

SUPREME COURT
FILED

JAN 15 2025

Court of Appeal, Second Appellate District, Division Five - No. 13941844 ^{Jorge Nayarrete Clerk}

S287903

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

FREDERICK PINA, Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY, Respondent;

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, Real Party in
Interest.

The motion to expedite review is denied.
The requests for judicial notice are denied.
The petition for review is denied.

GUERRERO

Chief Justice

APPENDIX B

Order of the California Court of Appeal, Second Appellate District, Division Five, denying Petitioner's writ of mandate, dated November 15, 2024, in Case No. B341844.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT COURT OF APPEAL - SECOND DIST.

DIVISION FIVE

FILED

Nov 15, 2024

EVA McCLINTOCK, Clerk

B. Rosales Deputy Clerk

FREDERICK PINA,

Petitioner,

v.

THE SUPERIOR COURT OF
LOS ANGELES COUNTY,

Respondent.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Real Party in Interest.

B341844

(Super. Ct. No. 24NNCV03841)

(Frank M. Tavelman, Judge)

ORDER

THE COURT:

The court has read and considered the petition for writ of mandate filed November 4, 2024, as well as the documents and audio file received and/or filed between November 5, 2024 and November 14, 2024. The requests for judicial notice are granted to the extent they seek judicial notice of specific documents in the superior court records. (Evid. Code, § 452, subd. (d).) The requests are denied in all other respects. The petition is denied.

Baker

BAKER, Acting P.J.

Moore

MOOR, J.

Kim

KIM, J.

APPENDIX C

Order of the Supreme Court of California denying Petitioner's Petition for Review, entered January 15, 2025, in Case No. S287903.

CIV-100

ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NO.	FOR COURT USE ONLY	
NAME: FREDERICK PINA			FILED Superior Court of California County of Los Angeles 10/24/2024 Grand W. Sayton, Executive Officer / Clerk of Court By: <u>D. Carroll</u> Deputy	
FIRM NAME: PRO SE				
STREET ADDRESS: 90 VREELAND STREET, #4				
CITY: STATEN ISLAND	STATE: NY	ZIP CODE: 10302		
TELEPHONE NO: 929-944-7029	FAX NO.			
E-MAIL ADDRESS: pina.frederick@gmail.com				
ATTORNEY FOR (name): SAME				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES				
STREET ADDRESS: 300 E. Olive Ave. Burbank CA 91502				
MAILING ADDRESS: 300 E. Olive Ave. Burbank CA 91502				
CITY AND ZIP CODE: Burbank 91502				
BRANCH NAME: BURBANK COURTHOUSE				
Plaintiff/Petitioner: FREDERICK PINA				
Defendant/Respondent: STATE FARM MUTUAL AUTOMOBILE INSURANCE CO.				
REQUEST FOR (Application)		<input checked="" type="checkbox"/> Entry of Default <input checked="" type="checkbox"/> Clerk's Judgment <input checked="" type="checkbox"/> Court Judgment		CASE NUMBER 24NNCV03841
Not for use in actions under the Fair Debt Buying Practices Act (Civ. Code, § 1788.50 et seq.); (see form CIV-105)				

1. TO THE CLERK: On the complaint or cross-complaint filed
- on (date): August 27, 2024
 - by (name): **FREDERICK PINA**
 - ☒ Enter default of defendant (names):
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
 - ☒ I request a court judgment under Code of Civil Procedure sections 585(b), 585(c), 989, etc., against defendant (names):

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code Civ. Proc., § 585(d).)
 - ☐ Enter clerk's judgment
 - ☐ for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
☐ Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.48.
 - ☐ under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 - ☐ for default previously entered on (date):
2. Judgment to be entered.
- | | Amount | Credits acknowledged | Balance |
|--------------------------|---------------------|----------------------|---------|
| a. Demand of complaint | \$ 2,500,000.00 | \$ | \$ |
| b. Statement of damages* | | | |
| (1) Special | \$ | \$ | \$ |
| (2) General | \$ | \$ | \$ |
| c. Interest | \$ 390,821,917.81 | \$ | \$ |
| d. Costs (see reverse) | \$ | \$ | \$ |
| e. Attorney fees | \$ | \$ | \$ |
| f. TOTALS | \$ 2,890,821,917.81 | \$ | \$ |
- g. Daily damages were demanded in complaint at the rate of: \$ 138,986.30 per day beginning (date): Jan 5, 2017
(* Personal injury or wrongful death actions: Code Civ. Proc., § 425.11.)
3. ☐ (Check if filed in an unlawful detainer case.) Legal document assistant or unlawful detainer assistant information is on the reverse (complete item 4).

Date:

FREDERICK PINA

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT
USE ONLY

- (1) ☐ Default entered as requested on (date): **Grand W. Sayton, Executive Officer / Clerk of Court**
- (2) ☒ Default NOT entered as requested (state reason): **see reject**

Clerk, by

D. Carroll

Deputy

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
CIV-100 (Rev. January 1, 2023)REQUEST FOR ENTRY OF DEFAULT
(Application to Enter Default)Code of Civil Procedure, §§ 585-587, 1169
www.courts.ca.gov

Plaintiff/Petitioner: FREDERICK PINA	CASE NUMBER
Defendant/Respondent: STATE FARM MUTUAL AUTOMOBILE INSURANCE CO.	24NNCV03841

4. Legal document assistant or unlawful detainer assistant (Bus. & Prof. Code, § 6400 et seq.). A legal document assistant or unlawful detainer assistant ☐ did ☒ did not for compensation give advice or assistance with this form. If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state:

- | | |
|--|----------------------------|
| a. Assistant's name: | c. Telephone no.: |
| b. Street address, city, and zip code: | d. County of registration: |
| | e. Registration no.: |
| | f. Expires on (date): |

5. ☒ Declaration under Code Civ. Proc., § 585.5 (for entry of default under Code Civ. Proc., § 585(a)). This action

- a. ☐ is ☒ is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
b. ☐ is ☒ is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
c. ☐ is ☒ is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. Declaration of mailing (Code Civ. Proc., § 587). A copy of this Request for Entry of Default was

- a. ☐ not mailed to the following defendants, whose addresses are unknown to plaintiff or plaintiff's attorney (names):
b. ☒ mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:
(1) Mailed on (date): October 24, 2024
(2) To (specify names and addresses shown on the envelopes):
Via electronic service by OneLegal.com (An approved third party vendor)

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date:

FREDERICK PINA

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. Memorandum of costs (required if money judgment requested). Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

- a. Clerk's filing fees \$
b. Process server's fees \$
c. Other (specify): \$
d. \$
e. TOTAL \$
f. ☒ Costs and disbursements are waived.

g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 7 is true and correct.

Date:

FREDERICK PINA

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Plaintiff/Petitioner: FREDERICK PINA	CASE NUMBER:
Defendant/Respondent: STATE FARM MUTUAL AUTOMOBILE INSURANCE CO.	24NNCV03841

8. **Declaration of nonmilitary status** (required for a judgment)
 No defendant/respondent named in item 1c is in the military service of the United States as defined by either the Servicemembers Civil Relief Act (see 50 U.S.C. § 3911(2)) or California Military and Veterans Code sections 400 and 402(f).

I know that no defendant/respondent named in item 1c is in the U.S. military service because (check all that apply):

- a. ☐ the search results that I received from <https://scra.dmdc.osd.mil/> say the defendant/respondent is not in the U.S. military service.
- b. ☒ I am in regular communication with the defendant/respondent and know that they are not in the U.S. military service.
- c. ☐ I recently contacted the defendant/respondent, and they told me that they are not in the U.S. military service.
- d. ☐ I know that the defendant/respondent was discharged from U.S. military service on or about (date):
- e. ☐ the defendant/respondent is not eligible to serve in the U.S. military because they are:
☐ incarcerated ☐ a business entity
- f. ☐ other (specify):

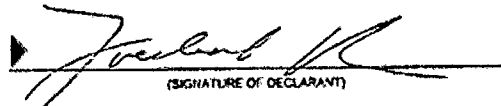
Note

- U.S. military status can be checked online at <https://scra.dmdc.osd.mil/>.
- If the defendant/respondent is in the military service, or their military status is unknown, the defendant/respondent is entitled to certain rights and protections under federal and state law before a default judgment can be entered.
- For more information, see <https://selfhelp.courts.ca.gov/military-defaults>.

I declare under penalty of perjury under the laws of the State of California that the foregoing item 8 is true and correct.

Date:

FREDERICK PINA
 (TYPE OR PRINT NAME)


 (SIGNATURE OF DECLARANT)

APPENDIX D

The two email(s), dated September 25, 2024, constituting a legally binding, fully executed Contractual Agreement between Plaintiff and Defendant.

The Defendant willfully and knowingly breached their Contractual Agreement on October 24, 2024, just 29 days by filing a fraudulent Motion to designate Plaintiff a “vexatious litigant”, thus not only allowing the Defendant to legally cover their contractual tracks, but furthermore, avoid any legal accountability for the Verified Complaint, which legally mandates Verified Answers signed by an officer of the corporation, pursuant to *California Code of Civil Procedure* § 446(a).



Frederick Piña <pina.frederick@gmail.com>

Pina v State Farm

2 messages

Tod Castronovo <tmc@sc-law.co>
To: Frederick Piña <pina.frederick@gmail.com>
Cc: "Tina M. Bhatia" <tmb@sc-law.co>

Wed, Sep 25, 2024 at 11:27 AM

Mr. Pina:

On September 20, I advised you our firm would be representing State Farm in your lawsuit filed against State Farm last month in the Burbank branch of the Los Angeles County Superior Court. I requested that all communications be directed to our firm and that you not communicate directly with our client, State Farm, regarding the claims that are now in litigation. You responded the same day and from your response I believed you had agreed to my request regarding not communicating directly with State Farm.

Yesterday you again directly communicated with State Farm despite State Farm being represented by counsel regarding matters which are the subject of your lawsuit against it. I would again request you desist in communicating directly with State Farm regarding your claims. Please be advised that State Farm is considering seeking a restraining order against you ordering that you desist communicating directly with it regarding matters which are the subject of your lawsuit.

You served your most recent lawsuit on our firm on September 4. This is not valid service. Nevertheless, I have authority from State Farm to waive proper service of your lawsuit and respond to your lawsuit by October 25, 2024. If this proposal is not acceptable to you, we will have no alternative but to file a motion to quash service which will cause an otherwise unnecessary delay in the progress of your case. Thank you

Tod M. Castronovo

Shaver Castronovo LLP
16255 Ventura Boulevard, Suite 850
Encino, CA 91436
818.905.6001 x113
818.905.6004 / fax

Confidentiality Notice: This communication contains information that is privileged or confidential within the meaning of the Rules of Professional Conduct and related state rules of professional conduct pertaining to attorney-client communications. Do not disclose or distribute this communication to anyone other than the intended recipients. Please contact the above-signed if this message has been received in error.

Frederick Piña <pina.frederick@gmail.com>
To: Tod Castronovo <tmc@sc-law.co>
Cc: "Tina M. Bhatia" <tmb@sc-law.co>

Wed, Sep 25, 2024 at 11:48 AM

Mr. Castronovo,

Your firm was at all times counsel for State Farm. And you were properly serviced via electronic service. As obviously already know, you have only 30 days to respond to a Summons and Complaint.

I am not obligated to agree to waivers, but I comprehend you're seeking flexibility and time to prepare a defense.

I am a fair person that strives to live by the Golden Rule, so... In the spirit of personal amicability and professional courtesy, I will agree to your waiver option as exercised and grant you the new time extension for a response.

October 25, 2024 is marked on Calendar.

Take the necessary time to prepare a proper defense for your client!

Good luck to you!

-- Frederick Pina

[Quoted text hidden]



Frederick Piña <pina.frederick@gmail.com>

Pina v State Farm

Frederick Piña <pina.frederick@gmail.com>
To: Tod Castronovo <tmc@sc-law.co>
Cc: "Tina M. Bhatia" <tmb@sc-law.co>

Wed, Sep 25, 2024 at 11:48 AM

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I am a fair person that strives to live by the Golden Rule, so... In the spirit of personal amicability and professional courtesy, I will agree to your waiver option as exercised and grant you the new time extension for a response.

October 25, 2024 is marked on Calendar.

Take the necessary time to prepare a proper defense for your client!

Good luck to you!

-- Frederick Pina

[Quoted text hidden]

APPENDIX E

The earlier email, whereby Defendant's Counsel sent written instructions to Plaintiff, affirming they'd waived legal objections to Service of Electronic Process.



Frederick Piña <pina.frederick@gmail.com>

Pina v. State Farm / Our File # SF 1121 / CMC Statement and AMENDED CMC Statement

Debra MacDonald <dm@skc-law.com>

Wed, Sep 15, 2021 at 7:08 PM

To: "pina.frederick@gmail.com" <pina.frederick@gmail.com>

Cc: Tod Castronovo <tmc@skc-law.com>, Alex Silva Van Vo <asv@skc-law.com>, Claudia Sternin <cs@skc-law.com>

Debra MacDonald

Secretary to Tod M. Castronovo

SHAVER, KORFF & CASTRONOVO

16255 Ventura Blvd., Suite 850

Encino, CA 91436

(818)905-6001 Ext. 103 /phone

(818)905-6004/fax

NOTE: FOR SERVICE TO BE CONSIDERED EFFECTIVE/TIMELY YOUR PROOF OF SERVICE SHOULD INCLUDE THE FOLLOWING RECIPIENTS:

Tod M. Castronovo - tmc@skc-law.com; Debra MacDonald - dm@skc-law.com; Tina M. Bhatia - tmb@skc-law.com; Lilit Mkrtchyan - lm@skc-law.com; Alex Silva Van Vo - asv@skc-law.com; Wendy DeVries - wd@skc-law.com; Joshua Smith, Paralegal jss@skc-law.com

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