

No. 24-148

IN THE
Supreme Court of the United States

WITTAYA THEERACHANON,

Petitioner,

v.

FIA CARDS SERVICES N.A., *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE
SUPREME COURT OF THE STATE OF DELAWARE

PETITION FOR REHEARING

WITTAYA THEERACHANON

Petitioner Pro Se

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SUPREME COURT, U.S.

CORPORATE DISCLOSURE

The Corporate Disclosure Statement in the petition remains unchanged. The additional party affected after the Court denied this petition is the public company State Farm Insurance Group, the public stock company.

State Farm Insurance is a group of mutual insurance companies with corporate headquarters in Bloomington, Illinois. Founded in 1922, it is the largest property, casualty, and auto insurance provider in the United States.¹

1. State Farm. (2024, November 3). In *Wikipedia*. https://en.wikipedia.org/wiki/State_Farm

THE LIST OF PARTIES

- 1. Wittaya Theerachanon**
- 2. FIA Cards Services N.A.**
- 3. Bank Of America N.A.**
- 4. Tenaglia & Hunt P.A. LLP.**
- 5. Richard Layton & Fingers P.A. LLP.**
- 6. State Farm Insurance Group.**

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Supreme Court Procedure, Briefs. [https://
www.uscourts.gov/about-federal-courts/](https://www.uscourts.gov/about-federal-courts/)1

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PETITION FOR REHEARING

By Supreme Court of the United States Rule 44, any petition for the rehearing of an order denying a petition for a writ of certiorari or extraordinary writ shall be filed within 25 days after the date of the order of denial.

According to The Supreme Court of The United States Procedure, Briefs, If the Justices decide to accept a case (grant a petition for *certiorari*), the case is placed on the docket. According to the Supreme Court's rules, the petitioner has a certain amount of time to write a brief, not to exceed 50 pages, putting forth his/her legal case concerning the issue on which the Court granted review. After the petitioner's brief has been filed, the other party, known as the respondent, is given a certain amount of time to file a respondent's brief. This brief also does not exceed 50 pages.

After the initial petitions have been filed, the petitioner and respondent are permitted to file briefs of a shorter length that respond to the other party's respective position. If not directly involved in the case, the U.S. Government, represented by the Solicitor General, can file a brief on behalf of the government. With the permission of the Court, groups that do not have a direct stake in the outcome of the case but are nevertheless interested in it may file what is known as an *amicus curiae* (Latin for "friend of the court") briefly providing their arguments and recommendations for how the case should be decided.²

2. The Administrative Office of The US Courts, Supreme Court Procedure, Briefs. <https://www.uscourts.gov/about-federal-courts/>

After the petition was filed to Docket file#24-148, The Attorney represented The Respondent's Parent Entity submitted The Waiver to submit the opposing documents. By the Supreme Court of the United States Court Rules, the court shall admit that only the Petition is a non-argument to file in the docket file. The Respondent was no opposing issue in the Petition. The correct legal determination is The Petitioner must entitled to this matter of law. Still, The Court denied the Petition that complied with all legal theories and court rules, left all the conflicts in the law, created a new law, and was unfair to the affected parties regarding the inappropriate denying.

REASONS FOR GRANTING REHEARING

The Waiver Analysis and Message to The Law Clerks.

The Petition is seeking the Default Judgment as it delineated that the Respondent never appeared in the court proceedings in the below courts. The waiver was submitted to this court from its Parent Entity (Bank of America N.A.), considering the disturbance document from the lack of authority party. By US Corporate Law, The Parent Entity or Holding Company has no authority to enter a lawsuit file against its Subsidiary.³ **“Can The Parent Entity enter the lawsuit against its Subsidiary on behalf of its Subsidiary?”** Google’s AI answer will be “No,” but the Law Clerk filed the Waiver in the Docket file instead of rejected.

The Respondent ignored the court document again in front of this court. The law clerks must make

3. 2022, July, Cornell law school, US Corporate law.

recommendations to the justices for the petition to be Granted as it disposes of the Default of Judgment to comply with US law and Court Rules. But The Court denied the petition conflict to the correct legal determination that will create a new US Corporate law; The Parent Entity or Holding Company could allowed to enter any lawsuit against its Subsidiary on behalf that never happened in US history. (*Appendix 1 The Waiver*)

All court proceedings that Bank of America N.A. got involved in, those for the court to pierce the corporate veil for Bank of America N.A., must be liable for the liabilities caused by FIA Cards Services N.A., not contrary and denied.⁴

The Inappropriated Denying is Conflicted with the Correctly Legal Determination.

When the Petition is non-argument, it is the only reason for the court to file it in the Docket file, the Respondent confirming non-opposing to the Petition. Nonopposing is admitted by law; if it doesn't mean that, what does it mean the Court must define? In this circumstance, by the correct legal determination, the Petitioner must entitled in this matter of law, but the court denied the petition.

4. Piercing the corporate veil is a legal action that can occur when a court holds a business owner personally liable for a company's actions, rather than protecting them with the limited liability of a corporation. The most common factors that courts consider in determining whether to pierce the corporate veil is: whether the corporation or LLC engaged in fraudulent behavior. <https://www.nolo.com/legal-encyclopedia/personal-liability-piercing-corporate-veil-33006.html>

The Unfairly to the Affected Party from The Inappropriated Denying.

The reference case of this petition was State Farm v. Campbell, 2003—all the factors and Circumstances in both cases are similar. 2003, the petitioner, “State Farm Insurance Group,” filed the petition with this court. The goal was to decrease the more significant amount of Punitive Damage of \$145,000,000. Still, the court reaffirmed the punishment of this amount if the Respondent in this petition “FIA Cards Services, N.A.” that its actions were considered public harm. Their repeated recidivism also ignored all the power of the court documents, from never appearing in court proceedings to not being liable for any punishment by law. “State Farm Insurance Group”’s action was less violent. It was respectful to the power of the court authority appearing and defending itself throughout court proceedings until this Court deserved the reimbursement of \$145,000,000 Punitive Damage relief by this court to be fair and just. Should the Court hear the State Farm Insurance Group’s Opinion before denying it? (Appendix 2 The Petitioner’s letter to StateFarm Insurance Group CEO/ Legal Department attached the copy of The Petition for Rehearing)

The 4th Time Abuse of Process Occurred?

Some research found that the US Supreme Court’s denial of the petition doesn’t mean the court agreed to the below court order, but only the petition is not significant enough. Maybe it’s true that the petitioner is a natural person, an American Minority who declared the right to a fair trial after a process of abuse within the three

courts below. Isn't this inappropriate denying, considering another abuse of process?

The Petitioner respectfully left all these questions to the Justices. If the Respondent were another party, the outcome would be the same because a surprise outcome had occurred three times previously.

Respectfully submitted,

WITTAYA THEERACHANON

Petitioner Pro Se

2203 Ferndale Avenue, Unit A

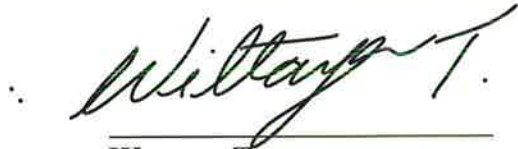
Petersburg, VA 23803

(443) 207-3225

RULE 44(2) CERTIFICATE

Pursuant to Rule 44.2, Petitioner certifies that the Petition for Rehearing is restricted to the grounds specified in the Rule with substantial grounds not previously presented. Petitioner certifies that this Petition for Rehearing is presented in good faith and not for delay.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wittaya T.', is written over a horizontal line.

WITTAYA THEERACHANON

Petitioner Pro Se

2203 Ferndale Avenue, Unit A
Petersburg, VA 23803
(443) 207-3225

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1a

**APPENDIX A — WAIVER OF THE SUPREME
COURT OF THE UNITED STATES**

WAIVER

SUPREME COURT OF THE UNITED STATES

No.

(Petitioner)

V.

(Respondent)

I DO NOT INTEND TO FILE A RESPONSE to the petition for a writ of certiorari unless one is requested by the Court.

Please check the appropriate box:

- ☐ I am filing this waiver on behalf of all respondents.
- ☒ I only represent some respondents. I am filing this waiver on behalf of the following respondent(s):

Please check the appropriate box:

- ☒ I am a member of the Bar of the Supreme Court of the United States. (Filing Instructions: File a signed Waiver in the Supreme Court Electronic Filing System. The system will prompt you to enter your appearance first.)

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Appendix A

- ☐ I am not presently a member of the Bar of this Court. Should a response be requested, the response will be filed by a Bar member. (Filing Instructions: Mail the original signed form to: Supreme Court, Attn: Clerk's Office, 1 First Street, NE, Washington, D.C. 20543).

Signature:	/s/ _____
Date	9/3/24
(Type or print) Name	Matthew A. Fitzgerald
☒ Mr. ☐ Ms. ☐ Mrs. ☐ Miss	

Firm	McGuireWoods LLP		
Address	800 East Canal Street		
City & State	Richmond, VA	Zip	23219
Phone	804-775-4716	Email	mfitzgerald@mcguirewoods.com

A copy of this form must be sent to petitioner's counsel or to petitioner if *pro se*. Please indicate below the name(s) of the recipient(s) of a copy of this form. No additional certificate of service or cover letter is required.

cc:

Wittaya Theerachanon

**APPENDIX B — PETITIONER'S LETTER TO
STATE FARM INSURANCE GROUP LEGAL
DEPARTMENT AND CEO WITH THE COPY
OF THE PETITION FOR REHEARING AND
TRACKING INFORMATION OF THE UNITED
STATES COURT, DATED NOVEMBER 7, 2024**

Wittaya Theerachanon
2203 Ferndale Avenue, Unit A
Petersburg, VA 23803
(4430-207-3225
support@tayainvestment.com

State Farm Mutual Automobile Insurance Company
1 State Farm Plaza
Bloomington, IL 61710

November 7th, 2024

**Dear Chairman Micheal L. Tipsord (Chairman,
President, and Chief Executive Officer)**
CC: State Farm Legal Department
RE: The Petition for Rehearing Docket File#24-148
United States Supreme Court.

I, Wittaya Theerachanon, am a self-represented litigant and a Petitioner in this lawsuit filed at The Supreme Court of The United States. The lawsuit was filed on September 9th, 2024, and it is still in the court proceeding process but is getting close to the final stage for the court to rule on the judgment. I submitted The Petition for Rehearing after the Court denied the petition. The Petition has State Farm v. Campbell, 2003 as the reference case.

4a

Appendix B

This letter informs State Farm Insurance that, as the Affected party, it has the authority to submit the opinion document related to this lawsuit as the US Supreme Court rule allows. However, it will be in a timely manner. I attached a copy of the Petition of Rehearing to this mail packet.

Finally, I apologize for mentioning the company's name before asking for permission from the Company, even if the law allows it. Please accept my apology. I wish State Farm all the best and to be the insurance provider for the United States communities for as long as possible; I wish all the best for the State Farm management team and all employees.

Respectfully Submitted,

_____/S/_____

Wittaya Theerachanon.
Plaintiff, Pro Se'.
2203 Ferndale Avenue, Unit A
Petersburg, Virginia 23803

5a

Appendix B

Staples

Customer Receipt

VYL919327

SHIPPED THROUGH

Ship Date: 11/11/2024

Staples #0318

Expected Delivery Date: 11/13/2024

84 Southgate Square Carrier & Service: **UPS Ground**

Colonial Heights, VA 23834

(804) 524-9010

Ship from

Wittaya Theerachanon

2203 Ferndale Ave

Petersburg, VA 23803-2756, US

Residential

Telephone: +1 (443) 207-3225

Ship to

CEO Jon Farney CC Legal Dept

State Farm Insurance

1 State Farm Plaza

Bloomington, IL 61791-0001, US

Commercial

Shipment Summary

Packages in shipment: 1

Shipment ID: **VYL919327**

POS Number: **6868527791**

Weight(Actual): **0 lb 4.2 oz**

Additional Services: **Collect in-person signature**

6a

Appendix B

Shipment Charges

Package(s) Charges:	\$20.80
Shipment Total:	\$20.80

Package 1

Tracking Number	1Z5AR4614230052272
Packed:	By Customer
Package type:	Custom Package
Dimensions:	L 9 in W 12 in H 1 in
Weight(Actual):	0 lb 4.2 oz
Content Details:	Documents
Signature Choice:	Collect in-person signature

Package 1 Charges

UPS Ground:	\$14.05
Proof Fee:	\$6.75
Package 1 SubTotal:	\$20.80

Track Your Shipment

Log on to www.ups.com or contact UPS
at 1-800-PICK-UPS.

Suspension of Service Guarantee

Effective March 26, 2020 and until further notice, UPS has suspended the UPS Service Guarantee (also referred to as the UPS Money Back Guarantee) for all shipments from any origin to any destination.

Appendix B

Damaged, Lost or Late Claims

In the event that your package is damaged, lost or late, please contact the Staples® Ship Center Claims Department at 1-800-797-5924. Hours of operation: Monday-Friday: 9 A.M.- 8 P.M. EST.

All UPS claims must be called into the Staples Ship Center Claims department within the specified time per UPS policy.

Late claims must be reported after the delivery has occurred and within 15 days of the delivery date. Lost claims must be reported within 60 days of the expected delivery date and require Proof of Value for affected merchandise. Damage claims must be reported within 60 days of the delivery date. All packaging materials as well as the Proof of Value for affected merchandise will be required for damage claims.

Claims take two to six weeks for review and payment (if approved).

By signing the merchant receipt, I understand/agree that:

1. **I am subject to all Staples and UPS Terms and Conditions.** See www.ups.com for further details.
2. Staples reserves the right to open and inspect any package to be shipped.

Appendix B

3. Staples will not be liable for damage to packages improperly packed, unless my receipt shows that I paid for Staples to pack the package.
4. **Staples will not ship any hazardous materials or other restricted items and you affirm that any package you have packed and offered to Staples for shipment does not contain such contents.**
5. Parcel Insurance.
 - a. I may elect to pay an additional, optional fee (as specified on this receipt) for Staples' parcel insurance which is offered as part of Staples' UPS Ship Center services. Such fees do not include any markup by, or commission payment to, Staples. This insurance does not provide any insurance to you – you are neither an insured nor an additional insured under Staples parcel insurance.
 - b. Any claims for disputes related to parcel insurance must be pursued in arbitration not in any court proceeding, and must be pursued on an individual basis only, not in any form of class or representative action. Complete terms and conditions regarding individual binding arbitration are available at www.ups.com.
 - c. Staples' liability on any claim for loss or damage of a package with parcel Insurance shall not exceed the lesser of (a) the insured value, (b) repair cost, (c) actual cost, (d) replacement cost,

Appendix B

or (e) invoice price (where the shipped property has been sold). In all other cases, Staples' liability shall not exceed UPS's maximum liability for loss or damage under its Tariff/Terms and Conditions of Service available for review on www.ups.com.

6. **International packages may be subject to duties, taxes and brokerage fees** as determined by the destination country, to be paid by the receiving party.
7. I have reviewed the shipment address for accuracy.

By signing the merchant receipt, you acknowledge that Staples will NOT ship any hazardous materials or other restricted items, and you affirm that any package you have packed and offered to Staples for shipment does not contain such contents.