IN THE SUPREME COURT

Action No. _____

Travis Broadhurst; PLAINTIFF. versus Paul Kushner, Chair, Board of Elections; Andy Hoang, Member, Board of Elections; Arunabha Debnath, Member, Board of Elections; Joanna Zhang, Member, Board of Elections; Zaid Khatib, Member, Board of Elections; Zach Johnson, Member, Board of Elections; Lucy Best, Member, Board of Elections DEFENDANTS.	)	**Answer, Motion for Dismissal**

I. JURISDICTION

Admit:

The Defense recognizes the Supreme Court's jurisdiction in this matter, and, while it believes the case invalid, agrees that it does fall within the Court's purview.

II. STANDING

Deny:

The Defense denies that the Plaintiff has standing in this case as Title 3, Article IV, Section 630 states, for standing to be in order, the plaintiff must have "his/her rights, privileges, benefits or immunities adversely affected, restricted, impaired or diminished." The Defense argues that Mr. Broadhurst has suffered no loss of rights, privileges, benefits or immunities over the course of the signature gathering period. Further, it notes that Mr. Broadhurst has no certifiable proof that he has adversely been affected, restricted, impaired, or diminished in his pursuit for office. Regardless of the other two candidates, Mr. Broadhurst failed to receive the appropriate amount of signatures, thereby forcing him off the ballot. This was not the result of any invalid signatures, but rather was the result of a lackluster campaign that did not

have the ability to produce the needed results. Mr. Broadhurst had every **right** to compete against his fellow candidates; he had every **privilege** given to his counterparts; he had every **benefit** provided by the code, but could still not meet the signature count. He may try to cast blame on external factors, but in reality the signature count was not met because of his campaign's incapability, not because of a lack of rights.

The Defense mentions the Plaintiff's inability to attain the needed signatures and the policies under which he attempted to do so because the code specifically speaks to past actions. Using past-tense verbiage, the code intends for the establishment of standing to be used when a candidate has been wronged, not when they feel they will be wronged in the future. Mr. Broadhurst was not wronged during the signature-gathering process, as outline above. He was not disenfranchised in any way and his signatures were counted just the same as they were any candidate's. If the Board had made certain provisions for other candidates that they did not for Mr. Broadhurst, if they had counted his signatures in a different way, or if they had in any manner treated him differently than every other candidate seeking certification, then the Defense would agree with his standing. However, such was not the case. Mr. Broadhurst was treated just the same as any other candidate, and thus he asks not that this Court follow the code and react to instances that have *occurred* but rather that the Court be a proactive body. Despite the fairness of the process, he asks the Court not to judge the actions of past but to protect him from the future. This in itself should be grounds for dismissing standing as he asks the Court not to review the actions that have been taken but to foresee the future disenfranchisement of a race that hasn't even occurred.

Should the court believe it their duty to protect the plaintiff from future disenfranchisement, let it be further pointed out that he has offered no evidence that not having his name on the ballot puts him at a disadvantage. There is no quantifiable data, nor concrete proof, that lends validity to that statement. Rather, the Plaintiff simply states being a write-in candidate will hurt his chances and expects all of us to go along. He likely believes such because he views the Student Body President race in much the same way he views other electoral races. The Defense does concede that in actual political races, whether on the state or federal level, write-in campaigns are hard to win. This is largely due to the inability to form a large coalition of supporters and little publicity for the write-in candidate. However, an SBP race at this university does not equate to a state or federal race and neither should its expectations. For the large part, students are voting for a candidate because they decided to support that person or were encouraged to do so by a peer. Rarely do students log on to the Student Life page and simply "select" a candidate on a whim, not knowing the two apart. Students apathetic enough to do such are more than likely not logging on at all. Thus, it is easy to assume that when people vote for a SBP election, they log-in knowing who they will vote for already. Thus, there is no real threat to the plaintiff's electoral chances. If he has marketed himself as well as other candidates, if he has campaigned with the same vigor, then he should find no problem in finding students to type in his name rather than click on it. I will note, additionally, that Mr. Broadhurst's campaign is still very much in tact and able to do this kind of campaigning. His Facebook page continues to operate publically, two of his a-frames continue to sit on campus, and his supporters continue to advocate on his behalf. With such in mind, and without any evidence to support Mr. Broadhurst's claim, there is a reasonable

doubt that a write-in candidate is less likely to win than a certified candidate, further invalidating the plaintiff's argument for standing.

III. NECESSARY DEFENDANTS

Admit in-part:

Admit:

The Defense recognizes Title III, Chapter 7, Section 700.B.3. which states that when a "suit is based on an election action, the necessary defendants could include all parties who would be direct and adversely affected if the complaint was upheld, or against whom an injunction would have to be issued," and thus agrees, solely on this principle, that members of the Board of Elections should be named as defendants, seeing as an injunction was issued directly to them.

Deny:

The Defense overtly disagrees with the plaintiff's logic and manipulation of the code. As highlighted thoroughly above, the Board did no harm to Mr. Broadhurst over the course of the signature collecting period, treating him just as they did every other candidate. Thus, they are not to be named responsible for his failing to appear on the ticket, for they administered his period of collection and counted his signatures in the same manner that they did for every other candidates. Mr. Broadhurst failed to appear on the ticket because his campaign failed to rally the needed support, not because of any "injury" sustained by the Board of Elections. Thus, their reasoning for naming stated defendants is ludicrous and should be considered invalid by the Court.

Further, the Defense denies that all required-defendants were listed, believing that certain parties were been left out of the complaint and are thus unable to represent themselves accordingly. As the statue notes, "all parties who would be directly and adversely affected if the complaint was upheld" are entitled to be defendants. The code allows for this so that all potentially affected parties have the ability to speak on their own behalf and add a voice to the Defense. That being said, this Defense notes that two key individuals, who are mentioned in the complaint, have been left out of the listed defendants. Maurice Grier and Elizabeth Adkins would surely be directly and adversely affected should this complaint be upheld, and as such, they should be listed as defendants.

IV. RELIEF

Deny

The Defense fully denies the Plaintiff's allegations and believes the allegations were made with clear ignorance to the code. The Defense further denies the Plaintiff's allegations, recognizing a complete lack of incriminating evidence.

As said by the Plaintiff, electronic signatures can be accepted as signatures as long as they are "Onyen verified", pursuant to VI S.G.C. §404(F). The Defense does not argue this point at all and readily accepts it as a valuable part of the code. Where the Defense draws its argument is in

the definition of the word “verified”. Contrary to the Plaintiff’s argument, there is no clause in the code that requires the Board of Elections to follow precedent when considering how they will define what is “verified”, and thus “historical interpretation” is completely negligible.

Breaking from the aforementioned precedent, this Board decided to follow another path of verification. Rather than having signees “log-in” in order to sign a petition, the Board had each candidate collect a signee’s onyen and PID, along with other pertinent information. It was through these two means of identification that the Board verified every signature collected by a candidate. This change in verification procedure was completely within the Board’s purview as stated in Article 6, Chapter 4, Section 401.A6. “It shall be the duty of the Board of Elections with the support of the Division of Student Affairs to determine the standing of all candidates qualified for election by petition or write-in.”

With that power, the Board changed what was a dated system. Any nonpartisan observer could see that the means of verifying signatures was a valid system. Each onyen had to match the corresponding PID, meaning that individuals could only sign for themselves as they are the only ones who know their PIDs. If an onyen did not match the corresponding PID then that signature was discounted. Regardless, at the end of the day, when the Board was going through the process of ensuring that each person who signed did so on their own accord, the system they used was completely respectable.

With this understanding of how the system worked, the Defense hopes the Plaintiff’s fears of fraud have been put to the side. While the Defense admits that there are many ways to collect Onyens, it notes that the University does not give out any student’s PID. If the Plaintiff does know of ways to collect PIDs then perhaps it is his past actions that should be looked into. The Board believes, with complete certainty, that each signee represented on the final vote sheets did so on their own accord and by their own hand. They have such faith because they trust the verification system the Code let them established.

With all said, the Defense strongly disagrees with the Plaintiff in their pursuit to remove Ms. Adkins and Mr. Grier from the ballot. The verification system was not only valid but it was allowed by the Student Code, and thus no signatures from the certified candidates should be removed.

V. DEMAND FOR JUDGEMENT

The Defense asks that the Court take the aforementioned argument and consider it heavily. In such consideration, the Defense asks that the Court recognize the Plaintiff’s lack of standing, lack of evidence, and lack of argument. This is, at best, an attempt to discredit a candidate’s opponents, hoping to elevate his chances by destroying other’s. At worst, this is a part of a larger operation in which external forces are seeking to influence the Student Body President election and its results, using the Plaintiff only as a pawn. It is with this in mind that the Defense asks for the following:

(1) That this case be completely dropped, understanding that the Board of Elections has not infringed the code in the least during its process of signature verification.

(2) That the Court lift its injunction so that the students of the University of North Carolina may vote for a Student Body President and let their voice be heard.

I do affirm that I have read in full the foregoing brief and that the allegations contained therein are true to the best of my knowledge and belief.

Respectfully submitted,

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