No. 26-5031

IN THE

SUPREME COURT OF THE UNITED STATES

Alan Amron — PETITIONER
(Your Name)

vs.

3M Company — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

Whether claim preclusion bars a claim based on an opposing party's post-litigation conduct — specifically, a materially different interpretation of a contractual obligation first asserted after prior litigation has concluded — where that conduct could not have been raised in the earlier action.

WHY THIS CASE WARRANTS REVIEW

This case presents a recurring and unresolved question concerning the limits of claim preclusion: whether a party may invoke res judicata to bar a claim based on its own post-litigation conduct that could not have been raised in any prior action.

The decision below allows a party to provide a written interpretation of a contractual obligation, induce reliance on that interpretation, later adopt a materially different position after prior litigation has concluded, and then invoke claim preclusion to foreclose any challenge. The courts below did not address whether such post-litigation conduct constitutes a new claim outside the scope of res judicata.

The absence of a clear rule creates uncertainty in the administration of settlement agreements and federal preclusion doctrine. Litigants routinely rely on written representations concerning contractual obligations. If a party may later reverse its position and avoid review on claim-preclusion grounds, the doctrine operates not as a rule of finality, but as a shield for new and independent conduct.

This case squarely presents that issue. The alleged wrongful conduct — a post-litigation reversal of a prior written representation — did not exist at the time of earlier litigation and could not have been raised. The courts below nonetheless applied claim preclusion without addressing that distinction.

This Court's review is warranted to clarify whether claim preclusion extends to such post-litigation conduct and to provide uniform guidance to the lower courts.

The question presented is outcome-determinative. The courts below dismissed the action solely on claim-preclusion grounds and did not reach the merits. Resolution of that issue will determine whether the claim may proceed at all.

This case also implicates whether a claim may be dismissed as "frivolous" where it is based on post-litigation conduct that could not have been raised in any prior action.

PARTIES TO THE PROCEEDING

Petitioner is Alan Amron, plaintiff-appellant below.

Respondent is 3M Company, defendant-appellee below.

DIRECTLY RELATED PROCEEDINGS

Amron v. 3M Minn. Mining & Mfg. Co., No. 97-cv-7281 (E.D.N.Y. Jan. 26, 1998)
Amron v. 3M Minn. Mining & Mfg. Co., No. 16-cv-80125 (S.D. Fla. Sept. 8, 2016)
Amron v. 3M Company, No. 23-cv-8959 (E.D.N.Y. Sept. 29, 2025)
Amron v. 3M Company, No. 25-2401 (2d Cir. Mar. 20 & 30, 2026)

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Other Authorities

Statutes

OPINIONS BELOW

The order of the United States Court of Appeals for the Second Circuit denying Petitioner's motion to proceed in forma pauperis and dismissing the appeal (March 20, 2026) is unreported. The order is reproduced in the Appendix at A-1.

The order of the United States Court of Appeals for the Second Circuit denying Petitioner's petition for panel rehearing (March 30, 2026) is unreported and is reproduced in the Appendix at A-2.

The order of the United States Court of Appeals for the Second Circuit denying Petitioner's motion for leave to file an amended petition for panel rehearing (March 30, 2026) is unreported and is reproduced in the Appendix at A-3.

The opinion of the United States District Court for the Eastern District of New York granting Respondent's motion to dismiss (September 29, 2025) is unreported and is reproduced in the Appendix at A-4.

JURISDICTION

The judgment of the United States Court of Appeals for the Second Circuit was entered on March 20, 2026. A timely petition for rehearing was denied on March 30, 2026. This petition is timely under Supreme Court Rule 13. This Court has jurisdiction under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves the application of res judicata principles and exceptions to claim preclusion. No specific constitutional or statutory provision is directly at issue.

STATEMENT OF THE CASE

I. Background

In 1998, Petitioner Alan Amron and Respondent 3M Company entered into a settlement agreement resolving litigation over Petitioner's Press-On Memo invention — the predecessor to Post-it Notes. The settlement agreement included Clause 9, a confidentiality provision.

On February 3, 1998, before signing the agreement, Petitioner called 3M's counsel to confirm that Clause 9 was mutual — binding both parties equally. 3M's counsel confirmed this orally and later memorialized it in writing on April 6, 1998, stating: "the agreement and its contents would be kept confidential. We see no reason to change that commitment from either side." (Compl. Ex. E/E1).

For 25 years, Petitioner reasonably relied on this written assurance that confidentiality was mutual.

II. The 2024 Reversal — A New Act, Not Old Facts

In January 2024, 3M filed a brief stating for the first time that Clause 9 imposes obligations only on Petitioner, not on 3M. (ECF No. 17). This directly contradicted 3M's 1998 written confirmation that confidentiality was "from either side."

3M's 2024 reversal is not a new interpretation of old facts. It is itself a new act — conduct occurring after prior litigation that independently supports a cause of action and could not have been anticipated or challenged in 2016 because it did not yet exist.

Petitioner challenged this post-litigation reversal as giving rise to a new and independent claim.

III. District Court Proceedings

During an April 2024 hearing, District Court Judge Pamela K. Chen characterized the settlement terms as potentially "unconscionable" and "illusory." (Doc. 30, Tr. at 4, 37). Nevertheless, the district court dismissed Petitioner's claims on res judicata grounds, holding that these claims could have been raised in 2016 litigation.

IV. Court of Appeals Decision

The Second Circuit dismissed Petitioner's appeal as lacking an arguable basis in law or fact. Meadows v. United Services, Inc., 963 F.3d 240, 243 (2d Cir. 2020) (quoting Neitzke v. Williams, 490 U.S. 319, 325 (1989)). The court did not address Petitioner's core argument: that claim preclusion cannot bar a challenge to conduct that had not yet occurred at the time of prior litigation.

The very case the panel cited — Neitzke v. Williams — holds that where an appeal raises an arguable question of law that is ultimately resolved against the appellant, dismissal for frivolousness is not appropriate. Neitzke, 490 U.S. at 325, 327–28. The Second Circuit has reinforced that courts must exercise great care before labeling an argument frivolous, and that the frivolousness standard refers to the ultimate merits of the case. Tafari v. Hues, 473 F.3d 440, 441, 443 (2d Cir. 2007). The panel's dismissal resolved only a procedural question of claim preclusion — it was not a determination of the ultimate merits.

On March 30, 2026, the Second Circuit denied both Petitioner's motion for leave to file an amended petition for panel rehearing and the petition for panel rehearing itself. Each denial consisted of a single sentence with no reasoning provided.

STATEMENT OF PETITIONER ALAN AMRON

This case is not simply a dispute between me and 3M Company.

The broader question is whether claim preclusion can be extended to bar a claim based on conduct that did not yet exist when prior litigation occurred.

For generations, claim preclusion has been understood to apply to claims that were raised or could have been raised in an earlier action. The issue presented here is what happens when the conduct giving rise to a claim had not yet occurred and therefore could not possibly have been raised.

The decision below effectively holds that a litigant may be barred from challenging conduct that did not exist at the time of prior litigation. If that principle is correct, it affects far more than my case. It affects settlement agreements, licensing agreements, confidentiality agreements, employment agreements, commercial contracts, consent decrees, and countless other continuing legal relationships that remain in effect long after litigation has ended.

Parties routinely rely upon written representations concerning their rights and obligations. Years later, circumstances change, positions change, and new disputes arise. The question is whether claim preclusion can be used to prevent judicial review of conduct that occurs only after earlier litigation has concluded.

The issue is not whether I ultimately prevail on the merits. The issue is whether a litigant can be required to challenge conduct before that conduct exists.

No litigant can anticipate every future interpretation, reversal of position, or future course of conduct another party may later adopt. Requiring such foresight would extend claim preclusion beyond its traditional purpose of finality and into the realm of speculation.

No litigant can be required to challenge conduct before that conduct exists. Yet the decision below effectively imposes that requirement.

I respectfully submit that this is an important and recurring question of federal law that warrants this Court's consideration.

Respectfully submitted,

/s/ Alan Amron

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Dated: June 12, 2026

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REASONS FOR GRANTING THE PETITION

I. THIS CASE PRESENTS AN IMPORTANT AND UNRESOLVED QUESTION REGARDING THE SCOPE OF CLAIM PRECLUSION

This case presents a recurring and unresolved question of federal law: whether claim preclusion bars a claim based on post-litigation conduct that could not have been raised in any prior action.

The decision below assumes, without analysis, that claim preclusion extends to conduct that did not exist at the time of earlier litigation. That assumption conflicts with established principles limiting res judicata to claims that were or could have been raised in a prior proceeding. It also creates a doctrinal gap where a party may engage in new conduct after litigation concludes and yet remain insulated from challenge.

Lower courts have not articulated a clear rule governing this situation. Some decisions recognize that post-judgment conduct giving rise to a new claim is not barred. See, e.g., TechnoMarine SA v. Giftports, Inc., 758 F.3d 493, 499 (2d Cir. 2014). Others apply claim preclusion broadly without distinguishing between new conduct and new arguments about prior facts. The absence of a consistent framework creates uncertainty in the application of federal preclusion doctrine.

This case presents the issue in a clean and dispositive posture. The alleged wrongful conduct — a materially different interpretation of a contractual obligation — was first asserted decades after the prior litigation had concluded. It therefore could not have been raised earlier. The courts below nonetheless held that claim preclusion barred any challenge, effectively requiring a party to anticipate and litigate future conduct that had not yet occurred.

That result reflects a fundamental misapplication of res judicata and presents a question warranting this Court's review.

II. THE ABSENCE OF A CLEAR RULE CREATES INCENTIVES FOR STRATEGIC CONDUCT

Without a clear rule, the doctrine of claim preclusion can create incentives for strategic conduct. A party may provide written assurances about the meaning of a contractual provision, wait until prior litigation has concluded, reverse its position, and then invoke res judicata to prevent any challenge.

This concern is not hypothetical — it arises whenever a party changes its interpretation of a contractual obligation after prior litigation has concluded. It is precisely the situation presented here. 3M provided a written assurance in 1998 that a confidentiality clause was mutual. Petitioner relied on that assurance for 25 years. In 2024, 3M reversed its position. The courts below held that claim preclusion barred any challenge — without addressing whether a post-litigation reversal of a prior written representation constitutes new conduct outside the scope of res judicata.

The Second Circuit itself has recognized that conduct occurring after prior litigation that independently supports a cause of action is not barred by res judicata. TechnoMarine SA v. Giftports, Inc., 758 F.3d 493, 499 (2d Cir. 2014). The Restatement (Second) of Judgments recognizes exceptions to claim preclusion where a party was unable to rely on a certain theory in the prior action. Restatement (Second) of Judgments § 26. But neither authority has been applied in a published decision to a post-litigation reversal of a prior written representation. This Court should resolve that gap.

III. THE DECISION BELOW EXCEEDS THE PROPER SCOPE OF CLAIM PRECLUSION

The practical consequence of the ruling below illustrates why a clear rule is needed. Petitioner could not have challenged 3M's 2024 interpretation in 2016 because that interpretation did not yet exist. Requiring a party to anticipate and challenge a position that has not yet been taken is not an application of res judicata — it exceeds the proper scope of claim preclusion. And it is a result that will recur in any case where a party's post-litigation reversal of position is treated as merely a new argument about old facts rather than new conduct giving rise to a new claim.

The courts need a rule that distinguishes between these two categories. This case presents the question in its most concrete form and is the right vehicle for this Court to provide that rule.

IV. THE DISTRICT COURT JUDGE'S OWN CHARACTERIZATIONS CONFIRM THE ARGUABLE BASIS OF PETITIONER'S CLAIMS

The district court judge characterized the settlement as potentially "unconscionable" and "illusory" after reviewing the evidence, including 3M's 2024 reversal. (Doc. 30, Tr. at 4, 37). These characterizations confirm that reasonable jurists could differ on this question. The Second Circuit's frivolousness standard refers to the ultimate merits of the case and requires great care before application. Tafari v. Hues, 473 F.3d 440, 443 (2d Cir. 2007). The panel's dismissal on claim preclusion grounds was not a merits determination. See Coppedge v. United States, 369 U.S. 438, 447 (1962).

V. THIS CASE PRESENTS AN OPPORTUNITY TO CLARIFY THE SCOPE OF RES JUDICATA

Lower courts have not consistently addressed when post-litigation conduct overcomes res judicata. Some courts hold that conduct unknown despite due diligence creates an exception. Others hold that all claims based on a settlement agreement must be raised immediately, regardless of what the parties later reveal about their interpretation.

This case presents the question in its most concrete and recurring form: a party's post-litigation reversal of its own prior written representations. Not a new legal theory applied to old facts. A direct contradiction of a prior written assurance that did not occur until years after the prior litigation ended. This Court's review would establish when such post-litigation reversals overcome claim preclusion and provide consistent guidance to the federal courts.

VI. THE FORM OF THE DECISION BELOW DOES NOT DIMINISH THE IMPORTANCE OF THE QUESTION

The court of appeals resolved this case by summary order — a choice over which Petitioner had no control. The March 30, 2026 denials of both the motion to amend and the petition for panel rehearing consisted of a single sentence each, with no analysis or reasoning provided. The absence of reasoning in those orders does not diminish the importance of the question presented. It reinforces it. The Second Circuit dismissed as frivolous a question that counsel experienced in Supreme Court practice has identified as an unresolved issue of federal law — without engaging it on the merits at any stage of the proceedings.

The question presented does not turn on the form of the decision below. It concerns whether claim preclusion permits a party to avoid challenge by adopting a materially different interpretation of a prior contractual representation after earlier litigation has concluded. That is a recurring question of federal law affecting litigants who rely on written assurances later reversed, and it warrants this Court's review regardless of how the court below chose to express its ruling.

This case is an appropriate vehicle for resolving that question because the issue was dispositive below and was addressed without analysis at any stage of the proceedings.

CONCLUSION

The lower courts lack a consistent framework for determining whether claim preclusion bars a challenge to conduct — specifically, a post-litigation reversal of a prior written representation — that did not exist at the time of prior litigation. That gap in the law affects litigants across the federal courts and warrants this Court's review.

Requiring a party to challenge in prior litigation a position that had not yet been taken is a temporal impossibility. It is not what res judicata was designed to do. Absent this Court's review, the uncertainty will persist.

For these reasons, the petition for a writ of certiorari should be granted.

Respectfully submitted,

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Dated: April 21, 2026