Violation 1- The Unite Party v. The Amplify Movement- Spring 2019

PER CURIAM
  The Unite Party alleges that the Amplify Movement violated SBS §711.6(B)(9) by violating the University posting policy per SBS §709.1(C). Specifically, Unite alleges that a single A-frame along with two yard signs were placed on campus without the appropriate contact information that is necessary per the University posting policy under. Unite further alleges that these three advertisements were all placed outside of the areas where "free standing signs" are permitted.[2]
  FSU-2.0131[3] states "All materials advertising events, or which invite any transaction involving a fee or other monetary charge, must be clear and legible, bear the name of the sponsoring FSU entity and provide event and current contact information." This does not apply to campus political parties running for Student Government office. Elections are sponsored by the University through the Student Government Association Office of Elections, and therefore, the "sponsoring entity" would fall towards Student Government, and not a political party. Amplify was not advertising an event, they were merely advertising their political agenda and asking for community support.
  Unite Party alleges that the Amplify Movement placed their signs outside of the designated areas in violation of SBS § 711.4(B)(9). To support this, the Unite Party submitted pictures of Amplify Movement signs which show that they are outside the designated areas. While these pictures can show where the signs were, they cannot show how the signs got to those locations. Amplify Movement contends that they did not move the signs to those locations and that an unnamed third party was to blame. The pictures alone are insufficient evidence to meet the clear and convincing standard and prove that the Amplify Movement, as opposed to a third party, was responsible for the signs being out of place. As such, it would be inappropriate to charge the Amplify Movement actions that they may not have taken.
  Finally, Unite Party alleges that the Amplify Movement violated SBS § 711.6(B)(10) by failing to remove the signs within twenty-four (24) hours of the closing of the polls. Again, the Unite Party offers the photographs as evidence of misdeeds, and again the photographs are insufficient to prove any violation of the election code. The election ended on Wednesday February 20, 2019 at 7:00 p.m. and the latest timestamp on any of the photographs is Wednesday at 6:45 p.m. It is impossible for the election commission to find that signs were not removed within twenty-four hours of the closing of the polls based solely on pictures of signs taken at the time when the polls were still open. The only way that these photos could have had a chance to prove that there was a failure to remove was if they bore a timestamp later than 7:00 p.m. on Thursday, February 21, 2019.
  Based on the reasons stated, the Commission finds that there were no violations of the election code.

Richmond, T. Concurring,
  I agree entirely with the majority. I am writing to point out an issue with the Unite party's "no contact info" argument; and to explain the burden of proof required by the elections code under SBS § 711.4(K).
  First, the Unite party alleges that the Amplify party violated FSU-2.0131 (Posting, Chalking Advertising and Active Distribution of Materials on FSU Campuses) § 3(b) and subsequently SBS §711.6(B)(9) of the elections code, because the content of the yard signs and

the A-frame does not have the contact information for the event (i.e election day). This is an incorrect reading of FSU-2.0131-3(b). §3(b) states "All materials advertising *events*, or which invite any transaction involving a fee or other monetary charge, must be clear and legible, bear the name of the *sponsoring FSU entity* and provide event and current contact information". This section clearly is meant for when an FSU entity sponsors events, then they must provide the current contact information. Clearly, Amplify is not the entity that is sponsoring the Spring election. They were simply advertising the fact that there is an event. Therefore, these requirements do not apply to Amplify or their signs.

      Second, the Unite party, in their oral arguments, confused the burden of proof required under SBS §711.4(k). Unite contends that first, the elections commission itself needs to find all facts by clear and convincing evidence. Second, Unite contends that the defendant has to prove their facts by clear and convincing evidence. Both contentions fail to correctly interpret the elections code, and, more importantly, fail to recognize traditional American jurisprudence.

      SBS §711.4(K) of the elections code states that, "the burden that a party alleging a violation of the Student Body Election Code must meet in order to prove a violation shall be by 'clear and convincing evidence.'" It is clear, that the burden of proof is *only* on the accuser. Only the accuser has the burden to prove a violation by this standard (Additionally, as what is essentially an appellate body, our burden is to reconcile the facts of the case with the elections code. We have no burden of proof like the accuser). It would be unacceptable to expect the defendant to prove their own facts by this standard; doing so would default into a system where any accusation has immediate merit and absolute truth. In traditional American jurisprudence, the defendant is typically innocent until proven guilty. Finality or comity are not required when considering the plaintiffs allegations.

      Concerning today's case, Unite has failed to prove by clear and convincing evidence that Amplify moved their signs to the inappropriate locations. I believe Amplify's defense that someone could have moved their signs around, given that the signs are left out on a college campus. But even if I did not believe Amplify's defense I cannot say that it is highly and substantially more probable to be true than not that they did intentionally put signs out where they were prohibited, because the Unite Party failed to prove that in today's hearing.