No. 25-7014

IN THE
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
Case No. 25-2206

Decision Date: December 31, 2025
Rehearing Denied: February 24, 2026

PETITIONER'S SUPPLEMENTAL BRIEF PURSUANT TO RULE 15.8

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PRELIMINARY STATEMENT

Petitioner Frederick Pina respectfully submits this Supplemental Brief pursuant to Rule 15.8 of the Rules of the Supreme Court of the United States to call the Court's attention to *other intervening matter not available at the time of the party's last filing*—specifically, a sworn declaration filed by Respondent's own counsel of record on March 16, 2026, in which counsel admitted under penalty of perjury that Respondent **"never filed an answer"** to Petitioner's Verified Complaint.

This admission did not exist when the Petition was filed on February 26, 2026. It was made eighteen days later, on March 16, 2026. It is directly and dispositivley relevant to the questions presented in the Petition, which concern, *inter alia*, the circuit split on Federal Rule of Civil Procedure 55(a) and the question of what constitutes a responsive pleading sufficient to defeat default. Respondent's own counsel has now eliminated that question as a matter of contested fact: Respondent concedes, under oath, that it never filed any Answer at all, in the underlying predicate State Civil Action, which forms the basis of this Breach of Contract federal civil lawsuit, etc.

Petitioner also filed a Declaration of Frederick Piña with the United States Court of Appeals for the Ninth Circuit on March 16, 2026, in the companion federal appeal, *Piña v. State Farm*, Case No. 25-7616 (9th Cir.), Docket Entry No. 35, setting forth the full factual and legal significance of this admission. A copy of that Declaration and its exhibits is enclosed.

THE INTERVENING MATTER

On March 16, 2026, Respondent State Farm Mutual Automobile Insurance Company ("State Farm"), through Tod M. Castronovo, Esq. of Shaver Castronovo LLP, filed a Declaration in the Los Angeles Superior Court, Burbank Courthouse, in the related state court action, *Piña v. State Farm*, Case No. 24NNCV03841 (Hon. Frank M. Tavelman, Dept. A). The Declaration was captioned "Defendant's Opposition to Plaintiff's Motion for Judgment on the Pleadings; Declaration of Tod M. Castronovo; Memorandum of Points and Authorities."

At Paragraph 9 of that Declaration, Mr. Castronovo stated:

> *"As discussed in the following memorandum of points and authorities, a motion for judgment on the pleadings brought by a plaintiff lies only where the defendant has filed an answer, because the motion challenges the sufficiency of that answer. Here, as discussed above,* ***defendant never filed an answer****; therefore, plaintiff's motion for judgment on the pleadings will not lie as there is no answer on file to challenge."*
>
> *(Declaration of Tod M. Castronovo, ¶ 9, executed Mar. 16, 2026.)*

At Paragraph 12, Mr. Castronovo swore: "I declare under penalty of perjury that the foregoing is true and correct." *Id.* at ¶ 12.

This sworn admission constitutes a **judicial admission** that is conclusively binding upon Respondent. *Murillo v. Superior Court*, 143 Cal. App. 4th 730, 736 (2006). The doctrine of judicial estoppel further bars Respondent from taking any contrary position. *New Hampshire v. Maine*, 532 U.S. 742, 749 (2001).

The admission confirms three dispositive facts:

First, Respondent never filed a Verified Answer signed by an Officer of the Corporation to Petitioner's Verified Complaint, in violation of the mandatory command of California Code of Civil Procedure § 446(a), which provides: "When the complaint is verified, the answer ***shall*** be verified."

Second, Respondent materially breached the Contractual Agreement of September 25, 2024, by which it agreed, through Mr. Castronovo, to "waive proper service of [Petitioner's] lawsuit and respond to [Petitioner's] lawsuit by October 25, 2024." *See* Petition, Exhibit A. *Cobble Hill Nursing Home, Inc. v. Henry & Warren Corp.*, 74

N.Y.2d 475, 482 (1989); *J.P. Morgan Securities Inc. v. Vigilant Insurance Co.*, 21 N.Y.3d 324, 330 (2013).

Third, rather than filing the Verified Answer signed by an Officer of the Corporation, it was obligated to provide, Respondent filed, on October 23, 2024—two days before the contractual deadline—a corrupt and fraudulent Motion to Designate Petitioner a Vexatious Litigant under repealed by omission California Code of Civil Procedure § 391.6, which constitutes fraud upon the court. *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246 (1944); *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44 (1991).

THE DISPOSITIVE SIGNIFICANCE OF THE ADMISSION

This admission bears directly and dispositively on the questions presented in the Petition.

The Petition presents, as its first and most far-reaching question, the circuit split on Federal Rule of Civil Procedure 55(a)—specifically, what constitutes a responsive pleading sufficient to defeat the mandatory default rule. This Court's intervention was urged because the circuits have answered this question in irreconcilable ways. The Ninth Circuit held in *Direct Mail Specialists, Inc. v. Eclat Computerized Technologies, Inc.*, 840 F.2d 685, 689 (9th Cir. 1988), that informal communications do not constitute responsive pleadings. The Fifth Circuit reached the same conclusion in *Sun Bank of Ocala v. Pelican Homestead & Savings Ass'n*, 874 F.2d 274 (5th Cir. 1989). And the Second Circuit, in *Kowalchuck v. Metropolitan Transportation Authority*, 94 F.4th 210 (2d Cir. 2024), confirmed that non-formal submissions do not constitute responsive pleadings.

Respondent's admission eliminates any factual ambiguity on this point. The question is no longer whether an informal letter or pre-

motion conference request constitutes a responsive pleading—Respondent concedes it filed **nothing that constitutes an Answer**. The case for certiorari is now stronger than when the Petition was filed, because Respondent's own sworn declaration has confirmed the factual predicate that makes this case an ideal vehicle for resolving the circuit split.

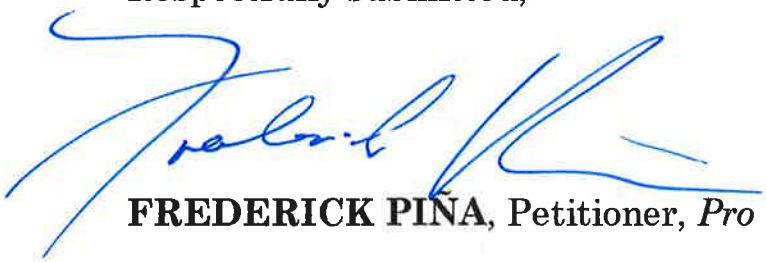
The admission also reinforces the constitutional dimensions of the Petition. Petitioner's contractual right to a Verified Answer signed by an Officer of the Corporation by October 25, 2024, is a constitutionally protected property interest under the Due Process Clause of the Fifth Amendment. *Board of Regents v. Roth*, 408 U.S. 564, 577 (1972). The extinguishment of that right—and the dismissal of Petitioner's claims after Respondent never answered—implicates the Contracts Clause (U.S. Const. art. I, § 10, cl. 1) and the Takings Clause as applied by this Court's unanimous decision in *Sheetz v. County of El Dorado*, 601 U.S. 267 (2024).

CONCLUSION

The record before this Court now contains what no reviewing court can disregard: a sworn, unequivocal admission by Respondent's own counsel of record that Respondent **"never filed an answer."** This admission is a judicial admission. It is binding. It is irrevocable. It was not available when the Petition was filed. And it is dispositive.

Petitioner respectfully submits that this intervening matter strengthens the case for certiorari and urges the Court to grant the Petition in No. 25-7014.

Respectfully submitted,



FREDERICK PIÑA, Petitioner, *Pro Se*

Dated: March 18, 2026

Staten Island, New York