

No. \_\_\_\_\_

\_\_\_\_\_  
IN THE  
SUPREME COURT OF THE UNITED STATES  
\_\_\_\_\_

LUIS ALBERTO SORO — PETITIONER  
(Your Name)

vs.

THE KEYES COMPANY — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

DISTRICT COURT OF APPEALS OF FLORIDA THIRD DISTRICT NO. 3D16-2547  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

LUIS ALBERTO SORO  
(Your Name)

P.O. BOX 398142  
(Address)

MIAMI BEACH, Florida 33239-8142  
(City, State, Zip Code)

NONE  
(Phone Number)

QUESTION(S) PRESENTED

1. whether the Third District court of Appeals error with the interpretation with the facts that Petitioner has a (60) Ten year lease option to buy the house he has lived in since 1978 given by the owners of the house and Petitioner's parents that have been paid in full by Petitioner for the property. Respondent's tortious interference with his contract has left him with nothing, everything he owned and worked for was stolen from his household.
2. whether the circuit court make an error by not giving this Pro se petitioner an extension of time to amend his complaint and was precluded by Judge Thomas Rebull a fair and full opportunity to litigate, that has a lease with an option to buy the house that has been paid in full by Petitioner. Petitioner has a written binding contract with 15 parents Pennzoil Co. v. Texaco Inc. 481 U.S. 1 (1987)
3. whether the circuit court Judge Thomas Rebull not give a fair trial to a pro se petitioner that had his home of 33 years stolen due to Respondent's action of abusing Petitioner's very ill father under heavy narcotic medication that was 86 years old, to get a sales commission by a Florida Real Estate company. That is tortious interference. Pennzoil Co. v. Texaco Inc. 481 U.S. 1 (1987)
4. whether the circuit court Judge Thomas Rebull abuse his discretion by not ruling on Pro-se Petitioner's motion for Rehearing in a timely manner.

1. The Third District court of Appeals erred with the interpretation with the facts that Petitioner has a (10) ten year lease option to buy the house at a price negotiated in 1978 and had lived there since. Petitioner's father was not fit mentally and the Respondent was able to persuade him to sell a house with a value of over (\$1,000,000.) one million dollars for \$430,000 four hundred thirty thousand dollars that had already been bought and paid in full by Petitioner. Respondent's tortious interference with the contract Petitioner has with his parents for the house has left him with nothing as everything he worked for and owned was stolen from his lease hold. *Pennzoil v. Texaco INC* 481 U.S. 1 (1987)

This petitioner argues The sale of a property does not prohibit the tenant or lease holder from continuing possession of the property under the subject lease. An oral contract or agreement is enforceable under the state's statute if its duration is less than (1) one year, F.S. 83.43(7) Part II Florida Landlord/Tenant Act. This Petitioner has a (10) ten year lease that expires on May 8, 2019 that is valid. A valid lease for a term of years is a conveyance of an interest in the land. Fernberg v. Stearns, 56 Fla 279, 49 So. 797 (1908) Stockton v. National Bank of Jacksonville, 45 Fla. 590, 34 So. 897 (1903). During the life of a lease, the lessee holds an outstanding leasehold estate in the premises, which for all practical purposes is equivalent to absolute ownership. *McAtee*, 154 B.R. 346 (Bankr. N.D. Fla. 1933); *Williams v. Jones*, 326 So. 2d 425 (Fla 1975). The estate of the lessor during such time is limited to his reversionary interest, which ripens into perfect title at the expiration of the lease. This petitioner had tenancy for years as he had a (10) ten year lease and had been at his lease hold for 33 (thirty three) years, and has paid his parents in full for the property according to the agreement.

The Petitioner is Suing The Keyes Company, Respondent and has institute legal proceedings against The Respondent for breach of contract, the right to reside at 2402 Alton Road Miami Beach, Florida with a (10) Ten year lease with option to buy the same from his parents that is valid until May 08, 2019 with a (\$10,000) Ten Thousand Dollar Deposit for the option to buy and thousands of dollars on account. A portion of the rent was accumulating for (32) thirty-two years to be used as a down payment. Thousands and Thousands of dollars were spent over 32 years and a gargantuan amount of time was spent fixing up 2402 Alton Road that one day would be his and he had his parents blessing, permission to buy 2402 from his elderly parents as they could not take it with them upon their passing on. Pennzoil v. Texaco INC 481 U.S.1 (1987) The Petitioner has paid for the property in full, to his parents and is the true owner of the house. This Petitioner had given his parents a \$10,000 deposit for the option to buy this house and a percent of the rent was set aside every month for the purchase of this property. Petitioner wanted to Acquire 2402 ALTON ROAD from his parents and Petitioner's parents gave Petitioner permission and blessing to keep 2402 ALTON ROAD in the Soro family as they could not take it with them upon their passing on. Petitioner's Father Jose Luis Soro was very ill as he had severe Dementia and Alzheimer's Disease and under heavy narcotic medication making him incapable of signing a contract that would be enforceable on July 11, 2011, to transfer the property title. My Father was abused by the Keyes company and their associates Julio Perez, Frank Jewett, Carrie Rodriguez and the President of the Keyes company Michael I Pappas.

2. The circuit court error by not giving this pro se petitioner an extension of time to amend his complaint and was precluded by Judge Rebull a fair and full opportunity to litigate. petitioner has a lease option to buy the house at the end of the lease that was paid in full to his parents. This petitioner has a written binding contract with his parents that was breached by Respondent with full knowledge of the facts because petitioner thoroughly informed them of such.

This case is critical to enforcing the congressional goal of ensuring that all litigants

be given a fair opportunity to be heard on the issue, and the substance of his claim and the

precluded party had a full and fair opportunity to litigate the issue in the first action. This

petitioner was not given a full and fair opportunity to litigate. Petitioner owns the house outright. The

mere facts that Respondent has not challenged petitioners accusations proves that Respondent is guilty and has chosen an alternate route to try and rid themselves of being

prosecuted by the petitioner and court judicial system. Respondent's deliberate tortious contractual interference

that have left this petitioner homeless and poverty-stricken and bankrupt and insolvent should not be able to go unscathed.

Respondent know they have made a critical mistake with the deliberate tortious contractual interference and

should be held accountable.

3. The circuit court error by not giving this pro se petitioner a fair trial and has permitted Respondent to not be held accountable for the financial crime that they did. The final decision was based on an erroneous interpretation of law and there has been an intervening change in the controlling law, and a manifest injustice clearly apparent and it is obvious on its face, will occur if the motion for reconsideration is not granted.

On or about June 01, 1978 this Petitioner and his parent's Jose Luis Soro and Maria Digna Soro entered into a residential lease with an option to buy the property at a future date for \$130,000.00 over (3) Three times the purchase price of \$46,000 that Petitioner Soro negotiated the deal and had given them a (\$10,000) Ten Thousand deposit for the option to buy. (lease to own) that was used as the down payment for the house.

Appellant is a licensed real estate broker that has been involved with over 500 leases over the past 40 years. This Petitioner worked at the Keyes company (The Respondent) for over (3) Three years until he opened his own Real Estate company in January 1981. Pennzoil v. Texaco Inc, 481 U.S. 1 (1987) Petitioner owns the house at 2402 Aiton Road outright and it was paid in full, the legitimate, with his parents permission & blessing. Respondent had full knowledge of the contract Petitioner has with his parents valid until May 08, 2019. Petitioner took time to call Michael Rappas and told him of the lease option he has to transfer title for the house that has been sold and paid for in full many years prior.

4. The circuit Court Judge Thomas Rebull abused his discretion by not ruling on pro-se Petitioner's motion for rehearing. On November 10, 2015 this petitioner requested an extension of time to retain counsel (which is freely given) and to file and amended complaint. To Petitioner's shocking surprise the oral motion was denied. On November 16, 2015 this pro-se petitioner filed a motion for rehearing the request to retain counsel and an extension of time to amend the complaint. This petitioner called Judge Rebull's secretary on December 04, 2015 and was told that the Judge had knowledge of the motion and had not ruled on the motion for a Rehearing and was pending. This pro-se petitioner called again on December 23, 2015 and was told the same thing. Petitioner again called on January 20, 2016, February 22, 2016, March 21, 2016, April 19, 2016 and ~~was told~~ the motion was still pending. Petitioner could not understand the delay and once more called the Judge's chambers on May 06, 2016 and was told to re file the motion for rehearing. On May 09, 2016 this petitioner again filed a motion for rehearing, as an appeal should have the denial for rehearing attached.

Petitioner once more waited and started his calls again requesting information on his motion for rehearing, on June 02, 2016, July 25, 2016, August 29, 2016, and September 30, 2016 Petitioner was informed each time that the Judge had not ruled on the motion for rehearing and was still pending on October 7, 2016 petitioner called again and the judicial assistant (secretary) to this petitioner to set it for a hearing on November 10, 2016 at which time the Judge told petitioner his motion

was denied and the case was closed without giving petitioner a fair trial and a fair opportunity to recover his home of (33) thirty-three years that was paid in full but never transferred into petitioners name to avoid the higher property taxes associated with the new sale of a property in Florida. Respondent was able to persuade Petitioner's ill father to let them sell the house that was owned and paid in full by Petitioner so they could receive a real estate commission.

This petition whose allegations had to be accepted as true for the purpose of review will disclose a shocking case of miscarriage of justice since the petitioner was precluded of a full and fair opportunity to litigate. This court should be particularly concerned that the evidence presented by Petitioner of this case was not

looked at or considered by the lower court that is involving a Pro Se Litigant with a signed lease that is with a private contract between a father and son for a home this Petitioner lived in for over 33 years since June 1, 1978. The court in a civil action possesses practically unlimited discretion to set aside a verdict.

Petitioner is seeking to enforce his (10) ten year lease that was renewed on May 09, 2009 by his father and owner of the house 2402 Alton Road on the kitchen table in the presence of Petitioner's oldest son Doctor Luis A. Soro Jr. Three (3) generations of the Soro family present for the lease renewal. Petitioner's mother and wife of Petitioner's father and the secretary and treasure of Petitioner's corporation Maria D. Soro was in the dining room feet away from the kitchen table where the lease was renewed but too infirmed to sign the lease due to her severe dementia and Alzheimer's.

## LIST OF PARTIES

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

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# TABLE OF AUTHORITIES CITED

| CASES                                                               | PAGE NUMBER                              |
|---------------------------------------------------------------------|------------------------------------------|
| RULE                                                                |                                          |
| STATUTES                                                            | 1,420(e)                                 |
| CASES                                                               | Fla RULE OF CIVIL Procedure 1,540        |
|                                                                     | Fla R. APP. P. 9,130                     |
|                                                                     | 3,10                                     |
| Brandal v. State Farm mut                                           | 316 So.2d 780,781                        |
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| carnival corp                                                       | 690 So.2d 660-661 (Fla 3d DCA 1997)      |
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| Edward L. Nezelek v. Sunbeam Television                             | 413 So.2d 51 (Fla. 3d DCA 1981)          |
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| Hagg v. Doe                                                         | 704 So.2d 1117, 1118 (Fla 2d DCA 1998)   |
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| Humana Hosp Kissimmee Auxiliary INC.                                | 478 So 2d 428 (Fla 5 DCA 1985)           |
| Klien v. Pinellas county                                            | 685 So.2d 945,946 (Fla 2d DCA 1996)      |
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| mCGUIRE                                                             | 17 So 3d at 1276-77                      |
|                                                                     | 4,5,6,7,9, 10                            |
| prestorff v. straud                                                 | 454 So. 2d 564, 565 (Fla 2d DCA 1983)    |
| PALM APC HOLDING v. miwto communities INC                           | 766 So 2d                                |
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| stebnicki v. wolfson                                                | 584 So. 2d 177, 178-79 (Fla 3d DCA 1991) |
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| Ten year lease to own the house that was paid in full to his        |                                          |
| parents over a 33 year period making Petetioner the rightful owner. |                                          |

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

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

**OPINIONS BELOW**

☐ For cases from **federal courts**:

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

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

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

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

☒ For cases from **state courts**:

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

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

The opinion of the circuit court of the 11th Judicial Circuit in and for Miami-Dade County Florida court appears at Appendix E to the petition and is DISMISS complaint with prejudice

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

## JURISDICTION

☐ For cases from **federal courts**:

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

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

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

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

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

☒ For cases from **state courts**:

The date on which the highest state court decided my case was September 27, 2017.  
A copy of that decision appears at Appendix B.

☒ A timely petition for rehearing was thereafter denied on the following date: November 13, 2017, and a copy of the order denying rehearing appears at Appendix A.

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

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

## CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves a violation of the constitution Article 1, section 10, and deny Petitioner's Fourteenth Amendment rights of due process of Law? This Petitioner is accusing (The Keyes company) Respondent of a very serious crime, tortious interference with contractual relations with a contractual and business relationship Petitioner has with his parents for a house that was bought and completely paid in full. Pennzoil v Texaco INC 481 U.S. 1 (1987). This interference was intentional by Respondent The Keyes company. Petitioner's rights were infringed upon as Respondent interfered with a business relationship that Petitioner has with his parents

"The Supreme Court of Virginia has made it clear that actual malice is not an essential element to prove a claim for tortious interference with a contract. All that is required is that the plaintiff demonstrate that the defendant intentionally engaged in the conduct with the primary purpose of interfering with..." FLA R. APP. P. 9.130

Petitioner is a United States citizen that has been totally financially devastated by Respondents intentional tortious interference with the contractual relations Petitioner has with his parents to lease to buy the house he lived in since June 01, 1978 and has paid in full for the property upon the agreed price and terms. Respondent the Keyes company was fully informed on the circumstances and position Petitioner has with his parents. The U. S. courts should protect this U. S. citizens rights according to our constitution called the Bill of Rights. The mere facts that Respondent has chosen not to contest Petitioner's declarations should show this court that Respondent is guilty of the proven accusations.

## STATEMENT OF THE CASE

The final decision was based on an erroneous interpretation of law and there has been an intervening change in the controlling law, and a manifest injustice clearly apparent and it is obvious on its face, will occur if the motion for reconsideration is not granted. 1.420(e)

On or about June 01, 1978 this petitioner and his parent's Jose Luis Soro and Maria Diana Soro entered into a residential lease with an option to buy the property at a future date for \$130,000.00 over (3) Three times the purchase price of \$46,000 that petitioner Soro negotiated the deal and had given them a \$10,000 Ten Thousand deposit for the option to buy. (lease to own) that was used as the down payment for the house.

Petitioner is a licensed real estate broker that has been involved with over 500 leases over the past 40 years. This petitioner worked at the Keyes company (The Respondent) for over (3) Three years until he opened his own Real Estate company in January 1981. Pennzoil v. Texaco INC, 481 U.S. 1 (1987) Petitioner owns the house at 2402 A/Ton Road outright and it was paid in full & legitimate, with his parents permission & blessing. Dade county 269 so. 2d at 657-58

This petitioner has spent over (\$146,000) one hundred forty six thousand dollars on repairs, modifications and appliances over the past (33) thirty-three years on the house he had discussed and negotiated and accepted

Gries Invest. 388 so. 2d at 1282 4 Hays v Roe 704 so. 2d 1117, 1118 (Fla 2d DCA (1978) Klein v. Pinellas county 685 so. 2d 945, 946 (Fla 2d DCA 1996) Rayes 895 so. 2d at 1274-75 Stebnicki v. Wolfson 584 so. 2d 177, 178-79 (Fla 3d DCA 1991)

The history of this matter dates back to 1978.

on or about June 01, 1978 the petitioner and his parents entered into a residential lease for the property at 2402 Alton Road, Miami Beach, Florida 33140 for a period of (5) five years until June 1983, with an option to buy the house signed by both his mother Maria D. Soro and his father Jose Luis Soro. During those five years petitioner did a huge amount of work to the house that was built in 1923 and one day in the future would be his to own based on the contract petitioner has with his parents Maria D. Soro and Jose Luis Soro. Since 1980 petitioner future wife Maureen Soro lived at the property and on November 26, 1982 had a reception after his wedding at St. Patrick Catholic Church for his 250(+) guests at 2402 Alton Road. On May 06, 1984 Appellant's first son Doctor Luis A. Soro Jr was born. On September 24, 1985 second son was born. Major repairs continued at 2402 Alton Road at the expense of petitioner for the house that one day would be his based on the contract petitioner has with his mother and father, to acquire the property. In January 1986 petitioner asked his parents to renew his lease so he could get a business loan for one of his corporations of which his mother Maria D. Soro was the Secretary/Treasurer, Director. This time the lease was for (10) ten years with a option to buy as Plaintiff was not going anywhere and had invested a huge amount of time and money at 2402 Alton Road, and had given his parents \$10,000 for the option to buy the property at a future date with a portion of the rent set aside to be used for the purchase of 2402 Alton Road. On or about January 1996 petitioner renewed his lease for (5) five years as his parents were getting older and was going to make his move to buy 2402 Alton Road, at the price agreed to on June 1, 1978. On or about January 2001 petitioner signed another lease for a (10) year period until January 2011. Pennzoil v. Texaco INC 481 U.S. 1 (1987) Petitioner owns the property outright that has a valid contract breached by Respondent that abused this Petitioner Soro's in firm father, coerced by Respondent, over a house that was paid in full. 5

Michael Pappas in his affidavit indicates that "someone

called about the transaction and "he discussed the matter with the district sales manager of Keyes' Miami Beach office, Frank E. Jewett Jr. Michael Pappas by his own admission that is signed is a liar. The facts prove that he called Frank E. Jewett Jr, the manager, I also called the manager and Julio C. Perez so they had to know that it was me Luis Soto calling about 2402 Alton Road. Pappas knew it was me. As I was in his office a number of months before.

Petitioner has proof that on April 1, 2010 (A year before the sale) Julio Perez did a comparative market analysis and was supervised at all times by Frank E. Jewett Jr the manager. The property was listed on March 15, 2011. The analysis was out dated by 1 year. Property on Miami Beach goes up every month.

Petitioner has proof that on March 21, 2011 (6 days after the listing) received an offer from Pedro Jose Lopez Jr of \$430,000 for a house that is in the Bay Shore Area where home have an average price of over one million dollars. I had a 10 year lease from the owner and Father Jose Luis Soto, dated 5-9-09. I Luis Soto had lived at 2402 Alton Road Miami Beach, since

June of 1978 and was registered to vote based on that address, and due to bank records, I had my father give me a 10 year lease on 2402 Alton Road, to get an investment loan for my company. All that is registered with the state of Florida since 1981. Petitioner is the legal, lawful, real, true, proper correct owner of the house. The Keyes Co. Associate Jewett and Associate Perez are aware

of the petitioner's allegation that he had a ten (10) year

leasehold interest in the property, see exhibit "A" my

Father had Alzheimer's and suffered from dementia and had a short memory at times telling me to take him to the grocery

or doctor but I would tell him, he had already gone the day before or two. The Keyes company cause my contract to be broken and

every thing I own stole by moves they brought in, to remove my personal property from my leasehold, with complete knowledge

of the lease to own petitioner has with his father until 5-08-2019 in fact the 3 district court of Appal granted a stay of the

case involving eviction. Penn 2011 V. Texaco INC. 481 U.S. 1 (1987) The property is paid in full and Respondent breached the contract that caused tortious interference with contractual relations. Petitioner has with his parents causing economic harm. Silver v. Walmart stores. 763 So 2d @ 1086

## REASONS FOR GRANTING THE PETITION

Respondent did tortious intentional interference. In this case is critical to enforcing the congressional goal of ensuring that all litigants be given a fair opportunity to be heard on the issue, and the substance of his claim and the precluded party had a full and fair opportunity to litigate the issue in the first action. This petitioner was not given a full and fair opportunity to litigate. Petitioner owns the house outright.

*Brandal v. State Farm Mut. 310 So.2d 780-781 (Fla. 2d DCA 1975)*

This case before this court involves the review of the trial court dismissing this case with prejudice and without giving this pro se petitioner that is the right full owner based on his contract payments, the opportunity and time to amend the complaint due to respondent's claim that petitioner failed to state a cause of action. Exhibit F. is the (10) Ten year lease signed by petitioner Luis A. Soro and his 85 year old father Jose Luis Soro on May 8, 2009 for a duration of (10) years to May 8, 2019. Appellant had tied up this house for his and his family use as petitioner Soro's father would be 95 years old and not alive at the end of the lease. This petitioner Luis A. Soro has spent thousands and thousands and thousands of Dollars AND hours of time fixing up the house at 2402 Avton Road Miami Beach Florida 33140, that would be in his name and was paid in full over the 33 years petitioner worked very hard to pay. Respondent has committed tortious interference in this case and petitioner has been financially harmed.

*Pennzoil v. Texaco INC 481 U.S. 1 (1987) 690 So.2d 660-661 (Fla. 3d DCA 1997)*

This case before this court involves the review of the trial court dismissing this case with

prejudice and without giving this pro se petitioner that is the rightful owner based on his contract & payments, the opportunity and time to Amend the complaint due to respondent's claim that petitioner failed to state a cause of action. Exhibit F. is the (10) Ten

year lease signed by petitioner Luis A. Soro and his 85 year old father Jose Luis Soro on May 8, 2009 for a duration of (10) years to May 8, 2019.

Petitioner had tied up this house for his and his family use as Petitioner Soro's father would be 95 years old and not alive at the end of the lease.

This petitioner Luis A. Soro has spent thousands and thousands of Dollars AND hours of time fixing up the house at 2402 ALTON ROAD MIAMI Beach Florida 33140. This petitioner had given his

parents a \$10,000 deposit for the option to buy this house and a percent of the rent was set aside every month for the purchase of this property petitioner wanted to acquire 2402 ALTON ROAD from his parents

and petitioner's parents gave petitioner permission and blessing to keep 2402 ALTON ROAD in the Soro family as they could not take it with them upon their passing on. Petitioner's father Jose Luis Soro was very

ill as he had severe Dementia AND Alzheimer's Disease and under heavy narcotic medication making him incapable of signing a contract that would be enforceable on July 11, 2011, to transfer the property title. My father was abused by the Keyes company and their associates Julio Perez, FRANK Jewett, Carrie

Rodriguez and Michael Pappas. Hayward & ASSocs v. Hoffman 793 So.2d 89 (Fla.2d DCA 2001) INC 478 So.2d 428 (Fla.5th DCA 1985) ⑧ Humana Hosp Kissimmee Auxiliary

This petitioner has spent over (\$146,000) one hundred forty six thousand dollars on repairs, modifications and Appliances over the past (33) thirty-three years on the house he had discussed and negotiated and accepted by all parties on a purchase price of \$10,000 on or about June 1978. 12% of the rent was also going towards the purchase price that had been negotiated on June 01, 1978.

The lower court did not take into consideration that on July 11, 2011 when Petitioner's son, in firm and father, doctor prescribed narcotic opioid pain relievers and cognition-enhancing medication (memantine) namenda to treat severe dementia associated with Alzheimer's disease signed a property transfer that was owned outright by petitioner based on the contract signed by petitioner's parents and Petitioner's son and renewed for the past (41) forty one years, until 5-08-2019.

All the repairs and modifications made to 2402 Alton Road Miami Beach, Florida 33140 came out of pocket of petitioner for the house that one day would be his, and it would be free and clear of debt based on the contract that is legal and enforceable that must be honoured and was breached by Respondent with full knowledge, facts, and understanding as petitioner fully briefed the Respondent of the contract lease to own. Petitioner has with his parents that is valid until May 08, 2019. *Pennzoil v. Texaco Inc 481 U.S. 1 (1987)* and that the house was paid in full to his parents.

This petitioner has lost every thing he owned and worked for the past 40 years including his home of 33 years because of Respondent's Breach of contract. Petitioner has and owns, the property outright.

## CONCLUSION

Unless this case is sent back to the lower court it would be a complete travesty of justice. Petitioner was treated like a mockery, and a miscarriage of justice occurred. This case as it was handled is an insult to the system of justice. It is distorted, false and absurd. Luis A. Soro is the legitimate equitable owner of the house, out right, with his parents authority, empowerment and approbation. This Petitioner Soro Respectfully requests that

this Court reverse the Lower court order dismissing the case with prejudice and with out giving this pro se petitioner the opportunity to amend the complaint and recover his home of 32 years and all of his personal property. Edward L. Wezelek v. Sunbeam television corporation, 413 So. 2d 51 (Fla. 3d DCA 1982)

In the instant case the lower court dismissed the complaint for failure to state a cause of action. (This petitioner did state a cause of action) and was not given time to file an amended complaint. See the complaint filed by petitioner Luis A. Soro. This petitioner has had everything he owned stolen from his lease hold with an option to buy due to the actions of the respondent. Judges in cases are very flexible in granting time to Amend a complaint, and petitioner Soro obviously was not aware of each and every rule of procedure in advocating his case in the lower court. Pennzoil v. Texaco INC, 481 U.S. 1 (1987) The trial court abused it's discretion when it

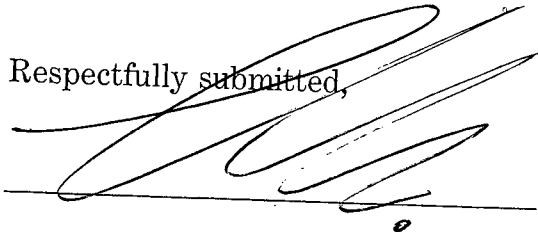
Fla R App. P. 9.130.

dismissed this case with out notice, failure to set the case for trial and pending motion to Amend Complaint. The statute of limitation had not run and was improper. This Petitioner loves his home and worked very hard to pay the rent, taxes and insurance with his triple net lease with option to buy. The house was paid in full to his parents over the 32 years petitioner lived at the property petitioner has until may 08, 2019 to transfer title.

McGuire 17 so 3d at 1276-77, E.g. Benton v. Moore 655 so 2d 1272 (Fla 1st DCA 1995) Edward L. Nezelek v. Sunbeam Television 413 so 2d 57 (Fla 3d DCA 1981) Palm AFC Holding v. Minto Communities Inc. 766 so 2d 436-437, 38 (Fla 4th DCA 2000) Prestorff v. Straud 434 so. 2d 564, 565 (Fla 2d DCA 1983) Fla RUL of civil procedure 1.540 Heekin v. Highsmith 56 so. 3d 786, 787 (Fla 1st DCA 2010) Kozel v. Ostendorf 629 so 2d 817, 818 (Fla 1994) St VII. 714 so. 2d. at 605 Pennzoil v. Texaco Inc 481 US 1 (1987)

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Date: December 24, 2017