

New York Supreme Court, Albany County

)	
	Gerard Aprea,)	CASE NO. 7215-11
5	John Vidurek,)	
	Plaintiffs;)	HON Judge <i>Joseph C. Teresi</i>
)	
	- vs -)	
)	
10	NEW YORK STATE BOARD OF ELECTIONS,)	- MEMORANDUM -
	Defendants.)	IN SUPPORT OF MOTION FOR
)	RECONSIDERATION/RE-HEARING

Plaintiffs, who are not attorneys deny the courts ambiguous ruling. Plaintiffs denies the courts finding
15 that plaintiff failed to "state any viable cause of action" and moves the court to reconsider its findings on
the following grounds.

Plaintiffs disagrees with this court's conclusion that plaintiffs needed to "*allege facts that a municipality
violated a statutory duty enacted for the benefit of a particular class*". Plaintiffs set the venue of this
court, that being "COMMON LAW", not civil, and plaintiffs have alleged that constitutional duties have
20 been enacted and violated. **See Complaint dated 11-15-11, line 6-7**

"No sanction can be imposed absent proof of jurisdiction" [**Stanard v. Olesen, 74 S. Ct.768**] "*Once
challenged, jurisdiction cannot be 'assumed', it must be proved to exist.*" [**Stuck v. Medical Examiners,
94 Ca2d 751.211 P2s 389**] In a common law court there is no "CLASS" but one, called "the People", the
people need no legislated permission to exercise their right in "their" common law court. In this case the
25 state violated the plaintiffs rights. Plaintiffs find it repulsive, as do all cognizant free men, that legislators
have defrauded the people, for power sake, to rob them of their freedom, and worse a judicial system
willing to accommodate them, for power sake.

Statutes are judged by maxims, and constitutions, "*All laws, rules and practices which are repugnant to
the Constitution are null and void*". [**Marbury v. Madison, 5th US (2 Cranch) 137, 180**] "*Where rights
30 secured by the Constitution are involved, there can be no rule making or legislation which would*

abrogate them" [**Miranda v. Arizona, 384 U.S. 436, 491**] statutory law is "subjective" common law is "objective" they simply cannot co-exist without statutory law being subjective to common law.

... that statutes which would deprive a citizen of the rights of person or property without a regular trial, according to the course and usage of common law, would not be the law of the land". [**Hoke v. Henderson, 15, N.C.15,25 AM Dec 677**].

The NYSBOE violated a constitutional duty enacted for the benefit of all members of the state "No member of this state shall be disfranchised, or deprived of any of the rights or privileges secured to any citizen thereof..." [**NYS Constitution Article 1 Section 1**] never-the-less a special relationship was formed in that plaintiffs were candidates for elective office.

"The supreme court is vested with jurisdiction to summarily determine any question of law or fact arising as to any subject set forth in this article, which shall be construed liberally". (**§16–100. Jurisdiction; supreme court, county court 1**)

"The privileges and immunities of citizens of the United States, protected by the IV Amendment, are those arising out of the nature and essential character of the federal government, and granted or secured by the Constitution; and due process of law and the equal protection of the laws are secured if the laws operate on all alike, and do not subject the individual to an arbitrary exercise of the powers of government". [**Duncan vs. Missouri, 152, U.S. 382,14 SUP. CT. 570, 38 L. ED. 485**].

"The essential elements of due process of law are notice and opportunity to defend"; [**Simon v. Craft, 182, U.S. 427, 436, 21 SUP. CT. 836, 45 L. ED 1165**]; "In determining whether such rights were denied, we are governed by the substance of things and not by mere form; [**ID.; Louisville & N.R. CO. v. Schnidt,177U.S. 230, 20 SUP. CT. 620 44 L ED 747**].

Common law is objective whereas the goal is to prove the facts to serve justice. Civil law is subjective whereas the law more often than not tread on the facts in order to serve the will of the legislators.

This court has forgotten by where it gets its authority. The authority is found in our founding document, from where all authority flows, the Declaration of Independence, where we read; "*We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights...*" Progressive legislation is a feeble attempt by feeble men to legislate control and

dismiss the true authority, the People. "*People are supreme, not the state*". [**Waring vs. the Mayor of Savannah, 60 Georgiaat 93**].

60

DEFENDANT IN DEFAULT AND MUTE

This court has correctly found that "*the defendant is deemed to have admitted all factual allegations in the complaint and all reasonable inferences that flow from them*". Thereby the defendant has admitted all factual allegations for **all purposes** and taking into account the two supporting affidavits attached to the complaint, supporting documents, the common knowledge of rampant corruption in the present political process, with 1000's of available witnesses, and the contempt for the rule of law demonstrated by the NYSBOE's legal department, which is the initiator of BOE's policies, in their behavior in this case, all work in concert to fortify the plaintiffs case thereby placing great credibility to the allegations, sworn statements of facts, documents and the inferences that flow from them.

70

FIVE (5) VALID CAUSES OF ACTIONS

Plaintiffs would first point out that a complaint need only state and swear to the allegations, not prove them, that is the point of a trial, plaintiffs have offered more than a sufficient amount of evidence to support the validity of this case, reams more were sure to be accrued in the process of discovery along with anticipated scores of affidavits, in a "common law" trial by jury, which is the plaintiffs "right" specifically "demanded" by the **US Constitution 14th Amendment**, and clearly demanded in our complaint and form **See Complaint dated 11-15-11, line 6&7**.

All of the points that this court has raised are contentious and the plaintiffs have, at lease, the right to make its argument before a Jury as guaranteed in common law **see US Constitution 14th Amendment**. Plaintiffs have "clearly stated", alleged and swore too all the elements necessary for five (5) causes of actions and this court's ruling denies plaintiffs right of due process. **see United States Constitution 5th Amendment**. "*By the law of the land is more clearly intended the general law, a law which hears before it condemns; which proceeds upon inquiry and renders judgment only after trial*". [**Dartmouth College Case, 4 Wheat, U.S. 518, 4 ED 629**].

80

85 That leaves us with this court's erroneous conclusion that the plaintiffs failed to state a cause of action when in fact plaintiffs clearly stated and alleged five (5) causes of action, some of which were proven in the complaint with documents. Additionally plaintiffs need only successfully plead one cause of action.

COUNT 1 BREACH OF CONTRACT

90 Plaintiffs deny this court's conclusion that they did not effectively plead a "Breach of Contract". In the case Sun Gold Corp. v. Stillman, 2010 NY Slip Op 31896 (N.Y. Sup. Ct., 2010) the required elements for breach of contract stated and met in our complaint are:

95 ... plaintiff must establish each of the following four elements: (1) existence of a valid contract; (2) plaintiff's performance of the contract; (3) defendant's material breach of the contract; and (4) damages (Noise In The Attic Productions, Inc. v London Records, 10 AD3d 303 [1st Dept 2004] [referencing NY PJI 4:1-elements of breach of contract]; and Furia v Furia, 116 AD2d 694 [2d Dept 1986]).

100 Plaintiffs alleged [see Complaint dated 11-15-11, count 1 breach of contract line 75-83 and general allegations, line 29-54] and swore [see plaintiffs two (2) affidavits] to with documents [see plaintiffs exhibits 101 through 120] in the complaint that there existed (1) a constructive contract, that the (2) defendants breached that contract and that the (3) plaintiffs were damaged by the defendants breach.

105 Plaintiffs are taken aback in the stunning conclusion of this court in that plaintiffs have wholly failed to state any viable cause of action resting in an assumption that the oath of office does not constitute a duty of contract between the people and its servant government, all state political vacancies elected or appointed take an oath of office. The agreement between the state and the central government is the United States Constitution whereas we find in the 10th amendment "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people", it is "HERE" where the contract, at least a constructive one, was made between plaintiffs and the defendant through the purported constitutional oath's taken by defendant acting as custodians of the contract. No doubt the oath was an act of consideration. To think that government would be permitted to govern by the consent of the people (two considering parties and an agreement) without restrictions and permissions would be absurd. And it is by their ostensible oaths

110

115 defendant owed a legal duty to plaintiffs to obey the Rule of Law to the highest standard of care. The oaths created a legal duty to faithfully uphold, serve and honor the constitutions between government actors such as defendant and the plaintiffs. **[See Complaint dated 11-15-11, line 25-28; defendants obligations, line 8-16; contract and legal duty line 25-28; reasonable expectations line 55-62]**

Whenever a government officer infringes upon the Peoples common law right (constitutional) it is commonly assumed that an agreement exists, it's called a "social contract", it's the foundation of society, without which there would be anarchy.

120 *Members of the legislature, and all officers, executive and judicial, except such inferior officers as shall be by law exempted, shall, before they enter on the duties of their respective offices, take and subscribe the following oath or affirmation: "I do solemnly swear (or affirm) that I will support the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of, according to the best of my ability;" (NYS Constitution Article XIII Public Officers*
125 **Section 1.)**

Eligibility of commissioners and officers - Each commissioner and each person appointed to office by the chairman shall, before entering upon the duties of his office, take and subscribe the constitutional oath of office... (N.Y. PBS. LAW §9 : NY Code - Section 9: Oath of office;)

130 Every public officer is to take and file an oath or affirmation prior to the discharge of any of their official duties. The form of the oath or affirmation is set forth in Article XIII, Section 1 of the New York State Constitution. (New York State Public Officers Law Section 10)

Implied-in-fact contract - A contract based on the tacit understanding or an assumption of the parties and evidenced by the parties' conduct.

135 **Implied-in-law contract** - A contractual obligation imposed by the law because of the parties' conduct or a special relationship between them, an obligation created by law for the sake of justice.

"The purpose of government is to secure and protect the God-given inalienable natural rights of the people. For their part, the people must obey the laws of their rulers. Thus, a sort of contract exists between the rulers and the ruled"... But if a government persecutes its people with "a long train of

140 *abuses" over an extended period, the people have the right to resist that government, alter or abolish it, and create a new political system. , Locke*

"...it is natural and rational for people to give up some liberty in Figure of royalty order to gain security of self-preservation" ... "The condition in which people give up some individual liberty in exchange for some common security is the Social Contract" ...The purpose of a government is enforce law and serve the common protection. Wherever the government turns to favor the strong over the weak, one Seal of the king might way that the government has exceeded its legitimate function". **Hobbes**

145

"The Social Contract, or Principles of Political Right ... the government is based on the idea of popular sovereignty. Thus the will of the people as a whole gives power and direction to the state". **Rousseau**

The idea of the social contract is one of the foundations of the American political system. This is the belief that the state only exists to serve the will of the people, and they are the source of all political power [*the People*] enjoyed by the state. They can choose [*the People*] to give or withhold this power.

150

Obviously these ideas had a huge impact on the Founding Fathers, especially Thomas Jefferson and James Madison.

155

"Elements" of [Common Law] Contract - Agreement -

(A) Offer

- (1) Offeror's serious intent to be bound
- (2) Reasonably certain and definite terms
- (3) Communication to Offeree(s)

(B) Acceptance

- (4) Offeree's serious intent to be bound
- (5) Communication to Offeror

160

A Contract is a binding agreement between two or more persons that is enforceable by law and clearly there is an agreement, a consideration and an enforceable law. For this court to conclude that there is no constructive contract is illogical, a denial of our Declaration of Independence, a denial of Constitution for the United States, a denial of our New York State Bill of Rights, a total denial of common law, the core and foundation of Americas freedom.

165

COUNT 2 - BREACH OF FIDUCIARY DUTY

Plaintiffs deny this court's conclusion that they did not effectively plead "Breach of Fiduciary Duty". In the case of Shaw Creations Inc v. Galleria Enters Inc, 2010 NY Slip Op 32938 (N.Y. Sup. Ct., 2010) the required elements for breach of fiduciary duty stated and met herein are:

170

...breach of fiduciary duty has three elements: (1) a breach of fiduciary duty, (2) defendant knowingly induced or participated in the breach, and (3) damage resulting from the breach. Kaufman v Cohen, 307 AD2d 113, 125 (1st Dept 2003).

175

Plaintiffs alleged [see Complaint dated 11-15-11, count 2 breach of fiduciary duty, line 84-88 and general allegations, line 29-54] and swore [see plaintiffs two (2) affidavits] to with documents [see plaintiffs exhibits 101 through 120] in the complaint that there existed a (1) reasonable faith to believe that the BOE owed a duty obligating them to act in good faith in the receiving of their designating petition for elective office without bias. (2) The defendant abused that trust by breached that duty by throwing out or changing our designating petitions (3) Damages to the plaintiffs are obvious in that they are not in possession of their elective duty, guaranteed by our New York State Bill of Rights Article 1 Section 1, to fill vacancies caused by a direct breach of duty, abuse and trust committed by the NYSBOE.

180

COUNT 3 - NEGLIGENCE

Plaintiffs deny this court's conclusion that they did not effectively plead "Negligence". In the case of Nowak v. County of Wayne, 2007 NY Slip Op 30881(U) (N.Y. Sup. Ct. 4/9/2007), 2007 NY Slip Op 30881 (N.Y. Sup. Ct., 2007) the required elements for negligence stated and met herein are:

185

... "The elements of negligence are a duty the defendant owes to the plaintiff, a breach of that duty by the defendant, a causal connection between the breach and the plaintiff's injury, and actual injury. In the absence of any one of these elements, no cause for negligence will lie" (57A Am Jur2d Negligence §71).

190

Plaintiffs alleged [see Complaint dated 11-15-11, count 3 negligence, line 89-93 and general allegations, line 29-54] and swore [see plaintiffs two (2) affidavits] to with documents [see plaintiffs exhibits 101 through 120] in the complaint that there existed a (1) reasonable faith to believe that the

BOE owed a duty obligating them to act in good faith with a higher standard of care because of their constitutional oaths thereby protecting the receiving of the plaintiffs designating petition for elective office without bias. **(2)** The defendant abused that trust by breached that duty of care by throwing out or changing our designating petitions. **(3)** Damages to the plaintiffs are obvious in that they are not in possession of their elective duty, guaranteed by our New York State Bill of Rights Article 1 Section 1, to fill vacancies caused by a direct breach of duty, abuse and trust committed by the NYSBOE.

COUNT 4 CONSTRUCTIVE FRAUD

Plaintiffs deny this court's conclusion that they did not effectively plead "Constructive Fraud". In the case of Kopelowitz & Co., Inc. v. Mann, 2009 NY Slip Op 50712(U) (N.Y. Sup. Ct. 4/17/2009), 2009 NY Slip Op 50712 (N.Y. Sup. Ct., 2009) the required elements for construction fraud stated and met herein are:

... to establish a prima facie case of fraud, the plaintiff must establish (1) that the defendant made material representations that were false, (2) that the defendant knew the representations were false and made them with the intent to deceive the plaintiff, (3) that the plaintiff justifiably relied on the defendant's representations, and (4) that the plaintiff was injured as a result of the defendant's representation. (See Kerusa Co., LLC v W10Z/515 Real Estate Ltd. Partnership, NY3d, 2009 NY Slip Op 02482 [April 2, 2009]; Small v Lorillard Tobacco Co., Inc. 94 NY2d 43 [1999]; Channel Master Corp. v Aluminum Limited Sales, Inc., 4 NY2d 403 [1958]; Smith v Ameriquest Mortg. Corp., AD3d, 2009 NY Slip Op 02586 [2d Dept March 31, 2009]; Cash v Titan Financial Services, Inc. 58 AD3d 785 [2d Dept 2009]; Shovak v Long Island Commercial Bank, 50 AD3d 1118 [2d Dept 2008]; Sellinger Enterprises, Inc. v Cassuto, 50 AD3d 766 [2d Dept 2008]; Williams v Eason, 49 AD3d 866 [2d Dept 2008]; McMorrow v Dime Sav. Bank of Williamsburg, 48 AD3d 646, [2d Dept 2008].

Plaintiffs alleged [see Complaint dated 11-15-11, count 4 constructive fraud, line 94-99 and general allegations, line 29-54] and swore [see plaintiffs two (2) affidavits] to with documents [see plaintiffs exhibits 101 through 120] in the complaint that there existed no reason to **(1)** believe that the BOE would NOT act on behalf of the plaintiffs to properly file and properly act upon plaintiffs designating

220 petition. But instead defendants (2) misfiled or throughout said petitions in order to maintain status quo
and therefore their power.

OFFICERS OF THE GOVERNMENT OWE A TRUST AND A DUTY

225 *“Government is a trust, and the officers of the government are trustees; and both the trust and the
trustees are created for the benefit of the people” - Henry Clay*

The plaintiffs in their complaint and affidavits alleged sufficient factual allegations along with
documentation. Plaintiffs were not required to prove their case in the complaint only allege and swear
to it, which the plaintiffs have clearly done, along with documentation.

230 Plaintiffs in good faith trusted defendant, who had a fiduciary duty to protect the plaintiff's
constitutional rights to run for public office and choose their representatives and to guard elections.
Defendant knowingly breached said trust when they conspired with the two private party Associations
to maintain the control of the committeeman process in the hands of a select few and prevent access
by plaintiffs and the People. **See Complaint dated 11-15-11, line 85-86** Proven by the fact that NY
Election law 6-118 is not recognized or acknowledged by any of the 62 County BOE's due to policies and
235 procedures written and orchestrated by the NYSBOE to administer and enforce only select laws that
recognize only the executive committees as the party authorities, for gain.

NYSBOE Mission Statement - *The State Board of Elections was established in the Executive Department
June 1, 1974 as a bipartisan agency vested with the responsibility for administration and enforcement of
all laws relating to elections in New York State... **See Complaint dated 11-15-11, line 9***

240 *No member of this state shall be disfranchised, or deprived of any of the rights or privileges secured to
any citizen thereof, unless by the law of the land, or the judgment of his or her peers, except that the
legislature may provide that there shall be no primary election held to nominate candidates for public
office or to elect persons to party positions for any political party or parties in any unit of representation
of the state from which such candidates or persons are nominated or elected whenever there is no
245 contest or contests for such nominations or election as may be prescribed by general law. (New York
Constitution, Bill of Rights, Article 1, Section 1.)*

Eligibility of commissioners and officers - Each commissioner and each person appointed to office by the chairman shall, before entering upon the duties of his office, take and subscribe the constitutional oath of office... (N.Y. PBS. LAW §9 : NY Code - Section 9: Oath of office;)

250 By their ostensible oaths defendant owed a legal duty to plaintiffs to obey the Rule of Law to the highest standard of care. The oaths created a legal duty to faithfully uphold, (*that I will faithfully discharge the duties of the office*) serve and honor the constitutions between government actors such as defendant and the People of New York. **[see Complaint dated 11-15-11, defendants obligations line 8-16; legal duty, line 25-28; reasonable expectations, line 55-62]**

255

COUNT 5 CONSPIRACY

Plaintiffs deny this court's conclusion that they did not effectively plead "Conspiracy". In the case of **Cresser v. American Tobacco Co., 662 N.Y.S.2d 374, 174 Misc.2d 1 (N.Y.Sup., 1997)** the required elements for conspiracy stated and met herein are: (1) *an agreement to participate in an unlawful act;* 260 (2) *an injury caused by an unlawful overt act performed by one of the parties to the agreement;* (3) "*which overt act was done pursuant to and in furtherance of the common scheme.*" "**Lindsay v. Lockwood, 163 Misc.2d 228, 234, 625 N.Y.S.2d 393 (Sup.Court, Monroe County, 1994) citing Halberstam v. Welch, 705 F.2d 472, 477 (D.C.Cir., 1983)**

Plaintiffs alleged **[see Complaint dated 11-15-11, count 5 conspiracy, line 100-105 and general** 265 **allegations, line 29-54]** and swore **[see plaintiffs two (2) affidavits]** to with documents **[see plaintiffs exhibits 101 through 120]** in the complaint that there existed an acceptance and consideration of a contract, at least a constructive one, and clearly there had to be a conspiracy in order that the NYSBOE could covertly orchestrate such a massive, state wide, complex plan with others at the county boards and the two major parties without which cooperation and stealthy actions such a scheme would be 270 impossible.

Clearly plaintiffs have alleged sufficient facts in their pleadings to establish a cause of action of a breach of contract, conspiracy, breach of fiduciary duty, constructive fraud and negligence and this court's ruling denies logic. Plaintiffs have a right to be heard **see US Constitution 5th & 14th Amendment**

[SPECIAL] DUTY

There indeed was a special duty owed the plaintiffs clearly apart from any duty to the public in that they were defrauded candidates by the NYSBOE [never-the-less that does not give license for abuse nor prevent legal remedy of that abuse by one or all] in violation of a constitutional duty: "*No member of this state shall be disfranchised, or deprived of any of the rights or privileges secured to any citizen thereof, unless by the law of the land, or the judgment of his or her peers, except that the legislature may provide that there shall be no primary election held to nominate candidates for public office or to elect persons to party positions for any political party or parties in any unit of representation of the state from which such candidates or persons are nominated or elected whenever there is no contest or contests for such nominations or election as may be prescribed by general law*". **[NYS Constitution Article 1, Section 1]**

When the Plaintiffs filed designating petitions and the NYSBOE ordered them, through policies and procedures ignored, changed or threw out said petitions it disenfranchised the plaintiffs constitutional right to fill the elected political office of "Committeeman" which was no doubt a breach of [special] duty, an actionable tort that clearly fulfills the cause of actions for (1) Negligence, (2) Conspiracy (3) Breach of Fiduciary Duty (4) Constructive Fraud and (5) Breach of Contract. For the court to conclude that plaintiff's five (5) causes of action; was not sufficiently alleged and sworn to is inconceivable and a denial of facts.

The Committeeman is the interface between the people and the government, it is the political holy of holies (without the politics), he is the "consentor" delegated on behalf of the people referred to in the "Article of Recall" that created this great nation "*...That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed,*" [delegates, committeemen] **[Declaration of Independence]** to discard or hide this interface politically or judicially is a direct assault upon "The People" and the rights of the plaintiffs.

Plaintiffs, for the sake of the record, regrettably find it necessary to note that we are not naive as to judicial state of affairs and, what the People have found most perplexing and disturbing is that all of the energy that both the defendant and Judge Terese had put into this case to permit the state to just avoid obeying "ONE LAW", with all the back room ex-parte encounters (conversations, letters or verbal) between the defendant and Judge Terese, the assistance by Judge Terese to the defendant at the 1-19-

12 hearing such as encouraging the state to file a show cause, signaling to the state to look for returned
305 mail receipts, asking the plaintiffs "one at a time", on behalf of the "mute" defendant if we would
consider withdrawing our demand for default, the sending back of defendants papers claiming them to
be ex-parte when they were not, but with all this concern not once did Judge Terese ask the defendant
would they consider, just maybe, obeying the "ONE LAW", but Judge Terese didn't. One would think in
the interest of Justice that jurisprudence would cross the mind and cause any jurist to be alarmed, the
310 idea of the court permitting the use of the Peoples judicial process to break the law and leave its Court
continuing the breaking of the Law without at least a chastisement is alarming.

The defendant has a duty to protect voter confidence and secure the rights of the plaintiffs to choose
political representation and to exercise their right as elected committeemen to fill political office
vacancies on behalf of the People of New York but, instead has violated that obligation of duty, this
315 court likewise. Therefore the plaintiffs have been, and continue to be disfranchised by these actions as
per Article 1 Section 1 of the New York State Constitution. And because of this alarming denial of access
by anyone outside the party influence voter confidence is rapidly deteriorating because of past and
present actions by the defendant and corrupt men, empowered by the defendant, who have succeeded
in subverting the power of the people by expunging the elected committeeman and thereby shutting
320 out the plaintiffs and the People from the election process. For this court to remain silent is equally
damaging.

*"Decency, security and liberty alike demand that government officials shall be subjected to the same
rules of conduct that are commands to the citizen. In a government of laws, existence of the government
will be imperiled if it fails to observe the law scrupulously". [...Our Government is the potent, the
325 omnipresent teacher. For good or for ill, it teaches the whole people by its example...] Crime is
contagious. If the Government becomes a lawbreaker, it breeds contempt for law; it invites every man to
become a law unto himself; it invites anarchy. To declare that, in the administration of the criminal law,
the end justifies the means -- to declare that the Government may commit crimes in order to secure the
conviction of a private criminal -- would bring terrible retribution. Against that pernicious doctrine this
330 Court should resolutely set its face". [Olmstead v. United States, 277 U.S. 438 (1928)]*

THIS IS AN ELECTION ISSUE, TIME IS OF THE ESSENCE

335 Plaintiffs and many others across the state have been irreparably damaged by this courts
inconsideration of the Peoples time issue concerning the election. Plaintiffs have served three (3)
340 notices to this court that time is of the essence, that this is an election issue, that this case needs to be
put on a fast tract, that we have been and continue to be further injured by this court delays. Therefore
Plaintiffs Demand Response from this Court within eight (8) days. **see (1) Memorandum dated 1-9-12
line 8; (2) Memorandum dated 1-9-13 wherefore clause; (3) Plaintiff's Renewed Objection, Reiteration
of Strong Points & New Findings dated 2-9-12, 2nd paragraph**

In conclusion this case has already been proven in the fact that documents, two affidavits and the
twenty seven (27) named witnesses, **see plaintiffs exhibit 118**, willing to testify to all the accusations
that all led to their being disenfranchising as per NYS Constitution article 1 Section 1 by the NYSBOE
blatant refusal to acknowledge and obey election law 6-118.

345 **WHEREFORE** the plaintiffs move the court for Reconsideration/Re-Hearing of its ruling in favor of the
Defendant

All rights reserved,

350

DATE: The Twelfth Day of the Third
month of the Year of Our Lord two
thousand twelfth and the two
hundred thirty-sixth Year of Our
Independence.

John Vidurek, Sui Juris, unrepresented
Lead Plaintiff
Fax (888) 891-8977
600 Violet Ave, Suite 107
Hyde Park, New York