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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
FIRST MUNICIPAL DISTRICT

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LECHNER AND SONS, )  
f/k/a/ A.W. ZENGELER, INC. ) Case No. 07 M1 116723  
Plaintiff, )  
v. )  
TRUCKING, INC. ) Judge Joyce Marie Murphy Gorman AZTEC  
Defendant, ) Presiding Judge

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CIVIL DIVISION  
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**DEFENDANT'S SHORT REPLY TO PLAINTIFF'S RESPONSE IN  
OPPOSITION TO DEFENDANT'S MOTION FOR RE-HEARING**

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NOW COMES, on this 3rd day of January 2008, the Defendant, AZTEC TRUCKING, INC., (hereinafter "Mr. Hernandez"), *Pro Se*, as and for his Short Reply to Plaintiff's Response in Opposition to Defendant's Motion for Re-Hearing, moves this Court grant his relief prayed for in his motion for re-hearing, most especially, a full evidentiary hearing regarding Plaintiff's underlying breach of contract cause of action, which hearing has never taken place, and respectfully states as follows in support thereof:

**Reply to "Background" Section**

That Plaintiff's recollection of the history of the case details the critical fact of this case, namely, that Mr. Hernandez had no notice of the Plaintiff's underlying breach of contract cause of action such that a default judgment was entered. Mr. Hernandez's active and timely participation in the litigation since receiving notice of the collection proceeding based on the default judgment proves that if Mr. Hernandez had received notice of the underlying breach of contract cause of action, then a default judgment never would have been entered and Mr. Hernandez would have been fully prepared for and

participated in a full evidentiary hearing with discovery and witness testimony which he is now seeking in the interests of justice.

That Mr. Hernandez, a non-attorney representing himself, now understands the difference between himself and his registered agent but remains unclear on how his registered agent's apparent negligence impacts the interests of justice in this case, specifically, a frivolous breach of contract complaint that Mr. Hernandez could defeat in an evidentiary proceeding.

**Reply to "Mr. Hernandez Gives Mr. Lynch His "Card" Section**

That in Mr. Hernandez's motion for re-hearing he stated, "During the proceedings on October 10, 2007, Judge Gorman made the finding that she was prepared to vacate the default judgment." Plaintiff did not oppose this statement.

That in Mr. Hernandez's motion for re-hearing he stated, "That Judge Gorman reversed her ruling as a result of opposing counsel unlawfully introducing the card into evidence before the Court in a desperate attempt to prejudice the Court against Mr. Hernandez." Plaintiff did not oppose this statement.

That Mr. Hernandez testified under oath on October 10, 2007 that he did not give Mr. Lynch the "card" on September 5, 2007. Mr. Hernandez re-states that he did not give Mr. Lynch the "card" on September 5, 2007.

Mr. Hernandez asserts that he now recalls that he gave Mr. Lynch the "card" on or about July 30, 2007. That Mr. Hernandez's memory was refreshed when piecing together the following chain of events:

(1) That Mr. Hernandez was promoting the book on the card and championing the US Constitution before the NBC 5 Studio in May 2007

(2) That as soon as he became aware that he was a defendant in a cause of action he became involved and, on July 30, 2007, he simply attempted to inform Plaintiff's attorney that he champions

the US Constitution and justice for all by giving him the card that he had been distributing widely beginning in May 2007 . That the website listed on the card, “www.injusticexposed.org,” is Mr. Hernandez’s website and “injusticexposed@gmail.com” is Mr. Hernandez’s email, when Mr. Hernandez stated this to Plaintiff’s attorney, Mr. Hernandez’s wife was with him..

(3) That Mr. Hernandez has simply attempted, in good faith, to obtain his “day in court” in the interests of justice, such that Mr. Lynch’s desperate misrepresentations to Judge Gorman on October 10, 2007 regarding the “card” which undeniably prejudiced Judge Gorman and resulted in the reversal of her oral ruling to vacate the default judgment with the statement, based on Mr. Lynch’s misrepresentation, that Mr. Hernandez engaged in “intimidation” is sanctionable.

#### **Reply to “Argument” Section**

That Mr. Hernandez opposes Mr. Lynch’s statements in his argument section, stands on his motion and case law cited therein, and simply asserts that he presented his arguments in his motion for re-hearing in good faith based on the Court’s errors in the application of the law which include constitutional rights law in the interests of justice. That Mr. Hernandez is not an attorney and as such he was not clear on the distinction of himself as separate from his registered agent at the time he filed his motion. Further, that the fact that this Court had made the ruling that she was going to vacate the judgment, in the interests of justice, before Mr. Lynch intentionally prejudiced the Court against Mr. Hernandez, was, in part, upon which Mr. Hernandez relied in his preparation and filing of his re-hearing motion in good faith.

Mr. Hernandez is simply an honest, hard-working, local businessman who cannot afford an attorney. As a non-attorney representing himself, he experiences significant anxiety when standing before a judge and is well aware that he cannot possibly create documents like a trained attorney, therefore, in closing, he cites supporting authorities which acknowledge this fact and ruled that *pro se* pleadings are to be considered without undue focus on technicality, but rather **focus on substance** and

**the just adjudication of the matter before the court;** pro se litigants pleadings are not to be held to the same high standards of perfection as lawyers. [Haines v. Kerner, 92 S.Ct. 594; Jenkins v. McKeithen, 395 US 411, 421 (1969); Picking v. Penna. Rwy. Co. 151 F.2d 240; Puckett v. Cox, 456 F.2d 233; Hughes v. Rowe, et. al. (1980), 101 S. Ct. 173]

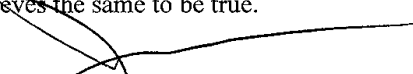
Mr. Hernandez incorporates and combines **Motion to Enter Judgment against a Third Party** as attached and filed.

**WHEREFORE**, Defendant, AZTEC TRUCKING, INC., in good faith and for just cause, and warranted in law and in fact as clearly set forth herein and in his motion for re-hearing, respectfully prays for this Court to grant his relief prayed for in his motion for re-hearing, most especially, a full evidentiary hearing regarding Plaintiff's underlying breach of contract cause of action and for such other relief that equity and justice demands.

  
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JAIME HERNANDEZ  
*Defendant Pro Se*

**VERIFICATION BY CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

  
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JAIME HERNANDEZ  
*Defendant Pro Se*