

**THE STUDENT SUPREME COURT
IN AND FOR FLORIDA STATE
UNIVERSITY**

SURGE FSU,

No.: 23-SP-SC-06

Appellant,

v.

OMER TURKOMER, in his
official capacity as General
Counsel for FORWARD FSU,

Appellee.

*ASSOCIATE JUSTICE GOBIN. delivers
the unanimous opinion of the Court.*

SYLLABUS

This action was brought before this Court on appeal by Appellant, Surge FSU, from 2023-EC-SPR-03, a decision by the Florida State University Elections Commission (“Commission”). The Commission determined that the evidence presented by Appellee, Forward FSU, clearly and convincingly showed that Appellant was in violation of Florida State University Body Statutes (“SBS”) § 709.1(C) by placing a freestanding sign in a non-designated area on campus.

ISSUES

1. Is Florida State University’s Freestanding Sign map and policy

clear and unambiguous regarding where organizations may setup freestanding signs on campus?

2. Did the Commission err in ruling that the Appellant’s sign is a freestanding sign subject to SBS § 709(1)(C)?

**FACTUAL BACKGROUND AND
PROCEDURAL HISTORY**

The relevant facts are as follows. On February 28th, 2023, at approximately 6:31 PM, Appellant placed a sign within the Askew Student Life Center (an area located inside of the Oglesby Union). The sign in question is a custom cardboard cutout standing between 5 ½ and 6 feet tall, with three political candidates from the Appellant’s campus political party striking a pose. Throughout the sign, several political promises are displayed on the candidates’ bodies.

On March 1st, Appellee filed a complaint with the Supervisor of Elections against Appellant, alleging that Appellant’s sign is a freestanding, that it does not promote a specific on-campus event, and that its placement in the Askew Student Life Center is prohibited. Appellee further contends that the sign violates of SBS § 709(1)(C), the Oglesby Union Board Policy Manual article IV, section D, subsection (i),

and FSU-2.0131 Posting, Chalking Advertising and Active Distribution of Materials on FSU Campuses policy.

Neither party disputed that the sign belonged to Appellant nor that the sign was displayed inside of the Askew Student Life Center.

On March 10, 2023, the Commission held a hearing on this complaint. On March 17, 2023, in a 4 to 1 decision, the Commission found in favor of Appellee. The majority found that the sign was: (1) a freestanding sign (2) its placement inside the Askew Student Life Center was improper. Consequently, Appellant sign violated SBS § 709(1)(C).

The lone dissenter found the information from Florida State University on freestanding signs was too unclear, coupled with the fact that freestanding signs are regularly displayed in the Askew Center the clear and convincing standard was not met.

On March 20, 2023, Appellant filed a timely appeal to this Court, challenging the decision of the Commission.

HOLDINGS

1. Florida State University's map and policies provide clear and unambiguous guidance on where organizations are permitted to display freestanding signs on campus.
2. The Commission erred in reasoning but correctly held that Appellant's sign is subject to SBS § 709(1)(C).

OPINION

Our review of the Commission's decision consists of determining whether a preponderance of the evidence supports the Commission's findings of fact while legal determinations are reviewed *de novo*.

I

As to the first issue, while the Commission ultimately came to the correct judgment, they stumbled their way to this conclusion. This longstanding principle of appellate law, sometimes referred to as the "tipsy coachman" doctrine, allows an appellate court to affirm a trial court that "reaches the right result, but for the wrong reasons" so long as "there is any basis which would support the judgment in the record." *Robertson v. State*, 829 So. 2d 901, 906 (Fla. 2002). Pursuant to the tipsy coachman doctrine, we disagree with the Commission's reasoning that the University does not provide clear guidance regarding where freestanding signs may

be located. Nevertheless, we accept the holding of the Elections Commission as correct as the record supports the conclusion reached by the Commission.

With that out of the way, we now turn to the first issue. When determining whether Florida State University provides clear and unambiguous maps, policies, and guidance regarding freestanding signs, we must take a journey through the various FSU statutes and policies. As such, we now turn to the text of the statute. *State v. Gabriel*, 314 So. 3d 1243, 1246 (Fla. 2021) (“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)). First, SBS § 709(1)(C) states 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.”

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”)

With this in mind, we must now turn to Oglesby Union Board Policy Manual, specifically article IV, section D, labeled “Freestanding signs” and subsection (i) which states “A-frame signs are not permitted in the egress/sidewalk areas of the Oglesby Union. (See posting.fsu.edu).” While a bit unclear, we can deduce that it was the administration’s intention that the policies listed on posting.fsu.edu were to govern freestanding signs in the Oglesby Union.

Finally, we go to the last leg of our journey, on posting.fsu.edu we are presented with two pieces of crucial information. First, the map the website provides areas highlighted in green that “**designates** locations for free standing signs.” FSU Posting Policy § 2.0131(10) (emphasis supplied) The only areas highlighted are a few outdoor areas, notably, the Oglesby Union is not highlighted (in fact none of Florida State University buildings are). Second, the website provides a link labeled “Free Standing Signs Regulations” which directs users to FSU-2.0131: Posting, Chalking Advertising and Active Distribution of Materials on FSU Campuses. Most germane to our analysis is paragraph ten of the policy that states:

“The active distribution and/or posting of material, and **the placement of freestanding signs during federal, state and local elections is limited to candidates running for office and their representatives pursuant to the locations designated at www.posting.fsu.edu**, and shall be consistent with all applicable laws and policies governing campaign activity on campus.”

FSU Posting Policy § 2.0131(10)
(emphasis added).

When reading SBS § 709(C), the Oglesby Union Board Policy Manual, and FSU-2.0131 together, it becomes clear that it was the intention of legislature for freestanding signs to be limited to only the highlighted green areas as prescribed by the map listed on www.posting.fsu.edu. contrary to the contentions of Appellant, the statute and policies of Florida State are not silent on whether freestanding signs are permitted indoors. FSU-2.0121(10) expressly states that such signs are **limited** to the locations designated on the map.

Appellant argues that precedent and cultural norms are compelling enough for this Court to condone the use of freestanding signs in the Askew Student Life Center, we reject this argument. Appellant provided this Court with several

examples of different organizations utilizing freestanding signs inside of the Askew Center. The most prominent example being Appellee’s use of a cardboard cutout of the American-Cuban rapper and businessman Pitbull. However, just because everyone else is doing it does not mean it’s right. The clear language of the policies and statute overrides any cultural precedent or norms previously employed. When the statutory language is clear or unambiguous, this Court need not look behind the statute’s plain language or employ principles of statutory construction to determine legislative intent. *Daniels v. Fla. Dep’t of Health*, 898 So. 2d 61, 64 (Fla.2005). As such, we need not to consider the Appellant’s parol evidence in determining where free standing signs are limited permitted as FSU provides clear guidance on this. In essence, this Court finds that other organizations use of freestanding signs within non-designated areas as unpersuasive.

Moreover, even if this Court found the policies and statutes ambiguous, we lack the jurisdiction to sanction any change to the policy on freestanding signs. *See* FSU Posting Policy § 2.0131(11)(d) (reserving jurisdiction for a special committee selected by the University President or their designee). As such, this Court lacks

the power to compel the administration to make any policy changes.

This Court finds that though convoluted, the policies regarding freestanding signs clearly and unambiguously limits their placement to the highlighted green areas as provided by www.posting.fsu.edu map. In essence, the policies and procedures of the Election Code and Florida State University prohibit Appellant from placing freestanding signs inside of the Askew Student Life Center. As such, we affirm the Commissions finding in judgment only.

II

The crux of the second issue hinges on what is a “freestanding sign” in the context of SBS § 709(1)(C). The statute, manual, and FSU-2.0131 are all void of any definition of what a “freestanding sign” could mean. As such when the legislature has not defined words in a statute, the language should be given its plain and ordinary meaning. *Sch. Bd. of Palm Beach Cty. v. Survivors Charter Sch., Inc.*, 3 So. 3d 1220, 1233 (Fla. 2009). Additionally, “[T]he plain and ordinary meaning of [a] word can be ascertained by reference to a dictionary.” *Green v. State*, 604 So.2d 471 (Fla.1992).

“Freestanding” is an adjective describing a sign in this context. Unable to locate the definition in Black’s Law Dictionary, this Court turns to the next best thing, Meriam-Webster, who defines freestanding as “standing alone or on its own foundation free of support or attachment”. *Freestanding*, Meriam-Webster Online Dictionary, <https://www.merriamwebster.com/dictionary/administration> (last visited Mar. 27, 2023). As such, a “freestanding sign” is a sign that stands alone or on its own foundation, free of support or attachment. With this definition now in the foreground, we turn back to the sign in dispute.

Appellee presented an image and a video of Appellant’s sign in the Askew Student Life Center to this Court. The evidence presented showed a near life size cutout of three of Appellant’s candidate, with the cutout standing upright. Absent from the image was any indication another structure supported the sign, in fact the sign casts a shadow on the adjacent wall, demonstrating that the back wall did not support it. While Appellant alleged that the sign was in fact supported by boxes holding the sign up, Appellant was unable to proffer any evidence that the sign was tethered to another structure. Absent any evidence showing that the sign was not

“freestanding”, this Court holds here, as well as in the substantially related matters of 23-SP-SC-07 and 23-SP-SC-08 that Appellant’s sign is in fact a “freestanding sign” as referenced in SBS § 709(1)(C), the Oglesby Union Board Policy Manual, and FSU-2.0131, and under its plain meaning as widely accepted by relevant definitional authorities.

CONCLUSION

In closing, we reject Appellant’s arguments that the posting policy map is unclear or silent regarding “freestanding signs” within buildings. When read in conjecture, the policies state that freestanding signs are limited to the designated highlighted areas only. Moreover, we reject Appellant’s argument that their cardboard cutout is not a freestanding sign. When giving “freestanding” its ordinary and plain meaning, no evidence was provided to demonstrate that the sign did not meet this definition. As a result, we conclude that Appellant did in fact violate SBS § 709(1)(C) when they placed their freestanding sign in the Askew Student Life Center.

Having found no substantive error by the Election Commission, the lower tribunal’s finding of responsibility in 2023-EC-SPR-07 is **AFFIRMED**. The Elections

Commission is hereby ordered to enforce the collection of the penalty levied against Appellant in conjunction with any other penalties so levied after the resolution of proceedings in all subsequent matters before the Elections Commission and this Court related to the Spring 2023 SGA elections.

DONE and ORDERED on March 30, 2023 in Tallahassee, FL