

Case No.: 20180200

In the
SUPREME COURT OF ASUU

KADEN MADSON, et al.,
Petitioners,

v.

ASUU ELECTIONS BOARD, et al.,

Defendant.

**On the acceptance of the case to the ASUU
Supreme Court**

BRIEF AMICUS CURIAE OF THE
STUDENTS AT LARGE IN SUPPORT
OF THE DEFENDANT

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i

QUESTION PRESENTED

Whether the section in the 2018-2019 Elections packet, "Before the Election Period: \$5.00 filing fee for all candidates and their respective deposits MUST be paid by the filing deadline, January 25th, 2019 at 5:00 pm" is defining the filing deadline for all offices to be January 25th, and thus qualifying the Plaintiff to run for Executive Office.

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IDENTITY AND INTEREST OF
AMICUS CURIAE

Pursuant to established legal precedent, Gregory N. Boisvert respectfully submits this brief amicus curiae in support of the Defendant ASUU Elections Board, et al.¹

Gregory N. Boisvert served as the ASUU Assembly Parliamentarian for the fall semester. In serving of the office, Mr. Boisvert became a local expert on the proceedings of the Legislative, Executive, and Judicial bodies, and has also written numerous legislative changes as to make the ASUU processes more effective, concise, and clear. In the pursuit of streamlining of the governmental processes, he has obtained a vested interest in maintaining continuity of relations with the students he served. This case offers the possibility to disrupt that continuity and directly hurt the relations of the Government and the Student Body as well as defy the expectation of ASUU that the rules and regulations within our documentation shall be applied universally and equally. In addition, Mr. Boisvert has requested the opinion of the Student Body on the case, and the response of the Body has incited the writing and complete filing of this Brief to the Court.

¹ Pursuant to the Supreme Court's Rule 37.3(a), all parties have consented to the filing of this brief. Letters evidencing such consent have been filed with the Clerk of the Court.

Pursuant to Rule 37.6, Amicus Curiae affirms that no counsel for any party authored this brief in whole or in part, and no counsel or party made a monetary contribution intended to fund the preparation or submission of this brief. No person other than Amicus Curiae, its members, or its counsel made a monetary contribution to its preparation or submission.

SUMMARY OF ARGUMENT

In the holistic assessment of both the filling and of the plaintiff, including an extensive personal assessment by Mr. Boisvert, council with Student Body representatives, and other communications with interested parties, it is the assessment of Mr. Boisvert that Elections Registrar erroneously listed the date of filing completion for the Legislative positions in the Executive Packet. However, even reading the debated text as it is written does not support the position of the Plaintiff; the debated section is mandating the submission of the filing fees to be paid and submitted by the time of which all filing is complete, not to set the date by which the filing for the Executive election shall be completed. Furthermore, one reason the filing of the case comes from a vested conflict of interest of the Plaintiff, leading to the willful misreading of the 2018-2019 Executive Elections Packet as to be in favor of the Plaintiff's personal interest.

In addition, a ruling in favor of the Plaintiff would damage the relations and the assumption of fairness that the Student Government has with the Student Body, which has clearly expressed interest for the support of universal application of our rules and guidelines. Also, of note, a ruling in favor of the Plaintiff would be an ancillary punishment for those who have already completely complied with the rules and regulations of the Elections Registrar for the Executive Election as clearly stated in the Elections packet.

Mr. Boisvert also believes that the foundation by which the case has been built on is flawed as it does not meet the Constitutional requirement for a case to be heard.

ARGUMENT

I

THE READING OF THE PACKET

A. The Purpose of the Debated Section in the Election Packet.

The section that the Case is surrounding reads, "Before the Election Period: \$5.00 filing fee for all candidates and their respective deposits MUST be paid by the filing deadline, January 25th, 2019 at 5:00 pm" This section of the 2018-2019 Executive Elections Packet's purpose is not to define the time by which Executive filing should be complete, it is to outline the timeline by which the fees for the election shall be completed and proof of payment shall be submitted to the Elections Registrar. The section of the Executive Elections Packet that is meant to define the Executive elections timeline for filing is the calendar portion of the 2018–2019 Executive Elections Packet. In this section, it clearly defines the filing for the Presidency as to occur no later than December 7th and thus mandating that a student must have completed forty-five credit-hours. Furthermore, it has been previously established that the debated section's date was erroneously listed by the Elections Registrar due to a copying error, however, a reading of the text, based purely on the language within the Elections packet and ASUU Marketing, does not support the Plaintiff's position.

Looking exclusively at the language presented and our constitution, attention should be brought to the specific wording that the Elections Board published. In the debated section the term "filing deadline" is used. This term is also used in the ASUU Constitution, specifically Article IV, Section 1, line 1.2 which refers the point at which filing closed for the presidential elections. The two terms, while the same in text, are completely different in

context. If read with proper context, the use of “filing deadline” in the Elections Packet is referring to the time by which all filing will be completed including both Legislative and Executive which is a different subject matter than the “filing deadline” that was referenced in the ASUU Constitution, which deals exclusively with the Presidency. While this may not be clear in the localized phrasing that is being debated, in the Elections Packet, when viewed in the proper context of the marketing done by ASUU, all other promotional material, and the Elections Packet, it becomes apparent that the “filing deadline” as mentioned in the 2018-2019 Elections Packet is clearly not defining the time by which the Executive Election filing shall occur, but rather the time of which both Legislative and Executive filing shall be complete.

Furthermore, within the Election Packet the terms “filing dealing” and “filing closure” are used. The difference between the two terms, as referenced in the 2018-2019 Elections packet, is that each term is defining a separate timeframe respectively. “Filing deadline” is referring to the time frame of filing that encompasses both the Executive and Legislative filing periods. The term “filing closure” refers to a subsection of the above time frame of which, when completed, Executive filing will be closed. The Plaintiff is insisting that the “filing closure” wording is irrelevant, and the debated section’s use of “filing deadline” is the only section that should be referenced and assessed. This willful ignorance of the complete context is systemic within the Plaintiff’s case, and thus both the Plaintiff’s reasoning and the Plaintiff’s case is fundamentally flawed.

B. The Reasoning of the Plaintiff's Reading.

The Plaintiff, Mr. Madsen, has concluded that the reading of the single line discussing the timeline by which filing fees and deposits shall be paid is also defining by which the timeline of filing for the Executive Elections shall occur. Setting aside Mr. Madsen's personal aspirations briefly, the reading that has been presented by the Plaintiff does seem like a logical reading if, and only if, it is taken in isolation without the proper context of the purpose of the section that the debated section is located and the entire 2018-2019 Elections Packet and the entirety of ASUU Marketing surrounding the election, all of which clearly leads to the conclusion that the date by which Executive Elections shall close is December 7th. Mr. Madsen, however, is erroneously arguing that the document conflicts with itself and thus taking proper context both within the document and extra-document into account was unnecessary, and thus is naturally pushing for the interpretation that causes himself the most immediate personal gain.

It is now poignant bring into the discussion Mr. Madsen's personal reasoning for filing. He is actively seeking the presidency, however, by our constitutional guidelines, he is barred from office until he has taken forty-five credit hours of classwork by the time of Executive filing. In Mr. Madsen's attempt to circumnavigate our constructional prerequisites, he has willfully misread and cherry-picking the information within the 2018-2019 Elections Packet as to be more advantageous for himself and to the detriment of those candidates who have followed ASUU rules and regulations. Evidence of this willful misreading and misinterpretation comes from the simple fact that all other persons running for office have accurately assessed the December 7th date from the 2018-2019 Elections

Packet and were aware of the restrictions of the office and have filed and complied with the regulations of the office. It is for these reasons that Mr. Madsen assessed all possible avenues by which he could work around established law, including multiple pieces of legislation, and settled upon the possible conflict within the 2018-2019 Elections Packet, and has filed this case. It was entirely reasonable to expect Mr. Madsen to be aware of the restrictions and dates of filing that are tied to the Executive Election as ASUU does for all other candidates, and it is the belief of Mr. Boisvert that he was entirely aware of these barriers. In filing this case, Mr. Madsen has willfully chosen to misread and misinterpret our law as to force an exception for him and him alone. Mr. Madsen, as assessed, has only brought this case before the ASUU Supreme Court not as means to offer clarity or as a service to the Student Body, but to bolster his personal positions with our agency and to carve out an exception to our democratically instated rules for himself.

The above opinions and arguments on the reasoning for Mr. Madsen's filing have been shared directly with the author of this brief and have been reinforced, without prompt, by the members of the student body that Mr. Boisvert spoke with in preparation for this writing.

II

EFFECTS OF THE RULING

A. Impact on the Commitment of the
Elections Board and ASUU to the Student
Body.

It is established practice of ASUU that it is not the duty of the Student Government to serve one student; it is its duty to serve all with an equal hand and to apply our rules with equity and universally, and in this pursuit ASUU and its Elections Board have always made publicly available the restrictions and limitations of the Executive Election. The Elections Board has sought to set candidates up on an equal platform to run, as evidenced by the universal administration of fees, regulations, and prerequisites for all elections they oversee. This pattern of consistency on behalf of the Student Government has been the foundation of trust and fairness upon which numerous successful Administrations and Elections have been built. This case offers to set the dangerous precedent that the rules that have been enshrined into our law are but mere suggestions that can easily be overturned with one person who has more than normal knowledge of our processes and an ability to look and assess our prerequisites for office without looking at them in context.

Furthermore, such a ruling would only serve to damage the carefully crafted trust that the Student Government as a whole has spent administration over administration cultivates by sending a very clear message to those who are wanting to run before their time that all they need to do is to exploit a single line in our inforamatory packet, which deteriorates the trust that other student have in us.

II FOUNDATION OF THE CASE

A. Commentary on the Motion to Dismiss.

As stated in the Motion to Dismiss as submitted to the court by Attorney General McCubbins, is the assessment of Mr. Boisvert, as well as the students that Mr. Boisvert spoke to that the filing by the Plaintiff does not qualify for a case to be ruled. Specifically, an expansion on the “substantially injured” language as mentioned in section of Article III, Section 3, Clause 2.1 of the Redbook bylaws should be made.

It is important to stress that delaying someone running in Executive elections is not a substantial injury to that person because it has no effect on the possibilities of them running in the future, at which time the candidate shall be in accordance with our law. Furthermore, Mr. Madsen would still have plenty of opportunities within ASUU to fulfill a leadership role, chief of which is our legislative branch.

CONCLUSION

For the reasons stated above, the judgment of the Supreme Court of ASUU should be in favor of the Defendant.

DATED: December 05, 2018.

Respectfully submitted,



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