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6

7 **SUPERIOR COURT OF CALIFORNIA, SANTA CLARA COUNTY**
8

9 Jay Blas Jacob Cabrera) Case No. : 113CV245239
10 Plaintiff)
11 vs.)
12) AMENDED COMPLAINT
13 Santa Clara County Registrar of Voters)
14 Santa Clara County Board of Registrar) ELECTION CODE
15 Santa Clara County Board of Supervisors)
16 Santa Clara County)
17 Defendants)
18 _____)

19
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1 **COMPLAINT INTRODUCTION**

2 1. Plaintiff Jay Blas Jacob Cabrera (hereinafter “Plaintiff”), makes the following
3 allegations against the following Defendants; Santa Clara County Registrar of Voters
4 and Santa Clara County Board of Registrar (hereinafter “Defendant”); and including
5 Santa Clara County Board of Supervisors and Santa Clara County (altogether
6 hereinafter “Defendants”).

7 **JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over all causes of action asserted herein pursuant to
9 the California Elections Code section 13309 (hereinafter “CEC sec 13309”) as the
10 election in question was carried out in California within Santa Clara County.

11 3. This Court has jurisdiction over all Defendants because all Defendants are within the
12 State of California.

13 4. This Court has jurisdiction over all Plaintiffs because all Plaintiffs reside within the
14 County of Santa Clara, California.

15 5. This Venue is proper because the causes of action stated herein arose within this
16 judicial district.

17 6. Furthermore, under the laws and regulations within the State of California in conduct
18 of legally filing a court complaint against a government agency, all proper procedures
19 have been followed to filing pertinent government claims with said Defendants, all of
20 which were rejected by the Santa Clara County Board of Supervisors.

21 **PARTIES**

22 7. Plaintiff, Jay Blas Jacob Cabrera (“Plaintiff”) is an individual who resides in the
23 County of Santa Clara, State of California.

24 8. Defendant Santa Clara County Registrar of Voters and Defendant Santa Clara
25 County Board of Registrar (“Defendant”), are responsible for conducting the Santa
26 Clara County Elections procedures, and reports to and is overseen by Santa Clara
27 County and the Santa Clara County Board of Supervisors, which is legally
28

1 responsible for the execution of the laws of California within the County of Santa
2 Clara.

3 **FACTUAL ALLEGATIONS**

4 9. Before 2012 the Plaintiff had run for public office two addition times in two
5 separate counties, where he had the opportunity to have his candidate statement
6 published in the voter guide. In Santa Cruz County in the 2008 general election he had
7 his statement published with no charge. In San Francisco County in 2011 while
8 engaging in an election campaign, the Plaintiff learned of the county policy that no
9 candidate, regardless of weather the candidate is wealthy or indigent, does not have to
10 pay anything to have their candidate statement printed in the voter guide. The Plaintiff
11 was expecting a similar situation in Santa Clara.

12 10. On or around January 30th, 2012 Plaintiff filed to run as a Candidate in the
13 19th Congressional District with the Defendant, County of Santa Clara Board of
14 Registrar.
15 Plaintiff requested to file Candidate Statement as an indigent, and was refused.
16 Defendant stated that there was no such thing and that no Candidate Statement could
17 be filed without full upfront payment. Plaintiff had to call the Secretary of State, and get
18 a forced intervention to ensure CEC sec 13309 was upheld and offered as part of the
19 conduct of the Elections in Santa Clara County. Defendant was finally given the
20 application to fill out to be considered indigent under the CEC sec 13309, which
21 consisted of detailed information on bank account holdings, taxes and income
22 statements. Plaintiff turned in application to be considered indigent under CEC sec
23 13309 and have the candidate statement published as part of the official government
24 election guide.

25 11. March 2nd, 2012 Defendant certified Plaintiff as an indigent candidate under
26 CEC sec 13309, which allowed the Plaintiff to sign necessary paperwork to file their
27 Candidate Statement, without upfront costs. Plaintiff knew that there would be an
28 “actual pro rata share” cost that Plaintiff would still be responsible for after the election.

1 Plaintiff expected that the “actual pro rata share” would be a reasonable amount in
2 connection with his official status as an indignant candidate, reflecting his income and
3 bank holdings, as was a detailed requirement to be declared indigent in the first place.
4 Additionally the CEC sec 13309 and the Defendant implied that my cost would be
5 bellow what wealthy candidates pay, and so Plaintiff went forward with filing Candidate
6 Statement, expecting a fair and justifiable fee, even though there was no upfront
7 knowledge of what the actual said cost of the Candidate Statement would be, only that
8 the total upfront cost for non-indigents was \$8,000.

9 12. June 5th, 2012 California Primary Elections were Held and Completed.

10 13. On or around September 5th, 2012 Plaintiff received Invoice/bill from the
11 Defendant stating that \$5,596 was due in full for the Candidate Statement, with no
12 information or options for a payment plan, and this invoice/bill did not reflect the
13 Plaintiffs income or bank holdings. Minimal information was given with the invoice/bill,
14 and the Defendant did not clarify the costs or procedure for accounting, and no
15 information was given justifying the high cost being billed to an official indigent
16 candidate. Plaintiff wrote a sincere letter to the Defendant requesting meaningful
17 dialogue and a reduction in the total amount due in full, \$5,596, because there was no
18 way he could pay that amount for the candidate statement. Plaintiff requested at this
19 time a maximum payments of \$3,192, which would result in a \$2,404 reduction in
20 payment, although he also requested larger reductions for a multitude of reasons,
21 primarily being inability to pay.

22 14. On or around October 8th, 2012, Defendant wrote back to Plaintiff, with no
23 meaningful dialogue or willingness to discuss or communicate about the issue. In the
24 letter the Defendant denied any reduction in total amount due, denied any payment plan
25 option, and stated that they will be forwarding the bill to government collections, Santa
26 Clara County Board of Revenue (hereinafter “collections”), unless the bill is paid upfront
27 in full right away. The letter did say that collections would allow a payment plan, but
28 there were no details on what type of payment plan that would entail.

1 15. On or around November 9th, 2012, Plaintiff received the bill from collections,
2 which was due in full, with no information about any payment plan options.

3 16. On or around December 12th, 2012 Plaintiff Filed official government claims
4 with all defendants, after filing claims with defendants, Plaintiff got collections bill put on
5 hold until outcome of claims, and found out that the collections department did have an
6 option for payment plan, that was not part of previous invoices. Plaintiff decided to
7 postpone application of payment plan until after claims, and other options.

8 17. On or around February 10th, 2013, Plaintiff received rejection of government
9 claims from defendants, Santa Clara County.

10 18. On or around March 12th, 2013, the Plaintiff, before moving forward with the
11 payment plan option available through the collections department involving upwards of
12 5-10 years of on-going payments, the Plaintiff wrote a letter requesting detailed budgets
13 and income statements for the cost of publishing the voter guide. This was to be sure
14 the \$5,596 bill was justified and that there wasn't surplus funds in the budget itself. The
15 Defendant provided for the first time, the detailed information regarding the method that
16 the \$5,596 bill was created. Upon simple calculation the Plaintiff could determine that
17 for the districts provided, the Defendant was taking in a \$15,447 excess surplus which is
18 contrary to the California Elections Code section 13307. Plaintiff denied to start
19 payment plan.

20 19. On January 14th, 2014 the Defendants finally provided proof that at least for
21 the 19th district congressional election, that they refunded the incumbent wealthy
22 candidate a full \$2,404 making official candidate statement cost exactly \$5,596 for the
23 wealthy candidate, which is exactly the same as the Defendants fee. This means that
24 even after the Plaintiff was declared an official indigent candidate, he was given NO
25 relief in payment for his fee of the candidate statement and is being charged the exact
26 same cost as the wealthy incumbent candidate in this election. Thus all the Plaintiff
27 received for his public declaration of being indigent was a 3 month extension to make
28 the full payment, and no relief in relation to his ability to pay dew to his indigent status.

1 Therefore the Plaintiff is getting 0% discount on the candidate statement fee even after
2 being certified indigent. Additionally the Defendants stated that they would provide
3 proof of refunds within the other district elections, but this information has not been
4 provided to date, therefore the current calculated excess surplus is still \$13,042. Even
5 though we have not gotten proof of this surplus being refunded, for the purpose of this
6 complaint, we are assuming there is \$0 excess surplus, but if there is any excess
7 surplus, these would not be actual costs.

8 20. The court has granted the Plaintiff indigent status, and is getting a 100%
9 reduction in all court fees.

10 21. On or around December 2014, the Defendants told the Plaintiff on a phone
11 call that if he didn't settle right away that he would no longer be allowed to have access
12 to a payment plan. Additionally on or around January 2014, the Defendants stated in
13 an email that if the Plaintiff didn't settle right away they would seek "monetary
14 sanctions".

15

16

CAUSE OF ACTION

17 1. The United States Constitution Article I Sec II; sets the conditions on which
18 candidates can run for the House of Representatives. Age of at least 25 years, 7
19 years a US citizen, and that you reside within the state you are elected to. The
20 constitution does not state that there is any mandatory level of wealth, money or
21 costs to run for the House of Representatives for any government provided service
22 within an election. The purpose of an election is to create democracy and the Plaintiff
23 is arguing that democracy is not possible unless there is equality among how
24 candidates are treated regardless of money, finances, and wealth. The Plaintiffs goal
25 as a candidate was to run for office with no money, but that seemed to be impossible,
26 so the Plaintiff ran on a principle of spending as little money as possible only raising
27 enough funds to pay for the filing fee, with no expectation that he would have to pay
28 for a candidate statement, just like the previous elections he had participated within.

1 2. Pursuant to the CEC sec 13309, the Defendant was denied initial request from
2 Plaintiff to file the Candidate Statement without costs. Defendant did not offer option
3 to invoke CEC sec 13309 until after Plaintiff requested the Secretary of State to
4 intervene. Defendant did not have policies ready for CEC sec 13309, and made
5 policies as they went along from a document that had last been used in 2006. When
6 Plaintiff asked Defendant “Why there is no alternative to pay the candidate statement
7 fee?” the Defendant answered that the Plaintiff or any candidate did not have to file a
8 candidate statement in order to run for office. The Plaintiff does not accept that as
9 justified answer. Candidates already don’t have to run for office in the first place, but
10 if you are going to run for office, you want to get your name out to the public, and it is
11 one of the primary objectives within the candidate guide is to explain to new
12 candidates how to get your candidate statement in the official voter guide. It is not a
13 side option, it is a primary component of the election process. Legal President
14 explains very clearly that it is perfectly fine for the Defendants to charge wealthy
15 candidates a pro-rata share of their statement costs, but for indigent candidates there
16 is not a clear legal president on how much those costs should be, or how they should
17 differ from wealthy candidates in the context of ability of indigent candidates to pay.

18

19 3. CEC sec 13309 was created in the intention to allow indigent candidates to receive
20 the same access as affluent candidates to have their candidate statements printed in
21 the official voter guide. Although that was the reason behind CEC sec 13309, there is
22 less clarity on what that means in regardless of available funds and fees that
23 indigents receive. CEC sec 13309 has specific wording “the candidate shall
24 submit...a statement of financial worth”; “relating to the candidate's employer, income,
25 real estate holdings, tangible personal property, and financial obligations. ...federal
26 income tax report.” and it requires the candidate to certify under penalty of perjury
27 that the information submitted is correct. In other words, it is not a small process
28 before a candidate can be certified indigent. CEC sec 13309 subsection (f) has very

1 vague language, “actual pro rata share”, as to what a county can charge an indigent
2 after the election is complete. Because there is clausal focus on requiring an in-depth
3 application process to certify a candidate as an indigent, CEC sec 13309 directly
4 intends that the “actual pro rata share” be in alignment with their ability to pay in
5 regards to their income and bank holdings as intended, based on the process for
6 indigent certification. Additionally CEC sec 13309 and CEC section 13307 clearly
7 differentiate between wealthy candidates to pay upfront cost “will be charged” a “pro
8 rata share”, which is different from the “actual pro rata share” that indigent candidates
9 “may be charged”. CEC sec 13309 does not state that the Defendant or any county
10 elections board can charge indigents the same as non-indigents, or charge indigents
11 any amount they so choose. Based on the clear differentiation between wealthy
12 candidates paying their “pro rata share” with no qualifications to be declared an
13 indigent, and the “actual pro rata share” that indigent candidates “may be charged”
14 with a lengthy and detailed personal certification of being an indigent, we can
15 concluded that there is a difference in the fee between a wealthy candidate and an
16 indigent candidate. That difference would reflect a much more stringent justification
17 and understanding to calculating the “actual pro rata share” and costs of printing the
18 official voter guide in relation to the fee charged to an indigent based on their ability to
19 pay. At worst an “actual pro rata share” could mean a \$1 discount between the cost
20 of the indigent and wealthy candidates fees regardless of ability to pay. This would
21 disregard much of CEC sec 13309. At best this could mean that the “actual pro rata
22 share” must reflect the cost to add the indigent candidates statement to the guide, not
23 the total cost “pro rata share” that the wealthy candidates pay, while additionally
24 taking into account the indigent candidates ability to pay between election cycles (2
25 years), as opposed a 30 year fixed payment plan. In reality the fee should stand
26 somewhere in-between that the county determines in dialogue with the indigent
27 candidate. This fee should take into account ability to pay, and should reflect the
28 candidates official status as an indigent candidate. What should not occur is that the

1 indigent candidate pay the same amount as the wealthy candidate, especially if they
2 are unable to pay.

3 **SIMILAR CASES**

4 1. Although there are two similar cases involved in government fees of candidate
5 statements, both cases primarily argue that there should not be fees for filling to run for
6 office or fees for publishing candidate statements because of unconstitutional
7 arguments, which is very different than the current case. In the current case the
8 Plaintiff is not arguing that he should not have fees, but instead that he has been
9 charged excessive fees that have not been justified by the Defendants as appropriate to
10 a certified indigent candidate with no ability to pay. The Plaintiff is willing to pay as
11 much as he is able to, between \$1,000-\$2,000, and no more than \$3,000, which would
12 already be above and beyond his current ability to pay even within a payment plan that
13 reflects a reasonable amount of time for re-payment (example 2-years of monthly
14 payments). The law within Election Code Sections 13307-13309 clearly set a different
15 standard between wealthy and indigent candidates, and the Defendants are charging
16 the exact same fee to both wealthy and indigent candidates with no differentiation in
17 regards to their fees. The cases that have been ruled on previously do not state an
18 opinion in this regard.

19
20 2. Knoll v. Davidson (1974), 12 Cal.3d 335, and East Bay Municipal Utility Dist. v.
21 Appellate Department(1979), 23 Cal.3d 839, which involve different aspects of the same
22 case. In the case candidate Koll requested from the court the following items:

23 *“Petitioners prayed that this court: (1) issue a peremptory writ of mandate directing the*
24 *Registrar (a) to accept Zapata and Knoll's applications for declarations of candidacy and to*
25 *place their names on the ballot for the June 6, 1972, primary election without payment of the*
26 *prescribed filing fees; and (b) to include Zapata's and Knoll's statements of qualifications in the*
27 *voter's pamphlet without prepayment of their pro rata share of the printing and handling cost;*

1 and (2) "issue its declaration" that the Elections Code sections prescribing candidate filing fees
2 and prepayment of printing costs for statements of qualifications are unconstitutional."

3 The primary issue of this case is about the constitutionality of costs for
4 statements. Koll is not arguing that there were excessive fees given to an indigent
5 candidate. Furthermore within the subsequent case, the opinion clearly explains what
6 happened after the election:

7 "After the election EBMUD billed each candidate a pro rata share of expense for the
8 pamphlet. [foot note 1] Real parties refused to pay and EBMUD commenced the underlying
9 action. [foot note 2] Judgment was rendered for EBMUD in the amounts charged plus interest. "

10 Although this short explanation seems unrelated, the footnotes are the clarifying
11 detail that sets this opinion apart from the current case.

12 "[Foot Note 1] The pro rata charge was \$650 for each statement plus \$650 for each
13 language translation of the statement. The amount charged is not in issue." "[Foot Note 2] This
14 is not a case in which real parties seek to avoid payment of lawful obligations on grounds of
15 indigency or other inability to pay. None of real parties in interest (defendants in the underlying
16 action) claims they are without the financial means to pay their pro rata share of proper costs."

17 Although these cases do give constitutional backing for charging candidate
18 statement fees, and charging pro rata fees after elections, they do not set any precedent
19 on unjustified fees charged to indigent candidates not able to pay. In the current case
20 the amount charged to an indigent candidate is the issue, therefore the previous ruling
21 is not applicable.

22
23 3. N.A.A.C.P., LOS ANGELES BRANCH v. JONES (9th Cir. 1997) 131 F.3d 1317,
24 1325, which is a very broad case about public funding of elections. In this case the
25 Plaintiff asked the court for the following items:

26 "Plaintiffs seek declaratory and injunctive relief, claiming that the "wealth primary"
27 system violates their rights under the First Amendment and the Equal Protection Clause. They
claim that for every candidate to have the opportunity to run a meaningful campaign, the County

1 *must include the candidate's statement in the Sample Ballot for free and allot an amount of*
2 *money to the candidate that would allow him to run a meaningful campaign.²*

3 This case was about providing candidates with direct funds to run a “meaningful”
4 campaign because otherwise it would be unconstitutional. This case was not about
5 justifying ballot statement fees for a certified indigent candidate. The court ruled that
6 fees were indeed constitutional. In the Footnotes the court further clarified differences
7 between this case.

8 *“[Foot Note 1.] The portion of the statute authorizing the County to require indigent*
9 *candidates to reimburse printing costs after the election is not challenged in this suit, as*
10 *plaintiffs specifically categorize themselves as neither indigent nor wealthy. We therefore issue*
11 *no opinion as to the validity of the cost reimbursement system as it applies to indigent*
12 *candidates.”*

13 In the present case the Plaintiff is specifically questioning the validity of the cost
14 reimbursement system as it applies to indigent candidates, and their ability to pay.
15 Therefore both of these cases, although similar in context, are not applicable in their
16 rulings to the present case.

17 **LEGISLATIVE INTENTION AND BACKGROUND**

18 1. This law, CEC sec 13309, was created in much the same form that it is in
19 today, and clearly laid out a detailed and delicate process of indigent certification that
20 obviously recognizes ability to pay of an indigent candidate as core issue within the
21 intention of creating this section in the first place. From the beginning it also made clear
22 the Indigent Candidate could still be billed, but the core interpretation would imply that
23 the bill should reflect actual additional costs to add the indigent candidate into the guide,
24 not the full costs, and the indigent candidates ability to pay. This justifies having the
25 indigent candidate pay a fair cost, less than what a wealthy candidate would pay on a
26 sliding scale, based on ability to pay by the indigent candidate. Additionally this would
27 also leave the clear option that if the indigent candidate was unable to pay any amount,
28

1 that the candidate statement fee would be \$0 for a specific instance. The Plaintiff is not
2 arguing that he should pay \$0, but instead a fair cost based on his ability to pay, which
3 would be around \$1,000-\$2,000.
4

5 2. This law started as section 10012.3, and added to the California Elections
6 Code in 1987, c. 859. It was difficult to find any information on the bill that created this
7 amendment, but the law speaks for itself as it was not created to simply allow indigent
8 candidates to be charged the same as wealthy candidates, which is what the
9 Defendants argue. If the intention of creating this legislation was to simply have
10 indigent candidates pay the same as wealthy candidates, it would have been
11 an irrelevant piece of legislation, and would serve no essential functional purpose.
12

13 3. The law officially became section 13309 in 1994, c.920 as part of SB 1547,
14 which did a complete reorganization of the Elections Code, but as far as the Plaintiff can
15 tell, there was little changed or amended to the section itself.
16

17 4. The first amendment was in 2009 as part of AB 1572, and constituted a minor
18 change as to where and how candidates would be refunded, billed or charged for the
19 "pro rata costs" of candidate statements after the elections. The amendment changed
20 the wording to the "local agency" in almost all aspects of sections 13307-13309, except
21 in connection to billing "actual pro rata share" to indigent candidates which stayed as
22 "elections official". Very little is done within government election code amendments
23 without intention, and the Plaintiff believes the intention of this action was clearly to
24 ensure that indigent candidates would be treated fairly by elections officials, and to force
25 elections officials to take all responsibility for the certification, fees, and collections of
26 indigent candidates so that a clear and connected understanding was made of their
27 deficiency status at all times of the process.
28

1 Further clarification on the intention of this law comes from the Official Bill
2 Analysis for AB 1572 at the May 5, 2009 Hearing of the Assembly Committee on
3 Elections and Redistricting. On Page 4 of the Official Bill Analysis it states:

4 *"However, while the local agency is responsible for providing the estimated costs of the*
5 *candidate statement, the Elections Code requires the elections official, and not the local agency,*
6 *to attempt to collect any balance that is owed by candidates as a result of an estimate that was*
7 *below the actual costs of the candidate statements."*

8 Therefore only the Elections Official, in this case the Santa Clara County Board
9 of Registrar, and the Registrar of Voters, can conduct collections for bills dew from
10 indigent candidates, and not any other local county agency department.

11
12 5. In 2012 at the time of the elections and fees involved in this case, the Election
13 Code section 13309 involved with this case was written as:

14 *"a)Notwithstanding Section 13307, if a candidate alleges to be indigent and unable to*
15 *pay in advance the requisite fee for submitting a candidate statement, the candidate shall*
16 *submit to the local agency a statement of financial worth to be used in determining whether or*
17 *not he or she is eligible to submit a candidate statement without payment of the fee in advance.*

18 *(b)The statement of financial worth required by this section shall be submitted by the*
19 *candidate together with his or her candidate statement in accordance with the deadline*
20 *specified in Section 13307. The statement of financial worth form shall be furnished by the local*
21 *agency, and may include questions relating to the candidate's employer, income, real estate*
22 *holdings, tangible personal property, and financial obligations. The candidate shall certify the*
23 *content of the statement as to its truth and correctness under penalty of perjury. The candidate*

24 *(c)Upon receipt of a statement of financial worth, a determination shall be made by the*
25 *local agency of whether or not the candidate is indigent. The local agency shall notify the*
26 *candidate of its findings.*

27 *(d)If it is determined that the candidate is not indigent, the candidate shall, within three*
28 *days of the notification, excluding Saturdays, Sundays, and state holidays, withdraw the*

1 *statement or pay the requisite fee. If the candidate fails to respond within the time prescribed,*
2 *the local agency shall not be obligated to print and mail the statement.*

3 *(e)If the local agency determines that the candidate is indigent, the local agency shall*
4 *print and mail the statement.*

5 *(f) Nothing in this section shall prohibit the elections official from billing the candidate his*
6 *or her actual pro rata share of the cost after the election.”*

7
8 6. The second amendment was in 2013 as part of AB 1417, and changed the
9 very thing that was kept the same in the previous amendment. This changed "elections
10 official" to "local agency" for billing indigent candidates. Within the Bill Analysis it was
11 stated that this change was not do to Assembly Members intentional changes, but
12 instead was a proposed change by an external non-profit organization called California
13 Association of Code Enforcement Officers (CACEO). It is the Plaintiffs believe that the
14 original Assembly Members who kept "elections official" did so on purpose, and that the
15 CACEO mistakenly thought that it was a simple mistake of the Assembly Members that
16 they left "elections official" when they changed all other instances to "local agency". It is
17 quite possible the Assembly Members will realize this and change it back according to
18 the original intention of the 2009 amendment. Either way this change happened in 2013
19 after the actions were taken in regards to this case, and therefore this amendment is not
20 applicable to this case.

21 What is applicable to this case is the Official Bill Analysis for c. 560 of AB 1417 at
22 the April 23rd, 2013 Hearing of the Assembly Committee on Elections and Redistricting.
23 At this hearing Assembly Members discussed the amendment as well as the general
24 purpose and intention of CEC sec 13309 and its application to indigent candidates.
25 Statements were made in regards to the purpose of the long existing law of CEC sec
26 13309 that were not pertinent to the 2013 amendment, and therefore are applicable to
27 this case. On Pages 4-5 the Official Bill Analysis states:

28

1 *"In 2009, a committee omnibus bill (AB 1572 (Elections & Redistricting Committee),*
2 *Chapter 547, Statutes of 2009) shifted the responsibility for billing candidates for*
3 *underpayments from the elections official to the local agency. However, that omnibus bill did not*
4 *make a corresponding change to Section 13309 of the Elections Code, which establishes a*
5 *procedure for indigent candidates to have statements printed free of charge. This bill makes that*
6 *corresponding change to Section 13309 of the Elections Code. This provision was requested by*
7 *the CACEO."*

8 It is clear why these Assembly Members are not concerned about whether or not
9 the "elections official" or the "local agency" are the ones to bill indigent candidates, as
10 they have stated that there should be no way for the elections official to overcharge an
11 indigent candidate in the first place. These Assembly Members believe that CEC sec
12 13309 "...establishes a procedure for indigent candidates to have statements printed
13 free of charge." The key words here are "free of charge". They did not say, free of
14 upfront costs, they did not say without deposit, they did not say to be billed later, they
15 said "free of charge". Everyone knows what "free of charge" means and it does not
16 mean being billed more than your annual salary. Does this mean that the legislative
17 intention of CEC sec 13309 is that indigent candidates never have to pay a statement
18 fee in every case? The Plaintiff doesn't believe so, instead the Plaintiff believes this
19 underlines the core intention of CEC sec 13309 which is ability to pay. If
20 an indigent candidate can prove that they have no ability to pay, even a penny, then yes
21 the legislative intention of CEC sec 13309 would allow that candidate to publish their
22 statement "free of charge".

23 This also goes along with California Election Code Section 13310 which states:
24 "This section shall become operative only if the United States Supreme Court or the
25 California Supreme Court rules that candidates (other than indigent candidates) may not
26 be required to pay for candidates' statements authorized pursuant to Section 13307." If
27 indigent candidates can publish their candidate statements "free of charge", then it
28 makes sense to include "(other than indigent candidates)", as section 13310 wouldn't be

1 applicable to them because if wealthy candidates weren't "required to pay for
2 candidates' statements", it would already not be applicable to indigents as they already
3 don't have to pay. The Defendants are arguing, according to this section, that since
4 indigent candidates are required to pay full cost, that according to section 13310,
5 indigent candidates would be required to continue to pay full cost, even when wealthy
6 candidates are "not required to pay".

7 There is just overwhelming understanding that the legislative intention of CEC
8 sec 13309 is not to charge indigent candidates the same as wealthy candidates.
9 Instead the Plaintiff could argue that the intention is that indigent candidates can publish
10 their statements "free of charge", but the Plaintiff does not believe that is the core
11 intention either. Instead the Plaintiff is arguing that the fundamental core legislative
12 intention of CEC sec 13309 is that an indigents "actual pro rata share" is not the "pro
13 rata share" that wealthy candidates pay, but instead the actual additional cost an
14 indigent is charged to add their candidate statement to the guide, and equally important
15 is an indigent candidates ability to pay. The focus on CEC sec 13309 is the certification
16 of an indigent, and the focus of that certification is on their financial deficiency, and
17 therefore their fee can easily be based on the certification of their indigent status, which
18 is their ability to pay.

19

20

INJURY & RELIEF

21 1. Although the Defendants did not engage in fraudulent activity as there was no
22 malicious intention, they did conduct actions of misrepresentation of the options
23 available to the Plaintiff at the time of candidate statement submission, which later
24 caused damages. The Defendants explanation of the CEC sec 13309 before the
25 Plaintiff agreed to publish his candidate statement lead the Plaintiff to believe that he
26 was in fact going to get a substantial discount off the cost of the candidate statement
27 from what a wealthy candidate would pay. This was in the form of telling the
28 candidate that he would only pay an "actual pro rata share" of the costs, which

1 implied to the Plaintiff that he would get a discount based on the detailed process of
2 certifying his indigent status. At no time did the Defendant say that the cost would be
3 exactly the same as the wealthy incumbent candidate, or that the Plaintiff would have
4 to pay that full cost, all at once, with no direct payment plan option, 3 months after the
5 election. Additionally the Defendant did not know the actual amount of the fee, and
6 therefore the Plaintiff did not know at the time how much he was actually signing up
7 to pay, only that it would be less than what everyone else was paying. Therefore
8 when the Defendants charged the Plaintiff a fee of the exact same amount as they
9 charged the wealthy incumbent candidate, \$5,596, their original explanation of my
10 options were a misrepresentation of what actually happened, and they gave no
11 options for dialogue and compromise to create a workable situation. If the Plaintiff
12 would have been given the full upfront information of what the Defendants were
13 actually going to do, and the exact full amount actually going to be billed, he would
14 have opted out of having his statement printed. Without that information at the time,
15 the misrepresentation of the options lead the Plaintiff to believe that he would pay a
16 fraction of the costs that wealthy candidates pay, based on his ability to pay as was
17 determined though the detailed process of being declared an indigent. At the time the
18 Plaintiff estimated this to be somewhere in the range of a \$1,000-\$2,000 fee. This
19 misrepresentation caused a variety of emotional damages related to financial ruin, as
20 the bill was more than the income of the Plaintiff in 2012, when the Plaintiff received
21 this bill, which was the same charged to the wealthy incumbent candidate, with no
22 options to dialogue or work out a compromise or upfront payment plan that would
23 suite both parties involved without having to get external involvement. The plaintiff
24 asks for monetary relief from these damages.

25
26 2. After the plaintiff received the initial bill, and wrote a sincere letter asking for dialogue
27 and compromise, the Defendant wrote back (dated October 8th, 2012) saying they
28 were not open to dialogue or compromise and that the bill was dew in full right away

1 or it would sent to collections imminently. "When someone can not pay in full, our
2 office forwards the account to the Santa Clara County Department of Revenue
3 (DOR)...". Although they had a reasonable intention of allowing me to set up
4 payments through the DOR, the CEC sec 13309 (f) in 2012 states that only the
5 election official can bill a candidate after the election. The Official Bill Analysis on AB
6 1572 further clarifies this matter; "...the Elections Code requires the elections official,
7 and not the local agency, to attempt to collect any balance that is owed by
8 candidates...". Therefore the Defendants policy of forwarding the bill of an indigent
9 candidate to the local agency collections department, being the DOR, is against the
10 procedures of the 2012 CEC sec 13309 (f). The Defendant had the ability to
11 communicate directly with the Plaintiff to set up their own payment system, and
12 choose not to, knowingly or unknowingly, against official procedures. This would
13 have at least kept the responsibility of the indigent declaration, and the responsibility
14 of collecting payments above and beyond the indigents ability to pay, within the same
15 party, forcing them to consider the actual affect of their actions. As soon as the DOR
16 collections department became involved, against the procedures set up within the
17 election code, all Defendants contributed to the escalation and notification
18 bombardment of forcing an indigent to pay the same as the wealthy incumbent
19 candidate, and beyond the indigents ability to pay at all. County Agency Collections
20 completely changes the situation and dramatically raises the distress and
21 overwhelming sense of financial ruin, as the Defendants now can garnish wages and
22 levy property of the Plaintiff and effect his credit and his long term ability to improve
23 his condition. The Plaintiff received a minimum of five collections notices from the
24 DOR, representing the Defendants. The Plaintiff never agreed to his bill being
25 transferred to collections. Each time a collections notice was received, the Plaintiff
26 had to re-live the grief and emotional strain of stress induced from potential financial
27 ruin, because of his inability to pay. The Plaintiff asks for relief dew to the damages
28 caused by each notice received. These notices were dated 11/7/12, 1/1/13, 4/7/13,

1 5/7/13, 5/28/13 as well as numerous other dates. By escalating collections to the
2 DOR agency level, against the procedures within the 2102 CEC sec 13309, the
3 Defendants exponentially increased the distress and damages onto the Plaintiff, and
4 continued to deny any relief of cost from being certified an indigent candidate.
5 Instead the Defendants continued to collect a fee charged to the Plaintiff, which was
6 the same as the wealthy incumbent candidate. The plaintiff requests monetary relief
7 from these damages, and a stop order on any collection attempts by the county
8 agency (Santa Clara County Department of Revenue).

9
10 3. Intentionally or not, the Defendants participated in actions that directly ignored the
11 Plaintiffs status as an indigent person, regardless of whether or not he was a
12 candidate. Once the Defendant certified the Plaintiff as an indigent, thereafter the
13 Defendants treated him the same as a wealthy candidate for all actions regarding
14 cost of fees, and treated him differently in regards to the additional and extra hoops
15 and roadblocks that wealthy candidates would never have to deal with. The primary
16 deficiency of an indigent is that they are poor and have little money, therefore the
17 most important issue needed to treat an indigent fairly is to have them pay less
18 money than a wealthy candidate. This is not a small issue, or to be ignored, as being
19 an indigent person is very difficult, and at least for the Plaintiff is embarrassing, and
20 shameful in this society. The Plaintiffs experience of going through the public indigent
21 classification process was humiliating, embarrassing, and took courage, but the
22 Plaintiff went through these pains with the understanding that it would lead to relief
23 and therefore would balance out the contrary experiences. By charging the Plaintiff
24 the same amount of money as the wealthy candidate, the Defendants treated the
25 Plaintiff as a wealthy candidate, and ignored the most important factor of someones
26 indigent status. In other situations of deficiency, if someone is certified blind, you
27 would never treat them like a person who can see, or they could get hurt. If someone
28 is in a wheelchair you would never force them go up stairs, and would have to build a

1 ramp, if you don't, it is considered disability discrimination. Even though the
2 Defendants declared the Plaintiff as an indigent, they never treated him as such for
3 the most important deficiency of an indigent, which is lack of money, not lack of time,
4 not lack of sight, but lack of money. In any context of not treating someone fairly and
5 considerately in regards to their official deficiency, it is considered prejudice, and in
6 this context of wealth and money it would be considered class discrimination. By not
7 treating the Plaintiff as an indigent in the context of fees owed, the Defendants have
8 discriminated against the Plaintiff in numerous occurrences including charging him
9 the same fee as the wealthy candidate and sending his bill to collections without any
10 dialogue or acknowledgement of his ability to pay. The Defendants gave the Plaintiff
11 a 0% discount on his bills in relation to the wealthy incumbent candidate. This court,
12 through a much less rigorous indigent application, certified the Plaintiffs status and
13 gave him a 100% discount on all fees and costs associated with this case. That is a
14 100% difference between the Defendants and this Court, and that is only one of many
15 examples where the Plaintiff is given fair treatment with his indigent status and not
16 being discriminated against. Weather or not there was intention, by making the
17 Plaintiff feel discriminated against, the Defendants are liable for this discrimination.
18 The Plaintiff requests monetary relief for these damages.

19 In addition to the above examples, the Defendants have continued to engage in
20 discriminatory behavior within the context of this case. For a wealthy or affluent
21 person their requests could have been seen as a simple ultimatum, but to an indigent
22 person in the situation like the Plaintiff, these requests are seen as life threatening
23 dew to financial ruin and become threats or extortions. On a phone call, the
24 Defendants Council stated that if the Plaintiff didn't dismiss the case right away, that
25 the Plaintiff would no longer have any payment plan options with the County and
26 would owe the entire bill in full. For a wealthy person this may not be a big deal, but
27 for an indigent like the Plaintiff, this is complete financial ruin and causes great
28 amounts of unnecessary grief and distress. The Plaintiff is not even sure if this is

1 legal to not allow an indigent to have a payment plan. Additionally if the Defendants
2 did this with full knowledge that the Plaintiff could never be able to make the payment
3 in full, it becomes a much more serious matter of discrimination. Additionally in an
4 official correspondence email from the Defendants to the plaintiff, the Defendants
5 stated "...the County requests that you dismiss the above-captioned action within 30
6 days of today's date. . .If you do not, the County will seek monetary sanctions against
7 you...". The Plaintiff understands that the Defendants can request monetary
8 sanctions from the Court at any time, and has no problem with that, it is between the
9 Court and the Defendants. Yet it is unacceptable for the Defendants to use the
10 Plaintiffs deficiency against him to coheres him into doing what they want. If the
11 Plaintiff was a wealthy person, this request would not be much of an issue at all, but
12 to an indigent being cohered to take action based on sanctions that could value
13 \$10,000's which the Plaintiff could not pay because of his indigent status, could be
14 considered a form of threat or extortion with exponentially more discriminatory
15 pressure on an indigent person than a wealthy person. These practices
16 dramatically increase the distress and mental anguish of the Plaintiff in his situation,
17 and add to his feeling of discrimination cause by being treated the same as a wealthy
18 person. The Plaintiff sincerely asks the Court to require the Defendants to keep their
19 ultimatums involving monetary sanctions only between the Court and themselves,
20 and to stop any further monetary ultimatums that cause further grief and emotional
21 distress and a feeling of being discriminated against because of his indigent status.
22 The Plaintiff believes that these actions add to the general class discrimination from
23 the Defendants. The plaintiff requests monetary relief from damages caused by his
24 feeling of being a recipient of class discrimination from the Defendants.

25

26 4. In addition to the Defendant misrepresenting the process that was occurring when
27 Plaintiff was signing up to publish his candidate statement in the publicly subsidized
28 voter guide, it is essential to go into detail into what actually occurred in the context of

1 the exchange of our contract. When two parties come together as the Defendant
2 and Plaintiff did, and agree to receive a service in exchange for a debt, it is a type of
3 loan. It doesn't matter weather you call it a fee, or a waived deposit, in the end what
4 actually happened is that the Plaintiff owed the Defendant a debt, and still does, and
5 regardless of weather or not the value of that debt was known at the time of the initial
6 loan, once that value was established, we now know that at the time of the
7 agreement, the Plaintiff entered a contract with the Defendant for a short term loan
8 with 0% interest for 3 months in the amount of \$5,596 dew in full after 3 months. The
9 Plaintiff had no idea that was what he had agreed to at the time of the agreement, but
10 regardless that is what transpired, and although the Plaintiff doesn't believe he ever
11 agreed to such an arraignment, for the purposes of evaluating this process in detail,
12 we can simply assume that the Plaintiff agreed to this short term loan at the time he
13 submitted his candidate statement for publication. Once the initial short term loan
14 was billed to the Plaintiff in full three months later, it was quickly forwarded, against
15 procedure, to collections by the Defendant. At this point the loan was altered slightly
16 allowing for some type of annuity payment plan that has still yet to be clarified or
17 understood by the Plaintiff. Lets just say for this example that the Plaintiff could
18 agree to alter the existing short term full bill payment \$5,596 loan, to instead pay
19 \$77.72 per month for 72 months, or 6 years. It is important to note that currently
20 \$77.72 per month is already a very high figure for the Plaintiff, and if he had started
21 that a year ago, he would already not be able to continue to pay that high of an
22 amount. So even if the Plaintiff did start this payment plan, there is no guarantee he
23 would be able to pay it off without having defaulted on payments, and most likely in
24 his current situation that is exactly what would happen. But for the purposes of this
25 example, lets just say that the Plaintiff thought that he would be able to start and
26 succeed in paying \$77.72 per month for 6 years (72 monthly payments) with 0%
27 interest on the total \$5,596 loan, as a starting point for this loan agreement that was
28 made in 2012. If this was indeed the agreement that was made, we can already see

1 the length and long term anguish that this loan puts on an indigent candidate, even if
2 he had understood and agreed in full to the entire structure of the loan agreement,
3 which of course we know that he hadn't at the time.

4 Now lets take this 6 year, \$5,596 loan to be paid over 72 monthly payments of
5 \$77.72 and put it into context. First of all the Plaintiff as an indigent candidate, had a
6 documented income for all of 2011 of \$2,779, less than half of the short term loan
7 amount that the Defendants agreed to loan to the Plaintiff, and the Defendants had
8 this information at the time the loan was agreed to. Second, the Plaintiff had a
9 documented income for all of 2012 of \$9,329, less than twice the amount of the short
10 term loan, and the Defendants had access to the Plaintiffs bank records at the time of
11 the agreement which reflected this small amount of money for living in the San
12 Francisco Bay Area which is quite expensive. Thirdly we can estimate for 2013, that
13 the Plaintiff had a total annual income of less than \$15,000, which is still only less
14 than three times the short term loan amount, and this doesn't even include the
15 liabilities of the Plaintiff including car and credit card payments that the Defendants
16 had access to. It is also applicable to note that the wealthy incumbent candidate is a
17 multi-millionaire who had over \$500,000 of campaign finances so their statement fee
18 didn't even come out of their personal income, unlike the Plaintiff who is personally
19 liable to pay these fees from his personal income, or even garnished wages.

20 Typically when considering a loan to an individual, you review their financial
21 records to confirm that the individual has the financial means to pay back the loan
22 before agreeing to it. Bank law actually makes this mandatory that you cannot make
23 a loan without first confirming that the individual will be able to pay back the loan with
24 the present information available, if a bank makes a loan to an individual that they
25 known will not be able to pay it back, it is a type of predatory lending. At all times in
26 this process the Defendants were in control, and had the full support of the law to
27 choose any amount they wanted to, nothing in the CEC sec 13309 forces them to
28 initiate a loan that is too high for the Plaintiff to pay back, which mean it was their

1 choice and there action that created this loan. At the time of the agreement, not only
2 did the Defendant not have sufficient information to have any presumption that the
3 Plaintiff could pay back the loan, they did quite the opposite, they certified the Plaintiff
4 as an indigent candidate. They officially acknowledged that there would be no way at
5 all that the Plaintiff could pay back this loan without his present circumstances
6 dramatically improving. This is of course assuming that the Plaintiff had full upfront
7 information about the loan and agreement he was making, which is not the case.
8 Even if the Plaintiff did have the details of the loan agreement upfront, and had
9 agreed to them, at best the Defendants have engaged in negligent lending by
10 allowing a loan to go forward without ensuring that the Plaintiff would have a high
11 probability of paying it back. If the Defendants did this knowing that the Plaintiff
12 would not be able to pay the loan back, and deliberately and intentionally continued
13 to push this loan, at worst the Defendants may have engaged in a type of predatory
14 lending. Even if the Defendants did this unknowingly or by mistake, it is still negligent
15 and has caused damages to the Plaintiff in the form of emotional distress dew to
16 perceived financial ruin, and the emotional humiliation of feeling duped and trapped.
17 The plaintiff would never have agreed to publish his candidate statement if he knew
18 and understood the loan terms that he was agreeing to. The plaintiff requests for
19 monetary relief from these damages.

20

21 5. The Defendants need to prove that only actual costs are being calculated into the
22 pro rata share for the candidate guide. It states very clearly in California Election
23 Code section 13307 that the Defendants “shall prorate the excess amount among the
24 candidates and refund the excess amount paid within 30 days of the election.” This
25 means that refunds and pro rata shares are determined not on a per election basis,
26 but directly on “the excess amount” of the full voter guide itself. The Defendants
27 argue that each individual district election is a separate independent guide when
28 calculating the actual pro rata share, this is not the case. The law clearly states that

1 the guide as a whole must be integrated, and there is only one single “excess
2 amount” for the guide, even if multiple versions are printed. If there is excess then it
3 is a single sum that must be prorated amongst the other candidates by refunding their
4 deposits the correct amount. When calculating the actual pro rata share, it does not
5 matter if surplus is coming from within the 19th district election, or any election
6 statement line item from any part of the guide. If the defendants cannot prove that
7 these deposits have been refunded for every single district election within the guide,
8 then there is a excess surplus, and that surplus is not an actual cost of the guide, and
9 the Plaintiff does not have to pay if an excess surplus exists that surpasses the value
10 of the Plaintiffs bill. It does not matter that that excess is created within a separate
11 election, because all the candidate statements from all the elections are part of a
12 single budget within a single voter guide according to the law. There can be no
13 surplus within the entire guide, not just a single budgetary election line item.

14 For the election districts that the Defendants provided information on, the Plaintiff
15 can prove that the Defendant had a minimum total revenue of \$115,800. For these
16 same districts, the Plaintiff can prove that the Defendants calculated the total cost of
17 the guide to be \$100,356. The Defendants have offered proof of reimbursement only
18 to the wealthy incumbent candidate in the 19th Congressional election in the amount
19 of \$2,404. Therefore the total excess surplus still unaccounted for is \$13,042, that is
20 a lot of unaccounted money. Although we could extrapolate that the Defendants may
21 have refunded all of the other candidates that were part of the guide, it is their legal
22 obligation to follow the law of the election code and provide a transparent and clear
23 accounting for the voter guide, regardless of weather there is an excess surplus, a
24 loss or not. Additionally to this, the Defendants still have not provided the budgets for
25 income and expenditures for the rest of the guide including local and judicial
26 elections. The must also be accounted for to prove that there was no excess surplus.
27 Again the law states that the pro rata share is not calculated per election, but
28 calculated from the total budget of the guide itself. Therefore if the Defendants

1 cannot prove that there was less surplus than \$5,596, then even if they wanted to
2 charge the Plaintiff that amount, they could not legally do so, as their bill would not be
3 “actual” costs according to the law, as the Plaintiff would be paying into an excess
4 surplus, not actual costs to produce the guide. Even if there was only \$100 of excess
5 surplus, the Plaintiff, being a indigent candidate, can still legally have that \$100 of
6 excess surplus taken off his bill, as he legally cannot pay for excess surplus. The fact
7 that the Defendants have not clearly and transparently proven that there is no excess
8 surplus even though the law states that they must, is a disrespect on the entire
9 electorate, as these income and expenditure reports must be easily accessible and
10 transparent to the public. It is not enough for the Defendant to say that there is no
11 surplus to the production of the voter guide, they actually have to prove it. The
12 Plaintiff requests the court to require the Defendants to not just say there is no excess
13 surplus for the full entire voter guide, but to actually prove it with detailed line item
14 incomes and expenditures for each and every district election that was part of the
15 guide, according to the law that states that there is a single guide and a single excess
16 amount to be pro rated. The Plaintiff further requests to the court that if there is any
17 amount of unprovable expenditures to account for the guides income, then those
18 expenditures be considered excess surplus regardless of weather the Defendants
19 say there was no surplus, and that the excess surplus is required to be subtracted
20 from the Plaintiffs bill that the Defendants are charging.

21
22 6. Even if the Defendants did prove that there was no excess surplus, the next
23 question would be how much money would the Plaintiff had been charged for his
24 candidate statement if he had received a fair and justified cost based on the “actual
25 pro rata share” of costs to add his statement to the guide, and his ability to pay those
26 costs. The Plaintiff believes the intention of the Election Code is that all wealthy
27 candidates are charged a “pro rata share” and only when indicating the cost of the
28 indigent candidate does the election code say “actual pro rata share”. The Plaintiff

1 believes the definition of the “actual pro rata share” based on the legislative intention,
2 is a much more detailed and rigorous justification, and it is not just the total cost of the
3 “pro rata share” that wealthy candidates pay, but instead the “actual pro rata share” is
4 the actual cost to add the indigent statement to the subsidized public voter guide.

5 Assuming there is no excess surplus from collecting fees from the guide, which
6 the Defendants have still not proven, the first question would be how to determine the
7 cost to add the Plaintiffs statement to the guide. Determining the cost requires
8 understanding the cost, and the Plaintiff argues that it is essential to have a higher
9 level of justification for charging fees to an indigent candidate than to a wealthy
10 candidate. Currently the Defendant has not provided adequate documentation on
11 understanding the actual costs in detail. Even for one year the suggested costs are
12 very confusing and don’t make sense.. When you compare to past years, the
13 budgets make even less sense and there seems to be no continuity of costs. Even if
14 we knew what Typeset costs or Handling costs were, every election there is a
15 different cost for them, along with different costs for translation and even the cost of
16 printing each page. For example the total cost in for the June 5th, 2012 19th
17 congressional district primary was \$11,192 (\$5,596 each candidate), but for the
18 November 6th, 2012 general election for the same district was \$8,989 (\$4,494.50
19 each candidate). Why do candidates, indigent or not, pay \$1,000 less for the general
20 election guide which is much more important? There are just too many irregularities
21 and inconsistencies in the budgets, with very little clarification on what you are
22 actually paying for.

23 Although the Plaintiff would be willing to pay a fair amount based on actual
24 pro rata share costs, it doesn’t seem possible with the information that the Defendant
25 has provided to understand or justify the values to a level of certainty that needs to be
26 required for indigent candidates. An easier way, according to the understanding and
27 interpretation of the law by active California Assembly Members within the Committee
28 on Elections and Redistricting, incumbent candidates can have their statement

1 published "free of charge". The Plaintiff acknowledges that \$0 is a perfectly legal,
2 reasonable and acceptable amount for the Court to decide that the Plaintiff should
3 have to pay. Yet in the context of fairness, the Plaintiff believes that the foundational
4 core intention of CEC sec 13309 is an indigent candidates ability to pay based on
5 their financial worth and indigent status. A fair way to calculate this is to take the
6 monthly amount the indigent is able to pay, and multiply that by 2 years (one election
7 cycle). Under the circumstances the Plaintiff would calculate that the maximum
8 amount that he could pay in monthly payments with a low probability of defaulting
9 (less than 20% chance of default) would be to pay \$50 per month, times 24 months
10 which would equal \$1,200. Therefore the Plaintiff, as an official indigent candidate,
11 requests that the court reduce his fee to publish his candidate statement to \$1,200.

12 7. During this case, the Plaintiff did not have the luxury of affording an attorney to
13 represent him. Therefore he had to do all the work to research, write and file all his
14 own documents. This took 100's of hours that could have been spent working,
15 finding a job, or making money through a variety of means. Additionally the emotional
16 stress and turmoil also contributed to his not being able to perform his work duties
17 well, and has added to his decline of financial security. The Plaintiff would like to be
18 monetarily compensated for this time, and resulting damages.

19
20 8. Lastly Plaintiff seeks attorney fees, claim costs, court costs, and for such further relief
21 as the court may deem proper.
22

23
24 DATED: January 24th, 2013

RESPECTFULLY SUBMITTED,

25 By: _____

26 Jay Blas Jacob Cabrera

27 Plaintiff in Pro Persona
28