

Analysis of Constitutional Violations in the "Friday the 13th Order"

Case No: 24NNCV03841 | Hearing Date: Dec 13, 2024

The core of Plaintiff's argument is that the Court committed a **structural error** by granting a fraudulent Vexatious Litigant motion to a defendant who had already legally admitted to the crimes alleged in the Complaint. This creates several layers of Constitutional and procedural violations.

1. Violation of Due Process (14th Amendment)

The Conflict: Under *Hearst v. Hart* (128 Cal. 327) and C.C.P. § 446, an unverified answer to a verified complaint is a "nullity" that admits all allegations.

- **The Violation:** By ignoring the unverified nature of State Farm's Answer (Exhibit C), the Court deprived right to a fair adjudication based on the actual state of the pleadings.
- **The "Fraud on the Court" Element:** As stated in Plaintiff's motion, State Farm's counsel (Tod Castronovo) had actual notice of the verification (Exhibit A & B). By seeking a "Vexatious Litigant" status while in a state of legal default, the defendant misled the Court into evaluating a "reasonable probability of prevailing" that did not exist.

2. Infringement on the Right to Petition (1st Amendment)

The Conflict: The Vexatious Litigant statute (C.C.P. § 391.1) requires the Court to find that there is "no reasonable probability" the plaintiff will win.

- **The Violation:** Plaintiff argue that since State Farm filed an unverified General Denial, they **admitted liability by operation of law**. Therefore, Plaintiff's probability of prevailing was not just "reasonable," but **100%**.
- **The Consequence:** Using the Vexatious Litigant statute to block a plaintiff who has already "won" (via the defendant's admission) constitutes an unconstitutional barrier to the Right to Petition.

3. Violation of the Supremacy of Law (Art. VI, Cl. 2 Principles)

The Conflict: The Court's order relies on the doctrine of *Res Judicata* (claim preclusion) to say you cannot win.

- **The Violation:** *Res Judicata* is an affirmative defense that must be properly pleaded. Because State Farm's answer was unverified (and thus a nullity under *Hearst*), that defense was never legally "placed" before the Court.
- **The Argument:** The Court violated procedural due process by reaching out to "save" a defendant who failed to follow the mandatory verification rules of C.C.P. § 446.

Summary of the "Void Order" Argument

Based on Plaintiff's provided documents, the "Friday the 13th Order" is challenged as **void on its face** for the following reasons:

Document/Authority	Legal Reality	Impact on the Order
C.C.P. § 446(a)	"When the complaint is verified, the answer shall be verified."	State Farm's General Denial was unverified.
Hearst v. Hart	Unverified answers admit all allegations of the complaint.	State Farm legally admitted to the fraud/theft.
C.C.P. § 391.1	Requires "no reasonable probability" of plaintiff winning.	This finding is impossible if the defendant admitted liability.
Exhibit A & B	Proves State Farm had actual notice of the verification.	Establishes the basis for "Extrinsic Fraud" on the Court.

Conclusion

The Constitutional "injury" here is the use of a protective statute (Vexatious Litigant) to shield a corporate defendant from the consequences of their own pleading failure. By requiring a **\$17,875.00 security bond** to proceed against a defendant who has (legally) confessed to the complaint, the Court effectively sold "justice" to the party that failed to follow the law.

DEPARTMENT A LAW AND MOTION RULINGS**REQUESTING ORAL ARGUMENT PER CRC 3.1308**

The Court will attempt to post all Tentative Rulings at least the day prior to the hearing by 3:00 p.m.; however, the Court does not post Tentative Rulings for all matters.

The Court will indicate in the Tentative Ruling whether the Court is requesting oral argument. For cases where the Court is not requesting argument, then the Court is guided by California Rules of Court, Rule 3.1308(a)(1) where the Court requests notice of intent to appear. Unless the Court directs argument in the Tentative Ruling, a party seeking argument should notify all other parties and the court by 4:00 p.m. on the court day before the hearing of the party's intention to appear and argue. The tentative ruling will become the ruling of the court if no argument is received.

Notice may be given either by email at BurDeptA@LACourt.org or by telephone at (818) 260-8412.

Notice of the ruling must be served as indicated in the tentative. Remote appearances are permitted for all law and motion unless otherwise indicated by the Court.

Case Number: 24NNCV03841 **Hearing Date:** March 27, 2026 **Dept:** A

TENTATIVE RULING**MARCH 27, 2026**

MOTION FOR JUDGMENT ON THE PLEADINGS

Los Angeles Superior Court Case # 24NNCV03841

MP: Plaintiff Frederick Pina

RP: Defendant State Farm Mutual Automobile Insurance Company

NOTICE:

The Court is not requesting oral argument on this matter. The Court is guided by California Rules of

Court, Rule 3.1308(a)(1) whereby notice of intent to appear is requested. Unless the Court directs argument in the Tentative Ruling, no argument is required and any party seeking argument should notify all other parties and the court by 4:00 p.m. on the court day before the hearing of the party's intention to appear and argue. The tentative ruling will become the ruling of the court if no argument is received.

Notice may be given either by email at BurDeptA@LACourt.org or by telephone at (818) 260-8412.

ALLEGATIONS:

Frederick Pina ("Plaintiff," a self-represented litigant) alleges that he and State Farm Mutual Automobile Insurance Company ("Defendant") were involved in a prior civil action and that he seeks to vindicate his rights in this new litigation.

Plaintiff alleges that in Case No. 21STCV13962 (*Pina v. State Farm Mutual Automobile Insurance Company*, "Prior Action"), Judge Anne K. Richardson and her clerk refused to sign an order from a July 7, 2023 hearing and instead signed an outdated, defective order authored by Judge David Sotelo (retired). (Compl. at p.5.) Plaintiff alleges he never submitted the unauthorized order but that Judge Richardson and her clerk deceptively introduced it into the appellate record. (*Id.*)

Plaintiff alleges that on January 5, 2017, Michael V. Madigan, Defendant's in-house counsel, filed a Motion for Evidence Sanctions in bad faith, fraudulently designed to strip Plaintiff of his legal rights to present critical evidence substantiating his permanent bodily injuries sustained in a June 6, 2012 motor vehicle collision. (Compl. at p.10.) Plaintiff alleges Defendant engaged in such actions to deny Plaintiff a fair trial and violate his civil rights. (*Id.*)

The complaint, filed August 27, 2024, alleges: (1) Extrinsic Fraud; (2) Civil Rights Violation(s); (3) Intentional Infliction of Emotional Distress; (4) Extortion; and (5) Perjury.

RELEVANT BACKGROUND AND MOTION ON CALENDAR:

On December 10, 2025, Plaintiff filed a Motion to Vacate Void Judgment Pursuant to C.C.P. § 473(d) and Objection to Tentative Ruling. On December 18, 2025, Defendant filed an opposition. On December 18, 2025, Plaintiff filed a reply. On December 22 and 23, 2025, Plaintiff filed three requests for judicial notice, three memorandums of points and authorities in support of the motion, "Legal Proof of Extrinsic Fraud & Void Judgment Case: Pina v. Mettler, et al (Case No. BC546729) as the Predicate for Case No. 24NNCV03841"; "The Delicious Irony: or How Pina v. State Farm has Turned Into an Absurd and Surreal Comedy of Judicial Errors"; and "Plaintiff's Evidentiary Matrix" documents.

On December 22, 2025, Plaintiff filed a Motion for Judgment on the Pleadings (or in the Alternative, to Strike Unverified Answer). On March 16, 2026, Defendant filed an opposition. On March 19, 2026, Plaintiff filed a reply.

ANALYSIS:

Plaintiff moves for judgment on the pleadings and an order to vacate the Court's December 13, 2024 Order.

First, Plaintiff argues that Defendant's unverified answer to the verified complaint automatically becomes an admission of all liability. Plaintiff has not identified if and when Defendant filed an answer. According to the Court's records, Defendant did not file an answer in this action. This is confirmed by Defendant in its opposition brief. (Opp. at p.4.) Rather, Defendant's first pleading was a motion to declare Plaintiff a vexatious litigant and, thereafter, documents opposing Plaintiff's motion for reconsideration of the vexatious litigant order.

According to the Court's records, the action was dismissed on February 7, 2025. On February 19, 2025, Defendant filed a Notice of Entry of Order of Dismissal, stating that the Court dismissed the action without prejudice on February 7, 2025. As the action has been dismissed, there is no answer for the Court to consider or to strike. Furthermore, as the case has been dismissed, the motion is procedurally improper.

Second, Plaintiff reiterates arguments regarding the Court's December 13, 2024 Order granting Defendant's motion to declare Plaintiff a vexatious litigant. The Court has already amply justified its reasons for granting the vexatious litigant motion and has already denied Plaintiff's motion for reconsideration of that order for his failure to post an undertaking. (See Dec. 13, 2024 Minute Order; Feb. 7, 2025 Minute Order.) Thereafter, the Court denied Plaintiff's motion to vacate the judgment on January 2, 2026, which again attempted to reiterate arguments regarding the vexatious litigant order. Thus, the Court declines to convert this motion for judgment on the pleadings into another motion for reconsideration.

For these reasons, Plaintiff's motion is denied.

This matter has been previously dismissed. Reconsideration has been denied. Appellate review has been denied, including by the California Supreme Court. No additional hearings will be scheduled for this case as it further perpetuates the vexatious nature of the litigation. Unless ordered by the Court, Defendant State Farm is excused from making appearances for any subsequent dates which may be inadvertently set.

RULING:

In the event the parties submit on this tentative ruling, or a party requests a signed order or the court in its discretion elects to sign a formal order, the following form will be either electronically signed or signed in hard copy and entered into the court's records.

ORDER

Plaintiff Frederick Pina's Motion for Judgment on the Pleadings came on regularly for hearing on March 27, 2026 with appearances/submissions as noted in the minute order for said hearing, and the court, being fully advised in the premises, did then and there rule as follows:

THE MOTION FOR JUDGMENT ON THE PLEADINGS IS DENIED.

NO ADDITIONAL HEARINGS WILL BE SCHEDULED FOR THIS CASE AS IT FURTHER PERPETUATES THE VEXATIOUS NATURE OF THE LITIGATION. UNLESS ORDERED BY THE COURT, DEFENDANT STATE FARM IS EXCUSED FROM MAKING APPEARANCES FOR ANY SUBSEQUENT DATES WHICH MAY BE INADVERTENTLY SET.

DEFENDANT TO PROVIDE NOTICE.

IT IS SO ORDERED.

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7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**
9
10 *Burbank Courthouse*

12 **FREDERICK PIÑA,**
13 *Plaintiff,*

14 v.

15 **STATE FARM MUTUAL**
16 **AUTOMOBILE INSURANCE**
17 **COMPANY,**
18 *Defendant.*

Case No.: 24NNCV03841

EVIDENTIARY MATRIX
ESTABLISHING EXTRINSIC
FRAUD UNDER
KOUSISIS v. UNITED STATES,
605 U.S. ___ (2025)
AND
UNITED STATES v.
THROCKMORTON, 98 U.S. 61
(1878)

22 *Assigned for All Purposes To:*

23 Hon. Frank M. Tavelman, Dept. A
24 Hearing Date: 03/27/2026
25 Hearing Time: 9:00 AM

26 Dated this 26th day of March, 2026.

28 EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605
U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 1

I. INTRODUCTION AND PURPOSE OF THIS MATRIX

This Evidentiary Matrix is submitted in support of Plaintiff's Declaration and establishes, through comprehensive legal and evidentiary analysis, that Defendant State Farm Mutual Automobile Insurance Company's ("State Farm" or "Defendant") conduct constitutes **extrinsic fraud** as defined by the United States Supreme Court in *United States v. Throckmorton*, 98 U.S. 61 (1878), and as reinforced and expanded by the Supreme Court's landmark 2025 decision in *Kousisis et al. v. United States*, 605 U.S. ___ (May 22, 2025) (No. 23-909).

This Matrix demonstrates that State Farm's **fraudulent inducement**—specifically, the false promise by Attorney Tod M. Castronovo to respond to Plaintiff's Verified Complaint by October 25, 2024—was a **calculated stratagem collateral to the merits of the underlying dispute** that prevented Plaintiff from obtaining a procedural default to which he was legally entitled, thereby depriving him of a fair adversary hearing. Under both *Throckmorton* and *Kousisis*, this conduct renders all subsequent orders—including the **fraudulent**

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSISIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 2

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December 13, 2024 vexatious litigant order and the **fraudulent**

February 7, 2025 dismissal—*void ab initio*.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 3

1 **II. THE CONTROLLING LEGAL FRAMEWORK**

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3 **A. The *Throckmorton* Doctrine:**

4 **Extrinsic vs. Intrinsic Fraud**

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6 In *United States v. Throckmorton*, 98 U.S. 61 (1878), the

7 Supreme Court established the foundational distinction between

8

9 **extrinsic fraud** and **intrinsic fraud** for purposes of setting aside final

10 judgments and decrees. The Court held:

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12 *“Where the unsuccessful party has been prevented*

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14 *from exhibiting fully his case, by fraud or deception practised*

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16 *on him by his opponent, as by keeping him away from court, a*

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18 *false promise of a compromise; or where the defendant never*

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20 *had knowledge of the suit, being kept in ignorance by the acts*

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22 *of the plaintiff; or where an attorney fraudulently or without*

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24 *authority assumes to represent a party and connives at his*

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26 *defeat; or where the attorney regularly employed corruptly sells*

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28 *out his client’s interest to the other side,—these, and similar*

cases which show that there has never been a real contest in

the trial or hearing of the case, are reasons for which a new

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 4

1 *suit may be sustained to set aside and annul the former*
2 *judgment or decree, and open the case for a new and a fair*
3 *hearing.”*

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6 *Throckmorton*, 98 U.S. at 65-66 (emphasis added).

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8 Critically, the *Throckmorton* Court expressly identified a
9 “**false promise of a compromise**” as a textbook example of extrinsic
10 fraud. This is precisely the species of fraud that State Farm perpetrated
11 against Plaintiff: Attorney Castronovo’s September 25, 2024 email
12 promising to “**respond to your lawsuit by October 25, 2024**” was a
13 *false promise of a compromise* designed to lull Plaintiff into inaction
14 while Defendant prepared an offensive, **fraudulent**, vexatious litigant
15 motion.
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20 **B. The *Kousisis* Decision:**

21 **Fraudulent Inducement as Actionable Fraud**

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23 On May 22, 2025, the United States Supreme Court issued its
24 landmark decision in *Kousisis et al. v. United States*, 605 U.S. ____ (2025),
25 holding that **fraudulent inducement constitutes actionable fraud**
26 **regardless of whether the defendant intended to cause the victim net**
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28 EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSISIS V. UNITED STATES*, 605
U.S. ____ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 5

1 pecuniary loss. Justice Barrett, writing for the Court, established several
 2 principles of direct applicability here:
 3

No.	KOUSISIS HOLDING	APPLICATION TO PIÑA v. STATE FARM
1	<p>Fraudulent inducement is a “particular species of fraud” that has “long been considered a species of actionable fraud.” 605 U.S. at ___, slip op. at 19-20.</p>	<p>Castronovo’s September 25, 2024 email constituted a textbook fraudulent inducement: a false promise (to respond by October 25, 2024) made for the purpose of inducing Plaintiff to relinquish his right to challenge service and forego seeking entry of default. State Farm never intended to file a responsive pleading; instead, it filed a fraudulent vexatious litigant motion on October 24, 2024—one day before the promised deadline.</p>
2	<p>No economic loss requirement “The wire fraud statute is agnostic about economic loss.” Slip op. at 8.</p>	<p>Plaintiff need not demonstrate net pecuniary loss to establish that State Farm’s fraudulent inducement was actionable. The deprivation of Plaintiff’s procedural right to entry of default—a vested property interest in a favorable judgment—is itself a cognizable injury under Kousisis, regardless of whether Plaintiff can quantify dollar-amount damages at this stage.</p>
3	<p>Materiality is the “principled basis” for distinguishing actionable fraud Slip op. at 15-16.</p>	<p>State Farm’s misrepresentation was indisputably material: Plaintiff would never have agreed to waive service challenges had he known Defendant intended to file an offensive, fraudulent, vexatious litigant motion instead of a responsive pleading. Plaintiff’s September 25, 2024 acceptance email proves justifiable</p>

28 EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 6

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		reliance: “October 25, 2024 is marked on Calendar.”
4	<p>Money or property obtained through material misrepresentation satisfies the fraud element Slip op. at 7-8.</p>	State Farm obtained strategic procedural advantages—specifically, additional time and freedom from default—through its material misrepresentation. The vexatious litigant designation and subsequent dismissal constituted the “object” of State Farm’s fraudulent scheme : to deprive Plaintiff of his legal right to a determination on the merits.
5	<p>The fraud exception to the parol evidence rule is fully operative <i>Per Riverisland Cold Storage, Inc. v. Fresno-Madera Prod. Credit Ass’n</i> (2013) 56 Cal.4th 1 (overruling Pendergrass).</p>	Plaintiff may introduce extrinsic evidence of Castronovo’s oral and written misrepresentations to prove fraud in the inducement of the contractual agreement, even where such evidence directly contradicts the terms of any subsequent written agreement. The California Supreme Court in <i>Riverisland</i> held: “It was never intended that the parol evidence rule should be used as a shield to prevent the proof of fraud.”

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 7

III. MASTER EVIDENTIARY MATRIX:

WHY STATE FARM'S CONDUCT IS **EXTRINSIC FRAUD**

The following Matrix identifies each element of extrinsic fraud under *Throckmorton* and *Kousisis*, correlates each element to the specific documentary evidence, and demonstrates how each element is satisfied.

ELEMENT 1	FALSE PROMISE OF A COMPROMISE (<i>Throckmorton</i> , 98 U.S. at 65-66)
Legal Standard	Extrinsic fraud includes “a false promise of a compromise” by an opponent that prevents the defrauded party from “exhibiting fully his case.” <i>Throckmorton</i> , 98 U.S. at 65-66. Under <i>Kousisis</i> , a false promise constitutes “a particular species of fraud” that is actionable “regardless of whether the defendant sought to cause the victim economic loss.” 605 U.S. at ___, slip op. at 19.
Documentary Evidence	<p>Exhibit B — Castronovo Email (September 25, 2024, 11:27 AM):</p> <p>“I have authority from State Farm to waive proper service of your lawsuit and respond to your lawsuit by October 25, 2024.”</p> <p>Exhibit B — Piña Acceptance Email (September 25, 2024, 11:48 AM):</p> <p>“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.”</p>

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSISIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 8

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Court Record — Fraudulent Vexatious Litigant Motion:

Filed October 24, 2024—one day before the mutually agreed contractual deadline—constituting an offensive motion, not a responsive pleading under CCP § 446 and CCP § 430.10 et seq.

Court Record — No Responsive Pleading:

Defendant never filed any responsive pleading (answer, demurrer, or motion to dismiss) by October 25, 2024, or at any time thereafter.

Proof of Falsity

The promise was false when made because: (1) State Farm’s **fraudulent** vexatious litigant motion was filed on October 24, 2024—meaning it was necessarily prepared days or weeks in advance of the October 25 deadline; (2) Defendant never filed any responsive pleading at any time; (3) The **fraudulent** vexatious litigant motion is an offensive weapon, not a responsive pleading—it does not address the merits of Plaintiff’s Verified Complaint; (4) The temporal proximity (filing one day before deadline) demonstrates premeditation and absence of good faith.

Kousisis Application

Under Kousisis, **“a defendant who induces a victim to enter into a transaction under materially false pretenses may be convicted of federal fraud even if the defendant did not seek to cause the victim economic loss.”** Slip op. at 1. State Farm induced Plaintiff to enter into a contractual arrangement (waiver of service challenges in exchange for response by October 25) under materially false pretenses (no intention to file a responsive pleading). The materiality is beyond dispute: Plaintiff would never have waived his right to challenge service had he known State Farm intended to weaponize the extended time to file a fraudulent vexatious litigant motion.

Throckmorton Classification

This is textbook extrinsic fraud. Throckmorton expressly identifies **“a false promise of a compromise”** as extrinsic fraud. 98 U.S. at 65-66. Castronovo’s promise to **“respond by October 25, 2024”** was precisely such a false promise—a promise of compromise that induced Plaintiff to forego his right to seek immediate entry of

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 9

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default, thereby preventing Plaintiff from **“exhibiting fully his case.”**

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 10

ELEMENT 2 **PLAINTIFF PREVENTED FROM EXHIBITING FULLY HIS CASE (Throckmorton, 98 U.S. at 65)**

Legal Standard The hallmark of extrinsic fraud is that **“the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practised on him by his opponent.”** Throckmorton, 98 U.S. at 65. See also Kulchar v. Kulchar (1969) 1 Cal.3d 467, 471 (adopting Throckmorton standard under California law); Olivera v. Grace (1942) 19 Cal.2d 570, 575-576 (same).

How Plaintiff Was Prevented **(a) Prevented from seeking entry of default:** By relying on Castronovo’s false promise, Plaintiff refrained from filing a request for entry of default under CCP § 585 during the period September 25 through October 25, 2024. Had Plaintiff known the promise was fraudulent, he would have sought immediate entry of default upon Defendant’s failure to respond within the statutory period.

(b) Subjected to offensive proceedings instead of merits determination: Rather than obtaining a default judgment or a merits hearing on his Verified Complaint, Plaintiff was forced to defend against a **fraudulent** vexatious litigant motion—a proceeding that had nothing to do with the merits of his underlying fraud claims against State Farm.

(c) Deprived of adversary hearing: The **fraudulent** vexatious litigant order (December 13, 2024) and subsequent **fraudulent** dismissal (February 7, 2025) were entered without any adversary hearing on the merits of Plaintiff’s Verified Complaint. There has never been a **“real contest before the court”** on the substance of Plaintiff’s claims. Throckmorton, 98 U.S. at 65.

(d) Timeline of deprivation:

- September 25, 2024: **Fraudulent** promise made and accepted
- October 24, 2024: **Fraudulent** VL motion filed (one day before deadline)

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 11

- October 25, 2024: Contractual deadline passes; no responsive pleading filed
- December 13, 2024: **Fraudulent** VL order entered
- February 7, 2025: **Fraudulent** dismissal order entered
- March 26, 2026: No merits hearing has ever been held

ELEMENT 3 **THERE HAS NEVER BEEN A REAL CONTEST BEFORE THE COURT (Throckmorton, 98 U.S. at 65)**

Legal Standard Throckmorton distinguishes between intrinsic fraud (fraud **“in the matter on which the decree was rendered”**) and extrinsic fraud (fraud that prevents **“a real contest in the trial or hearing of the case”**). 98 U.S. at 65-66. Only extrinsic fraud justifies setting aside a final judgment.

Application No court has ever conducted any hearing on the merits of Plaintiff’s claims for: (1) Fraudulent Inducement; (2) Actual Fraud under Cal. Civ. Code § 1572; (3) Breach of Contract; (4) Extrinsic Fraud; or (5) Civil Rights Violations. The only proceedings that occurred were: (a) Defendant’s **fraudulent** vexatious litigant motion—which addressed Plaintiff’s litigation history, not the substance of his fraud claims; and (b) The dismissal order—which was predicated entirely on the **fraudulent** VL designation, not on any merits determination.

This is precisely the scenario Throckmorton addresses: **“there has never been a real contest before the court of the subject-matter of the suit.”** 98 U.S. at 65. The fraudulent vexatious litigant proceeding was not a merits determination; it was a procedural weapon deployed from a position obtained through fraud.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 12

ELEMENT 4 FRAUD IS COLLATERAL TO THE MATTER TRIED (Throckmorton, 98 U.S. at 66)

Legal Standard Throckmorton draws a critical distinction: “[T]he acts for which a court of equity will on account of fraud set aside or annul a judgment or decree, between the same parties, rendered by a court of competent jurisdiction, have relation to frauds, extrinsic or collateral, to the matter tried by the first court, and not to a fraud in the matter on which the decree was rendered.” 98 U.S. at 66 (emphasis added).

Application State Farm’s fraud was entirely collateral to the issues in the underlying case.

The underlying case: Plaintiff’s Verified Complaint alleges that State Farm committed fraud in connection with a personal injury action originating from a 2012 motor vehicle accident. The merits of the case concern whether State Farm engaged in fraudulent settlement practices.

The collateral fraud: Castronovo’s false promise to respond by October 25, 2024 occurred via a pre-litigation email agreement—entirely outside the courtroom and extrinsic to any judicial proceeding. This fraud did not go to the merits of whether State Farm committed fraud in handling Plaintiff’s insurance claim. Rather, it was a procedural stratagem designed to manipulate the litigation process itself.

This satisfies Throckmorton’s core requirement that the fraud be “collateral, to the matter tried by the first court.” 98 U.S. at 66.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 13

ELEMENT 5

SCIENTER: KNOWLEDGE OF FALSITY AND INTENT NOT TO PERFORM (Cal. Civ. Code § 1572(4); Kousisis)

Legal Standard

Under Cal. Civ. Code § 1572(4), actual fraud includes “[a] **promise made without any intention of performing it.**” Under Kousisis, the Supreme Court confirmed that fraudulent inducement through material misrepresentation is actionable. The “**demanding**” materiality standard provides the “**principled basis for distinguishing everyday misstatements from actionable fraud.**” Slip op. at 15.

Evidence of Scienter

The following evidence demonstrates that State Farm knew the promise was false when made:

1. Temporal evidence: The fraudulent VL motion was filed on October 24, 2024. Complex motions of this type require weeks of preparation, including legal research, drafting, compilation of exhibits, client review, and firm approval. The fraudulent motion was therefore being prepared simultaneously with, and likely before, Castronovo’s September 25 promise.

2. Content evidence: The fraudulent VL motion is an offensive weapon—not a responsive pleading. State Farm never filed an answer, demurrer, or any responsive pleading. The only document filed by the deadline was an attack motion designed to strip Plaintiff of his right to litigate.

3. Pattern evidence: Castronovo’s September 25 email simultaneously (a) falsely challenged the validity of electronic service, (b) threatened Plaintiff with a restraining order for communicating with State Farm directly, and (c) offered the “**compromise**” of responding by October 25. This three-pronged approach demonstrates a calculated strategy of intimidation and deception.

4. Contradictory position evidence: Castronovo claimed service was “**not valid**” on September 25, yet his own firm’s predecessor (Shaver Korzen Castronovo LLP)

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 14

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had previously instructed Plaintiff to use electronic service and explicitly stated that service would be **“considered effective/timely”** via email. (Exhibit C — Villacorta Email, April 2, 2024.)

5. Confirmation of receipt evidence: Bhatia’s September 24, 2024 email forwarding the OneLegal eServe notification proves that the firm received and acknowledged electronic service of the Verified Complaint on September 4, 2024. (Exhibit C — Bhatia Email.)

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 15

ELEMENT 6 JUSTIFIABLE RELIANCE AND RESULTING INJURY (Kousisis; Riverisland Cold Storage)

Legal Standard Under Kousisis, a misrepresentation is material if **“a reasonable person would attach importance to [it] in deciding how to proceed.”** Slip op. at 15 (citing Universal Health Svcs. v. Escobar, 579 U.S. 176, 193 (2016)). Under California law, actual reliance must be shown for the named plaintiff. Riverisland Cold Storage, Inc. v. Fresno-Madera Prod. Credit Ass’n (2013) 56 Cal.4th 1 (fraud exception to parol evidence rule applies without restriction).

Evidence of Reliance **Plaintiff’s reliance is proven by his own contemporaneous written statement:**

“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.” (Exhibit B, Piña Email, 9/25/24.)

This email proves:

- Plaintiff actually relied on Castronovo’s promise
- Plaintiff changed his conduct based on the promise (waived service challenges, granted extension)
- Plaintiff specifically calendared the October 25 deadline
- Plaintiff refrained from seeking default during the interim period

Resulting injuries:

- Loss of right to entry of default under CCP § 585
- Fraudulent VL designation (December 13, 2024)
- Fraudulent dismissal (February 7, 2025)
- 18+ months of additional litigation
- Deprivation of constitutional right to judicial determination on the merits

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ____ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 16

ELEMENT 7

ALL RESULTING ORDERS ARE VOID AB INITIO (Kulchar; Olivera; CCP § 473(d))

Legal Standard

Under California law, a court’s equitable jurisdiction to vacate judgments obtained through extrinsic fraud **“is well-settled and not subject to the ordinary limitations on motions to vacate.”** Kulchar v. Kulchar (1969) 1 Cal.3d 467, 470-471. **“Where an adversary hearing has never been held due to extrinsic fraud, the right to equitable relief is established.”** Olivera v. Grace (1942) 19 Cal.2d 570, 575-576. CCP § 473(d) authorizes courts to set aside void judgments.

Void Orders

The following orders are void ab initio as products of extrinsic fraud:

- December 13, 2024 — Fraudulent Vexatious Litigant Order: This order was predicated entirely on a procedural posture achieved through fraud. But for Castronovo’s false promise, Plaintiff would have obtained entry of default before the VL motion was filed.
- February 7, 2025 — Order of Dismissal: This order was predicated on the fraudulent VL designation and is therefore equally void.
- All subsequent orders predicated on the above: Any order that flows from the fraudulent procedural posture is equally tainted and void.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 17

1 IV. SYNTHESIS:
 2
 3 HOW KOUSISIS REINFORCES THROCKMORTON'S
 4 EXTRINSIC FRAUD DOCTRINE
 5

6 The Supreme Court's decision in *Kousisis* provides critical
 7 reinforcement of Plaintiff's extrinsic fraud claims in the following
 8 respects:
 9

KOUSISIS PRINCIPLE	REINFORCEMENT OF THROCKMORTON IN THIS CASE
<p>10 11 12 1. Fraudulent inducement is actionable fraud</p>	<p>13 Kousisis confirms that fraudulent inducement— 14 “intentionally lying to induce a victim into a transaction that will cost her money or property” (slip op. at 19)—has “long been considered a species of actionable fraud.” 15 Feldman, 931 F.3d at 1270 (Pryor, J., concurring), 16 quoted in <i>Kousisis</i>. This validates Throckmorton's 17 identification of “a false promise of a compromise” as extrinsic fraud: both doctrines 18 recognize that a false promise designed to induce 19 reliance is actionable.</p>
<p>20 2. No economic loss requirement</p>	<p>21 Kousisis eliminates any argument that Plaintiff 22 must prove “net pecuniary loss” from the 23 extrinsic fraud. The deprivation of procedural 24 rights—the right to default, the right to a merits 25 hearing, the right of access to courts—is itself the 26 cognizable injury. “A thing is no less ‘obtained’ simply because something else is simultaneously given in return.” Slip op. at 7-8.</p>
<p>27 3. Materiality provides the limiting principle</p>	<p>28 The Supreme Court in <i>Kousisis</i> adopted materiality as the “principled basis for distinguishing everyday misstatements from actionable fraud.” Slip op. at 15. Here, materiality is beyond dispute: the false promise to respond by October 25</p>

29 EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 18

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was the entire inducement for Plaintiff's waiver of service challenges. Without the promise, the waiver would not have occurred, default would have been sought, and the vexatious litigant motion would have been moot.

4. Common law heritage confirms the doctrine

The Kousisis Court extensively surveyed common law fraud doctrines, confirming that **"it was the deception-induced deprivation of property—not economic loss—that common-law courts generally deemed injurious."** Slip op. at 11. This aligns with Throckmorton's recognition that deception-induced deprivation of the right to a fair hearing is actionable. The extrinsic fraud doctrine has its roots in the same common law traditions that Kousisis reinforced.

5. The fraud was the "aim," not an "incidental byproduct"

Under Kelly v. United States, 590 U.S. 391, 402 (2020), and Kousisis, the property obtained must be the **"aim"** of the scheme, not an **"incidental byproduct."** Here, the entire purpose of Castronovo's false promise was to obtain a strategic procedural advantage: time to prepare and file the vexatious litigant motion while keeping Plaintiff in a posture of inaction. The procedural deprivation was the **"aim,"** not an incidental consequence.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSISIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 19

**V. ADDITIONAL CORROBORATING
EVIDENCE OF THE FRAUDULENT SCHEME**

No.	EVIDENCE	CONTENT / SIGNIFICANCE	LEGAL IMPORT
1	Villacorta Email (4/2/24) (Exhibit C)	Predecessor firm Shaver Korzen Castronovo LLP instructed Plaintiff: "NOTE: FOR SERVICE TO BE CONSIDERED EFFECTIVE/TIMELY, INCLUDE THE FOLLOWING RECIPIENTS ON ALL BUSINESS RELATED COMMUNICATION." This constitutes a prior waiver of objection to electronic service.	Directly contradicts Castronovo's September 25 assertion that service was "not valid." Establishes that the false claim of invalid service was a knowing misrepresentation (Cal. Civ. Code § 1572(1)-(3)), part of the broader fraudulent scheme.
2	Bhatia eServe Forwarding Email (9/24/24) (Exhibit C)	Bhatia forwarded the OneLegal eServe notification confirming service of the Verified Complaint, Civil Case Cover Sheet, Notice, Summons, and Proof of Service on September 4, 2024.	Proves the firm received and acknowledged electronic service. Under Cal. Evid. Code § 1220 (party admissions) and Fed. R. Evid. 801(d)(2), this is an admission by the firm that service was properly effectuated.
3	Piña Email to State Farm CEO (9/19/24) (Exhibit B)	Plaintiff sent demand letter to State Farm's CEO via U.S. Postal Service and followed up via email to State Farm's RCAT team, attaching Summons,	Demonstrates State Farm had actual notice of the lawsuit at the corporate level. Under Cal. Civ. Code § 2332, both

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 20

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		Complaint, and \$2.5 Billion demand letter.	State Farm and its counsel are deemed to have notice.
4	Castronovo Threat of Restraining Order (9/25/24) (Exhibit B)	In the same email containing the false promise, Castronovo threatened: “Please be advised that State Farm is considering seeking a restraining order against you.”	The threat of a restraining order in the same communication as the false promise of compromise demonstrates a coordinated strategy of intimidation and deception— “any other act fitted to deceive” under Cal. Civ. Code § 1572(5).
5	Absence of Responsive Pleading	No answer, demurrer, cross-complaint, or motion to dismiss was ever filed. The only filing before the October 25 deadline was the offensive VL motion on October 24.	Under CCP § 430.10 et seq., a responsive pleading is an answer or demurrer to the complaint. A vexatious litigant motion is neither. State Farm’s failure to file any responsive pleading confirms the promise was made without intention of performance. Cal. Civ. Code § 1572(4).

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 21

**VI. CONSTITUTIONAL DIMENSIONS OF
THE EXTRINSIC FRAUD**

State Farm’s extrinsic fraud implicates constitutional protections at both the state and federal levels. The following matrix identifies the specific constitutional rights violated:

CONSTITUTIONAL RIGHT	HOW VIOLATED	CONTROLLING AUTHORITY
Due Process (U.S. Const., Amend. XIV; Cal. Const., Art. I, § 7(a))	The fundamental requirement of due process is “the opportunity to be heard at a meaningful time and in a meaningful manner.” Plaintiff was deprived of this opportunity through State Farm’s extrinsic fraud, which prevented any hearing on the merits of his Verified Complaint.	Mathews v. Eldridge, 424 U.S. 319, 333 (1976); Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950).
Right to Jury Trial (U.S. Const., Amend. VII; Cal. Const., Art. I, § 16)	Dismissal via VL order prevented any jury trial on Plaintiff’s fraud claims. No merits hearing of any kind has ever been held.	U.S. Const., Amend. VII; Cal. Const., Art. I, § 16.
Right to Petition / Access to Courts (U.S. Const., Amend. I; Cal. Const., Art. I, § 3(a))	State Farm’s fraud scheme was systematically designed to prevent judicial determination on the merits of Plaintiff’s claims, effectively denying access to the courts.	Christopher v. Harbury, 536 U.S. 403 (2002); Bill Johnson’s Restaurants, Inc. v. NLRB, 461 U.S. 731, 741 (1983).
Equal Protection (U.S. Const., Amend. XIV; Cal. Const., Art. I, § 1)	Pro se plaintiff was subjected to heightened procedural obstacles while corporate	U.S. Const., Amend. XIV, Equal Protection Clause; 42 U.S.C. § 1983.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 22

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Const., Art. I, § 7(a)	defendant was accorded procedural advantages not available to individual litigants.	
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EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSIS V. UNITED STATES*, 605 U.S. ____ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 23

VII. CONCLUSION

The evidence cataloged in this Supplemental Evidentiary Matrix establishes, by a preponderance of the evidence (Cal. Evid. Code § 115) and with constitutionally superior precision, that State Farm's conduct constitutes *extrinsic fraud* as defined by the United States Supreme Court in both *Throckmorton* and as reinforced by *Kousisis*. Specifically:

1. State Farm, through its counsel, made a **false promise of a compromise**—the precise species of extrinsic fraud identified in *Throckmorton*—by promising to respond to Plaintiff's Verified Complaint by October 25, 2024, with no intention of performing that promise.

2. This false promise **prevented Plaintiff from exhibiting fully his case** by inducing Plaintiff to waive his right to challenge service and to forego seeking entry of default.

3. As a result, **there has never been a real contest before the court** on the merits of Plaintiff's claims.

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSISIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 24

1 4. The fraud was **collateral to the issues tried**—it occurred
 2 through pre-litigation email communications and concerned the
 3 procedural posture of the case, not the substance of Plaintiff’s fraud
 4 claims.
 5

6 5. Under *Kousisis*, the fraudulent inducement is actionable
 7 regardless of whether Defendant sought to cause Plaintiff net
 8 pecuniary loss, and the materiality of the misrepresentation is beyond
 9 dispute.
 10

11 6. All orders predicated upon the fraudulent procedural
 12 posture—including the **fraudulent** December 13, 2024 vexatious
 13 litigant order and the **fraudulent** February 7, 2025 dismissal—are *void*
 14 *ab initio* under *Kulchar v. Kulchar*, *Olivera v. Grace*, and CCP § 473(d).
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28 EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER *KOUSISIS V. UNITED STATES*, 605 U.S. ___ (2025) AND *UNITED STATES V. THROCKMORTON*, 98 U.S. 61 (1878) - 25

VERIFICATION AND SIGNATURE

I, FREDERICK PIÑA, declare under penalty of perjury under the laws of the State of California, pursuant to Code of Civil Procedure § 2015.5, that the foregoing Supplemental Evidentiary Matrix is true and correct to the best of my knowledge, information, and belief.

Executed this 26th day of March, 2026, at Staten Island, New York.

FREDERICK PIÑA, Plaintiff, Pro Se

Email: pina.frederick@gmail.com
Tel: (929) 396-1040

EVIDENTIARY MATRIX ESTABLISHING EXTRINSIC FRAUD UNDER KOUSSIS V. UNITED STATES, 605 U.S. ___ (2025) AND UNITED STATES V. THROCKMORTON, 98 U.S. 61 (1878) - 26

EXHIBIT 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

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 Piña

[Quoted text hidden]

Subject: Frederick Pina v. State Farm Mutual Automobile Insurance Company
From: Frederick Pina <pina.frederick@gmail.com>
Date: 9/19/2024, 10:53 AM
To: HOME PA-RCAT-INTERNET <home.pa-rcat-internet.319h00@statefarm.com>

Good morning Vickie,

I am not a current State Farm policy holder. But I am the sole Plaintiff in a series of civil lawsuits against your company. The first is for \$400 million dollars. The second is for \$2.5 Billion dollars. And there is a federal appeal that is awaiting certiorari at the United States Supreme Court.

This is principally regarding corporate fraud, civil rights violation and fraud upon the court; in an earlier personal injury lawsuit.

I sent a letter to your CEO via U.S. Postal Service, but have heard nothing from the executive offices; nor from State Farm's legal counsel in California.

Therefore, I am attaching my demand letter for \$2.5 Billion dollars; if your company wishes to settle out of court. Along with a copy of the filed-stamped Summons and Complaint.

As the demand letter clearly states, there are over \$30 billion dollars in damages that your company is facing; and \$2.5 Billion as shocking as that number may sound the average Joe walking down the street; it is in fact; a reasonable figure; given the

seriousness and extensive corporate fraud that your company committed in Los Angeles.

Please inform your CEO that I await a formal response and I am ready and willing in good faith.

Thank you!

-- Frederick Pina

(929) 944-7029

On 9/19/24 10:37 AM, HOME PA-RCAT-INTERNET wrote:

Good morning,

State Farm would like to help you with your issue, but we do need

information about your situation and some identifying information such as a phone number, or policy number/claim number associated with your concerns.

Please send an additional email with information relation to your issue.

Thank you and have a great rest of your day.

State Farm Insurance
Vickie G. (TRSZ)
(She/Her/Hers)
Ad Services - Regulatory Complaint Administrative Team (RCAT)
1-800-782-8332

-----Original Message-----

From: SF-CEO <sf-ceo@statefarm.com>
Sent: Wednesday, September 18, 2024 9:20 AM
To: HOME PA-RCAT-INTERNET <home.pa-rcat-internet.319h00@statefarm.com>
Subject: FW: [EXTERNAL]

Auto-Forwarded by Rule

From: Frederick Pina <pina.frederick@gmail.com>
Sent: Wednesday, September 18, 2024 11:19:33 AM (UTC-06:00) Central Time (US & Canada)
To: SF-CEO
Subject: [EXTERNAL]

Hello,

Can I get support?

— Attachments: —

Summons on Complaint.pdf	104 KB
Complaint (filed stamped).pdf	6.8 MB
2.5 Billion demand letter.pdf	46.4 KB

EVIDENTIARY MATRIX:

EXTRINSIC FRAUD UPON THE COURT

Standard: *United States v. Throckmorton*, 98 U.S. 61 (1878)

Subject: State Farm Mutual Automobile Insurance Company (“State Farm”)

Matter: *Frederick Piña v. State Farm*, Case No. 2:25-cv-07942-MCS-SK

I. The Throckmorton "Admitted Exception"

The Supreme Court held that while judgments are generally final, an "admitted exception" exists where the successful party's conduct ensures "there was in fact no adversary trial or decision of the issue in the case" (98\$ U.S. at \$65\$).

<i>Throckmorton</i> Doctrine / Language	Evidence of State Farm’s Procedural Fraud	Legal Effect under <i>Throckmorton</i>
"Prevented from exhibiting fully his case" (98\$ U.S. at \$65\$)	Intentional Default: State Farm’s counsel admitted on March 16, 2026: " defendant never filed an answer. "	By refusing to answer, State Farm prevented the Plaintiff from "exhibiting" his case through the mandatory adversarial exchange of pleadings.
"Fraud or deception practised... by his opponent" (98\$ U.S. at \$65\$)	The Waived Defense Stratagem: State Farm invoked <i>res judicata</i> in a fraudulent VL Motion despite having waived it by failing to file an Answer.	This is "deception" practiced on the court to secure a dismissal based on a legal defense that State Farm was constitutionally forbidden from raising.
"Never been a real contest in the trial" (98\$ U.S. at \$66\$)	Sua Sponte Advocacy: The Court supplied the <i>res judicata</i> defense for State Farm, despite the lack of a responsive pleading.	Because the Court acted as an advocate for a defaulting defendant, there was no " real contest " between opposing parties, but a " systemic corruption. "
"Extrinsic or collateral to the	The Admission by Silence: Under C.C.P. §	The fraud is not in the <i>merits</i> (intrinsic), but in the <i>process</i>

<i>Throckmorton</i> Doctrine / Language	Evidence of State Farm's Procedural Fraud	Legal Effect under <i>Throckmorton</i>
matter tried" (\$98\$ U.S. at \$68\$)	431.20(a), State Farm's failure to answer serves as a legal admission of the Plaintiff's claims.	(extrinsic): using a fraudulent motion to circumvent the legal reality that the Defendant has already admitted the debt/liability by silence.

II. Analysis of the "Mischief" vs. The "Exception"

Justice Miller's opinion draws a bright line between two types of fraud. This Matrix proves that State Farm's conduct falls exclusively into the **Extrinsic** category:

1. **NOT Intrinsic Fraud:** This is not a case of "perjured witnesses" or "forged documents" presented during a trial (\$98\$ U.S. at \$66\$). If it were, *Throckmorton* would bar relief to prevent "endless strife."
2. **IS Extrinsic Fraud:** This is a case where the "unsuccessful party has been prevented from exhibiting fully his case" because the Defendant **refused to join the litigation** (by not answering) and then used a "collateral" fraudulent motion to kill the case.
3. **The "Real Contest" Requirement:** *Throckmorton* mandates a "fair hearing." By admitting they "**never filed an answer,**" State Farm's counsel has provided the "**clear and unquestionable ground**" required to annul the December 13, 2024 Order.

III. The *Throckmorton* "Presumption" Check

Justice Miller noted that bills to set aside decrees must "**present on its face a clear and unquestionable ground**" (\$98\$ U.S. at \$64\$).

- **State Farm's Burden:** By failing to answer, State Farm failed to "**present the claims of the parties**" for the "**consideration of the court**" (\$98\$ U.S. at \$65\$).
- **Plaintiff's Ground:** The March 16, 2026, **Castronovo Admission** is the "**new matter**" that was "**not what was tried before**" (\$98\$ U.S. at \$67\$). It proves the court was misled into thinking a "real contest" on *res judicata* was possible when the defense had actually been waived.

"The rule framed for the repose of society is not violated" when a judgment is set aside because the opponent's deception ensured there was **never a real contest** (\$98\$ U.S. at \$65-66\$).

1 **Frederick Piña, Pro Se**
 2 90 Vreeland Street, #4
 3 Staten Island, New York 10302-1464
 4 (929) 396-1040
 Pina.frederick@gmail.com

Electronically FILED by
 Superior Court of California,
 County of Los Angeles
 3/26/2026 12:05 AM
 David W. Slayton,
 Executive Officer/Clerk of Court,
 By D. Camacho, Deputy Clerk

5 **SUPERIOR COURT OF CALIFORNIA**
 6
 7 **COUNTY OF LOS ANGELES**

8 *Burbank Courthouse*

10 FREDERICK PIÑA,
 11 *Plaintiff,*

13 v.

14 STATE FARM MUTUAL
 15 AUTOMOBILE INSURANCE
 16 COMPANY,
 17 *Defendant.*

Case No.: 24NNCV03841

**DECLARATION OF
 FREDERICK
 PIÑA IN SUPPORT OF:**

- (1) Fraudulent Inducement;**
- (2) Actual Fraud;**
- (3) Breach of Contract;**
- (4) Extrinsic Fraud; and**
- (5) Civil Rights Violations**

**[EXHIBIT A: EVIDENTIARY
 MATRIX]**

Assigned for All Purposes To:

Hon. Frank M. Tavelman, Dept. A
 Hearing Date: 03/27/2026
 Hearing Time: 9:00 AM

Dated this 26th day of March, 2026.

DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 1

DECLARATION OF FREDERICK PIÑA

I, FREDERICK PIÑA, declare under penalty of perjury under the laws of the State of California, pursuant to Code of Civil Procedure § 2015.5 and California Rules of Court, Rule 3.1115, that the following is true and correct of my own personal knowledge, and that if called as a witness, I could and would competently testify thereto:

I. PERSONAL KNOWLEDGE AND STANDING

1. I am the Plaintiff Pro Se in the above-captioned action. I am an adult individual residing in Staten Island, New York. I have personal knowledge of the facts set forth in this Declaration and am competent to testify to them.

2. This action arises from a Verified Complaint filed on August 27, 2024, in the Los Angeles County Superior Court, assigned Case No. 24NNCV03841, designated as a Fraud (no contract) action under the General Jurisdiction of this Court.

3. All claims asserted herein arise from Defendant State Farm Mutual Automobile Insurance Company's ("State Farm" or "Defendant")
DECLARATION OF FREDERICK PIÑA IN SUPPORT OF: (1) FRAUDULENT INDUCEMENT; (2) ACTUAL FRAUD; (3) BREACH OF CONTRACT; (4) EXTRINSIC FRAUD; AND (5) CIVIL RIGHTS VIOLATIONS [EXHIBIT A: EVIDENTIARY MATRIX] - 2

1 systematic pattern of (1) fraudulent inducement, (2) actual fraud, (3)
2 breach of a contractual agreement, (4) extrinsic fraud, and (5) civil rights
3 violations perpetrated against Plaintiff in connection with a personal
4 injury action originating from a 2012 electric motor vehicle accident.
5
6

7
8 **II. FIRST CAUSE OF ACTION:**

9 **FRAUDULENT INDUCEMENT**
10

11 4. On September 25, 2024, Defendant's lead counsel, Tod M.
12 Castronovo of Shaver Castronovo LLP, transmitted an email
13 communication to Plaintiff wherein counsel proposed a contractual
14 arrangement: that Plaintiff waive any challenge to the validity of service
15 of the Verified Complaint in exchange for Defendant's commitment to
16 waive proper service and respond to the lawsuit by October 25, 2024.
17
18

19
20 5. Specifically, Attorney Castronovo represented in pertinent
21 part: **"I have authority from State Farm to waive proper service
22 of your lawsuit and respond to your lawsuit by October 25, 2024."**
23
24

25 This constituted an offer forming the basis of a binding contractual
26 agreement.
27

28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 3

1 6. Plaintiff accepted this offer in writing on the same date,
 2
 3 September 25, 2024, stating: **“In the spirit of personal amicability
 4 and professional courtesy, I will agree to your waiver option as
 5 exercised and grant you the new time extension for a response.
 6 October 25, 2024 is marked on Calendar.”**

7
 8
 9 7. At the time Attorney Castronovo made this representation,
 10 Defendant and its counsel had no genuine intention of filing a responsive
 11 pleading by October 25, 2024. Instead, this promise was a calculated
 12 stratagem and corrupt, corporate criminal conspiracy-scam to
 13 fraudulently induce Plaintiff to relinquish his right to challenge service
 14 of process, thereby lulling Plaintiff into inaction while Defendant
 15 prepared an offensive strategy to have Plaintiff improperly (and
 16 unethically) declared a vexatious litigant — a **fraudulent** motion that
 17 was filed on October 24, 2024, the day before the mutually agreed to
 18 contractual deadline.

19
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 22
 23
 24 8. This conduct satisfies every element of fraudulent
 25 inducement under California law. Defendant made a false promise
 26 without any intention of performing it, as defined by **California Civil**

27 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
 28 FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
 VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 4

1 Code § 1572(4). Plaintiff justifiably relied on this promise to his
 2 detriment. Defendant’s **fraudulent inducement** constitutes an
 3 independent tort separate from any contractual breach, as established by
 4 the California Supreme Court in *Robinson Helicopter Co. v. Dana Corp.*
 5 (2004) 34 Cal.4th 979, 989–990, and *Dhital v. Nissan North America, Inc.*
 6 (2022) 84 Cal.App.5th 828.
 7
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10
11 **III. SECOND CAUSE OF ACTION:**

12 **ACTUAL FRAUD**

13
14 **9. Defendant committed actual fraud** within the meaning of
15 **California Civil Code § 1572** through the following specific acts:

16
17 **a. The Suggestion of a Falsehood (§ 1572(1)):** Attorney Castronovo’s
 18 September 25, 2024 email falsely suggested that Plaintiff’s electronic
 19 service via OneLegal.com was invalid, stating: **“You served your most**
 20 **recent lawsuit on our firm on September 4. This is not valid**
 21 **service.”** This assertion was demonstrably false. On September 4, 2024,
 22 Tina M. Bhatia of Shaver Castronovo LLP received confirmed electronic
 23 service via OneLegal.com, as documented by the eServe notification
 24
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27
28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 5

1 system confirming service of the Verified Complaint, Civil Case Cover
2 Sheet, Notice, Summons, and Proof of Service.

3
4 **b. Positive Assertion Not Warranted by Information (§ 1572(2)):**
5
6 Attorney Castronovo’s claim that service was improper contradicted his
7 own firm’s prior communications. The law firm of Shaver Korzen
8 Castronovo LLP (predecessor firm) had previously instructed Plaintiff to
9 include specific email recipients “tws@skc-law.com” and “agv@skc-
10 law.com” for all business-related communications, and explicitly stated:
11
12

13
14 **“NOTE: FOR SERVICE TO BE CONSIDERED**
15 **EFFECTIVE/TIMELY, INCLUDE THE FOLLOWING**
16 **RECIPIENTS ON ALL BUSINESS-RELATED**
17 **COMMUNICATION.”**
18

19
20 This constituted a prior waiver of objection to electronic service.

21
22 **c. Suppression of Truth (§ 1572(3)):** Defendant and its counsel
23 suppressed the material fact that electronic service had been properly
24 effectuated and acknowledged by the firm, thereby concealing the truth
25
26

27
28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 6

1 that Defendant was already in procedural default for failure to respond
2 within the statutory time period.
3

4 **d. Promise Without Intent to Perform (§ 1572(4)):** The promise to
5 respond by October 25, 2024 was made without any intention of
6 performance, as evidenced by Defendant’s filing of an offensive, corrupt
7 and fraudulent vexatious litigant motion on October 24, 2024 — one day
8 before the promised response deadline — instead of filing a responsive
9 pleading to the Verified Complaint.
10
11
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14 **IV. THIRD CAUSE OF ACTION:**
15 **BREACH OF CONTRACT**
16

17 **10.** The email exchange of September 25, 2024 between
18 Plaintiff and Attorney Castronovo constituted a valid and enforceable
19 contractual agreement under California law, containing all essential
20 elements: (a) an offer by Defendant’s counsel; (b) acceptance by Plaintiff;
21 (c) mutual consideration, in that Plaintiff agreed to forego his right to
22 challenge service and Defendant agreed to respond by October 25, 2024;
23 and (d) mutual assent evidenced by the written communications.
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28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 7

1 11. Defendant materially breached this contractual
 2 agreement by failing to file any responsive pleading by October 25, 2024.
 3
 4 Instead, Defendant filed a **fraudulent** *Motion to Declare Plaintiff a*
 5 *Vexatious Litigant* on October 24, 2024 — an offensive motion that does
 6
 7 not constitute a responsive pleading under **California Code of Civil**
 8 **Procedure § 430.10 et seq.**

10 12. Under **California Civil Code § 3517**, ***“No one can take***
 11 ***advantage of their own wrong.*”** Defendant cannot simultaneously
 12 breach its contractual obligation to respond and then exploit its own non-
 13 response by filing offensive, fraudulent motions to deprive Plaintiff of his
 14 constitutional right to judicial redress. Under **California Civil Code §**
 15 **1654**, any ambiguity in the contractual terms must be construed against
 16 Defendant as the party who caused the uncertainty. Under **California**
 17 **Civil Code § 2332**, both Defendant and its counsel are deemed to have
 18 notice of the waiver of electronic service.
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28 DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
 FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
 VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 8

1 15. The **fraudulent** December 13, 2024 vexatious litigant
 2 order, the **fraudulent** February 7, 2025 order of dismissal, and all
 3 subsequent **fraudulent** orders predicated upon them are *void ab initio*
 4 as products of extrinsic fraud. As the California Supreme Court held in
 5 *Olivera v. Grace*, where an adversary hearing has never been held due to
 6 extrinsic fraud, the right to equitable relief is established. The Court's
 7 equitable jurisdiction to vacate judgments obtained through extrinsic
 8 fraud is well-settled and not subject to the ordinary limitations on
 9 motions to vacate. *Kulchar v. Kulchar*, 1 Cal.3d at 470-471.

14
 15 **VI. FIFTH CAUSE OF ACTION:**
 16 **CIVIL RIGHTS VIOLATIONS**

17
 18 **A. California Constitutional Violations**

19
 20 16. Defendant's scheme deprived Plaintiff of his rights under
 21 the California Constitution, Article I, § 16 (right to trial by jury), and
 22 Article I, § 7(a) (due process and equal protection). By inducing Plaintiff
 23 into a fraudulent contractual arrangement and then exploiting that fraud
 24 to secure a vexatious litigant order and subsequent dismissal, Defendant

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 27
 28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
 FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
 VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 10

1 effectively denied Plaintiff access to the courts and deprived him of a
2 meaningful opportunity to be heard on the merits of his claims.
3

4 **B. Federal Constitutional Violations**

5
6 17. Defendant's conduct, carried out in concert with and
7 ratified by the judicial proceedings, constitutes a deprivation of Plaintiff's
8 rights under the Due Process Clause of the Fourteenth Amendment to
9 the United States Constitution. The fundamental requirement of due
10 process is the opportunity to be heard at a meaningful time and in a
11 meaningful manner. *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976).
12

13 Defendant's fraudulent inducement was designed to, and did, prevent
14 Plaintiff from obtaining the procedural default to which he was legally
15 entitled, thereby denying him his constitutionally protected property
16 interest in a favorable judgment.
17

18
19 18. Moreover, Defendant's conduct implicates Plaintiff's
20 rights under the First Amendment (right to petition the courts for redress
21 of grievances) and the Seventh Amendment (right to trial by jury in civil
22 cases), as incorporated against the states through the Fourteenth
23

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28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 11

1 Amendment. The systematic scheme to defraud Plaintiff of his right to a
2 judicial determination on the merits constitutes a deprivation of federally
3 protected civil rights.
4

5
6 **C. Federal Statutory Violations**
7

8 **19.** Defendant’s fraudulent conduct, when viewed in its
9 totality, constitutes a scheme to obtain money or property through false
10 representations in violation of the principles articulated by the United
11 States Supreme Court in *Koussisis et al. v. United States*, 605 U.S. ____
12 (May 22, 2025) (No. 23-909). In *Koussisis*, the Supreme Court held that
13 fraudulent inducement is a cognizable species of fraud and that a
14 defendant who induces a victim to enter a transaction under materially
15 false pretenses commits fraud regardless of whether the defendant
16 intended to cause economic harm. The Court further held that the
17 “demanding” materiality standard provides a principled basis for
18 distinguishing actionable fraud from trivial misstatements.
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24 **20.** Applied here, Defendant’s material misrepresentation —
25 the false promise to respond by October 25, 2024 — induced Plaintiff to
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28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 12

1 enter into a contractual arrangement and to forego his right to seek
 2 immediate entry of default. This is precisely the species of fraudulent
 3 inducement that *Kousisis* confirms is actionable, as the materiality of the
 4 false promise is beyond dispute: Plaintiff would never have agreed to
 5 waive service challenges had he known Defendant intended to file an
 6 offensive, **fraudulent** motion rather than a responsive pleading.
 7
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 9

10
 11 **VII. EVIDENTIARY FOUNDATION**

12 **21.** The evidence supporting these claims is set forth in detail
 13 in EXHIBIT A (Evidentiary Matrix), attached hereto and incorporated
 14 herein by reference. The Evidentiary Matrix catalogs each item of
 15 documentary evidence, correlates it to the specific legal elements of each
 16 cause of action, and identifies the applicable California and federal
 17 authority establishing the burden of proof under Evidence Code § 115.
 18
 19
 20

21 **22.** I have personal knowledge of each and every fact set forth
 22 in this Declaration. The documentary evidence referenced herein consists
 23 of authentic email communications, court filings, and electronic service
 24
 25
 26
 27

28 DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
 FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
 VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 13

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confirmations that are within my custody and control and are true and correct copies of the originals.

DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 14

EXHIBIT A

EVIDENTIARY MATRIX

Establishing the Five Causes of Action Against State Farm

Under California and United States Federal Law

Burden of Proof:

Preponderance of Evidence (Cal. Evid. Code § 115)

TABLE 1:

FRAUDULENT INDUCEMENT

NO.	ELEMENT	EVIDENCE	CA STATE LAW	FEDERAL LAW
1	False Representation / Promise Without Intent	Castronovo email (9/25/24): promised response by 10/25/24; filed fraudulent VL motion on 10/24/24 instead	Civ. Code § 1572(4); <i>Robinson Helicopter</i> (2004) 34 Cal.4th 979	<i>Kousisis v. United States</i> , 605 U.S. ____ (2025); 18 U.S.C. § 1343
2	Knowledge of Falsity (Scienter)	Fraudulent VL motion prepared before 10/25/24 deadline; no responsive	Civ. Code § 1572(1)-(3); <i>Lazar v. Superior Court</i> (1996) 12 Cal.4th 631	<i>Neder v. United States</i> , 527 U.S. 1, 25 (1999)

DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 15

		pleading ever filed		
3	Intent to Induce Reliance	Language of offer designed to secure Plaintiff's agreement: "waive proper service" and "respond by October 25"	<i>Dhital v. Nissan</i> (2022) 84 Cal.App.5th 828; Civ. Code § 1709-1710	<i>Erlich v. Menezes</i> (1999) 21 Cal.4th 543, 551-552
4	Justifiable Reliance	Plaintiff's 9/25/24 email: accepted offer, granted extension, marked calendar	<i>OCM Principal v. CIBC</i> (2007) 157 Cal.App.4th 835	<i>Universal Health Svcs. v. Escobar</i> , 579 U.S. 176 (2016)
5	Resulting Damage	Fraudulent VL order (12/13/24); dismissal (2/7/25); loss of right to default judgment; years of litigation	Civ. Code § 3517; <i>Sheen v. Wells Fargo</i> (2022) 12 Cal.5th 905	<i>Kousisis</i> , 605 U.S. at ____ (materiality standard)

TABLE 2:

**ACTUAL FRAUD
(Cal. Civ. Code § 1572)**

NO.	STATUTORY ELEMENT	EVIDENCE	CA STATE LAW	FEDERAL LAW
1	§ 1572(1): Suggestion of falsehood	Castronovo falsely claimed e-service was	Civ. Code § 2332 (imputed	18 U.S.C. § 1341 (mail

DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 16

1			invalid despite firm's prior instructions confirming e-service protocol	knowledge); § 1654 (construe against drafter)	fraud); Fed. R. Civ. P. 11(b)
2	2	§ 1572(2): Positive assertion	Bhatia email (9/24/24) forwarding OneLegal confirmation proves firm received e-service; yet claimed invalidity	Evid. Code § 1220 (party admissions); CCP § 1013b	Fed. R. Evid. 801(d)(2) (opposing party statements)
3	3	§ 1572(3): Suppression of truth	Defendant concealed that it was already in default and that e-service was proper	<i>Collins v. eMachines</i> (2011) 202 Cal.App.4th 249, 255	<i>Rattagan v. Uber</i> , 19 F.4th 1188 (9th Cir. 2021)
4	4	§ 1572(4): Promise without intent	Filed fraudulent VL motion on 10/24/24; never filed responsive pleading by 10/25/24 deadline	Civ. Code § 1572(4); <i>Marketing West v. Sanyo Fisher</i> (1992) 6 Cal.App.4th 603	<i>Ciminelli v. United States</i> , 598 U.S. 306 (2023)
5	5	§ 1572(5): Any other act fitted to deceive	Systematic pattern: contradictory service positions; CEO email ignored; threat of restraining order as intimidation	Civ. Code § 1572(5); § 3294 (punitive damages for fraud)	<i>Anderson v. Ford Motor</i> (2022) 74 Cal.App.5th 946 (punitive damages for concealment)

DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 17

TABLE 3:

BREACH OF CONTRACT

NO.	ELEMENT	EVIDENCE	CA STATE LAW	FEDERAL LAW
1	Existence of Contract	Email exchange of 9/25/24: offer by Castronovo, acceptance by Piña	Civ. Code §§ 1549-1550; CCP § 1624 (statute of frauds inapplicable to <1 yr agreement)	Restatement (Second) Contracts §§ 17, 24, 50
2	Performance by Plaintiff	Plaintiff waived challenge to service; granted 30-day extension; did not seek default before 10/25/24	Civ. Code § 1439 (good faith performance)	UCC § 1-304 (good faith obligation)
3	Breach by Defendant	No responsive pleading filed by 10/25/24; VL motion (10/24/24) is not a responsive pleading	CCP § 430.10 et seq. (responsive pleadings); Civ. Code § 3517	Fed. R. Civ. P. 12(a)-(b) (responsive pleading requirements)
4	Resulting Damages	Loss of default judgment rights; VL designation; dismissal; 18+ months of additional litigation	Civ. Code §§ 3300, 3517; § 1654 (construe against drafter)	<i>Hadley v. Baxendale</i> (1854) 9 Exch. 341 (consequential damages)

DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 18

TABLE 4:

EXTRINSIC FRAUD

NO.	ELEMENT	EVIDENCE	CA STATE LAW	FEDERAL LAW
1	Fraud Collateral to Issues Tried	Fraud occurred via pre-litigation email agreement — extrinsic to merits of underlying fraud claim	<i>Kulchar v. Kulchar</i> (1969) 1 Cal.3d 467, 471	<i>U.S. v. Throckmorton</i> , 98 U.S. 61, 65-66 (1878)
2	False Promise of Compromise	Promise to respond by 10/25/24 was a “false promise of a compromise” preventing Plaintiff from seeking default	<i>Olivera v. Grace</i> (1942) 19 Cal.2d 570, 575-576	<i>Throckmorton</i> , 98 U.S. at 65-66 (false compromise is extrinsic)
3	Prevention of Fair Adversary Hearing	Plaintiff deprived of default entry; subjected to VL proceedings based on fraudulent procedural posture	<i>Jorgensen v. Jorgensen</i> (1948) 32 Cal.2d 13, 18-19; CCP § 473(b)-(d)	5th & 14th Amendments; <i>Mathews v. Eldridge</i> , 424 U.S. 319 (1976)
4	Resulting Void Orders	12/13/24 VL order; 2/7/25 dismissal order — all predicated on fraudulent procedural posture	CCP § 473(d) (void judgments); <i>Caldwell v. Taylor</i> (1933) 218 Cal. 471	42 U.S.C. § 1983; <i>Hazel-Atlas v. Hartford</i> , 322 U.S. 238 (1944)

DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 19

TABLE 5:

CIVIL RIGHTS VIOLATIONS

NO.	RIGHT VIOLATED	EVIDENCE	CA CONSTITUTION / STATUTE	U.S. CONSTITUTION / STATUTE
1	Due Process	Fraudulently induced to waive rights; deprived of default judgment; denied fair hearing on merits	Cal. Const., Art. I, § 7(a); CCP § 585	U.S. Const., Amend. XIV; <i>Mathews v. Eldridge</i> , 424 U.S. 319
2	Right to Jury Trial	Dismissal via VL order prevented trial on fraud claims; no merits hearing ever held	Cal. Const., Art. I, § 16	U.S. Const., Amend. VII (jury trial in civil cases)
3	Equal Protection	Pro se plaintiff subjected to heightened scrutiny; corporate defendant accorded procedural advantages not available to individual litigants	Cal. Const., Art. I, § 7(a); Cal. Const., Art. VI, § 1	U.S. Const., Amend. XIV, Equal Protection Clause; 42 U.S.C. § 1983
4	Right to Petition /	Fraud scheme systematically designed to	Cal. Const., Art. I, § 3(a); Cal. Civ. Code § 47(b)	U.S. Const., Amend. I (petition clause);

DECLARATION OF FREDERICKPIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 20

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	Access to Courts	prevent judicial determination on merits of Plaintiff's claims	(litigation privilege)	<i>Christopher v. Harbury</i> , 536 U.S. 403 (2002)
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DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 21

1 VERIFICATION AND SIGNATURE

2
3 I, FREDERICK PIÑA, declare under penalty of perjury under
4 the laws of the State of California that the foregoing Declaration and the
5 attached Exhibit A (Evidentiary Matrix) are true and correct to the best
6 of my knowledge, information, and belief, and that this Declaration was
7 executed on the date and at the place indicated below.
8
9

10 Executed this 26th day of March, 2026, at Staten Island,
11 New York.

12
13 
14
15
16 FREDERICK PIÑA

17 *Plaintiff, Pro Se*
18 Email: pina.frederick@gmail.com
19 Tel: (929) 944-7029
20
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28 DECLARATION OF FREDERICK PIÑA IN SUPPORT OF:(1) FRAUDULENT INDUCEMENT;(2) ACTUAL
FRAUD;(3) BREACH OF CONTRACT;(4) EXTRINSIC FRAUD; AND(5) CIVIL RIGHTS
VIOLATIONS[EXHIBIT A: EVIDENTIARY MATRIX] - 22

EXHIBIT B



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>

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-- Frederick Piña

[Quoted text hidden]

Subject: Frederick Pina v. State Farm Mutual Automobile Insurance Company
From: Frederick Pina <pina.frederick@gmail.com>
Date: 9/19/2024, 10:53 AM
To: HOME PA-RCAT-INTERNET <home.pa-rcat-internet.319h00@statefarm.com>

Good morning Vickie,

I am not a current State Farm policy holder. But I am the sole Plaintiff in a series of civil lawsuits against your company. The first is for \$400 million dollars. The second is for \$2.5 Billion dollars. And there is a federal appeal that is awaiting certiorari at the United States Supreme Court.

This is principally regarding corporate fraud, civil rights violation and fraud upon the court; in an earlier personal injury lawsuit.

I sent a letter to your CEO via U.S. Postal Service, but have heard nothing from the executive offices; nor from State Farm's legal counsel in California.

Therefore, I am attaching my demand letter for \$2.5 Billion dollars; if your company wishes to settle out of court. Along with a copy of the filed-stamped Summons and Complaint.

As the demand letter clearly states, there are over \$30 billion dollars in damages that your company is facing; and \$2.5 Billion as shocking as that number may sound the average Joe walking down the street; it is in fact; a reasonable figure; given the

seriousness and extensive corporate fraud that your company committed in Los Angeles.

Please inform your CEO that I await a formal response and I am ready and willing in good faith.

Thank you!

-- Frederick Pina

(929) 944-7029

On 9/19/24 10:37 AM, HOME PA-RCAT-INTERNET wrote:

Good morning,

State Farm would like to help you with your issue, but we do need

information about your situation and some identifying information such as a phone number, or policy number/claim number associated with your concerns.

Please send an additional email with information relation to your issue.

Thank you and have a great rest of your day.

State Farm Insurance
Vickie G. (TRSZ)
(She/Her/Hers)
Ad Services - Regulatory Complaint Administrative Team (RCAT)
1-800-782-8332

-----Original Message-----

From: SF-CEO <sf-ceo@statefarm.com>
Sent: Wednesday, September 18, 2024 9:20 AM
To: HOME PA-RCAT-INTERNET <home.pa-rcat-internet.319h00@statefarm.com>
Subject: FW: [EXTERNAL]

Auto-Forwarded by Rule

From: Frederick Pina <pina.frederick@gmail.com>
Sent: Wednesday, September 18, 2024 11:19:33 AM (UTC-06:00) Central Time (US & Canada)
To: SF-CEO
Subject: [EXTERNAL]

Hello,

Can I get support?

— Attachments: —

Summons on Complaint.pdf	104 KB
Complaint (filed stamped).pdf	6.8 MB
2.5 Billion demand letter.pdf	46.4 KB

EXHIBIT C



Frederick Piña <pina.frederick@gmail.com>

PINA V STATE FARM / OUR FILE NO: SF-1121 : FOR SERVICE

Alexandra Villacorta <agv@skc-law.com>

Tue, Apr 2, 2024 at 4:54 PM

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

Cc: Tod Castronovo <tmc@skc-law.com>, "Tina M. Bhatia" <tmb@skc-law.com>, Tom Shaver <tws@skc-law.com>, Karla Valdez <reception@skc-law.com>

Mr. Piña,

Below in the drop box link please find the following documents for service:

1. MOTION TO DISMISS APPEAL; SUPPORTING MEORANDUM AND DECLARATION
2. EXHIBITS SUPPORTING STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S OF MOTION TO DISMISS APPEAL, FILE 2 OF 4, VOLUME 1 [VOLUME 1 OF 3]
3. EXHIBITS SUPPORTING STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S OF MOTION TO DISMISS APPEAL, FILE 3 OF 4, VOLUME 2 [VOLUME 2 OF 3]
4. EXHIBITS SUPPORTING STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S OF MOTION TO DISMISS APPEAL, FILE 4 OF 4, VOLUME 3 [VOLUME 3 OF 3]

<https://www.dropbox.com/scl/fo/sv7ab5n4cni16r5cfn2sj/h?rlkey=tr7zu2sqarvmmsx73cwo1vdzp&dl=0>

Alexandra Villacorta

Legal Assistant

SHAVER, KORFF & CASTRONOVO LLP

16255 Ventura Boulevard, Suite 850

Encino, CA 91436

Tel. (818) 905-6001 x105

Fax: (818) 905-6004

NOTE: FOR SERVICE TO BE CONSIDERED EFFECTIVE/TIMELY, INCLUDE THE FOLLOWING RECIPIENTS ON ALL BUSINESS RELATED COMMUNICATION: tws@skc-law.com, agv@skc-law.com

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FILED: RICHMOND COUNTY CLERK 03/26/2026 03:02 AM

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 03/26/2026

Subject: FW: eServe notification for FREDERICK PINA vs STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

From: "Tina M. Bhatia" <tmb@SC-LAW.CO>

Date: 9/24/2024, 8:06 PM

To: Frederick Pina <pina.frederick@gmail.com>

CC: Tod Castronovo <tmc@SC-LAW.CO>, Alexandra Villacorta <agv@SC-LAW.CO>

Mr. Pina, service of the complaint in this matter on our office is not valid service on State Farm. We will however check with State Farm regarding its position re whether service will voluntarily be accepted and apprise you of State Farm's position.

Sincerely,

Tina M. Bhatia, Esq.
Partner
Shaver Castronovo LLP
16255 Ventura Boulevard, Suite 850
Encino, CA 91436-2309
Office: (818) 905-6001, ext. 116
Mobile: (818) 312-5132
Email: tmb@sc-law.co

Note: As of 8/1/24 my email address will be changing to tmb@sc-law.co. Please update your records with my new email address.

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.

From: eservice@onelegal.com <eservice@onelegal.com>

Sent: Wednesday, September 4, 2024 10:47 AM

To: Tina M. Bhatia <tmb@SC-LAW.CO>

Subject: eServe notification for FREDERICK PINA vs STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

Tina M. Bhatia Has Been Electronically Served

Submitted Case

Court

eServe recipient

Served Documents

- Complaint
- Civil Case Cover Sheet
- Notice
- Attachment
- Summons
- Attachment
- Attachment
- Proof of Service

Download these documents on the [Electronic Service page](#)

If the link above doesn't work, copy this URL into your browser's address bar: <https://platform>

Thank you,
The One Legal Team

[a=https%3a%2f%2fitmarketing.blob.core.windows.net%2fpub%2fnyr0utwv6iemcfkpx8oj2v2](https://linkprotect.cudasvc.com/url?)

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 1JNPlo6w6f3FY2Pc48jcVeaIwne-
 btjDpJSk2XylHr1EflniEnUHeYzA7g0JLzflQtHIHlleuunbFJhwMqQ,&typo=1](http://www.fredrickpinney.com)