

**DATE: 4/13/26**

**WKU JUDICIAL COUNCIL MINUTES**

**Written by Judicial Council**

**Revised by Chief Justice Stirling**

***Hearing for Marshall, Blankenship, & VanRude***

**Call to Order:**

7:09 PM

**Attendance:**

- ❖ Chief Justice Stirling
- ❖ Associate Justices Hash, Grawe, Spiess (quorum of 4 met)
- ❖ Defendants Marshall, VanRude, Blankenship (late)
- ❖ MBV Campaign Team

**Minutes:**

- ❖ Opening Statement: Chief Justice Stirling
  - The Judicial Council, by and through its constitutional duty of the election, is acting as a neutral third party, bringing forth no preconceived notions.
  - The hearing procedure was explained thoroughly, and the order of events was explained.
  - Violation brought on behalf of the Judicial Council, per their right in the 2026 Spring Election Codes, page 6.
    - i. 3.11 *Distribution of perishable food items shall be prohibited within 48 hours of any election.*
- ❖ Defendant MBV's Response:
  - i. MARSHALL:
    - Kiera Mobley distributes Red Bulls as an ambassador, Marshall said she was "part of the campaign", says the MBV campaign did not distribute the Red Bulls, they are not sponsored by the brand, Kiera was handing them out beside their table.
    - They thought Red Bull was not perishable, "did some research" beforehand, but never handed any out, they just researched that to be extra safe.
    - Trying to run an "honest campaign" wanted to make sure they were in full compliance with the Codes.
    - Didn't supply the Red Bull, didn't give out Red Bull.
    - Admits that reposting the photo was careless, but stands firm that Red Bull was "not affiliated" with their campaign during this time.

ii. VAN RUDE:

- Echoes everything Marshall said.
  - ◆ JC NOTE: At the beginning of the hearing, Van Rude mentioned that there was no discussion of the campaign in conjunction with Kiera's distribution of the Red Bulls. People would simply "come up to the table asking about the flavor" and that was all.

➤ ***Defendant Marshall asked if anyone from his campaign team would be allowed to speak. Traditionally, only the Defendants and Judicial Council are given the opportunity to speak and ask questions, however, as there were multiple members of the campaign team in the room, and their actions have been called into question, Chief Justice Stirling opened the floor to comments and questions.***

iii. CAMPAIGN TEAM:

- LJ: Things need to be more specific in the Constitution/Election Codes. He's watched his sister go through NIL contract-processes and noted how each of *those* contracts are very specific and finely tuned.
  - ◆ CJ Stirling: These are not NIL contracts. We have a verbal process of hearing the election codes and their explanations so issues like this do not occur. That is why code meetings are required and that is what you sign off on in the packets.
  - ◆ ACJ Hash: Contractual law and constitutional law also serve two different purposes. Contractual law is fine-tuned and tailored to a specific agreement, situation, and transactional context, whereas constitutions and codes are meant to be widely-applicable to a variety of situations within a government or organization.
    - If we simply said "food or drink" this creates just as much ambiguity. Mints? Gum? Drink flavor packets? Perishable food items is the most widely applicable term, hence our decision to keep it in the codes this past semester. While we understand how the term can be confusing, this is why we require you to both read the codes AND attend a code meeting where we explain the practical application of the term.
- FAITH ROSE: Google says Red Bull is non-perishable.

- ◆ ACJ Hash: This is not an applicable definition to the Election Codes. A Google Search (specifically the Gemini AI result she referenced) shows results regarding general food safety guidelines and references the FDA, not legal applications/how we legally *define* and *categorize* items for human consumption. In a legal context, anything with an expiration date, that is made for human consumption, that has the potential to deteriorate in quality over time is considered a perishable food item.
  - Red Bull’s official website recommends refrigerating the beverage to maintain quality.
  - Anything that requires additional care to maintain quality is legally considered perishable.
  - This designation is not up for debate.
- ◆ Justice Elms: Serves as a professional representative of Red Bull and holds the same position as Kiera Mobley. She is not allowed to hand out expired cans because they are lower in quality and safety of consumption after a certain amount of days. This qualifies the drink as a perishable item, unopened or not.
  - Emphasizes again, whether or not Red Bull constitutes a “perishable food item” is not up for debate in this hearing.
- FAITH ROSE: Not everyone on a campaign team is pre-law or works with legal issues everyday, it isn’t fair to assume that everyone on the campaign team understands what the legal definition of “perishable” is.
  - ◆ CJ Stirling: Reiterated that this is why we require you to both read the codes and attend the meeting. Precedent from the Flynn Cook hearing solidifies that ticket members are responsible for educating members of their campaign team on election codes and rules.
    - Meeting minutes from the Election Code Meeting that Marshall, Blankenship, and Van Rude were in attendance for reflect that perishable food items were defined as any food or drink.
    - It is the responsibility of the ticket members to either campaign by themselves within these codes and regulations, or relay that information to their campaign team.

- ◆ ACJ Hash: Emphasized that JC has never asked anyone to understand the legal ins and outs of fine print or ambiguous language.
  - Reiterated that JC is a resource to candidates, and that the MBV campaign understood this. They've asked multiple questions to JC regarding ambiguous language and grey areas in the fine print that JC has promptly and happily answered.
  - Those appointed to JC were appointed *because* they understand those legal ins and outs and how to read the fine print, either through legal classes or work experience at a firm.
  - JC seeks to make that confusing fine print comprehensible to students without that experience, hence why we held an Election Code Meeting where we simplified all the confusing language and have answered questions throughout the week.
- ◆ CJ Stirling: Re-emphasized that the confusing nature of “legalese” and “fine print” is why ALL candidates are required to attend an Election Code Meeting AND read through the Codes themselves, not just one or the other, but BOTH.

➤ ***Chief Justice Stirling calls an end to the period of defense due to the repetitive and slightly unprofessional nature of the conversation presented by the campaign team. This does not reflect the merit of the defendants.***

❖ Questioning Period:

- Is Kiera Mobley a part of your campaign team?
  - i. She helps us campaign, but is not part of their “main campaign team.”
  - ii. Stated that she was “part of the campaign though.”
  - iii. Reiterated that she was handing out the Red Bulls, not any of the three ticket members.
- Did she endorse your ticket?
  - i. Yes, she has been on their campaign Instagram before, it's been taken down since.
  - ii. She frequently tables with them, but a lot of people who aren't a part of their “main campaign team” table with them too.
- Did she leave the Red Bull case at your table/was it set up there?

- i. No, she just brought some Red Bull cans over to the table and handed them out nearby.
- In the photo that was posted to the MBV Campaign Instagram story, Jaden and another student (of whom is noted for the record to NOT be on the ticket or campaign team for MBV) were holding Red Bulls, MBV flyers, with the caption, “Come Get a Red Bull!” You’re claiming that this post is NOT affiliated with your campaign?
  - i. That post was not affiliated with the campaign. They shouldn’t have reposted it. Marshall holds that Kiera was saying to come get a Red Bull from HER, not the campaign.
- Is the post still up?
  - i. Marshall: It shouldn’t be.
  - ii. JC NOTE: Checked to see if the story was still available to the public, and it was.
    - CJ Stirling advised that they remove the story immediately. This was also advised earlier in a one-on-one meeting with Marshall, where CJ Stirling was assured the post would be removed.

❖ **Verdict:**

- In a unanimous 4-0 decision, the Judicial Council finds the defendants guilty of violating section 3.11 of the Election Codes.

- i. **Majority Opinion:**

In the matter before the Judicial Council, we are asked to determine whether the actions of the defendants constitute a violation of Section 3.11 of the Student Government Association Election Codes. Upon review of the evidence presented, the Council finds, in a unanimous 4–0 decision, that a violation did occur.

Section 3.11 prohibits the distribution of items in a manner that confers an unfair advantage during the election period. The evidence demonstrates that members of the ticket engaged in conduct that falls within the scope of this prohibition. While no formal complaint was filed, the Council finds that it is not precluded from acting when credible evidence of a violation is brought before it, particularly when doing so serves the integrity of the electoral process.

However, the Council also recognizes the importance of preserving the stability and fairness of the election itself. The violation, while clear, does not rise to a level warranting removal from the ballot or disruption of the election timeline. Instead, the appropriate remedy is one that both

acknowledges the misconduct and establishes precedent for future elections.

Accordingly, the Judicial Council issues a formal **censure** of the **action** of Jaden Marshall, Kaden Blankenship, and Miles VanRude. This censure serves as a public denunciation of the conduct in question and a clear statement that such actions are inconsistent with the standards set forth in the Election Codes.

The Council further strongly recommends that the ticket implement clearer internal controls, particularly with respect to campaign coordination and social media oversight, to prevent similar violations in the future.

This ruling does not alter the status of the election or the eligibility of the candidates. Nevertheless, the record shall reflect that the Judicial Council does not condone violations of Section 3.11 and reaffirms its commitment to upholding the integrity of the electoral process.

**It is so ordered.**