

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 AN ADDITIONAL
EXTENSION OF TIME OF (30) THIRTY DAYS
AS PER THE RULES TO FILE THE WRIT OF
CERTIORARI DO TO IT'S IMPORTANTS, LENGTH
AND COMPLICATIONS AND MY LACK OF EXPERIENCE

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 Digna SORO in full on
march, 01, 1993 and spent thousands and -thousands
and more thousands of dollars to remodel and up-
grade 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 JUSTICE, 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, 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
in for mention 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 upperclass man
I have been completely, DISRESPECTED and OFFENDED. and
and ingored despite being the paid in full owner of
the property at 2402 Altow ROAD miami beach, Florida 33140

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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 whatsoever. 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 \$439,000. This individual may face criminal charges, and lacked the ability to understand the terms of the contract. My father lacked the ability to understand the terms of the contract 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 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 this, making the contract void AB INITIO. A law, agreement, sale, or other action 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 there fore 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 counterpart 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 lawyer 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 with out 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 Justice mess with a void AB INITIO contract and must exit the house forth with, 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.

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 nine months of 2021 a total of \$352,500,000 in claims have been paid. That is three hundred fifty two million five hundred thousands 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 exist the house.