

No. _____

19-8383

IN THE

SUPREME COURT OF THE UNITED STATES

ORIGINAL

LUIS A. SORO

(Your Name)

— PETITIONER

vs.

PEDRO JOSE LOPEZ

— RESPONDENT(S)

FILED

APR 11 2020

OFFICE OF THE CLERK
SUPREME COURT, U.S.

ON PETITION FOR A WRIT OF CERTIORARI TO

THIRD DISTRICT COURT OF APPEAL STATE OF FLORIDA

(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

LUIS A. SORO

(Your Name)

P. O. Box 398142

(Address)

miami Beach, Florida 33239-8142

(City, State, Zip Code)

(Phone Number)

QUESTION(S) PRESENTED

Page

18

I. THIS COURT SHOULD REVERSE THE FINAL JUDGMENT ENTERED ON LOPEZ'S MOTION FOR SUMMARY JUDGMENT BECAUSE THE TRIAL COURT DID NOT PROVIDE THE APPELLANT THE (10) TEN DAY NOTICE THAT IT WAS CONSIDERING SUMMARY JUDGMENT IN THIS CASE. THIS (10) DAY ADVANCE NOTICE IS A BRIGHT LINE RULE THAT REQUIRED AND COMPULSORY NOTICE THAT IS MANDATORY AND LEAVES LITTLE OR NO ROOM FOR VARYING INTERPRETATION. IT IS COMPULSORY

II. SUMMARY JUDGMENT SHOULD HAVE BEEN ENTERED IN APPELLANT'S FAVOR BECAUSE HE IS THE PROPERTY OWNER, PAID IN FULL SINCE MARCH 01, 1993 AND THE APPELLEE LOPEZ AND HIS WIFE/PARTNER WERE TOLD ON A NUMBER OF DIFFERENT OCCASIONS WHEN THEY WOULD STOP BY THE PROPERTY POSING AS RENTERS DUE TO APPELLANT'S FOR RENT SIGNS PLACED IN THE FRONT YARD. 21

III. THIS COURT SHOULD REVERSE THE FINAL JUDGMENT ENTERED ON LOPEZ'S MOTION FOR SUMMARY JUDGMENT BECAUSE THERE ARE DISPUTED MATERIAL FACTS AS TO THE UNDISPUTED FACTS THAT APPELLANT SORO HAS PAID FOR THE PROPERTY IN FULL TO THE OWNERS JOSE LUIS AND MARIA DIGNA SORO ON PUBLIC RECORD AND APPELLANT'S PARENTS THE NOTE HAS BEEN SATISFIED. PROPERTY IS FREE AND CLEAR APPELLEE LOPEZ HAS NOT RESPONDED TO APPELLANT'S MOTION FOR 26 SUMMARY JUDGMENT FILED AUGUST 09, 2019 AND AMENDED AUGUST 12, 2019

LIST OF PARTIES

- ☒ All parties appear in the caption of the case on the cover page.
- ☐ All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

RELATED CASES

TABLE OF CONTENTS

OPINIONS BELOW.....	1
JURISDICTION.....	2
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED	
STATEMENT OF THE CASE	3
REASONS FOR GRANTING THE WRIT	10
CONCLUSION.....	30

INDEX TO APPENDICES

APPENDIX A	ORDER DENYING REHEARING BY THIRD DISTRICT
APPENDIX B	DECISION BY THIRD DISTRICT COURT OF APPEAL FLORIDA
APPENDIX C	TRIAL COURT ORDER DENYING EMERGENCY MOTION FOR RECONSIDERATION TO A U.S. CITIZEN
APPENDIX D	ORDER GRANTING PEDRO LOPEZ'S MOTION FOR SUMMARY JUDGMENT TO A POSSIBLE ILLEGAL ALIEN
APPENDIX E	MOTION TO ENLARGE TIME TO RESPOND TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AUGUST 09, 2019
APPENDIX F	QUITCLAIM DEED RECORDED 04/01/2019 OFFICE OF THE CLERK OF COURT MIAMI-DADE COUNTY FLORIDA
APPENDIX G	CERTIFICATION OF DEATH OF MARIA DIGNA SORO THE MOTHER OF PETITIONER LUIS A. SORO
APPENDIX H	CERTIFICATION OF DEATH OF JOSE LUIS SORO THE FATHER OF PETITIONER LUIS A. SORO
APPENDIX I	WARRANTY DEED FOR THE HOUSE THAT PETITIONER PUT DOWN (\$10,000) TEN THOUSAND DOLLARS AT THE CLOSING ON MAY 26, 1978.
APPENDIX J	RESIDENTIAL LEASE WITH OPTION TO BUY AS IS TENANT/OWNER HAS PAID OWNER'S \$130,000 IN FULL PAYMENT FOR THE HOUSE AUGUST 01, 2004

TABLE OF AUTHORITIES

CASES	PAGE
Aberdeen at ormond Beach, L.P. 760 So. 2d 126, 130 (Fla. 2000)	24
ALL State Ins. Co., 195 So. 3d at 611	10,
Arsall v. Chase Home Fin. LLC 121 So. 3d 511 (Fla. 2013)	10,
Bauer v. Resolution Tr. Corp., 621 So. 2d 521, 523 (Fla. 1993)	24,
Boatman v. State, 77 So. 3d 1242 (Fla. 2011)	10,
Carpineta v. Shields, 70 So. 2d 573, 574 (Fla. 1954)	25,
Coguna Beach Club Condo Ass'n, Inc. v. Wagner 813 So. 2d 1061, 1064 (Fla. 2d DCA 2002)	24,
Daniel Laurent, Inc. v. Coral Television Corp., 431 So. 2d 1047, 1048 (Fla. 3d DCA 1993)	29,
Davis v. Rex 876 So. 2d 609, 612-13 (Fla. 4th DCA 2004)	24
Floyd v. Homes Beach, R/L constr 710 So. 2d 117, 119, n.1 (Fla. 1st DCA 1998)	8,
Hicks v. Hooglan 953 So. 2d 695, 697 (Fla. 5th DCA 2007)	12,
HO Talcott, 191 So. 2d 40 (Fla. 1966)	12, 14,
Household Finance Corp., 111 v. Mitchell, 51 So. 3d 1238 (Fla. 1st DCA. 2011)	24
INSKO v. State, 969 So. 2d 992 (Fla. 2007)	26
Johnson v. Johnson, 37 S.W. 3d 892, 896 (Tenn, 2001)	25,
LIORK, LLC v. 81450 Second Ave, ALC, 241 So. 3d 920, 922 (Fla. 3d DCA 2018)	23
N. Shore Hosp., Inc. v. Barber 143 So. 2d 849, 853 (Fla. 1962)	24,
Pennzoil v. Texaco Inc. 401 U.S. 1 (1987)	3, 5, 6, 8, 29,
Spear v. Martin, 330 So. 2d 543, 544 (Fla. 4th DCA 1976)	24, 28,
Taylor v. Vitella, 830 So. 3d 1217, 1216 (Fla. 4th DCA 2009)	
Volusia County v. Aberdeen at ormond Beach L.P. 760 So. 2d 126, 130 (Fla. 2000)	24
Valderramma v. Portfolio Recovery Associates, LLC	12, 14, 23,
972 So. 2d 239 (Fla. 3d DCA 2007).	
Rule 56 Summary Judgment (10 DAY ADVANCE NOTICE the court was considering)	
Rule 1.540(b) Summary Judgment	12, 24,
Bright Line RULE (Test) 10 DAY ADVANCE NOTICE Before Granting Summary Judgment	10, 20, 21, 22,

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☐ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

☐ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☒ is unpublished.

JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was _____.

☐ No petition for rehearing was timely filed in my case.

☐ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☐ For cases from **state courts**:

The date on which the highest state court decided my case was march 04, 2020
A copy of that decision appears at Appendix B.

☒ A timely petition for rehearing was thereafter denied on the following date: march 11, 2020 and a copy of the order denying rehearing appears at Appendix A.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

STATEMENT OF THE CASE

on May 02, 2019 Filed the instant lawsuit seeking to evict/eject Appellee Lopez from the property that is owned free and clear since March 01, 1993. That is over (26) Twenty six years ago, that Appellant has owned the house outright. Appellant wants to take his grand kids to 2402 Alton since his kids grew up at 2402 Alton Road since they were born Dr. Luis A. Soro and Nicolas R. Soro. They also love the house. IT has now been over (9) nine months since the lawsuit to remove Appellee Lopez from the house Appellant paid \$130,000.00 to his parents, thousands and thousands to remodel and refurbish and thousands more for the appliances that Appellant paid with his credit cards that Appellee is using. Almost (5) Five months since the case has been here at the Third District (August 29, 2019) The reply brief was filed December 24, 2019. Appellee is still at the house. The trial court did not give the (10) Ten day advance notice that it was considering one of the motions for summary judgment that is a bright line rule (bright line test) that is mandatory, obligatory, compulsory that applies to all litigants, the language gives the trial court no discretion in this matter and it is commanded by authority. Most sales can be reversed if they violated the law. Appellant's father was under the influence of opioid prescription narcotic drugs and senile dementia. Appellant Luis A. Soro is the owner on record that has paid for the house in full and Appellee Lopez is prohibiting Appellant the use of the property at 2402 Alton Road Miami Beach, Florida 33140. A forged deed is void from the start and cannot ever be revived. Purchaser never had title in the first place. Appellant put down the \$10,000 (Ten Thousand) down payment from his bank account on May 26, 1978 and paid \$100 per month of the \$302 mortgage note for a house that would be his at some time in the future. A quit claim deed merely transfers ownership. The Trial court misapplied contractual terms at issue. During the lease period, the renter has exclusive rights to purchase the home and it can not be sold to another party. Appellee Lopez has an invalid contract that is not able to be enforceable simply because the terms of the contract are illegal and having no binding force. It is actually not there at all signed by an 87 year old under the influence of opioid medication, senile dementia and Alzheimer's disease. Appellee did not have an arms-length transaction with my father that was very ill on opioid drugs. Pennzoil v. Texaco INC. 401 U.S. 1 (1987)

my family and I resided at 2402 Alton Road, beginning June 01, 1978 per my 2014 Texaco SWC, 401 US, 1 (1987)

The mortgage payment was \$302 per month of which I paid \$100 and my brother Carlos Luis Soro paid \$100, my parents paid \$102 and qualify for the loan, and took the tax write off.

Being a Realtor, and attending seminars and conferences headed by real estate investors, lawyers, and guest speakers as part of my training, all of them started drilling the attendees that in America every thing should be in writing as proof of an agreement, and avoid misunderstandings in the communication some time in the future.

Based on those seminars and conferences I asked my parents to sign a Residential Lease with option to buy 2402 Alton Road to protect my investment, on June 27, 1978. A total of (7) seven separate and different lease with option to buy signed. my investment grew over the years as I bought (3) stoves (4) refrigerators, (5) dish washers, (5) clothes washers (15) air conditioners in a period of 30 years plus, 4 water heaters.

I Luis A. Soro spent thousands and thousands and more thousands of dollars fixing the property that would one day be mine. 2402 needed a lot of work, and still does.

I had 2 of the bathrooms remodeled, changed the complete form of the kitchen, 2 driveways 50 feet long and the front driveway, remodeled the front structure of the house, sanded and polyurethaned all the wood floors on both the first and second floor, changed the electricity from fuses to circuit breakers. Accordion Hurricane shutters for all windows on the second floor. Painted the house (5) times in the interior (4) times outside. Drapes, shades, valances for the interior, and many many, many more improvements.

On February 26, 2011 my Honorable Mother died at the age of 85 years old, leaving my 87 year old father Jose Luis Soro that was ill with dementia and Alzheimer's disease in a depression state, and under narcotic medication.

Jose Luis Soro was manipulated and tricked into selling a million dollar house for \$430,000 without an open house or advertising of any type, (4) days after it was listed, that he did not own as he and his wife Maria Diana Soro had sold and had been paid in full on March, 01, 1993 by the Plaintiff/Appellant and son Luis Alberto Soro. The rush sale was done to avoid complications from the prior sale to the plaintiff and leaving the defendant stuck in the middle. CAVEAT EMPTOR. The Appellant/Plaintiff Luis A. Soro had tied up the property with his Residential lease, contract for deed, lease with option to buy for his financial gains without increasing his property tax liability based on the \$46,000 purchase price of which he had provided \$10,000 for the down payment from his account at The Bank of Key Biscayne, for closing, over a period of 30 years plus Appellant saved thousands of dollars in property taxes by keeping his home in parents name.

The Deed for the property at 2402 Alton Road Miami Beach, Florida 33140 is on hold pending the resolution and decision from this court for a house that has been paid in full to the owners since March 01, 1993. This is (26) TWENTY SIX years prior to the sworn to AND SUBSCRIBED AFFIDAVIT of Pedro Lopez before the Notary Public, State of Florida that has a commission # GC 126835 that expires July 27, 2021 of Alexandria Garcia and is bonded thru Notary Public Underwriters that personally known: on July 24, 2019 witnessed Defendant Pedro Lopez sign his AFFIDAVIT and claims that he paid Jose Luis Soro \$430,000, on July 11, 2011, for a house that had been sold many many years before to plaintiff. CFN 2019 R0201757 Book 31385 (CAVEAT EMPTOR) 31385 pages 4207-4215 (9 pages) Recorded April 01, 2019 Clerk of Court Miami-Dade County, Florida. (CAVEAT EMPTOR)

The Deed Plaintiff filed on April 01, 2019, dates back to August 01, 2004 when both of Plaintiff's parents signed the Residential Lease with option to buy "AS IS" that had been paid in full. Lot 11 Block 13 of Sunset Lake SUBDIVISION plat book 8 at page 52, Public Records of Dade County, Florida a/k/a 2402 Alton Road Miami Beach, Florida 33140. CAVEAT EMPTOR PENNZOIL V. TEXACO INC. 481 U.S. 1 (1987) Appellee has never had title to the property in the first place and must be removed. It is in the public interest the Appellant's property rights and binding contract to buy the property "AS IS" that has been paid in full with his parents and legal owners of 2402 Alton Road be respected that has been recorded with the clerk of courts Miami-Dade County Florida. (CAVEAT EMPTOR) Pennzoil v. Texaco INC. 481 U.S. 1 (1987).

Luis A. Soro put up the \$10,000 dollar deposit down payment from his checking and savings accounts at closing on May 26, 1978. While the recording of the quit claim deed makes the transfer official in the public records, it is not required re condation in order for it to be valid

Luis A. Soro has a Residential Lease with option to buy "AS-IS" and has paid \$130,000 to the owners on record of August 01, 2004. The payment was in full as the contract on record implies. CAVEAT EMPTOR II plaintiff used his parents as straw buyers for 2402 Alton Road because at 22 years of age, did not qualify for a mortgage in 1978.

Pedro J. Lopez and his wife Kristin Szolis where both told that plaintiff was the owner of the property on a number of different occasions posing as renters, and asking in formation on Appellant's house with for rent signs placed on the front yard with a permit from the city of Miami Beach to place the signs

on August 01, 2004 the owners of Lot 11, Block 13 of Sunset Lake subdivision plat Book 8 at page 52 Public Records, of Dade County, Florida a/k/a 2402 Alton Road Miami Beach, Florida 33140 gave their oldest son a 15 year lease to transfer title, exhibit " " (CAVEAT EMPTOR) Plaintiff's home had a very low tax base due to the \$46,000 purchase price of May 26, 1978, and did not want to disturb the tax assessment. A Deed was requested and filed on April 01, 2019 with the clerk of courts Miami-Dade County, Florida at a cost of \$12400, base on his contract with Jose Luis and Maria Digna Soro husband and wife, his parents exhibit " " Plaintiff has a contract for deed with the owners of the property that must be exercised before August 31, 2019, it is a valid contract.

Defendant Lopez claims the lawsuit seeking to evict him from the property were filed and designed to harass and intimidate him. (CAVEAT EMPTOR) Lopez does not have any right to be living in the property owned outright by Appellant. Defendant Lopez claims the lawsuit seeking eviction

have inflicted emotional distress on Lopez, his wife and his family. (CAVEAT EMPTOR) This is all an act, bogus. This is an eviction/rejection case and Lopez must be removed. Plaintiff's eviction lawsuit to remove Lopez, his wife and his family were filed with the only purpose to legally remove him from the house that plaintiff owns and has paid in full, many many years before Lopez parachuted into the scene. Lopez's Answers are a complete farce and a sham. Pennzoil v. Texaco INC. 401 U.S. 1 (1987)

Defendant Lopez and his wife Solis were both told by the Plaintiff that the house at 2402 Alton Road had been sold many years before to the Plaintiff. The house was not for sale at the time and they should turn around and keep walking. (CAVEAT EMPTOR) no due diligence was needed, to evaluate potential liabilities. Lopez knew.

Defendant Lopez motion TO DETERMINE RENT IS only to prevent the inevitable: eviction from plaintiff's house that is paid in full, Lopez's is feigning, Lopez is a scam artist that preyed on a sick senior citizen deliberately, for his financial gain, and must be removed from Appellant's house. It is in the public interest the Plaintiff's property rights and binding contract with his parents and legal owners of 2402 Alton Road be respected that have been recorded with the clerk of courts MIAMI-DADE COUNTY FLORIDA. (CAVEAT EMPTOR) Exhibit " " Pennzoil v. Texaco INC. 401 U.S. 1 (1987) CFN 2019 ROZ01757 BK 31385 pages 4207-4215 (9 pages)

Plaintiff has the original blue ink lease with option to buy "as is" dated August 01, 2004 that has been paid in full and giving him until August 31, 2019 to exercise the option.

Legally valid contracts must contain two elements:

- a. All parties must agree about an offer made by one party and accepted by the other.
- b. something of value must be exchanged for something else of value. Plaintiff has paid for the house in full.

Plaintiff's father Jose Luis Soro suffered from Alzheimer's disease with dementia that had lost much of the ability to exist in our universe and abused by Defendant Pedro Lopez, that offered to buy a million dollar plus house for \$430,000 that had already been sold and paid for by the plaintiff. (CAVEAT EMPTOR)

plaintiff's father was a highly-skilled professional electrical engineer (PE) with over ten (10) years of university studies and degrees, that on July 11, 2011 did not know if he had a fist full of hundreds or dollar bills due to his dementia and Alzheimer's and taken advantage of by Defendant Pedro Lopez, and this was not an arms-length transaction with my very ill father on opioid drugs.

Defendant has Title Insurance that protects him against lost or damage occurring from defects in the title or actual ownership of a property that had already been sold and paid for in full by plaintiff. In the real world every courthouse likely has forged deeds on record that have effectively conveyed interest.

Defendant bought a house from a person that had sold the house to another person and was fully informed by plaintiff personally that he was the owner living at the house. (CAVEAT EMPTOR) The seller can't just scrap your deal and sell to someone else if a better offer comes along. The seller must perform their contractual obligations to buyer.

Defendant was fully briefed of the potential liability and foreseeable title issues by plaintiff and the delicate situation of the mental health experiences of dementia and Alzheimer's disease his father was exhibiting and the fact that the house had been sold and bought many years before, and was not for sale at the present time. The Defendant Pedro Lopez is a con man

Plaintiff has raised many meritorious claims to continue with his civil case to evict Defendant from this property that is paid in full since 1993.

Plaintiff has exercised due diligence in seeking to set aside the default judgment, and made the court immediately aware, of the situation.

This Default Judgment is a violation of Plaintiff's due process rights and should be set aside.

Plaintiff has mounted a full-throated eviction case, to have the Appellee ousted, removed, ejected from Appellant Soro's property. The Deed for the property at 2402 Alton Road Miami Beach, Florida 33140 is on hold pending the resolution and decision from this court for a house that has been paid in full to the owners since March 01, 1993. This is ~~(26)~~ TWENTY SIX years prior to the sworn to AND SUBSCRIBED AFFIDAVIT of Pedro Lopez before the Notary Public, State of Florida that has a commission # GC126835 that expires July 27, 2021 of Alexandria Garcia and is bonded thru Notary Public Underwriters that personally known: on July 24, 2019 witnessed Defendant Pedro Lopez sign his AFFIDAVIT, and claims that he paid Jose Luis Soro \$430,000, on July 11, 2011, for a house that had been sold many, many years before to Plaintiff/Appellant and Lopez was told. (CAVEAT EMPTOR) This Appellant saved thousands of dollars in property taxes by keeping the property in his parents names that benefited from save our homes which limited the annual tax assessed value to a 3% increase from the year in which the property became homestead.

The Deed Plaintiff filed on April 01, 2019, dates back to August 01, 2004 when both of Plaintiff's parents signed the Residential Lease with option to buy "As is" that had been paid in full. Lot 11 Block 13 of Sunset Lake Subdivision plat book 8 at page 52, Public Records of Dade County, Florida a/k/a 2402 Alton Road Miami Beach, Florida 33140. CAVEAT EMPTOR PENNZOIL V. TEXACO INC. 481 U.S. 1 (1987) (BK 31385 Pgs 4207-4215) CFN 20190201757.

It is in the public interest the Appellant's property rights and binding contract to buy the property "As is" that has been paid in full with his parents and legal owners of 2402 Alton Road be respected that has been recorded with the clerk of courts Miami-Dade County Florida. (CAVEAT EMPTOR) PENNZOIL V. TEXACO INC. 481 U.S. 1 (1987).

with his Residential lease with option to buy that has been paid in full to the owners Jose Luis and Maria Diana Soro of 2402 Alton Road / Lot 11 Block 13 of Sunset Lake subdivision plat Book 8 at page 52 public records of Dade county, Florida. Luis A. Soro went to the clerk's office and paid \$124.00 to record the deed for the house that he is the undisputed owner of, on April 01, 2019. (CAVEAT EMPTOR)

Pedro J. Lopez and his family have cost this Appellant-plaintiff an uncalculable amount of damages and have deprived him the use of this house that has been paid in full, for his needs and enjoyments of his family.

Appellee Pedro J. Lopez is using the appliances that Appellant plaintiff has paid for in full, with his credit cards.

The foregoing actions of Defendant/Appellee Pedro J. Lopez have also inflicted emotional distress on Appellant/Plaintiff. I Luis A. Soro have an ongoing and active concern that Pedro Lopez will continue his frivolous challenges to my ownership of Lot 11 Block 13 of Sunset Lake subdivision plat Book 8 at page 52 public records of Dade county, Florida that has been paid in full to the owners. (CAVEAT EMPTOR)

Appellee Pedro Lopez bought a house from an owner that had sold the property to his oldest son Luis A. Soro and had been paid in full for the house, that he had received the \$10,000 down payment in 1978. (CAVEAT EMPTOR) The rushed sale was done and pushed forward to prevent problems from the previous sale to the plaintiff and Lopez thought he was getting away with the steal of the century.

Appellee Pedro Lopez is impairing my ability to enjoy my house at 2402 Alton Road that I Luis A. Soro have paid in full since March 01, 1993. That is (18) eighteen years before Lopez parachuted in to the picture and abused of a very ill senior citizen for his financial gain. Lopez's wife is the secretary to Lawyer Michael Hoffman in this case, that works in his daddy's office on the second floor room 201.

Plaintiff/Appellant acknowledges that the owners of the house at 2402 Alton Road have given him until August 31, 2019 to exercise option to buy, that has been paid in full. Luis A. Soro owns the house free & clear and desires to live in this property with his family now.

Plaintiff/Appellant acknowledges that the tenant-owner must transfer title into his name or who ever he assigns on or before August 31, 2019. On April 01, 2019 plaintiff paid \$124.00 to record the deed with the clerk that is on hold pending the decision and conclusion of the instant case, to remove Appellee Lopez.

Appellee/Defendant claims the lawsuit to evict/eject (ejectment) were filed and designed to harass and intimidate him, when in fact the only purpose is to legally remove Lopez his wife and family from the property that this Plaintiff/Appellant owns out right and has paid for in full, (CAVEAT EMPTOR) since March 01, 1993.

REASONS FOR GRANTING THE PETITION

This is an eviction/ejection case to remove Appellee Lopez from the Appellant/owner's property that has been paid in Full since March 01, 1993 and the property is free and clear. Appellant filed a motion for summary judgment on August 09, 2019 (Friday) and filed an Amended motion on Monday August 12, 2019 that was never responded by Appellee.

When the issue on appeal is one strictly involving the application of Law to undisputed facts, the standard of review is de novo, and the lower court receives no deference. *Arsall v. Chase Home Fin. LLC*, 121 So.3d 511 (Fla 2013); *Boatman v. State*, 77 So.3d 1242 (Fla, 2011); *Insko v. State*, 969 So.2d 992 (Fla, 2007) *Allstate Ins. Co.*, 195 So3d at 611; *Bauer v. Resolution Tr. Corp.*, 621 So 2d 521, 523 (Fla 1993. (CAVEAT EMPTOR)

This case should be reversed because the trial court did not give the (10) Ten day notice that it was considering summary judgment.

This 10 day has been interpreted by the courts as a 10 day advance notice that the court was considering summary judgment. This is an eviction/ejection case to remove Appellee from the house Appellant/owner has paid in Full to the owners.

This (10) ten day advance notice applies to all litigants. Appellant owns the property free and clear. This is undisputed, since March 01, 1993.

This (10) ten day advance notice is a Bright Line Rule, language gives the trial court no discretion in this matter. It is mandatory, compulsory, obligatory.

The purpose of a bright-line rule is to produce predictable and consistent results

in its application. The trial court did not provide Appellant a reasonable amount of time to respond to Appellee's motion for summary judgment. This rule is a clearly defined standard that is

composed of objective factors, which is commanded and leaves little or no room for varying interpretations, that the court can abuse.

Appellee is denying my parents last wish and will to have their oldest son live at the property and have their grand sons and great grand children come by their last home during the time they spent on planet earth, before their journey. To continue, Appellant/Plaintiff/owner Luis A. Soro

Respectfully moves this Honorable Court to INVOKE Jurisdiction in this eviction/ejection case to remove the Appellee Lopez, his wife/partner and his family from Appellant's property that has been paid in full \$130,000⁰⁰ on March 01, 1993. On April 01, 2019 this Appellant went to the clerk of court miami-Dade county, Florida at 13:04 to transfer title per his signed agreement for the house that Appellant had lived in since June 01, 1978. The recorded deed has the number 2019 R0201757 BK 31385 pages 4207-4215 (9 pages) that dates back to August 01, 2004. This Appellant wants to share 2402 Alton Road with his grandchildren and his children Doctor Luis A. Soro and Nicolas R. Soro that grew up at the house since they were born, and their wives. Appellee Lopez never had title to the house because it was a contract signed by a non-owner. The Appellee has never responded to Appellant's motion for summary judgment. The Appellant's father Jose Luis Soro was a very ill senior citizen that was under the influence of opioid prescription narcotic drugs that had senile dementia and Alzheimer's disease. During the lease period, the renter has exclusive right to purchase the home and it can not be sold to another party. Appellee Lopez has an invalid contract that is not enforceable simply because the terms of the contract are illegal and having no binding force. It is actually not there at all signed by an 87 year old that had sold the house and had been paid in full. As people age they forget things. In this case Appellant's father forgot that he had signed a prior contract for the property. In addition as people age, they are sometimes taken advantage of and do things against their will. Appellee Pedro Jose Lopez took a advantage of my very ill father for his financial gains. This court should not permit this abuse to happen in miami-Dade county, Florida to one of it's citizens. This Appellee Lopez is stuck in the middle as a third party bidder/offender with a contract that is invalid, not enforceable that must be null and void.

The Trial court was a gross abuse of discretion. On August 20, 2019, told the Judge Rebutin open court that on August 09, 2019, Friday Appellant had filed a motion for summary judgment, had filed his Affidavit signed before a notary Public, and had filed a motion to enlarge time to respond to Defendant's motion for summary judgment because Appellant was not served with the motion, the court had blocked access do to the motion being under redaction and the portal was not opening do to the redaction to view it's contents. The judge told this Appellant with a grin that it was all in the records. Moments later signed the final order granting Lopez for summary judgment. Exhibit 12 is stamped by the clerk but not in the docket. 30 day enlargement of time filed, was not granted not denied. Must be reversed. Error.

The Recorded deed that Plaintiff paid \$124.⁰⁰ to record in the instrument of the Miami-Dade county public Records appears as listed

on May 02, 2019 Plaintiff filed the instant lawsuit seeking to evict/eject Defendant Pedro Lopez from Plaintiff's house that has been paid in full since March 01, 1993. CAVEAT EMPTOR Appellee did not have an arms-length transaction with my very ill father.

Plaintiff has completed the recording of his instrument with the clerk of courts. Now all he needs is the court to evict/eject Pedro Lopez of the house that Plaintiff has bought outright from the owners on public Record on August 01, 2004. Appellee Lopez has never had title to the property in the first place.

MEMORANDUM OF LAW

A. Summary Judgment standard

Under Florida law, summary judgment is appropriate where there are no material disputed facts, and the moving party is entitled to judgment as a matter of law. Fla. R. Civ. P. 1.510; Ho Talcott, 191 So. 2d 40 (Fla 1966). Once the moving party has tendered support the motion and establish the non existence of material facts, the burden shifts to the non moving party to come forward with evidence to show a genuine issue of material facts exists. Hicks v. Hoaglan 953 So. 2d 695, 697 (Fla 5th DCA 2007). Conclusory and unsupported allegations or statements are not sufficient to defeat a motion for summary judgment. Wilderremma v. Portolio Recovery Associates LLC, 972 So. 2d 239 (Fla. 3d DCA 2007). Appellee did not have an arms-length transaction with my very ill father on opioid drugs.

B. Luis A. Sero is ENTITLED to summary judgment on The Eviction/Ejectment complaint, house paid in full.

The elements of an ejectment are: "that (1) plaintiff has title to the land (2) plaintiff has been wrongfully dispossessed or ousted and (3) the plaintiff has suffered damages." The seller can't just scrap your deal and sell the property to someone else, if a better offer comes along. No contract occurs until valuable consideration changes hands. In this case the house was paid in full on March 01, 1993, \$130,000.⁰⁰

my family and I resided at 2402 Alton Road,
beginning June 01, 1978

The mortgage payment was \$302 per month of which I paid \$100 and my brother Carlos Luis Soro paid \$100, my parents paid \$102 and qualify for the loan, and took the tax write off.

Being a Realtor, and attending seminars and conferences headed by real estate investors, lawyers, and guest speakers as part of my training, all of them started drilling the attendees that in America every thing should be in writing as proof of an agreement and avoid misunderstandings in the communication some time in the future.

Based on those seminars and conferences I asked my parents to sign a Residential Lease with option to buy 2402 Alton Road to protect my investment, on June 27, 1978. A total of (7) seven separate and different lease with option to buy signed. my investment grew over the years as I bought (3) stoves

(4) refrigerators, (5) dish washers, (5) clothes washers (15) air conditioners in a period of 30 years plus. Water heaters

I Luis A. Soro spent thousands and thousands and more thousands of dollars fixing the property that would one day be mine. 2402 needed a lot of work, and still does.

I had 2 of the bathrooms remodeled, changed the complete form of the kitchen, 2 driveways 50 feet long and the front driveway, remodeled the front structure of the house, sanded and polyurethaned all the wood floors on both the first and second floor, changed the electricity from fuses to circuit breakers. Accordion Hurricane shutters for all windows on the second floor. Painted the house (5) times in the interior (4) times outside. Drapes, shades, valances for the interior, and many many, many more improvements.

On February 26, 2011 my Honorable Mother died at the age of 85 years old, leaving my 87 year old father Jose Luis Soro that was ill with dementia and Alzheimer's disease in a depression state, and under narcotic medication.

Jose Luis Soro was manipulated and tricked into selling a million dollar house for \$430,000 without an open house or advertising of any type, (4) days after it was listed, that he did not own as he and his wife Maria Digna Soro had sold and had been paid in full on March, 01, 1993 by the Plaintiff/Appellant and son Luis Alberto Soro. The rush sale was done to avoid complications from the prior sale to the plaintiff and leaving the defendant stuck in the middle. CAVEAT EMPTOR.

The Appellant/Plaintiff Luis A. Soro had tied up the property with his Residential lease, contract for deed, lease with option to buy for his financial gains without increasing his property tax liability based on the \$46,000 purchase price of which he had provided \$10,000 for the down payment from his account at The Bank of Key Biscayne, for closing. over a period of 30 years plus Appellant saved thousands of dollars in property taxes by keeping his home in parents name.

on August 01, 2004 the owners of Lot 11, Block 13 of Sunset Lake subdivision plat Book 8 at page 52 Public Records, of Dade county, Florida a/k/a 2402 Alton Road Miami Beach, Florida 33140 gave their oldest son a 15 year lease to transfer title. exhibit "A" (CAVEAT EMPTOR)

A Deed was requested and Filed on April 01, 2019 with the clerk of courts Miami-Dade county, Florida at a cost of \$124.00, base on his contract with Jose Luis and maria digna soro husband and wife, his parents exhibit "A"

Defendant Lopez claims the lawsuit seeking to evict him from the property were Filed and designed to harass and intimidate him. (CAVEAT EMPTOR)

Defendant Lopez claims the lawsuit seeking eviction have in Elicted emotional distress on Lopez, his wife and his family. (CAVEAT EMPTOR) this is all an act, bogus.

Plaintiff's eviction lawsuit to remove Lopez, his wife and his family were Filed with the only purpose to legally remove him from the house that plaintiff owns and has paid in full, many many years before Lopez parachuted into the scene. Lopez's Answer are a complete farce and a sham.

Defendant Lopez and his wife ~~solis~~ were both told by the Plaintiff that the house at 2402 Alton Road had been sold many years before to the Plaintiff. The house was not for sale at the time and the should turn around and keep walking. (CAVEAT EMPTOR)

Defendant Lopez motion TO DETERMINE RENT IS only to prevent the inevitable: eviction from plaintiff's house that is paid in full, Lopez's is feigning, Lopez is scam artist that preyed on a sick senior citizen deliberately.

It is in the public interest the Plaintiff's property rights and binding contract with his parents and legal owners of 2402 Alton Road be respected that have been recorded with the clerk of courts MIAMI-DADE COUNTY FLORIDA. (CAVEAT EMPTOR) exhibit "B"

Plaintiff has the original blue ink lease with option to buy "as is" dated August 01, 2004 that has been paid in full and giving him until August 31, 2019 to exercise the option.

Legally valid contracts must contain two elements:

- a. All parties must agree about an offer made by one party and accepted by the other.
- b. something of value must be exchanged for something else of value. Plaintiff has paid for the house in full.

Plaintiff's father Jose Luis Soro suffered from Alzheimer's disease with dementia that had lost much of the ability to exist in our universe and abused by Defendant Pedro Lopez, that offered to buy a million dollar plus house for \$430,000 that had already been sold and paid for by the plaintiff. (CAVEAT EMPTOR)

plaintiff's father was a highly-skilled professional electrical engineer (PE) with over ten (10) years of university studies and degrees, that on July 11, 2011 did not know if he had a fist full of hundreds or dollar bills due to his dementia and Alzheimer's and taken advantage of by Defendant Pedro Lopez.

Defendant has Title Insurance that protects him against lost or damage occurring from defects in the title or actual ownership of a property that had already been sold and paid for in full by plaintiff. In the real world every courthouse likely has forged deeds on record that have effectively conveyed interest.

Defendant bought a house from a seller that had sold the house to another person and was fully informed by plaintiff personally that he was the owner living at the house. (CAVEAT EMPTOR) The seller can't just scrap your deal and sell to someone else if a better offer come along. The seller must perform their contractual obligations to buyer.

Defendant was fully briefed of the potential liability and foreseeable title issues by plaintiff and the delicate situation of the mental health experiences of dementia and Alzheimer's disease his father was exhibiting and the fact that the house had been sold and bought many years before, and was not for sale at the present time. The Defendant Pedro Lopez is a con man

Luis A. Soro is the owner of the property that was paid in full to the owners of record on March 01, 1993. Pedro Lopez is prohibiting Plaintiff the use of the property at 2402 Alton Road, Miami Beach, Florida 33140.

Luis A. Soro made and offered to buy the property that was accepted by the owner of record Ida Denmark in February 1978. That is over (60) forty years ago. Paid the deposit of \$10,000 from his personal accounts and 1/3 of the mortgage payment every month until it was paid, for the house that would be his in the future. *Valderama v. Portfolio Associates LLC.*

Luis A. Soro put up the \$10,000 dollar deposit down payment from his checking and savings accounts at closing on May 26, 1978. Plaintiff received his very first sales commission of \$690 from his purchase of 2402 Alton Road on May 26, 1978. *HO Talcott, 19150. 2d 40 (Fla 1966)*

Luis A. Soro has a Residential Lease with option to buy "AS-IS" and has paid \$130,000 to the owners on record of August 01, 2004. The payment was in full as the contract on record implies. *CAVEAT EMPTOR!!* Plaintiff used his parents as straw buyers for 2402 Alton Road because at 22 years of age, did not qualify for a mortgage in 1978.

Pedro J. Lopez has never paid Luis A. Soro a dollar since he has been living in Plaintiff's house and using all of his appliances that were bought at Sears and Best Buy and Brandsmart using his credit cards. Lopez bought a house from Plaintiff's straw owner because he did not qualify for a mortgage at 22 years old and Plaintiff informed Lopez and Szolis on a number of occasions of the situation and circumstances at 2402 Alton Road.

Pedro J. Lopez and his wife Kristin Szolis where both told that Plaintiff was the owner of the property on a number of different occasions posing as renters. The house was not for sale and only partially for rent. Lopez and wife Szolis wanted to take advantage of a very ill senior citizen, that had lost his wife of 57 years only a number of days before making an offer to a non-owner, of the house.

- a. whereby, the court should enter Summary Judgment on count 1 to the eviction/ejection of the Defendant Pedro Lopez, his wife and his family that have residing at the property owned free and clear and paid in full to the owners on public records in Miami-Dade County Florida as of August 01, 2004 Jose Luis and Maria Digna Soro husband and wife and the parents of Plaintiff Luis A. SORO. *CAVEAT EMPTOR!!* one example of the abuse that Jose Luis Soro encountered with the sale of 2402 Alton Road that he had sold many years prior to his oldest son that had provided the \$10,000 down payment and 1/3 of the monthly payment the listing read: Description in 2011 and 1/3 of the monthly payment the listing read: Description in 2011 "1920's Spanish style home awaiting its next owner, with large rooms a huge kitchen and windows all around this has the potential to be a true Miami Beach gem, most homes of this era, style and size are selling and have sold for considerably more... at this price it will not last, please do not disturb the owners. The abuse Plaintiff's father suffered is at most gargantuan. Houses in this area sold for millions of dollars, in the year 2011."

indeed, "[s]imply because both sides move for summary judgment does not mean the court is required to grant one of the motions." *Spear v. Martin*, 330 So. 2d 543, 544 (Fla. 4th DCA 1976) (holding that if disputed issues exist as to any material fact a summary judgment should not be granted). Yet that is what happened here. Moreover, following the grant of summary judgment in favor of Lopez, the trial court improperly denied the post-judgment motions for reconsideration or relief from the judgment where [disputed material] issues of fact exist, that both parties filed motions for summary judgment claiming the nonexistence of those facts will not entitle the court to decide such issues without a trial." *Daniel Laurent, Inc. v. Coral Television Corp.*, 431 So. 2d 1047, 1048 (Fla. 3d DCA 1993). However, this analysis did not address the disputed facts precluding summary judgment in favor of Appellant Luis A. Soro. Instead, the trial court appear to have simply granted one motion for summary judgment because he denied the other.

To the contrary, even if this court affirms the trial court's denial of summary judgment to Appellant which argue would be an incorrect result—numerous disputed issues of fact still preclude the granting of summary judgment to Lopez. Cross-motions for summary judgment motions should be considered independently, and any weakness in one motion should not be counted for (or against) the other motion. To continue the trial court did not provide plaintiff/Appellant the (10) Ten day notice that it was considering summary judgment in this case. The courts have interpreted this as a 10 day advance notice that the court was considering summary judgment. This is a bright line rule. This is a clearly defined rule or standard composed of objective factors, which leaves little or no room for varying interpretations. The purpose of a bright-line rule is to produce predictable and consistent results in its application. This rule applies to all litigants. The rule language gives the trial court no discretion in this matter; it is mandatory. The court did not provide Appellant a reasonable amount of time to respond to Appellee's motion for summary judgment, in this eviction/ejectment case to remove the Appellee from the property Appellant Luis A. Soro owns outright that has been paid in full since March 01, 1993. The owners accepted \$130,000 as full payment for the property that Appellant lived in since 1978 and has spent thousands and thousands of dollars repairing and improving the property that would one day be his free and clear to enjoy with his family. (CAVEAT EMPTOR)

I. BECAUSE THE NOTE HAS BEEN SATISFIED

THE PLAINTIFF LUIS A. SORO IS THE OWNER OF THE PROPERTY THAT IS FREE AND CLEAR SINCE MARCH 01, 1993 AND HAS NO FURTHER LIABILITY TO THE PROPERTY OWNERS AND SUMMARY JUDGMENT SHOULD BE GRANTED IN HIS FAVOR AND AGAINST THE APPELLEE LOPEZ.

As set forth above the property with a value of \$130,000 in 1993 has been paid in full, to the owners on public Record in Dade-County Florida since 1978.

my investment grew over the years as I bought (3) stoves (4) refrigerators, (5) dish washers, (5) clothes washers (15) air conditioners in a period of 30 years plus.

I Luis A. Soro spent thousands and thousands and more thousands of dollars fixing the property that would one day be mine. 2402 needed a lot of work, and still does.

I had 2 of the bathrooms remodeled, changed the complete form of the kitchen, 2 driveways 50 feet long and the front driveway, remodeled the front structure of the house, sanded and polyurethaned all the wood floors on both the first and second floor, changed the electricity from fuses to circuit breakers, Accordion Hurricane shutters for all windows on the second floor. Painted the house (5) times in the interior (4) times outside. Drapes, shades, valances for the interior, and many many, many more improvements.

On February 26, 2011 my Honorable Mother died at the age of 85 years old, leaving my 87 year old father Jose Luis Soro that was ill with dementia and Alzheimer's disease in a depression state, and under narcotic medication.

Jose Luis Soro was manipulated and tricked into selling a million dollar house for \$430,000 without an open house or advertising of any type, (4) days after it was listed, that he did not own as he and his wife Maria Digna Soro had sold and had been paid in full on March, 01, 1993 by the Plaintiff/Appellant and son Luis Alberto Soro. The rush sale was done to avoid complications from the prior sale to the plaintiff and leaving the defendant stuck in the middle. CAVEAT EMPTOR. The Appellant/Plaintiff Luis A. Soro had tied up the property with his Residential lease, contract for deed, lease with option to buy for his financial gains without increasing his property tax liability based on the \$46,000 purchase price of which he had provided \$10,000 for the down payment from his account at The Bank of Key Biscayne, for closing.

Plaintiff has the original blue ink lease with option to buy "as is" dated August 01, 2004 that has been paid in full and giving him until August 31, 2019 to exercise the option. Plaintiff had tied up the property for his financial gains without increasing his property tax liability. Legally valid contracts must contain two elements:

a. All parties must agree about an offer made by one party and accepted by the other. Plaintiff bought an option contract from the seller and paid for it in full.

b. something of value must be exchanged for something else of value. Plaintiff has paid for the house in full. Plaintiff is the undisputed owner, Defendant gave him nothing

Plaintiff's father Jose Luis Soro suffered from Alzheimer's disease with dementia that had lost much of the ability to exist in our universe and abused by Defendant Pedro Lopez, that offered to buy a million dollar plus house for \$430,000 that had already been sold and paid for by the plaintiff. (CAVEAT EMPTOR)

plaintiff's father was a highly-skilled professional electrical engineer (PE) with over ten (10) years of university studies and degrees, that on July 11, 2011 did not know if he had a fist full of hundreds or dollar bills due to his dementia and Alzheimer's and taken advantage of by Defendant Pedro Lopez, for his financial gain.

Defendant has title insurance that protects him against lost or damage occurring from defects in the title or actual ownership of a property that had already been sold and paid for in full by plaintiff. Johnson v. Davis 480 So. 2d 625 (Fla 1985)

Defendant bought a house from a seller that had sold the house to another person and was fully informed by plaintiff personally that he was the owner living at the house. (CAVEAT EMPTOR) Pennzoil v. Texaco Inc. 481 U.S. 1 (1987)

Defendant was fully briefed of the potential liability and foreseeable title issues by plaintiff and the delicate situation of the mental health experiences of dementia and Alzheimer's disease his father was exhibiting and the fact that the house had been sold and bought many years before, and was not for sale at the present time. The Defendant Pedro Lopez is a con man.

in fact this Plaintiff/Appellant owner of 2402 Alton Road
filed with the court in both cases #19-0231 and case #19-16697

The sale and contract to sell 2402 Alton Road to Defendant Pedro J. Lopez must be rendered null and void. Pedro J. Lopez took advantage of a very ill senior citizen for his financial gains. The property had been paid in full many years prior to the Lopez acquisition of 2402 Alton Road on July 11, 2011, by the plaintiff and son of the owners Luis A. Soro.

Plaintiff was living at the property and did not need the 5 bedroom 4 bathroom house for himself and was short on money. Luis Soro went to city Hall and paid the \$5 registration fee to place a For Rent sign in the Front Yard. Lopez and Szolis the wife of Pedro Lopez and secretary to a attorney Michael Hoffmann in the instant case working in his daddy's office, would stop at 2402 Alton posing as potential renters on a number of different occasions. On one of those stops Szolis told Plaintiff that she worked for lawyers in an office in Miami. Both Lopez and Szolis were told by this plaintiff that the house was only partially for rent. It was not for sale at the present time. She and Lopez were warned of liability and foreseeable title issues as the Plaintiff was the owner and had paid the father in full for the house, and that his mother had died a number of weeks before.
(CAVEAT EMPTOR)

Furthermore the trial court did not provide Appellant a reasonable amount of time to respond to Appellee's motion for summary judgment in this eviction/ejectment case to remove Appellee from Appellant's property that has been paid in full and is free and clear since 1993. The trial court did not provide this Plaintiff/Appellant/owner the (10) Ten day notice that it was considering summary judgment in this case. The courts have interpreted this as a (10) Ten day advance notice that the court was considering a litigant's motion for summary judgment in a case.

II. SUMMARY JUDGMENT SHOULD HAVE BEEN ENTERED IN APPELLANT'S FAVOR BECAUSE HE IS THE PROPERTY OWNER, PAID IN FULL SINCE MARCH 01, 1993 TO THE OWNERS OF PUBLIC RECORD JOSE LUIS AND MARIA DIGNA SORO HUSBAND AND WIFE SINCE 1954, HIS PARENTS (CAVEATEMPTOR)

The primary relief sought in this Appeal is the reversal of the judgment entered against Luis A. Soro. As explained above the trial court did not provide the Appellant the (10) Ten day notice that it was considering summary Judgment in this case. The Appellant's motion for summary Judgment should have been granted as he is the owner of the property that has been paid in full since March 01, 1993 and the Appellee Lopez and his partner/wife Szolis were told on a number of occasions of such, when they would stop by the house at 2402 Alton Road posing as potential renters due to the signs Appellant had placed in the front yard and paid for a permit from the city of Miami Beach to advertise and promote the availability for partial lease/rent of his house that he was living in since 1978. This Appellant told the pair that the house was not for sale at the time.

Lopez the Appellee could not establish it's cause of action against Appellant Luis A. Soro on summary Judgment that was filed in violation of the Bright line rule that is clearly a defined standard composed of objective factors which leaves little or no room for varying interpretation. The purpose of this Bright-line rule is to produce predictable and consistent results in its application. The (10) Ten day advance notice that the court was considering Appellee's summary Judgment is mandatory and it applies to all litigants. This Appellant was not given the required and compulsory notice of an advanced 10 days. Appellant filed his motion on August 09, 2019 and motion to Amend on August 12, 2019 (Monday) should this court reverse the trial court's grant of summary judgment, it will then have to decide whether to remand this matter for trial or to grant summary Judgment in favor of Appellant/owner Luis A. Soro. Luis A. Soro argue that this court should grant summary Judgment in his favor, although he is prepared to defend him self at trial should this court deem necessary.

When the issue on appeal is one strictly involving the application of law to undisputed facts, the standard of review is de novo, and the lower court receives no deference. *Arsall v. Chase Home Fin. LLC* 121 So.3d 511 (Fla 2013). *Boatman v. State*, 77 So.3d 1242 (Fla, 2011); *Trusko v. State*, 969 So.2d 992 (Fla, 2007) Appellee never responded to Appellant's motion for summary judgment and Amended on August 12, 2019.

This case should be reversed because the trial court did not give the (10) ten day notice that it was considering summary judgment.

This 10 day has been interpreted by the courts as a 10 day advance notice that the court was considering summary judgment. This is an eviction/ejectment case to remove Appellee from the house Appellant/owner has paid in full to the owners

This (10) ten day advance notice applies to all litigants. Appellant owns the property free and clear

This (10) ten day advance notice is a Bright Line Rule language gives the trial court no discretion in this matter. it is mandatory Appellant filed his motion for summary judgment on Friday August 09, 2019 and amended on 8-12-2019. The purpose of a bright-line rule is to produce predictable and consistent results in its application. The trial court did not provide Appellant a reasonable amount of time to respond to Appellee's motion for summary judgment. This Rule is a clearly defined standard composed of objective factors, which leaves little or no room for varying interpretations

This case also involves perjury by the Appellee's Lawyer Michael S. Hoffman Florida Bar No. 41164. The Appellee's wife-partner Kristen Szolis and the computer manager Richard Cogswell at Hoffman Larin & Agnelli

The Trio made false testimony that is material to the proceeding before the judge under oath.

Under Florida law, summary judgment is appropriate where there are no material disputed facts, and the moving party is entitled to judgment as a matter of law. Fla. R. Civ. P. 1.510; Ho Talcott, 191 So. 2d 40 (Fla 1966). Once the moving has tendered support the motion and establish the non existence of material facts, the burden shifts to the non moving party to come forward with evidence to show a genuine issue of material facts exists. Hicks v. Hoogan 953 So. 2d 695, 697 (Fla 5th DCA 2007). Conclusory and unsupported allegations or statements are not sufficient to defeat a motion for Summary judgment. Valderamma v. Pent Folio Recovery Associates, LLC, 972 So 2d 239 (Fla, 3d DCA 2007).

Luis A. Soro is ENTITLED to Summary Judgment on The Eviction/Ejectment complaint. Appellee Lopez has never responded to Appellant's motion for summary judgment. The elements of an ejectment are: "that (1) plaintiff has title to the land (2) plaintiff has been wrongfully dispossessed or ousted and (3) the plaintiff has suffered damages." Appellant filed his motion for summary judgment on Friday August 09, 2019 and a motion to Amend on Monday August 12, 2019.

Luis A. Soro is the owner of the property that was paid in full to the owners of record on March 01, 1993. Pedro Lopez is prohibiting Plaintiff the use of the property at 2402 Alton Road, Miami Beach, Florida 33140.

Luis A. Soro made an offer to buy the property that was accepted by the owner of record Ida Denmark in February 1978. That is over (40) forty years ago. Llobk, LLC v. BHI 505 second AVE LLC, 241 So 3d 920, 922 (Fla 3d DCA 2018)

Luis A. Soro put up the \$10,000 dollar deposit down payment from his checking and savings account at closing on May 26, 1978.

Luis A. Soro has a Residential Lease with option to buy "AS-IS" and has paid \$130,000 to the owners on record of August 01, 2004. The payment was in full as the contract on record implies. CAVEAT emptor

plaintiff entered a contract with his mother and father Jose Luis Soro and Maria Digna Soro husband and wife to buy 2402 Afton Road for \$130,000 at a future date with the contract for deed, option to buy. on March 01, 1993 this plaintiff made his last payment to own the house free and clear. plaintiff owns the property free and clear.

on February 26, 2011 my Honorable mother Maria Digna died at the age of 85 years old leaving my father Jose Luis Soro alone after 57 years of marriage very ill with dementia and Alzheimers disease on the medication Namenda, in a state of depression. my father was also on morphine and under narcotic medication to alleviate the other health complications he had developed.
Davis v. Rex 876 So.2d 609, 612-13 (Fla. 4th DCA 2004)

This Defendant Pedro Jose Lopez was on a mission to steal the property from an elderly senior citizen for his financial gains despite the facts that plaintiff informed him that the property had been sold many years before and that it was paid in full to the owners on Miami-Dade county records since March 01, 1993. the Defendant is a man on a mission motivated by greed. Bauer v. Resolution Tr. Corp

Florida has a liberal policy of vacating defaults and default judgments because courts prefer to resolve a case based on its merits rather than on procedural mishap see rule 1.540(b).
Arberdeen at Ormond Beach L.P. 760 So.2d 126, 130 (Fla. 2000)

- a) Taylor v. Vitella, 850 So. 3d 1216, 1217 (Fla. 4th DCA 2009)
- b) N. Shore Hosp., INC. v. Barber 143 So. 2d 849, 853 (Fla. 1962)
- c) Household Finance Corp., III v. Mitchell, 51 So. 3d 1238 (Fla. 1st DCA 2011).
- d. Coquina Beach club condominium Ass's, INC. v. Wagner, 813 So. 2d 1061, 1064 (Fla. 2d DCA 2002).

Appellee Lopez has never responded to Appellant's motion for summary judgment filed on Friday August 09, 2019 and Amended on Monday 12, 2019.

Plaintiff Luis A. Soro incorporate his arguments above and ask this court to grant his summary judgment on all counts of the complaint to evict/eject Appellee from the property that Soro owns outright since March 01, 1993 and informed the Appellee on numerous occasions that he was the owner of the house and that it was not for sale at the time.

The Appellee Lopez bought a house that was sold to the Appellant Luis A. Soro many years prior to Lopez trying to take advantage of a very ill senior citizen on narcotic medication that had sold the property to Appellant and the owners and parents of Appellant had been paid in full on March 01, 1993, for the house that he had lived in since 1978.

Plaintiff has the original blue ink lease with option to buy "as is" dated August 01, 2004 that has been paid in full and giving him until August 31, 2019 to exercise the option. Plaintiff had tied up the property for his financial gains without increasing his property tax liability. Legally valid contracts must contain two elements:

a. All parties must agree about an offer made by one party and accepted by the other. Plaintiff bought an option contract from the seller and paid for it in full.

b. something of value must be exchanged for something else of value. Plaintiff has paid for the house in full. Plaintiff is the undisputed owner, Defendant gave him nothing.

Plaintiff's father Jose Luis Soro suffered from Alzheimer's disease with dementia that had lost much of the ability to exist in our universe and abused by Defendant Pedro Lopez, that offered to buy a million dollar plus house for \$430,000 that had already been sold and paid for by the plaintiff. (CAVEAT EMPTOR) DAVIS v. REX 876 So 2d 609,

plaintiff's father was a highly-skilled professional electrical engineer (PE) with over ten (10) years of university studies and degrees, that on July 11, 2011 did not know if he had a fist full of hundreds or dollar bills due to his dementia and Alzheimer's and taken advantage of by Defendant Pedro Lopez for his financial gain. Carpineta v. Shield 70 So. 2d 573, 574 (Fla. 1954)

Defendant has title insurance that protects him against lost or damage occurring from defects in the title or actual ownership of a property that had already been sold and paid for in full by plaintiff. Johnson v. Davis 480 So. 2d 625 (Fla. 1985) "LET THE BUYER BE AWARE" (CAVEAT EMPTOR)

III. THIS COURT SHOULD REVERSE THE FINAL JUDGMENT ENTERED ON LOPEZ'S MOTION FOR SUMMARY JUDGMENT BECAUSE THERE ARE DISPUTED MATERIAL FACTS AS TO THE UNDISPUTED FACTS THAT APPELLANT SORO HAS PAID FOR THE PROPERTY IN FULL TO THE OWNERS JOSE LUIS AND MARIA DIGNA SORO HUSBAND AND WIFE ON PUBLIC RECORD AND APPELLANT'S PARENTS THE NOTE HAS BEEN SATISFIED. PROPERTY IS FREE AND CLEAR. APPELLEE LOPEZ HAS NEVER RESPONDED TO APPELLANT'S MOTION FOR SUMMARY JUDGMENT FILED WITH THE CLERK ON AUGUST 09, 2019 AND AMENDED ON AUGUST 12, 2019. (MONDAY)

THIS COURT should reverse the Final Judgment entered on Lopez's motion for summary Judgment because there are disputed material facts in the instant case.

Appellant Luis A. Soro Filed a motion for summary Judgment on August 09, 2019 (Friday). Upon discovering an error Filed and amended correction of counts 41 through 46 and added additional information on Monday August 12, 2019. The Appellee Lopez has never responded to Appellant's motion for summary Judgment. The court was lacking the information that it needed to enter a motion for summary Judgment in favor of Appellee Lopez. ON August 20, 2019 the trial court entered the Final summary Judgment in favor of Lopez that did not respond to Appellant's motion for summary Judgment Filed (8) eight days prior and in violation of the (10) Ten day Advance notice that is mandatory. *Insko v. State* 969 So 2d 992 (Fla 2007)

26

This case should be reversed because the trial court did not give the (10) Ten day notice that it was considering summary Judgment. This 10 day has been interpreted by the courts as a 10 day advance notice that the court was considering summary Judgment.

This (10) ten day advance notice applies to all litigants. Appellee Lopez never responded to this Appellants motion for summary Judgment. This (10) ten day advance notice is a Bright Line Rule language gives the trial court no discretion in this matter; it is mandatory

The purpose of a bright-line rule is to produce predictable and consistent results in its application

This Rule is a clearly defined standard composed of objective factors, which leaves little or no room for varying interpretations

The court did not provide Appellant a reasonable amount of time to respond to Appellees motion for summary Judgment

This is an eviction/evictment case to remove Appellee from the property Appellant/Plaintiff owner has paid in full to the owners on Public Record on March 01, 1993.

Appellant owns the property free and clear, and has spent thousands and thousands on repairs and improvements over a period of 30 Plus years where he made his home

This case also involves perjury by the Appellee's Lawyer Michael S. Hoffman Florida Bar No. 41164. The Appellee's wife-partner Kristen Szolis and the computer manager Richard Cogswell at Hoffman Larin & Agnelli

The Trio made false testimony that is material to the proceeding before the Judge under oath.

The words in the document should be used to ascertain the parties intent, and the disputed contract provides that the Appellant has paid for the property in full to the owners and title to the property must be transferred into Appellant Luis A. Soro's name before August 31, 2019. Spear v Martin 330 So. 2d 543, 544 (Fla 4th DCA 1976)

The Trial court overlooked the direct evidence presented by the Appellant Luis A. Soro and as a result misapplied the contractual terms of the contract at issue.

the plain meaning of the contract that Appellant has with the owners of the property is that Jose Luis Soro and Maria Digna Soro husband and wife have been paid \$130,000 for the property in full.

no other conclusion can be derived from the wording of the contract Appellant has with his parents Jose Luis and Maria Digna Soro.

This Appellant has raised many meritorious claims to continue to evict/eject the Appellee from the property with this civil case that has been paid in full to the owners since March 01, 1993.

To the contrary, even if this court affirms the trial court's denial of summary judgment to Appellant which argue would be an incorrect result - numerous disputed issues of fact still preclude the granting of summary judgment to Lopez. Cross-motions for summary judgment motions should be considered independently, and any weakness in one motion should not be counted for (or against the other motion). To continue the trial court did not provide plaintiff/Appellant the (10) Ten day notice that it was considering summary judgment in this case. The courts have interpreted this as a 10 day advance notice that the court was considering summary judgment. This is a bright line rule. This is a clearly defined rule or standard composed of objective factors, which leaves little or no room for varying interpretations. The purpose of a bright-line rule is to produce predictable and consistent results in its application. This rule applies to all litigants. The rule language gives the trial court no discretion in this matter; it is mandatory. The court did not provide Appellant a reasonable amount of time to respond to Appellee's motion for summary judgment, in this eviction/ejectment case to remove the Appellee from the property Appellant Luis A. Soro owns outright that has been paid in full since March 01, 1993. The owners accepted \$130,000 as full payment for the property that Appellant lived in since 1978 and has spent thousands and thousands of dollars repairing and improving the property that would one day be his free and clear to enjoy with his family. (CAVEAT EMPTOR) Pennzoil v. Texaco Inc 451 U.S. 1 (1987).

Indeed, "[s]imply because both sides move for summary judgment does not mean the court is required to grant one of the motions." Spear v. Martin, 330 So. 2d 543, 544 (Fla 4th DCA 1976 (holding that, if disputed issues exist as to any material fact a summary judgment should not be granted). Yet that is what happened here. Moreover, following the grant of summary judgment in favor of Mr. Lopez, the trial court improperly denied the post-judgment motions for reconsideration or relief from the judgment where [disputed material] issues of fact exist, that both parties filed motions for summary judgment claiming the nonexistence of those facts will not entitle the court to decide such issues without a trial." Daniel Laurent, INC v. Coral Television Corp., 431 So. 2d 1047, 1048 (Fla. 3d DCA 1993). However, this analysis did not address the disputed facts precluding summary judgment in favor of Appellant that has paid for the property in full to the owners on public record. Appellee has never responded to Appellants motion for summary judgment filed August 09, 2019. (Friday). Appellee has never had title in the first place.

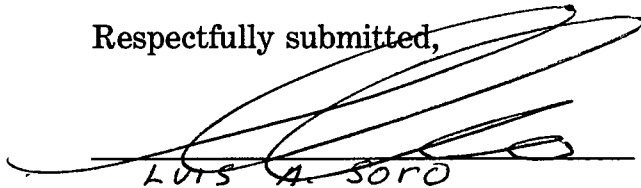
The Trial court was a gross abuse of discretion. On August 20, 2019, told the Judge Rebull in open court that on August 09, 2019, Friday Appellant had filed a motion for summary judgment, had filed his Affidavit signed before a notary Public, and had filed a motion to enlarge time to respond to Defendant's motion for summary judgment because Appellant was not served with the motion, the court had blocked access do to the motion being under redaction and the portal was not opening do to the redaction to view it's contents, The judge told this Appellant with a grin that it was all in the records, moments later signed the final order granting Lopez for summary judgment. Exhibit "C" is stamped by the clerk but not in the docket. 30 day enlargement of time filed. Not granted not denied. must be reversed, Error.

Respondent Lopez did not respond to Petitioner's motion for summary judgment filed on August 09, 2019 and amended on August 12, 2019. Petitioner respectfully asks this Honorable court to return this case to the trial court to continue with this case to evict/eject Respondent from the house owned outright, paid in full to his parents by Petitioner Luis A. Soro.

CONCLUSION

The Judges job is to simply interpret the law that congress and state law makers write and the statutes must be enforced in their detail and requires adherence to all state policies regardless of how they were adopted or presented by all litigants. The Judge ignored established rules of grammar and the statutory interpretation and serious questions remain unanswered about the trial Judges procedures Soro house paid in full. The petition for a writ of certiorari should be granted.

Respectfully submitted,



Luis A. Soro

Date: APRIL 07, 2020