No. 21-303

In The Supreme Court of the United States

VIGNARAJ MUNSAMI PILLAY,

Petitioner,

v.

PUBLIC STORAGE, INC.,

Respondent.

On Petition For Writ Of Certiorari To The Supreme Court Of Florida

BRIEF IN OPPOSITION

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QUESTION PRESENTED FOR REVIEW

This state-law breach-of-contract and gross negligence case arises from the alleged burglary, vandalism, and deterioration of self-storage units rented by Petitioner Vignaraj Munsami Pillay ("Petitioner" or "Pillay"). The facts in this Brief come from Petitioner's *pro se* third and final amended complaint (the "Complaint") and are taken as true.

In 2000, Petitioner entered into a written storage unit rental agreement with Respondent, Public Storage, Inc., for two storage units in Florida. In 2002, Petitioner moved to Maryland. On three different occasions between 2005 and 2012, representatives for Respondent called Petitioner to inform him that his units had been broken into. Upon Petitioner's return to the Florida units in 2015, Petitioner discovered that some "higher value" items were missing and others were broken and damaged. Petitioner also discovered the unit ceilings were in a state of disrepair, with fragments of the internal ceilings having fallen onto furniture and other items in the storage units.

Petitioner filed suit against Respondent in 2018. In his Complaint (and its two predecessors), Petitioner alleged that Respondent should have safeguarded his property, filed police reports to notify law enforcement of the burglaries and vandalism, and repaired the deteriorating storage units.

QUESTION PRESENTED FOR REVIEW—
Continued

The trial court dismissed the Complaint with prejudice for Petitioner's repeated failure to state any actionable claim. The intermediate appellate court affirmed in a four-page, well-reasoned opinion. Specifically, Florida's Fourth District Court of Appeal determined that: (1) the rental agreement's *caveat emptor* provision exculpated Respondent from any liability arising from the alleged burglaries and vandalism, (2) the negligence claims were time-barred, and (3) Respondent owed no duty to repair the storage units.

Petitioner failed to timely invoke the discretionary jurisdiction of the Florida Supreme Court, the state court of last resort. Nevertheless, Petitioner has petitioned this Court for a writ of certiorari.

This case presents no basis for this Court to grant certiorari review. In his *pro se* petition for writ of certiorari, Petitioner enumerates 12 questions for this Court's consideration. All are virtually unintelligible. None has merit. And each presents only issues of fact, state-law, and/or generic purported equities or policy considerations. For ease of reference, Petitioner's proffered Questions Presented are reproduced verbatim below:

> *(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?*

QUESTION PRESENTED FOR REVIEW—
Continued

(ii)—Can a fraudulent claim relieve a huge Corporation from gross negligence? Paragragh # 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 structurally 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

QUESTION PRESENTED FOR REVIEW—
Continued

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 #.

(Some spacing cleaned up, but otherwise as in original.)

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, Respondent Public Storage, Inc., a Maryland Real Estate Investment Trust, hereby files its corporate disclosure statement as follows. Public Storage, Inc., a Maryland Real Estate Investment Trust, is a publicly traded real estate investment trust. No parent corporation or publicly held corporation owns 10% or more of its stock.

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STATEMENT OF THE CASE

The Florida Fourth District Court of Appeal's decision below contains much of the relevant background:

> In 2000, Pillay entered into a written storage unit rental agreement with Appellee Public Storage. The rental agreement required monthly payments. Soon after entering into the rental agreement, Pillay moved to Maryland and remained there until November 2015. During this time, Pillay alleges that he used two rented units to store personal property valued in excess of $100,000. Pillay further alleges that he received three separate phone calls from Public Storage between 2005 and 2012 informing him that his storage units had been burglarized, with several items left outside of the unit.
>
> Pillay returned to his units on December 7, 2015. He claims they were in a state of disrepair, with pieces of the ceiling having dropped onto his furniture and paintings. He also noticed several "high value" items were either missing or damaged. Pillay met with a new facility manager to gather information on what caused the damage to his property. The manager purportedly refused to cooperate with Pillay. Nonetheless, Pillay entered into a new lease with Public Storage and moved his items into a smaller unit just a few feet away.
>
> On February 23, 2018, Pillay filed suit against Public Storage. The trial court dismissed the original complaint without prejudice for

> failure to state a claim. The first and second amended complaints met similar fates. Pillay then filed a third amended complaint, which alleged two claims of gross negligence, three claims of breach of contract, and one claim of breach of the implied covenant of good faith. Public Storage responded with a motion to dismiss, which the trial court granted with prejudice. This appeal followed.

Pillay v. Pub. Storage, Inc., 284 So. 3d 566, 568 (Fla. Ct. App. 2019). Ultimately, the Fourth District Court of Appeal held that: (1) the rental agreement's *caveat emptor* provision exculpated Respondent from any liability arising from the alleged burglaries and vandalism, (2) the negligence claims were time-barred, and (3) Respondent owed no duty to repair the storage units. Therefore, dismissal was proper.

The Fourth District Court of Appeal's signed, written opinion affirming dismissal was entered on November 13, 2019. *See* Pet. App. B; Suppl. App. at 11 (docket of proceedings before Florida's Fourth District Court of Appeal).[1] Petitioner timely moved for rehearing, which the court denied on December 5, 2019. *See id.* The mandate issued on December 27, 2019. *See id.*

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[1] Citations to Petitioner's Appendix, filed with his petition for writ of certiorari, are designated "Pet. App. [letter]," reflecting the letters designated in Petitioner's table of contents. Respondent respectfully submits a Supplemental Appendix with this opposition brief. Citations to the Supplemental Appendix are designated "Supp. App. at [page number]."

On January 15, 2020—41 days after the intermediate appellate court entered its order denying rehearing—Petitioner filed a notice to invoke the Florida Supreme Court's discretionary jurisdiction. Suppl. App. at 13-25 (notice); *see also* Fla. R. App. P. 9.120. On January 17, 2020, the Florida Supreme Court, on its own motion, dismissed the discretionary-review proceeding as untimely. Pet. App. A; Suppl. App. at 26. Petitioner filed a motion to reinstate the discretionary-review proceeding, but the motion was denied on January 27, 2020. Suppl. App. at 27-29 (motion and denial). Petitioner thereafter filed two more motions for reinstatement, but each was stricken as unauthorized. *See* Suppl. App. at 30-35 (docket of proceedings before the Florida Supreme Court).

Even though the Florida Supreme Court never reached the merits of the case—due to Petitioner's failure to timely invoke that court's jurisdiction—Petitioner filed a petition for writ of certiorari with this Court on June 3, 2020.

REASONS FOR DENYING THE WRIT

I. THIS FACT-SPECIFIC STATE-LAW CASE, WHICH WAS NEVER CONSIDERED BY THE STATE COURT OF LAST RESORT, POSES NO "CERT-WORTHY" ISSUE.

As this Court is aware, the overwhelming majority of certiorari petitions are denied. "A petition for a writ of certiorari will be granted only for compelling

reasons." S. Ct. R. 10. No compelling reasons are present here. Accordingly, this Court should deny review.

Supreme Court Rule 10 outlines four categories of cases which, "though neither controlling nor fully measuring the Court's discretion, indicate the character of the reasons the Court considers" in deciding whether to grant review. Those categories are:

1. Cases raising a conflict between one United States court of appeals and another United States court of appeals or state court of last resort on the same important matter;

2. Cases raising a conflict between a state court of last resort and another state court of last resort or a United States court of appeals on an important federal question;

3. Cases in which a state court or a United States court of appeals has decided an important issue of federal law that should be settled by the Supreme Court or is in conflict with relevant Supreme Court precedent; and

4. Cases in which a United States court of appeals has "so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, as to call for an exercise of this Court's supervisory power."

S. Ct. R. 10(a)–(c).

Importantly, this Court routinely denies certiorari review "when the asserted error consists of erroneous factual findings or the misapplication of a properly stated rule of law." S. Ct. R. 10. This policy is a practical one: though this Court has considerable discretion in granting review, it would be impossible for the Court to hear and adjudicate every case in which the lower courts reached an arguably unfair decision. The Court does not have the resources. Instead, the Court's role is to decide issues of national importance on which uniformity among the lower courts is needed.

This case presents no issue deserving of the Court's time. There is no decisional conflict—among the United States courts of appeals, the state courts of last resort, or otherwise—in need of resolution. Indeed, the state court of last resort here (the Florida Supreme Court) never even considered Petitioner's case because he failed to timely file his notice invoking that court's discretionary jurisdiction or otherwise demonstrate a ground for reinstatement. There is not a federal question to be found in the Petitioner's Complaint, his petition for a writ of certiorari, nor either of the decisions below (at the trial and intermediate appellate state-court levels). Petitioner himself offers no broadly-applicable federal principle for this Court to decide; he merely contends that this Court should grant review of his particular case because "Self Storage Unit requirements are of national significance." Pet. at 8 ("Reasons for Granting the Petition"). Even if the quoted proposition is true, that does not mean that this

Court should or even could review every decision involving the self-storage industry. Such a result would be ludicrous and untenable.

This is simply a case of a disappointed state-court litigant asking the Court to rectify a perceived injustice. The bulk of Petitioner's claims (to the extent they can be construed) are fact-intensive and involve the application of well-settled Florida law concerning breach of contract, negligence, the covenant of good faith, and statutes of limitation. Of course, the trial court and the intermediate appellate state court were both eminently correct in their construction of the facts, as alleged in the Complaint, and their application of Florida law. And to the extent Petitioner purports to reframe the issues in terms of broad policies and considerations of equity in a case involving a "huge Corporation" (*see supra* Questions Presented no. (ii)), these statements are nothing more than the tirades of a frustrated consumer—not genuine "cert-worthy" issues. No review is warranted.

CONCLUSION

For these reasons, the petition for writ of certiorari should be denied.

Respectfully submitted,

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