

SUPREME COURT OF
THE UNITED STATES

LUIS A. SORO
petitioner/owner

versus

PEDRO JOSE LOPEZ VILLARI
Respondent

WRIT OF CERTIORARI

PETITIONER'S INITIAL BRIEF

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PRELIMINARY STATEMENT

Petitioner, Luis A. Soro will be referred to as "Luis A. Soro" "Soro" or "Petitioner"

Respondent Pedro Jose Lopez Villar will be referred to as "Lopez Villar" or "Respondent"

The following abbreviations will be used:

[R. —] Record on Appeal

[AR. —] Appellate Record on Appeal

[APP. —] Appendix

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 my 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 Pool that though we 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 Soro's were Indians and could buy 2402 Alton Road for less than half its 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. Elderly abusers to the max.

Appellee's motion for summary judgment as inconsistent lacked credibility and at all times contradictory to the real case facts.

Florida's deadlines are more generous than before and are intended to reduce gamesmanship, the new rule requires that a summary judgment motion be filed at least 40 (not 20) days before the hearing. The nonmovant must respond with its factual position at least 20 (not 5 or 2) days before the hearing. This case should be reversed due to this error by the court, and the new rule and standard of May 01, 2021, of the Florida Supreme Court.

The Florida Supreme Court seems to be encouraging parties and the courts to utilize the new rule and standard. The rule change reiterated the court's holding in *Wilsonart, LLC v. Lopez* 308 So 3d 961, 964 (Fla 2020) and made it clear that courts should give the parties the opportunity to file a renewed summary judgment motion under the new rule when the motion was denied under the previous Florida standard. The court also has to state on the record its reasons for granting or denying a summary judgment. This will ensure that the courts are applying the correct standard. Appellee has an unenforceable and illegal contract with a very ill senior citizen on prescription opioids and Alzheimer's disease. Judges are empowered to utilize their common sense when evaluating summary judgment motions. The court cited *Scott v. Harris* 550 U.S. 372 (2007) to emphasize that under Florida's new rule, "[w]hen opposing parties tell two different stories, one of which is blatantly contradicted by the record, so no reasonable jury could believe it, a court should not adopt that version of the facts for the purpose of ruling on a motion for summary judgment." The respondent has never responded to Petitioner's motion for Summary Judgment. Appellant has a paid in full contract from the owners 7 years before Appellee's breach of the contracted home. Appellant lived in since June 01, 1978. Appellee did not raise an arguable point of law in their summary judgment motion that was not in time. The Trial Judge just rushed the case through.

STATEMENT OF THE CASE AND FACTS

Plaintiff's father Jose Luis Soro the registered owner that is recognized as the legal owner of the property accidentally sold the house at 2402 Alton Road to the Defendant Pedro Jose Lopez Villar in a blundered real estate transaction. That same property Jose Luis Soro had sold to his oldest son all the way back in June 1979 and had been paid in full on March 01, 1993 for the home Plaintiff lived in since June 01, 1978. At the time of the sale on July 11, 2011, Plaintiff's father was 87 years old, had Alzheimer's Disease, senile dementia was in a state of Depression over the loss of his wife of over 55 years, was on prescription opioid narcotic drugs to alleviate the other health complications he had developed, Jose Luis Soro was not competent on July 11, 2011 to transfer title to a house he had sold and was paid in full on March 01, 1993, to his son. This was an accidental sale that took place on July 11, 2011 that should be corrected by this court of Law in Miami, Florida. I Luis A. Soro know through observation, inquiry and information that the blame for this misguided judgment falls on the Defendant Pedro Jose Lopez Villar for taking advantage of a very ill senior citizen to extort the property that had been sold and paid for since March 01, 1993. We are all human and sometimes we make a mistake. My father Jose Luis Soro was brutally financially abused and this court should take notice, pay attention and show signs of interest to resolve, settle and find a solution to this contentious matter by returning Plaintiff's paid in full home and advising the Miami-Dade County Property Appraiser's office to record the Plaintiff's deed to proceed and to continue the course of action that Plaintiff/owner recorded on April 01, 2019, at a cost of \$124.00 PENNZOIL V. TEXACO 481 U.S. 1. 1987. This case did not have a trial.

In a small town in Florida, Brooksville accidentally sold its water tower in a blundered real estate sale. A buyer purchased a municipal building underneath the city of Brooksville water tower last April. When Bobby Reed went to the county to get an address for his new property he was told the parcel he bought included the entire water tower site according to the Tampa Bay Times. Luckily for the town, Reed was willing to give it back. Floyd v. Homes Beautiful constr 710 so2d 117, 119 (Fla 1st DCA 1998) Lopez Villar interfered with basic democracy when he breached Appellant's paid in full contract for the home, Luis A. Soro lived in since 1978, with his family. The Respondent never went to a to any hearings, Hicks v. Hooglan 953 So. 2d 695, 697. Judge GORDO had a conflict of interest as both a trial judge and Appellate judge. Appellant's father was impaired by narcotic prescription drugs.

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 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/evictment 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)

THE ARGUMENT

where, as here the trial court grants one party's motion for summary judgment, this court's review is de novo. See *Lioek, LLC v. BH 150 Second Ave, LLC*, 241 So. 3d 920, 922 (Fla 3d DCA 2018). Moreover, "the general rule is that a motion for summary judgment does not estop a party from claiming that a genuine issue of material fact exists." *Davis v. Rex* 876 So. 2d 609, 612-13 (Fla. 4th DCA 2004) citing *Ployd v. Homes Beautiful Constr.*, 710 So. 2d 17, 179, n. 1 (Fla. 1st DCA 1998) (holding that, despite cross-motions for summary judgment, a genuine issue of fact did exist). NO 10 day advance notice was given that the court was considering this summary judgment. As this court is considering this appeal de novo, summary judgment is proper if there is no genuine issue of material fact and if the moving party is entitled to a judgment as a matter of law. *N. Shore Hosp., Inc. v. Barber, IVCO v. State* 969, So. 2d 992 (Fla 2007) when there are no genuine issues of material fact, best practice is to file a cross-motion for summary judgment although "there can be no sound reason why, when one party has moved for summary judgment, the court, in the absence of a timely and meritorious objection, cannot dispose of the whole matter by granting a judgment to either party." *Carpinet v. Shields*, 70 So. 2d 573, 574 (Fla 1954). Appellee has a contract that is not legally valid. Accordingly, Plaintiff Luis A. Sero first argue below that it was an error for the trial court to grant Appellee Lopez's motion for summary judgment before next arguing why summary judgment should have been granted in the favor of Plaintiff that was not notified or informed that the court was considering summary judgment in this case (10) Ten days before it was entered in the violation of the bright-line rule that clearly defined rule or standard composed of objective factors, which leaves little or no room for varying interpretation, it applies to all litigants and gives the trial court no discretion in this matter to abuse. IT is mandatory. This Appellant was never notified or informed that the trial court was considering summary judgment. Plaintiff/Appellant also has a pending motion for summary judgment that should be granted as he is the owner of the property that wants the Appellee evicted/ejected and Appellant owns the property free and clear since 1993. (R-Appellant filed a motion for summary judgment on August 09 2019 and amended it on August 12, 2019. Appellant's written response was placed in the county eviction case file and the Judge did not see them when he entered a Default Judgement in error without. All the case facts at hand. *Johnson v. Johnson* 37 So. 3d 892 06 Ho Talcott, 191 So. 2d 40. The motion for Summary Judgment must be filed at least 60 days prior to the hearing. Appellant has a valid contract for the property since March 01, 1993. The motion was filed only (8) eight days before and Appellant...

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 Alton 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 MUÑIZ, CJ., and POLSTON, LABARGE, 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.

Appellant/Plaintiff/owner Luis A. Soro filed his motion for summary Judgment with the clerk's office on Friday August 09, 2019. On Monday August 12, 2019 a motion To Amend Plaintiff's motion for summary Judgment Due to an error in the Date and Additional Aid to the court to Grant Summary Judgment in Favor of Plaintiff And Against Defendant Lopez to evict/eject him from the property owned outright by Appellant that had been paid in full on March 01, 1993 to the owners on Public Record, Jose Luis and Maria Digna husband and wife. Seven (7) days later on August 20, the court entered summary Judgment against this Appellant Luis A. Soro and in Favor of Appellee Pedro Jose Lopez. This is a Bright-Line Rule that the court was considering summary judgment a (10) day Advance notice is mandatory and gives the trial court no discretion.

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. (CAVEAT EMPTOR)

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).

- 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). 8

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 \$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 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 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 illicit, 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 intoxicated 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.

Supreme Court of Florida

THURSDAY, JULY 14, 2022

CASE NO.: SC22-508

Lower Tribunal No(s).:

3D22-65; 132019CA016697000001; 132019CC002131000024

LUIS A. SORO

vs. PEDRO JOSE LOPEZ VILLARI

Petitioner(s)

Respondent(s)

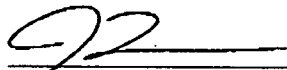
This cause having heretofore been submitted to the Court on jurisdictional briefs and portions of the record deemed necessary to reflect jurisdiction under Article V, Section 3(b), Florida Constitution, and the Court having determined that it should decline to accept jurisdiction, it is ordered that the petition for review is denied.

No motion for rehearing will be entertained by the Court. See Fla. R. App. P. 9.330(d)(2).

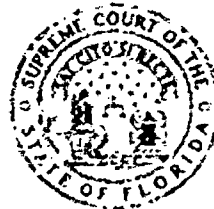
MUÑIZ, C.J., and POLSTON, LABARGA, COURIEL, and GROSSHANS, JJ., concur.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



dl

Served:

MICHAEL S. HOFFMAN
HON. MERCEDES M. PRIETO, CLERK
HON. VIVIANNE DEL RIO, JUDGE
HON. HARVEY RUVIN, CLERK

LUIS A. SORO

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
APRIL 11, 2022

LUIS A. SORO,
Appellant(s)/Petitioner(s),

CASE NO.: 3D22-0065

vs.

L.T. NO.: 19-16697
19-2131

PEDRO JOSE LOPEZ VILLAR,
Appellee(s)/Respondent(s),

Upon consideration of pro se Appellant's Amended Response to this Court's Order to Show Cause, this Court concludes that pro se Appellant has failed to justify his filing of continuous, frivolous pleadings and appeals. Pro se Appellant is hereby precluded from filing any further motions, petitions, appeals, or any other documents pertaining to this appeal, and the related appeals without the signature of an attorney admitted to the practice of law in the State of Florida. The Clerk of the Third District Court of Appeal is directed to reject any filings by pro se Appellant unless the filings are signed by an attorney authorized to practice law in Florida. See Lussy v. Fourth Dist. Ct. of Appeal, 828 So. 2d 1026 (Fla. 2002).

Appellee's Motion to Dismiss Appeal is granted, and this appeal is hereby dismissed.

FERNANDEZ, C.J., and LINDSEY and LOBREE, JJ., concur.



cc: Michael S. Hoffman
Miami-Dade Clerk

Luis A. Soro

Hon. Vivianne Del Rio

ns