No.:

IN THE
SUPREME COURT OF THE UNITED STATES

CHARLES A. TAVARES,
Petitioner,

v.

BRIDGELOAN INVESTORS, INC.,
Respondent.

On Petition for Writ of Certiorari to the Third District Court of Appeal of Florida

PETITION FOR A WRIT OF CERTIORARI

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June 2018

QUESTIONS PRESENTED

In *Mullane* this Court held that a final order depriving a defendant of his properties without proper notice offending due process is void. Under the Due Process Clause of the Fifth and Fourteenth amends., in pertinent part, states; "no person shall be deprived of life, liberty or property without due process of law." In *Sekhar* this Court held that extortion of properties violates the Hobbs Act. In *Caperton* this Court held that a "judge cannot be his own judge."

The questions presented are:

1. Whether a final order depriving a US citizen Defendant of his properties on an unscheduled trial date, staged by his attorneys and opposing attorneys, not attended by Defendant following his own attorneys' coercion and extortion, in order for them to trick the court into issuing a fraudulently begotten judgment shown on Plaintiffs' attorneys consciousness of guilt by filing with the Clerk, hours after the final order is issued, a late notice for the staged trial that already took place, offends due process, violates the Hobbs Act, and Defendant's civil rights under 42 U.S.C. 1985 (2), rendering the order void.

2. Whether a Judge presiding for one year in conflict as wife of opposing counsel in the same case where Defendant was deprived of his properties, obstructs justice and offends due process.

REFERENCES

In this petition, references cited are shown as;
R. = Record on Appeal   B. = Initial Brief
AB. = Appellee's Answer Brief   RB. = Reply Brief
ROA. = Motion Rehearing Cancelled Oral Argument

Parties Are Cited As;
Andrew C. Hall, Esq.: "Andy Hall"
BANIF Brickell, LLC, BANIF Securities: "BANIF"
MUNB Loan Holdings, LLC: "BNY Mellon"
Bridgeloan Investors, Inc.: "Bridgeloan"
Black Srebnick Kornspan & Stumpf, P.A.: "BSK&S"
Buchanan Ingersoll & Rooney, P.C.: "Buchanan"
James Doddo, Esq.: "Doddo"
Ricardo Eichenwald: "Eichenwald"
Joseph Horn: "Horn"
Judge A. Lester Langer: "Judge Langer"
Judge Norma S. Lindsey: "Judge Lindsey"
Katz Barron Squitero Faust, P.A.: "Katz"
Thomas R. Lehman, Esq.: "Lehman"
Matthew P. Leto, Esq..: "Leto"
Harold Eugene Lindsey III, Esq.: "Lindsey III"
Levine Kellogg Lehman Schneider, et al.: "LKLS+G"
Jared M. Lopez, Esq.: "Lopez"
Markowitz Davis Ringel, et al.: Markowitz Davis
Richard A. Morgan, Esq.: "Morgan"
Larry A. Stumpf, Esq.: "Stumpf"
Charles A. Tavares: "Tavares" or "Petitioner"

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PETITION FOR WRIT OF CERTIORARI

Petitioner Charles A. Tavares respectfully petitions this Court for a Writ of Certiorari to review the judgment of the Third District Court of Appeal of Florida.

OPINIONS BELOW

The Decision denying Rehearing of March 12, 2018, is reproduced at App. AR. The Third District Court of Appeal's Per Curiam Affirmance ("PCA") decision, without an opinion of January 24, 2018, is reproduced at App. AO. The trial court's Order denying reopening of the case of October 1, 2016, is reproduced on App. AH. The Final Order of Judgment of Foreclosure of trial of April 8, 2011, from the trial court is reproduced at App. L.

JURISDICTION

The District Court of Appeals of Florida issued its opinion denying Rehearing on March 12, 2018. App. AR. This Court has jurisdiction pursuant to 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTATORY PROVISIONS INVOLVED

The Due Process Clause under the Fifth and Fourteenth Amendments, states in pertinent parts that; "A party will receive a fundamentally fair, orderly, and just judicial proceeding. U.S. Const. amend. V.; and, "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protections of the laws." U.S. Const. amend XIV, § 1.

Title 42 U.S. Code § 1985 (2)- Conspiracy to interfere with civil rights , in pertinent parts reads; Obstructing Justice; Intimidating Party, Witness, or Juror: If two or more persons in any State or Territory conspire to deter, by force, intimidation, or threat, any party or witness in any court of the United States from attending such court, or from testifying to any matter pending therein, freely, fully, and truthfully, or to injure such party or witness in his person or property on account of his having so attended or testified, or to influence the verdict, presentment, or indictment of any grand or petit juror in any such court, or to injure such juror in his person or property on account of any verdict, presentment, or indictment lawfully assented to by him, or of his being or having been such juror; or if two or more persons conspire for the purpose of impeding, hindering, obstructing, or defeating, in any manner, the due course of justice in any State or Territory, with intent to deny to any citizen the equal protection of the laws, or to injure him or his property for lawfully enforcing, or attempting to enforce, the right of any person, or class of persons, to the equal protection of the laws.

The Hobbs Act. App. AX, *infra.* at 168a-169a.

INTRODUCTION

The core issues raised by this petition and this case is whether based on the Due Process Clause and this Court's precedents, this Court must provide or not relief to a US citizen deprived of his properties from an order issued on an unscheduled trial of April 8, 2011 at 9:00 a.m., staged by officers of the court implicated in a scheme depriving Tavares of his two properties, following the uncovering by Tavares on April 1, 2011, of a fraudulent settlement predicated on bogus POAs' for Tavares' companies that Tavares' own attorneys fabricated to secretly settle with Bridgeloan at mediation of March 29, 2011, further coercing and extorting Tavares of rights and his properties, and obstructing justice by preventing Tavares from exposing the scheme to the trial court, tricking the court to issue a fraudulently begotten judgment depriving Tavares of his properties, patently shown by Hall's spurious filing on April 8, 2011 at 1:54 p.m., hours after the staged trial took place, of a notice of hearing for April 8, 2011 at 9:00 a.m., as Hall realizes there was never a trial or any court proceeding scheduled for April 8, 2011, showing Hall's consciousness of guilt.

Then, Judge Lindsey presides for one year in conflict as wife of Lindsey III, a counsel in the matter, obstructing justice and showing bias and prejudice.

The actions above, offend due process, rendering its decisions null and void. See, e.g., *Mullane; Hazel; Throckmorton; Sekhar; Tumey; and, Caperton.*

STATEMENT OF THE CASE

This case provides an insight on a scheme corrupting and subverting the judicial machinery in the furtherance of a successful scheme depriving a US citizen of two[1]of his properties in Miami, Florida, predicated on actions offending due process. R.

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[1] The Brickell property containing several residential buildings in a 2.4 acres parcel in the Brickell District is bought by Tavares in 2003, free and clear, and title is held under Tavares' Brickell Village One, LLC and 2147 SW 8 Street, LLC, and at all material times, both companies are 100% owned and controlled by Tavares. R.1992 at ¶ 4. The 9 Acres Miami River property is bought by Tavares in 2005, with Bridgeloan-BNY Mellon's loan, and title is held under Tavares' Miami River Park Marina, Inc., which Tavares controls as the sole manager, president and sole director pursuant to an agreement with Tavares' investors. R.1223-1227.

A. Factual Background

The underlying scheme is set in motion in 2005 when Tavares purchases the 9 acres Miami River Property, the largest single undeveloped riverfront property in the City of Miami for about $13 million. Tavares is required to deposit an additional $500,000 environmental remediation escrow with Markowitz Davis.R.1193 at ¶5. Tavares funds with two Brazilian investors and a $7 million mortgage from Bridgeloan and co-lender BNY Mellon. R.1194 at ¶6.

The Miami River Property alone is appraised in excess of $28 million, Tavares is required to pledge as an additional collateral Tavares' Brickell Village and 2147 SW 8 Street property appraised for $18 million. The combined value for both properties exceeds $46 million for the $7 million loan, or about 15% Loan to Value. *Id.* Tavares is also required to personally guarantee the loan. R.1169-1174.

On July 21, 2005 the closing on the 9 Acres Miami River property and loan occurs and title is issued to Tavares' Miami River Park Marina. *Id.* As Tavares is out of the country on closing day, Tavares' attorneys Freeman Haber Rojas & Stanham[2] ("FHR&S"), executes all closing and loan documents on behalf of

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[2] Tavares is introduced to Bridgeloan by FHR&S, which never discloses to Tavares that they are partners in Bridgeloan and in dozens of other competing real estate businesses and also represent Bridgeloan in other matters. R.1993 at ¶ 5.

Tavares' companies Miami River Park Marina, Brickell Village, 2147 SW 8 Street, and Slosbergas representing Bridgeloan. R.28-101

Tavares immediately starts working to develop the Miami River Property into a 800-unit mixed-use project performing environmental remediation work, rezoning of the property with the City of Miami, marketing the project and having workings drawings done by a premier architectural Miami firm and negotiating a partnership for the proposed $800 million project, creating additional value to the Miami River Property. R.1992-1994

On June 28, 2007, Tavares represented by FHR&S, executes a Continuing Guaranty for an additional $5 million loan with Bridgeloan-BNY Mellon, taking the total loan amount to $12 million maturing in May 2009. R.102-106 In November 2008 Tavares and the lenders agree to renew the loan, agreeing to extend past May 2009, having Tavares continuing making the $120,000 monthly payment until the loan documents are done. R.2097-2106.

On May 13, 2009, Bridgeloan's Eichenwald discussing Tavares' loan with BNY Mellon's Roberto Pedroso states, "We reiterate our interest in extending a deal that has been 'crisis proof' for such a long time. We reviewed the payment history and it is absolutely flawless. We wish all the deals were like this one." R.2107. Not known to Tavares at the time, Bridgeloan, BNY Mellon, and Tavares' attorneys are already committing torts interfering with the loan by fabricating and spreading bogus appraisals devaluing both collateral properties, spreading false rumors about the loan to Tavares' investors, sabotaging the $800 million joint-venture with co-developer Paul Murphy, preventing a sale of the Miami River property for $22 million that would easily allow Tavares to pay off the $12 million loan and still keep Tavares' Brickell Village buildings, having Hall produce with Bridgeloan's associate Jeff Flick a bogus offer devaluing the Brickell Village property, and having an agent of BANIF on behalf of Bridgeloan threatening Tavares' Miami River tenant David Fluss, while willfully misleading Tavares to believe the loan renew is just a matter of paperwork in order to prevent Tavares from securing a loan with another lender, or sell one of the two properties that would easily pay off the loan. R.1996-1997 at ¶¶ 15.-21.

In September 2009, Tavares makes the last $120,000 payment after Bridgeloan successfully interferes with Tavares' investors funding the loan payments. *Id.* at ¶19. The record shows Bridgeloan's successful mortgage scheme is predicated on Bridgeloan's secret conflicting business association with Tavares' attorneys and Tavares' attorneys connivance in the scheme depriving Tavares of his properties at all material times. R.1992-1993 at ¶ 2.-5.

On November 23, 2009, Hall issues Bridgeloan's default letter to Tavares copying Rojas, stating among other things that Bridgeloan received from Tavares the last $120,000 payment of September 2009. App. A.

On November 23, 2009, Bridgeloan issues a first affidavit fabricated by Hall in support of Bridgeloan's spurious claims against Tavares, among other things, falsely inflating in millions of dollars claims allegedly owed by Tavares by falsely stating that Bridgeloan received the last $120,000 payment on February 28, 2009, contradicting the truth and Bridgeloan's own default letter of November 23, 2009 . App. B. Hall's fabrication of material evidence as shown here constitutes fraud on the court. See, e.g., *Hazel-Atlas Co. Hartford-Empire Co.*, 322 U.S. 238 (1944).

B. Procedural History

On December 24, 2009, Bridgeloan and Hall coming to court with unclean hands, after interfering with the loan and fabricating the first affidavit supporting Bridgeloan's financial claims against Tavares, knowingly and falsely inflating by millions of dollars amounts allegedly owed by Tavares, files an irreconcilable complaint, implausibly alleging among other things that, the first "original loan" for $7 million was executed on July 21, 2007 and the "future advance loan" of $5 million on July 2, 2007 contradicting other claims and supporting exhibits. App. C ¶¶ 10., 11. & 12.; *Id.* at ¶¶ 10., 11. & 12.

The trial court, at all times material, fails to stop

Hall's egregious scheme[3] upon the court, failing to act on its self-imposed ordinance that closes the doors of a court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief as clearly displayed here. Citing *Precision Instrument Mfg. Co .v. Automotive Maintenance Mach. Co.*, 324 U.S. 806, 814-15 (1945). Hall, as part of the scheme intentionally, names Defendant "Miami River Marina Park, Inc.[sic]," in pleadings as a sign to others that the scheme is on. App. C.

On January 28, 2010, LKLS+G files Tavares' answers and defenses irreconcilably admitting to Bridgeloan's false claims, willfully failing to dispute or move to dismiss the irreconcilable complaint, and further names "Miami River Marina Park, Inc.[sic]", as another sign LKLS+S is in the scheme. App. D 1. ¶¶ 10., 11., & 12. On July 20, 2010, Tavares' Homer files amended answers and a counterclaim against Bridgeloan, et al. **R.1** 124-153.

LKLS+G, at all times material, tries coercing Tavares into bogus settlements while omitting

[3] Hall's scheme upon Miami courts depriving Defendants of their properties are predicated on a pattern of contradictory complaints and pleadings patently implausible, with improper service and notices showing on its face, that any officer of the court not corrupted into the scheme defiling the court, would immediately dispute or/and move for dismissal. Hall's scheme constitute fraud on the court, offends due process, and renders its decisions void. See, e.g., *Hazel; Throckmorton; Mullane.*

Bridgeloan's financial and material claims in Bridgeloan's spurious affidavits used by the court to calculate moneys owed by Tavares. App. B; App. H. Tavares' attorneys connivance to defeat Tavares shown here, constitutes fraud on the court. See, e.g., *Hazel; Throckmorton.* On December 15, 2010, the trial court orders and schedules a non-jury trial to commence on April 4, 2011. App. E. On January 25, 2011, Bridgeloan amends the complaint realleging irreconcilable claims contradicting the truth and exhibits. R.578-671. On March 2, 2011, BSK&S and LKLS+G file amended answers admitting to the irreconcilable claims, and failing to dispute Bridgeloan's implausible amended claims. R.695-712.

On March 9, 2011, Hall issues subpoenas for Tavares, Fluss, and others to attend trial commencing on April 4, 2011. App. F; App. G. On March 10, 2011, Hall fabricates a second spurious affidavit in support of Bridgeloan's irreconcilable claims. App. H. Hall's fabrication of material evidence shown here, constitutes fraud on the court. See, e.g., *Hazel.* BSK&S and LKLS+G's omission to disclose to Tavares and to the court the frauds here constitutes fraud on the court. See, e.g., *Throckmorton; Hazel.* On March 24, 2011, the court denies Tavares' motion to continue trial scheduled to commence on April 4, 2011. App. I. On March 25, 2011, Tavares receives from LKLS+G the forms for bankruptcy petition for Tavares' companies' Defendants. Tavares fills the forms and returns to LKLS+G to file the petitions with the bankruptcy court in case Tavares is not able to settle with Bridgeloan at mediation of March 29, 2011, to allow an orderly sale of one of the two properties to pay off all debts and preserve millions of dollars in excess equity. R.2173-2174

On March 28, 2011, Tavares' attorneys and others exchange secret emails[4] relating to the fabrication of bogus POAs' for Tavares' companies' Defendants to be secretly used by Tavares' attorneys, Bridgeloan, and others implicated to fraudulently settle the case at mediation of March 29, 2011, against Tavares' knowledge and orders not to settle. App. J.

LKLS+G's fabrication of the bogus POAs' to fraudulently settle the case at mediation as shown here, constitutes fraud on the court. See, e.g., *Hazel.*

On March 29, 2011, before mediation begins LKLS+G, is already proposing to give Bridgeloan both of Tavares' Brickell Village and Miami River properties with a combined value in excess of $50 million in lieu of the $12 million loan. R.2003 ¶ 40. At mediation, mediated by mediator Norman Gerstein

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[4] Secret evidence uncovered in 2013's LKLS+G malpractice suit show among other things LKLS+G and BSK&S conniving, at all times, to deprive Tavares of his properties, fabricating and using the bogus POAs' to fraudulently settle the case, coercing and extorting Tavares of rights and his properties. R.2175-2177 See, e.g., *Charles Tavares v. LKLS+G, Thomas R. Lehman, P.A.,* Case no.13-12223-CA-40.

and attended by Tavares and his attorneys LKLS+G and BSK&S, Bridgeloan's Horn, Hall, and Olten Abreu,[5], the parties try to intimidate and coerce Tavares into settling for a $2 million cash offer and the release of guaranty. Tavares rejects the offer and orders his attorneys not to settle and to proceed filing the petition for bankruptcy protection for Tavares companies. R.2056-2059. The mediation proceedings tainted with fraud by LKLS+G, BSK&S, and others, conniving to deprive Tavares of his two properties, constitutes fraud on the court. See, e.g.,*Throckmorton.*

On April 1, 2011, Tavares' attorneys and opposing parties exchange secret emails memorializing a final judgment predicated on the fraudulent settlement at mediation. R.2191-2193. LKLS+G and BSK&S' connivance to deprive Tavares of his properties constitutes fraud on the court. *Id.*

On April 4, 2011, the ordered and scheduled trial does not take place and no motion or order for continuance or rescheduling exists. App. E. On a meeting of April 6, 2011 at 10:00 a.m. with his attorneys Stumpf and Lopez at BSK&S and Lehman at LKLS+G, Tavares is told by Lehman for the first time that they already settled the case predicated on authority from the bogus POAs' they fabricated.

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[5] Olten Ayres de Abreu Jr., is a Brazilian attorney representing third-party Defendant Romulo Pina Dantas, implicated in the scheme, fabricating with LKLS+G, the bogus POAs' used to secretly settle the case at mediation. R.2175

Lehman walks out, and Stumpf [6] states, "This is a criminal enterprise," "Lehman is bought", "Charles, there is nothing I can do for you now, I wish I was in the case six months ago." R.2060 #126. On April 7, 2011, Tavares pleas BSK&S to expose the scheme to the court. R.2197. Secret emails between LKLS+G to BSK&S, on April 7, 2011 at 4:39 p.m., shows Lehman ordering Stumpf and Lopez to coerce Tavares to accept the fraudulent settlement, stating "Larry and Jared, you must try to convince Charles to withdraw his position opposing the companies agreeing to the settlement." Thomas R. Lehman, LKLS+G." R.2204. BSK&S and LKLS+G actions shown here, violate the *Hobbs Act*, 18 U.S.C. § 1951, citing *Sekhar v. United States,* 133 S.Ct. 2720 (2013); 42 U.S.C.§ 1985 (2); and constitutes fraud on the court. See, e.g., *Hazel.*

On April 7, 2011, Stumpf, coercing Tavares, emails stating that, "the court will not hear any evidence of fraud, or any other evidence tomorrow." ***, and "it is our view that any attempt to offer any evidence tomorrow would be detrimental to your subsequent claims." App. K. LKLS+G and BSK&S actions, conspiring jointly and together to

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[6] Tavares is shocked to find out "Lehman is bought" and has fraudulently settled the case without Tavares' knowledge and orders not to settle. Tavares did not know nor suspected at that time that, as secret emails uncovered in the LKLS+G's suit shows Stumpf and Lopez are conniving to deprive Tavares of his properties, constituting fraud on the court. R.2202-2206. *Id.*

prevent Tavares from court and obstructing justice in the furtherance of the scheme depriving Tavares of his properties, coercing and extorting Tavares of his properties, obstructing justice, violates, among other statutes, 42 U.S.C. § 1985 (2); and the Hobbs Act under 18 U.S.C. § 1951. See, e.g., *Sekhar*. Shortly thereafter, Lopez, in reckless disregard for justice and Tavares' rights, calls Tavares again, coercing Tavares to capitulate to Bridgeloan's "Criminal Enterprise's" scheme depriving Tavares of his properties. R.2060 Immediately following the call with Tavares, Lopez emails asking Tavares to simply reply that Tavares *** "does not object to the entry of a stipulated judgment"*** Tavares coerced and extorted by his attorneys, replies, "Jared, By this, I do confirm the below, personally and on behalf of the corporations. Thank you. Charles Tavares." R.2201.

Tavares never saw and never agreed to the fraudulent settlement or any other settlement,[7] and clearly this is akin to a robber putting a gun on Tavares' head and asking if he would mind giving up his wallet. LKLS+G and BSK&S' actions shown here, constitutes fraud on the court. Citing, *United States v.*

[7] Tavares never agreed to any settlement on this matter, including the $2 million dollars cash and release of guaranty offer by Bridgeloan to Tavares at mediation of March 29, 2011, nor Tavares agreed to the fraudulent settlement consummated by officers of the court on an unscheduled trial of April 8, 2011, providing Zero (0) dollars and release of guaranty. R.1217-1232.

Throckmorton, 98 U.S. 61, 65-66, 25 L.Ed. 93 (1878) (*** "or where the attorney regularly employed corruptly sells out his client's interest to the other side – these and similar cases which show there has never been a real contest in the trial or hearing of the case, are reasons for which a new suit may be sustained to set aside and annul the former judgment or decree, and open the case for a fair hearing.").

On April 8, 2011, at about 9:00 a.m., on an unscheduled trial, the court issues a final judgment depriving Tavares of his two properties, predicated on a known fraudulent stipulation of judgment, issued on an unscheduled trial not attended by Tavares, as instructed by Tavares' attorneys, and attended by Bridgeloan, Hall, BNY Mellon's attorney Katz and Tavares' attorneys BSK&S and LKLS+G. App. L. The order issued on April 8, 2011 in an unscheduled trial depriving Tavares of his properties, offends due process, rendering the order void. Citing *Mullane v. Cent. Hanover Bank Trust Co.*, 339 U.S. 306, 314 (1950), "The general principle of law is well-settled that a final judgment or order entered without the adequate notice of the hearing and an opportunity to be heard is void." At the unscheduled trial Hall states to the court, "We're happy to say we've reached a settlement of all issues in this case." App. M ¶¶19.

Depriving a US citizen of his properties on an unscheduled trial, clearly departs from "traditional judicial procedures", and offends due process. This Court, In *Honda Motor Co. v. Oberg*, 512 U.S. 415, 430 (1994), states, "Adherence to traditional judicial procedures 'protect[s] against arbitrary and inaccurate adjudication' and thereby provides assurances that litigants will receive due process of law."

On April 8, 2011 at 1:54 p.m., hours after the fraudulently begotten final judgment is issued on an unscheduled trial, and showing Hall's consciousness of guilt, after Hall realizes there was never a trial or any court proceeding scheduled for April 8, 2011, Hall attempts to cover up by filing a spurious notice for a hearing of April 8, 2011 at 9:00 a.m., which the Clerk duly rejects as untimely filed. App. N. On April 15, 2011, Hall files a return of non-service upon Tavares for a subpoena for the trial commencing on April 4, 2011, showing attempted service upon Tavares on April 7, 2011, three days after the only scheduled trial was set to commence, offending due process, showing Hall's corrupt intent. App. O. On April 15, 2011, Hall files a return of service of subpoena for the trial commencing on April 4, 2011, issued by Hall, served upon Fluss on March 14, 2011. App. P. Hall's scheme defiling the court constitutes fraud on the court. See, e.g., *Hazel; Throckmorton.*

On May 13, 2011, Tavares issues a demand letter to his former attorneys LKLS+G demanding refund of all legal fees paid by Tavares. App. Q.

On May 25, 2011, Judge Langer, in reckless disregard for due process, failing his sworn oath, responds to Tavares' claims and supporting exhibits showing fraud by LKLS+G and others successfully depriving Tavares of his properties, stating that, Tavares "should file a Bar complaint." App. R. Citing In re *Murchison*, 349 U.S. 133,136 (1955), "it's axiomatic that [a] fair tribunal is a basic requirement of due process." On May 27, 2011, Tavares files documents showing Tavares has already fired LKLS+G and filed a Bar complaint against LKLS+G. App. S. In a letter of August 4, 2011, LKLS+G acknowledges the Bar complaint, denying Tavares' accusations of fraud and malpractice. App. T. On August 8, 2011, Tavares pro se, files a motion requesting a 90-day stay in the case due to violations offending due process depriving Tavares of his properties, and LKLS+G's continued fraudulent representation. LKLS+G's fraudulent representation, constitutes fraud on the court. See, e.g., *Throckmorton*. On August 19, 2011, LKLS+G, responds on behalf of Tavares' companies continuing with the fraudulent representation upon the court, denying Tavares' rights to due process. *Id.* App. V.

On September 15, 2011, another related case is filed by some of the same actors,[8] depriving Tavares

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[8] The *Brickell Commerce Plaza, et al., v. Tavares*, case No.11-29624-CA-30, presided by Judge Langer and upon his retirement in 2012, Judge Lindsey presides showing bias and

of his rights and properties upon Miami Courts. ROA.¶ 3. subp.3.

On December 6, 2011, Tavares files another motion moving the court to stop LKLS+G's fraudulent representation, constituting fraud on the court. App. W. See, e.g., *Hazel; Throckmorton.*

On February 13, 2012, Bridgeloan and BANIF's property manager Geania A. Fraga, files the first fabricated domestic repeat violence case against Tavares. IB. A171 at #736-745. Bridgeloan's collateral actions constitute fraud on the court. See, e.g., *Throckmorton.*

On June 6, 2012, in another related case, in the furtherance of schemes depriving Tavares of his properties upon Miami courts, Tavares' Miami River escrow agent Markowitz Ringel sues as part of Hall's schemes to deprive Tavares of his escrow moneys, tricking the court to release the escrow to a non-party

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prejudice for one year, offendes due process. See, e.g., *Caperton et al. v. A. T. Masssey Coal Co.*, 556 U.S. 868, 872 (2009). Tavares' attorney Rojas and others secretly and fraudulently sell in 2014 to Walgreen Co., all of Tavares' real and personal properties in dispute, depriving Tavares of his properties. From the Plaintiffs' attorneys first court filings predicated on bogus fabricated corporate authority to hearings without proper notices, offends due process, rendering the orders void. R.xxX. See., e.g., *Mullane*; The *Markowitz Ringel v. Miami River Park Marina, and BrixRiv, LLC*, case No.12-21795-CA-22, follows the same pattern of violations offending due process. B. TAB1. *Id.*

to the agreement, in an unnoticed final hearing, offending due process. B. A-171-174 at #746-756. See, e.g., *Mullane*.

On June 26, 2012, Hall files a motion to preclude Tavares from further filings and to close the case, alleging among other things, that "since that time [April 8, 2011], Mr. Tavares has continued to file frivolous motions and letters with the Court accusing the parties and his own lawyers of fraud." App. X 88a at ¶5. On July 9, 2012 Tavares' new attorneys Buchanan file a notice of appearance while LKLS+G is still in the spurious representation of Tavares' companies. App. Y. On July 24, 2012, Judge Langer, days after Buchanan's notice of appearance, issues an order closing the case while ignoring Tavares' motions and the record displayed showing offenses of due process. App. Z. Citing In re *Murchison*, 349 U.S. 133,136 (1955); "it's axiomatic that [a] fair tribunal is a basic requirement of due process."

On October 3, 2012, Bridgeloan's Fraga files a second identical suit against Tavares, the "Double - Jeopardy" [9] case, after the first bogus one is dismissed in July 2012. B. A-185-187 at #788-797. Fraga cases, offend Tavares' rights. Citing in pertinent part, that

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[9] Judge Joseph I. Davis, Jr, allowing both spurious Fraga cases while in conflict, and based on identical fabricated claims, offends due process. R. 2072- 2073. See, e.g. *Tumey; Caperton*. Tavares has to spend over $100,000 on the bogus cases, in the furtherance of Hall's schemes upon Miami courts. *Id.*

"[N]or shall any person be subject for the same offence to be twice put in jeopardy of life or limb..."

On October 24, 2012, Buchanan files a notice of hearing for November 15, 2012 at 10:30 a.m., on Tavares' motion to reopen the case. App. AA.

On October 25 and 28, 2012, Bridgeloan's attorneys Andy Hall and Leto make threatening calls to Buchanan's Morgan and Doddo, successfully coercing Buchanan to withdrawal the motion to reopen and to cancel the hearing scheduled for November 15, 2012, extorting Tavares' rights and properties. R.3972-3974. See, e.g., *Sekhar*.

On October 26, 2012, LKLS+G, purportedly on behalf of Tavares' companies, files a notice of hearing on LKLS+G's motion to withdrawal from their representation. App. AB. On November 1, 2012, Tavares submits a letter to LKLS+G asserting that LKLS+G's representation is fraudulent. R.2286.

On November 8, 2012, in a hearing attended only by Tavares and Lehman, Judge Langer reopens the case, allowing LKLS+G's withdrawal while ignoring Tavares pleas to stop the violations offending due process. App. AC. Judge Langer's patent failures to perform his functions constitutes fraud on the court, citing *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stating, "Fraud on the court ... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted." On November 13, 2012, Buchanan withdrawals Tavares' motion to reopen. App. AD.

On April 23, 2013, Tavares pro se, files a motion to reopen. R.1233-1265. Judge Lindsey, with bias and prejudice, not granting Tavares a hearing, offends due process. In *Tumey v. Ohio*, 273 U.S. 510 (1927), this Court concluded that a judge must recuse himself when he has "a direct, personal, substantial, pecuniary interest' in a case. This rule reflects the maxim that "[n]o man is allowed to be a judge in his own cause; because his interest would certainly bias his judgment, and, not improbably, corrupt his integrity."

On November 14, 2013, Tavares, upon new evidence uncovered in the LKLS+G's malpractice suit showing BSK&S and LKLS+G conniving to deprive Tavares of his properties, at all times material, files a second motion to reopen. R.1348-1422. Judge Lindsey in reckless disregard for displayed record does not grant Tavares a hearing. App. AE. *Id.* On December 3, 2013, the administrative judge orders Judge Lindsey recused[10] on Tavares' cases. App. AF.

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[10] Judge Lindsey presiding concurrently four Tavares' cases in conflict showing bias and prejudice, offends due process. App. AP at 142a-145a. See, e.g., *Tummey v. Ohio*, 273 U.S. 520 (1927). In *Bridgeloan v. Tavares* et al, No.09-93058-CA-30 Judge Lindsey denies two evidentiary hearings on new evidence; In

Judge Lindsey' actions offending due process are constitutionally intolerable. See, e.g., *Caperton et al. v. A. T. Masssey Coal Co.*, 556 U.S. 868, 872 (2009)

On September 13, 2016, Tavares files a third amended motion to reopen the case due to extrinsic fraud, obstruction of justice, and violations of rights offending due process. App. AG.

On September 27, 2016, an evidentiary hearing is held by Judge Lisa Walsh, attended by Tavares, Bridgeloan's attorney Leto and BNY Mellon's attorney Lindsey III. Judge Walsh ignores the record showing egregious violations depriving a Defendant of his properties, offends due process. See, e.g., See, e.g., XIV amend., § 1., U.S. Const. On October 1, 2016, the order drafted by Hall is signed by Judge Gisella Cardonne Ely. App. AH. On October 11, 2016 Tavares files a motion to vacate. R.2322-2354. On October 26, 2016 Tavares files the transcript for the hearing. App. AI.

BNY Mellon v. Tavares, No.10-26864-CA-30, Judge Lindsey stays for three months after she is ordered recused causing Tavares to lose his home to Judge Lindsey's husband's client.; In *Brickell Commerce Plaza, Inc., et al. v. Tavares*, No.11-29624-CA-30, Judge Lindsey prevents any discovery by Tavares while opposing party secretly sells Tavares' personal and real properties.; In *Deutsche Bank v. Tavares*, No. 12- 20197-CA-30, Judge Lindsey orders trial before Tavares is ever served the complaint, to deny any opportunity to be heard, offending due process. App. AN 133a-137a. *Id.*

Third District Court Proceedings

On November 1, 2016, Tavares files a notice of appeal to Florida's Third District Court of Appeal.

On February 17, 2017, Hall, responding to an order for clarification from the District Court, files a response stating among other things, that;

> *** "As a result, a trial was scheduled to commence on that issue for April 8, 2011. 3. On the day of trial, the parties announced on the record that they had reached an agreement with regards to the process by which the sales would occur. See. Exhibit " A" 4. Charles Tavares was represented by counsel at the time of trial. A Final Judgment in conformity with the parties' agreement was then entered by the Court. 5. Since that time, Mr. Tavares has continued to file frivolous motions and letters with the Court accusing the parties and his own lawyers of fraud." App. AJ 2 ¶¶ 2.-5.

On July 7, 2017, Tavares files his brief showing the standard of review interpreting statutes is an issue of law subject to *de novo* review. Tavares asserts pursuant to Fla. R. Civ. P. 1.540 (b),[11] the fraudulent begotten judgement predicated on a bogus settlement issued on an unscheduled trial of April 8, 2011,

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[11] Rule 1.540 is based on Fed. R. Civ. P. Rule 60.

depriving Tavares of his properties, offends due process, rendering the order void. App. AK. See, e.g., *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 (1950); *Hazel-Atlas Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944); *United States. v. Throckmorton*, 98 U.S. 61, (1878).

Judge Lindsey's unlawful activities[12] shown here, offends due process. Citing, *Johnson v. Zerbst*, 304 U.S. 458, 58 S. Ct.1019(1938); *Pure Oil Co. v. City of Northlake* , 10 III. 2d 241, 245, 140 N.E. 2d 289 (1956); *Hallberg v. Goldblatt Bros.*,363 III 25 (1936), that, "A Judge's unlawful activity and undisclosed conflict of interest, in clear violation of code of judicial conduct, constituted a violation of the due process clause. App. AK at 131 subp. 29.

On August 30, 2017, Hall's answer brief, among other things, denies any fraud by the attorneys and states Tavares agreed to the settlement, and that; " At calendar call, trial was then scheduled for Friday, April 8, 2011." *** AB 4 ¶ 4. "On the morning of trial, counsel for all parties, including counsel for Tavares, appeared before the Trial Court and announced that the parties reached a settlement as to all issues." AB 5 ¶ 2. "At all times material, Tavares was represented by experienced and competent legal counsel. On the eve of trial, Tavares authorized his own lawyers to accept the settlement that was

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[12] Judge Lindsey, on undisclosed conflict as wife to an opposing counsel in the same matter, with bias and prejudice, as shown here, violates the Florida Code of Judicial Conduct , Canon 1., Canon 2.A.B., Canon 3.A., B.(1) (2) (5) (8), C.(1) (2), E.(1) (a) (c) (d) (ii) (iii), and F. See, e.g., App. AX, *infra.* at 160a-167a.

ultimately announced in Court on the first day of trial." *** App. AL 10 ¶ 4. Hall's statements contradict the truth and the displayed record on the matter showing among other things that, there was never a trial or any court proceeding in the matter scheduled for April 8, 2011, the day the court issued an order depriving Tavares of his properties, further predicated on fraudulent settlements produced by bogus POAs', offending due process, rendering the order void. See, e.g., the Due Process Clause, U.S. Const. Fifth and Fourteenth amends; *Armas v. State,* So. 2d 775, 776 (Fla. 3d DCA 2002); *Curbello v. Ullman,* 571 So. 2d 443 (Fla. 1990); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 , 314 (1950). Hall's consciousness of guilt, shown on Hall's filing a spurious notice of hearing on April 8, 2011 at 1:54 p.m., further shows Hall's corrupt intent. App. N.

On September 28, 2017, Tavares' reply brief shows Hall's irreconcilable statements, and directing the court's attention to, among other things, the uncontroversial evidence displayed showing that the fraudulently begotten judgment depriving Tavares of his properties is issued on an unscheduled trial, offending due process rendering the order void. App. AM. See, e.g., *Mullane.* On October 17, 2017, the District Court issues an order setting oral argument for January 10, 2018. On December 9, 2017 Tavares files notice of related case[13] under appeal before the District Court. On December 21, 2017, the District Court cancels oral argument. App. AN.

On January 24, 2018, the District Court issues a

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[13] Charles Tavares *v. Brickell Commerce Plaza, Inc., and The Car Wash Concept, Inc.*, case no.: 3D17-2583.

Per Curiam Affirmance denying Tavares' appeal without an opinion. App. AO.

On February 7, 2018, Tavares files for rehearing, rehearing en banc, clarification, or, in the alternative, motion for certification of questions of great importance demonstrating among other things the District Court clearly must have erred or misinterpreted the record displayed showing violations offending due process and causing the deprivation of Tavares' properties, and request certification of two questions:

> "1. Does the issuance of final orders on an unnoticed and unscheduled trial violates a Defendant's rights to due process under the Due Process Clause?" App. AP ¶ 1.
>
> "2. Does a Judge presiding a case having her spouse as an opposing attorney in the same case violates a Defendant's rights to due process and rights to an impartial tribunal under the Due Process Clause?" *Id.* at ¶ 2.

Tavares demonstrates that the order of April 8, 2011, depriving Tavares of his properties, offends due process rendering the order void. See., e.g., the Due Process Clause under the fifth and fourteenth amends, U.S. Const. amends.; the Due Process Clause under art. I., § 9 of Fla. Const.; *Armas v. State,* So. 2d 775, 776 (Fla. 3d DCA 2002); *Curbello v.Ullman,* 571 So. 2d 443 (Fla. 1990); *U.S. Bank Nat. Ass'n v. Proenza,* 157 So. 3d 1075 (Fla. 3d DCA2015);

Rodriguez v. ALS Commercial Funding, LLC, 138 So. 3d 481 (Fla. 3d DCA 2014) ; *State ex rel. Prinzee v. Thurmond,* 721 So. 2d 827 (Fla. Ed DCA 2014); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306 , 314 (1950). App. AP.

On February 22, 2018, Hall files Bridgeloan's response among other things, denying fraud by the attorneys, and states, "As described in the Answer Brief, trial in the underlying matter was scheduled for Friday, April 8, 2011." App. AQ.

On March 12, 2018, the court denies rehearing and does not certify the questions presented. The District Court's decision directly contradicts the Due Process Clause under the Fla. Const., the U.S. Const., and its own precedents, and other courts in Florida, and this Court's, stating that an order depriving a party of properties issued on a hearing without proper notice violates due process and is void. App. AR. *Id.*

On March 19, 2018, Tavares files a notice invoking discretionary jurisdiction of the United States Supreme Court. App. AS.

The Florida Supreme Court Proceedings Improvidently Open and Adjudicated

On March 19, 2018, the District Court improvidently transmits Tavares case to the Florida Supreme Court, opening a case SC:18-435. App. AT.

On March 21, 2018, the Supreme Court of

Florida, adjudicating the improvidently opened case that Tavares is appealing to the United States Supreme Court, irreconcilably adjudicating the purported case, issues a final order denying review because the Florida Supreme Court does not have jurisdiction to review PCA decisions. App. AU.

On March 23, 2018, Tavares files a second correspondence to the Florida Supreme Court requesting correction of court records and clarification of the improvidently opened and adjudicated case causing among other things, undue blurring of the record, offending due process. See., e.g., the Due Process Clause under the Fifth and Fourteenth amends., U.S. Const. App. AV.

On March 26, 2018, the Florida Supreme Court issues an order vacating the decision on the improvidently opened and adjudicated case. App. AW.

The record displayed clearly demonstrates that fraud vitiated the proceedings in the lower courts. Citing *United States. v. Throckmorton*, 98 U.S. 61, 64, 65-66 (1878), "there is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."

REASONS FOR GRANTING THE PETITION

I. This case presents issues of exceptional importance to all US citizens and specially to property owners subject to deprivation of properties in court proceedings

Everyday, more and more property owners in the United States are subjected to deprivation of their properties in court proceedings. The touchstone of our legal system protecting US citizens from undue deprivations of rights and properties offending due process is our Constitution's Due Process Clause. Citing the pertinent parts under the Fourteenth Amendment;

> "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protections of the laws." U.S. Const. amend XIV, § 1.

Upholding these fundamental rights, this Court's precedents have long defined violations offending due process that are constitutionally intolerable. For example, In *Mullane v. Central Hannover Bank & Trust Co.*, 339 U.S. 306, 314 (1950), that "[A]n Elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."

The record shown here demonstrates, they fraudulently settled the case at mediation of March 29, 2011, with bogus POAs' they fabricated, coercing and extorting Tavares, preventing Tavares from going to court to expose the scheme, and staging a bogus trial of April 8, 2011 at 9:00 a.m., in order to trick the court into issuing a fraudulently begotten judgment depriving Tavares of his two properties. Their spurious actions shown here, offends due process, violates the Hobbs Act, and constitutes fraud on the court, rendering the order null and void. See., e.g., *Mullane; Hazel; Throckmorton; Sekhar.* Hall's subsequent spurious filing on April 8, 2011 at 1:54 p.m., hours after the bogus trial occurred, trying to cover up the scheme, and the fact that there was never a trial or any court proceeding scheduled in this matter for April 8, 2011, noticing a hearing for April 8, 2011 at 9:00 a.m., clearly demonstrates Hall's corrupt intent. App. N.

Although it is well-known that state courts have implemented systems to cut costs, this cannot be an excuse for not affording Defendant's due process in proceedings producing final decisions depriving US citizens of their properties in the manner shown here, clearly offending due process, in which our society depends so much on it. Further, were this Court to ignore the record shown here on its face, producing manifestly unconscionable final decisions, causing deprivation of properties, offending due process, it would open possibilities for state courts to continue, plausibly, to similarly overlook elections' processes and its notices to the public, and then, we could well see elected politicians "elected before the "noticed" election, as in Hall's schemes upon Miami Courts, which based on the lower court's dispositions shown here, would not be implausible. See, e.g., B TAB1 Tavares' attorneys, with Bridgeloan, Hall, BNY Mellon and Katz, as shown in the record, had already filed contradictory complaints, fabricated bogus affidavits for claims against Tavares, fabricated bogus POAs' to secretly and fraudulently settle the case, depriving Tavares of his two properties valued in excess of $50 million in lieu of a $12 million loan that Bridgeloan interfered, secretly and fraudulently settled the case at mediation of March 29, 2011, and never showing up or moving to continue or reschedule the trial ordered for April 4, 2011 at 9:00 a.m. See App. E. Following Tavares' initial uncovering on April 1, 2011, of some the frauds by his attorneys LKLS+G, instead of withdrawing, Tavares' attorneys embark in coercion and extortion of Tavares. App. K. Citing *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 64 S. Ct. 997 (19944), that "The fabrication of evidence by a party in which an attorney is implicated, will constitute fraud on the court." In *United States v. Throckmorton*, 98 U.S. 61, 65-66, 25 L.Ed. 93 (1878) *** "or where the attorney regularly employed corruptly sells out his client's interest to the other side – these and similar cases which show there has never been a real contest in the trial or hearing of the case, are reasons for which a new suit may be sustained to set aside and annul the former judgment or decree, and open the case for a fair hearing." This case and its constitutional issues show that this Court must not be so impotent as to allow these odious schemes to become a standard "precedent" upon Florida Courts, and therefore, must provide due relief to Appellant.

Shown here, among other spurious actions by Hall in the furtherance of the scheme to deprive Tavares of his properties, Hall fabricates two spurious affidavits inflating in millions of dollars claims used by the court to calculate amounts allegedly owed by Tavares to Bridgeloan, contradicting even Hall's own default letter.App. A; App. B; App.H. This constitutes fraud on the court by Hall, et al. See, e.g., *Hazel.*

As part of the scheme, Tavares' own attorneys engage in fabricating bogus POAs' to secretly settle the case against Tavares' orders, omit all material information, and as Tavares starts to uncover their scheme, Tavares is coerced and extorted by his own attorneys, preventing Tavares from going to court to expose the scheme and obstructing justice by an unauthorized and fraudulent representation. App. K.; App. U; App. W. *Id.*

II. This case and the issues presented directly contradict US citizens' protections under due process of law and rights to an impartial court

Fundamental to the constitutional protections that all US citizens are entitled to "due process of law" is a commitment to an impartial and fair justice system. As James Madison noted at our nation's founding, "[n]o man is allowed to be a judge in his own cause, because his interest would certainly bias his judgment , and, not improbably, corrupt his integrity. "*The Federalist* No.10, at 47 (James Madison) (Clinton Rossier ed., 1999). Thus, this Court has long stated and reiterated that, "[i]t is axiomatic that '[a] fair trial in a fair tribunal is a basic requirement of due process ." *Caperton v. A. T. Massey Coal Co.*, 556 U.S. 868, 876 (2009) (quoting *In re Murchison*, 349 U.S. 133, 136 (1955)). This case presents a judicial conflict of interest so extreme and so obvious that it contravenes that fundamental commitment to impartial justice and it is constitutionally intolerable.

The record shows that Tavares was a victim, along with the judicial machinery, of an egregious scheme upon the court by Tavares' attorneys and others, including BNY Mellon's attorney Lindsey III, husband of Judge Lindsey, culminating with the deprivation of Tavares properties on an unscheduled trial of April 8, 2011, staged by the attorneys in the furtherance of the successful scheme, offending due process. See, e.g., *Mullane*; *Hazel; Throckmorton.*

In December 2012, upon the retirement of Judge Langer, that had allowed the scheme to deprive Tavares of his properties, Judge Linsey is assigned to the case, as part of the scheme to protect her husband Lindsey III and his client BNY Mellon, obstructing justice and preventing Tavares from recovering his properties, offending due process. See, e.g., Due Process Clause, U.S. Const. amend. XIV § 1.

All Americans are entitled to due process of law upon courts in the United States, and rights to an impartial and fair tribunal in accordance with guaranteed constitutional rights under the Due Process Clause. Citing In re *Murchison*, supra, at 136, "It is axiomatic that '[a] fair trial in a fair tribunal is a basic requirement of due process. In *Tumey v. Ohio*, 273 U.S. 510 (1927), concluded that a judge must recuse himself when he has "a direct, personal, substantial, pecuniary interest' in a case.

Showing Judge Lindsey's intent, she also presides in conflict three (3) other cases of Tavares, further depriving Tavares of properties and rights. *Id.*

The record shows an unscheduled trial to consummate Hall's scheme depriving Tavares of his two properties

The compelling evidence shown on the record demonstrates that there was never a trial or any court proceeding scheduled for April 8, 2011. App. N.

Bridgeloan's Hall, unrepentantly, states, "As a result, a trial was scheduled to commence on that issue for April 8, 2011. On the day of trial, the parties announced on the record that they had reached an agreement with regard to the process by which the sales would occur." *** " Since that time, Mr. Tavares has continued to file frivolous motions and letters with the Court accusing the parties and his own attorneys of fraud." App. X 88a at ¶¶ 2.-5.; App. AJ 129a at ¶¶2.-5. And Hall, again;

> *** "At all times material, Tavares was represented by experienced and competent legal counsel. On the eve of trial, Tavares authorized his own lawyers to accept the settlement that was ultimately announced in Court on the first day of trial." *Id.* *** "As described in the fact section above, trial was scheduled for Friday, April 8, 2011." *Id.*

To, that, the record shows Tavares' own attorneys willfully preventing Tavares from exposing the scheme depriving Tavares of his properties, shown on Stump's email to Tavares on the eve of the staged trial;

> "the court will not hear any evidence of fraud, or any other evidence tomorrow." ***, and "it is our view that any attempt to offer any evidence tomorrow would be detrimental to your subsequent claims." App. K.

On April 7, 2011, following continued orders from Tavares to his attorneys BSK&S and LKLS+G not to settle and to file notice of bankruptcy to orderly sell one of his two properties that would easily pay all debts owed to Bridgeloan, Tavares' attorneys embark in coercion and extortion of Tavares' rights and properties. R.2204; App. K. This Court, In *Sekhar v. United States,* 133 S. Ct. 2720 (2013), has rendered that the actions shown here constitute extortion of Tavares' properties, in violation of Tavares' rights under the Fourteenth amend., §1., U.S. Const.; And, violates Title 42, U.S.C. § 1985 (2); the *Hobbs Act*, 18 U.S.C. § 1951. App. AX.

On April 8, 2011 at 9:00 am., an unscheduled trial is held and a final order depriving Tavares of his properties is issued, offending de process. App. L. See., e.g., *Mullane.*

On April 8, 2011 at 1:54 p.m., hours after the final judgment, Hall attempts to file with the Clerk a late notice for a hearing of April 8, 2011 at 9:00 a.m., rejected by the Clerk as untimely filed, showing Hall's consciousness of guilt. App. N.

Pursuant to this Court's precedents in *Mullane, Hazel, Throckmorton,* the final judgment depriving Tavares of his properties is void.

Additionally, Hall's claims Tavares accepted the settlement are simply not credible. Even assuming, "arguendo", Hall's statements are true (which are not), showing Tavares rejecting a $ 2 million cash offer at mediation and release of his guaranty, while days later accepting a Zero ($0) dollar settlement and release of his guaranty, is false and defies logic.

The scope of BSK&S and LKLS+G's connivance to deprive Tavares of his properties is only shown in 2013, upon discovery[14] from LKLS+G's suit, showing the extent of their joint actions coercing and extorting Tavares of rights and hid properties, that pursuant to this Court's precedent In *Sekhar v. United States*, 133 S. Ct. 2720 (2013), constitutes extortion in violation of the Hobbs Act under Title 18 U.S.C. § 1.951.

Tavares' attorneys at all times material conniving to deprive Tavares of his properties, fabricating bogus POAs' to fraudulently settle the case and willful omissions of material evidence from Tavares and the trial court, in the manner shown here, constitutes extrinsic fraud on the court. Citing *7 Moore's Federal Practice*, 2d ed., p.512 ¶ 60.23.

> "[F]raud is extrinsic where a party is prevented by trick, artifice or other fraudulent conduct, from fairly presenting his claim or defenses or introducing relevant and material evidence."

This Court, pursuant to its constitutional mandate and precedents pertinent to issues shown here, must continue to uphold due process under the law ,providing due relief to Tavares.

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[14] The secret evidence produced upon discovery, shows over eight hundred & seventy (870) violations by the attorneys implicated, offending state and federal statutes, upon the trial court in the furtherance of the scheme, including violations of Title 18 U.S.C. §§ 371; 1031; 1341; 1343; 1344; 1346; 1349; 1956; 1961 *et seq.*; 42 U.S.C. § 1985. See, e.g., B TAB 1.

Conclusion

The lower courts' decisions allowing patent violations offending due process to deprive a US citizen of his rights and properties, further denying a fair and an impartial tribunal in the United States, is constitutionally intolerable and this Court pursuant to its precedents, must provide due and proper relief.

The petition for a writ of certiorari should be granted.

Dated: June 2018.

Respectfully submitted

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