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5 In Pro Persona  
6

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

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

20  
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**COMPLAINT INTRODUCTION**

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

**JURISDICTION AND VENUE**

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

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

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

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

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

**PARTIES**

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

8. Defendant Santa Clara County Registrar of Voters and Defendant Santa Clara County Board of Registrar (“Defendant”), are responsible for conducting the Santa Clara County Elections procedures, and reports to and is overseen by Santa Clara

1 County and the Santa Clara County Board of Supervisors, which is legally  
2 responsible for the execution of the laws of California within the County of Santa  
3 Clara.

4 **COMPLAINT SUMMARY**

5 In summary the Plaintiff is arguing that after the Defendants certified the Plaintiff  
6 Indigent, they ignored his indigent status and use Election Code Section 13307 as  
7 justification for their actions, which gives them the ability to require payment only from  
8 rich and financially secure candidates. Yet the election code statue Section 13309  
9 clearly states that only Section 13309 is applicable to indigent candidate payments for  
10 candidate statements, and the Defendants do not have the right to ignore the  
11 Defendants indigent status and follow Section 13307. When Section 13307 is not  
12 applied to the Plaintiff, there is only a single sentence within Section 13309 that the  
13 Defendants are using to justify their actions to not only “bill” the Plaintiff, but also  
14 requiring payment, demanding payment, unlawfully sending the bill to Collections,  
15 engaged in excessive collections activities, engaged in collections harassment, and  
16 pressuring the Plaintiff to sign a lean on his property. This single sentence of section  
17 13309 can not justify the 10’s of actions the Defendants have taken against the Plaintiff,  
18 and this sentence additionally is the only one involved in an amendment which changed  
19 its meaning. The Defendants limited clarifications and justifications for their actions  
20 create confusion and ambiguity in relation to the variety of aspects of the statue that  
21 they are following, and the vast array of actions that they say they can take based on  
22 the limited actions outlined in the statue. The Plaintiff requests to the Court to end the  
23 on-going financial harassment and indigent socio-economic discrimination by the  
24 Defendants against the certified indigent Plaintiff, and require the Defendants to follow  
25 Section 13309 as was intended to be followed in regards to certified indigent  
26 candidates.

1                    **PLEAD TO THE COURT: ONLY SECTION 13309 IS APPLICABLE**

2                    The Plaintiff Pleads to the Court that only Section 13309 is applicable to Indigent  
3 Candidate payments, and is the only section applicable to this case. The first three  
4 words in Section 13309 are “Notwithstanding Section 13307”. This means that  
5 regardless of what Section 13307 says, Section 13309 is not affected by it, and the  
6 processes taken for indigent candidates are only listed in section 13309. The only part  
7 of Section 13309 that does apply to section 13307 is the date in which the materials are  
8 due during the election process, but that is not applicable to this case.

9                    In addition to the Election Code itself separating the applicability of Section  
10 13309 from section 13307, there are also two previous court cases involving Section  
11 13307 that clearly separated themselves from section 13309. The most recent was in  
12 N.A.A.C.P., LOS ANGELES BRANCH v. JONES (9th Cir. 1997) 131 F.3d 1317, 1325  
13 where the judge ruled that, “*We therefore issue no opinion as to the validity of the cost*  
14 *reimbursement system as it applies to indigent candidates.*” In the other case, Knoll v.  
15 Davidson (1974), 12 Cal.3d 335, and East Bay Municipal Utility Dist. v. Appellate  
16 Department(1979), 23 Cal.3d 839, the ruling stated clearly that “*This is not a case in which*  
17 *real parties seek to avoid payment of lawful obligations on grounds of indigency or other inability*  
18 *to pay.*”

19                    Besides the statute itself, and the court cases differentiating section 13309 from Section  
20 13307, there is also clear language within the legislative history of section 13309 that clearly  
21 differentiate it from the processes and costs associated with rich and financially secure  
22 candidates, with Bill Analysis stating that indigent candidates can get their statements published  
23 “free of cost.”. Lastly there is also basic common sense, that if an indigent candidate is treated  
24 under the law as rich and financially secure candidate, using Section 13307 as the applicable  
25 law, the Plaintiff obviously would have no case. But the fact is that the Plaintiff is not a  
26 financially secure candidate, and has been certified indigent ,and therefore only section 13309  
27 applies to his situation and this case. The Plaintiff pleads to the Court that only section 13309 is  
28 applicable to this case, as it pertains to payments regarding indigent candidates.

1                    **PLEAD TO THE COURT: ONLY THE 2012 STATUE IS APPLICABLE**

2                    In 2013, the California Legislature amended section 13309 and therefore the  
3                    current election code statue is not the applicable statue in regards to this case. The  
4                    Plaintiff pleads to the Court to only apply the Election code as was in effect at the time  
5                    of the election. Instead of “local agency”, which is what was used in the current law, the  
6                    2012 law stated “elections official”. This means that in 2012 only the elections official  
7                    was allowed to “bill”, and only “bill”, an indigent candidate. The Defendants did not  
8                    follow the law as was required when they sent the Plaintiffs bill to the local collections  
9                    agency.

10                   **PLEAD TO THE COURT: THE DEFENDANTS JUSTIFICATIONS ARE AMBIGUOUS**

11                   In regards to this case, the Plaintiff pleads to the Court to recognize the  
12                   ambiguity of the law regarding the Defendants reasoning and justification for charging  
13                   indigent candidates the same as rich candidates for their statements. Because only  
14                   Section 13309 as applicable in this case, it becomes obviously clear that the  
15                   Defendants are creating a redundantly confusing and ambiguous situation in regards to  
16                   their biased and confusing interpretation of the stature. The first 28 lines of Section  
17                   13309 describe in detail the processes for certifying an indigent candidate and  
18                   publishing their statement without cost. This leaves just a single sentence of Section  
19                   13309 that describes the very limited actions the County can take when choosing to  
20                   optionally send a “bill” to an indigent candidate. Instead of the Defendants simply  
21                   following Section 13309 they interconnect various aspects of different statues and  
22                   sections of the elections code that do not apply to indigent candidates, creating a hodge  
23                   podge of confusion and ambiguity to even understand which section they are using to  
24                   justify the almost dozen different actions that they interpreted from the limited scope of  
25                   the election code. This confusions includes weather they were just billing the Plaintiff,  
26                   or they were requiring payment, weather they were demanding payment, or forcing a  
27                   lean on property with no clarification or justification as to how, or which part of the  
28                   election code gives them permission to do this. They also haven’t explained which part

1 of the election code allows them to personally require payment from the Plaintiff when  
2 other candidates pay with their candidate committees.

3 The single sentence of Section 13309 that allows the Defendant to “bill” and only  
4 “bill”, also happens to be the only part of the elections code, dealing with candidate  
5 statements, that was amended in 2013. The Defendants have confusingly gone back  
6 and forth on which years version of the election code they are using in justifying their  
7 actions using different quotes and saying different examples at different times.  
8 Additionally even when they do say they were following the 2012 statute, their actions  
9 show differently, and they don’t have understanding or clear differences in the way they  
10 would carry out the policies between the different years, to ensure that the candidates  
11 bill is not handed over to the local collections agency as is forbidden in the 2012  
12 statute. There is no way for the Plaintiff to even begin to understand the justification for  
13 the Defendants actions when they can’t even explain which codes from which years  
14 they were using, and what policies have changed between the years that effect their  
15 actions. They are interconnecting it all together and creating a confusing and  
16 ambiguous melting pot of policies, statutes, multiple year variations, and a variety of  
17 actions not connected to any specific line in the elections code, and with no clarification  
18 why they have chosen to use one section of the elections code form the other. The  
19 Plaintiff pleads to the Court to recognize the ambiguity of the law regarding the  
20 Defendants reasoning and justification.

21 In addition to ambiguity the Defendants have created regarding the stature, and  
22 which one was in effect at the time, there are three key phrases in the single sentence  
23 of section 13309 that further create ambiguity in the actions of the County to meet the  
24 public need for ensuring that indigent candidates are treated fairly according to the law.  
25 The three phrases in this sentence that need to be understood are “elections official  
26 from billing”, “candidate”, and “actual pro rata share”. Now we will cover each one  
27 individually in the next few paragraphs.

28 The term “elections official from billing” is stated in the 2012 version of the statue,

1 instead of “local agency from billing”, which would have given limited ability to the  
2 elections official to work with the local collections agency in “billing” the “candidate”.  
3 Instead, the 2012 elections code uses the term “elections official”. This clearly  
4 confines the legal ability for “billing” the “candidate”, within the Board of Registrar  
5 itself, and does not allow the Board of Registrar to relinquish responsibility for the bill  
6 by giving it up to the local collections agency. The Plaintiff pleads to the Court to  
7 recognize the meaning of “elections official from billing” in alignment with the explicit  
8 intended meaning published by the California Assembly Committee on Elections and  
9 Redistricting, as clarified in the Bill Analysis from AB 1572. On Page 4 of the Official  
10 Bill Analysis it states: “...the Elections Code requires the elections official, and not the local  
11 agency, to attempt to collect any balance that is owed by candidates as a result of an  
12 estimate that was below the actual costs of the candidate statements.” In addition to the  
13 obvious that only the elections official and not the local collections agency can be  
14 involved in collections, the clarification by Assembly Members also clearly clarifies  
15 that the County only has the ability to “attempt” collections, and not require payment.  
16 Additionally there is confusion created in the statement as to the “estimated cost vs.  
17 actual cost”, because for indigent candidates the estimated and initial billed cost is \$0  
18 at the time of the election, unlike the rich incumbent who paid \$8,000. Therefore the  
19 actual costs in relation to billing an indigent candidate after the election is relative to  
20 the original estimated cost of \$0. All of this points to the understanding that an  
21 indigent candidate is not required to pay the same cost as a rich financially secure  
22 candidate, and that only the elections official, not the local collection agency, can only  
23 “attempt” to collect, and does not have the option to require payment.

24 Therefore the Plaintiff pleads for the court to recognize that the meaning of  
25 “elections official from billing” clearly establishes that only the “elections official” has  
26 the limited option to “attempt” to collect payment through a simple billing process,  
27 and does not have the authority to send the bill to the local collections agency to  
28 require or demand payment.

1           The next term that needs clarification is “candidate”. First of all, we need to  
2 clarify that this mean indigent candidate, and not candidate in the context that this  
3 sentence is separate from the rest of Section 13309. Nothing in this sentence states  
4 that the sentence and meaning of “candidate” in this sentence can disregard the rest  
5 of the section that establishes official indigent status, and the detailed and lengthy  
6 process of doing so. Furthermore in relation to a rich and financially secure candidate,  
7 the established process for paying for candidate statements and all other campaign  
8 expenditures is through a candidate committee. All bills are paid through the  
9 candidate committee, and a individual person is not directly responsible for the  
10 finances within their committee, only the treasure of the candidate committee.  
11 Therefore there is a discrepancy in equality between a rich financially secure  
12 candidate, in this case the rich incumbent candidate, and a indigent candidate,  
13 because any subsequent bills would simply come out of the candidates election  
14 committee and not effect the rich individuals personal finances, yet if you are an  
15 indigent candidate, the bill is passed directly to the individual and effects his or her  
16 personal finances even though this is a public election bill that typically would be paid  
17 for by a candidate committee. Nowhere in Section 13309 does it clarify that the  
18 elections official can bypass an election committee and charge an individual indigent  
19 person directly from their personal finances when a rich candidate would simply pay  
20 the bill from their candidate committee. The Plaintiff pleads to the Court, that the  
21 primary billing of any elections bills, first and foremost goes to the candidate election  
22 committee, and if an indigent candidate does not have funds within their sponsoring  
23 committee, that there is no obligation for the individual person to pay such a bill, as it  
24 is an public elections bill, and not a private personal bill.

25           Lastly is the term “actual pro rata share”. This is the most complicated and  
26 confusing phrase of all, because there is no established language within the section  
27 that clearly defines how such a figure can be fairly and accurately calculated. But a  
28 share of what? The Plaintiff pleads that the share being calculated is of the entire

1 publicly subsidized voter guide. First it is important to state that the only place the  
2 phrase “actual pro rata share” is stated in the elections code is within this individual  
3 sentence. In all other parts of the election code, it simply uses “pro rata share”. This  
4 could imply that the “actual pro rata share” may be a different calculation with more  
5 stringent justification applicable to bills given to indigent candidates, rather than the  
6 general term of pro rata share used when referring to payments from rich and financially  
7 secure candidates. We can break the phrase into three parts; “actual”, “pro rata”, and  
8 share, to try to begin to understand its meaning.

9 “Actual” clearly implies that the calculated cost must reflect budgeted income and  
10 expenditures justified within an actual budget, and not simply an estimation or stated  
11 cost. The Plaintiff pleads to the Court that “Actual” costs must be associated with  
12 documented evidence of income and expenditures related directly to the candidate  
13 statement being published in the entire official elections guide. The Plaintiff further  
14 pleads to the Court that the intended meaning of this phrase implies there must be a  
15 stated total income statement and expenditures statement of the entire election guide in  
16 order to establish a basic analysis of any actual costs associated, to pro rate the costs  
17 in relative shares between the various candidates. Without a defined total income and  
18 expenditure document, it is impossible to calculate any relative cost for the guide, let  
19 alone the actual costs associated with the entire guide, or any actual pro rata share  
20 allocated to any indigent candidate. The Defendants refuse to provide any basic total  
21 expenditure or total income documentation regarding the guide, and therefore have no  
22 justification for any calculations made to prove any costs were actually inferred, in  
23 relation to an indigent candidates bill. The Plaintiff pleads to the court that “actual pro  
24 rata share” requires documentation and evidence of actual expenditures and actual  
25 income statements for the total cost of the entire guide, in order to be able to calculate  
26 any individual indigent candidates share of the cost of such a guide.

27 The Plaintiff pleads that for the above mentions reasons, that the single sentence  
28 within section 13309 is ambiguous, because it is simply too short and there are too

1 many ways to incorrectly interpret the intended meaning of how the statute should be  
2 carried out by the Defendants. By clarifying this ambiguity using the original intention of  
3 the Assembly Members responsible for the statute, it is easy to see how the  
4 Defendants, intentionally or unintentionally, misinterpreted the statute and took actions  
5 against the Plaintiff.

6 **FACTUAL ALLEGATIONS TIMELINE**

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

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

27 3. March 2nd, 2012 Defendant certified Plaintiff as an indigent candidate under  
28 CEC sec 13309, which allowed the Plaintiff to sign necessary paperwork to file his

1 Candidate Statement, for cost of \$0. Plaintiff was told that the County may take an  
2 optional action of billing, and only billing, an “actual pro rata share” cost after the  
3 election. Plaintiff expected that the “actual pro rata share” would be a reasonable  
4 amount defined by his indigent responsibility class and initial contribution of \$0, which  
5 reflected his income and bank holdings, as was a detailed requirement to be declared  
6 indigent in the first place. Additionally the CEC sec 13309 and the Defendant implied  
7 that my cost would be bellow what wealthy candidates pay, and so Plaintiff went forward  
8 with filing Candidate Statement, expecting a fair and justifiable fee, even though there  
9 was no upfront knowledge that there would in fact ever be a bill, or what the actual said  
10 cost of that bill would be, only that the total upfront cost for non-indigents was \$8,000.

11 4. June 5th, 2012 California Primary Elections were Held and Completed.

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

24 6. On or around October 8th, 2012, Defendant wrote back to Plaintiff, with no  
25 meaningful dialogue or willingness to discuss or communicate about the issue. In the  
26 letter the Defendant denied any reduction in total amount due, denied any payment plan  
27 option, and stated that they will be forwarding the bill to the local collections agency,  
28 Santa Clara County Board of Revenue (hereinafter “local collections agency”), unless

1 the bill is paid upfront in full right away. The letter did say that collections would allow a  
2 payment plan, but there were no details on what type of payment plan that would entail.

3 7. On or around November 9th, 2012, Plaintiff received the bill from the local  
4 collections agency, which was due in full, with no information about any payment plan  
5 options.

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

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

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

23 11. On January 14th, 2014 the Defendants finally provided proof that at least for  
24 the 19th district congressional election, that they refunded the incumbent wealthy  
25 candidate a full \$2,404 making official candidate statement cost exactly \$5,596 for the  
26 wealthy candidate, which is exactly the same as the Defendants fee. This means that  
27 even after the Plaintiff was declared an official indigent candidate, he was given NO  
28 relief in payment for his fee of the candidate statement and is being charged the exact

1 same cost as the wealthy incumbent candidate in this election. Thus all the Plaintiff  
2 received for his public declaration of being indigent was a 3 month extension to make  
3 the full payment, and no relief in relation to his ability to pay dew to his indigent status.  
4 Therefore the Plaintiff is getting 0% discount on the candidate statement fee even after  
5 being certified indigent. Additionally the Defendants stated that they would provide  
6 proof of refunds within the other district elections, but this information has not been  
7 provided to date, therefore the current calculated excess surplus is still \$13,042. Even  
8 though we have not gotten proof of this surplus being refunded, for the purpose of this  
9 complaint, we are assuming there is \$0 excess surplus, but if there is any excess  
10 surplus, these would not be actual costs.

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

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

17 **CAUSE OF ACTION: COUNT 1**

18 **NEGLIGENCE IN APPLYING ELECTIONS CODE**

- 19 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
20 fully set forth herein.
- 21 2. At all times relevant to this action, Defendants had a duty to carry out and  
22 comply with the details of the California Elections Code as was intended to be  
23 executed under the oversight of the Secretary of State and the California  
24 Legislature that created the statutes.
- 25 3. At all times relevant to this action, Defendants had a duty to execute Elections  
26 Code Section 13309 as applicable to the Plaintiffs certified indigent status.
- 27 4. At all times relevant to this action, Defendants knew or reasonably should have  
28 known that ignoring the Plaintiffs certified indigent status and executing the

1 processes within Elections Code Section 13307 in regards to the Plaintiff, as if  
2 the Plaintiff was a rich or financially secure person, would be a breach of duty  
3 required to excite the laws laid out in the election code, and cause financial  
4 harm and distress to the indigent Plaintiff.

5 5. Based on what the Defendants knew or reasonably should have known as  
6 described above, the Defendants deviated from their legal responsibilities in  
7 executing the laws of the election code section 13309 by failing to offer any  
8 reasonable or tangible financial relief to the certified indigent Plaintiff. The  
9 Defendants had no justifiable explanation except that they incorrectly  
10 determined that the Plaintiff falls under the jurisdiction of the processes laid out  
11 within Section 13307, when in fact only Section 13309 is applicable to billing  
12 indigent candidates like the Plaintiff.

13 6. As described above, the actions of the Defendants against the Plaintiff resulted  
14 in actual financial damages of over \$5,000 of legal services rendered and legally  
15 owed with required payment in full, from the Plaintiff, to the Defendants.

16 **CAUSE OF ACTION: COUNT 2**

17 **VIOLATION OF ELECTION CODE SECTION 13309 (2012)**

18 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
19 fully set forth herein.

20 2. At all times relevant to this action, Defendants had a duty to carry out and  
21 comply with the details of the California Elections Code Section 13309 as was  
22 intended to be executed under the oversight of the Secretary of State and the  
23 California Legislature that created the statutes.

24 3. At all times relevant to this action, Defendants had a duty to execute Elections  
25 Code Section 13309 as applicable to the Plaintiffs certified indigent status, as  
26 specified under the elections code to contain the billing process within the  
27 immediate jurisdiction of the “elections official”, or in this case, the Santa Clara  
28 County Registrar of Voters.

1 4. At all times relevant to this action, Defendants knew or reasonably should have  
2 known that incorrectly executing the processes within Elections Code Section  
3 13309, by unlawfully sending the Plaintiffs bill to the local collections agency,  
4 would be a violation of the California Elections Code Section 13309 subsection  
5 (f), causing additional and excessive financial harm and emotional distress in  
6 the form of on-going collections communications to the indigent Plaintiff, and  
7 against the public at large who expect the elections code to be carried out  
8 correctly.

9 5. Based on what the Defendants knew or reasonably should have known as  
10 described above, the Defendants deviated from their legal responsibilities in  
11 executing the laws of the election code section 13309 by failing contain the  
12 indigent billing process within the immediate jurisdiction of the elections official.

13 6. As described above, the actions of the Defendants resulted in emotional and  
14 mental distress against the Plaintiff from excessive, unwarranted, and unwanted  
15 collections engagement.

16 **CAUSE OF ACTION: COUNT 3**

17 **INNOCENT MISREPRESENTATION**

18 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
19 fully set forth herein.

20 2. At all times relevant to this action, Defendants had a duty to carry out and  
21 comply with the details of the California Elections Code Section 13309 as was  
22 intended to be executed under the oversight of the Secretary of State and the  
23 California Legislature that created the statutes.

24 3. At all times relevant to this action, Defendants had a duty to clearly and  
25 concisely express their intentions in regards to both the processes within the  
26 elections code, and their own internal processes.

27 4. At all times relevant to this action, Defendants made the representation that the  
28 process of the Plaintiff publicly certifying his indigent status by filing out and

1 publicly disclosing a detailed financial history and tax records of his indigent  
2 status would result in tangible financial relief based on the eventual certification  
3 as an indigent person. Additionally the Defendants made the representation that  
4 the actual pro rata cost that may be billed would reflect the Plaintiffs indigent  
5 status.

6 5. At all times relevant to this action, Defendants made the representation that the  
7 Plaintiff would receive a discount on the printing and publishing of his candidate  
8 statement with an initial estimated cost of \$0, and an implied discount that would  
9 ensure his candidate statement would minimally cost less than the rich  
10 incumbents candidate statement because of the Plaintiffs certified indigent  
11 status.

12 6. At all times relevant to this action, Defendants never made any representation of  
13 an actual tangible cost that would be specifically charged to the Plaintiff in the  
14 form of a dollar amount. Only that it would be less than \$8,000, and that the  
15 initial estimated cost would be \$0, and that they may optionally decided to bill  
16 the Plaintiff an actual pro rata share. The Plaintiff never agreed nor did the  
17 Defendants represent any actual dollar figure implying payment of any amount  
18 of tangible money, except the initial estimated cost of \$0 as was offered by the  
19 Defendants to print and publish the Plaintiffs candidate statement as an  
20 indigent.

21 7. At all times relevant to this action, Defendants had both oral and written  
22 contracts with the Plaintiff in caring out the services rendered on behalf of the  
23 public for the purpose of running the June 5th, 2012 Primary Election, and  
24 printing and publishing the official voter guide which included the candidate  
25 statements.

26 8. At all times relevant to this action, Defendants innocently misrepresented the  
27 above mentioned statements because after the election the Plaintiff was  
28 required and demanded to pay a bill equal to almost his entire years income, in

1 an amount that was equal to the rich incumbent candidate costs. In direct  
2 contradiction to the represented statements of the original agreement, no  
3 tangible financial relief was offered even after going through a humiliating public  
4 declaration and certification of the Plaintiffs indigent status. The Plaintiff was  
5 told that his indigent status would actually not allow him to receive any discount  
6 at all on his candidate statement in relation to the rich candidate, and that he  
7 was required to pay the cost in full or face collections, garnished wages, liens  
8 on property, and sanctions if he did not pay.

9 9. The Plaintiff would not have entered into this agreement if the Defendants had  
10 clearly stated that their internal intentions, against the implied purpose of  
11 Section 13309, was to charge the Plaintiff the exact same amount as the rich  
12 incumbent candidate, offering no tangible financial relief, even though the  
13 Plaintiff was certified indigent.

14 10. Additionally the Plaintiff would not have entered into this agreement if the  
15 Defendants had stated that their internal intention was to charge the Plaintiff an  
16 exact sum of \$5,596 and that that Plaintiff had to agree to pay that amount and  
17 start a payment plan immediately. This is contrary to being told that they “may”  
18 take the optional step to simply “billing” the Plaintiff if they so choose so after the  
19 election.

20 11. Additionally the Plaintiff would not have entered into this agreement if the  
21 Defendants has required the Plaintiff to pay the \$5,596 upfront, or enter into an  
22 immediate and on-going payment plan at any monthly amount to start paying  
23 the full cost.

24 12. The Plaintiff has suffered measurable losses of over \$5,596 dew in full directly  
25 to the Defendants, the mental distress dew to collections tormenting, legal costs,  
26 and 100’s of hours of lost time that could have been spent working and making  
27 tangible money or landing permeant jobs, all as a result of relying on the  
28 incorrect representation of the Defendants.

1 **CAUSE OF ACTION: COUNT 4**

2 **COMMON COUNT - Expended Special Instance**

- 3 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
4 fully set forth herein.
- 5 2. At all times relevant to this action, Defendants established a legally and fully  
6 liable indebted account, against the Plaintiffs in the amount of \$5,596 based on  
7 services rendered. Such a government liability of the Plaintiffs is rendered as a  
8 completed transaction for services, and documented as a legally established  
9 liability on the record of the Plaintiff ledger, with the full power of the government  
10 to garnish wages, levy property, and implement sanctions.
- 11 3. These actual real and tangible moneys were expended, in debt form, at the  
12 special instance and request of the Defendants, against and without the agreed  
13 consent of the Plaintiff in regards to the actual specific amount for the equitable  
14 or legal costs of such services rendered.
- 15 4. The Plaintiff did not agree or consent to these special instance expenditures by  
16 the Defendants, and requests to the Court that this real tangible money be  
17 returned immediately to the Plaintiff in the form of canceling this unlawful and  
18 unjustified debt, to prevent wage garnishments, levy on property, and sanctions.
- 19 5. Even after repeated attempts by the Plaintiff to request the Defendants to cancel  
20 this debt because of insufficient justification or legal applicability, they have  
21 refused. Therefore the Plaintiff requests the Court to refund these special  
22 instance expenditures of the Defendants, back to the Plaintiff.

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25  
26 **CAUSE OF ACTION: COUNT 5**

27 **INADEQUATE & INEQUITABLE ACCOUNTING**

- 28 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if

- 1 fully set forth herein.
- 2 2. At all times relevant to this action, Defendants had a duty to carry out and  
3 comply with monetary accounting details of the California Elections Code  
4 Section 13309 as was intended to be executed under the oversight of the  
5 Secretary of State and the California Legislature that created the statutes.
- 6 3. At all times relevant to this action, Defendants had a duty to the Plaintiff, other  
7 candidates, and the public, to calculate and transparently account for a fair and  
8 equitable actual pro rata share of the official voter guide.
- 9 4. At all times relevant to this action, Defendants failed to transparently, accurately,  
10 or clearly articulate the basic costs, expenditures, and income for the entire  
11 official voter guide. No total income for the guide has been documented or  
12 produced after requests, no total expenditures for the guide has been  
13 documented or produced after requests, and no accounting has been produced  
14 that shows the relationship between the total costs of the official voter guide,  
15 and the ability to pro rate that specific total cost between any number of  
16 candidates.
- 17 5. At all times relevant to this action, Defendants have continuously produced  
18 accounting documents that fail to account for over \$10,000 of expenditure and  
19 or income, in relation to the official voter guide.
- 20 6. At all times relevant to this action, Defendants have failed to adequately state  
21 the basis for how they define, justify, and calculate an “actual pro rata share”.  
22 The Plaintiffs understanding of pro rata share, is that it can be based on a  
23 variety of factors including ownership, responsibility, time, or initial buy in. In  
24 almost all accounts for pro rata share, definitions relay on the original class  
25 investment or involvement in the activity in question. In the above mentioned  
26 actions, the Plaintiffs original investment and involvement in the official voter  
27 guide was \$0, and a pro rata share should reflect this reduced original  
28 investment in relationship to rich candidates who’s original investment was

1 \$8,000 or even \$10,000. Therefore under pro rata definitions based on initial  
2 investment, someone who gives \$0 can not be expected to be in the same class  
3 or responsibility as someone who gave \$8,000 or \$10,000. The Defendants fail  
4 to adequately justify their calculated accounting in relationship to how or why  
5 they have lumped the Plaintiff in the same class as rich and financially secure  
6 candidates in their definitions or calculations involving pro rata share.

7 7. As described above, the actions of the Defendants inadequate and inequitable  
8 accounting have resulted in an unjustifiable and unaccountable required and  
9 demanded fee against the Plaintiff in the amount of \$5,596.

10  
11 **CAUSE OF ACTION: COUNT 6**

12 **ILLEGITIMATE UNWARRANTED LENDING - ILLUSORY CONTRACT**

- 13 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
14 fully set forth herein.
- 15 2. At all times relevant to this action, Defendants had a duty to carry out and  
16 comply with the details of the California Elections Code Section 13309 as was  
17 intended to be executed under the oversight of the Secretary of State and the  
18 California Legislature that created the statutes.
- 19 3. At all times relevant to this action, Defendants had a duty to execute Elections  
20 Code Section 13309 as applicable to the Plaintiffs certified indigent status, as  
21 specified under the elections code to contain the billing process as it pertains to  
22 the agreement(s) between the Plaintiff and Defendants for printing and  
23 publishing the Plaintiffs candidate statement.
- 24 4. At all times relevant to this action, Defendants knew or reasonably should have  
25 known that incorrectly executing the processes within Elections Code Section  
26 13309, by unlawfully exciting a illegitimate and unwarranted contract would be  
27 against he interest of the Plaintiff and the public at large.
- 28 5. Based on what the Plaintiff knew or reasonably should have known as described

1 above, the Defendants agreed to print and publish the Plaintiffs candidates  
2 statement for \$0, with a minor clause stating that the Defendants may take the  
3 optional action of billing, and only billing the Plaintiff a actual pro rata share after  
4 the election. Under the definitions of pro rata share the Plaintiff reasonably  
5 understood that his actual pro rata share would reflect his responsibility class  
6 determined by his initial investment of \$0 compared to \$8,000 for rich and  
7 financially secure candidates. Therefore his actual pro rata share would reflect  
8 his indigent status and responsibility class and be much lower than a rich and  
9 financially secure candidate.

10 6. As described above, the actions of the Defendants resulted the Plaintiff getting  
11 into an additional illegitimate and unwarranted contract that states that the  
12 Plaintiff received direct services in the amount of \$5,596 from the Defendants  
13 and in doing so had entered a loan contract totaling the full amount of the  
14 \$5,596 of services rendered. The Defendants also claim that this additional  
15 contract states that the \$5,596 loan is dew in full by the Plaintiff.

16 7. At all times relevant to this action, Defendants have at no time been able to  
17 produce any justifiable evidence that the Plaintiff ever agreed to pay \$5,596 in  
18 exact us currency, and in fact there is only agreement that the Defendants would  
19 print and publish the Plaintiffs candidate statement for \$0. Additionally the  
20 Defendants have at no time been able to produce any justifiable evidence that  
21 the they themselves believed it would be possible for the Plaintiff to pay back a  
22 debt totaling \$5,596 under the financial confines of his indigent status.

23 8. Under the guidelines of public interest, legitimate debts and loans can only be  
24 initiated between parties that have justifiable reasons to believe that the  
25 beneficiary of a loan has the capability of paying the debt back under the original  
26 terms of the loan and repayment plan. Not only do the Defendants have no  
27 justifiable reasons to believe the Plaintiff could pay back \$5,596 in full and  
28 according to the terms claimed by the Defendants, but the Defendants actually

1 have a dozen pages of documentation and justification that the Plaintiff would  
2 not be able to pay back such a debt based on the certified documents of his  
3 indigent status that the Defendants certified. Certification documents of an  
4 indigent do not qualify as justification for paying back excessive, illegitimate, or  
5 unwarranted loans that the Plaintiff never agreed to.

- 6 9. The Plaintiff requests to the Court to strike down the Defendants illegitimate,  
7 unwarranted and unjustified unilateral loan contract, and dissolve the debt and  
8 liability against the Plaintiff.

9  
10 **CAUSE OF ACTION: COUNT 7**

11 **COLLECTIONS HARASSMENT VIOLATIONS OF FEDERAL FAIR DEBT**

12 **COLLECTION PRACTICES ACT (FDCPA), 15USC 1692**

- 13  
14 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
15 fully set forth herein.
- 16 2. At all times relevant to this action, Defendants had a duty to carry out and  
17 comply with the details of the California Elections Code Section 13309 as was  
18 intended to be executed under the oversight of the Secretary of State and the  
19 California Legislature that created the statutes.
- 20 3. At all times relevant to this action, Defendants had a duty to execute Elections  
21 Code Section 13309 as applicable to the Plaintiffs certified indigent status, as  
22 specified under the elections code. Nowhere under section 13309 at the time of  
23 the election did it state that the Defendants, being the elections official or the  
24 Registrar of Voters, could turn over the bill to the local collections agency, being  
25 the Department of Revenue to initiate unwarranted and unlawful collections.
- 26 4. At all times relevant to this action, Defendants conduct was negligent or willful or  
27 both, rendering them liable for attempting to collect fees, and expenses from the  
28 Plaintiff that are not authorized by any agreement or permitted by law, in

- 1 violation of 1692 f (1).
- 2 5. At all times relevant to this action, Defendants conduct was negligent or willful or  
3 both, rendering them liable for failing to cease collection of an alleged debt when  
4 requested, and not providing proper verification of the debt to the Plaintiff, prior  
5 to initiating a lawsuit, in violation of 1692 g (b).
- 6 6. As a result of the foregoing violations, Defendants are liable for actual damages,  
7 including general damages and special damages in an amount to be proven at  
8 trial, but not less than \$1,000 per violation, pursuant to 15 USC 1692(k) a 1.
- 9 7. As a result of the foregoing violations, Defendants are liable for actual damages,  
10 including general damages and special damages in an amount to be proven at  
11 trial, but not less than \$1,000 per violation, pursuant to 15 USC 1692(k) a 2 a.
- 12 8. As a result of the foregoing violations, Defendants are liable for costs and  
13 reasonable attorney's fees pursuant to 15 USC 1692(k) a 3.
- 14 9. An actual controversy has arisen and now exists between the Plaintiff and  
15 Defendants concerning their respective rights and duties under the FDCPA. A  
16 judicial declaration pursuant to Code of Civ. Procedure 1060 that Defendants  
17 actions violated the FDCPA is necessary so that all parties may ascertain their  
18 rights and duties under the law.
- 19 10. Based on the allegations above and further set forth herein, Defendants  
20 have violated 15 U.S.C. §1692d by engaging in conduct that resulted in  
21 harassment, oppression, or abuse of the Plaintiff, without limitation; Continuing  
22 to pursue collection of disputed and unverified debt, and invalid debt, forcing  
23 Plaintiff to defend against an invalid debt, and further, and in addition thereto,  
24 knew or should have known that they have engaged in such conduct, and the  
25 said consequences thereof.
- 26 11. Upon information and belief, Defendants implied communications of credit  
27 information to persons, including but not limited to credit reporting bureaus or  
28 agencies, and or employers with respect to Plaintiff, which they knew or should

1 have known to be false – including without limitation allegations that Plaintiff  
2 owed the purported debt which is the subject of this action, and/or that Plaintiff  
3 owes said debt to the Defendants and/or that Defendants are the original  
4 creditor of said alleged debt.

5 12. The Fair Debt Collection Practices Act, §1692k, provides for actual damages,  
6 statutory damages up to one-thousand dollars (\$1,000.00) per violation, costs of  
7 the action, and Plaintiff hereby prays for actual damages under the Fair Debt  
8 Collection Practices Act, and for statutory damages as set forth above for each  
9 and every violation of the Fair Debt Collection Practices Act proven at the trial of  
10 this case, and reasonable attorneys' fees and costs thereunder.

11 **CAUSE OF ACTION: COUNT 8**

12 **DISCRIMINATION UNDER EQUAL PROTECTION & DEW PROCESS**

13 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
14 fully set forth herein.

15 2. The Constitution of the United States, sets limits for equal protection and dew  
16 process of the law, for all people within the fifth and fourteenth amendments.

17 3. Anti-Discrimination laws in this country prohibit individuals or groups from  
18 treating people differently because of their membership in a protected class. At  
19 the time the Defendants certified the Plaintiff as indigent, the Plaintiff became  
20 part of a protected class.

21 4. Anti-Harassment laws protect all people in this country, but if the person being  
22 harassed, is harassed in relation to their membership in a protected class, that  
23 harassment becomes discriminatory.

24 5. The Plaintiff was certified indigent, and under the laws applied to this case,  
25 expected to be treated fairly as an financially crippled indigent person, and  
26 receive the relief for indigents established by law.

27 6. The Plaintiff met the basic criteria for running for Congress as a candidate under  
28 the Constitution.

- 1 7. At all times relevant to this action, Defendants had a duty to execute Elections  
2 Code Section 13309 as applicable to the Plaintiffs certified indigent status, and  
3 the Defendants willfully or indiscriminately choose to enact an adverse policy  
4 decision against the Plaintiff by executing the Election Code Section 13307  
5 instead of only section 13309.
- 6 8. At all times relevant to this action, Defendants engaged in adverse policies that  
7 ignored the Plaintiffs protected class as a certified indigent, and required,  
8 demanded, and forced the Plaintiff to pay the same as if he were a rich and  
9 financially secure candidate.
- 10 9. At all times relevant to this action, Defendants actively and intentionally sent the  
11 Plaintiffs bill to collections against the procedures set within elections code  
12 section 13309, continuing and worsening the discriminatory harassment  
13 targeted at the Plaintiff. Instead of receiving relief as a protected indigent class,  
14 the Plaintiff received harassing collections phone calls and letters, threatened to  
15 have his wages garnished, pressured and forced to put liens on his property, and  
16 threatened sanctioned. If this was a normal person, it is considered  
17 harassment, but as a protected financially crippled indigent who specifically gets  
18 protection from financial harassment, the Plaintiff was discriminated against.
- 19 10. As described above, the actions of the Defendants resulted in emotional and  
20 mental distress against the Plaintiff from excessive, unwarranted, and unwanted  
21 discrimination, resulting in damages to be determined during trial.

22  
23 **CAUSE OF ACTION: COUNT 9**

24 **PREVENTING FUTURE FREEDOM OF SPEECH**

- 25 1. Plaintiff incorporates by reference all other paragraphs of this Complaint as if  
26 fully set forth herein.
- 27 2. Under the 1st amendment to the Constitution of the United States, individuals,  
28 candidates, organizations, and groups are guaranteed freedom of speech.

- 1 3. In *McCutcheon vs Federal Elections Commission* (2014) the Supreme Court of  
2 the United States included in their ruling that "... the Court must "err on the side  
3 of protecting political speech rather than suppressing it." *Federal Election*  
4 *Commission v. Wisconsin Right to Life* , 551 U. S. 449, 457" (Pg 4) and that "In  
5 assessing the First Amendment interests at stake, the proper focus is on an  
6 individual's right to engage in political speech, not a collective conception of the  
7 public good. The whole point of the First Amendment is to protect  
8 individual speech that the majority might prefer to restrict, or that legislators or  
9 judges might not view as useful to the democratic process." (Pg 3)
- 10 4. The Supreme Court of the United States is clearly making a distinction that  
11 money cannot be a limiting factor in Free Speech, regardless of whether or not  
12 the individual has NO money, or has unlimited supplies of 100's of millions of  
13 dollars, and that the Courts must err on the side of supporting free speech. In  
14 this case, the Free Speech is for an indigent candidate to have their candidate  
15 statement printed and published with no cost, without worry of retaliation,  
16 harassment, and discriminatory collections resulting in future punishment.
- 17 5. The Plaintiff in this case wishes to run again in future elections, but the  
18 Defendants are preventing him from even considering using his right to free  
19 speech by printing and publishing his candidate statement as an indigent at no  
20 cost. The Plaintiff knows already that his indigent status will be denied and he  
21 will be punished, harassed, and forced to pay, against the protection of Free  
22 Speech and the protections for the financially crippled indigent class against  
23 financial harassment and discrimination.
- 24 6. The Plaintiff requests the Court to uphold the protections granted to indigent  
25 candidates against financial harassment, and to uphold the constitution by  
26 granting future ability for financially crippled indigent candidates to engage in  
27 Free Speech.
- 28

## ARGUMENTS

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

2. Pursuant to the CEC sec 13309, the Defendant denied initial request from Plaintiff to file the Candidate Statement without costs. Defendant did not offer option to invoke CEC sec 13309 until after Plaintiff requested the Secretary of State to intervene. Defendant did not have policies ready for CEC sec 13309, and made policies as they went along from a document that had last been used in 2006. When Plaintiff asked Defendant “Why there is no alternative to pay the candidate statement fee?” the Defendant answered that the Plaintiff or any candidate did not have to file a candidate statement in order to run for office. The Plaintiff does not accept that as a justified answer. Candidates already don’t have to run for office in the first place, but if you are going to run for office, you want to get your name out to the public, and it is one of the primary objectives within the candidate guide is to explain to new candidates how to get your candidate statement in the official voter guide. It is not a side option, it is a primary component of the election process. Legal President explains very clearly that it is perfectly fine for the Defendants to charge wealthy

1 candidates a pro-rata share of their statement costs under Section 13307, but for  
2 indigent candidates there is not a clear legal precedent on the protocol for printing and  
3 publishing an indigent candidate statement at no cost, or how they should differ from  
4 wealthy candidates in the context of ability of indigent candidates to pay. At best the  
5 Defendants under Section 13309 have the optional authority to bill, and only bill the  
6 candidate a actual pro rata share. Instead the Defendants went far beyond the  
7 authority described in Section 13309 to bill and only bill an indigent candidate, and  
8 instead required payment, demanded payment, threatened wage garnishment, forced  
9 lean on property, and threatened sanctions.

10 3. Section 13309 was created in the intention to allow indigent candidates to receive  
11 the same access as affluent candidates to have their candidate statements printed in  
12 the official voter guide. Although that was the intention behind Section 13309, there  
13 is unintentional or intentional bias and misunderstanding by the Defendants where  
14 they seem to ignore the first 28 lines of Section 13309 when it comes to calculating  
15 the fees that indigents receive. Section 13309 has specific wording for establishing  
16 the indigent class that is the basis for the entire section, including allowing an indigent  
17 candidate to print and publish their candidate statement for an agreed upon amount  
18 of \$0. It says that, “the candidate shall submit...a statement of financial worth”;  
19 “relating to the candidate's employer, income, real estate holdings, tangible personal  
20 property, and financial obligations. ...federal income tax report.” and it requires the  
21 candidate to certify under penalty of perjury that the information submitted is correct.  
22 In other words, it is not a small process before a candidate can be certified indigent.  
23 CEC sec 13309 subsection (f) has very vague language, “actual pro rata share”, as to  
24 what a county can charge an indigent after the election is complete. Because there is  
25 clausal focus on requiring an in-depth application process to certify a candidate as an  
26 indigent, CEC sec 13309 directly intends that the “actual pro rata share” be in  
27 alignment with their ability to pay in regards to their income and bank holdings as  
28

intended, based on the process for indigent certification. Additionally CEC sec 13309 and CEC section 13307 clearly differentiate between wealthy candidates to pay upfront cost “will be charged” a “pro rata share”, which is different from the “actual pro rata share” that indigent candidates “may be charged”. CEC sec 13309 does not state that the Defendant or any county elections board can charge indigents the same as non-indigents, or charge indigents any amount they so choose. Based on the clear differentiation between wealthy candidates paying their “pro rata share” with no qualifications to be declared an indigent, and the “actual pro rata share” that indigent candidates “may be charged” with a lengthy and detailed personal certification of being an indigent, we can conclude that there is a difference in the fee between a wealthy candidate and an indigent candidate. That difference would reflect a much more stringent justification and understanding to calculating the “actual pro rata share” and costs of printing the official voter guide in relation to the fee charged to an indigent based on their ability to pay. This fee should take into account ability to pay, and should reflect the candidate's official status as an indigent candidate. What should not occur is that the indigent candidate pay the same amount as the wealthy candidate, especially if they are unable to pay.

### **SIMILAR CASES**

1. Although there are two similar cases involved in government fees of candidate statements, both cases primarily argue that there should not be fees for filing to run for office or fees for publishing candidate statements because of unconstitutional arguments, which is very different than the current case. In the current case the Plaintiff is not arguing that he should not have fees, but instead that he has been charged excessive fees that have not been justified by the Defendants as appropriate to a certified indigent candidate with no ability to pay. The Plaintiff is willing to pay as much as he is able to, between \$1,000-\$2,000, and no more than \$3,000, which would already be above and beyond his current ability to pay even within a payment plan that reflects a reasonable amount of time for re-payment (example 2-years of monthly

payments). The law within Election Code Sections 13307-13309 clearly set a different standard between wealthy and indigent candidates, and the Defendants are charging the exact same fee to both wealthy and indigent candidates with no differentiation in regards to their fees. The cases that have been ruled on previously do not state an opinion in this regard.

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

*“Petitioners prayed that this court: (1) issue a peremptory writ of mandate directing the Registrar (a) to accept Zapata and Knoll's applications for declarations of candidacy and to place their names on the ballot for the June 6, 1972, primary election without payment of the prescribed filing fees; and (b) to include Zapata's and Knoll's statements of qualifications in the voter's pamphlet without prepayment of their pro rata share of the printing and handling cost; and (2) "issue its declaration" that the Elections Code sections prescribing candidate filing fees and prepayment of printing costs for statements of qualifications are unconstitutional.”*

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

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

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

*“[Foot Note 1] The pro rata charge was \$650 for each statement plus \$650 for each language translation of the statement. The amount charged is not in issue.” [Foot Note 2] This is not a case in which real parties seek to avoid payment of lawful obligations on grounds of*

*indigency or other inability to pay. None of real parties in interest (defendants in the underlying action) claims they are without the financial means to pay their pro rata share of proper costs.”*

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

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

*“Plaintiffs seek declaratory and injunctive relief, claiming that the "wealth primary" 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 must include the candidate's statement in the Sample Ballot for free and allot an amount of money to the candidate that would allow him to run a meaningful campaign.<sup>2</sup>”*

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

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

In the present case the Plaintiff is specifically questioning the validity of the cost reimbursement system as it applies to indigent candidates, and their ability to pay.

Therefore both of these cases, although similar in context, are not applicable in their rulings to the present case.

### **LEGISLATIVE INTENTION AND BACKGROUND**

1. This law, CEC sec 13309, was created in much the same form that it is in today, and clearly laid out a detailed and delicate process of indigent certification that obviously recognizes ability to pay of an indigent candidate as core issue within the intention of creating this section in the first place. From the beginning it also made clear the Indigent Candidate could still be billed, but the core interpretation would imply that the bill should reflect actual additional costs to add the indigent candidate into the guide, not the full costs, and the indigent candidates ability to pay. This justifies having the indigent candidate pay a fair cost, less than what a wealthy candidate would pay on a sliding scale, based on ability to pay by the indigent candidate. Additionally this would also leave the clear option that if the indigent candidate was unable to pay any amount, that the candidate statement fee would be \$0 for a specific instance. The Plaintiff is not arguing that he should pay \$0, but instead a fair cost based on his ability to pay, which would be around \$1,000-\$2,000.

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

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

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

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

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

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

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

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

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

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

*(d)If it is determined that the candidate is not indigent, the candidate shall, within three days of the notification, excluding Saturdays, Sundays, and state holidays, withdraw the statement or pay the requisite fee. If the candidate fails to respond within the time prescribed, the local agency shall not be obligated to print and mail the statement.*

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

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

6. The second amendment was in 2013 as part of AB 1417, and changed the very thing that was kept the same in the previous amendment. This changed "elections official" to "local agency" for billing indigent candidates. Within the Bill Analysis it was stated that this change was not do to Assembly Members intentional changes, but instead was a proposed change by an external non-profit organization called California

Association of Code Enforcement Officers (CACEO). It is the Plaintiffs believe that the original Assembly Members who kept "elections official" did so on purpose, and that the CACEO mistakenly thought that it was a simple mistake of the Assembly Members that they left "elections official" when they changed all other instances to "local agency". It is quite possible the Assembly Members will realize this and change it back according to the original intention of the 2009 amendment. Either way this change happened in 2013 after the actions were taken in regards to this case, and therefore this amendment is not applicable to this case.

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

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

It is clear why these Assembly Members are not concerned about whether or not the "elections official" or the "local agency" are the ones to bill indigent candidates, as they have stated that there should be no way for the elections official to overcharge an indigent candidate in the first place. These Assembly Members believe that CEC sec 13309 "...establishes a procedure for indigent candidates to have statements printed free of charge." The key words here are "free of charge". They did not say, free of

upfront costs, they did not say without deposit, they did not say to be billed later, they said "free of charge". Everyone knows what "free of charge" means and it does not mean being billed more than your annual salary. Does this mean that the legislative intention of CEC sec 13309 is that indigent candidates never have to pay a statement fee in every case? The Plaintiff doesn't believe so, instead the Plaintiff believes this underlines the core intention of CEC sec 13309 which is ability to pay. If an indigent candidate can prove that they have no ability to pay, even a penny, then yes the legislative intention of CEC sec 13309 would allow that candidate to publish their statement "free of charge".

This also goes along with California Election Code Section 13310 which states: "This section shall become operative only if the United States Supreme Court or the California Supreme Court rules that candidates (other than indigent candidates) may not be required to pay for candidates' statements authorized pursuant to Section 13307." If indigent candidates can publish their candidate statements "free of charge", then it makes sense to include "(other than indigent candidates)", as section 13310 wouldn't be applicable to them because if wealthy candidates weren't "required to pay for candidates' statements", it would already not be applicable to indigents as they already don't have to pay. The Defendants are arguing, according to this section, that since indigent candidates are required to pay full cost, that according to section 13310, indigent candidates would be required to continue to pay full cost, even when wealthy candidates are "not required to pay".

There is just overwhelming understanding that the legislative intention of CEC sec 13309 is not to charge indigent candidates the same as wealthy candidates. Instead the Plaintiff could argue that the intention is that indigent candidates can publish their statements "free of charge", but the Plaintiff does not believe that is the core intention either. Instead the Plaintiff is arguing that the fundamental core legislative intention of CEC sec 13309 is that an indigents "actual pro rata share" is not the "pro rata share" that wealthy candidates pay, but instead the actual additional cost an

indigent is charged to add their candidate statement to the guide, and equally important is an indigent candidates ability to pay. The focus on CEC sec 13309 is the certification of an indigent, and the focus of that certification is on their financial deficiency, and therefore their fee can easily be based on the certification of their indigent status, which is their ability to pay.

### **INJURY & RELIEF**

1. Although the Defendants did not engage in fraudulent activity as there was no malicious intention, they did conduct actions of misrepresentation of the options available to the Plaintiff at the time of candidate statement submission, which later caused damages. The Defendants explanation of the CEC sec 13309 before the Plaintiff agreed to publish his candidate statement lead the Plaintiff to believe that he was in fact going to get a substantial discount off the cost of the candidate statement from what a wealthy candidate would pay. This was in the form of telling the candidate that he would only pay an “actual pro rata share” of the costs, which implied to the Plaintiff that he would get a discount based on the detailed process of certifying his indigent status. At no time did the Defendant say that the cost would be exactly the same as the wealthy incumbent candidate, or that the Plaintiff would have to pay that full cost, all at once, with no direct payment plan option, 3 months after the election. Additionally the Defendant did not know the actual amount of the fee, and therefore the Plaintiff did not know at the time how much he was actually signing up to pay, only that it would be less than what everyone else was paying. Therefore when the Defendants charged the Plaintiff a fee of the exact same amount as they charged the wealthy incumbent candidate, \$5,596, their original explanation of my options were a misrepresentation of what actually happened, and they gave no options for dialogue and compromise to create a workable situation. If the Plaintiff would have been given the full upfront information of what the Defendants were actually going to do, and the exact full amount actually going to be billed, he would

have opted out of having his statement printed. Without that information at the time, the misrepresentation of the options lead the Plaintiff to believe that he would pay a fraction of the costs that wealthy candidates pay, based on his ability to pay as was determined through the detailed process of being declared an indigent. At the time the Plaintiff estimated his pro rata share to be somewhere in the range of a \$1,000-\$2,000 fee. This misrepresentation caused a variety of emotional damages related to financial ruin, as the bill was almost equal to the income of the Plaintiff in 2012, when the Plaintiff received this bill, which was the same charged to the wealthy incumbent candidate, with no options to dialogue or work out a compromise or upfront payment plan that would suite both parties involved without having to get external involvement. The plaintiff asks for monetary relief from these damages.

2. After the plaintiff received the initial bill, and wrote a sincere letter asking for dialogue and compromise, the Defendant wrote back (dated October 8th, 2012) saying they were not open to dialogue or compromise and that the bill was dew in full right away or it would sent to collections imminently. "When someone can not pay in full, our office forwards the account to the Santa Clara County Department of Revenue (DOR)...". Although they had a reasonable intention of allowing me to set up payments through the DOR, the CEC sec 13309 (f) in 2012 states that only the election official can bill a candidate after the election. The Official Bill Analysis on AB 1572 further clarifies this matter; "...the Elections Code requires the elections official, and not the local agency, to attempt to collect any balance that is owed by candidates...". Therefore the Defendants policy of forwarding the bill of an indigent candidate to the local agency collections department, being the DOR, is against the procedures of the 2012 CEC sec 13309 (f). The Defendant had the ability to communicate directly with the Plaintiff to set up their own payment system, and choose not to, knowingly or unknowingly, against official procedures. This would have at least kept the responsibility of the indigent declaration, and the responsibility

of collecting payments above and beyond the indigents ability to pay, within the same party, forcing them to consider the actual affect of their actions. As soon as the DOR collections department became involved, against the procedures set up within the election code, all Defendants contributed to the escalation and notification bombardment of forcing an indigent to pay the same as the wealthy incumbent candidate, and beyond the indigents ability to pay at all. County Agency Collections completely changes the situation and dramatically raises the distress and overwhelming sense of financial ruin, as the Defendants now can garnish wages and levy property of the Plaintiff and effect his credit and his long term ability to improve his condition. The Plaintiff received a minimum of five collections notices from the DOR, representing the Defendants. The Plaintiff never agreed to his bill being transferred to collections. Each time a collections notice was received, the Plaintiff had to re-live the grief and emotional strain of stress induced from potential financial ruin, because of his inability to pay. The Plaintiff asks for relief dew to the damages caused by each notice received. These notices were dated 11/7/12, 1/1/13, 4/7/13, 5/7/13, 5/28/13 as well as numerous other dates. By escalating collections to the DOR agency level, against the procedures within the 2102 CEC sec 13309, the Defendants exponentially increased the distress and damages onto the Plaintiff, and continued to deny any relief of cost from being certified an indigent candidate. Instead the Defendants continued to collect a fee charged to the Plaintiff, which was the same as the wealthy incumbent candidate. The plaintiff requests monetary relief from these damages, and a stop order on any collection attempts by the county agency (Santa Clara County Department of Revenue).

3. Intentionally or not, the Defendants participated in actions that directly ignored the Plaintiffs status as an indigent person, regardless of weather or not he was a candidate. Once the Defendant certified the Plaintiff as an indigent, thereafter the Defendants treated him the same as a wealthy candidate for all actions regarding

cost of fees, and treated him differently in regards to the additional and extra hoops and roadblocks that wealthy candidates would never have to deal with. The primary deficiency of an indigent is that they are poor and have little money, therefore the most important issue needed to treat an indigent fairly is to have them pay less money than a wealthy candidate. This is not a small issue, or to be ignored, as being an indigent person is very difficult, and at least for the Plaintiff is embarrassing, and shameful in this society. The Plaintiffs experience of going through the public indigent classification process was humiliating, embarrassing, and took courage, but the Plaintiff went through these pains with the understanding that it would lead to relief and therefore would balance out the contrary experiences. By charging the Plaintiff the same amount of money as the wealthy candidate, the Defendants treated the Plaintiff as a wealthy candidate, and ignored the most important factor of someones indigent status. In other situations of deficiency, if someone is certified blind, you would never treat them like a person who can see, or they could get hurt. If someone is in a wheelchair you would never force them go up stairs, and would have to build a ramp, if you don't, it is considered disability discrimination. Even though the Defendants declared the Plaintiff as an indigent, they never treated him as such for the most important deficiency of an indigent, which is lack of money, not lack of time, not lack of sight, but lack of money. In any context of not treating someone fairly and considerately in regards to their official deficiency, it is considered prejudice, and in this context of wealth and money it would be considered class discrimination. By not treating the Plaintiff as an indigent in the context of fees owed, the Defendants have discriminated against the Plaintiff in numerous occurrences including charging him the same fee as the wealthy candidate and sending his bill to collections without any dialogue or acknowledgement of his ability to pay. The Defendants gave the Plaintiff a 0% discount on his bills in relation to the wealthy incumbent candidate. This court, through a much less rigorous indigent application, certified the Plaintiffs status and gave him a 100% discount on all fees and costs associated with this case. That is a

100% difference between the Defendants and this Court, and that is only one of many examples where the Plaintiff is given fair treatment with his indigent status and not being discriminated against. Whether or not there was intention, by making the Plaintiff feel discriminated against, the Defendants are liable for this discrimination. The Plaintiff requests monetary relief for these damages.

In addition to the above examples, the Defendants have continued to engage in discriminatory behavior within the context of this case. For a wealthy or affluent person their requests could have been seen as a simple ultimatum, but to an indigent person in the situation like the Plaintiff, these requests are seen as life threatening dew to financial ruin and become threats or extortions. On a phone call, the Defendants Council stated that if the Plaintiff didn't dismiss the case right away, that the Plaintiff would no longer have any payment plan options with the County and would owe the entire bill in full. For a wealthy person this may not be a big deal, but for an indigent like the Plaintiff, this is complete financial ruin and causes great amounts of unnecessary grief and distress. The Plaintiff is not even sure if this is legal to not allow an indigent to have a payment plan. Additionally if the Defendants did this with full knowledge that the Plaintiff could never be able to make the payment in full, it becomes a much more serious matter of discrimination. Additionally in an official correspondence email from the Defendants to the plaintiff, the Defendants stated "...the County requests that you dismiss the above-captioned action within 30 days of today's date. . .If you do not, the County will seek monetary sanctions against you...". The Plaintiff understands that the Defendants can request monetary sanctions from the Court at any time, and has no problem with that, it is between the Court and the Defendants. Yet it is unacceptable for the Defendants to use the Plaintiffs deficiency against him to coheres him into doing what they want. If the Plaintiff was a wealthy person, this request would not be much of an issue at all, but to an indigent being cohered to take action based on sanctions that could value \$10,000's which the Plaintiff could not pay because of his indigent status, could be

considered a form of threat or extortion with exponentially more discriminatory pressure on an indigent person than a wealthy person. These practices dramatically increase the distress and mental anguish of the Plaintiff in his situation, and add to his feeling of discrimination cause by being treated the same as a wealthy person. The Plaintiff sincerely asks the Court to require the Defendants to keep their ultimatums involving monetary sanctions only between the Court and themselves, and to stop any further monetary ultimatums that cause further grief and emotional distress and a feeling of being discriminated against because of his indigent status. The Plaintiff believes that these actions add to the general class discrimination from the Defendants. The plaintiff requests monetary relief from damages caused by his feeling of being a recipient of class discrimination from the Defendants.

4. In addition to the Defendant misrepresenting the process that was occurring when Plaintiff was signing up to publish his candidate statement in the publicly subsidized voter guide, it is essential to go into detail into what actually occurred in the context of the exchange of our agreement. The Defendants pushed the Plaintiff into a contract he never agreed to with the Defendant, for a short term loan with 0% interest for 3 months in the amount of \$5,596 dew in full after 3 months. The Plaintiff never agreed to that at the time, but regardless that is what transpired, and although the Plaintiff doesn't believe he ever agreed to such an arraignment, for the purposes of evaluating this process in detail, we can talk about weather or not an agreement of that type is even legal when the Plaintiff would have no way to pay back such a loan. Once the initial short term loan was billed to the Plaintiff in full three months later, it was quickly forwarded, against procedure, to collections by the Defendant. At this point the loan was altered slightly allowing for some type of annuity payment plan that has still yet to be clarified or understood by the Plaintiff. Lets just say for this example that the Plaintiff could agree to alter the existing short term full bill payment \$5,596 loan, to instead pay \$77 .72 per month for 72 months, or 6 years. It is important to note that

currently \$77.72 per month is already a very high figure for the Plaintiff, and if he had started that a year ago, he would already not be able to continue to pay that high of an amount. So even if the Plaintiff did start this payment plan, there is no guarantee he would be able to pay it off without having defaulted on payments, and most likely in his current situation that is exactly what would happen. But for the purposes of this example, lets just say that the Plaintiff thought that he would be able to start and succeed in paying \$77.72 per month for 6 years (72 monthly payments) with 0% interest on the total \$5,596 loan, as a starting point for this loan agreement that was made in 2012. If this was indeed the agreement that was made, we can already see the length and long term anguish that this loan puts on an indigent candidate, even if he had understood and agreed in full to the entire structure of the loan agreement, which of course we know that he hadn't at the time.

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

Typically when considering a loan to an individual, you review their financial records to confirm that the individual has the financial means to pay back the loan before agreeing to it. Bank law actually makes this mandatory that you cannot make a loan without first confirming that the individual will be able to pay back the loan with the present information available, if a bank makes a loan to an individual that they know will not be able to pay it back, it is a type of predatory lending. At all times in this process the Defendants were in control, and had the full support of the law to choose any amount they wanted to, nothing in the CEC sec 13309 forces them to initiate a loan that is too high for the Plaintiff to pay back, which means it was their choice and their action that created this loan. At the time of the agreement, not only did the Defendant not have sufficient information to have any presumption that the Plaintiff could pay back the loan, they did quite the opposite, they certified the Plaintiff as an indigent candidate. They officially acknowledged that there would be no way at all that the Plaintiff could pay back this loan without his present circumstances dramatically improving. This is of course assuming that the Plaintiff had full upfront information about the loan and agreement he was making, which is not the case. Even if the Plaintiff did have the details of the loan agreement upfront, and had agreed to them, at best the Defendants have engaged in negligent lending by allowing a loan to go forward without ensuring that the Plaintiff would have a high probability of paying it back. If the Defendants did this knowing that the Plaintiff would not be able to pay the loan back, and deliberately and intentionally continued to push this loan, at worst the Defendants may have engaged in a type of predatory lending. Even if the Defendants did this unknowingly or by mistake, it is still negligent and has caused damages to the Plaintiff in the form of emotional distress due to perceived financial ruin, and the emotional humiliation of feeling duped and trapped. The plaintiff would never have agreed to publish his candidate statement if he knew and understood the loan terms that he was agreeing to. The plaintiff requests for monetary relief from these damages.

5. The Defendants need to prove that only actual costs are being calculated into the pro rata share for the candidate guide. It states very clearly in California Election Code section 13307 that the Defendants “shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.” This means that refunds and pro rata shares are determined not on a per election basis, but directly on “the excess amount” of the full voter guide itself. The Defendants argue that each individual district election is a separate independent guide when calculating the actual pro rata share, this is not the case. The law clearly states that the guide as a whole must be integrated, and there is only one single “excess amount” for the guide, even if multiple versions are printed. If there is excess then it is a single sum that must be prorated amongst the other candidates by refunding their deposits the correct amount. When calculating the actual pro rata share, it does not matter if surplus is coming from within the 19th district election, or any election statement line item from any part of the guide. If the defendants cannot prove that these deposits have been refunded for every single district election within the guide, then there is a excess surplus, and that surplus is not an actual cost of the guide, and the Plaintiff does not have to pay if an excess surplus exists that surpasses the value of the Plaintiffs bill. It does not matter that that excess is created within a separate election, because all the candidate statements from all the elections are part of a single budget within a single voter guide according to the law. There can be no surplus within the entire guide, not just a single budgetary election line item.

For the election districts that the Defendants provided information on, the Plaintiff can prove that the Defendant had a minimum total revenue of \$115,800. For these same districts, the Plaintiff can prove that the Defendants calculated the total cost of the guide to be \$100,356. The Defendants have offered proof of reimbursement only to the wealthy incumbent candidate in the 19th Congressional election in the amount of \$2,404. Therefore the total excess surplus still unaccounted for is \$13,042, that is

a lot of unaccounted money. Although we could extrapolate that the Defendants may have refunded all of the other candidates that were part of the guide, it is their legal obligation to follow the law of the election code and provide a transparent and clear accounting for the voter guide, regardless of whether there is an excess surplus, a loss or not. Additionally to this, the Defendants still have not provided the budgets for income and expenditures for the rest of the guide including local and judicial elections. There must also be accounted for to prove that there was no excess surplus. Again the law states that the pro rata share is not calculated per election, but calculated from the total budget of the guide itself. Therefore if the Defendants cannot prove that there was less surplus than \$5,596, then even if they wanted to charge the Plaintiff that amount, they could not legally do so, as their bill would not be "actual" costs according to the law, as the Plaintiff would be paying into an excess surplus, not actual costs to produce the guide. Even if there was only \$100 of excess surplus, the Plaintiff, being an indigent candidate, can still legally have that \$100 of excess surplus taken off his bill, as he legally cannot pay for excess surplus. The fact that the Defendants have not clearly and transparently proven that there is no excess surplus even though the law states that they must, is a disrespect on the entire electorate, as these income and expenditure reports must be easily accessible and transparent to the public. It is not enough for the Defendant to say that there is no surplus to the production of the voter guide, they actually have to prove it. The Plaintiff requests the court to invalidate the unilateral agreement of the Defendants and nullify the debt.

6. During this case, the Plaintiff did not have the luxury of affording an attorney to represent him. Therefore he had to do all the work to research, write and file all his own documents. This took 100's of hours that could have been spent working, finding a job, or making money through a variety of means. Additionally the emotional

stress and turmoil also contributed to his not being able to perform his work duties well, and has added to his decline of financial security. The Plaintiff would like to be monetarily compensated for this time, and resulting damages.

7. Lastly Plaintiff seeks attorney fees, claim costs, court costs, and for such further relief as the court may deem proper.

DATED: April 7th, 2014

RESPECTFULLY SUBMITTED,

By: \_\_\_\_\_

Jay Blas Jacob Cabrera

Plaintiff in Pro Persona