

25-7014

No. _____

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IN THE

ORIGINAL

Supreme Court of the United States

FREDERICK PIÑA,
Petitioner,

v.

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,**
Respondent.

**On Petition for a Writ of Certiorari to the
United States Court of Appeals
for the Second Circuit**

PETITION FOR A WRIT OF CERTIORARI

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Dated: February 26, 2026

QUESTIONS PRESENTED

I.

Whether the Due Process Clause of the Fifth Amendment—as construed in *Stop the Beach Renourishment, Inc. v. Florida Dep’t of Environmental Protection*, 560 U.S. 702 (2010), and *Sheetz v. County of El Dorado*, 601 U.S. 267 (2024)—forbids federal courts from issuing judicial decrees that extinguish a litigant’s vested procedural default rights under Federal Rules of Civil Procedure 81(c)(2)(C) and 55(a), without prior notice and without affording an opportunity to be heard, where the opposing party concededly never filed a responsive pleading within the mandatory statutory deadline.

II.

Whether the Second Circuit’s affirmance—which treated a pre-motion conference letter that the Clerk of the Eastern District of New York expressly rejected as “not a motion” as sufficient to defeat Petitioner’s default entitlements—is irreconcilable with that same Court’s holding in *Kowalchuck v. Metropolitan Transportation Authority*, 94 F.4th 210 (2d Cir. 2024), thereby creating an intra-circuit conflict of constitutional dimension that only this Court can resolve.

III.

Whether a circuit judge who previously presided over and rendered a complete, unreserved judgment in favor of one party in prior insurance-coverage litigation is disqualified under 28 U.S.C. § 455(a) from adjudicating that same party's appeal, and whether the judge's unilateral denial of her own recusal motion—without referral to the full panel—constitutes a structural due process violation under the Fifth Amendment independently warranting certiorari.

IV.

Whether the Contracts Clause of Article I, Section 10, and the Due Process Clause of the Fifth Amendment are violated when federal courts affirm the dismissal of a breach-of-contract claim arising from a documented litigation agreement without addressing uncontroverted documentary evidence of the contract's formation and its material breach, where the breaching party obtained its procedural advantages through fraud upon the court within the meaning of *United States v. Throckmorton*, 98 U.S. 61 (1878).

PARTIES TO THE PROCEEDINGS

Petitioner Frederick Piña is a natural person appearing pro se who was Plaintiff-Appellant in the proceedings below. Respondent State Farm Mutual Automobile Insurance Company was Defendant-Appellee in the proceedings below. No other parties participated in the proceedings giving rise to this petition.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, Petitioner states that no party to this proceeding is a nongovernmental corporation. Respondent State Farm Mutual Automobile Insurance Company is a mutual insurance company organized under the laws of the State of Illinois; it has no parent corporation, and no publicly held company owns 10% or more of its stock.

DIRECTLY RELATED PROCEEDINGS

Pursuant to Supreme Court Rule 14.1(b)(iii), Petitioner identifies the following proceedings directly related to this case, all arising from the same underlying claims:

1. *Piña v. State Farm Mutual Automobile Insurance Co.*, No. 25-2206, United States Court of Appeals for the Second Circuit. Order denying

petition for panel rehearing and rehearing en banc entered February 24, 2026.

2. *Piña v. State Farm Mutual Automobile Insurance Co.*, No. 1:25-cv-04716-NCM-LKE, United States District Court for the Eastern District of New York. Transfer order entered September 12, 2025.

3. *Piña v. State Farm Mutual Automobile Insurance Co.*, Central District of California (Western Division). Dismissed on transfer; affirmed by the United States Court of Appeals for the Ninth Circuit.

4. *Piña v. State Farm Mutual Automobile Insurance Co.*, the California Supreme Court, Case No. S295008 – [**disposition / still pending**]

5. *Piña v. State Farm Mutual Automobile Insurance Co.*, the United States Supreme Court. Case. No. 25-6763 – [**disposition / still pending**]

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OPINIONS BELOW

The order of the United States Court of Appeals for the Second Circuit denying Petitioner's petition for panel rehearing and rehearing en banc was entered on February 24, 2026, in *Piña v. State Farm Mutual Automobile Insurance Co.*, Case No. 25-2206, DktEntry 82.1. The order is unreported and is reproduced at Appendix A. *Id.*

The Second Circuit's order denying Petitioner's petition for a writ of mandamus was entered on December 31, 2025. App. B. The order denying Petitioner's motion for recusal of Circuit Judge Sarah A. L. Merriam was entered on February 18, 2026. App. C. Both orders are unreported.

JURISDICTION

The United States Court of Appeals for the Second Circuit entered its order denying panel rehearing and rehearing en banc on February 24, 2026. App. A. No prior order extending the time to file this petition has been entered. This Court has jurisdiction pursuant to 28 U.S.C. § 1254(1). This petition is timely filed within ninety days of the entry of the final order below. See Sup. Ct. R. 13.1, 13.3.

**CONSTITUTIONAL AND STATUTORY
PROVISIONS INVOLVED**

The Fifth Amendment to the United States Constitution provides in pertinent part:

“No person shall be ... deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.”

Article I, Section 10, Clause 1 of the United States Constitution provides:

“No State shall ... pass any ... Law impairing the Obligation of Contracts.”

28 U.S.C. § 455(a) provides:

“Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.”

Federal Rule of Civil Procedure 55(a) provides:

“When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that

failure is shown by affidavit or otherwise, the clerk must enter the party's default."

Federal Rule of Civil Procedure 81(c)(2)(C) provides that a defendant who did not answer before removal must answer or present other defenses within seven days after the notice of removal is filed, unless the court orders otherwise.

STATEMENT OF THE CASE

I. Background

Petitioner Frederick Piña is a pro se litigant and resident of Staten Island, New York, who has been engaged in extended litigation against Respondent State Farm Mutual Automobile Insurance Company arising from a June 6, 2012, motor vehicle accident in the Westwood Village neighborhood of Los Angeles, California, near UCLA. This petition arises from Case No. 25-2206, in which the United States Court of Appeals for the Second Circuit denied Petitioner's petition for panel rehearing and for rehearing en banc on February 24, 2026. App. A.

Federal jurisdiction in the court of first instance was based on diversity of citizenship under 28 U.S.C. § 1332. Petitioner is a citizen of

New York; Respondent State Farm Mutual Automobile Insurance Company is a mutual insurance company organized under the laws of Illinois with its principal place of business in Bloomington, Illinois.

This case presents four interrelated constitutional questions of exceptional national importance, each independently warranting certiorari. Taken together, they expose a systemic failure of the lower federal courts to honor the most elementary guarantees of the Due Process Clause, the Contracts Clause, and the recusal obligations of the federal judiciary—a failure that, if left unremedied, threatens the structural integrity of the procedural default system upon which every litigant in every federal court depends.

II. The Binding Litigation Contract and State Farm’s Material Breach

On September 25, 2024, Respondent’s counsel Tod M. Castronovo transmitted to Petitioner an email containing the following express undertaking: *“I have authority from State Farm to waive proper service of your lawsuit and respond to your lawsuit by October 25, 2024.”* App. F. Petitioner accepted this offer by granting the requested extension of time. The exchange satisfies every element of contract formation under

governing law: mutual assent, consideration, definite terms, and legal capacity. Petitioner relinquished his right to immediate default; State Farm obtained the benefit of additional time. **The bargain was struck.**

The obligation State Farm assumed was unambiguous and non-discretionary. Petitioner's complaint was a Verified Complaint. Under *California Code of Civil Procedure* § 446(a), when a complaint is verified, the defendant's response *must* be a verified answer signed by a corporate officer. There is no judicial discretion to dispense with this requirement; it is a mandatory statutory obligation that attaches by operation of law. Accordingly, State Farm's contractual promise to "respond" was, as a matter of law, a promise to file a verified answer.

Instead, on October 23, 2024—the contractual deadline—State Farm filed a fraudulent motion to declare Petitioner a vexatious litigant pursuant to *California Code of Civil Procedure* § 391.6. That statute had been *repealed by omission* by California Assembly Bill 2391 (Stats. 2022, Ch. 96), effective January 1, 2023, and *California Government Code* 9605(a), effective January 1, 2023—more than twenty-one months before State Farm invoked it. The filing of a motion under a statute that no longer existed is not, in any legally cognizable sense, a "response" to a

verified complaint. It was a material breach of the September 25, 2024, Contractual Agreement and, simultaneously, a fraud upon the court: State Farm affirmatively invoked the authority of a statute it knew or should have known had been legislatively abolished.

State Farm's imputed corporate knowledge of the breach's magnitude is established by unrebutted documentary evidence. On September 18, 2024—one week before the contract was formed—Petitioner transmitted the file-stamped Verified Complaint directly to State Farm's Chief Executive Officer (Jon Farney) at the company's official executive correspondence address. State Farm's internal Regulatory Complaint Administrative Team acknowledged receipt in writing the following day. Corporate knowledge of the Verified Complaint's existence and character was thus established before the contractual undertaking was made, destroying any conceivable defense of ambiguity regarding what "respond" required.

III. Procedural Default and the EDNY Proceedings

The case originated in the Eastern District of New York following State Farm's removal from New York State Supreme Court, County of Richmond. Following State Farm's material breach of the litigation

contract, Petitioner sought entry of default and default judgment under Federal Rule of Civil Procedure 55(a). The EDNY Clerk's office made an affirmative, official determination—entered on the docket—that State Farm's pre-motion conference letter, docketed at Entry 12, **“is not a motion and should not have been filed as such.”** App. E. This is not a characterization advanced by Petitioner; it is the solemn determination of the Court's own Clerk, recorded in a judicial document of permanent record.

The legal consequence of the Clerk's determination is dispositive. If Entry 12 was **“not a motion,”** then State Farm never filed *any* responsive pleading within the mandatory seven-day deadline established by Federal Rule of Civil Procedure 81(c)(2)(C). The Clerk was therefore obligated—the Rule says **“must,”** not **“may”**—to enter a certificate of default under Rule 55(a). The Clerk's refusal to do so, after the Clerk's own office had determined that State Farm's sole filing was not a motion, is a contradiction that no principle of law or logic can reconcile.

Despite this official determination, the EDNY denied Petitioner's default motions, transferred the case *sua sponte* to the Central District

of California, Western Division – Los Angeles, and did so without prior notice to Petitioner and without affording him any opportunity to be heard on the venue question. The transfer was effectuated on September 12, 2025—nine days after State Farm’s procedural default had crystallized—before Petitioner could oppose any transfer motion, because no transfer motion had ever been filed by any party. The deprivation was total, immediate, and unreviewable.

IV. The Ninth Circuit Proceedings

The case proceeded through the Central District of California before Judge Mark C. Scarsi, who dismissed Petitioner’s claims on *res judicata* grounds without engaging with the documented breach-of-contract claim or the procedural default theory that had crystallized in the EDNY. The Ninth Circuit affirmed. Throughout these proceedings, not a single court addressed the September 25, 2024 email contract, the EDNY Clerk’s official determination that State Farm’s filing was not a motion, or the mandatory operation of Rule 81(c)(2)(C)’s default deadline. The contract—the foundational document upon which every subsequent procedural question depends—*was treated as though it did not exist*.

V. The Second Circuit Proceedings and Judge Merriam's Participation

Petitioner filed a mandamus petition in the Second Circuit, Case No. 25-2206, seeking relief from the chain of constitutional violations in the courts below. The Second Circuit denied the mandamus petition and subsequently denied Petitioner's petition for panel rehearing and rehearing en banc on February 24, 2026. App. A.

Of critical constitutional significance, the Second Circuit proceedings involved the participation of Circuit Judge Sarah A. L. Merriam. Prior to her elevation to the circuit bench, Judge Merriam served as a United States Magistrate Judge in the District of Connecticut, where she presided over *State Farm Insurance Company v. Orgonek*, Case No. 3:16-cv-00474-SALM (D. Conn. Jan. 30, 2018). App. D. In that case, State Farm appeared as plaintiff and affirmative movant. Judge Merriam conducted a full bench trial on January 10, 2018, and issued a final Memorandum of Decision on January 30, 2018, ruling *entirely and unreservedly* in State Farm's favor on every contested issue—including that the policy's auto exclusion applied, that the employee classification defeated coverage, and that the temporary

worker provision was unambiguous. She entered judgment for State Farm on all claims and all counterclaims, leaving the insured without any coverage recovery.

This was not a tangential or incidental connection. Judge Merriam conducted a full bench trial and issued a dispositive final judgment entirely in State Farm's favor in an insurance-coverage dispute—precisely the genus of litigation that defines Petitioner's present case against the same corporate entity. When Petitioner moved for recusal, Judge Merriam denied the motion acting as a single judge, without referring the matter to the full panel, and without explanation. App. C. The structural defect is thus compounded: the judge whose impartiality was challenged served as the sole arbiter of that challenge.

REASONS FOR GRANTING THE PETITION

**I. THE SECOND CIRCUIT’S DECISION IS IRRECONCILABLE WITH
ITS OWN HOLDING IN *KOWALCHUCK V. METROPOLITAN
TRANSPORTATION AUTHORITY* AND CONSTITUTES A DEPARTURE
FROM THE ACCEPTED COURSE OF JUDICIAL PROCEEDINGS
WARRANTING THIS COURT’S SUPERVISORY POWER (RULE 10(A),
(C))**

This Court should grant certiorari because the Second Circuit “has so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, as to call for an exercise of this Court’s supervisory power,” Sup. Ct. R. 10(a), and because it “has decided an important question of federal law that has not been, but should be, settled by this Court,” Sup. Ct. R. 10(c).

A. The Kowalchuck Holding

In *Kowalchuck v. Metropolitan Transportation Authority*, 94 F.4th 210 (2d Cir. 2024), the Second Circuit vacated a district court judgment and established four constitutional rules of direct and dispositive application to the case at bar.

First, a court may not take dispositive action *sua sponte* without giving the affected party notice and an opportunity to be heard. The Second Circuit vacated the district court's grant of summary judgment on this ground alone—notwithstanding that the district court's purpose was to spare the plaintiff the expense of unnecessary trial. Charitable judicial intent does not cure a constitutional deficiency. *Id.* at 215–16.

Second, pre-motion conference letters cannot substitute for formal motions on dispositive matters. The Second Circuit declared—“**more forcefully**” than in prior decisions—that if a court intends to grant dispositive relief based on pre-motion letters, it “**must give the party opposing the motion notice and an opportunity to be heard.**” *Id.* at 217–18.

Third, prejudice is presumed where a party had no opportunity to submit evidence. The court held it could not deem any error harmless because “**we simply do not know what would be in a proper summary judgment record.**” *Id.* at 219.

Fourth, an incomplete or improperly constituted record is independently fatal to dispositive action. *Id.* at 220. *See also Bridgeway Corp. v. Citibank*, 201 F.3d 134, 141 (2d Cir. 2000); *In re 650 Fifth Ave.*

& Related Props., 830 F.3d 66, 96 (2d Cir. 2016); *Celotex Corp. v. Catrett*, 477 U.S. 317, 326 (1986).

B. The Intra-Circuit Conflict

The constitutional principles established in *Kowalchuck* in February 2024 were violated in every proceeding below, yet the Second Circuit denied Petitioner’s petition for en banc rehearing in February 2026 without acknowledging—let alone resolving—the conflict.

In Petitioner’s case, State Farm filed a pre-motion conference letter in the EDNY—a letter that the EDNY Clerk’s office affirmatively and officially rejected in writing as “**not a motion and should not have been filed as such.**” App. E. Yet the EDNY proceeded as though State Farm had formally defended: it denied Petitioner’s default motions, transferred the case sua sponte, and disposed of Petitioner’s vested procedural rights—all without notice to Petitioner and without any opportunity to be heard on the dispositive question of whether State Farm had in fact defaulted.

The parallel to *Kowalchuck* is exact and structural, not merely analogous. In *Kowalchuck*, the MTA filed a pre-motion conference letter; the district court treated it as the motion itself and acted on it without

notice. The Second Circuit said that violated due process and Rule 56(f). Here, State Farm filed a pre-motion conference letter that the Clerk affirmatively rejected as “**not a motion**” at all—a still more deficient filing—yet the courts proceeded as if State Farm had legitimately defended. The constitutional violation identified in *Kowalchuck* is identical in kind and greater in degree.

This Court has recognized that the procedural requirements of the Federal Rules are not optional suggestions but constitutional mandates rooted in the Due Process Clause. *See Hanna v. Plumer*, 380 U.S. 460, 473–74 (1965). An intra-circuit conflict of this character—where the circuit applies its own due process jurisprudence to protect one class of litigants but refuses to extend the same protection to another—is precisely the “**departure from the accepted and usual course of judicial proceedings**” that Rule 10(a) identifies as warranting this Court’s supervisory intervention. *See also Van Dusen v. Barrack*, 376 U.S. 612, 639 (1964).

**II. STOP THE BEACH RENOURISHMENT AND SHEETZ ESTABLISH
THAT NO BRANCH OF GOVERNMENT—INCLUDING THE
JUDICIARY—MAY EXTINGUISH VESTED RIGHTS WITHOUT DUE
PROCESS, AND THIS COURT HAS NEVER APPLIED THAT
FRAMEWORK TO PROCEDURAL DEFAULT RIGHTS (RULE 10(C))**

This Court should grant certiorari because the Second Circuit “has decided an important question of federal law that has not been, but should be, settled by this Court,” Sup. Ct. R. 10(c), and because the decision below “conflicts with relevant decisions of this Court.”

Id.

***A. Stop the Beach Renourishment—Judicial Takings and
Due Process***

In *Stop the Beach Renourishment, Inc. v. Florida Dep’t of Environmental Protection*, 560 U.S. 702 (2010), this Court confronted the foundational question of whether courts—not merely legislatures or executive agencies—can commit unconstitutional takings of vested property rights. Justice Scalia’s plurality opinion held that the Takings Clause analysis must be identical regardless of which branch of government acts. *Id.* at 715. Justice Kennedy’s concurrence identified the

Due Process Clause as an independent and complementary restraint: “[T]he Due Process Clause would likely prevent a State from doing by judicial decree what the Takings Clause forbids it to do by legislative fiat.” *Id.* at 740 (Kennedy, J., concurring).

When the courts below eliminated Petitioner’s vested right to entry of default—a right that had crystallized under Rule 55(a) upon State Farm’s failure to timely respond—they did precisely what *Stop the Beach* forbids: they employed judicial action to extinguish a vested procedural right without notice, without compensation, and without the process that the Fifth Amendment demands.

B. Sheetz—The Form of Government Action Is Constitutionally Irrelevant

In *Sheetz v. County of El Dorado*, 601 U.S. 267 (2024), this Court reinforced and extended *Stop the Beach*. Justice Gorsuch’s concurrence articulated the dispositive principle: “**However the government chooses to act, whether by way of regulation or statute, or ordinance, or miscellaneous decree, it must follow the same constitutional rules.**” *Id.* (Gorsuch, J., concurring). *See also Nollan v. California Coastal Comm’n*, 483 U.S. 825, 834–35 (1987).

This principle maps directly onto every proceeding below. The EDNY's sua sponte transfer order, the Central District's dismissal, the Ninth Circuit's affirmance, and the Second Circuit's denial of en banc rehearing each represent a different form of judicial action. Yet each accomplished the identical unconstitutional result: the elimination of Petitioner's vested procedural and contractual rights without prior notice, without any opportunity to be heard, and without just compensation.

C. The United Constitutional Framework

Taken together, *Stop the Beach* and *Sheetz* establish a complete constitutional framework. This Court has **never** applied that framework to the judicial elimination of procedural default rights. That question—whether a vested right to entry of default under Rules 81(c)(2)(C) and 55(a) constitutes a property interest protected by the Due Process Clause—is an **“important question of federal law that has not been, but should be, settled by this Court.”** Sup. Ct. R. 10(c). See *Mathews v. Eldridge*, 424 U.S. 319, 333 (1976); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

**III. JUDGE MERRIAM’S PARTICIPATION CONSTITUTES A
STRUCTURAL DUE PROCESS VIOLATION UNDER 28 U.S.C. § 455(A)
THAT INDEPENDENTLY WARRANTS THIS COURT’S REVIEW (RULE
10(A), (C))**

This Court should grant certiorari because the Second Circuit “**has so far departed from the accepted and usual course of judicial proceedings ... as to call for an exercise of this Court’s supervisory power,**” Sup. Ct. R. 10(a), and because the decision below presents an important and unsettled question of federal law regarding the permissible scope of judicial self-recusal. Sup. Ct. R. 10(c).

A. The Documented Prior Relationship

The official court record in *State Farm Insurance Company v. Organek*, Case No. 3:16-cv-00474-SALM (D. Conn. Jan. 30, 2018), bears the judicial initials “SALM”—Sarah A. L. Merriam—as the presiding officer. App. D. Judge Merriam, then a United States Magistrate Judge, conducted a full bench trial and issued a final Memorandum of Decision ruling entirely and unreservedly in State Farm’s favor on every contested issue. She entered judgment for State Farm on all claims and all counterclaims.

This was not a tangential connection. Judge Merriam rendered a comprehensive, unreserved judgment in State Farm's favor in an insurance-coverage dispute—precisely the genus of litigation that defines the present case. *See Old Wayne Mut. Life Ass'n v. McDonough*, 204 U.S. 8, 15 (1907) (due process requires impartial tribunal); *Ex parte Rowland*, 104 U.S. 604, 617 (1881).

B. The § 455(a) Standard and Its Objective Application

Under 28 U.S.C. § 455(a), a judge “**shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned.**” The standard is objective. *Liteky v. United States*, 510 U.S. 540, 548 (1994). A reasonable, informed observer who knew that the circuit judge presiding over a State Farm appeal had previously conducted a full bench trial and issued a complete judgment in State Farm's favor—in an insurance-coverage dispute involving the same category of claims—would unquestionably conclude that the judge's impartiality might reasonably be questioned. This is the paradigm case for § 455(a) disqualification.

C. The Structural Defect: Unilateral Self-Recusal Denial

Judge Merriam denied Petitioner's recusal motion acting as a single judge, without referring the matter to the full panel and without explanation. App. C. This procedure is independently constitutionally deficient. When the basis for a recusal motion involves the judge's own prior judicial conduct with respect to a party, the judge whose impartiality is questioned is the last person who should serve as the sole arbiter of that question. Allowing a judge to unilaterally resolve a challenge to her own impartiality—without any independent review—defeats the entire purpose of § 455(a) and transforms the recusal obligation from a structural safeguard into a self-administered formality.

The structural due process violation is thus complete: a judge with a documented prior relationship of judicial favoritism toward one party presided over that party's appeal; rejected a motion challenging her own participation without explanation and without referral; and participated in the denial of en banc rehearing—all without any independent judicial review of the threshold question of her fitness to participate. This constitutes a departure from the **“accepted and usual course of**

judicial proceedings” warranting this Court’s supervisory intervention under Rule 10(a).

IV. THE COURTS BELOW VIOLATED THE CONTRACTS CLAUSE AND THE DUE PROCESS CLAUSE BY SYSTEMATICALLY REFUSING TO ADDRESS A BINDING LITIGATION CONTRACT AND ITS MATERIAL BREACH, IN DEROGATION OF THIS COURT’S HOLDING IN UNITED STATES V. THROCKMORTON (RULE 10(A), (C))

This Court should grant certiorari because the courts below decided an important question of federal law in a manner that “**conflicts with relevant decisions of this Court,**” Sup. Ct. R. 10(c)—specifically, *United States v. Throckmorton*, 98 U.S. 61 (1878)—and because the systematic refusal to address an uncontroverted contract constitutes a departure from accepted judicial proceedings warranting supervisory review. Sup. Ct. R. 10(a).

A. The Contract Is Uncontroverted and Decisive

The September 25, 2024 email from State Farm’s counsel constitutes an offer, an acceptance, and a binding contract supported by valuable consideration. App. F. Every element of contract formation is established by a single documentary exhibit and is not contested by any

documentary evidence in the record. The contract is not ambiguous, not disputed as to its terms, and not subject to any defense of excuse, impossibility, or impracticability. State Farm simply chose to file a fraudulent motion under a repealed statute instead of performing its contractual obligation.

This Court's precedents establish beyond question that contractual agreements between parties are enforceable according to their specific terms. *Carnival Cruise Lines, Inc. v. Shute*, 499 U.S. 585, 593–95 (1991); *Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381–82 (1994). When a party agrees to a specific form of performance and substitutes a materially different act, the substitution constitutes breach—and the rights that crystallized upon breach cannot be extinguished by judicial silence.

B. Fraud Vitiates Everything It Touches—Throckmorton

This Court's holding in *United States v. Throckmorton*, 98 U.S. 61 (1878)—never overruled—establishes the foundational principle that fraud vitiates everything it touches, including judgments, procedural protections, and every advantage obtained through fraudulent concealment of material facts. *See also* Fed. R. Civ. P. 60(d)(3).

State Farm concealed from every tribunal—the California Superior Court, the Central District of California, the Eastern District of New York, the Ninth Circuit, and the Second Circuit—that it had entered into a binding contractual obligation to file a verified answer; that its fraudulent vexatious litigant motion was filed under a statute that had been legislatively repealed more than twenty-one months earlier; and that its corporate headquarters had actual, documented notice of the Verified Complaint’s character before the contract was executed. This systematic concealment of material facts from every tribunal adjudicating Petitioner’s rights is precisely the fraud that *Throckmorton* holds vitiates every advantage obtained through it.

C. The Contracts Clause and Due Process Are Independently Violated

Article I, Section 10 of the Constitution prohibits laws impairing the obligation of contracts. The systematic judicial refusal to acknowledge, enforce, or even *address* the September 25, 2024 contract—across six separate proceedings in two federal circuits spanning more than sixteen months—constitutes a structural impairment of the contract’s obligation that violates Article I, Section 10.

The Fifth Amendment's Due Process Clause provides an independent basis for relief. Petitioner possessed a constitutionally protected property interest in the enforcement of his contract and in the default rights that crystallized when State Farm failed to comply with both its contractual undertaking and the mandatory requirements of Rules 81(c)(2)(C) and 55(a). The deprivation of those property interests—accomplished through a cascade of judicial decrees entered without notice and without opportunity to be heard—is a due process violation of constitutional dimension that this Court is uniquely positioned to correct.

CONCLUSION

The questions presented in this petition are of exceptional national importance. They go to the structural foundations of the constitutional order: whether any branch of government—including the federal judiciary—may extinguish vested procedural rights without notice and without due process of law; whether circuit courts may apply their own constitutional precedents inconsistently depending on which party stands to be prejudiced; whether a judge with a documented record of rendering a comprehensive judgment in favor of one party may preside over that party's subsequent appeal and serve as the sole arbiter of her

own disqualification; and whether the systematic judicial refusal to address a binding, uncontroverted contract—whose breach was accomplished through invocation of a repealed statute—is compatible with the Contracts Clause and the Due Process Clause of the United States Constitution.

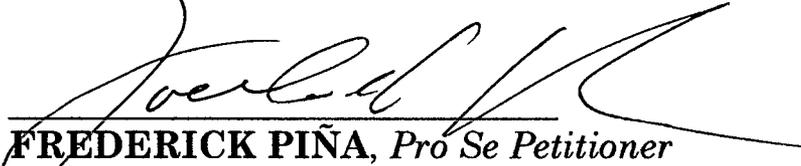
The Second Circuit's decision blessed a chain of proceedings that violated *Kowalchuck*, *Stop the Beach Renourishment*, *Sheetz*, *Throckmorton*, 28 U.S.C. § 455(a), and the Fifth Amendment. That decision cannot stand. This petition presents questions this Court has never squarely resolved in the context of judicial elimination of procedural default rights, and the circuit courts have demonstrated—through their inconsistent and constitutionally deficient handling of this case—that they will not resolve them consistently without this Court's authoritative intervention.

For all of the foregoing reasons, Petitioner respectfully requests that this Court:

1. Grant this petition for a writ of certiorari;
2. Vacate the judgment of the United States Court of Appeals for the Second Circuit; and

3. Remand for proceedings consistent with the constitutional principles set forth herein.

Respectfully submitted,



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