

SUPREME COURT OF THE  
UNITED STATES

LUIS A. SORO

Petitioner/owner

LOWER CASE NO: SC 22-508

VERSUS

PEDRO JOSE LOPEZ VILLARI

Respondent

MOTION FOR EXTENSION OF TIME OF  
(60) SIXTY DAYS TO FILE INITIAL OF CERTIORARI  
COMES NOW PETITIONER/owner LUIS A. SORO

in proper person (propria persona) "in my own person" and Respectfully moves this Honorable Court for EXTENSION OF TIME of my case for my paid in full home that I LUIS A. SORO lived in since 1978 with my family including my (2) two sons Dr. Luis A. SORO JR. and Nicolas R. SORO. I paid my parents Jose Luis and maria Diana SORO in full on march, 01, 1993 and spent thousands and thousands and more thousands of dollars to remodel and upgrade my home for my older years. I went from a multi-millionaire to a pauper due to an erroneous unsubstantiated ruling by Judge Rebull. This is not just <sup>an</sup> error, or Fair, I am 66 years old (December 01, 1955) almost 67 and have lost my home of 43 years, that I was not able to present my case facts to a judge or a jury of my peers because the Lawyer for Respondent Michael S. Hoffman has been fantasizing with technicalities and actions against me and my paid in full home and not focusing on substance and the actual facts about this case. There was no trial. All there was 3 (5) five minute hearings, AND my case was over. My father would agree to sign anything to avoid AB in the contract. This is a very large investment for me, and the government has taken my paid in full home without knowledge or any information about what has occurred. I feel like an Indian. Judge Thomas J. Rebull seems that he did not care about me or my case despite attending the same catholic private school Christopher Columbus in Miami. I was an upperclassman I have been completely DISRESPECTED and OFFENDED. Respondent had constructive notice. SORO was living in the house.

This Petitioner Luis A. Soro the owner of a paid in full house with a value of over (\$1,000,000) one million dollars at 2402 Aton Road, Miami Beach, Florida 33140 since March 01, 1993 has Respectfully tried to inform the Third District Court of Appeals and the Eleventh Judicial Circuit that a gargantuan error had been committed by the lower courts and now affirmed by the Florida Supreme Court when it determined that it should decline to accept jurisdiction and ordered that the petition for review be denied. An order was also entered that no motion for rehearing will be entertained by the court. see Fla. R. App. P. 9330(d)(2).

The Judges MUIZ, CJ., and POLSTON, LABARGA, COURIEL, and GROSSMANS, JJ., concur.

On May 01, 2021 The Florida Supreme Court adopted the Federal Rules and standard concerning summary judgment. Petitioner's motion for summary judgment was denied on August 20, 2019 because Respondent's motion was granted that was filed on July 25, 2019. Petitioner filed for summary judgment August 09, 2019 (Friday) and summary judgment was amended August 12, 2019 (Monday) that is only (8) eight days. The new rule is (40) forty days and are intended to reduce gamesmanship. (20) twenty day to respond that Respondent never did.

Petitioner in proper person (pro se litigant) Respectfully tried to the best of my ability to inform the courts of the facts and substance of this case and now the courts are accusing me of repetitive petitions by a person who have abused the judicial processes of the lower courts such that they have barred me from filing certain actions. An obvious blatant error and mistake has been made and the judges refuse to be corrected by a non-lawyer with a paid in full million dollar house since 1993. on Miami Beach, Florida where petitioner lived since 1978 and raised his family. My fundamental rights under due process of law have been disregarded.

Appellee is trespassing on Appellants Land without AUTHORIZATION. THE significance of this usually lies in the possibility of third party rights being acquired in good faith. The term void ab initio in law means no legal effect. An Action, document, or transaction which is void is of no legal effect what so ever. Appellant's father Jose Luis Soro was an 87 year old senior citizen with advanced senile dementia, Alzheimer's disease that was in late stage and the mental functions continues to decline. The disease has a growing impact on movement and physical capabilities. My father needed a walker to get around and not fall down due to the massive quantity of prescription opioid narcotic drugs to alleviate the other medical conditions he was suffering that did not know the difference between a fist full of one hundred dollar bills or one dollar bills and the Appellee Pedro Jose Lopez Villar took Advantage of his intoxicated state when he deliberately made an attempt to create a contract to buy a house that had been sold many years prior and he had been paid in full on March 01, 1993 by his son Appellant Luis A. Soro. My father was induced to sign a contract by Pedro Jose Lopez Villar to sell a one million dollar house for \$499,000. This individual may face criminal charges, and lacked the legal capacity to do so making that contract "void ab initio." Appellee had realized that Appellant's father did not understand the value of the of the property that had been placed for sale at a ridiculous low price and took Advantage of the "snap-up principle" when he offered to buy the house that was owned by another person. The price of the home was too low to be reasonable but Appellant's father did not know that is void has no legal effect, from inception. A void Action cannot be ratified or validated. The contract cannot be remedied or modified to correct what ever was wrong with the contract in the first place, when a contract is declared void ab initio, the ruling effectively means that the contract never essentially existed and therefore has no binding power over any parties to the contract. Appellant's father could not possibly understand the contents of the contract and did not have the capacity to know what he was agreeing to when he signed the contract due to his medical conditions previously mentioned in this Appeal. The Appellant's father was incapacitated to agree to a contract for a house that he did not own at the time, making the contract void ab initio. This honorable court should void this contract because it was ILLEGAL, Appellant has spent a number of years informing the tribunals about the financial abuse his father suffered from Appellee Pedro Jose Lopez Villar and that the contract he has with my father should be void ab initio. Villar is TRESPASSING.

On May 01, 2021 the Florida supreme court adopted a new summary judgment standard Rule 1.510 of the Florida Rules of Civil Procedure adopts most of its Federal counter part verbatim. The court ruled that in a case where a summary judgment motion was denied under the pre-amended rule, "the court should give the parties a reasonable opportunity to file a renewed summary judgment under the new rule." Appellant's case has meritorious claims and defenses have not been decided by the courts because Appellee's lawyers has been fantasizing with technicalities and sanctions against Appellant and his paid in full home since March 01, 1993 and not focusing on case facts and substance. This honorable court should declare the contract void right from the start as Appellant's father was in toxicated and impaired by narcotic prescription drugs that had stage 4 cancer and Alzheimers disease and severe Dementia and was unable to communicate or walk without a walker due to the Dementia and the other medical complications he was suffering from. This is a complete travesty. Appellant has lost both of his parents, and the use of his home that has been paid in full since March 01, 1993 to his parents. Appellee does NOT have a valid contract. VOID AB INITIO. My father's Alzheimer's disease slowly destroyed his thinking skills and memory. Alzheimer's disease is a fatal form of dementia. He would go blank, NOT know his phone number or address or my mother's name, his wife of 57 years. He was very nervous, and did not talk much.

Lopez Villar is stuck in the middle of a Real Estate title mess with a void ab initio contract and must exit the house forthwith, that has conflicting property ownership and was sold in person by Petitioner Luis A. Soro the son of the owners. The judges are trampling on pro se litigants basic rights to a fair trial here in Miami, Florida.

Villari had constructive notice that I Luis A Soro gave him as I was living in the house with all my personal items and The Florida Supreme Court has on The Front Page of their web site "Justice; Fair and Accessible to All. Hear ye! Hear ye! Hear ye! The Supreme Court of Florida is now in session. All who have cause to plea, draw near, give attention and you shall be heard." This case is about a paid in full million dollar house, that Hoffman is treating like a cardboard box. This Honorable court should return me to my

paid in full home. The Respondent was informed by me Luis A. Soro that I was the owner of the property, It was paid in full since 1993, It was not for sale at the present time, and my father was very ill. my mother had pass on just a couple of weeks before. His partner/wife Kristenszolis was also told this when they would stop by the house at 2402 Alton Road, Miami Beach, Florida 33140 posing as potential renters due to the for lease signs I placed in the front yard and paid for a permit from the city of Miami Beach to do so. Kristen Szolis is the partner/wife of the Respondent Pedro Jose Lopez Villari. Szolis is the secretary to the attorney Michael S. Hoffman working in his daddy's office thinking they are so smart that they can extort my paid in full home without any legal procedures and trampling my rights and obligations, where I am currently registered to vote since 1979. Years before Respondent was born, and should not be surprised by lawsuit.

This case stems from a tragedy that Petitioner has lost both of his parents, and the use of my paid in full home since March 01, 1993, and have been thrown to the Miami streets, due to an incompetent fool that though he could buy a \$1,000,000 house for \$439,000 and get away with it, using a very ill senior citizen that was almost on his death bed filled with prescription opioid narcotic drugs to make the last 11 months of his life bearable, my father was brutally financially abused by Respondent that seems to be hiding behind his solicitor to complete the extortion with minimal effort. Lopez Villari did not go to a single hearing. (None of the 3 that were put on the 5 minute per case motion calendar, 7 minutes to dispute my case. My case & facts have been ignored or dismissed and brushed aside. I believe that Respondent thought in his twisted mind that the Soros' were Indians and could buy 2402 Alton Road for less than half it's value, maybe he thought he was Henry Hudson that bought Manhattan for \$24 worth of beads and trinkets). Respondent is a scoundrel, a rogue with his solicitor Hoffman for aiding and abetting. These people are criminals. Eldery, abuser to the max.

Florida law requires All Real Estate transactions

to have TITLE INSURANCE POLICIES. (owner's or lender's coverage policy). This policy protects buyers and sellers against any claims made by third parties or other entities with interest in a piece of property. Every property has a history and that history can affect your right to own and enjoy a house. Title insurance can provide protection from title problems that may become known after a buyer closes the transaction. These title issues could include things like: errors in public records, unknown liens, illegal deeds and missing heirs. I Luis Soro gave Villari constructive notice living in house.

Respondent Lopez Villari was told on a number of occasions that Petitioner was the owner of the house that had lived there since 1978. I told Lopez Villari that he would have title problems and if he completed the purchase, he would eventually lose the property because I Luis A. Soro would sue him all the way to the Supreme Court. The wife/partner Kristen Szolis told me that she "I work for lawyers". I told her that if she worked for lawyers. I would see her and Lopez Villari in court. Here we are. These buyers went into the transaction with their eyes wide open to the potential consequences. I also told them that I was a real estate licensed in Florida since 1979 that they should get title insurance. As a reputable real estate broker I tell all my clients that because not all properties come with good clean titles. 2402 Alton Road is one of these examples. My father paid for the title insurance for Villari.

In Florida some examples of not clean titles may include: fake ownership, conflicting property ownership claims, inheritance rights/fake ownership transfer, arising liens or rules that weren't mentioned, forgery, and fraudulent activity relating to the house, errors and false record-keeping. Title insurance generated \$26 billion in 2021.

Title problems or defects are very frequent in the Real Estate industry. In the first 9 months of 2021 a total of \$352,500,000 in claims have been paid. That is three hundred fifty two million five hundred thousand dollars. It could be over half a billion dollars in claims for 2021. The real estate title process, totally incomplete and here in the middle of this mess, the courts find the Respondent Pedro Jose Lopez Villari with a void AB into contract that never essentially existed, that must exit the house.

Respondent filed for summary judgment on July 25, 2019. ~~Appellant~~ filed for summary judgment August 09, 2019 (Friday) and amended summary judgment August 12, 2019 (Monday). Summary judgment was granted August 20, 2019. That is only (8) eight days. The new rule is forty days before the hearing and (20) twenty days to respond. The court also has to state the reasons on the record.

This Honorable court should return Appellant to my paid in full home with colossal effort so I can enjoy the few years that I have left in my life span. (1955) COURTS CAN NOT TOSS valid private contracts between family members with out all the facts. see Appellant's contract in Appendix file. pages 6, 7, 8

This case involves a house Appellant bought in 1978 putting down a \$10,000 deposit over 43 years ago and paying in full for the property on March 01, 1993 to his parents Jose Luis and Maria Digna Soro that is part of the Soro family estate. My home of 43 years has been taken away without due process. (This is a requirement that legal matters be resolved according to established rules and principles, and that individuals be treated fairly in civil matters. In a legal proceedings it is a course of action according to rules and principles that have been established in a system of jurisprudence for the enforcement and protection of private rights). This is an exceptional case that requires exceptional process from the court.

Plaintiff/Appellant/owner has a contract between his parents and him self that is private and it is paid in full for the house at 2402 Alton Road Miami Beach Florida 33140 that is enforceable and must be complied with. Appellee only has a contract with Appellant's terminally ill father on prescription opioid drugs and late stage dementia AND severe Alzheimer's Disease, that is invalid from its creation. IT IS crystal clear that the plaintiff/Appellant did not receive a fair return.

**PEDRO JOSE LOPEZ Villarís Trespassing, and removed FORTHWITH,**  
Appellee Lopez Villarís contract has no legal force. It is missing an essential element, and thus it is not a contract. The seller had been under narcotic medication and did not own the property at the time of sale.  
**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 JUDGE DID NOT HAVE ALL THE CASE FACTS IN DEFAULT.

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.