IN THE STUDENT SUPREME COURT IN AND FOR FLORIDA STATE UNIVERSITY

FORWARD FSU,

Petitioner,

v. Case No. 2022-AP-02

RAWAN ABHARI,

Respondent.

_____/

GARCIA MARRERO, J. delivered the opinion of the Court, in which WOLSKI and SOMMERS, JJ. join. DUCEY, C.J. filed a separate opinion dissenting-in-part, in which MATHESIE, J. joined.

SYLLABUS

This action was brought before this court on an appeal from the Elections Commission cases 2022-SPR-8 and 2022-SPR-11—on a consolidated basis. Below, Respondent, Rawan Abhari, sought the review of alleged Election Code violations by the Florida State University party, Forward FSU. The Election Commission held that Forward FSU violated section 703.2(F) & (G) of the Student Body Statutes by failing to comply with the FSU Oglesby Union Policy for Posting, Promotions, Advertising and Distribution of Materials on FSU Campuses. Respondent promptly appealed that decision, and this case is now before this Court. Having reviewed the record, the parties' briefs, and the corresponding statutes and case law, this Court finds that the ultimate decision reached by the Elections Commission is correct, however, incorrectly reached by its application of the pertinent authorities. The holding below is affirmed, and this Court did not see fit to revisit the severity of the penalties as the Elections Commission holds great discretion in administering the appropriate sanctions for SBS violations, which this Court does not lightly consider in disturbing.

As a secondary issue, Petitioner comes before this Court to ask that the violations placed by the Elections Commission be consolidated into one violation, as one incident, rather than multiple. However, this Court's precedent is clear—each individual advertisement material constitutes a single violation. The Elections Commission's holding is affirmed.

ISSUES

I. Whether the use of a "quick response" ("QR") bar code linking to the Forward FSU website satisfies the "contact information requirement" found in the FSU Oglesby Union Policy, FSU-2.0131(3)(b).

II. Whether Oglesby Union Policy, FSU-2.0131, containing guidelines governing posting, promotions, advertising and distribution of materials on FSU campuses is misleading as to the proper placement of the A-frame posters.

III. Whether the Elections Commission erred in refusing to consolidate the violations found against Petitioner rather than assessing them individually for each A-frame sign.

HOLDING

No as to each issue on appeal. Looking to the plain ordinary original meaning of the text, the intent and purpose of the policy/rule in question is clear and not misleading. Moreover, a QR bar code is not "contact information" as required by FSU-2.0131(3)(b) to provide information for a reasonable reader to contact the individual(s) identified in the flyer. And a QR bar code does not satisfy the "clear and legible" requirement of FSU-2.0131(3)(b). The QR bar codes utilized by Petitioner are not within the realm of what was considered at the time of the drafting of FSU-2.0131(3)(b) as "contact information," and fail to provide sufficient information to the reader, therefore, the Elections Commission's holding is affirmed, and the penalty determined by the Elections Commission stands.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

The relevant facts are as follows. On February 25, 2022, Petitioner, Forward FSU, placed five (5) A-frames[1] with two (2) QR bar codes each at different geographical positions around Landis Green at FSU. On one side of the A-frame the sign read, "Vote Today, "#ForwardTogether," "Our Website," and "FWD." These messages were coupled with the corresponding QR bar code led to the Forward FSU website. The second side of the A-frame stated, "Vote for ForwardFSU!" "Wednesday, February 23rd," "Executive Ticket Nimna Gabadage Kenley Adams Brandan Louis," and "FWD." Like the opposite side, this face of the A-frame also contained a QR bar code, however, this time leading to the FSU Election ballot.

Believing the contents and placement of the A-frames to be in violation of Student

[1] An "A-frame" are known as sandwich board signs and are commonly used to advertise business or events. *See* www.signs.com, *What Are A-Frames?*, https://www.signs.com/a-frame-signs/#:~:text=A%2DFrames%2C%20also%20known%20as,any%20conditions%20except%20extreme%20weather (last visited April 4, 2022).

Body Statute § 709.1(C), which requires all materials posted in the Union and on FSU campuses to be in accordance with rules and regulations of Oglesby Union policy. SBS § 709.1(C). Respondent filed two timely complaints with the Supervisor of Elections, arguing that the A-frames did not contain adequate contact information required by FSU-2.0131(3)(b) and that the A-frame posters were placed outside of the designated areas as required by FSU-2.0131(7). The Elections Commission consolidated the complaints and adjudicated the matter on March 1, 2022. The Elections Commission subsequently issued its written decision on March 7, 2022, and on March 11, 2022, finding that Petitioner violated both FSU-2.0131(3) & (7), and therefore violated SBS § 709.1(C). The Elections Commission found a total of nine schedule 1 violations, and assessed a penalty of 17 points and a fine of $425.[2]

The present appeal was taken. Now, this case is before this Court ripe for adjudication as to the merits of the case and the interpretation of Oglesby Union Policy, FSU-2.0131(3)(b).

[2] The Elections Commission's decision below can be accessed at: FSU-EC-2022-SPR-8-11.pdf.

OPINION

I.

As to the first issue on appeal, it is worth noting that although the majority of this Court agreed with the ultimate decision of the Elections Commission, we do not, however, agree with how it got there. Nevertheless, pursuant to the tipsy coachman doctrine we accept the holding of the Elections Commission as correct as the record supports the conclusion reached by the Commission. *See Robertson v. State*, 829 So.2d 901, 906 (Fla. 2002).

Here, because the parties do not dispute the facts, we have a pure question of law and, therefore, we review such findings of law *de novo*. *State v. Gabriel*, 314 So.3d 1243, 1246 n.2 (Fla. 2021) (citing *Richards v. State*, 288 So. 3d 574, 575 (Fla. 2020)). Therefore, to the extent that SBS § 709.1(C) need be addressed this Court shall review its application *de novo*. However, the standard of review for the application of Oglesby Policy, FSU-2.0131(3)(b), an administrative rule, is *de novo* if the agency's decision "has 'erroneously interpreted a provision of law and a correct interpretation compels a particular action.'" *M.H. v. Dep't. of Children and Family Servs.*, 977 So.2d 755, 759 (Fla. 2d DCA 2008) (citing

Wise v. Dep't of Mgmt. Servs., 930 So. 2d 867, 870 (Fla. 2d DCA 2006)).

The Elections Commission serves a distinct purpose in the FSU Student Government, it acts as a quasi-judicial body when complaints for alleged election code violations are filed with the Supervisor of Elections. *See generally* SBS § 702.4. However, the Commission's main rule is identical to that of a state agency interpreting and enforcing the administrative rules that are in place. *See Id.* Section 702.4, *inter alia*, states that the Supervisor of Elections is to chair the Commission and is to convene it at his/her pleasure as needed to adjudicate on alleged election code violations. It is clear from the language of section 702.4 of the Student Body Statutes that the Elections Commission is an extension of the Executive Branch of government, and, therefore, an erroneous interpretation of a provision of law can lead this Court to conduct a de novo review of the Commission's interpretation so as to provide the correct interpretation of the Oglesby Union Policy.

A.

We begin where all questions of textual interpretation must begin, with the text. *Gabriel*, 314 So. 3d at 1246 ("A court's determination of the meaning of a statute begins with the language of the statute.") (citing *Lopez v. Hall*, 233 So. 3d 451, 453 (Fla. 2018)). Section 709.1(C) of the Student Body Statutes provides that, "***[a]ll material and activity*** in the Union and ***on FSU campuses shall be in accordance with*** rules and regulations of ***Oglesby Union policy***." SBS § 709.1(C) (emphasis added). The plain language of the statute here is clear. The Student Senate intended for the regulation of campaign materials and other activities to conform to the rules and regulations put in place by Oglesby Union. *See* SBS § 709.1 (header reading "Regulation of Campaign Material and Other Activities").

B.

To reach the crux of this case we must look to the text of the Oglesby Union policy invoked by Respondent as having been violated by Petitioner, FSU-2.0131, particularly subsection (3)(b). And when the text is clear and unambiguous, we need not look beyond the plain language of the text for the legislative intent, or resort to rules of construction to ascertain intent. *Princeton Homes, Inc. v. Morgan*, 38 So. 3d 207, 211 (Fla. 4th DCA 2010) (quoting *Daniels v. Fla. Dep't of Health*, 898 So.2d 61, 64 (Fla. 2005)). Here, the Student Senate made its intent clear by

providing a purpose section to the rule[3] which states, *inter alia*:

> (2) Purpose. The FSU Posting Regulation has been adopted for the purposes described below:
> (b). Information and Promotion. ***To provide information and a means for FSU entities to promote activities, events, and services*** as well as allow for the announcement of matters directly related to the health, safety, security, or welfare of the university community.

FSU-2.0131(2)(b) (emphasis added).

Taking the express intent of the Student Senate on its face it becomes clear that the application of the regulations and restrictions laid out in FSU-2.0131(3)-(10) are done so as to provide for information and a means for FSU entities—such as Forward FSU—to promote activities, events, and services.

Moreover, section (3)(b) of the rule provides that, "***[a]ll 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***." FSU-2.0131(b) (emphasis added). It stands that the three elements required to be present in any event advertising material are in place to ensure that said advertising material is providing information. At last, we reach the focal point of this action—does a QR bar code satisfy the three elements in the rule to provide information. This Court concludes that it does not.

1.

Beginning with the first prong of the rule, that all materials must be clear and legible, Petitioner remains silent. This Court could not identify anywhere in Petitioner's writ of certiorari or arguments where Petitioner addresses the first prong of the rule's application. Because Petitioner failed to argue below, or on its writ to this Court, that the A-frames with the QR bar codes were not clear or legible this Court is not bound to address the issue of whether the QR bar codes constituted clear and legible content under the rule. *See Love v. Hannah*, 72 So. 2d 39, 43 (Fla. 1954). However, when interpreting a statute or rule a court must read all parts of the statute or rule "in order to achieve a consistent whole." *Searcy, Denney, Scarola,*

[3] Any and all reference made herein to "the rule" is to Oglesby Policy, FSU-2.0131.

Barnhart & Shipley, etc. v. State, 209 So. 3d 1181, 1189 (Fla. 2017 (quoting *Borden v. East–European Ins. Co.*, 921 So. 2d 587, 595 (Fla. 2006)). Therefore, although Petitioner did not argue that the QR bar codes were clear and legible, this Court will nevertheless address this prong as it must read the whole of the rule in question to reach the proper interpretation of the rule.

Courts have long held that when the text does not provide for the definition of a term or phrase we look to the ordinary meaning of the words or phrases. Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 69 (2012) ("Words are to be understood in their ordinary, everyday meanings—unless the context indicates that they bear a technical sense."); *see also Nehme v. Smithkline Beecham Clinical Labs., Inc.*, 863 So. 2d 201, 204-05 (Fla. 2003). Here, the text does not provide a technical sense or definition of the words "clear" and "legible." Therefore, we must—in the absence of Petitioner's argumentation on this—look to what these words ordinarily mean.

Both "clear" and "legible" as used in the rule are adjectives. Merriam-Webster defines "clear" within six different categories as an adjective, however, most of these definitions deal with the ease of reading or the lack of ambiguity. *Clear*, MERRIAM-WEBSTER.COM, https://www.merriam-webster.com/dictionary/clear (last visited April 4, 2022).[4] Given the general understanding of the word "clear" this Court believes that the original meaning of the word is like the unambiguous understanding of some form of text.

Next, we look at "legible." It seems that "legible" is far less contentious as to what the definition is, as Merriam-Webster defines "legible," as an adjective, with two meanings: "(1) capable of being read or deciphered or (2) capable of being discovered or understood." *Legible*, MERRIAM-WEBSTER.COM, https://www.merriam-webster.com/dictionary/legible (last visited April 4, 2022). It is clear from these definitions that the word "legible" means the capacity to read or understand something, most likely pertaining to some kind of writing.

Taking these two words, "clear" and "legible," together as they are found in the rule, this Court finds the phrase "clear and legible" refers to written content that is to be used in materials governed by the rule. Taking the words at their ordinary meaning it

[4] Black's Law Dictionary defines "clear" as "(1) free from encumbrances or claims, (2) free from doubt; sure, and (3) unambiguous. *Clear*, BLACK'S LAW DICTIONARY (11th ed. 2019).

becomes clear that the Student Senate, in line with the purpose provided for in the rule (to inform), intended for the "clear and legible" requirement/prong of subsection (3)(b) to refer to the written information that is to be found on advertisements.

Therefore, when applying this understanding of "clear and legible" to the A-frames in dispute in this case, we hold that QR bar codes do not qualify as content that is "clear and legible." The purpose of this prong, in addition to the remaining two prongs, is to inform the reader of what the advertisement is promoting. This Court is not persuaded by Petitioner's arguments that a QR bar code provides a reader/student with the necessary information that this rule was established to ensure was provided.

Moreover, a QR bar code requires the use of some form of scanner to extract the data encoded in the bar code. Darla W. Jackson, *Standard Bar Codes Beware—Smartphone Users May Prefer QR Codes*, 103 Law Libr. J. 153, 153 (2011) (discussing the workings of QR bar codes). Therefore, the required use of a smartphone or other form of scanner is exactly the opposite of "clear and legible" as it is neither clear, nor legible, and requires some form of technological assistance to acquire whatever kind of information may be stored within the encoded data of the QR bar code.

In fact, participants of a study described QR bar codes "[burdensome] [on] their eyes with its fine pattern, and they felt giddy when viewing its labyrinth-like patterns." *Id.* n. 21 (citing Cheolho Cheong et al., *Usability Evaluation of Designed Image Code Interface for Mobile Computing Environment*, in HUMAN-COMPUTER INTERACTION: INTERACTION PLATFORMS AND TECHNIQUES 248 (Julie A. Jacko ed., 2007). This Court could not agree more. QR bar codes are indeed labyrinth-like patterns and, therefore, have no reason being on election advertisement boards when the rule for such advertisements expressly requires that the advertisements have "clear and legible" information on them.

This Court holds, as to the first prong, that QR bar codes do not qualify as "clear and legible" information and, therefore, the first prong of the rule is not satisfied by the A-frames in question. We now move on to the second prong.

2.

The second prong of the rule requires all advertisements/materials to "bear the name of the sponsoring FSU entity." FSU-2.0131(3)(b). This Court believes that this

prong of the rule is easily satisfied by the evidence provided in the record. The A-frames in question contained limited text, however, within that text was the identity of the entity that originated the A-frames, Forward FSU. Because this fact is not in dispute, we need go no further and we can address the third and final prong of the rule.

3.

Finally, the third prong states that all materials under the purview of the rule must "provide event and current contact information." *Id.* To determine whether the A-frames satisfy this prong we must look to the first half of the prong, that the advertisement, in this case A-frames, "provide event information."

a.

Each A-frame at issue in this case contained text on both faces of the A-frame. The first side stated, "Vote Today, "#ForwardTogether," "Our Website," and "FWD," while the second side of the A-frame stated, "Vote for ForwardFSU!" "Wednesday, February 23rd," "Executive Ticket Nimna Gabadage Kenley Adams Brandan Louis," and "FWD." Taking both sides of the A-frame together it is unclear from the text on the A-frames that the event information was provided—mainly what is happening on Wednesday, February 23? Vote for Forward FSU for what? And the named individuals are on an Executive Ticket for what?

This Court understands that those involved with student government elections may have the proper context as to what the words on the A-frames mean but the rule does not state that the materials it governs are only to be understood or read by those involved with student government elections. And this Court will not legislate from the bench—reading into the rule the restrict of the application of the regulation put in place by the Student Senate and Oglesby Union. *Romag Fasteners, Inc v. Fossil, Inc.*, 140 S.Ct. 1492, 1495 (2020) ("[T]his Court usually [does not] read into statutes words that aren't there. It's a temptation we are doubly careful to avoid. . . .").

Likewise, this Court is not convinced by the evidence presented in the record that the information that was provided on the A-frames was sufficient to satisfy the "provide event information" portion of the third prong. It is vague and ambiguous, and unclear at the very least, what the text on the A-frames are referring to and no reasonable student—outside of the student government elections—should be expected to know the context of the text when none is provided as required by the rule. Therefore, this part of

the prong is not met, we now move on to the final part, that the materials must "provide current contact information."

b.

This final portion of the requirements laid out by the rule, the providing of current contact information on the materials in question, dominated the legal arguments made by Petitioner. However, when taking into account the application of the previous two prongs the answer here becomes clear. Petitioner argues, mainly, that the QR bar codes attached to the A-frames led to the Forward FSU website where the social media accounts for various Forward FSU members and candidates could be found, and that this was sufficient to satisfy the "current contact information" requirement.

However, this Court is not persuaded by this argument. "Contact information" is commonly defined as "information ***to enable an individual*** at a place of business ***to be contacted*** and ***includes the name, position name or title, business telephone number, business address, business email or business fax number*** of the individual." *Contact Information*, LAWINSIDER.COM, https://www.lawinsider.com/dictionary/contact-information (last visited April 4, 2022) (emphasis added).

Petitioner did not provide, and the record does not demonstrate, that the Forward FSU website maintained candidates' telephone numbers, addresses, or e-mails. Rather, Petitioner simply argues that a QR bar code is sufficient to qualify as "current contact information" because it is a link that leads to some form of contact information. This neither demonstrates how the information is current or how to contact Forward FSU, the entity itself.

However, without even addressing those concerns, this Court is also not persuaded by the argument that a QR bar code itself can satisfy the "current contact information" requirement considering that it is simply a randomly generated "code" that, when scanned, provides a user of a smartphone or some other device the ability to access whatever information or data is stored within the QR bar code.

Moreover, a QR bar code cannot be information because it is merely a tool used to store information. *See Standard Bar Codes Beware*, *supra*, at 153 ("QR codes [ ] are square bar codes 'with blocks of black and white pixels arranged in such a way that a mobile phone's camera can recognize them, align them, and pull data from what may seem like random checkers to human eyes.'") (quoting

WOODY EVANS, BUILDING LIBRARY 3.0, at 79-80 (2009)).

It does follow, however, that the use of technology to store information and the subsequent sticking of that tool onto an advertisement to allow others to access that stored information is "providing information" *per se*. But to reach this conclusion we must read "providing current contact information" in isolation. This we cannot do. *See Searcy*, 209 So. 3d at 1189 ("All parts of the statute must be given effect, and the Court should avoid a reading of the statute that renders any part meaningless."). To do so would be to make meaningless the portion of subsection 3(b) that requires that said "provided current contact information" be "clear and legible." QR bar codes are not clear and legible. The information they may store or the website link that it takes you to when scanned may be "clear and legible" but that information is not what is on the advertisement, the QR bar code is.

We must read the rule in its entirety so as to maintain the integrity of the Student Senate's intention and purpose behind the rule, which was to inform. This Court finds it unlikely that Oglesby Union would have intended for QR bar codes to constitute that "clear and legible" information provided when it enacted the rule in 2008, long before QR bar codes became popular outside of the car manufacturing industry.

Reinforcing the purpose that the Student Senate and Oglesby Union established in § 709.1(C) and FSU-2.0131(3)(b) this Court holds that a QR bar code cannot "provide current contact information" when it simply is an avenue or tool by which a person could later access such information, rather than the information being provided for directly on the advertisement as was the original intent of the drafters of FSU-2.0131(3)(b).

II.

Petitioner brought what it believes is a threshold issue—the alleged confusing language of the rule. This Court does not believe that this is an issue, much less a threshold one. The language of the rule is clear, as this Court has detailed. Nowhere in the rule is mention of geographical restrictions or boundaries found. As we have long held, and the binding precedent of the Supreme Court of Florida and Supreme Court of the United States advise, we are not at liberty to read into the rule restrictions or limitations that the Student Senate and Oglesby did not themselves. *See Romag Fasteners, Inc.*, 140 S.Ct. at 1495 (2020). Therefore, this Court rejects Petitioner's

argument and we agree that the Elections Commission was correct in finding that the rule is not misleading and appropriate to be applied.

III.

Finally, Petitioner also argued that the violations issued by the Elections Commission should have been consolidated and penalties assessed as two individual violations, rather than finding that each poster constituted a separate violation, totaling 9 schedule 1 violations, a penalty of 17 points, and a fine of $425. This Court summarily dismisses this argument. We are bound by the decisions of the Vice President of Student Affairs, and in *In re*: Appeals Related to Spring 2018 Student Government Association Election, Dr. Amy Hecht stated that in *Walker v. Unite* (Free Standing Signs) each election violation was to be treated individually. Here, the violations of FSU-2.0131(3)(b) trigger § 709.1(C) and are therefore individual election violations.

And because Petitioner failed to raise on appeal whether the tabulation of fines for the violations were properly determined or not by the Elections Commission the argument is waived, and this Court will not address it.

Therefore, the decision of the Elections Commission that nine violations occurred is affirmed and Forward FSU is ordered to pay the penalty imposed on it by the Commission below within two (2) days. Additionally, pursuant to SBS § 711.7(B) should the fine not be paid within the allotted time Forward FSU's candidacy may be disqualified.

CONCLUSION

In conclusion, this Court rejects the arguments advanced by Petitioner and finds that a QR bar code is not neither "clear" nor "legible" and cannot provide information when it is simply a tool or conduit for the accessing of information. And absent clear language from the legislature that a QR bar code qualifies as "information" this Court will not read into FSU-2.0131(3)(b) QR bar codes as information on advertisements that can be understood by a reasonable everyday FSU student.

Moreover, the decision by the Elections Commission is affirmed and the violations will not be treated as a single violation, each individual instance is its own independent elections violation under Dr. Hecht's binding precedent.

The Elections Commissions holdings in 2022-SPR-8 and 2022-SPR-11 are

AFFIRMED and the Elections Commission is hereby ordered to enforce the collection of the penalty levied against Forward FSU.

DONE and ORDERED, this the 6th day of April 2022, in Tallahassee, Florida.

DUCEY, CJ., dissenting in part, joined by MATHESIE, J.

I.

I join the majority's opinion fully with respect to Part II. However, with respect to Part I of this opinion, I cannot support the majority's finding that the A-frame signs posted by Petitioner violated Oglesby Union Policy, based on its fractured reading of the rule's requirements and the lack of textual basis in its reasoning. Contrary to what this Court holds, the signs at issue were both clear and legible, and contained appropriate contact information as required by university policy. Because I agree with the dissent in the Elections Commissions holding below, that Petitioners efforts were satisfactory enough to satisfy the demands of the policy and meet the plain meaning definition of "contact information" as described in university guidelines, I respectfully dissent.

A.

Petitioner was found in violation of SBS § 709.1(C) for violating Oglesby Union Policy Rule 2.0131(3)(b), based on the majority's finding that the A-frame signs were not clear and legible. Section (3)(b) of the rule states that, "[a]ll 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." FSU-2.0131(3)(b).

The majority holds that "clear" and "legible", as used in the rule, refer to the written information that is to be found on posted signs or advertisements. The majority points to definitions of "clear" as relating to the unambiguous understanding of text and "legible" as meaning, "(1) capable of being read or deciphered or (2) capable of being discovered or understood." The majority concludes that QR codes do not fit into those terms.

The first reason this Court gives is based on the majority's perceived purpose of this requirement in the rule, which is "to inform the reader of what the advertisement is promoting." Nowhere in the text of the student body statutes nor the Oglesby Policy is this purpose reflected. The majority instead declares what it thinks the purpose *should be*, and imposes this purpose on the reading of the rule in this case. This Court should not assume to know the purpose behind a rule where no purpose is stated.

Another ground for finding that QR codes are not "clear" or "legible" is the fact that some form of technological assistance is required to acquire the information from a QR code. However, looking at the definition proffered by the majority, it very well seems that using a cell phone to scan a QR code on a sign, would make the information on that sign then "capable of being discovered or understood".

This method of relaying information is not new. In fact, in the wake of the pandemic, the vast majority of restaurants in the United States switched from paper menus to simply providing a QR code for patrons to scan. Individuals generally know, in this day and age, what a QR code is, and when encountered with one, most would know that the information is not conveyed by staring at the pixelated square on the sign, but by scanning the code and following its links. Thus, the argument that QR code patterns are "burdensome labyrinth-like patterns" is inconsequential. Our statutes do not require that the information contained on the signs be "attractive," or "appealing to the eyes," simply that it is "clear" and "legible".

The signs here were both clear and legible. A student passing by could look at the sign and recognize that it is a sign promoting the campaign of Forward Party (the sign stated the party's name repeatedly) for the Student Government Election (the sign stated

"Vote for ForwardFSU!" and "Vote Today") taking place the date specified on the sign. The student would also be able to see that there was a QR code on the sign. Nothing in the evidence of this case indicates that the contents of the signs were defaced in some way or that the QR codes were tucked in a corner of the sign very small so that no reasonable person would be able to notice it. To the contrary, the contents of the signs were clearly displayed, with the QR code taking up the majority of one side of the sign, and the words written on the signs were in large print and clearly capable of being read by the average college student. The majority's analysis mistakes the requirement that, in order for the writing and QR code on a sign be clear and legible, the reader of the sign must be able to scan the QR code with their eyes and see what it says. That would be similar to holding that a phone number written on a sign is not clear or legible to a passerby because it does not dial the numbers on his cell phone for him. Because the information conveyed on all five signs was clear and legible, the first prong of FSU-2.0131(3) is satisfied.

B.

The majority also holds that the A-frame signs placed by Petitioner did not "provide event and current contact information," also required by FSU-2.0131(3). The majority's conclusion is based on its determination that a QR bar code cannot "provide current contact information" when it simply is an avenue or tool by which a person could later access such information, rather than the information being provided for directly on the sign.

While I find, to the contrary, that QR codes are useful tools in today's society and can certainly constitute the "contact information" required by the rule, this Court does not need to go so far in its analysis.

The parties do not dispute the contents of the A-frame signs or the links the QR codes lead to. The sign itself contained language in addition to the QR code. One side stated: "Vote Today", "#Forward Together", "Our Website", and "FWD" with the QR codes to the ballot and the Forward FSU website. The other side stated: "Vote for ForwardFSU!", "Wednesday, February 23rd", "Executive Ticket Nimna Gabadage Kenley Adams Brandan Louis", and "FWD".

Here, the information we have from looking at this sign is (1) there is an election taking place on February 23rd, (2) the names of the candidates running for election and the name of their political party, (3) the sign contains a link to ForwardFSU's website and

a link under the "Vote Today" heading, which would presumedly lead to a website where an individual can vote.

The Oglesby Union Policy does not contain a definition of "contact information", nor do our statutes. Courts have long held that when the text does not provide for the definition of a term or phrase we look to the ordinary meaning of the words or phrases. Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 69 (2012) ("Words are to be understood in their ordinary, everyday meanings—unless the context indicates that they bear a technical sense."). The ordinary interpretation of contact information is the expectation that by accessing said information, it will provide a medium to get in touch with someone who represents the party posting the sign.

Every FSU student has access to the internet and a computer, either personally or through the university. With the knowledge of an election taking place, at a specific school, and with the names of three candidate running and the name of the party they are running for, it is unconvincing that the majority would think a student could not obtain the information needed to contact the party or the candidates with the use of the Internet. Likewise, every FSU student is given access to an FSU Outlook email account when they begin school at the university. The FSU email system contains a directory of all FSU emails. All one needs to contact any FSU student through their mutual FSU email accounts is the students name, which can be searched in the directory when composing an email. It is hard to imagine that providing access to one's FSU email as a means of contact for an FSU-specific event is an inadequate way of conveying information.

The majority would say this requires too many steps—but, says who? No rule or statute or provision in any of our bylaws provide a basis for determining what precisely must be written on a sign to properly convey "contact information". Yet, the majority construes it narrowly, so as to preclude the QR codes on these signs, but does not opine as to the other information contained in the A-frames, or as to what would need to be included on the A-frames to make them permissible. The majority overlooks the fact that, had the signs contained a phone number, there will still be a number of students who do not have a cell phone, or who do, but do not have it on them and do not have anything to write down the phone number with at the time. The vast majority of students, however, will have their phones or a pen. The same is true and applies here with regard to using the Internet or email to

contact the candidates or Forward Party, or following the links provided by the QR code.

Through the QR code included on the A-frame signs, Forward party was providing exactly the information and access required. A student must simply scan the QR code, which then takes them to Forward's campaign website. The student may then seek out individual members of Forward's executive Board (a vast majority of whose pictures and social media accounts are available for anybody to see) and reach out via social media to contact any board member of the party.

As noted by the dissent in EC-2022-SPR-8-11, the term contact information, if left to the individual to determine, can be strewn to include anything from the most rudimentary forms of communication, like a telephone number, to more modern forms of communication, such as social media messaging or QR codes. We should take note of how a broad reading of contact information required here can reasonably be interpreted by individuals to encompass the information contained on Petitioner's A-frames. Because Petitioner and future parties who will come before this court are not mind-readers, we cannot read a term that is not defined in the rule so narrowly so as to punish students who in good faith tried to comply with the rule but were unable to discern its specific requirements.

While the actions taken by Petitioner in this case might not have been the preferred method of the opposition, it cannot be said that the Forward party did not act in good faith to ensure contact was available to passersby. The information included on the A-frame signs provides the contact information required by university policy and thus, the majority errs in its holding today. We should instead reverse the holding of the Election Commission with respect to the violations and penalties assessed for improper inclusion of contact information on posted material on campus in violation of FSU-2.0131(3).

II.

With respect to Part III of the majority's opinion, I again must write separately to point out an additional issue regarding Petitioner's third grounds for appeal. I concur in our holding that Election Code violations are not to be consolidated for the purpose of issuing violations, however, I do not agree that this requirement precludes us from issuing penalties that depart from the penalty schedule, if a case so requires in the interest of justice.

Petitioner argued that the ad posters should have been treated together for purposes of assessing each violation, instead of issuing a penalty for each individual poster. While I acknowledge that our Student Body Statutes and university precedent clearly establish that, for purpose of assessing violations, each election violation is to be treated individually, it is necessary to discern between the mandatory language of the statue and the caselaw applying it, which the majority did not do in this case.

Section 711.5(A), SBS, states that "[e]ach occurrence, event, or time that allegedly violates the Election Code shall constitute a violation." SBS § 711.5(A). In Walker v. Unite, a political party posted three campaign signs. All three signs were found to be placed outside of allowable areas and without containing proper contact information, per FSU Policy. The Elections Commission issued two violations, one for each policy rule broken, without regard to the number of signs actually placed. The Vice President of Student Affairs overturned the decision on appeal, relying on § 711.5(A) and stating that "each election violation should have been treated individually."[5]

In this case, Petitioner placed five A-frame signs on FSU campus. All five of them were found by the majority to contain insufficient contact information, and four out of the five were placed outside of the designated areas for placing such signs. As a result, the Elections Commission issued—and the majority today upholds—a total of nine violations against Petitioner. This results in a penalty of 17 points and a fine of $425.

The magnitude of this punitive measure against Forward Party cannot be reconciled with the nature of the violation at issue. Petitioner broke one Student Body Statute, SBS § 709.1(C), which states that the posting of the A-frame signs must conform with the Oglesby Union Policy. Five of the signs were found to violate one rule in the policy, and four of them were found to violate a different policy rule. Therefore, the Elections Commission found that SBS § 709.1(C) was violated nine times, one time for each poster, for each violation.

Again, while I acknowledge that the precedent is clear that each instance of a violation is to be treated separately for the purpose of issuing violations, the language of SBS § 711.5(A) and subsequent rulings relying on it do not prohibit this Court nor the

[5] *In re*: Appeals Related to Spring 2018 Student Government Association Election, Walker v. Unite (Free Standing Signs) (available at: KM_C364e-20180326152816 (fsu.edu)).

Elections Commission from exercising discretion in issuing penalties for violations. The statute mandates that the Election Commission find an individual violation for each separate rule-breaking occurrence. Here, that would be nine violations. In my view, this Court could have upheld the Elections Commission's finding of nine violations, while reducing the fine or ultimate penalty points issued in the Order.

The Election Code is not a tool for one party to wield or threaten against another for the sole purpose of hurting a candidate or party's economic interests or chances at election by filing frivolous or cumulative complaints with the Elections Commission. The Election Code is meant to ensure that SGA elections are conducted fairly and in an organized manner. In a case such as this, where the penalties assessed far outweigh a party's prohibited conduct, the Elections Commission, as well as this Court, can and should exercise discretion in issuing fines and point penalties in the interest of fairness and justice. So long as violations are treated individually, nothing in our statutes or caselaw prohibit our judicial bodies from reducing the severity of a penalty for a particular violation or set of violations. That is what we should have done here. Five posters are simply not worth $425 in fines.