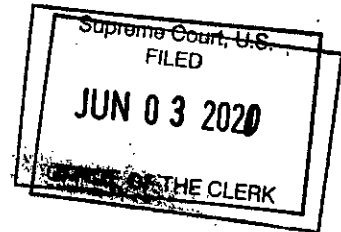


ORIGINAL

No. 21-303

IN THE
SUPREME COURT OF THE UNITED STATES



VIGNARAJ MUNSAMI PILLAY – PETITIONER
PRO- SE

VS.

PUBLIC STORAGE INC - RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI TO

THE 17TH JUDICIAL CIRCUIT COURT IN AND FOR
BROWARD COUNTY, FLORIDA.


CASE No: 18004261 (8)

THE FOURTH DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA

CASE No. 4D19-0084

THE SUPREME COURT OF FLORIDA
500 S DUVAL ST. TALLAHASSEE- FL-32399
CASE No. SC20-82

PETITION FOR WRIT OF CERTIORARI


VIGNARAJ MUNSAMI PILLAY
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05/12/2021

Questions

- (i)- Can a motion to dismiss a complaint using citations out of context from distinguishable cases, polished and crafted, and completely unrelated to this case override the evidence, facts and the reality of the complaint?
- (ii)- Can a fraudulent claim relieve a huge Corporation from gross negligence? Paragrah # 77#
- (iii)- Does the exculpatory clause legitimize a Corporation to have a gateway to continuous burglary and vandalism within its premises?
- (iv)- Does the exculpatory clause relieve a Corporation from liability for the damages caused by the structually deteriorated unit ceiling during 16 years?
- (v)- Does the exculpatory clause legitimize the owners fraud? Paragraf # 76#.
- (vi)- Does simply denying a cause of action relieve a Corporation from breach of contract? As detailed in paragrafs # 67,68, and 69.
- (vii)- Does the exculpatory clause relieve a Corporation from breach of covenant of good faith? Paragraf # 70 #
- (viii) – Does the 4th District court of appeal contradict its order of 04/23//2019, given to the Corporation? Paragrafs # 48 to 53.
- (ix)- In 'analysis" by the affirmed Authors of the Fourth District Court of Appeal, they categorically affirm that the break- ins occurred between 2005 and 2012, Naturally, to make such a categorical statement they have the police reports, the video surveillance cameras and even witnesses to support their claim, can they provide them to see who the real perpetrators are?
- (x)- Why has Public Storage refused to inform the Petitioner of the incidents from 2012 to 2015, since there were many of them as reported in the Hollywood police report.?
- (xi)- Can the exculpatory clause void the statute of limitation based on the discovery of facts, a witness and a Police report with the complaint filed on 02/23/2018, perfectly within the statutory period.? Paragraf #73#.
- (xii)- why has public storage consistently refused to provide the video surveillance cameras which would certainly identify if the criminals were an internal or outside group. Paragraf # 33 #.

06/03/2020

IN THE SUPREME COURT OF THE UNITED STATES
STATEMENT OF THE CASE

1. I rented a 20 x 20 feet unit at Public Storage on 09/01/2.000, unit # F032 + F033, policy # 882-234-32 fl., at 4501 S.W. 54TH Street, Fort lauderdale,Fl, 33314-6737. The monthly rent was u\$ 239,00 (two hundred and thirty nine dollars) to be paid by the tenth of each month, after which a late fee of U\$ 15.00 (fifteen dollars) will be charged.
2. The space was used to store a forty year collection of antique furniture, table and chairs, iron heaters, English crokery sets, huge hanging lamps, ceiling fans, carpets, paintings and other items brought from Brazil in a forty foot container.
3. I choose Public storage because it's a huge corporation and expected it to exercise reasonable and ordinary service within its premises.
4. When I spoke to the manager on 09/01/2.000, before signing any lease agreement I explained I required a space for a valuable antique collection and the well trained manager said that public storage was one of the biggest landlords in the world and they had a 24 hour video surveillance camera service, just sign here and in two minutes you have a lease contract , which I did in good faith.
5. In March of 2002, I moved to Maryland for professional duties , where I remained for work and health reasons until november 2015.
6. on three different occasions between 2005 and 2012 ,the public storage managers at the time, Judy, Marisol and another manager called to inform that the unit had been broken into.
7. They also informed that some items were left outside the unit.
8. I explained I was unable to travel to Florida because of health reasons.
9. They agreed to replace the items back into the unit,put on new locks, make and send copies of the police reports.
10. Police reports were never received, maybe never made.
11. The vandalism and burglary between 2012 and 2015 were never reported to me despite the numerous other cases reported at the Hollywood police dept. # 14, third amended complain.
12. When the front desk lady opened the unit door on 12/07/15 on my return there were many broken locks just inside the doorway.
13. Hollywood police report submitted. Exihibit A.
14. The only people who had keys and access to the unit from March 2002 to 12/07/2015 were the public storage managers and employees.
15. I returned to the unit on 12/07/2015 around 5 pm, with a friend, the unit was opened by the front desk lady on duty on that day since I did not have any keys to the unit.
16. The unit was in disarray , in total untenantable state, almost total part of the ceiling had fallen off and onto the furniture and paintings.
17. Piles of leaves and water were gathered inside the unit.
18. The damaged caused to the paintings and furniture from the internal part of the ceiling that stuck onto them was immediately visible to the naked eye.
19. The employee refused to detail any information.
20. Over the course of weeks, with help I was able to slowly clean and rearrange the unit , during this time I noticed that valuable and selected items of the higher value were missing and some other items like, antique framed mirrors, iron heaters , paintings were damaged and broken.
21. When I met the store manager, Mr. Troy a few weeks later I asked him if he could give us the police reports of the break-in and he said he would talk to the district manager.

22. A few weeks later I asked him again and in a very uncooperative manner, he bluntly said that it was my duty to make the police reports not theirs.
23. I informed him that the past police reports were promised to be sent by the previous managers but I have not received any.
24. I then asked him if he had any police reports for incidents occurred in the last few years during his management period and he said I should check with the Hollywood Police Dept.
25. when I went to the hollywood police dept. they said maybe I could get some information from their computers upstairs, after the assistant tried a few times , she said it be helpful to bring the dates of the incidents.
26. When I asked the manager, Mr. Troy for the dates of the incidents until 12/2015, from their records which he refused again, I asked if he could give me the telephone number of Judy one of the previous managers, he also refused.
27. On March 10, 2016, following the instructions of the Hollywood Police dept. I called the Police to the Public storge location and in the presence of officer Michael Duly, I asked the manager if he could give me the dates of the incidents from their records and he refused again.
28. The officer then visited the unit and made the Police report # 33-1603-045336 #,
29. During the course of the next few weeks , with some help we separated the undamaged items and moved them to another location.
30. On 06/30/2016, I returned units F32 + F33.
31. Since part of it could not fit into the new location, I was forced to get the quickest possible solution to protect what was left I rented another unit at Public storage , half the size just a few feet away . 10 " x 20 " , temporarily.
32. I had rented the two units , F32 + F33 and continuously paid rent from 09/01/2.000 until 06/30/2016 for those two units.
33. Public storage consistenly refused to provide the video surveillance cameras and also the Police reports, if any, to help identify the criminals, otherwise to claim this is an outside organised crime or internally organized one would be more difficult, but considering the volume and the weight and size of some of the stolen items , a truck and considerable time would be needed to execute such an operation, maybe the selected more valuable items were pre determined.
34. Furthermore , between March of 2.002 and December 07, 2015, the only people who had the keys and access to the unit were the Public storage managers and employees.
35. Plaintiff would not have spent over a hundred thousand dollars to store a valuable collection of forty years had he been informed of their total omission of ordinary care and reasonable precautions within their premises and also the inadequate condition of the unit itself from the stucturally damaged ceiling, and an attempt to deprive a victim of a legal right because they feel they can be protected by a fraudulentry induced contract as their agents are trained to say sign here in two minutes and you are not aware of any of the fine print hidden clauses.
36. On February 2018 plaintiff filed a complaint against Public storage Inc in the 17th Judicial Circuit in Broward County , Florida.
37. The plaintiff filed as Pro Se.
38. On 07/25/18, court granted motion to dismiss with 10 days to amend.
39. On 07/31/18, Plaintiff filed second amended complaint.
40. On 09/11/18, motion to dismiss granted with 30 days to amend.
41. On 09/11/18, response to to dismiss second amended complaint with phograph of damaged ceiling and damaged antique mirror was handed in open court, "ungrounded allegations".

42. On 10/09/18, Plaintiff filed Third amended complaint.
43. On 12/12/2018, Final order of dismissal was granted.
44. On 12/12/2018, response to defendant's motion to dismiss Third amended complaint was handed in open court, " Frivolous litigation".
45. On 01/08/2019, Appellant filed Notice of Appeal in the 4th District Court of Appeal of the State of Florida to the order of the 17th. District Court rendered on 12/12/2018.
46. On 12/27/2018, Defendant filed Updated Notice of Unavailability.
47. On 03/29/2019, Appellant filed Initial Brief, 'Seeking Justice" in The 4th District Court of Appeal.
48. On 04/17/2019, Appellee filed for a 30 day enlargement of time to May 20, 2019, to file its answer brief, stating that motion is filed in good faith and not for the purpose of delay.
49. On 04/23/2019, The Court ordered that appellee's motion for extension of time is granted, in addition, appellee is notified that the failure to serve the answer brief within the time provided herein may foreclose appellee's right to file a brief or otherwise participate in this appeal. A copy is attached as -Exhibit -B.
50. On 05/31/2019, appellant, filed a motion requesting the court to foreclose appellee's right to participate in this appeal for not serving the brief within the time provided as informed in the court order of 04/23/2019.
51. On 05/20/2019, appellee filed for a second enlargement of time, an additional of 7 days to 05/27 to file answer brief once again stating that motion is filed in good faith and not for the purpose of delay.
52. On 05/28/2019, appellee filed answer brief.
53. On 06/03/2019, after the deadline of 05/20, granted by court and the ungranted deadline to 05/27/until then, ordered that appellant's motion of 05/31 requesting to foreclose appellee's right to file its answer brief for failure to serve within the time provided by the court be denied and furthermore granted the second enlargement of time for the second deadline on 05/27. A copy is attached as – Exhibit – C.
54. On 06/10/2019, appellant filed response to appellee's answer brief.
55. On 11/13/2019, " Affirmed Authors" of the 4th District Court concluded that the trial court's order dismissing appellee's third amended complain with prejudice is affirmed.
56. On 11/19,2019, appellant filed a response to the Caveat Emptor Case as stated by the Affirmed Authors to their ungrounded conclusions.
57. On 12/02/2019, appellee filed a motion requesting the court to enter an order denying rehearing or other relief.
58. On 12/05/2019, three day's later, in prompt response to appellee's request, the court denied rehearing or other relief.
59. On 01/11/2011, Petitioner filed Notice to Invoke Discretionary Jurisdiction of the Supreme Court of Florida.
60. On 01/17/2020, The Supreme Court of Florida, granted 15 days for reinstatement if timeliness is established.
61. On 01/27/2020, Petitioner, filed the notice to invoke discretionary jurisdiction.
62. On 02/11/2020, the court ordered motion for reinstatement as of 01/17, as unauthorized .
63. On 03/03/2020, Petitioner appealed to the order of the court .
64. On 03/10/2020, The Supreme Court of Florida advised that the case was final in that court and no further pleadings may be filed.

Cause of Action

65. GROSS NEGLIGENCE- Public storage had a duty to take reasonable and ordinary care to keep and maintain their premises from continuous vandalism, potential theft, burglary, and public looting. It is the legal responsibility of an organization to avoid any omission that could be reasonably foreseen to cause damages and financial loss to the property of their tenants within their premises. The multiple break-ins and damages into the unit of the Petitioner, is the result of a failure to exercise a legal duty and to provide adequate services. Their total omission and precaution against repeated criminal activities within their premises is unconscionable, together with their refusal to provide the 24 hour video surveillance cameras, they said they had, for the incidents and the Police reports, if any, which would certainly help to counter such activities, but maybe it goes against their deceitful and wilful misconduct business practice.
66. The total falling of the inner part of the storage unit, also water filtering over and onto the antique furniture and paintings causing material damage and financial loss from the structurally deteriorated unit, also expresses their reckless indifference, also not observing paragraph #10 of the contract, "owners right to enter and repair" upon a three day notice, no such notice was received during over sixteen years. No repairs were ever made.
67. BREACH OF CONTRACT-A- The contract determines that late fee charges will apply for payments made after the tenth of the month, but on different occasions late fees were charged before or on the tenth, on 04/10/2016, a late fee of \$87.00 is billed, on 09/09/2011, a late fee of \$69.00 is billed, on 05/10/2011, a late fee of \$ 64.00 is billed. The Public storage invoices are included in the filing..
68. BREACH OF CONTRACT-B- The rental agreement states that a late fee of \$15.00, will apply for payments made after the tenth of the month. Exorbitant fees were charged on more than 15 occasions. Late fee increases of up to 1,757,33%. Attached as Exhibit D.
69. BREACH OF CONTRACT-C- The rental agreement states that rent is \$ 239,00, but they have billed rent increases of up to 103,34 % during the duration of the contract.
70. BREACH OF COVENANT OF GOOD FAITH- As stated in paragraph # 4, unjust enrichment is a violation of the Florida Deceptive and Unfair Trade Practice, the false representation of good service as promised in #4, deceiving tenants by jacking up rates many times greater than the rate of inflation, deceiving its tenants with its insurance policy charges, class action case N# 14-21559-civ-ungaro, for which they insisted on denying any wrong doing. A copy is attached as Exhibit E.
71. Their entering the unit without consent violates storage unit renters right.
72. Refusing to disclose the real perpetrators through its video cameras in a location that has continuously been a gateway to burglary and substantially injurious to tenant, also not informing the Petitioner of the incidents from 2012 to 12/2015. Paragraph # 14, third amended complaint.
73. STATUTE OF LIMITATION. The Petitioner only returned to the public storage unit on 12/07/2015, paragraph # 15, the discovery of the structurally deteriorated unit and the higher valued missing antique items, other broken antique items and the damage caused by the internal fallen ceiling on the furniture and paintings were noticed during the next few weeks while trying to reorganize the unit with help. On March 10, 2016, Officer Michael Duly made the police report, No. # 33-1603-045336#, after the discovery of the facts.
74. The complaint was filed on 02/23/2018, therefore perfectly within the Florida Statute of Limitation.

75. THE EXCULPATORY CLAUSES- Are enforceable if they are reasonable. They are not valid if they are unconscionable, additionally they cannot excuse from harm which is caused recklessly or due to breach of duty , perpetuating the gateway of their premises to burglary for over 16 years because of their omission and their failure to provide adequate services and precaution against continuous criminal activities within their premises.
76. OWNER'S FRAUD- using the exculpatory clause as a sword and not as a shield to deprive a tenant of a legal right, false representation of good service, the right to information of the real perpetrators through its video surveillance cameras, deceptive rate increases, deceiving tenants with its insurance policy charges, omission to ordinary services, using the very small font and inserted its fine print clauses in a way that would purposefully mislead the tenant into signing on unfair terms. Owner's fraud in response to defendant's motion to dismiss 2nd amended complain, " ungrounded allegations", paragaf #9#, 09/2018, handed in court.
77. A FRAUDELAN CLAIM- an ungrounded claim without any proof or veracity is fraudelant and demonstrates the clear intention of the defendant to be relieved from liability such that an ordinary person will know. In motion to dismiss 2nd amended complain , the defendant claims that the damages and the burglary occurred between 2005 and 2012 and so barred by the statute of limitation , the defendant has refused to provide the video suveillance camera or a police report to accertain their claim or any kind of evidence at all.
78. DENYING- In the same way Public storage denied any wrong doing in their insurance policy the defendant denies, the gross negligence and, breach of contract supported by the public storage invoices , which they state as mere conclusions,
79. A FRIVOLOUS LITIGATION- In the motion to dismiss 3rd. Amended complain once again repeats the Fraudelant claim to be relieved from liability, no proof of any kind to accertain such a claim and qualifies the complain as " a frivolous litigation" .
80. In 'Background" by the authors of the 4th District Court of appeal, they repeat the defendant's ungrounded claim to justify a four year statutory period.
81. They also affirm that the structurally damaged unit had to be fixed by the tenant.
82. They also refer to the contract as a bad bargain, when there's no bargaining in a predetermined contract.
83. The complaint was filed perfectly within the statute of limitation, paragaf # 73#
84. DEMAND- Wherefore, Petitioner requests judgement against defendant for \$ 850.000,00 damages , their egregious conduct of service, not making police reports of criminal activities, exorbitant increase in rates and fees, unlawful gains, not making repairs to deteriorated units, runs a fowl of consumer laws and regulations, requires punitive damages as well.

IN THE SUPREME COURT OF THE UNITED STATES

REASONS FOR GRANTING THE PETITION

Self Storage Unit requirements are of national significance. The omission from continuous vandalism, burglary, public looting, potential theft, and damages to one's property in the units rented within the premises of the Public Storage constitutes gross negligence. The multiple break-ins and damages caused to the antique collection of the petitioner is the result of a failure to exercise a legal duty and to provide adequate services. Material and financial damages caused from the total falling of the inner part of the ceiling together with the water filtering into and onto the antique furniture and paintings from the structurally deteriorated units from 09/01/2000, to 06/30/2016, not observing paragraph # 10 of the contract, "owners right to enter and repair" upon a three day notice. No repairs were ever made. The criminal activities at this location as expressed by the Hollywood Police report between 2012 to 12/2015 were not reported to the Petitioner. Attached as Exhibit – A.

Breach of contract – A, The contract determines late fees of \$15,00 will be charged for payments made after the tenth of the month, on many occasions late fees were charged before or on the tenth and on more than 15 occasions exorbitant late fee increases up to 1,757,33% were applied. Attached as Exhibit-D. Breach of contract – C, rent increases of up to 103.34 % were applied.

Breach of covenant of good faith, unjust enrichment is a violation of the Florida Deceptive and unfair trade practice, the false representation of good service as promised, deceiving its tenants by jacking up rates and fees many times higher than the inflation rate, deceiving its tenants with its insurance policy charges, class action case # 14-21559-civ-ungaro, for which they insisted on denying any wrong doing. Attached as Exhibit – E.

Statute of limitation, The Petitioner only returned to the unit on 12/07/2015, the discovery of the deteriorated units, the missing of the higher antique value items and damages were noticed. The police report was made on 03/10/2016, and the complaint was filed on 02/23/2018, therefore perfectly within the Florida Statute of Limitation.

The 24 hour video surveillance cameras which they affirmed they had was never presented to identify the real perpetrators, if this was not an internal organized crime, because from 03/2002 up to 12/07/2015, only the public storage employees had the keys to the unit. They did not present any police report either to support their fraudulent claim without any proof or veracity that the complaint was barred by the statute of limitation. The exculpatory clauses can not be used as a sword to justify their egregious conduct of service. They have relied on presenting dozens of citations completely out of context, polished and crafted and unrelated to the case to legitimize their wilful misconduct and gross negligence.

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IN THE SUPREME COURT OF THE UNITED STATES

REASONS FOR GRANTING THE PETITION

CONCLUSION

The third amendment complaint was presented with the Public storage invoices, in which all the rates that were charged, clear evidence of breach of contract, the Hollywood Police reports showing numerous criminal activities at this location , a gateway to unchecked vandalism, the class action report where they deceived its tenants of more than 75% of the premiums paid by the Florida residents, which they tried to deny any wrong doing and a detailed report of the exorbitant rate increases , all of which were ignored and dismissed in detriment to the fraudulant claim of "barred by the statute of limitation" without presenting a single evidence, or proof to support such a claim, but went on to present a collection of citations totally unrelated to the facts of the case , an attempt to evade the Public storage unscrupulous business policy. Accepting such ungrounded allegations is a total exemption of justice fairness.

In the court of appeal the Appellee qualified the above documents as just a bunch of attachments and the District Court of appeal contradicts its order of 04/23/2019, given to the corporation as already expressed in paragraphs, # 48 to # 53. Simply presenting dozens of ungrounded citations but not showing the video surveillance cameras, any Police reports does not override the facts of the case but their intention of refusing to reveal the identity of the perpetrators so as to be relieved from liability.

The petition for writ of certiorari should be granted.

Respectfully submitted



Vignersj Munsami Pillay - Pro - se

05/12/ 2021

IN THE SUPREME COURT OF THE UNITED STATES

PARTIES TO PROCEEDING AND RELATED CASES

Vignaraj Munsami Pillay v. Public Storage Inc. No 18- 04261 – (08). In The Circuit Court of The 17th Judicial Circuit In and For Broward County, Florida.

Entry date: 02/23/2018

Final Order: 01/29/2019

Vignaraj Munsami Pillay v. Public Storage Inc. 4D-19-0084. In the District Court of Appeal of the State of Florida Fourth District.

Entry date: 01/08/2019

Final Order: 12?27/2019

Vignaraj Munsami Pillay v. Public StorageInc. No SC-20-82. In The Supreme Court of Florida.

Entry date: 01/27/2020

Final Order: 03/10/2020

06/03/2020

IN THE SUPREME COURT OF THE UNITED STATES

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APPENDIX A

THE 17TH JUDICIAL CIRCUIT COURT IN AND FOR BROWARD COUNTY,FLORIDA.
CASE No. 18004261 (8)

APPENDIX B

THE FPORTH DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
CASE No. 4D19 – 0084

APPENDIX C

THE SUPREME COURT OF FLORIDA
CASE No. SC20-82