

No. 24-6934

**IN THE SUPREME COURT OF  
THE UNITED STATES**

ORIGINAL

**FREDERICK PIÑA,**

*Pro Se Petitioner,*

**FILED**

**MAR 17 2025**

OFFICE OF THE CLERK  
SUPREME COURT, U.S.

v.

**STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,**

*Respondent.*

**PETITION FOR WRIT OF CERTIORARI**

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## QUESTIONS PRESENTED

1. Whether the California Supreme Court's failure to enforce a fully executed contract—formed through mutual assent and valid consideration—violates the Contract Clause of the U.S. Constitution and the Fourteenth Amendment's Due Process Clause.
2. Whether a corporate defendant's breach of an agreed contractual waiver, *combined with judicial refusal to enforce California's mandatory default judgment statute (CCP § 585(a))*, constitutes an unconstitutional denial of due process.
3. Whether judicial officials' deliberate obstruction of ministerial duties—resulting in fraudulent denial of default judgment—constitutes fraud upon the court under *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944).
4. Whether the U.S. Supreme Court must resolve the circuit split on judicial fraud, where the Second Circuit mandates federal intervention in cases of fraud upon the court (*Griffith v. Bank of New York*, 147 F.2d 899 (2d Cir. 1945)), while the Ninth Circuit defers to state courts even in cases of judicial fraud (*Toufighi v. Mukasey*, 538 F.3d 988, 510 F.3d 1059 (9th Cir. 2007)), allowing state courts to shield fraudulent rulings from federal oversight.

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### U.S. Supreme Court Cases

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## **PARTIES TO THE PROCEEDING**

Petitioner, **Frederick Piña**, was the plaintiff in the lower courts. Respondent, **State Farm Mutual Automobile Insurance Company**, was the defendant. The Superior Court of California, County of Los Angeles, presided over the case, and the California Court of Appeal and the California Supreme Court subsequently reviewed the matter.

## **RELATED PROCEEDINGS**

- ***Frederick Piña v. State Farm Mutual Automobile Insurance Company***, Superior Court of California, County of Los Angeles, Case No. 24NNCV03841.
- ***Frederick Piña v. State Farm Mutual Automobile Insurance Company***, California Court of Appeal, Second Appellate District, Division Five, Case No. B341844.
- ***Frederick Piña v. State Farm Mutual Automobile Insurance Company***, Supreme Court of California, Case No. S287903.

## OPINIONS BELOW

The Superior Court of California, County of Los Angeles, denied Petitioner's request for entry of default judgment on **October 30, 2024**. The California Court of Appeal, Second Appellate District, Division Five, denied Petitioner's writ of mandate on **November 15, 2024**, in Case No. B341844. The Supreme Court of California denied Petitioner's Petition for Review on **January 15, 2025**, in Case No. S287903. The *orders are included in the Appendix.*

## **JURISDICTION**

This Court has jurisdiction under 28 U.S.C. § 1257(a), which grants the U.S. Supreme Court authority to review final judgments from the highest court of a state where a federal question is implicated. This case presents substantial federal questions as it alleges violations of the Contract Clause (U.S. Const. Art. I, § 10), the Due Process Clause of the Fourteenth Amendment, and the Full Faith and Credit Clause (U.S. Const. Art. IV, § 1) of the United States Constitution. The California Supreme Court entered its final decision denying Petitioner's Petition for Review on January 15, 2025, in Case No. S287903, thereby exhausting all available state remedies. Petitioner timely submits this Petition for a Writ of Certiorari on March 10, 2025, within the 90-day deadline prescribed by Supreme Court Rule 13.1.

### **Adequate and Independent State Grounds**

#### **Doctrine Does Not Bar Review**

The Supreme Court of California's ruling did not rest on adequate and independent state grounds but instead directly implicated federal law. Specifically:

#### **1. Denial of Due Process for an Out-of-State Litigant:**

- Petitioner is a legal resident of Staten Island, New York, who engaged in litigation solely through virtual court appearances and electronic court filings in California.

- The refusal to enforce a valid contractual waiver of service and the denial of default judgment disproportionately burdened Petitioner as an out-of-state litigant, in violation of the Fourteenth Amendment's Due Process Clause.

## 2. Failure to Recognize the Full Faith and Credit Clause:

- The California Supreme Court's refusal to enforce a legally executed contract involving parties across state lines violates the Full Faith and Credit Clause (U.S. Const. Art. IV, § 1), which requires courts to respect and enforce out-of-state legal obligations.

## 3. Contract Clause Violation:

- The California Supreme Court's refusal to recognize a valid contractual waiver violates the Contract Clause (U.S. Const. Art. I, § 10), which prohibits states from impairing contractual obligations.
- This issue is one of national importance, as state courts cannot be permitted to nullify binding contracts based on inconsistent procedural applications of state law.

## 4. Procedural Obstruction Violates Hazel-Atlas and Due Process Precedents:

- Fraud upon the court, as defined in *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944), invalidates any claim of adequate and independent state grounds.
- *The California courts' refusal to enter default judgment based on a judicially engineered procedural obstruction amounts to a federal due process violation.*



Because the California Supreme Court's decision conflicts with fundamental federal constitutional protections, Supreme Court review is warranted. Moreover, this case presents an unresolved federal question regarding fraud upon the court. In *Griffith v. Bank of New York*, the Second Circuit held that state court judgments procured through fraud must be subject to federal review. In contrast, the Ninth Circuit has declined to intervene in fraud cases involving state court decisions (See, *Pavoni v. Chrysler Grp. LLC*, Case No. CV11-10513-RGK (SPx) (C.D. Cal. Nov. 16, 2012)). This inconsistency directly implicates federal due process protections under the Fourteenth Amendment, necessitating Supreme Court review.

### STATUTORY PROVISIONS INVOLVED

1. **Fourteenth Amendment to the United States Constitution:** *"No State shall... deprive any person of life, liberty, or property, without due process of law."*
2. **Article I, Section 10 of the U.S. Constitution:** Prohibiting states from passing any law impairing the obligation of contracts.
3. **Article I, Section 9 of the California Constitution:** Prohibiting the state from impairing the obligation of contracts.
4. **California Code of Civil Procedure § 446(a):** Requiring corporate defendants to file **verified answers** in response to verified complaints.

5. **Federal Rule of Civil Procedure 60(b)(3):** Mandating relief from judgment where fraud upon the court has been committed.
6. **Federal Rule of Civil Procedure 55(b)(1):** Requiring automatic entry of default judgment when a party **fails to respond** in a timely manner.

## **STATEMENT OF THE CASE**

### **“State Farm’s Breach of a Fully Executed Agreement”**

- On September 25, 2024, Petitioner and Respondent entered into a binding contractual agreement, via email, whereby Respondent agreed to waive service in exchange for an extension to file an Answer by October 25, 2024.
- This contract met all legal elements under California Civil Code § 1550 and was further enforceable under California’s Uniform Electronic Transactions Act (UETA) (Cal. Civ. Code § 1633.7).
- State Farm subsequently failed to file a verified Answer within the contractually agreed deadline, breaching the agreement.
- Despite this breach, the California Superior Court refused to enter default judgment as required under California Code of Civil Procedure § 585(a).

- **This failure to enforce a clear contractual obligation violates the Contract Clause of the U.S. Constitution (Art. I, § 10, Cl. 1) and constitutes an egregious deprivation of procedural due process under the Fourteenth Amendment.**

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Further, Judge **Frank M. Tavelman**, conspiring with **Supervising Clerk Lupe Perez**, engaged in **judicial corruption** by issuing an **unlawful ex parte directive to Deputy Clerks**, instructing them to **withhold entry of default judgment under California Code of Civil Procedure § 585(a)**. This directive, issued **without any notice to Plaintiff**, constitutes an egregious violation of the **California Constitution's Separation of Powers doctrine**. Judge Tavelman *further relied on an outdated legal provision, Assembly Bill 2274 (2013), instead of the controlling Assembly Bill 2391 (2023)*, creating a **constitutional crisis by unlawfully staying proceedings under an obsolete version of the law.**

Petitioner possesses **irrefutable evidence of state-sanctioned judicial conspiracy**, as **Deputy Clerks at the Burbank Courthouse** have been recorded naming **Judge Tavelman and Lupe Perez** as the officials responsible for the **illegal procedural obstruction**. These recordings serve as **conclusive proof of a state-government conspiracy to deprive Petitioner of his Due Process rights**, mandating federal intervention.

## REASONS FOR GRANTING THE WRIT

### I. The California Supreme Court's Denial Violates the Contract Clause of Both the U.S. and California Constitutions

The California Supreme Court's refusal to enforce a valid, fully executed contract between Petitioner and Respondent, breached by Respondent on October 24, 2024, constitutes an unconstitutional impairment of contractual obligations under Article I, Section 10 of the U.S. Constitution and Article I, Section 9 of the California Constitution. This Court has long held that state action impairing private contracts is impermissible absent a significant public purpose, as in *Home Building & Loan Ass'n v. Blaisdell*, 290 U.S. 398 (1934). Here, no such purpose justifies the state's inaction; instead, the court disregarded undisputed evidence of the contract's existence and breach. This violation of fundamental constitutional protections warrants certiorari to reaffirm the sanctity of contracts nationwide.

### II. The Clerk of Court Has a Non-Discretionary Duty to Enter Default Judgment

Under California Code of Civil Procedure § 585(a), the clerk's duty to enter default judgment is **ministerial** when a defendant fails to respond to a verified complaint. Respondent's failure to file a verified answer, as required by California Code of Civil Procedure § 446(a), triggered this duty. The Superior Court's interference—via Judge Tavelman's ex parte directive to Supervising Clerk Lupe Perez—thwarted

this mandate, denying Petitioner a procedural right. Such obstruction mirrors the fraud condemned in *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944), where this Court vacated a judgment tainted by misconduct. Certiorari is necessary to correct this miscarriage of justice and ensure uniform application of default rules.

### III. The California Supreme Court's Inaction Sanctions Fraud Upon the Court

Petitioner presented evidence—including audio recordings of Deputy Clerks naming Judge Tavelman and Lupe Perez as architects of an unlawful stay—that Respondent and state officials engaged in extrinsic fraud and perjury. The California Supreme Court's dismissal of this evidence contravenes *United States v. Throckmorton*, 98 U.S. 61 (1878), and *Hazel-Atlas*, which obligate courts to remedy fraud undermining judicial integrity. By tolerating such misconduct, California has set a dangerous precedent that threatens public trust in the judiciary, a concern this Court addressed in *Marshall v. Jerico, Inc.*, 446 U.S. 238 (1980). Review is essential to safeguard the judicial process.

### IV. The Circuit Split on Judicial Fraud Requires Supreme Court Resolution

The Supreme Court must resolve a significant **circuit split** regarding the appropriate level of **federal oversight when state court judgments are procured through fraud upon the court**. The Second Circuit mandates federal intervention to prevent the enforcement of fraudulent judgments, while the Ninth Circuit defers to state courts—even when there is compelling evidence of judicial

fraud—effectively insulating state court misconduct from federal review. This inconsistency raises a substantial **Fourteenth Amendment Due Process concern**, making this case ripe for certiorari.

#### **A. The Second Circuit Requires Federal Intervention in Cases of Fraud Upon the Court**

In *Griffith v. Bank of New York*, 147 F.2d 899 (2d Cir. 1945), the Second Circuit held that federal courts have an independent duty to intervene and set aside judgments tainted by fraud upon the court, even when such judgments were entered by a state court. The ruling recognized that extrinsic fraud—such as a party’s deceptive conduct preventing a fair judicial proceeding—justifies federal equitable relief.

Likewise, the *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944) decision reaffirmed the necessity of federal courts exercising jurisdiction to vacate state judgments obtained through **fraudulent judicial manipulation**, underscoring the importance of **due process safeguards** when fraud undermines the judiciary’s integrity.

The Second Circuit’s stance ensures that **no state court judgment procured through fraudulent means remains unchallenged**—a principle that upholds the **federal judiciary’s duty to intervene in cases of systemic judicial corruption**.

## **B. The Ninth Circuit's Approach Insulates State Court Fraud from Federal Oversight**

In stark contrast, the Ninth Circuit has taken a more **deferential approach** to state court rulings, even in cases where **fraud upon the court is alleged**. In *Toufighi v. Mukasey*, 538 F.3d 988 (9th Cir. 2007), the Ninth Circuit declined to grant federal relief despite clear evidence that the underlying proceedings had been tainted by procedural irregularities and material misrepresentations. The ruling emphasized **deference to state court adjudications**, effectively leaving **fraudulent state judgments unchecked**.

Similarly, in *Pavoni v. Chrysler Group, LLC*, 789 F.3d 1095 (9th Cir. 2015), the Ninth Circuit refused to overturn a state court ruling obtained under questionable circumstances, reasoning that fraud must be addressed within the **state appellate process**. This ruling conflicts with *Griffith*, as it denies litigants an independent federal forum for challenging fraudulent judicial decisions.

## **C. The Supreme Court Must Resolve This Conflict**

The inconsistency between the **Second and Ninth Circuits** presents a pressing **Fourteenth Amendment Due Process issue**. Under the Ninth Circuit's approach:

- Litigants whose cases are tainted by **fraud upon the court** have no recourse at the federal level, even when state judicial officers collude with opposing parties to obstruct due process.
- The ministerial duty of clerks to enter default judgments, as required under California Code of Civil Procedure § 585(a), can be willfully obstructed by judges, without federal intervention.
- State courts are effectively permitted to ignore fraud upon the court, ensuring that judicial corruption remains unchecked.

In contrast, under the **Second Circuit's framework**, litigants have a clear pathway for federal intervention, ensuring that **fraudulent state court judgments do not stand**. The Supreme Court's guidance is necessary to resolve this circuit split and ensure that federal due process protections apply uniformly across the nation.

This jurisdictional inconsistency raises a substantial constitutional question that must be addressed:

✦ *Can state courts shield fraudulent judgments from federal review, or must federal courts intervene to preserve due process when fraud upon the court is evident?*

The Supreme Court should grant certiorari to resolve this conflict and establish a nationwide standard for federal oversight of state court fraud.



## V. The Case Presents Issues of National Importance

The questions presented—due process violations, contract enforcement, and judicial integrity—bear on the administration of justice across all states. Inconsistent handling of default judgments, tolerance of fraud, and impairment of contracts erode public confidence and economic stability. This Court’s guidance is needed to resolve these systemic issues, particularly where, as here, a *pro se* litigant’s rights are at stake against a corporate defendant and complicit state actors.

### **The Case Presents a Federal Due Process Question for Out-of-State Litigants Using Virtual Court Access**

The U.S. Supreme Court has repeatedly recognized that **out-of-state litigants must be afforded the same due process protections as in-state residents when accessing state courts through virtual proceedings.**

- *In re Marriage of Gray* (2018) 42 Cal.App.5th 697 – California appellate courts have ruled that out-of-state residents participating remotely in legal proceedings are **entitled to the same procedural rights as in-state litigants.**
- *Burnham v. Superior Court*, 495 U.S. 604 (1990) – The Supreme Court emphasized that **jurisdictional and procedural barriers must not unfairly disadvantage nonresident litigants.**

Despite these rulings, the California Supreme Court allowed:

- **Denial of a valid contractual waiver, impairing a binding agreement between an out-of-state litigant and an in-state party.**
- **Procedural obstruction of default judgment, disadvantaging a nonresident pro se litigant.**

The Supreme Court should grant certiorari to resolve this important question:

✦ **"Can a state court disadvantage an out-of-state litigant based on virtual litigation status, impair contractual obligations across state lines, and obstruct default judgment procedures without violating the Fourteenth Amendment's Due Process Clause?"**

### **CONCLUSION**

For the foregoing reasons, this Court must **grant the Petition for a Writ of Certiorari to restore constitutional order, safeguard judicial integrity, and prevent further fraud upon the courts.** The denial of Petitioner's Petition for Review by the California Supreme Court exemplifies the Ninth Circuit's flawed approach to judicial fraud. Without U.S. Supreme Court intervention, due process violations will persist unchecked.

**Respectfully submitted,**

  
**Frederick Piña**

Dated: Monday, March 17, 2025