

# ASASU Supreme Court

Chief Justice Walther, Justice Haji, Justice Lombard, Justice Murphy, Justice Rios

Court Clerks Rosenkrantz and Hicks

Reassessment of Jester v. Fees Timeline

Jester v. Fees Initially Brought to the Court - April 21st, 2020

Injunction Filed - April 22nd, 2020

Hearing - April 24th, 2020

Initial Decision Filed - April 25th, 2020

Complaints Filed - April 26th-28th, 2020

Open Forum - April 28th, 2020

Final Fact Submission - May 1st, 2020

Supreme Court Reconvene - May 20th, 2020

Supreme Court Decision Written - May 22nd, 2020

Supreme Court Decision Sent to Counsels - May 27th, 2020

Supreme Court Decision made Public - May 28th, 2020

# **ASASU Supreme Court**

Decision on the Reassessment of Jester v. Fees

Chief Justice Walther, Opinion of the Court

Joined by Justice Haji, Justice Lombard, Justice Murphy, Justice Rios

Decision Filed on May 22nd, 2020

#### A. Statement of the Facts

Please refer to the decision filed in *Jester v. Fees* for the facts utilized in that case. After the decision was filed, multiple complaints were filed with the Supreme Court alleging that the Court had misapplied the Elections Code and, in doing so, were restricting students' 1st and 14th amendment rights. As these were serious allegations, the Court decided to reopen the case to review the outcome.

#### B. Jurisdiction

Please refer to the Jurisdiction in *Jester v. Fees*.

#### C. Holding of the Court

In *Jester v. Fees* the Court assigned 15 infraction points, (3 points each for 2 violations of Elections Code 5-3.1, and 9 points for a violation of 6-4.1).

The Court strongly encourages all reading this decision to please read the original *Jester v. Fees* decision to gain a more complete view of the original infractions.

The violation of Elections Code 5-3.1 refers to openly campaigning within a classroom setting. Jack Fuller, a candidate on the Fees Executive Ticket, openly spoke about and encouraged students to vote for Max Fees within a classroom. In a video submitted to the Court for the initial hearing, Jack Fuller openly acknowledges that his actions were in violation of the Elections Code, yet continues to speak about their campaign and the elections. This was done without approval of the Professor and without a script from the Elections Department. Thus we awarded 3 points for this infraction.

The second violation of 5-3.1 refers to Will Owens (a non campaign staff member) sending a message in his class with the USG voting link and a message to vote for Max Fees. This was done, again, without the approval of the professor, during class time, and by an unauthorized member of the Fees ticket. In the group chat "Max for Prez," a chat in which

Owens is a member, the campaigning guidelines were laid out clearly. Therefore, when Owens openly violated these rules after having ample opportunity to be aware of them, the Fees ticket assumed negligence, and was therefore given 3 infraction points.

The violation of Elections Code 6-4.1 refers to campaign staff members openly promoting and encouraging supporters to intentionally damage the visibility of Palmer ticket campaign materials. This violation is particularly complex in its nature, therefore the Court encourages all to read the initial decision to best understand the context of this violation.

After these violations were handed down and the infraction points awarded, several complaints were submitted to the Court alleging multiple 1st and 14th amendment rights violations towards the Fees campaign and the student body.

In regards to the 14th amendment, there have been no such violations. All counsels, both Petitioner and Respondent, were given notice of the allegations, time to prepare their facts, and an open hearing with the Court and an audience in which they could argue their side. Decisions were handed down appropriately and accordingly. At no time was the due process of either side limited or infringed.

1st amendment rights are protected by the United States, the State of Arizona, the Arizona Board of Regents, and Arizona State University.

In the Election Code, there are specific limitations on speech when it comes to actively campaigning. These limitations are in place to ensure a fair playing field for all candidates, as well as to ensure that Arizona State University remains a primarily academic institution, with little intrusion from student politics. This is why only registered campaign staff are permitted to campaign within a classroom (academic) setting, with prior approval from the Professor and the Elections Department.

In addition, consequences are laid out for intentionally and maliciously damaging another ticket's ability to be seen, to be heard, and to get their message out. Damaging the campaign materials of another ticket leads to an unequal playing field and therefore an unfair and biased election. By ensuring all tickets have access to the same resources (finances, social media, campaigning locations on campus/virtually) as well as are subject to the same consequences (infraction points and potential disqualification) the Elections Department ensures that all USG elections are as fair as possible.

All campaigns sign the Elections Code via a Google Form when announcing their candidacy. They must also attend meetings in which they are educated on the terms of the code and the potential consequences of violating the code. If a campaign sees free speech limitations within the Elections Code, and believes that they are truly infringements on the First amendment, such problems must be brought up before signing the document. Once the Elections Code is signed, all parties have agreed to understand, abide, and accept all limitations and punishments laid out in said document.

Tickets also have the ability to file complaints against other tickets for violations of a signed contract. When complaints are brought forward, it shows complicitness with the rules and punishment of the code. Both parties involved have filed complaints against other tickets in the past, therefore, both tickets have shown that they understand that consequences come with violations of a signed contract.

The purpose of the ASASU Supreme Court is not to write these rules, it is not to enforce rules that do not yet exist, but it is to enforce the rules that were agreed upon when the contract was signed. All campaigning individuals and tickets have entered into a mutual relationship with the Supreme Court when the Elections Code was signed. They agreed to follow the rules outlined, and agreed to accept all punishments laid out by the Elections Department, or further, the Supreme Court.

When a contract has been violated, it is not the fault of the contract, but of the individual or party who violated its rules.

If there were no problems with the Elections Code in February when all candidates agreed to it, then there can be no changes to the contract until the election period has ended, and all parties are released from the contract.

The Court does not find merit within the arguments of First Amendment infringement. While the Elections Code may limit certain speech, at certain times, in certain areas, it does not go beyond simple limitation. The Court must apply the rules outlined in the Elections Code, and assign the appropriate punishment when such rules are broken. If any party seeks to alter the Elections Code, then they must propose changes to the Senate, the only ASASU body with the power to alter the Elections Code.

All Supreme Court decisions are final, as laid out in our governing documents. Therefore, no appeals of Supreme Court decisions are to be entertained by the Court. Due to the specific and egregious circumstances surrounding this case, the Supreme Court granted a one-time reassessment of a case. No further Supreme Courts shall view this as precedent nor shall it minimize the finality of Supreme Court decisions.

Therefore, the Court orders:

1. The decision rendered in Jester v. Fees remains unchanged.
2. The Palmer Executive Ticket be sworn into the Executive Office as soon as possible.
3. This case be closed indefinitely, with prejudice, and no new complaints pertaining to these issues will be entertained by the Court.
4. The 2020 ASASU Tempe elections officially end.

***SIGNED BY THE ASASU SUPREME COURT***

*MAY 22nd, 2020 at 3:00 PM*