

20-8041 ORIGINAL  
No.

FILED  
APR 19 2021

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IN THE

SUPREME COURT OF THE UNITED STATES

DOUGLAS E. KAMPFER — PETITIONER  
(Your Name)

vs.

RICHARD ARGOTSINGER, et al — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

SECOND CIRCUIT COURT OF APPEALS  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

DOUGLAS E. KAMPFER

(Your Name)

P.O. BOX 747

(Address)

MAYFIELD, NEW YORK 12117

(City, State, Zip Code)

(518)-661-6055

(Phone Number)

QUESTIONS PRESENTED

- 1.) Is a OATH OF OFFICE a valid Contract under the Laws and Rules of this United States and the Constitution???
  
- 2.) Does the taking of a OATH OF OFFICE, provide the taker a valid property interest under the Due Process Substanive Clause of the Constitution of the United States ????????
  
- 3.) Did the Lower Courts ABUSE OF DISCRETION by not considering Pro Se Plaintiff's [FACTS] that, he was allowed to begin work and continue to work with out signing any other documents other then the OATH OF OFFICE ?????????
  
- 4.) Did the Appellate Court error in concluding, that Pro se Plaintiff Kampfer had no property interest, fundamental or otherwise in the DCO position ??????????

LIST OF PARTIES

Plaintiff/Petitioner, Douglas E. Kampfer

Defendant/Respondent, Richard Argotsinger

Defendant/Respondent, Jack Putman

Defendant/Respondent, Steven Van Allen

Defendant /Respondent, Thomas Ruliffson

Defendant/Respondent, Vincent Coletti

RELATED CASES

NONE

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OPINIONS

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JURISDICTION

This Court has Jurisdiction pursuant to Rule 10 (a) of the Rules of the Supreme Court, as the Decision of the Second Circuit Court of Appeals entered on the 7th day of April 2021 AFFIRMING the Decision of the District Court of the Northern District of New York entered on the 25th day of February 2020, has departed from the accepted and usual course of Judicial Proceedings, as each member of this court or Public Office MUST take a OATH OF OFFICE in order to obtain that position , which can only be maintained by that person who has taken the OATH OF OFFICE.

This Court has Jurisdiction in the matter, as it is from a final Decision of the Second Circuit Court of Appeals and this matter is being presented to this Court Pursuant to Rule 13 (1) of this Courts Rule of Time to Petition within 90 days after entry of Judgement of April 7th 2021.

CONSTITUTION PROVISIONS

[ AMENDMENT 14.] (1868)

Section 1.

All persons born or nationalized in the United States, and are subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

[ ARTICLE VI] of the U.S. Constitution

Section 3.

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and ~~all executive and judicial Officers, both of the United States and of the several States,~~ shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States.

CONCISE STATEMENT OF CASE

In each Pleading, including the Amended Complaint, Plaintiff states in clear and precise language, that on July 11, 2017, the Plaintiff was Appointed (1) as DCO of the Town of Mayfield and (2) at about 7:30 p.m. Plaintiff signed a Oath of Office.

Plaintiff was allowed to begin his Appointed position after signing the Oath of Office, no other documents were signed or provided ( SEE, APPENDIX C, page 5, Paragraph 3 )

Neither the District Court nor the Appellate Court, took into consideration the [ FACTS] provided in the Amended Complaint that the Plaintiff was required to sign a OATH OF OFFICE and then allowed to work will no other documents signed.

Judge Kahn of the District Court Admitts in his ruling (SEE, APPENDIX B , page 4 ) that the Plaintiff signed a OATH OF OFFICE and; and Plaintiff insists that the dates were not written on the Oath Form at the time he signed it.

"property Interest, of course are not created by the Constitution. Rather they are created and their dimensions are defined by existing rules or understandings that stem from a independent source such as State Law-Rules or understandings that secure certain benefits that support claims of entitlement to those benefits., "  
BOARD OF REGENTS v. ROTH, 408 U.S. 564, 92 S.Ct. 2701,33 L.Ed 2d.548(1972)

Here in this Case, the plaintiff was allowed to sign the OATH OF OFFICE, and allowed to begin work with no other documents signed.

With no conditions accompanying the signing of the OATH OF OFFICE and,with no dates on the OATH OF OFFICE, it is understood

that the position would be permanent.

Because there is a DISPUTE OF FACT in regards to the dates placed on the OATH OF OFFICE [AFTER] the Oath was signed, and; that those dates placed on the Oath of Office, were placed without the knowledge of the Plaintiff, that made it a ISSUE OF MATERIAL FACT, that only can be brought before a Trier of fact, therefore they are FACT DISPUTED. Summary Judgement is not proper if the nonmovant shows that there genuine dispute of Material fact, CELOTEX Corp. v. CATRETT, 477 U.S. 317,322 (1986), here the lower Courts admit that this is in the Deposition of the Plaintiff, that was taken by the Defendants attorney, (SEE APPENDIX B, DISTRICT COURT SUMMARY MEMORANDUM AND DECISION, Page 4, 2nd par, "But Plaintiff insist-----," ).

ABUSE OF DISCRETION occurs when, " Generally, a District Court abuses its discretion when it renders a decision that is arbitrary and unreasonable, U.S. v. HINKSON, 585 , F.3d 1247, 1268 (9th Cir. 2009) here both the District Court and the Appellate Court never addressed the Value , Protections, Requirements or whether a OATH OF OFFICE is a Contract, or whether the taking of a OATH OF OFFICE provides a SUBTANTIVE DUE PROCESS RIGHT.

REASONS FOR GRANTING THE PETITION

Because the OATH OF OFFICE, is one of the most important first steps any Government Official must take before entering the Elected or Appointed Position, and: because a Government Official [ CAN ] be held liable for violating the OATH OF OFFICE both Civilly and Criminally, this Case is of National importance.

Article VI, of the U.S. Constitution states that other Officials including members of Congress, " shall be bound by Oath or ~~Affirmation~~ affirmation to support this constitution." .It is a legally binding declaration, and thus is a contract.

The decision of the lower Courts not to include the stated facts in the Plaintiffs Amended Complaint( see APPENDIX C, AMENDED COMPLAINT OF PRO SE PLAINTIFF, page 5 , paragraph 3) that the Plaintiff made a legally binding OATH OF OFFICE, deprived the Plaintiff of Due Process , therefore the Rulings of the District Court and the Appellate Ruling De Novo was erroneous.

Our Country today is being infected by alledged Police misconduct, misconduct of the Elected officials, but no where are they being held to their OATH OF OFFICE.

This Court has never articulated whether the OATH OF OFFICE is a legally binding contract, ARTICLE VI states " shall be bound by Oath or Affirmation" ,is it meaning that it is a CONTRACT???

If so , then it is of National importance.

CONCLUSION

This Court must grant Certiorari, as the Questions are of National importance.

DATED: April 30, 2021

Submitted by:

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