

Texas State University**Student Government****Supreme Court****Syllabus****Johanna Ajayi vs. Seth Huteson****Opinion 26-01**

Complaints received – March 30th, 2026. Argued – April 2nd, 2026. Opinion Issued – April 5th , 2026.

The court received two complaints from Johanna Ajayi (referred to as the petitioner) alleging that Seth Huteson (referred to as the defendant) the defendant received an endorsement from a university funded organization and unfairly used resources from IFC for campaigned. The complaints alleged:

1. The alliance has not only received a formal endorsement from the IFC Council on Instagram, which appears to conflict with Article 7, Section B of the SGEC.
2. IFC money was reportedly used to rent the stadium, around \$200 per hour, for campaign photos, and possibly to pay for a photographer as well. These resources were not made available to other candidates or alliances, giving the Horizon Alliance an unfair advantage and raising serious concerns about the equitable use of student organization funds.

The Court convened a hearing on this matter on April 2nd, 2026. We analyzed the presented arguments from the petitioner and the defense, the submitted evidence, our cross examination, and the Code of Laws to make our determination on this matter.

The court holds:

1. For the first complaint, Mr. Huteson is not guilty of receiving an endorsement from a university funded organization.
2. For the second complaint, Mr. Huteson is not guilty of unfairly using resources not made available to other candidates.

Chief Justice Downey delivered the majority opinion for a unanimous court in which Justices Pickle, Hernandez, Ramon, and Smith joined.

Texas State University

Student Government**Supreme Court**

Unanimous Opinion

Johanna Ajayi vs. Seth Huteson

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Chief Justice Elliott Downey delivered the unanimous opinion of the court.

The court would like to note that the petitioner of this case Johanna Ajayi emailed the court and requested that Keller Hammock represent her in this case.

I

For the first complaint, the petitioner provided the court with a series of pictures that showed the defendant and his Vice President at the football stadium in suits taking photos with IFC. There was an additional photo with their campaign ticket (New Horizon Alliance) on it. The petitioner alleged that the two candidates had the same pen on their suit and were wearing the same clothes showing that they were using their IFC photoshoot for their campaign pictures.

The court referred to advisory opinion 26-03:

“The court views a university funded organization as any registered student organization that receives a yearly or continuous income or funding from the university that is not allocated for a specific use.”

Using this definition for classifying a university funded organization the court views IFC as not falling under these criteria.

IFC receives funding from dues that are paid by its members and not from the university. Therefore, it was the opinion of the court that IFC does not classify as a university funded organization and therefore an endorsement by Mr. Huteson’s campaign would not constitute a violation of the Student Government Election Code.

II

For the second complaint, the petitioner alleged that the defendant unfairly used funds that were not available to other students. Additionally, the petitioner alleged that they had called the stadium and had been told that to rent it out it would cost \$200 every hour.

When questioning the defendant about this, Mr. Huteson stated that IFC had only had the stadium for 1 hour.

The petitioner also alleged that the defendant used a professional photographer and valued that service as being over \$50. The petitioner also cited Article VIII, Section C of the Student Government Election Code:

“A single donation to a candidate or Executive ticket may not exceed \$250.00. If a candidate is to seek out a donation from an individual or a business, that person may make a one-time donation valued at \$250.00 or multiple donations throughout the campaign that cannot exceed \$250.00 when combined.”

When questioned about the accusation of the photographer being valued at more than \$50 dollars along with the stadium being rented for an hour at a \$200 rate, the petitioner stated that they valued the photographer as being less than \$50 dollars.

The court also asked both the petitioner and defendant whether they had a record such as a receipt or photographer rate that physically showed how much those services were valued at rather than just hearsay from both parties.

Since neither party was able to provide any of this to the court, the burden of proof for the petitioner was not met and the court viewed the evidence presented as being insufficient to find the defendant guilty of violating the financial clause presented above.

Furthermore, there is no stipulation in the code that prevents candidates from receiving donations from organizations that are not university funded and if a campaign receives a donation from an organization and that donation is under \$250; that is permitted under the code.

For these reasons, the court finds the defendant not guilty of unfairly using resources not made available to other candidates.

It is so ordered . . .