

ASUU Case No: 20180100

Type of Filing Grievance/Appeal/Impeachment: Compensation

Plaintiff(s): Chief Justice Kit Erickson

Defendant(s): Zach Berger, Jake Knight, Nam Luu, Sanga Mohmand

Issue:

The Plaintiff Kit Erickson argues that based on Article IV, Section 9, Paragraph 8.1 of the ASUU Constitution which states that “the ASUU Supreme Court Chief Justice’s compensation will be set at one hundred-fifty dollars (\$150.00) per semester. The approval of the Directors of Finance and ASUU Financial Advisor will be the only authorization required for the Chief Justice’s compensation” he should have been compensated for service as Supreme Court Chief Justice. Since there was willful withholding of compensation, Kit is also requesting a \$300 in punitive damages.

Defendants argue that based on Article IV, Section 9, Paragraph 8.1 of the ASUU Constitution which states the compensation would be “disbursed”, rather than “approved” the Directors of Finance and Financial Advisor has the power of evaluation to approve or withhold compensation from the Chief Justice. And that any actions done by the Directors of Finance and Financial Advisor were all done in good faith and therefore does not merit punitive damages.

Ruling of Supreme Court:

The presiding court has ruled unanimously that Plaintiff Kit Erickson be compensated \$150.00 per Spring 2017 Semester and Fall 2017 Semester, totaling a sum of \$300.00. This amount will be distributed in a lump sum to Plaintiff in a timely and reasonable manner. The court has ruled unanimously to deny the plaintiff punitive damages.

Reasoning of Majority Opinion:

The court would like to let it be known that Chief Justice Kit Erickson recused himself from this case. The court would also like it to be known that Abbey Feenstra recused herself from the deliberation of the case.

The five justices presided over the court and were able to make quorum (Stephanie Castro, Blake Bratcher, Richard Willie, Dillon Clark, and Blake Ecker). While justice Ariel Flores Mena was unable to preside over the court.

In the majority opinion, Justice Stephanie Castro wrote for the court that the based on the disagreement of both parties on the definition of “approval”, from Article IV, Section 9, Paragraph 8.1 of the ASUU Constitution which states that “the approval of the Directors of Finance and ASUU Financial Advisor will be the only authorization required for the Chief Justice’s compensation”, the court has the discretion to interpret the term “approval”. Specifically given that there was no stated indication of what merited approval or denial of compensation. The court has interpreted the term “approval” as an only needing a signature unless the Supreme Court Justice has failed to complete the appointed duties that were

requested during the given term. The lack of appointed duties being requested during the given semester does not indicate that the Supreme Court Justice failed to complete the appointed duties.

No evidence was provided that the plaintiff did not complete any appointed duties which are outlined in Article V, Section 2, Paragraph 1.. And as the defendants were only able to present to the court failures of the plaintiff to complete duties that are not outlined by the ASUU Constitution and Bylaws, the court does not find this as sufficient evidence to deny compensation. Also, given that the plaintiff was appointed and confirmed as Supreme Court Justice during the fall of 2016 for a 1 year term, as indicated by Article III, Section 1, Paragraph 2., and was again reappointed in Fall of 2017, the court finds that compensating Mr. Erickson will not violate Article IV, Section 1, Paragraph 1 of the ASUU Constitution. Article IV, Section 1, Paragraph 1 states, "all elected or appointed officers of the ASUU must be affirmed by taking the Oath of Office prior to receiving any form of ASUU compensation." The court rules that the plaintiff should be compensated \$150.00 per Spring 2017 Semester and Fall 2017 Semester, for a total of \$300 in compensation to be paid at the earliest possible time.

Given that there was no evidence provided that the Directors of Finance and the Financial Advisor willfully failed to withhold compensation and that the ambiguity of the term "approval" gave rise to various interpretation of the term, the court finds that the Directors of Finance and the Financial Advisor engaged in good efforts to interpret the ASUU Bylaws, thus, the plaintiff is denied the \$300.00 in punitive damages. Moreover, the court finds that the actions by the Director of Finance and the Financial Advisor were not in ill-will, causing harmful ramifications for Plaintiff. Therefore, this warrants the court's ruling to not issue the \$300.00 in punitive damages to Plaintiff.

Either party may appeal the Court decision as outlined by ASUU's Redbook Article III, Section 3, Paragraph 5.

Recommendations:

The court would like to recommend the Legislative Branch to make amendments to the Article IV, Section 9, Paragraph 8.1 in ASUU Constitution and Bylaws in order to provide a more clear and transparent definition of the term "approval," keeping in mind the need of separation of powers between the three branches.