

**FLORIDA STATE UNIVERSITY
STUDENT ELECTIONS COMMISSION**

No: AV6-FY2025

Ethan Bischoff, Petitioner v.
ForwardFSU, Respondent.

October 28, 2025

*Argued October 28, 2025 and decided on October 28, 2025.
For Petitioner Ethan Bischoff. Logan Rubenstein and Faisal
Lalani for the Respondent. Opinions delivered electronically
on October 31, 2025.*

*Supervisor of Elections Sara Larancuent was in
attendance. Commissioners in attendance included Angel
Colon, Serena Cochran, Nathan Grodsky, and Ethan
Shaefer.*

SUMMARY OF ALLEGATIONS

This action was brought before this Commission by Ethan Bischoff, an independent Student Senator ("Petitioner"), who filed this complaint with the Supervisor of Elections ("Supervisor"). The Supervisor ruled against the petitioner for lack of evidence. He now appeals—alleging that Forward FSU, an on-campus political party ("Respondent"), violated Student Body Statute ("SBS") §§ 710.6(f)(5).

JURISDICTION

The Elections Commission has the power to investigate and make findings of fact regarding alleged violations of the Elections Code pursuant to SBS §703.2(f) and §703.2(g). Chapter 700 of the SBS states, "Once the date of an election has been determined, according to 705.4 and 706.5, the election code used for that election cannot be changed. The Election Code will be enforced in a time period beginning three (3) weeks prior to an election and ending upon the certification of that election. This does not preclude the reporting of violations later enumerated in Chapter 711."

RIGHT TO APPEAL

According to SBS §703.2(i), "Any decision made by the Elections Commission may be appealed by a party to the hearing to the Student Supreme Court no later than thirty-six (36) hours after said decision and all accompanying opinions have posted to the SGA website pursuant to Chapter §703.2(f)(1) of the Student Body Statutes. No appeals of decisions made by the Elections Commission shall be accepted after this thirty-six (36) hour period."

ISSUE

Does an offer of coffee and cheesesteaks come with strings attached? We aim to answer that here: whether food offered at a pre-election event hosted by ForwardFSU (Respondent) necessarily constitutes an exchange of goods or services for votes as defined by the schedule four violation in Student Body Statutes §710.6(f)(5).

HOLDING

For the Respondent.

FACTUAL BACKGROUND

On October 12, 2025, Forward FSU published multiple posts to their official Instagram account promoting an event the same day titled “ForwardFSU x Vice Society: Karaoke and Coffee.” The promotional graphics on the post advertised “Free coffee while supplies last!” as well as the ForwardFSU logo. There were multiple other posts by ForwardFSU and its representatives throughout the day where the event was further marketed to include cheesesteaks. It is not contested that the materials in these posts advertised the event as an opportunity to “[get] to know some of [ForwardFSU] candidates and other Forward members.” In several of the posts made by representatives/candidates of ForwardFSU, the term “Forward down the ballot” was used verbally. This term was also used on promotional décor at the event. At no time did ForwardFSU or its candidates establish a *quid pro quo* or explicitly state that votes for their slate were required to receive food, drink, or admission to the event in question. ForwardFSU edited their posts with a disclaimer speaking as such prior to the event. All of this occurred during election week (October 6 through 14) but before the voting days (October 13 and 14). All these posts were deleted within 36 hours of the elections conclusion as required by §710.6(c)(5).

Petitioner argues that the use of the “Forward down the ballot” language constitutes an exchange of goods and services for votes defined as a violation of the election code §710.6(f)(5).

Respondent contends that a tacit arrangement is required to constitute the violation established in the above statute. Furthermore, they argue that the Petitioner has not carried their burden of proof in this matter.

The Supervisor of Elections agreed with the

Respondent's contentions and denied this alleged violation. Petitioner appeals to the Elections Commission as outlined by §703.2(f)(1).

OPINION

COMMISSIONER GRODSKY delivers the opinion on behalf of the Commission, with whom COMMISSIONERS COLON, COCHRAN, and SHAEFER join.

ANALYSIS

At the heart of this case is what constitutes the definition of exchange as used in the above statute. We share the same opinion as the Supervisor of Elections in this case. We believe that proof of a tacit arrangement is required to constitute an exchange of goods and services for votes in this context. Without this tight definition, we are of the opinion that it would be too difficult to settle disputes such as the one before us now.

In 2022, the Elections Commission heard a similar case, which was cited by the Elections Supervisor in her initial denial and the respondent in our hearing for this case. Abhari v. ForwardFSU, EC-SPR-2022-7. We do not intend to change the commission's posture on this issue. In Abhari, the commission declined to assert whether providing food at an event was or was not a violation of the concerned statute. Id. at 3. They ruled that the petitioner in that case failed to meet the high evidentiary burden required by the election code. Id. Thus, we rely on §710.4(g), which provides that the burden of proof for the Petitioner must be "clear and convincing." We interpret this to require that the petitioner provide proof of a tacit arrangement, otherwise known as a *quid pro quo*.

When we apply the facts of this case to this brightline rule, it falls short of the burden we outlined above. As the Elections Supervisor put it in her initial denial of this petition for the alleged violation, "Petitioner merely provided surface-level evidence that the event occurred and that food and drink was given away. No evidence was provided showing . . . a quid pro quo situation with prospective voters through provided goods to attendees." This is correct. The evidence provided only shows that the event did occur and that food and drink were given away. There is no clear and convincing evidence that there was an actual exchange of value between the parties in this case. To put it differently: it is a matter of fact that ForwardFSU gave away food and drink at this event, but the allegation that they established a scheme where they received votes in exchange, remains only

an allegation. Further, the contention that the use of the language, "Forward down the ballot," is proof of an implicit arrangement is make believe. This did not lock the parties into an agreement. This event was open to anybody regardless of party affiliation or voter status. The evidence here hardly satisfies the high bar set by the SBS.

The exchange of value from the second party remains unproven by the petitioner. As they have not met their statutory burden in this case, we are disinclined to rule for them now.

CONCLUSION

SOE opinion affirmed for the respondent. 4-0.