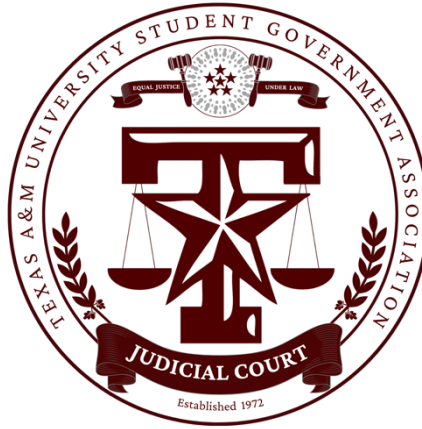


Chief Justice: John David Nesmith

Email: chiefjustice.tamu@gmail.com

www.jcourt.tamu.edu



THE JUDICIAL COURT OF TEXAS A&M

Petition for Writ of Certiorari

Petitioner Information

Name: Christian Newton

Email: nwtchrist@tamu.edu

Phone: [REDACTED]

UIN: [REDACTED]

Filing Against

Name: Yasaswi Gogineni

Organization: Election Commission

Position: Commissioner

Statement of Relevant Facts

The following email correspondence was conducted between members of the All In 4 Newton Campaign Team and the Election Commissioner:

On Friday, January 27th, a member of the campaign team emailed the Election Commissioner asking:

"Is it permissible for a campaign to purchase used items from an individual as long as there is an invoice of the transaction meeting the requirements of a receipt?"

On Saturday, January 28th, the Election Commissioner emailed the following response:

"You can buy items from others but you will have to Fair Market Value (Section B of expense report) those

items as proof of purchase."

On Saturday, January 28th, a member of the campaign team emailed the Election Commissioner asking:

"I am looking to see why used items would need to be expensed at the fair market value price rather than the price that was paid for the item if there is an invoice?"

On Monday, January 30th, the Election Commissioner emailed the following response:

'An invoice does not show proof of purchase, but rather a request for payment. It does not meet the third requirement for a valid receipt. "To be considered valid, a receipt must have all of the following qualities: (i) Vendor with contact information (website or phone number preferred) (ii) Date of purchase. (iii) Verification of amount being paid in full (iv) Itemized list of purchases".'

On Monday, January 30th, a member of the campaign team emailed the Election Commissioner asking:

"In the past, the Election Commission has allowed bank statements or a screenshot of the bank transaction as verification of the amount being paid in full. Does that plus the invoice count as a receipt? Or could a used item seller individual provide a receipt that would qualify and how would it be different than an invoice?"

On Monday, January 30th, the Election Commissioner emailed the following response:

"We will accept invoices if a bank statement is submitted along with it."

Explicit permission was received from the Election Commissioner that the regulations permit the All In 4 Newton campaign to purchase used items from an individual as long as an invoice and a bank statement transaction are included to meet the requirements of a receipt to expense these purchases.

Following the permission granted by the Commission, the All In 4 Newton campaign reached out to a few individuals to see if they would be willing to sell used items. The individuals agreed to sell their used items at the value provided on the invoices. The individuals also agreed to provide the materials and receive payment at a later date. While the campaign believed that the majority of the used items would not even need to be purchased and should not be required to be expensed, the campaign still made the effort of purchasing these used items out of an abundance of caution.

When individuals or companies sell products or services, it is not unusual for materials to be received first and the purchase to be completed at a later date. Individuals providing videography or photography services, custom merchandise sellers, and individuals selling used goods have the ability to provide goods and services first, and request that payment be done by a future deadline to complete the purchase.

To double check that the method of purchasing and expensing used items was acceptable by the Election Commission on Wednesday, March 1st, a member of the campaign team emailed the Election Commissioner asking:

"If [items like] a baseball or beads need to be expensed, can they be purchased used from someone provided that there is a bank transaction and invoice information required by the regulations?"

On the same day, the Election Commissioner emailed the following response:

"Yes, invoice (with vendor, contact info, date, and itemized list) + bank statement will suffice."

If at this point, the Election Commissioner stated that a bank transaction and invoice information were not acceptable, the campaign would not have gone through the effort of formalizing the required invoice documentation

for the previously-made agreements with the vendors, and chosen to submit Fair Market Value (FMV) of these items instead.

To triple check that the method of purchasing and expensing used items was acceptable by the Election Commission, a member of the campaign team emailed the Election Commissioner asking:

"[A member of the campaign team's] roommate is... on the football team. He sold us his helmet for \$1 since he will no longer be continuing football here next year... Does the attached invoice work if we attach the Cashapp/Venmo transaction?"

In this email, the exact same invoice that was used in the expense report was attached.

The Election Commissioner emailed the following response:

"Yes"

Out of an abundance of caution, explicit permission was received not once, not twice, but three times from the Election Commissioner that an invoice + bank statement can be used to expense the purchase of used items from individuals.

In formalizing documentation for the previously-made agreements, the campaign shared invoice templates with the vendors to ensure that the agreement was placed in writing for use in the expense report.

On March 7th, the following reported complaints were posted by the Election Commission:

- 1. "The Candidate falsified documents by coming up with a shell company, Pedram's Playhouse to improperly expense for donated items as opposed to gaining a fair market value. In the evidence provided through email (an audio recording so it could not be uploaded properly) the phone number provided for Pedram's Playhouse is called and confirms that this is a fake company. This shows the falsification of the documents as well as an ethics breach and violation of the Aggie Honor Code."*
- 2. "The candidate did not properly expense for donated items, specifically the Aggie Speedflex Football helmet from "Devin Price is Right Store". The invoice is given on 3/1/23 while the helmet was used in a post on February 12th. This means that it was either improperly expensed and would need a fair market value, or the helmet was donated and a false invoice was made."*
- 3. "Christian's receipts for Devin Price is Right Store, Pedrams Playhouse and Kylee's Sorority Supplies are invoiced for March 1st, 2023, way after the items were used and therefore cannot be valid receipts because the items were used before being purchased. A fair market value form would've been appropriate for these items or the actual receipts for these items. In the evidence provided, the supplies cited as "Kylees Sorority Supplies" were used "3 days ago" which would be February 28th, while the receipt cited the purchase as March 1st. The football helmet cited in "Devin Price is Right Store" was posted on February 12th, way before the date cited on the receipt as March 1st."*

The decision resulting from the complaint was as follows:

"Disqualification. There are a couple of factors that contributed to the analysis of the Commission:

- 1. With the conglomeration of the identical invoices, 2 of which have identical customer ID's (invoices 5 & 7), it can be deduced that the invoices were not created by three separate vendors as was stated.*
- 2. After further investigation, the Commission has also concluded that the invoices (most notably, invoice 5) were created after the items were utilized in campaign material. They were not sold prior to their usage. Therefore, these items are "donated material". According to Article VII. Section 1. (b) (3) All donated materials are to be expensed at fair market value, regardless of quality. There are over 20 items that should have been expensed at Fair Market Value.*

3. *Rather than a single instance, after viewing the multiple invoices, it was deemed that over 20 purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates and transparency of the elections.*

4. *With the conglomeration of the three invoices, and the status of the items being “donated material” rather than “purchased material”, the Commission is provided with ample evidence that the candidate has, on multiple occasions, abused the financial fairness of the fair market value and elections process. ”*

The following are the relevant statements pertaining to the factors that contributed to the analysis of the Commission:

Factor 1: *With the conglomeration of the identical invoices, 2 of which have identical customer ID’s (invoices 5 & 7), it can be deduced that the invoices were not created by three separate vendors as was stated.*

Customer ID is not one of the four components of a valid receipt. When the campaign shared the invoice template that was found on the internet, a customer ID was already included on the invoice and the vendors did not alter the ID, as it had no significance to the four required components. Two of customer IDs being the same does not provide any evidence or room for deduction that three separate vendors were not utilized, especially when the three bank transactions were provided along with the invoice. The Election Commission claims that "the invoices were not created by three separate vendors as was stated." Nowhere was it stated that an invoice was created by three separate vendors, nor does one of the components of an invoice provided by the Election Commissioner include that a vendor must create an invoice all by themselves without the help of the campaign.

Factor 2: *After further investigation, the Commission has also concluded that the invoices (most notably, invoice 5) were created after the items were utilized in campaign material. They were not sold prior to their usage. Therefore, these items are “donated material”. According to Article VII. Section 1. (b) (3) All donated materials are to be expensed at fair market value, regardless of quality. There are over 20 items that should have been expensed at Fair Market Value.*

According to <https://definitions.uslegal.com/i/invoice/>, an invoice is: *"a document or electronic statement stating the items sold and the amount payable. It is also called a bill. Invoicing is when invoices are produced and sent to customers. It is used to communicate to a buyer the specific items, price, and quantities they have delivered and now must be paid for by the buyer."*

Invoices do not need to be created prior to the delivery of goods or services. Invoices are just formalized documentation of itemized goods or services that were agreed upon to be purchased and paid by a certain date. The Election Commission has provided a conditional argument that if a product is not paid for prior to its usage, then it is a donation. This conditional argument is false in the goods and services market, especially when considering an invoice - a formal document that states what has already been verbally agreed to. An agreement can be made between two individuals where payment for a good or service to complete a purchase is made following the agreement and delivery of the good or service. This can typically occur during the purchase of custom merchandise, videography and photography services, and used goods.

Therefore, it can not be reasonably determined that the items listed on the invoice are donated items. Donated items would have to be provided for free, and these items were purchased from individuals as evidenced by the bank transactions.

Factor 3: *Rather than a single instance, after viewing the multiple invoices, it was deemed that over 20 purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates and transparency of the elections.*

The campaign team was extremely careful to follow all regulations and asked the Commission three different

times if used items may be purchased from individuals. We do not agree with the Election Commission's claim that the purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates. We believe that the value of used items from the vendors that we purchased from is completely subjective and up to any individual who is selling the used items to determine. For example, let's say a girl named Samantha wants to sell her used tshirts that she has no use for at the cost of \$1 each, that is then the value of the item. We do believe that something as subjective as the value of a used item can be determined by the Election Commission using the value of brand new items.

Factor 4: With the conglomeration of the three invoices, and the status of the items being "donated material" rather than "purchased material", the Commission is provided with ample evidence that the candidate has, on multiple occasions, abused the financial fairness of the fair market value and elections process.

The regulations state that "All campaign materials must be expensed at actual cost." All campaign materials were expensed at their actual cost of purchase. These items were used and opened, and had very little value to the seller. These items cannot be considered donated, because they were not provided to campaign for free, and this is clearly demonstrated by the Venmo and Cashapp transactions provided. The conclusion that the Election Commission has made that these items were donated just because the invoice included the date of payment and not the date of agreement is not accurate.

Moreover, it's important to note that the majority of used materials that were purchased and expensed out of an abundance of caution, though it should not have been necessary to expense them in the first place, including all sorority items utilized in the video of support from sorority members, all sports items utilized in the video support from students athletes, and the football helmet that Christian wore in the football locker room.

Applicable Statute(s)

V S.G.A.C. §601.6(3) states "(1) Major violations. Major violations include, but are not limited to: proven offenses against local, state or federal law to any degree; sabotage of opposing campaigns; voting fraud; falsified documents (with proof included to show falsification, including finance reports); campaign ethics violations; obstructions of the free and fair nature of voting; and violations of the Aggie Honor Code."

V S.G.A.C. §601.6(3) (a)(1) (ii) states "Falsification of documents refers to the intentional and substantive corruption of documents that undermines the transparent nature of the election"

V S.G.A.C. §601.6(3) (a)(1) (iv) states "The Election commission may determine what constitutes significant ethical violations based on judgement of common sense and reasonability, in accordance with the Election Commission's duties to uphold a free and fair election, to look after the safety of their fellow students, and to adhere to the standards of the Aggie Core Values."

V S.G.A.C. §601.4(b) states "Disqualification shall only be applied in cases where the violation can be confidently determined to undermine the free, fair, and safe nature of the election, or the candidate has committed an act which prevents them from maintaining qualification as a candidate within the current election."

V S.G.A.C. §601.7(1) (a) states "Each candidate for any office shall be required to keep accurate, up-to-date records of all campaign receipts and expenditures."

V S.G.A.C. §601.7(1) (a)(1) states "The term "expenditure" is defined as the fair market value or actual cost, depending on the appropriate circumstance, of all campaign materials used or obtained by any candidate in their campaign and any fines incurred by the candidate. To be considered valid, a receipt must have all of the following qualities: (i) Vendor with contact information (website or phone number preferred) (ii) Date of purchase. (iii) Verification of amount being paid in full (iv) Itemized list of purchases."

V S.G.A.C. §601.7(1) (a)(3) states "Actual cost is defined as the cost as enumerated on an official sales receipt including the cost of tax."

V S.G.A.C. §601.7(1) (a)(6) states "The term "campaign materials" shall be defined by Article 4 Section 3 Subsection a."

V S.G.A.C. §601.4(3) (a) states "Campaign materials are defined as anything distributed or displayed for the purpose of soliciting votes for a candidate."

V S.G.A.C. §601.7(1) (b) states "Candidates must use the following system when determining the expensed cost of materials: (1) All campaign materials must be expensed at actual cost... (3) All donated materials are to be expensed at fair market value, regardless of quality."

V S.G.A.C. §601.7(1) (c) states "It is the responsibility of the candidate to assess a fair market value for any donated campaign materials or campaign materials used without any proof of payment"

How the statute(s) is / are applicable

In accordance with V S.G.A.C. §601.4(b), a candidate receives disqualification when the candidate must have been confidently determined to undermine the free, fair, and safe nature of the election.

In accordance with V S.G.A.C. §601.6(3), disqualification is an action that results from a major violation, which include but not limited to: proven offenses against local, state or federal law to any degree; sabotage of opposing campaigns; voting fraud; falsified documents (with proof included to show falsification, including finance reports); campaign ethics violations; obstructions of the free and fair nature of voting; and violations of the Aggie Honor Code.

In the circumstance of the reported violation resulting in disqualification, there were no proven offenses against law to any degree, no sabotage of opposing campaigns, no voting fraud, no obstructions of the free and fair nature of voting, and no violations of the Aggies Honor Code.

In accordance with V S.G.A.C. §601.6(3) (a)(1) (ii), "Falsification of documents refers to the intentional and substantive corruption of documents that undermines the transparent nature of the election." There were no falsified documents, nor proof of falsified documents. The Election Commission applies a false conditional argument that because the Customer ID is the same on two invoices, that the documents were not written by three separate vendors as was stated. The Commission applies another false conditional argument that because the date of payment to complete the purchase of a material was after the usage of the material, then the item must have been donated. This is simply not the case, because the nature of an invoice is to provide formal documentation for a verbally agreed upon decision to purchase used campaign materials for which the payment would be completed by March 1st, as indicated by the date on the invoice. A donated item is an item that was received for free to use for campaign purposes. However, the campaign materials were paid for at an agreed upon date as displayed on the Expense Report with screenshots of the bank transactions.

The value of a campaign material is determined in accordance with V S.G.A.C. §601.7(1) (a)(1,3), which states that an expenditure is the actual cost of an item, and actual cost is defined as the cost after sales tax on a valid receipt. Invoice 5 was provided to the Election Commissioner in advance, and was approved as a valid receipt as long as the bank transaction was provided as well. If Invoice 5 and a bank transaction are considered a valid receipt, then it can be reasonably assumed that Invoices 6 and 7 meet the requirements of a valid receipts too. The Election Commission establishes a false argument that "rather than a single instance... it was deemed that over 20 purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates and transparency of the elections." The Election Commission is not granted the authority to determine the value of a used good. The Commission has subjectively determined the value of used goods, and arbitrarily claimed that the materials were undervalued, and therefore deserving of disqualification. However, the value of a used good is the actual cost of the used good that an individual decides to sell their product at as displayed on the valid receipts. In fact, the Election Commissioner was asked when the campaign triple-checked if an invoice was valid if a campaign team member's roommate sold their used helmet for \$1, the Election Commissioner responded "yes".

In summary, the Election Commission has used multiple false conditional arguments to disqualify Christian Newton from his Student Body President candidacy.

1. If two invoices on an invoice template shared with vendors had the same customer ID, it cannot be argued that the invoices were not made by separate vendors as stated, when the customer ID component on an invoice is a completely irrelevant and unnecessary receipt component, there was no statement that invoices were made by separate vendors, and there is no requirement that invoices are made by separate vendors without the help of the campaign to share an invoice template.
2. If the date of payment and creation of an invoice is listed following the usage of materials listed within the invoice, it cannot be argued that the materials should be considered donated, when it is completely permissible to pay for items after they have been received at a later date and a bank transaction is provided to evidence that the items were not received for free.
3. If the actual cost stated on an invoice for used goods was not at the fair market value that the Election Commission determined, it cannot be argued that the used goods were intentionally and substantially undervalued, when the value of the item is the actual cost of the item as determined by the seller and it was explicitly approved by the Election Commissioner that the purchase of a used football helmet for \$1 qualifies as a valid receipt.
4. After asking and receiving approval for the submission of valid receipts from the Election Commissioner three different times, the Election Commission has asserted that Christian Newton has abused the financial fairness of the fair market value and elections process, and is thus deserving of disqualification. This simply cannot be a reasonable judgement based on common sense when the campaign had made multiple efforts to ensure that the documentation of receipts for the purchase of used goods was valid.

Therefore, the All In 4 Newton campaign vigorously denies any assertions made by the Election Commission to disqualify Christian Newton, including:

1. The invoices 5, 6, and 7 were not created by three separate vendors as was stated.
2. The invoices 5, 6, and 7 contain donated materials because the date of payment was after the materials were received.
3. Over 20 purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates and transparency of the elections.
4. The campaign has abused the financial fairness of the fair market value and elections process.

Desired Result

Overturing the disqualification of Christian Newton's candidacy for Student Body President and a retraction of the statement listed under the "Decision of Commission," especially the portion that states that "over 20 purchases were intentionally and substantially undervalued for the purpose of undermining the equal budget given to all candidates and transparency of the elections," and "the candidate has, on multiple occasions, abused the financial fairness of the fair market value and elections process."

By signing this document, I hereby certify that all written statements herein are true and correct. I further acknowledge that the submission of false statements is a violation of the Aggie honor code.

Digital Signature: Christian Newton

Date: 3/5/23