No. 25-537

In the Supreme Court of the United States

RAYMOND H. PIERSON, III, M.D.,

Petitioner,

v.

PHYLISS M. RUSHING, CSAA INSURANCE SERVICES AND CSAA INSURANCE EXCHANGE,

Respondents.

On Petition for a Writ of Certiorari to the Supreme Court of California

PETITION FOR A WRIT OF CERTIORARI

Raymond H. Pierson, III, M.D.
Petitioner Pro Se
3 Gopher Flat Rd., Unit #7
Sutter Creek, CA 95685
(209) 267-9118
rpiersonmd@sbcglobal.net

October 26, 2025
SUPREME COURT PRESS ♦ (888) 958-5705 ♦ BOSTON, MASSACHUSETTS

QUESTIONS PRESENTED

Petitioner Dr. Pierson was acutely stricken by the emergent development of an acute life threatening cardiac condition which required immediate hospitalization for an emergency cardiac surgery procedure at the Stanford University Medical Center. Despite having been presented with the evidence of Dr. Pierson's life-threatening cardiac condition requiring emergency cardiac surgical intervention and having been provided with the opportunity to speak with Dr. Pierson's Stanford Cardiac physicians, the Amador County trial court concluded that Dr. Pierson's absence was *"willful"* and the trial court proceeded to dismiss the case.

The underlying matter involves Phyliss Rushing driving her car into and destroying Dr. Pierson's medical office. The insurer, CSAA Insurances Services et al. refused to settle. Pierson sought to bring suit against the insurance company; however the trial court only permitted the case to be styled with Rushing as the Defendant, contrary to Cal. Code. Civ. P. 1559 which states "A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it." Well-established early Court precedents [*Santa Clara County v. Southern Pacific Railroad*, 118 U.S. 394, Hn. 4 (1886) and *Gulf, C. & S.F. R. Co. v. Ellis*, 165 U.S. 150 (1897)] recognized that "corporations are persons within the provisions of the Fourteenth Amendment."

THE QUESTIONS PRESENTED ARE:

Question 1

1a. Isn't it true that under the Fifth and Fourteenth Amendments of the U.S. Constitution, that Dr. Pierson, a self-represented party without alternative

legal counsel then available, was entitled to due process and equal protection to advance and protect his property interests and rights in a court of justice before a jury of his peers without the Amador Trial Court holding those fundamental rights and liberty interests hostage to the extreme demand that Dr. Pierson must refuse to pursue the required emergency medical evaluation and treatment, but must alternatively be in attendance at trial at grave risk of permanent health injury and possibly even death?

1b. Furthermore, isn't it true that the Fourteenth Amendment of the U.S. Constitution makes it unlawful and unconstitutional for any state court to deprive a U.S. citizen of those essential and fundamental rights and liberty interests protected by the U.S. Constitution as to all citizens of this Republic?

Question 2

2a. Isn't it true that the denial of that right to Dr. Pierson caused by the trial court's immediate and unlawful dismissal of the case when Dr. Pierson was unable to attend the first day of trial as a self-represented party due to the exceptional good cause of an acute cardiac health emergency represents an absolutely intolerable and extreme deprivation of fundamental California and U.S. constitutionally protected rights and liberty interests that is completely alien to this Nation's Rule of law?

2b. Furthermore, isn't it true that such an example of *gulag justice,* which is unknown to our system of justice and the rule of law, has caused an exceptional and intolerable injustice to deprive Dr. Pierson, the only injured party here, of his essential and fundamental rights which requires and even demands immediate

correction with the establishment of an unassailable case precedent which insures that no such injury is ever again perpetrated upon a U.S. citizen?

Question 3

3a. Isn't it true that when an Insurer's involvement and contractually demanded complete control over the entirety of litigation which arises from an insured's negligent act(s) where that control far extends well beyond the provision of simple indemnification of the insured to exclusively involve the insurer's preferential management of the litigation to ameliorate its own financial risk and liability that exist in the case, the definition of those circumstances where that Insurer, a citizen under the Fourteenth Amendment, passes through the threshold where that corporate citizen must be permissibly considered a proper defendant in the case and not unlawfully and unequally protected by state statute or precedent?

3b. Isn't it true that the decisions of the California Courts inclusive of the Supreme Court of California to deny Dr. Pierson's right, as an injured third party, to proceed directly against CSAA et al. under those specific circumstances of this case where all risk at judgment as well as where the vast extent of professional and financial injury had been caused as a result of the Insurer's refusal to settle despite the existence of policy limit settlement offers repeatedly extended by Dr. Pierson over the long nine years representative of an unconstitutional deprivation in blatant violation of the Fourteenth Amendment, under which this U.S. Supreme Court has found such corporate entities are *persons* under the law?

3c.Isn't it true that such an unequal and elevated protection extended to the rights of a corporate citizen over those rights extended to all natural citizens an indisputable unconstitutional violation of the Fourteenth Amendment?

Question 4

4a. Isn't it true that under the correct application of those ancient precedents to the proper interpretation of CCP § 1559 that Dr. Pierson, the only injured party here, had in principle the right to proceed in suit directly against CSAA et al. in order to seek financial redress for the repeated and ongoing injuries sustained as a result of the Insurer, CSAA et al.'s nine year refusal under the specific circumstances of this case to provide access to the financial resources which under the insurance contract were fully intended to reimburse Dr. Pierson for the injuries he had sustained and has continued to sustain?

4b. Isn't it true that under those specific circumstances that the trial should not have been permitted to proceed without CSAA et al., seated as a defendant, which had been Dr. Pierson's intent from the outset in his filing of the then pending related appeal?

Question 5

Isn't it true that any further foreseeable injury or harm which occurs to the injured third party subsequent to an insurer's refusal of settlement and thus the result of that insurer's actions an actionable injury by that insurer which under the "cases" and "controversies" provisions at Article III, section 2 of the U.S. Constitution is fully qualifying of the right to sue under the First, Fifth and Fourteenth Amendments as well as under the long standing precedents

in the common law to provide remedy through the seeking of redress for the injuries sustained?

Question 6

6a. Isn't it true that the evidence contained within the California Insurance Code at 11580(b)(2) and the case law precedents of the California courts which effectively bar a third party from direct action against an insurer prior to achieving a judgment against the insured provide a clear demonstration of the level of unequal and elevated protection provided to *"corporations"* (insurers here), *"who are persons"* as determined by this Court's interpretation of the Fourteenth Amendment, over those protections provided to all injured third parties who are natural citizens?

6b. Furthermore, isn't it true that those elevated and unconstitutional protections continue to exist for those insurers even under those circumstances where the insurer's direct actions and negligence, inclusive of the failure to settle, cause indisputable ongoing evidence of injury to the injured third party?

Question 7

7a. Isn't it true, that under those conditions of such an extreme healthcare delivery disruption for literally hundreds of patients caused by the extended destruction of Dr. Pierson's sole medical office, that it can be reasonably established that a societal *duty of care* in the public interests existed not only for the insured tortfeasor, but also for the insurer, CSAA et al. which required that insurer to expeditiously resolve the claim for the purpose of providing fair compensation to permit Dr. Pierson the financial opportunity of getting the practice back up and running in the most

time efficient manner to limit any further restriction of health services or loss of access to patient care resulting in potential injury?

7b. Isn't it true that this type of health service disruption represents one of the recognized exceptions which should permit a noncontracted injured third party the opportunity to proceed in direct litigation against the insurer despite the absence of the "privity of contract"?

PARTIES TO THE PROCEEDINGS

Petitioner and Plaintiff-Appellant below

- Raymond H. Pierson, III, M.D.,
  a physician and orthopedic surgeon

Respondents and Defendants-Appellees below

- Phyliss M. Rushing
- CSAA Insurance Services
- CSAA Insurance Exchange

LIST OF PROCEEDINGS

Supreme Court of California

No. S287732

Raymond H. Pierson III, *Plaintiff and Appellant* v. Phyliss M. Rushing, *Defendant and Respondent*

Order Denying Petition for Review: December 31, 2024

Court of Appeal of the State of California, Third Appellate District

No. C097290

Raymond H. Pierson III, *Plaintiff and Appellant* v. Phyliss M. Rushing, *Defendant and Respondent*

Final Opinion: September 25, 2024

United States Supreme Court

No. 23-1165

Raymond H. Pierson III, *Petitioner* v. CSAA Insurance Services, Inc., et al., *Respondents*

Certiorari Denial: October 7, 2024

Court of Appeal of the State of California,
Third Appellate District

No. C091099

Raymond H. Pierson III, *Plaintiff and Appellant*, v. CSAA Insurance Services, Inc., et al., *Defendant and Respondent.*

Final Opinion: June 30, 2023

Superior Court of California, County of Amador

No. 18-CVC-10813

Raymond H. Pierson III as an individual and dba Raymond H. Pierson, III M.D., *Plaintiff*, v. Phyliss M. Rushing, CSAA Insurance Services, Inc., CSAA Insurance Exchange and Does 1 through 10, *Defendants.*

Final Judgment: August 24, 2022

TABLE OF CONTENTS

TABLE OF CONTENTS – Continued

Page

APPENDIX TABLE OF CONTENTS

OPINIONS AND ORDERS

TABLE OF AUTHORITIES

Page

CASES

TABLE OF AUTHORITIES – Continued

Page

TABLE OF AUTHORITIES – Continued

Page

CONSTITUTIONAL PROVISIONS

STATUTES

JUDICIAL RULES

TABLE OF AUTHORITIES – Continued

Page

OTHER AUTHORITIES

PETITION FOR A WRIT OF CERTIORARI

Under the specific circumstances and facts of this case Dr. Pierson has a U.S. constitutional right under the First, Fifth and Fourteenth Amendments to directly seek redress for the injuries caused to him by the Tortfeasor Rushing and Rushing's insurer, CSAA et al. That right to petition in the courts offered to all citizens, including to self-represented parties, under the U.S. Constitution has been unlawfully denied to Dr. Pierson by the Superior Court of California in Amador County and subsequently unlawfully affirmed by the California Third District Court of Appeal, and the Supreme Court of California. During the ongoing proceedings of that related Appeal The Amador Trial Court ordered that the trial as to Tortfeasor Rushing Proceed. The Amador Trial Court's immediate dismissal of that Rushing case on the first day of the trial proceedings when Dr. Pierson was unable to attend due to an acute life-threatening cardiac emergency requiring immediate hospitalization at Stanford University Medical Center for emergency cardiac surgical intervention represented an exceptional and intolerable injustice that must be reversed. A citizen must never be placed in such circumstances where his/her appearance at trial is demanded even in those circumstances where such attendance would place that litigant at severe health risk inclusive of the risk of sudden death. Furthermore, the specific facts of this case as to the conduct of the insurer, CSAA et al., to deny settlement over these almost nine (9) years despite the early and repeated extensions of settlement offers within policy

limits by Dr. Pierson, also fully support Dr. Pierson's claim of the right as the injured third-party to proceed at trial against both Defendant and Tortfeasor Rushing as well as Defendant CSAA et al. As a result of these exceptional deprivations to Dr. Pierson of his fundamental U.S. Constitutional rights and liberty interests by the California Courts which are prohibited under the Fourteenth Amendment, issues exist concerning the deprivations of fundamental rights and liberty interests which violate the U.S. Constitutional protections provided to all citizens. Therefore, this case is now properly advanced to this Highest Court which has the authority of the Superior Sovereign under the authorization of the U.S. Constitution at Article III, Section 2, Clause 2 and the Federal Statute at 28 U.S. C. § 1257.

OPINIONS BELOW

December 31, 2024 Decision of the Supreme Court of California to deny Petitioner's *Petition for Review* accepted for filing by the Court on November 4, 2024. App.1a.

September 25, 2024 Decision of California Court of Appeal for the Third Appellate District Petition to affirm the judgment of the trial court. App.2a.

August 24, 2022 Decision by the California Superior Court of Amador County Judgment after Trial in Case# 18-CVC-10813. App.23a.[1]

---

[1] This followed the much earlier decision by the Amador Trial Court on May 10, 2019 to grant the CSAA et al. Demurrer for

JURISDICTION

Final judgment of the Court of Appeal for the State of California, Third Appellate District was entered on September 25, 2024. A Petition for Review was accepted for filing in the Supreme Court of California on November 4, 2024. That Petition was denied on December 31, 2024. (App.1a)

On March 20, 2025, a timely Appellant Motion for a 60-Day Time Extension to file a Petition for Writ of Certiorari was submitted to the Court. On March 26, 2025, the Clerk of the Supreme Court mailed notice that Justice Kagan had granted the time extension with a due date of May 30, 2025. No. 24A914.

A Petition for Writ of Certiorari which was not in the booklet printed format was timely submitted by USPS Priority Mail to this Court on May 30, 2025.

Dismissal of all claims advanced against that insurer. That Dismissal was later filed by the Court on August 16, 2019. That Dismissal was subsequently appealed with the final level of appellate review sought under the Collateral Order Doctrine [*Cohen, et al.*] before this U.S. Supreme Court which denied review on October 7, 2024 (SCOTUS Case# 23-1165).

August 9, 2022 Decision of the California Superior Court of Amador County before the trial commenced for immediate case dismissal on the first day of trial due to Dr. Pierson's non-attendance which resulted from his emergent hospitalization necessitated by his acute cardiac emergency requiring immediate hospitalization at Stanford University Medical Center for surgical intervention on that day of admission. It is important to point out that Dr. Pierson as a self-represented party did not have alternative counsel that was immediately available to represent him at the start of those proceedings.

That submission was then stamped received by the SCOTUS, Clerk of Court on June 6, 2025. Return correspondence dated June 9, 2025, authored by the Clerk of Court, Deputy Redmond Barnes, which was sent by USPS Priority Mail, was then received by Dr. Pierson on June 16, 2025. That correspondence by Mr. Barnes acknowledged submission of the Petition in the non-printed booklet form and returned that submission with the instruction that it must be resubmitted in compliance with the rules within sixty (60) days.

A second incorrect submission was submitted on August 8, 2025, and clerk Emily Walker provided petitioner through October 26, 2025 to file a proper booklet petition.

This Court has jurisdiction under 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- Article III, Section 2, Clause 2
- Federal Statute 28 U.S. C. § 1257.
- First Amendment to the U.S. Constitution
- Fifth Amendment to the U.S. Constitution
- Fourteenth Amendment to the U.S. Constitution
- 42 U.S.C. § 1843
- California Insurance Code 11580(b)(2)
- California Insurance Code 790.03(h)(5)
- California Civil Code

STATEMENT OF THE CASE

A. Introduction – Review of the Facts

This request for review by this esteemed highest Court arises from a case originally filed in the California Superior Court of Amador County and later appealed first to the California Third District Court of Appeals and subsequently to the Supreme Court of California. The case had arisen from the damage and ongoing injuries initiated nearly nine years earlier on October 10, 2016, as the direct result of the negligent operation of a motor vehicle by an elderly driver, Ms. Phyliss Rushing, who collided into and through the side structural wall of Dr. Pierson's medical office in Jackson, California. The damage that resulted caused quite extensive damage to the entirety of the interior of the office suite with compromise to the structural integrity of the building necessitating the immediate and prolonged closure of Dr. Pierson's medical practice. The liability of Tortfeasor Rushing in this case was indisputably established at the outset under the *Negligence Per Se Doctrine* as all of the damage was fully attributable to Rushing's negligent vehicle operation resulted in her vehicle's colliding into the office suite resulting in the extensive building damage that resulted. The extensive office suite damage caused by the vehicle collision followed by the required demolition and reconstruction resulted in a toxic contamination of the entirety of the office suite which rendered the office suite not only unsafe for the delivery of health services, but also unsafe for occupancy by Dr. Pierson and his staff to attend to those required non-direct patient care aspects required

of his medical practice for a prolonged period of time. For that prolonged period of the practice disruption there was foreseeable and ongoing severe professional, financial, and personal harm caused to Dr. Pierson and his staff. Those injuries were directly caused by the severe physical destruction of the office as well as by the resulting toxic contamination of the entire interior space caused by Tortfeasor Rushing's negligence. Despite that indisputable negligence, Tortfeasor's insurance carrier CSAA et al. even to the day of this writing has refused to provide Dr. Pierson the just compensation required to permit him financially to be able to re-open his orthopedic practice. Until that just compensation is received Dr. Pierson will remain unable to resume the restoration of his independent orthopedic practice to care for his many hundreds of patients whose care and physician-patient relationships have remained disrupted by this tortfeasor negligence. The flagrant and unlawful conduct of the Tortfeasor's insurer, CSAA et al., failed abjectly to adhere to the clear and well stated requirements of the California Insurance Code § 790.03(h)(5) which requires the provision of *"prompt, fair and equitable settlements"* in such cases where liability is unquestioned as it is here. This exceptional bad faith failure of the Insurer, CSAA et al., over these almost nine intervening years to provide fair compensation has continued despite Dr. Pierson's repeated offers of settlement that have clearly and specifically agreed to eliminate all personal financial liability on the part of the insured Tortfeasor Rushing. During this extended period Tortfeasor Rushing and her insurance carrier, CSAA et al., have failed to provide any reasonable settlement offer which would provide the financial resources necessary to restore Dr. Pierson's medical

office despite Dr. Pierson's repeated offers to settle within the full equivalent of policy limits and agreeing to no personal financial liability for Rushing. Furthermore, CSAA has even failed to recognize the fact that this company posture, which was in full violation of the requirements of the California Insurance Code at 790.03(h)(5) was also causing the exceptional and unconscionable disruptions of the hundreds of physician patient relationships that Dr. Pierson maintained with his many patients which resulted from the closure of Dr. Pierson's practice. It must be emphasized that Dr. Pierson maintained his office in that rural location in order to provide orthopedic care to a critically underserved region of the Sierra Foothills in Amador County, California. From a public policy perspective, the tragic and exceptional human costs of that abject failure by Tortfeasor Rushing and her insurer CSAA et al. to fail to promptly accept responsibility and appropriately correct those injuries caused to Dr. Pierson and his staff and to promptly provide fair compensation to permit the practice reopening is truly unconscionable and impermissible. Rather than proceed as instructed by the California Insurance Code 790.03(h), Rushing's insurer, CSAA et al., alternatively and quite adversely through the utilization of its substantial financial resources has manipulated time and the legal process to effectively and indefinitely deny fair compensation with the effect to further extremely financially marginalize and injure Dr. Pierson while foreseeably and quite tragically disrupting health service delivery with the interruption of those many hundreds of physician-patient relationships established by Dr. Pierson with his patients over many years.

On June 7, 2017, Dr. Pierson forwarded via certified mail to the assigned CSAA et al. claims service representatives a settlement offer reasonably interpreted to represent a settlement offer within policy limits. Remarkably, despite the pendency of that offer within policy limits no direct response to that specific offer was ever provided to Dr. Pierson by Tortfeasor Rushing or by her insurer, CSAA et al.

As a result of the failure of CSAA to settle the case in the face of those offers for settlement within policy limits, Dr. Pierson was left with no alternative but to proceed with litigation. On October 9, 2018, one day prior to the two year anniversary of the motor vehicle accident, which was one day before the statute of limitations would expire on several of his claims Dr. Pierson had no alternative but to proceed with the filing of the complaint in this matter. At the time of that filing at which point there was quite high potential for a judgment in excess of policy limits, the failure of CSAA et al. to achieve settlement of the case within policy limits fully breached the insurer's *implied covenant of good faith and fair dealings* owed to their insured, Rushing. To this point, it is critical to point out that the Supreme Court of California has repeatedly opined in its multiple case law precedents on the matter that under such conditions where there is risk of judgment in excess of the policy limits and where a settlement offer within policy limits has been extended the insurer is required the under the implied covenant of good faith and fair dealing is contractually obligated to settle the case.

It is critical for to emphasize the fact that in this case at issue, which was filed one day before the expiration of the two-year statute of limitations for

personal injury, that CSAA et al. even at that time of that filing had already exceptionally breached its duty under the *implied covenant* as interpreted by the many case law precedents for failure to settle within policy limits thus making it fully liable for the entirety of any resulting judgment. The corollary to this point is that from the very first date of filing the litigation by Dr. Pierson, Tortfeasor Rushing had no personal financial risk whatsoever, even in the event of a judgment in excess of policy limits.

The facts of this case demonstrate that Dr. Pierson had a U.S. Constitutional right and standing under the First, Fifth and Fourteenth Amendments to directly seek redress for the injuries caused to him by the Tortfeasor Rushing's insurer, CSAA et al. That right to petition in the courts offered to all citizens under the U.S. Constitution was then unlawfully denied to Dr. Pierson by the Superior Court of California in Amador County which on May 10, 2019, granted the CSAA, et al. demurrer to be removed entirely from the litigation with the actual dismissal entered in judgment on August 16, 2019.

Following the removal of co-defendant, CSAA et al. from the litigation, Dr. Pierson was left with no alternative but to proceed with an appeal to have CSAA et al. restored to the litigation prior to trial. Under California statute, CCP § 916(a), the perfecting of an appeal automatically puts into place a stay of proceedings in the trial court until the case is decided by the reviewing court. Despite that statutorily mandated condition and the initial stay of proceeding in the trial court for eighteen (18) months, the Defendant's counsel moved to have the stay lifted which the trial court granted. That action was then

followed by a Defendant Counsel's request for trial preference based on issues related to Rushing's age and health. As a result of those decisions, the case was then set for trial well before the California Third Appellate Court decision in the case which did not occur until almost ten (10) months after the trial date. It was on that trial date of August 9, 2022, that the case was immediately dismissed by the trial court due to Dr. Pierson's non-attendance that was the result of his acute cardiac emergency which required immediate cardiac surgical intervention at Stanford University Medical Center.

Due to his failing health and risk of acute myocardial infarction requiring cardiac evaluation and intervention, on the day prior to trial Dr. Pierson filed an Ex Parte Application requesting an emergency continuance which the Trial Court even unlawfully refused to review or consider. At that point, due to his health emergency, Dr. Pierson had to be transported urgently to the Stanford University Medical Center Emergency Room for evaluation. That evaluation provided immediate confirmation that Dr. Pierson was having an acute cardiac event related to multiple coronary artery occlusions which required emergent cardiac surgical intervention. Due to Dr. Pierson's non-attendance in Court on that first day of trial, the Court made the determination without any review of the exceptional contrary evidence that Dr. Pierson's absence simply represented a *"willful" "tactic by plaintiff to further delay trial"* and proceeded with immediate case dismissal. That decision was made even with the Court's refusal to review the matter of Dr. Pierson emergency cardiac condition with his Stanford Cardiologists whom Dr. Pierson had made

available by telephone to the Court. The *Judgment After Trial* was filed on August 24, 2022. The case was then advanced to the California Third Appellate District which later affirmed the trial court decision. A *Petition for Review* was then submitted to the Supreme Court of California. That Petition was denied on December 21, 2024. The case is now advanced on this *Petition for Writ of Certiorari* for review of the multiple federal questions contained within to this esteemed Supreme Court of the United States.

B. Proceedings Below

A list of the significant dates relevant to the *Appeal* in this case (California Superior Court of Amador County Case # 18-CVC-10813, California Third District Appellate Court Case# C097290, Supreme Court of California Case# S287732) and the related case (California Superior Court of Amador County Case # 18-CVC-10813, California Third District Appellate Court Case# C089972, Supreme Court of California Case# S282177) are provided below:

October 9, 2018

Original filing of the complaint by Dr. Pierson against Defendants Phyllis M. Rushing, CSAA Insurance Services, CSAA Insurance Exchange and Does 1 through 10.

August 16, 2019

Date of the Judgment of Dismissal following the Superior Court of California in Amador County granting of the CSAA et al. Demurrers for their removal from the case (Case#-18-CVC-10813).

October 17, 2019

Date of timely filing of the first appeal as to CSAA et al. to the California Third District Court of Appeals by Pro Per Appellant Dr. Raymond Pierson. A statutory stay was imposed over the entire case under the provisions of CCP § 916 (a).

September 22, 2021

Date of the Amador Trial Court's lifting of the appeal authorized stay as to Defendant Rushing.

February 14, 2022

Date of the Amador Trial Court's granting of the Defendant request for Trial Preference.

July 29, 2022

Date of the California Third District Appellate Court decision to deny Dr. Pierson's Petition for Writ of Supersedes to reimpose the appeal authorized stay.

August 2, 2022

Date of filing of the (corrected) *Appellant Opening Brief* and six (6) volume *Appendix* (Note: Significant delays accrued due to the ongoing effects of the COVID-19 pandemic)

August 8, 2022

Date of Dr. Pierson's filing of an Ex Parte Application requesting a trial continuance to permit his seeking an emergency health evaluation and treatment for his rapidly deteriorating health condition and cardiac

emergency. The Amador Trial Court unlawfully refused to review or consider that properly authorized filing.

August 24, 2022

Date of the Filing by the Court of the *Judgment After Trial* as to Rushing thus terminating the case before the Amador Trial Court.

October 4, 2022

Date of submission of CSAA, et al. Respondent's Brief in Appeal Case# C091099.

October 28, 2022

Date of filing by Dr. Pierson of the appeal as to Rushing Case# C097290

March 14, 2023

Date of filing of the Appellant's Reply Brief in the CSAA et al. appeal (Case# C089972).

June 30, 2023

Decision by the Third District Appellate panel Case# C089972) to affirm the decision of the court below to remove the Insurer, CSAA, et al. from the trial court proceedings.

August 15, 2023

Date of acceptance for filing of the *Petition for Review* by the Supreme Court of California (Case# S282177) as to the CSSA et al. appeal denial by the Third Appellate District.

September 20, 2023

Decision by the Supreme Court of California to deny the *Petition for Review* in the Appeal as CSAA et. al, advanced under the collateral order doctrine.

December 19, 2023

Last permissible date for filing the Petition for Writ of Certiorari As to CSAA et. al., to the Supreme Court of the United States which was extended by Justice Kagans granting of a 60 day time extension.

February 17, 2024

The Court's receipt of the initial Petition for Writ.

February 23, 2024

Petition non-compliance. Providing a 60 day period for revision.

April 23, 2024

Date of filing of the Petition for Writ of Certiorari with this U.S. Supreme Court (Case# 23-1165).

September 25, 2024

Decision by the California Third Appellate District Court in Case# C097290 to affirm the decision of the trial court in the Rushing case .

October 7, 2024

Denial of review of the Petition for Writ of Certiorari in the CSAA et al. appeal (Case# 23-1165).

November 4, 2024

Date of filing of the Petition for Review in the Rushing appeal with the Supreme Court of California (Case# S287732).

December 31, 2024

Date of denial of review by the Supreme Court of California as to the Rushing Petition for Review.

March 20, 2025

Date of submission of a Sixty (60) Day Time Extension request to Supreme Court Justice Elena Kagan.

March 26, 2025

Date of Response indicating the granting of the sixty (60) day time extension by Justice Kagan resulting in the revised last date for filing of the Petition of May 30, 2025 (Reference# 24A914).

May 30, 2025

Date of submission by Dr. Pierson as a self-represented party of a Petition for Writ of Certiorari (Reference# 24A914) by USPS Priority Mail in a non-booklet form.

June 9, 2025

Date of correspondence from the US Supreme Court, Clerk of Court, Assistant Redmond Barnes indicating that the submission required correction and providing a sixty (60) day period for resubmission.

August 8, 2025

The timely re-submission of the Petition for Writ of Certiorari in this case (Reference# 24A914).

REASONS FOR GRANTING THE PETITION

I. INTRODUCTION

The right to a remedy in the courts for wrongful injury holds a revered place in our civil justice system. Lord Coke traced this tight to Chapter 29 of the Magna Carta, which guaranteed: *"Every subject may take his remedy by course of the Law, and have justice, and right for injury done to him . . . "* 1 Edward Coke, *The Second Part of the Institutes of the laws of England* 55 (London, E. & R. Brooke 797). Chief Justice Marshall restated that principle for Americans:

> The very essence of civil liberty certainly consists in the right of every individual to claim the protection of the laws, whenever he receives an injury. One of the first duties of government is to afford that protection. *Marbury v. Madison*, 5 U.S. (1 Cranch) 137, 163 (1803).

> Our Fifth Amendment guarantee of due process is an "affirmation of Magna Carta according to Coke." *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1, 29 (1991) (Scalia, J., concurring).

This Court has left no doubt that "[t]he Right to sue and defend in the courts is the alternative to force. In an organized society it is the Right conservative of all rights and lies at the foundation of orderly government." *Chambers v. Baltimore & Ohio, R.R.*, 207 U.S. 142, 148 (1907). This fundamental right is grounded in multiple constitutional guarantees. *Christopher v. Harbury*, 536 U.S. 403, 415 n. 12 (2002).

II. STANDING

Indisputably existed for Dr. Pierson two years following the motor vehicle destruction of his medical practice at which point CSAA et al. had refused settlement within Dr. Pierson's policy limit offer providing Dr. Pierson no alternative but to proceed with the **filing of the complaint.**

It has been fully recognized that the U.S. Constitution Article III § 1 does not clearly articulate what is meant by the reference to the phrase *"the judicial power of the United States;"* however at Article III § 2 it is specified that the judicial power extends only to *"cases"* and *"controversies"*. This Court has strongly emphasized *"[N]o principle is more fundamental:*

> And "'[n]o principle is more fundamental to the judiciary's proper role in our system of government than the constitutional limitation of federal-court jurisdiction to actual cases or controversies.'" *Raines v. Byrd*, 521 U.S. 811, 818, 117 S.Ct. 2312, 138 L.Ed.2d 849 (1997).

This Court in *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 has reviewed the traditional understanding of the *Doctrine of Standing* to sue which is based upon the required existence of a *"case"* or *"controversy"*:

> The doctrine developed in our case law to ensure that federal courts do not exceed their authority as it has been traditionally understood. *See id.,* at 820, 117 S.Ct. 2312, 138 L.Ed.2d 849. The doctrine limits the category of litigants empowered to maintain a lawsuit in federal court to seek redress for a legal wrong. (citations omitted)

The case law precedents of this Court have defined that the *"irreducible constitutional minimum"* of standing, which consists of three elements [*Lujan v. Defenders of Wildlife*, 504 U.S. 555, 500 (1992)]:

> The plaintiff must have (1) suffered an injury in fact, (2) that is fairly traceable to the challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial decision. *Id.,* at 560-561, 112 S.Ct. 2130, 119 L.Ed.2d 351; *Friends of the Earth, Inc.*, 528 U.S., at 180-181, 120 S.Ct. 693, 145 L.Ed.2d 610.

With regard to *"injury"* the plaintiff must not only allege, but also show that there was a personal injury to them and not another:

> To establish injury in fact, a plaintiff must show that he or she suffered "an invasion of a legally protected interest" that is "concrete and particularized" and "actual or imminent, not conjectural or hypothetical." *Lujan*, 504 U.S., at 560, 112 S.Ct. 2130, 119 L.Ed.2d 351

(internal quotation marks omitted). (*Spokeo at p. 339).*

For the injury to be "particularized" it *"must affect the plaintiff in a personal and individual way"* (*Lujan* at 2130). Though particularization represents a necessary condition it is not sufficient. The injury must also be *"concrete"* (*Spokeo* at p. 340):

> A "concrete" injury must be "*de facto*"; that is, it must actually exist. *See* BLACK'S LAW DICTIONARY 506 (10th ed. 2014). When we have used the adjective "concrete," we have meant to convey the usual meaning of the term — "real," and not "abstract."

Finally, the *Spokeo* court emphasized that though concrete is most easily interpreted as *"tangible"* it can also be intangible (*Id. at p. 310):*

> Although tangible injuries are perhaps easier to recognize, we have confirmed in many of our previous cases that intangible injuries can nevertheless be concrete. (citations omitted).

The facts of this case establish the fact that Dr. Pierson met all the conditions necessary to advance in litigation against both Defendant Rushing as well as Defendant CSAA et. al. That lawful and constitutional right was frustrated and denied by the California Courts.

In order to validly establish that an injury has occurred (*Spokeo at p. 339*):

> A plaintiff must show that he or she suffered "an invasion of a legally protected interest" that is "concrete and particularized" and "actual or imminent, not conjectural or

> hypothetical." *Lujan*, 504 U.S., at 560, 112 S.Ct. 2130, 119 L.Ed.2d 351 We discuss the particularization and concreteness requirements below.

This Court has emphasized the critical fact that *"Injury in fact is a constitutional requirement"* and *"[I]t is settled that Congress cannot erase Article III standing requirements"* (*Id.* p. 339). The corollary to this point is that neither Congress nor any legislature of the several states can legislate away the fact that such qualifying injury has occurred.

Lastly, with regard to the case dismissal against Rushing by the Amador Superior Court when Dr. Pierson, a self-represented party, was unable to appear at trial due to the development of an acute life-threatening cardiac condition, there was absolutely no justification for such an action which so exceptionally violated Dr. Pierson's rights and liberty interests under the First, Fifth and Fourteenth Amendments of the U.S. Constitution. Such an act of indisputable injustice is not only completely contrary to basic human dignity but also contrary to our Republics rule of law and a blatant disregard for the rights delegated to all citizens by our Constitution and must be found intolerable. The remarkable fact is that the Amador Trial Court absolutely refused to review any aspect of the plethora of available medical evidence or to even speak with Dr. Pierson's then treating physicians at the Stanford University Medical Center, which represents one of the most highly rated cardiac intervention programs in the western U.S. Furthermore, from that uninformed and vindicative perspective the court then stated into the case record that Dr. Pierson's absence from the trial court was a "willful" "tactic

. . . to further delay trial. Those outrageous statements by a that exceptionally biased and vindictive court that abjectly refused to become informed even as to a single fact concerning Dr. Pierson's health emergency provides irrefutable confirmation beyond any reasonable doubt that the Amador Trial Court was not the unbiased court of justice that Dr. Pierson was entitled to under the law. Furthermore, the facts and circumstances of this case provide irrefutable evidence that the Amador Trial Court held exceptional adverse bias directed to Dr. Pierson. That Court's flagrant injustices which have abjectly deprived Dr. Pierson of his fundamental constitutional rights and property interests demand correction. After all this is the United State of America, the greatest democracy in the history of this world where all citizens have been delegated these fundamental and essential rights, not some gulag in a foreign criminal state.

QUESTIONS

Questions #1 and #2

All evidence from the Stanford University Medical Center provides indisputable confirmation that Dr. Pierson was hospitalized on August 9, 2022 with a life-threatening cardiac emergency which required emergency cardiac surgical intervention.

Contrary to the determinations expressed in the September 25, 2024 Appeal Decision and by Associate Justice Duarte at the September 18, 2024 Oral Argument, sufficient medical evidence had been advanced before Judge Day in the Amador Trial Court up through the morning of Tuesday, August 9, 2024 when that Court proceeded to exceptionally abuse the

Court's discretion when it arbitrarily and without justification immediately proceeded with case dismissal when Dr. Pierson was medically unable to be present in Court because of his emergent hospitalization at Stanford University Medical Center for management of an acute life-threatening cardiac condition requiring immediate surgical intervention.

The appeal decision greatly misrepresents the medical evidence that was before Judge Day's Court during the time period between the early morning Hearing of August 5, 2022 at 8:30 AM and August 9, 2022 at 8:30 AM. In the appeal decision (pg.15) it is stated "*At the time it denied the continuance, the trial court did not have conclusive evidence that plaintiff had experienced an actual emergency requiring hospitalization.*" This position was again restated by Justice Duarte at oral argument: *"She [Judge Day] doesn't have to call your physicians. You have to present evidence that there is a problem."* (Transcript, pg. 7, L. 21-22).

The first point to be emphasized here is that Dr. Pierson was, in fact, experiencing an acute cardiac emergency which required his emergency admission through the ER to the Cardiac Service at the Stanford University Medical which happens to be one of the top ranked cardiology departments in the U.S. (Ranked-7th nationally). At that time he was supine on a stretcher in the E.R. with IV's placed with extensive and long duration cardiac imaging contrast procedures being performed. At that time, Dr. Pierson had no access to his cell phone nor were there any medical records that had yet been completed that could be faxed or emailed to the Court. During that immediate acute phase of hospital ER evaluation, the only medi-

cal information available is to speak directly to the physician's involved. Under these circumstances, Dr. Pierson did provide his assistant, Ms. Hills, with his Stanford ER physicians' phone numbers to be provided to the Court. Dr. Pierson had given clearance to his physicians to talk freely with the Judge or the Court's representatives concerning his health status. Despite Ms. Hill's presenting that access to Judge Day, the Court adamantly refused to have a call made to Stanford ER to verify Dr. Pierson's health emergency and need for acute cardiac intervention.

One point that needs to be emphasized here is the fact that every adult that has been treated for a health emergency or who has had a family member treated for a health emergency knows full well that there are significant delays in the ability to obtain current health information during the acute phase of the emergency evaluation of any patient. During that acute phase of an ER evaluation there are no health records or electronic patient charts that have yet been generated thus creating the condition that if there is a critical need for information the only available source of that information is to speak with the physicians involved if they can be made available. In this case, Dr. Pierson had those Stanford physicians involved in his care agree to speak with the Court or the Court's representative. Judge Day refused to pursue this source of information. Justice Duarte at oral argument in stating *"She doesn't have to call you physicians"* (pg. 7. L. 21) fails to recognize the fact that in an acute health emergency, that is the only source of information available. The Court cannot be presented with such access and refuse to utilize it and then proceed to case dismissal due to the lack of neces-

sary health information. There was no justification or factual evidence whatsoever which even remotely justified Amador Trial Court Judge Rene Day's case dismissal due to Dr. Pierson's non-attendance at trial which occurred due to Dr. Pierson's need to seek urgent medical evaluation and surgical care for his life-threatening acute cardiac emergency. In reviewing this decision, it is important for this court to consider the fact that this same Amador trial court judge, Judge Rene Day, had earlier made the unlawful and onerous determination that Dr. Pierson was a vexatious litigant in a related case (Amador Superior Court Case# 17-CVC-10112). That false determination required over four years of exceptional effort for Dr. Pierson to have reversed on appeal (California Third Appellate District Court Case# C089972. This information permits the only conclusion possible which is that Judge Day harbors exceptional bias with intent of harming Dr. Pierson's interests. Justice demands that Judge Day's dismissal in this matter must be reversed.

Question #3

The Third District Court's decision which stated that CSAA's role here was simply an agreement to "indemnify Rushing" (p. 10) fails completely to recognize the quite extensive and exclusive role that CSAA has demanded that it must serve under the insurance contract in the management and handling of all litigations that arise due to the negligence of their insured such as exists here.

It is indisputable here that CSAA has actively controlled the litigation in a manner that extends far beyond the boundaries defined by indemnifi-

> *arise under the provisions of these policies which* ***give the insurer complete and absolute control*** *of all claims arising out of automobile accidents.*

A later precedent by the Supreme Court of California in *Comunale v. Traders & General Ins. Co.*, 50 Cal.2d 654 referenced this Wisconsin case and fully acknowledged *"the insurer has reserved control over the litigation and settlement . . . "*. The California First Appellate District in *Ivy v. Pacific Auto Ins. Co.*, 156 Cal. App.2d 652, 659 (1958)] also recognized that *"under the terms of the policy the insurance company retains control of the litigation"*. More recently in *Merritt v. Reserve Ins. Co.*, 34 Cal. App.3d 858, 872 (1973) the Second District again recognized that the insurance contract is designed to provide the insurer with the *"right to control litigation"*.

Finally, in a recent decision by the California Supreme Court [*Pitzer College v. Indian Harbor Ins. Co.*, 8 Cal.5th 93 (2019)] the Court observed that *"The insurer [is invested] with complete control and direction of the defense"*.

The point to be emphasized here is that an auto Insurer's exclusive control and active participation in auto negligence cases defines a level of involvement which extends well beyond the characterization of a simple *indemnification* process which the California Third Appellate District suggested existed in the case opinion. Quite to the contrary, that insurer active involvement in this case extended prominently into areas where the insurer became actively involved in protecting its own financial interests, which was the entirety of the financial risk that existed in this case as a result of the CSAA et al. breach of contract due to

its failure to settle the case within the policy limit offer extended by Dr. Pierson. Thus, due to that effect, CSAA et al. was using complete control of the case to manage its own full risk. The true facts are that insurers are not the hands-off, detached, and disinterested check dispersers, but rather highly actively involved in controlling all aspects of negligence claims with the primary intent of protecting and advancing their own corporate financial interests. Insurers have utilized their unique and dominant control over these auto negligence claims to transform them into investment opportunities. They manage the claims with a unifying intent to minimize payments to injured parties and maximize return for shareholders. Such an approach is truly unlawful as it is completely contrary to the California Insurance Code at 790.03(h)(5) which requires that once negligence is established the insurer must *"effectuate prompt, fair and equitable settlements . . . "* Under these circumstances where the only financial assets at risk are those of the insurance company where the insurance company is acting to handle the case exclusively in their own interests, and the Insured has absolutely no residual "substantial interest", the injured third party must be permitted under law to proceed directly against the insurer.

Question #4

The Appeal Panel's position with respect to California Civil Code 1559 relies upon the California Supreme Court holding in *Harper v. Wausau* (1997) 56 Cal.App.4th 1079, 1087 which states *"a third party should not be permitted to enforce covenants made not for his benefit but rather for others. He is not a contracting party;*

his right to performance is precedented on the contracting party's intent to benefit him". **This understanding greatly misinterprets the ancient precedents which motivated and guided the early California Legislature when establishing Civil Code 1559 as well as the Supreme Court of California's early interpretation of the intent of the Legislature with respect to that statute.**

The key to understanding the true intent of the California Legislature in the 1882 creation of Civil Code 1559 was fully reviewed in the Appellant Opening Brief at (p. 34-35). That analysis included a review of the early contract law of Maine and Massachusetts as well as that of the U.S. Supreme Court in *Second National Bank v. Grand Lodge,* 98 U.S. 123, 124 (1878) which all contributed to the legislative foundation behind CCP 1559.

Seven years following the California Supreme Court's decision in the initial appeal in *Chung Kee v. Davidson*, 73 Cal. 522 (Cal. 1887) in which the Court interpreted CCP 1559 the case was returned to the Court on a second Appeal (*Chung Kee v. Davidson*, 102 Cal. 188 (1894). In that second appeal the Court reviewed the critical principles of contract law that had been established in those early case precedents of the Supreme Courts of Maine and Massachusetts as well as that of the U.S. Supreme Court mentioned above. It was those principles of contract law which had influenced and guided the Legislature in establishing CCP § 1559 and thus have critical relevance. Those early Courts established the principle that under circumstances where one party finds itself in the possession of the money or property of another party that in principle a *"privity"* of one to the other was

established. In other words, a substantive legal relationship would exist:

> *In Lewis v. Sawyer, 44 Me. 337, the court, quoting from Hall v. Marston, 17 Mass. 575, said: "Whenever one man has in his hands the money of another which he ought to pay over, he is liable to the action of money had and received, although he has never seen or heard of the party who has the right. When the fact is proved that he has the money, if he cannot show that he has legal or equitable ground for retaining it, the law creates the privity and the promise."(Id., p.195-196)*

In the second *Chung Kee* opinion, the California Supreme Court recognized the applicability of the U.S. Supreme Court's opinion in *Second National Bank v. Grand Lodge,* 98 U.S. 123, 124 (1878) which emphasized that there were multiple exceptions to the requirement of the existence of the privity of contract which had the effect absent a contract to create the right to proceed in litigation for non-performance:

> *The Supreme Court of the United States, after conceding the general rule to be that privity of contract is necessary to the maintenance of the action of assumpsit said: "But there are confessedly many exceptions to it. One of them, and by far the most frequent one, is the case where, under a contract between two persons, assets have come to the promisor's hands or under his control, which in equity belong to a third party (Id., p. 196-197)*

There can be no doubt that this interpretation by the U.S. Supreme Court is fully consistent with the power of enforcement authorized by the 1882 California Legislature which created CCP § 1559. Unfortunately, the California courts in the decisions in this case have refused to acknowledge that statutory intent. The further implications of this early precedent in *Second National Bank v. Grand Lodge* as to third-party enforcement with insurance contracts requires a review of the understanding of the role of an *assumpsit* in a contracted relationship. The legal definition for assumpsit in BLACK'S LAW DICTIONARY (Third Pocket Edition) is:

> *An express or implied promise, not under seal, by which one person undertakes to do some act or pay something to another.*

The point to be emphasized is that the role of an insurance company such as CSAA offering an indemnification contract is that it has made a promise (assumpsit) to pay the obligations of a client, which in this case at issue is the insured Tortfeasor, Rushing, that may arise from that client's negligent acts. The point that must be emphasized is that the promise (or assumpsit) is owed to a non-contracted third party that the insured may at some indefinite point in time become indebted as a result of their negligence. To apply this practical understanding to this case, CSAA et al. has made the promise to pay Rushing's indebtedness with the funds deposited by Rushing and pooled with those funds of the company's other insureds. In that circumstance, the debt is owed to the injured third party (Pierson) who was unknown and thus unnamed at the time of establishment of the contract. The intent or *"end and aim"* in this contractual

relationship from the outset was always for the insurer to pay the debt owed to the injured party and to never make a directed payment to the insured, Rushing. With this understanding and the insights provided from the ancient precedents reviewed above it becomes patently clear that the injured third party in an insurance case represents an *intended and not incidental* third party who thus must be recognized to have enforcement rights.

Question #5

In the unique circumstances of this case at issue and in similarly situated automobile liability cases, the long existing case law precedents of the Supreme Court of California (*Comunale v. Traders and General Ins. Co.*, 50 Cal.2d 654, *Crisci v. Security Ins. Co.*, 66 Cal.2d 425, *Johanson v. California State Auto. Assn. Inter-Ins. Bureau*, 15 Cal.3d 9) require that the Insurer (CSAA et al. in this case at issue) due to a breach of their duty to settle required under the implied covenant of good faith and fair dealing must accept all risk inclusive of the litigation inclusive of a judgment in excess of policy limits

At this juncture, it will be useful to review the caselaw precedents in California which have long recognized that an insurer's failure to settle claims within policy limits when a policy limit offer has been extended and when the risk of an excess judgment exists represents a *bad faith* breach of the *implied covenant of good faith and fair dealing*. The Supreme Court of California has fully recognized that such a breach results in the insurer having to accept full liability for any excess judgment that occurs [*Comunale v. Traders & General Ins. Co.*, (1958) 50 Cal.2d 654,

660,659]. In another case precedent that Court proposed a *test* which the insurer must apply when the risk of an excess judgment is high. That test requires the insurer to consider the liability exposure as if there was no policy limit and full risk rested with the insurer [*Crisci v. Security Ins. Co.,* 66 Cal.2d 425, 429 (1967)]. The California Second Appellate Circuit also found that an insurer was in breach of the *implied covenant* when there was an unreasonable failure to settle when the risk of an award in excess of policy limits exists [*Merritt v. Reserve Ins. Co.,* 34 Cal.App.3d 858, 872 (1973)]. In *Johanson v. Cal. State Auto Assn. Inter-Ins. Bureau,* 15 Cal.3d 9, 17 (1975) the California Supreme Court again emphasized that the insurer must achieve settlement of a claim within policy limits when the conditions exist for a judgment beyond policy limits. More recently the California Second Appellate District [*Reid v. Mercury Ins. Co.,* 220 Cal.App.4th 262, 272 (2013)] again emphasized this point.

> In this case at issue the insurer here has flagrantly and in bad faith repeatedly breached these duties and must accept all financial risk.
>
> The indisputable facts of this case are that even at the time of Dr. Pierson's filing the litigation two (2) years following the accident due to the well-established California case law precedents, Defendant Rushing had no financial risk whatsoever and thus no "substantial interest". Under those circumstances where the litigation only involved CSAA et al. and its agents exclusively managing the corporation's financial risks,

> Dr. Pierson should have been permitted the right to proceed directly against the insurer, CSAA et al.

Question #6

The right to a remedy in the Courts for wrongful injury holds a revered place in our civil justice system.

The Superior Court's 5-10-2019 order granting the CSAA Demurrer and subsequent Dismissal of Dr. Pierson's case against CSAA which was affirmed by this Third District Court's 6-30-23 decision denied to Dr. Pierson his fundamental U.S. Constitutional Rights under the First, Fifth and Fourteenth Amendments to seek redress for the substantial and ongoing injuries sustained over what is now almost a 9 year period which resulted from the exceptional bad faith, misconduct and repeated unlawful activities inclusive of fraud by Respondent CSAA.

In regard to the applicability of the Fourteenth Amendment as it relates to this issue of due process and equal representation in a person's right of petition in seeking redress for injury against the person(s) causing that injury; it is important to recognize that under both Federal and California law that a corporate entity such as CSAA et al. is a *"person"* under the Fourteenth Amendment. In the early precedent of the U.S. Supreme Court [*Gulf, C & S.F.R. Co. v. Ellis*, 165 U.S. 150, 154 (1896)*]* the Court emphasized:

> *It is well settled that corporations are persons within the provisions of the Fourteenth Amendment of the Constitution of the United States. . . . The rights and securities guaranteed to persons by that instrument*

> *cannot be disregarded in respect to these artificial entities called corporations any more than they can be in respect to the individuals who are the equitable owners of the property belonging to such corporations. A State has no more power to deny to corporations the equal protection of the law than it has to individual citizens.*

It is important to point out the Court's emphasis that the rights and securities guaranteed to corporations are those same guarantees afforded to *"individual citizens"*. That is the protection must be equal and not disproportionate. Those protections under law cannot be more protective for insurers (corporations) than for "individual citizens". This is not true as currently exists under California law where insurers are offered a significantly higher level of protection than "individual citizens". In fact, the current state of the law is that it provides such an elevated level of protection that they cannot be held directly accountable to the third parties that their practices and deficient acts cause injury. An important last point in this regard which is emphasized in the U.S. Supreme Court decision in *Shelley v. Kraemer*, 334 U.S. 1, 14 (1948) which states that no branch of state government may impugn these fundamental rights:

> *That the action of state courts and judicial officers in their official capacities is to be regarded as action of the State within the meaning of the Fourteenth Amendment, is a proposition which has long been established by decisions of this Court. That principle was given expression in the earliest cases involving the construction of the terms of the*

> *Fourteenth Amendment. Thus, in Virginia v. Rives, 100 U.S. 313, 318 (1880), this Court stated: "It is doubtless true that a State may act through different agencies,-either by its legislative, its executive, or its judicial authorities; and the prohibitions of the amendment extend to all action of the State denying equal protection of the laws, whether it be action by one of these agencies or by another.*

Thus, the efforts by the California legislature and the California courts to provide such disproportionately greater protections to insurance corporations over the rights of *"individual citizens"* who seek redress for injury has no rational basis and must thus be determined to represent an unconstitutional deprivation of the rights of *"individual citizens"*.

Question #7

The Appellate decision rejects Pierson's advancement of a *"CSAA duty of care under Biakanja"* apparently in part because *"he does not expressly state the nature of the duty he seeks to impose" (p. 13).* The Court has greatly misapprehended Dr. Pierson's argument. In fact, in the AOB (pgs. 62-66) and the RB (pgs. 42-51) the existence of special relationships and duty of care between CSAA et al., Rushing and Dr. Pierson are stated to exist due to the fact that Rushing's negligent act indefinitely interrupted the healthcare delivery and physician-patient relationships of many hundreds of patients in that underserved region of the Sierra Foothills. As a matter of public policy this provided full justification for Dr. Pierson as the injured third

party of having the right to proceed directly also against CSAA et al. at the outset of the litigation with a cause of action even in the absence of the privity of contract as advanced in *Biakanja*.

In the Appellant Reply Brief (AOB) (p.42), it was emphasized first that CSAA had a *special relationship* with Rushing because it was the CSAA provision of insurance coverage which assisted that eighty-nine-year-old negligent driver to keep her car registered and to maintain her driver's license current by facilitating her ability to meet the *financial responsibility* requirements of the California Vehicle Code 16020 and 4000.37. As a result of that act and the opportunity it represented for the elderly Rushing, CSAA was best positioned to ensure that she was a competent driver. Thus, CSAA created a special relationship with Rushing which served to establish a duty of care for CSAA to prevent or minimize the harm that Rushing might cause others. Furthermore, Rushing's negligent act resulted in the persistent closure of Dr. Pierson's medical practice and immediate disruption of care to many hundreds of patients. CSAA was immediately informed of these disruptions and injuries (2-APP-259,289). As a result, CSAA had early knowledge of the extent of the ongoing injuries that Dr. Pierson had sustained and knowledge that the only monies that would become available to repair and reopen the practice location would be those forthcomings from the insurance settlement. Therefore, CSAA had full *foreseeability* that their failure to act to assist Pierson with the financial compensation that he was entitled to would result in significant ongoing injuries accruing not only to Dr. Pierson, but also to his patients (2-APP-259, 289). The fact that a CSAA insured's negli-

gent vehicle operation resulted in the disruption of care for many hundreds of patients at what represented a critical health resource in an underserved region had the effect to also create a special relationship between CSAA and Dr. Pierson (ARB, p.46). Those circumstances had the effect to result in the creation of a *duty of care which obligated CSAA et al.* to assist Dr. Pierson to efficiently get the practice back in operation as soon as possible.

CONCLUSION

For all of the reasons expressed above Dr. Pierson, a self-represented party in this litigation, prays for the mercy of this esteemed Court to grant review of this Petition with the intent to restore the case for proceedings below and to demonstrate to All Courts in this Republic, State and Federal, that Self-Represented Parties in Civil Litigation Retain all of their constitutionally delegated Rights and Property Interests and Remain on a level Playing Field with Represented Parties in all litigation.

Respectfully submitted,

Raymond H. Pierson, III, M.D.,
Petitioner Pro Se
3 Gopher Flat Rd., Unit #7
Sutter Creek, CA 95685
(209) 267-9118
rpiersonmd@sbcglobal.net

October 26, 2025