(5).

VI. Award Plaintiffs such other and further relief that it deems just.

Dated: February 9, 2026  
New York, NY

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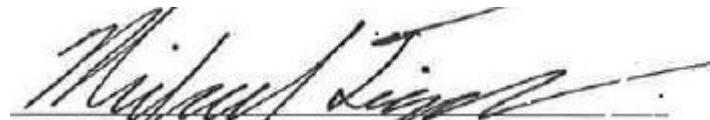
**VERIFICATION**

MICHAEL TIGER, an attorney admitted to practice before the Courts of the State of New York, hereby affirms the following to be true, under penalties of perjury, pursuant to CPLR 2106:

I am the General Counsel of the Department of Consumer and Worker Protection and have been duly designated as Acting Corporation Counsel of the City of New York and, as such, I am an Officer of the City of New York, a plaintiff in the within action. I have read the foregoing complaint and know the contents thereof. I believe the same to be true upon information and belief.

The reason why this verification is not made by the City of New York is that it is a corporation. My belief as to all matters is based upon information obtained from various departments of the city government, from statements made to me by certain officers or agents of the City of New York, and from statements, affidavits or affirmations of other persons.

Dated:           New York, NY  
                  February 9, 2026



MICHAEL TIGER