

No. 21-303

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**In The  
Supreme Court of the United States**

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VIGNARAJ MUNSAMI PILLAY,

*Petitioner,*

v.

PUBLIC STORAGE, INC.,

*Respondent.*

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

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**APPENDIX TO BRIEF IN OPPOSITION**

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*Counsel for Respondent, Public Storage, Inc.*

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App. 1

Florida Fourth District Court of Appeal Docket

Case Docket

Case Number: 4D19-84

Final Civil Other Notice from Broward County

VIGNARAJ MUNSAMI PILLAY vs.  
PUBLIC STORAGE, INC.

Lower Tribunal Case(s):CACE18-004261 (08)

9/20/2021 12:04:38 PM

<b>Date Docketed</b>	<b>Description</b>	<b>Filed By</b>	<b>Notes</b>
01/09/2019	Notice of Appeal Filed	Vignaraj Munsami Pillay	
01/10/2019	Acknowledgm ent Letter		
01/10/2019	ORD-Pay Filing Fee - pro se civil appeal		The jurisdiction of this court was invoked by filing of a Notice of Appeal in the lower tribunal. The \$300.00 filing fee, or a circuit court clerk's determination of indigent status, did not accompany the Notice of Appeal as required in

App. 2

Florida Rules of  
Appellate  
Procedure  
9.110(b) and  
9.140(a). The  
filing fee is due  
and payable at  
the time of filing  
REGARDLESS  
OF WHETHER  
THE APPEAL IS  
LATER  
DISMISSED  
VOLUNTARILY  
OR ADVERSELY.  
ORDERED,  
appellant shall  
pay the \$300.00  
filing fee or file  
the circuit court  
clerk's  
determination of  
indigent status in  
this court within  
ten (10) days  
from the date of  
the entry of this  
order. Failure to  
comply within  
the time  
prescribed will  
result in  
dismissal of this  
cause and may  
result in the

App. 3

court sanctioning  
of any party, or  
the party's  
attorney, who has  
not paid the filing  
fee. If appellant  
has already been  
found indigent  
for purposes of  
proceedings in  
the lower  
tribunal, in this  
case, appellant  
shall file a copy of  
that order in this  
court. If  
appellant does  
not have an order  
or a  
determination of  
indigent status  
and believes that  
he or she is  
insolvent,  
appellant shall  
complete the  
enclosed  
application and  
mail to the Clerk  
of the Circuit  
Court within  
fifteen (15) days  
from the date of  
this order. A  
Notice of

App. 4

Compliance that you have applied for indigent status, must also be filed with this court. The Clerk of the Circuit Court shall forward the Clerk's Determination to this court within ten (10) days of receipt. Failure of appellant to comply with this order will result in the dismissal of this appeal.

**\*\*NOTE:** This order does not toll the time for filing any pleadings necessary to prosecute this appeal and no extensions of time will be entertained. Once the fee is paid, it is not refundable. Except for dismissal, this court will take no

App. 5

action in this appeal until the filing fee is paid or until a circuit court clerk's determination of indigent status is filed.

01/10/2019 Aplnt to  
Obtain Final  
Order-Per  
Dobrick

It appearing that the order to which the Notice of Appeal is directed is a non-appealable, non-final order, appellant(s) shall have thirty (30) days from the date of this order to obtain a final order and to file a copy in this court. Failure to do so will result in sua sponte dismissal of the appeal. See Fla. R. App. P. 9.110(1); Dobrick v. Discovery Cruises, Inc., 581 So. 2d 645 (Fla. 4th DCA 1991); see also Paulin v. BJ's Wholesale Club, Inc., 106

App. 6

So. 3d 985, 987  
(Fla. 4th DCA  
2013) (“On the  
other hand, it is  
well-established  
that an order  
which merely  
grants a motion  
to dismiss, as  
contrasted with  
an order  
dismissing a  
complaint or an  
action, is not a  
final order.”).  
ORDERED that  
the trial court is  
specifically  
authorized,  
pursuant to  
Florida Rule of  
Appellate  
Procedure  
9.600(b), upon  
appropriate  
application, to  
enter a final  
order in these  
proceedings.

01/18/2019	Notice of Appearance	Cindy J. Mishcon 0829579
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01/22/2019	Case Filing Fee	
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App. 7

02/06/2019	Notice of Filing	Vignaraj ORDER Munsami APPEALED Pillay
03/07/2019	Affidavit	OF NON- PAYMENT OF APPEAL INVOICE
03/15/2019	Order for Status Report Re: ROA	Upon consideration of the Affidavit of Non-Payment of Appeal Invoice filed by the clerk of the lower tribunal on March 7, 2019, appellant is ordered to file a report within ten (10) days from the date of this order, as to the status of the payment for and preparation of the record on appeal.
03/22/2019	Status Report	Vignaraj Munsami Pillay
03/26/2019	Show Cause Lack of	ORDERED that appellant in the above-styled case

App. 8

Prosecution,  
Initial Brief

is directed to show cause in writing, if any there be, on or before April 5, 2019, why the above-styled case should not be dismissed for lack of timely prosecution, in that the appellant's initial brief has not been filed with this court as of this date. Failure to respond to this order will result in a sua sponte dismissal without further notice. If the initial brief is filed within this time, the order to show cause will be considered automatically discharged without further order.

03/28/2019 Received  
Records

Clerk  
Broward  
CC01

193 PAGES

App. 9

04/03/2019	Initial Brief on Merits	Vignaraj Munsami Pillay	
04/03/2019	Appendix to Brief	Vignaraj Munsami Pillay	
04/08/2019	Certificate		OF SERVICE OF INITIAL BRIEF
04/17/2019	Mot. for Extension of time to file Answer Brief	Cindy J. Mishcon 0829579	
04/23/2019	Order Granting EOT for Answer Brief		ORDERED that appellee's May 17, 2019 motion for extension of time is granted, and appellee shall serve the answer brief on or before May 20, 2019. In addition, appellee is notified that the failure to serve the brief within the time provided herein may foreclose appellee's right to file a brief or otherwise

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participate in  
this appeal.

05/20/2019 Mot. for Cindy J.  
Extension of Mishcon  
time to file 0829579  
Answer Brief

05/28/2019 Appellee's Cindy J.  
Answer Brief Mishcon  
0829579

05/31/2019 Miscellaneous Vignaraj  
Motion Munsami  
Pillay

06/03/2019 Deny  
Miscellaneous  
Motion

ORDERED that  
appellant's May  
31, 2019 motion  
requesting this  
court to foreclose  
appellee's right to  
file a brief is  
denied. Further,  
ORDERED that  
appellee's May  
20, 2019 motion  
for extension of  
time to file the  
answer brief is  
granted. The  
answer brief was  
filed on May 28,  
2019.

06/12/2019 Appellant's Vignaraj  
Reply Brief Munsami  
Pillay

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06/12/2019	Appendix to Brief	Vignaraj Munsami Pillay	
11/13/2019	Affirmed – Authored Opinion		
11/20/2019	Motion For Rehearing	Vignaraj Munsami Pillay	
12/02/2019	Response	Cindy J. Mishcon 0829579	
12/05/2019	ORD-Denying Rehearing		ORDERED that the appellant's November 20, 2019 motion for rehearing is denied.
12/05/2019	West Publishing		
12/27/2019	Mandate		
01/15/2020	Notice of Discretionary Jurisdiction to Supreme Court	Vignaraj Munsami Pillay	
01/15/2020	Notice sent to the Supreme Court		
01/17/2020	Supreme Disposition		SC20-82 DISMISSED

App. 12

01/27/2020	Misc. Supreme Court Order	SC20-82
02/12/2020	Misc. Supreme Court Order	SC20-82
03/10/2020	Misc. Supreme Court Order	SC20-82

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App. 13

Notice to Invoke Discretionary  
Jurisdiction of Supreme Court.

IN THE FOURTH  
DISTRICT COURT  
OF APPEAL OF  
FLORIDA.

Case No. 19-0084  
T.C. No. CACE  
18-004261 (08)

VIGNARAJ MUNSAMI  
PILLAY  
DEFENDANT/PETITIONER  
VS  
PUBLIC STORAGE  
PLAINTIFF/ RESPONDENT

NOTICE  
TO INVOKE  
DISCRETIONARY  
JURISDICTION

NOTICE IS GIVEN that VIGNARAJ M. PILLAY,  
DEFENDANT, invokes the discretionary jurisdiction  
of the SUPREME COURT to review the decision of this  
court rendered on December 27, 2019. The decision  
passes on a question certified to be of great public  
interest.

RESPECTFULLY SUBMITTED BY,

/s/

VIGNARAJ M. PILLAY – PRO SE  
13301 N. CLEVELAND AVE  
NORTH FORT MYERS, FLORIDA 33903  
rajcafe7905@gmail.com  
phone: 954-839-4680

01/11/2020

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App. 14

MANDATE

from

DISTRICT COURT OF APPEAL OF  
THE STATE OF FLORIDA FOURTH DISTRICT

This cause having been brought to the Court by appeal, and after due consideration the Court having issued its opinion;

YOU ARE HEREBY COMMANDED that such further proceedings be had in said cause as may be in accordance with the opinion of this Court, and with the rules of procedure and laws of the State of Florida.

WITNESS the Honorable Spencer D. Levine, Chief Judge of the District Court of Appeal of the State of Florida, Fourth District, and seal of the said Court at West Palm Beach, Florida on this day.

DATE: December 27, 2019  
CASE NO.: 19-0084  
COUNTY OF ORIGIN: Broward  
T.C. CASE NO.: CACE18-004261 (08)  
STYLE:

VIGNARAJ MUNSAMI PILLAY v.  
PUBLIC STORAGE, INC.

[SEAL]                    /s/ Lonn Weissblum  
                                 LONN WEISSBLUM, Clerk  
                                 Fourth District Court of Appeal

Served:  
cc: Cindy J. Mishcon   Kevin M. Vannatta  
     Vignaraj Munsami Pillay   Clerk Broward  
kr



MAILING LIST

FOURTH DISTRICT COURT OF APPEAL  
110 S. TAMARIND AVENUE  
WEST PALM BEACH, FL, 33401

LEWIS BRISBOIS BISGAARD & SMITH LLP  
CINDY J. MISHCON, KEVIN M. VANNATTA  
110 SE GM STREET, SUITE 2600  
FORT LAUDERDALE, FLORIDA 33301

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App. 16

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT

**VIGNARAJ MUNSAMI PILLAY,**  
Appellant,

v.

**PUBLIC STORAGE, INC.,**  
Appellee.

No. 4D19-84

[November 13, 2019]

Appeal from the Circuit Court for the Seventeenth  
Judicial Circuit, Broward County; David A. Haimes,  
Judge; L.T. Case No. 18-4261(08).

Vignaraj Munsami Pillay, N. Fort Myers, pro se.

Cindy J. Mishcon and Kevin M. Vannatta of Lewis  
Brisbois Bisgaard Smith LLP, Fort Lauderdale, for  
appellee.

FORST, J.

In this *caveat emptor* case, Appellant Vignaraj Pillay appeals from the final order of dismissal with prejudice. Pillay's third amended complaint alleged two counts of gross negligence and three counts of breach of contract. We affirm the dismissal, addressing Pillay's "gross negligence" claims in this opinion.

### **Background**

In 2000, Pillay entered into a written storage unit rental agreement with Appellee Public Storage. The

App. 17

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.<sup>1</sup> Public Storage responded with a motion to dismiss, which the trial court granted with prejudice. This appeal followed.

### **Analysis**

Orders granting motions to dismiss for failure to state a claim are reviewed de novo. *Regis Ins. Co. v. Miami Mgmt., Inc.*, 902 So. 2d 966, 968 (Fla. 4th DCA 2005).

Pillay's claims for gross negligence boil down to an alleged failure by Public Storage to safeguard his storage unit, as well as an alleged failure to monitor the condition of the unit and to make repairs when the unit became damaged.

#### *A. Public Storage's Failure to Safeguard Pillay's Property*

Pillay's gross negligence claim based on the alleged failure of Public Storage to safeguard his property fails as a matter of law. First and foremost, the claim is time-barred. An action founded on negligence must be brought within four years from the time when the last element constituting the cause of action occurs. § 95.11, Fla. Stat. (2018). Here, the three alleged break-ins occurred between 2005 and 2012. The instant suit was not filed until February 23, 2018

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<sup>1</sup> As noted above, we address only the "gross negligence" claims in this opinion.

– well outside the four-year statutory period for bringing a negligence suit. *See id.*

Pillay's claim also fails due to the express terms of the rental agreement, which contained the following exculpatory provisions:

(1) ALL PERSONAL PROPERTY IS  
STORED BY OCCUPANT AT OCCUPANT'S  
SOLE RISK

(2) Owner and Owner's agents . . . will not be responsible for, and Tenant releases Owner and Owner's agents from any responsibility for, any loss, liability, claim, expense, damage to property . . . including without limitation any Loss arising from the active or passive acts, omission or negligence of Owner or Owner's agents.

(3) Tenant has inspected the Premises and the Property and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Premises or the Property or any of the personal property stored therein, and this Rental Agreement does not create any contractual obligation for Owner to increase or maintain such safety or security.

Florida courts have upheld the enforceability of exculpatory provisions in contracts when the language of the provisions clearly and unambiguously communicates the scope and nature of the waiver. *See Sainslo v. Give Kids the World, Inc.*, 157 So. 3d 256, 260-61 (Fla. 2015); *Brooks v. Paul*, 219 So. 3d 886, 888

(Fla. 4th DCA 2017); *Fresnedo v. Porky's Gym III, Inc.*, 271 So. 3d 1185, 1186 (Fla. 3d DCA 2019). Such provisions are deemed to be unambiguous and enforceable when the language unequivocally demonstrates a clear and understandable intention for the defendant to be relieved from liability such that an ordinary and knowledgeable person will know what he or she is contracting away. *Sainslo*, 157 So. 3d at 260-61.

By the express terms of the rental agreement, Public Storage had no duty to safeguard Pillay's storage units.<sup>2</sup> Pillay has not alleged unconscionability, and while the agreement's terms may favor Public Storage, Pillay freely entered into the agreement and is bound by its terms. *See Barakat v. Broward Cty. Pious. Auth.*, 771 So. 2d 1193, 1195 (Fla. 4th DCA 2000) ("It is never the role of a trial court to rewrite a contract to make it more reasonable for one of the parties or to relieve a party from what turns out to be a bad bargain."); *see also Medical Ctr. Health Plan v. Brick*, 572 So. 2d 548, 551 (Fla. 1st DCA 1990) ("A party is bound by, and a court is powerless to rewrite, the clear and unambiguous terms of a voluntary contract.").

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<sup>2</sup> The rental agreement also contained a provision recommending that Pillay obtain insurance for the items stored in the unit. Public Storage offered insurance for purchase and it also informed Pillay that insurance could be obtained from third parties.

*B. Public Storage's Failure to Repair Pillay's Unit*

Pillay also argues that Public Storage was grossly negligent for allowing his units to fall into a state of disrepair. To maintain a cause of action based on negligence “[t]he claimant must first demonstrate that the defendant owed a duty, or obligation, recognized by the law, requiring the [defendant] to conform to a certain standard of conduct, for the protection of others against unreasonable risks.” *Williams v. Davis*, 974 So. 2d 1052, 1056 (Fla. 2007) (internal citation omitted).

Commercial landlords do not have a duty to repair the premises absent a specific provision in the contract imposing such a duty. *See Veterans Gas Co. v. Gibbs*, 538 So. 2d 1325, 1328 (Fla. 1st DCA 1989) (explaining that Florida statutes clearly distinguish between residential tenancies and commercial tenancies with Florida law imposing a duty on residential landlords to repair the premises and not on imposing the same duty on commercial landlords); *Rizzo v. Naranja Lakes Condo. Ass’n. Nos. One, Two, Three, Four and Five*, 498 So. 2d 451, 452 (Fla. 3d DCA 1986) (“It is established Florida law that the lessee, not the lessor, has the duty to make repairs of any kind to the demised premises in the absence of a specific undertaking to the contrary.”). Here, the rental agreement did not impose a duty on Public Storage to repair Pillay’s units. *See Fischer v. Collier*, 143 So. 2d 710, 712 (Fla. 2d DCA 1962) (“It is generally held that in the absence of a special agreement to repair, the landlord is not under such a duty.”).

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**Conclusion**

The trial court's order dismissing Pillay's third amended complaint with prejudice is affirmed.

*Affirmed.*

TAYLOR and MAY, JJ., concur.

\* \* \*

***Not final until disposition of timely filed motion  
for rehearing.***

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App. 23

**IN THE DISTRICT COURT OF APPEAL OF THE  
STATE OF FLORIDA FOURTH DISTRICT,  
110 SOUTH TAMARIND AVENUE,  
WEST PALM BEACH, FL 33401**

December 05, 2019

**CASE NO.: 4D19-0084**

L.T. No.: CACE18-004261 (08)

VIGNARAJ

MUNSAMI PILLAY v. PUBLIC STORAGE, INC.

Appellant / Petitioner(s) Appellee / Respondent(s)

**BY ORDER OF THE COURT:**

ORDERED that the appellants November 20, 2019 motion for rehearing is denied.

Served:

cc: Cindy J. Mishcon Kevin M. Vannatta  
Vignaraj Munsami Pillay Clerk Broward  
kr

/s/ Lonnn Weissblum [SEAL]  
LONN WEISSBLUM, Clerk  
Fourth District Court of Appeal

[SEAL]

I hereby certify that the above and foregoing is a true copy of instrument filed in my office.

Lonnn Weissblum, CLERK  
DISTRICT COURT OF APPEAL OF  
FLORIDA, FOURTH DISTRICT  
Per /s/ Kristen Amaro, Deputy Clerk

---

App. 24

[SEAL]

FOURTH DISTRICT COURT OF APPEAL  
110 SOUTH TAMARIND AVENUE  
WEST PALM BEACH, FLORIDA 33401  
(561) 242-2000

Date: January 15, 2020

Case Name: Vignaraj Munsami Pillay v. Public  
Storage, Inc.

Case No: 4D 19-0084

Trial Court No.: CACE18-004261 (08)

Trial Court Judge: David Haimes

Dear Mr. Tonnasino:

Attached is a certified copy of a Notice to Invoke Discretionary Jurisdiction/Notice of Appeal to the Supreme Court of Florida pursuant to Rule 9.120, Florida Rules of Appellate Procedure. Attached also is this Court's opinion or decision relevant to this case.

- ☐ The filing fee prescribed by Section 25.241(3), Florida Statutes, was received by this court and will be mailed.
- ☒ The filing fee prescribed by Section 25.241(3), Florida Statutes, was not received by this court.
- ☐ Petitioner/Appellant has been previously determined insolvent by the circuit court or our court.
- ☐ Petitioner/Appellant has already filed, and this court has granted, petitioner/appellant's Motion to proceed without payment of costs in this case.

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- ☐ Petitioner/Appellant tiled Notice via EDCA and the fee has not been received by this court.

No filing fee is required in the underlying case in this court because it was:

- ☐ A Summary Appeal (Rule 9.141)
- ☐ From the Unemployment Appeals Commission
- ☐ A Habeas Corpus Proceeding
- ☐ A Juvenile Case
- ☐ Other – \_\_\_\_\_

If there are any questions regarding this matter, please do not hesitate to contact this Office.

Sincerely,  
LONN WEISSBLUM  
Clerk of the Court

By: /s/ Kristen Amaro  
Deputy Clerk

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App. 26

**Supreme Court of Florida**

FRIDAY, JANUARY 17, 2020

**CASE NO.: SC20-82**

Lower Tribunal No(s).:

4D19-84; 062018CA004261AXXXCE

VIGNARAJ

MUNSAMI PILLAY vs. PUBLIC STORAGE, INC.

Petitioner(s)

Respondent(s)

It appearing to the Court that the notice was not timely filed, it is ordered that the cause is hereby dismissed on the Court's own motion, subject to reinstatement if timeliness is established on proper motion filed within fifteen days from the date of this order. *See* Fla. R. App. P. 9.120.

A True Copy

Test:

/s/ JT

[SEAL]

John A. Tomasino

Clerk, Supreme Court

td

Served:

CINDY JANE MISHCON

KEVIN MONROE VANNATTA

VIGNARAJ MUNSAMI PILLAY

HON. LONN WEISSBLUM, CLERK

HON. BRENDA D. FORMAN, CLERK

HON. DAVID ALAN HAIMES, JUDGE

01/17/2020

IN THE SUPREME COURT OF FLORIDA

CASE # SC2020-82

COURT CASE # SC2020-82

CASE STYLE VIGNARAJ M. PILLAY VS

PUBLIC STORAGE INC

COMES NOW, VIGNARAJ M. PILLAY,  
DEFENDANT/PETIONER, REQUEST THIS  
HONORABLE COURT TO REINSTATE NOTICE TO  
INVOKE DISCRETIONARY, FILED ON 01/13/2020.

THE APPEAL FOR YOUR RECONSIDERATION  
IS DUE TO THE MISINTERPRETATION OF THE  
ORDER AND REFERRING TO THE DATE SET ON  
THE MANDATE AS MENTIONED IN THE NOTICE  
AND A COPY OF WHICH WAS ATTACHED WITH  
THE FILING.

RESPECTFULLY SUBMITTED BY,

/s/

VIGNARAJ M. PILLAY – PRO SE

13301 N. CLEVELAND AVE

NORTH FORT MYERS, FLORIDA 33903

rajcafe7905@gmail.com

phone: 954-839-4680

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App. 28

**Supreme Court of Florida**

FRIDAY, JANUARY 17, 2020

**CASE NO.: SC20-82**

Lower Tribunal No(s).:

4D19-84; 062018CA004261AXXXCE

VIGNARAJ

MUNSAMI PILLAY vs. PUBLIC STORAGE, INC.

Petitioner(s)

Respondent(s)

It appearing to the Court that the notice was not timely filed, it is ordered that the cause is hereby dismissed on the Court's own motion, subject to reinstatement if timeliness is established on proper motion filed within fifteen days from the date of this order. *See* Fla. R. App. P. 9.120.

A True Copy

Test:

/s/ JT

[SEAL]

John A. Tomasino

Clerk, Supreme Court

td

Served:

CINDY JANE MISHCON

KEVIN MONROE VANNATTA

VIGNARAJ MUNSAMI PILLAY

HON. LONN WEISSBLUM, CLERK

HON. BRENDA D. FORMAN, CLERK

HON. DAVID ALAN HAIMES, JUDGE

App. 29

**Supreme Court of Florida**

FRIDAY, JANUARY 27, 2020

**CASE NO.: SC20-82**

Lower Tribunal No(s).:

4D19-84; 062018CA004261AXXXCE

VIGNARAJ

MUNSAMI PILLAY vs. PUBLIC STORAGE, INC.

Petitioner(s)

Respondent(s)

Petitioner's Motion for Reinstatement is hereby denied.

A True Copy

Test:

/s/ JT

[SEAL]

\_\_\_\_\_  
John A. Tomasino  
Clerk, Supreme Court

ks

Served:

CINDY JANE MISHCON  
KEVIN MONROE VANNATTA  
VIGNARAJ MUNSAMI PILLAY  
HON. LONN WEISSBLUM, CLERK  
HON. BRENDA D. FORMAN, CLERK  
HON. DAVID ALAN HAIMES, JUDGE

---

App. 30

*Florida Supreme Court Docket*  
**Case Docket**

Case Number SC20-82 – Closed  
VIGNARAJ MUNSAMI PILLAY vs.  
PUBLIC STORAGE, INC.  
Lower Tribunal No(s).:  
4D19-84; 062018CA004261AXXXCE

9/20/2021 12:06:32 PM

<b>Date Docketed</b>	<b>Case Type</b>	<b>Description</b>	<b>Filed by</b>	<b>Notes</b>
01/15/2020	Direct Conflict of Decisions	NOTICE- DISCRE- TIONARY JURIS (DIRECT CONFLICT)		
01/17/2020	Direct Conflict of Decisions	Case Dismissed		
01/17/2020	Direct Conflict of Decisions	DISP-REV DISM UNTIMELY		It appearing to the Court that the notice was not timely filed, it is ordered that the cause is hereby dismissed on the



Court's  
own  
motion,  
subject to  
reinstatement if  
timeliness  
is established on  
proper  
motion  
filed  
within  
fifteen  
days from  
the date of  
this order.  
See Fla. R.  
App. P.  
9.120.

01/24/2020	Direct	MOTION-	PS Vig-
	Conflict of	REINSTATE-	naraj
	Decisions	MENT	Mun-
			sami
			Pillay
			BY: PS
			Vig-
			naraj
			Mun-
			sami
			Pillay

App. 32

01/24/2020	Direct Conflict of Decisions	NOTICE- DISCRETIO NARY JURIS (DIRECT CONFLICT)	PS Vig-Copy naraj Mun- sami Pillay BY: PS Vig- naraj Mun- sami Pillay
01/27/2020	Direct Conflict of Decisions	DISP- REINSTATE MENT DY	Petition- er's Motion for Reinstatement is hereby denied.
02/06/2020	Direct Conflict of Decisions	MOTION- REHEARING /REINST STRICKEN (UNAU- THORIZED)	PS Vig-*Stricken naraj 2/11/2020 Mun- sami as unau- Pillay thorized* BY: PS Vig- naraj Mun- sami Pillay
02/11/2020	Direct Conflict of Decisions	ORDER- STRIKE	Pursuant to this Court's order dated

January  
17, 2020,  
the  
Motion for  
Reinstatement is  
hereby  
stricken  
as unauthorized.

03/06/2020	Direct Conflict of Decisions	MOTION- REHEARING /REINST STRICKEN (UNAU- THORIZED)	PS Vig- naraj Mun- sami Pillay BY: PS Vig- naraj Mun- sami Pillay	*Stricken 3/10/2020 as unauthorized*
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03/10/2020	Direct Conflict of Decisions	ORDER- STRICKEN CASE FINAL	Petitioner's motion for reinstatement filed with this Court on March 6, 2020, is hereby stricken as unauthorized.
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App. 34

PLEASE  
BE  
ADVISED  
THAT  
THE  
ABOVE  
STYLED  
CASE IS  
FINAL IN  
THIS  
COURT  
AND NO  
FUR-  
THER  
PLEAD-  
INGS  
MAY BE  
FILED.  
ANY  
FUR-  
THER  
FILINGS  
WILL  
NOT BE  
RESPOND-  
ED TO  
AND  
PLACED  
IN A  
MISCEL-  
LANEOUS  
FILE.

App. 35

09/08/2021 Direct USSC  
Conflict of Not/Cert  
Decisions Filed in FSC

The  
petition  
for a writ  
of  
certiorari  
in the  
above  
entitled  
case was  
filed on  
June 3,  
2020 and  
placed on  
the docket  
August 30,  
2021 as  
No. 21-  
303.

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