IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH
CIVIL DIVISION

Lucas Seidman CASE No.: 26-CA-000617

VS

Hillsborough County Public School District,
inseparable from its policy-promulgating "Board" DIVISION: A

NOTICE OF PLAINTIFF'S MEMORANDUM RELATING BACK TO ORIGINAL

STATEMENT OF COMPLAINT

Under the auspices of Florida Rules of Civil Procedure, Rule 1.190, generally, and with the implied consent of Defendant AND with leave of this Honorable Court, that certainly true justice demands an outlook of open discovery, good faith negotiation, and clarity of purpose for all interested and aggrieved parties, LUCAS DAVID SEIDMAN, as Plaintiff and Conductor of His own Cause in accordance with FSS 454.18, enters this Memorandum RELATING BACK TO his original Statement of Complaint, without altering its content nor sentiment, and with opposing party not prejudiced because any new claims rely on facts already reported in the original.

Made known here that a copy of this document has been furnished in digital form to Defendant through Efile on Good Friday, April 3rd, 2026.

Offered with respect to the Court in the light of Truth and in the pursuit of Justice,

Lucas Seidman
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TCL08@protonmail.com
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Plaintiff, *in forma pauperis*,
Conductor of His own Cause

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH
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VS

LUCAS SEIDMAN DIVISION: A

DEFENDANT'S MEMORANDUM RELATING BACK TO ORIGINAL STATEMENT OF COMPLAINT

SOME CHARGES AGAINST DEFENDANT HEREIN NAMED ARE CRIMINAL ACTS, if only by virtue of it and its Board maintaining Various places of nuisance within the paradisical city of Tampa, Florida.

PLAINTIFF IS UNDISPUTEDLY A VICTIM.

PURSUANT TO THE CONSTRUCT OF FSS 960.0021 and ARTICLE 1, SECTION 16 OF THE FLORIDA CONSTITUTION, PLAINTIFF INVOKES THE RELEVANT AND AVAILABLE FLORIDA CONSTITUTIONAL PROTECTIONS OF MARSY'S LAW AS APPLIED TO THE VICTIMIZER OR ITS ASSOCIATES.

ALL previous pleadings remaining intact, in order to foster the application of Justice in this case, Plaintiff sets forth the following sequenced arguments, that no material facts shall remain in dispute through convolution of narrative, dilatory or other unethical concealment:

THUSLY, PLAINTIFF FEARLESSLY AND COMMITTEDLY CHARGES:

I

Violation by an employer of the Statutory Protections of FSS 790.251

Specific Cause of Action

As found in FSS 790.251(6):

(6) ENFORCEMENT.—The Attorney General shall enforce the protections of this act on behalf of any customer, employee, or invitee aggrieved under this act. If there is reasonable cause to believe that the aggrieved person's rights under this act have been violated by a public or private employer, the Attorney General shall commence a civil or administrative action for damages, injunctive relief and civil penalties, and such other relief as may be appropriate under the provisions of s. 760.51, or may negotiate a settlement with any employer on behalf of any person aggrieved under the act. However, nothing in this act shall prohibit the right of a person aggrieved under this act to bring a civil action for violation of rights protected under the act. In any successful action brought by a customer, employee, or invitee aggrieved under this act, the court shall award all reasonable personal costs and losses suffered by the aggrieved person as a result of the violation of rights under this act. In any action brought pursuant to this act, the court shall award all court costs and attorney's fees to the prevailing party.

Assertion #1:

It is INDISPUTABLE that there is no convincing reading of Florida law wherein Defendant did not fully enjoy Statutory Protections, found as Prohibitions, in FSS 790.251(4) nor the general lawful, superseding statutory Right to possess firearms pursuant to FSS 790.25(2)(a), among others, and violation of such statutory protections is a crime, subject to civil action as indicated in the above Statute and FSS 790.33.

1) The State of Florida legislature has preempted the field of firearms in its entirety in FSS 790.33.

2) All employees, invitees, attendees, and other classifications of visitors to any business, with schools constituting such entities, enjoy the protections of FSS 790.251 and thus the right to constructively possess a firearm in their conveyance for self defense purposes unless otherwise compelled by State or Federal law.
3) The Florida Legislature does allow that individual school districts can waive the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), but requires specific language according to *State v. Ragland, 789 So. 2d 530, 534 (Fla. 5th DCA 2001); and Forrester v. Sch. Bd. of Sumter Cnty., 316 So. 3d 774 (Fla. 5th DCA 2021)*.
4) It is of note Districts are given the power to regulate "student and campus parking privileges." (FSS 790.115(2)(a)(3))
5) Hillsborough County School Board Policy 3217 does not, nor do any of the policies of Hillsborough County School District, properly waive the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), what has become commonly known as "adequate notice of waiver", as demanded by the Florida Legislature, as indicated by the above named appellate court cases.
6) This means, without containing the express notice of waiver, all district policies remain generally prohibitive policies that cannot be used to move Law Enforcement to search and arrest under the power of FSS 790.115. (*State v Ragland* and *St. Lucie County School Board v. Potts*, Case No. 22-3771TTS (DOAH June 20, 2023) (Recommended Order).
7) Therefore, the Defendant, at time of search and arrest, still enjoyed the protections of FSS 790.251, as would any invitee, customer, employee, or visitor on district property.
8) This means, specifically, according to Ragland, that Hillsborough District sworn law enforcement search and seizure and separate but linked Sheriff's Department, holding SROs

as subordinate in the school chain of command through preponderance of evidence, arrest and charging have been carried out **unlawfully, in violation of FSS 790.251.**

9) Notwithstanding this straightforward reading of controlling case law, FSS 790.251 indicates FSS 790.115, which has specifically given districts the ability to waive or abrogate the statutory protections found in FSS 790.25(4) for parking privileges, but the legislature has not given specific power to any body, and more importantly has reserved for itself through FSS 790.33, the ability to waive, abrogate or otherwise abridge the right to own, possess, and use firearms as found in FSS's 790.01(1)(b), 790.25(2)(a) or 790.25(2)(h).

10) This means that with or without a notice of waiver, the Defendant still enjoyed the statutory protections for the Florida Outdoorsman and Army Reservists subject to recall, constructively possessing in a locked conveyance a firearm contained within a snap button holster, and the protections of FSS 790.01(1)(b). **Further, FSS 790.25(3) offers a superseding construction, bolstered by FSS 790.33, that through any plain text or supremacy of text reading quite simply "means what it says."**

11) The conclusion of this is that, based on the material facts, and all evidence entered and to be entered, Defendant was authorized to constructively possess a firearm or concealed weapon of any kind within his conveyance, and in nearly any safe manner because FSS 790.25(2) does not require for weapons the specific condition of secure encasement AND the Defendant was not, nor is to this day, authorized to violate such statutory protections, nor make locally-spawned policies that can be construed to violate these protections through adverse action taken. **Any such adverse action is prohibited by FSS 790.251(4).**

12) It is of further interest that even the Federal Gun Free School Zone Act of 1990 permits those with authorization from the state to possess weapons perhaps anywhere on campus as well as those under an employment contract with a school, via its parent organization the District, that has not addressed waiver of any Fundamental Rights but invokes and affirms State Law, both of which the Defendant enjoyed.

13) **This means, without threat or exhibition, there is no federal, state, or district policy that is actionable in terms of its ability to be used for probable cause, search, seizure, arrest, and further, any kind of prosecution, making all Law Enforcement action in this case carried out in violation of FSS 790.251.**

14) This same chain of events brings about a charge of:

II

Violation of The State's Preemption of the field of Firearms as found in FSS 790.33

15) Treated with clarity in original complaint accompanied by filed evidence showing **specific adverse effects**, with recognition that the violation of the state's preemption itself is the genesis of nearly every word that shall be written or spoken regarding this matter but not the fundamental cause of all troubles listed within, more likely chalked up to insufficient emergency chains of command, a selfish human desire to not be wrong, and lack of subject matter expertise.

16) It is not unlawful to have a generally prohibitory or prohibitive policy banning all weapons on a campus. What is unlawful is using that policy to move law enforcement to search and/or arrest, in the absence of any specific Notice of Waiver or, in this case, in the absence of any

legislative authority giving the Hillsborough school district the right to abridge or abrogate protections found in FSS 790.25(2) subsections, or FSS 790.01(1)(b).

17) Not to beat it to death, but the moment that a locally-spawned policy that is outside of the specific power that has been given through statute to a duly constituted body like the school district or its board is used in place of the law, that is called violation of the State's Preemption.

18) The state has preempted, *taken* for itself, **all** of the power, only *given* some here and there when it determined it was necessary to make life safer for others, and then to go outside of the specific and narrow power that the state has given to any body to regulate firearms in places that would otherwise be absolutely lawful to do so is violation of preemption.

19) There need not be more evidence already filed, though there will be, that demonstrates such violation and adverse effects.

20) The cardinal rule of statutory construction is 'that a statute should be construed so as to ascertain and give effect to the intention of the Legislature as expressed in the statute.' " City of Tampa v. Thatcher Glass Corp., 445 So. 2d 578, 579 (Fla. 1984) (quoting Deltona Corp. v. Fla. Pub. Serv. Comm'n, 220 So. 2d 905, 907 (Fla. 1969))

21) FSS 790.33 could not be clearer in its encouragement of private citizens and organizations composed of them to seek civil redress when unduly hindered by *Ultra Vires* policies that create arbitrary enforcement environments, 14th Amendment violations, and can only ever end in unlawful, perhaps seditious abridgment of Fundamental and Secured freedoms.

22) Logical preponderance of the various weapons statutes compiled, for the benefit of imminent Defendant policy change, bringing itself into legal compliance and reducing exposure while retaining maximum prosecutorial power for actual criminals, should they really appear on

campus, suggests that those individuals who are not under contract or employed by the school district enjoy parking "privileges", distinct from contracted employees as further defined below, and are generally subject to felonies, or in the case of those *with* authorization, misdemeanors, should they be found to be possessing a weapon on campus.

23) Further evidence not yet entered into the record shows the State Attorney's office as considering Hillsborough County Public School District's generally prohibitive policy to be capable of criminalizing an otherwise lawful act. This is incompetent legal interpretation and violative of State's Preemption. That the State's Attorney can't or won't enforce laws correctly and attempts to push District policy *as* a law cannot serve as the basis for Defendant's failure to conform to State Law.

24) Though Plaintiff highlights for this court that the 2nd DCA has never ruled on this matter, the fruits of 5th DCA findings have been used in all 67 counties. Hillsborough County is conspicuously behind as just over a bridge the policies announce the law without hiding from it, as seen in evidence. (Plaintiff Exhibit AO)

25) As they are contracted with NEOLA, the School Board is well aware of what a Notice of Waiver is, how specific it must be, and had not included one in their policies, making them also guilty of violating the State's Preemption of the field of firearms as found in FSS 790.33 when using these policies to move law enforcement to search and seize.

26) The initial choice to not respect the privacy of employee conveyances, as demanded by both the US and Florida Constitutions AND the statute in question, created a cascade of violations on 8/20/25 by Defendant, and there's no good argument against this nor Defendant's direct liability in the matter.

27) Further, the contract regularizes employee attendance at District facilities in support of the academic work day, which must be seen to be the paramount “school-sanctioned activity”, as it is the core purpose of our academic institutions.

28) That employee conveyance in private automobiles is seen as a necessity to the function of nearly all “school-sanctioned activities” means all action taken by Contract Educational Staff to safely, lawfully convey themselves to their place of duty represent actions taken in support of the function of the institutions.

29) If, as their contract invokes and affirms Florida law, they lawfully possess firearms in their vehicles, then they are certainly possessing them “in support of school-sanctioned activities” and that action is “authorized” in every way it must be by a binding contract that invokes and affirms Florida State Law.

30) Therefore, barring any threats or unlawful exhibition, barring any negligent storage of firearms or discharge of firearms, all as indicated in FSS 790.115, Contract Educational Staff are mostly legally empowered to carry any weapon they would like to, including firearms, because they are doing so in a manner “authorized in support of school-sanctioned activities”.

BRAZENLY:

31) This information aggrieves and will aggrieve those who have wasted municipal effort and money charging and prosecuting Contract Educational Staff in the state of Florida in the last few decades.

32) Upon preponderance of the logical uses of FSS 790.115, upon preponderance of the inherent difference between staff parking and that of minors, age of majority students or other visitors, the straightforward conclusion is that the parking of Instructional Staff, particularly as the HCTA

contract assists in its definition, is not a "privilege" and thus is not subject to the prohibitive language of FSS 790.115. ("It is a fundamental principle of statutory construction that where the language of a statute is plain and unambiguous there is no occasion for judicial interpretation." Forsythe v. Longboat Key Beach Erosion Control Dist., 604 So. 2d 452, 454 (Fla. 1992))).

33) Monetary Compensation Due for Violation of Rights under FSS 790.251: As the statute sets no cap, but the egregious Constitutional violations are otherwise somewhat tortious, though not torts under FSS 768.28, Plaintiff finds it logical and reasonable to borrow from the statutory caps of State Torts and seeks the maximum because of the compounded nature of the affront, the value of preserving 2nd, 4th, 5th, 9th and 10th Amendment rights for all so absolutely high, that violating them must be prohibitively costly to discourage *Ultra Vires* District or Designee actions.

34) This makes for a total price of **$200,000.00** as a maximum, and **$100,000** from FSS 790.33(3)(f)(1)

35) Plaintiff has been rendered nearly unemployable by Defendant and pleads *in forma pauperis* so all money sounds good but offers the Court that because this is an issue of great public importance, and a way of not violating, besides all of the rights listed above, the 14th Amendment rights of all teachers, specific equal protection under, not just "the law", but the actual FSS 790.251, the award shall hopefully then be close to the maximum of whatever amount this Honorable Court shall set as the maximum as it relates to the cause of action in FSS 790.25(6).

36) Clarification : As facial readings of FSS 790.251 can be confusing, a Notice of Constitutional Challenge is attached to this case. The Attorney General is charged with enforcing the Statute and thus a complaint for violation of FSS 790.251 has been filed with its office and receives service on this case.

37) This does not preclude filing of private Civil action.

38) Second Clarification: Plaintiff cites generally the substance of Amici Curiae from *United States v Ayala,* a Federal case, but a local and relevant one, as it considers the substance of FSS 790.251(7). To put it succinctly, most work sites that have any Legislative power to further restrict the possession of firearms on their property also have robust security and are driven by stringent Federal or State Laws.

39) The Legislative intent of FSS 790.251, appears here:

3) LEGISLATIVE INTENT; FINDINGS.—This act is intended to codify the long-standing legislative policy of the state that individual citizens have a constitutional right to keep and bear arms, that they have a constitutional right to possess and keep legally owned firearms within their motor vehicles for self-defense and other lawful purposes, and that these rights are not abrogated by virtue of a citizen becoming a customer, employee, or invitee of a business entity. It is the finding of the Legislature that a citizen's lawful possession, transportation, and secure keeping of firearms and ammunition within his or her motor vehicle is essential to the exercise of the fundamental constitutional right to keep and bear arms and the constitutional right of self-defense. The Legislature finds that protecting and preserving these rights is essential to the exercise of freedom and individual responsibility. The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.

40) A plain text or supremacy of text reading supposes a law means what says.

The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.

41) The text is rather clear.

42) And to reiterate no Specific State or Federal Law restricts lawful constructive possession of firearms by Contract Educational Staff and thus anything short of restoring their rights to them by reigning in ultra vires action is not Justice.

Definition

A Legal Definition from Black's Law Dictionary

43) Ultra Vires - A body exercising an invalid excess or power of authority.

44) The term is Latin in its origin.

45) *Ultra* means above or beyond, approximately.

46) *Vires* is purported to mean strength.

47) *Vires* shares a Proto-Indo-European Cognate with *virya*, which is a Sanskritic word with context similar to power or strength but ultimately is commonly as "masculine power".

48) And thus "beyond masculine power"

49) When organizations act to enforce policies outside of the scope of what power a granting authority like the Florida Legislature has given them, they are acting "beyond their strength " or, perhaps beyond the limits of even the greatest men.

FURTHER:

50) THE FOLLOWING FLORIDA CONSTITUTIONAL VIOLATIONS OCCURRED AS A MATTER OF OPERATIONAL DISCRETION BY DEFENDANT, DESCRIBED MOMENT BY MOMENT AND WELL-DOCUMENTED WITHIN EVIDENCE ALREADY FILED AND SERVED, AND FURTHER EVIDENCE TO COME AND SHALL BE TREATED AS TORTS,

WITH LEAVE OF COURT, UNLESS THEY ARE SELF-EXECUTING, SEE, DEPT. OF HEALTH REHAB. SERV. v. Whaley 574 So. 2d 100 (1991):

III

Right to Privacy — Article 1, Section 2

51) That every natural person has "the right to be let alone and free from governmental intrusion into the person's private life," has not been construed by Defendant to remain out of the affairs of private conveyances so long as it is not affecting the health, safety or welfare of the students, which again should remain most important throughout all of the pages we churn through in this litigation, is a matter of great public importance for all Contract Educational Staff and shall not go unredressed,

52) Declaratory and Injunctive relief sought is informed by this charge but shall not be different than what is sought herein:

53) Compensatory Cost to Defendant: $200,000

IV

Various Search and Seizure Rights under —- Article I, Section 12

54) That constitutional guarantees of equal protection under the law have not been extended by Defendant in its policy promulgations to Contract Educational Staff, as human beings, trusted persons who are, in effect, state officials with direct power over other human beings via *New Jersey vs TLO and* State Statute*,* far beyond that of the average citizen, affirming in this case Floridian prohibitions against Search and Seizure for age of majority private citizens shall not go unredressed.

55) Violation of this is a crime and requires no more Prohibitions than law has already set forth.

56) Further "If the statute is 'clear and unambiguous,' then this Court does not look beyond the plain language or employ the rules of construction to determine legislative intent—it simply applies the law." (Gaulden v. State, 195 So. 3d 1123, 1125 (Fla. 2016))

57) The law could not be clearer in several places regarding what is probable cause to Search and how Searches must be conducted and that warrants are required, even when children are involved.

58) Compensatory Cost to Defendant: $200,000

V

Unlawful Imprisonment

59) Circa 48 hours in a minimum security facility filled with interesting characters but no provision for Plaintiff's specialized religious diet calculated at $1,000 per hour.

60) Herein, Plaintiff felt much like Gandhi or Mandela on hunger strike but also persecuted in the same way as Plaintiff has not drank alcohol in nearly a decade, does not use drugs except for coffee and tobacco, does not engage in general carousing or further immoral behavior and did not commit a crime. "Deciding whether to take someone into custody is a discretionary act for which sovereign immunity has not been waived." Everton v. Willard, 468 So. 2d 936 (Fla. 1985)

61) Temperate, Celibate, Vegan, Disabled Veterans do not get carted away from Public Schools in chains every day and Plaintiff never authorized that he should be the first technical *Brahmachari* to be strip searched and have to bend over and spread his anus wide for another man, nor watch another grown man snigger at him upon revelation of a smaller-than-height-would-suggest penis.

62) Thusly,

Plaintiff entitled to: **$200,000 maximum**
Plaintiff demands from Defendant: **Every. Dime.**

63) While all of these violations can be collected from Defendant simply because they are violations, they also can be collected because they have inflicted and will continue to inflict, through any informed foreseeability analysis, emotional and psychological impact that will easily invite non-economic damages, even as punitive damages, sending the clear message that you cannot treat people this way and not "pay the price." See, quite specifically, *Rowell v. Holt* (Florida Supreme Court, 2003) Hill v. Department of Corrections (3rd DCA, 1980s) S.H. Kress & Co. v. Powell

64) For ALL Torts, bear in mind that unlawful regulatory action is not shielded by immunity. That's *Ultra Vires*. There need be no notice of claim as FSS 768.28 ceases to apply, and even the limited waiver of sovereign immunity has been voided by ultra vires action.

65) No six month notice of claim was filed with the state agency, nor will it be.

VI

Negligence

66) This is treated with formulaic simplicity in the original complaint.

67) Consider that employees who have a set of expectations surrounding discharge of their daily duties as citizens granted *in loco parentis* powers and others clearly enumerated by FSS 1015 need to be able to act within the specific confines of any board policy and not regularly be subject, while acting within those confines, to the threat of arrest and prosecution.

68) If at any time preponderances lack case law to set standards or give guidance, do not be afraid to embrace our collective role as truth seekers and reporters surrounding an issue of great public importance that are clearing "statutory and policy rot" from a system and ushering in an era of transparency and compliance in support of the rights of all Citizens and even the ability of the board to focus on what matters, Hillsborough Schools and their optimal functioning. In other words, don't be afraid to "go De Novo" in the new world.

69) Tortious concepts of Negligence can be linked, in this case, with the Employee Handbook, in its PDF and the link forms as specific:

VII

Fraudulent Inducement

70) Treating the employee handbook as an extension of standing policy treated generally by the collective bargaining agreement, as the district is authorized to follow Florida State Statute to promulgate its policies, provided they are setting them in accordance with the law, however:

71) That Defendant has made a false statement in its writing and publishing that it has the authority to limit lawful constructive carry of firearms in employee personal conveyances is more than the Legislature has allowed for.

72) The idea that Defendant was not aware that it was performing this Ultra Vires action could be the scariest of all, but we will stipulate that Defendant knew.

73) There is no question that when Defendant made this policy, and any promissory estoppel by its designees representing probably what is mostly an ill-informed interpretation of statute, as can be found in Plaintiff evidence from the arrest, that Defendant fully expected Plaintiff, and all

Contract Educational Staff, to have subscribed to the specific behavioral expectations outlined in its policies.

74) Plaintiff did have a justifiable reliance on the published material, Defendant being "the trusted authority" and was justified in looking to its employer for behavioral expectations that would keep them compliant with the law.

75) Plaintiff did suffer damages as a result of relying on the misrepresented truth of the lawfulness of possession of a firearm in a conveyance, as presented by Defendant, and did suffer damages, which have been recounted within the original statement of complaint and this addendum. "A governmental employee's negligence that proximately causes injury to another entitles the injured party to redress". Hargrove v. Town of Cocoa Beach, 96 So. 2d 130 (Fla. 1957).

Assertion #2

Contract Educational Staff Parking is NOT a Privilege.

(And this IS Non-Negotiable, AS IT DOES REPRESENT A QUESTION OF GREAT PUBLIC IMPORTANCE SIMPLY WAITING TO BE RESOLVED AND affects probably nearly 200,000 Employees in the State of Florida Every Day)

76) Instructional Staff Parking is not a "privilege" and thus teachers fully enjoy the protections of FSS 790.251 and their CTA contract, **with or without** notices of waiver of the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), notwithstanding all other statutes that afford them the lawful right to possess lawfully owned firearms in their vehicles *or elsewhere* that the Legislature has not specifically given the District the ability to abrogate through FSS 790.115 or

corresponding board weapons policies AND it is illegal for the District to promulgate AND then enforce policies otherwise.

77) **Declaratory Relief sought:**

Contract Educational Staff Parking is not a privilege and is not subject to the prohibitive language of FSS 790.115(2)(a)(3).

78) For the pleading and capture of this specific phenomenon, Plaintiff seeks no specific compensatory damages, but rather will enjoy the spiritual, moral compensation of receiving due declaratory relief that the policies, as written and published, are unlawful.

79) Further compensation shall be had in the form of protecting fellow citizens by gaining court injunction permanently toward Defendant ability to write or publish any policy that is *Ultra Vires*, or even worded too tricky, which is not the standard for policies that border on law or can be used to move law-enforcement.

80) Let us ring in an Era of Transparency, wherein the rule of strict construction can and will be followed, and Contract Educational Staff, and any visitor to the campus will be apprised of what is prohibited (or allowed) by very clear and precise language.

81) THIS PARTICULAR DECLARATION shall PASS The May v. Holley Test, as derived from a landmark New Smyrna Beach real estate dispute that generally treats declaratory relief.

82) THERE IS A: real, present, and practical **bona fide dispute** that exists between Plaintiff and Defendant.

83) This invites, or has invited, **Justiciable Controversy** in that Plaintiff seeks a declaration regarding their rights, status, immunity, power, or privilege.

84) **Thousands of employees have been left in doubt** as to their rights, status, immunity, power, or privilege.

85) There is a present, actual **need** for the declaration, and all affected parties are before the court, in a very general sense.

86) The question of standing is indisputable. Petitioner has been defamed, mistreated, hefted with financial burden, still cannot pass an FDLE background check to secure employment that will suit a veteran who can barely walk in some hours and must have justice in this controversy and morally must protect others from similar undesirable outcomes.

87) All Declaration in this matter is **Not Advisory**, nor will the Court be asked to grant relief to answer abstract questions, solve hypothetical issues, or provide legal advice.

88) Injustice anywhere is a threat to just everywhere. The place is HERE. The Time is now.

89) Further, NOTHING PRECLUDES THE PLAINTIFF FROM SEEKING EDUCATIONAL EMPLOYMENT WITHIN THE JURISDICTION OF THIS CIRCUIT AND THUS THIS MATTER IS NOT CLOSED AND PLAINTIFF, ALSO ENGAGED WITH THE MATTER IN CRIMINAL COURT, MAINTAINS STANDING AND SEEKS DECLARATION, BY INVOKING Chapter 86 of the Florida State Statutes,

Power to construe.—Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

90) Herein LUCAS DAVID SEIDMAN does CLAIM, IN GOOD FAITH BEFORE THIS COURT, TO BE INTERESTED BUT NOT REALLY IN DOUBT THAT TEACHER PARKING IS NOT A PRIVILEGE, NEVER HAS BEEN, AND NEVER WILL BE—AND

91) Bearing in mind when MSJ time comes, AS THERE IS A **HIGH LIKELIHOOD OF SUCCESS** IN ESTABLISHING PREVALENCE ON THE FSS 790.251 and FSS 790.33 counts, that:

86.111 Existence of another adequate remedy; effect.—The existence of another adequate remedy does not preclude a judgment for declaratory relief. The court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar. The court has power to give as full and complete equitable relief as it would have had if such proceeding had been instituted as an action in chancery.

VIII

Breach of Employment Contract, governed by Collective Bargaining Agreement, by Defendant

Specific Cause of Action

Independent of FSS Chapter 86, All Common Contract Law as an amalgamation of historical reconciliation of disputes between parties

92) Pursuant to *Pan-Am Tobacco Corp. v. Department of Corrections*, the government, or any actor who would otherwise enjoy sovereign immunity, waves immunity when it enters into a contract.

93) In case it was not clear, given the heft of the Underlying Constitutional and Statutory Issues affecting Plaintiff and all Hillsborough Contract Educational Staff, no adequate remedy exists in the Collective bargaining agreement with respect to grievance procedures.

94) Further, after walking into a meeting where Plaintiff was at first denied union representation, and then told, without the benefit of any hearings or due process investigation, Defendant was

offering “termination or resignation,” in violation of the grievance process, exhaustible administrative remedies were, in effect, blocked notwithstanding holding them futile, or inadequate, and Plaintiff is excused from them.

95) This information is sworn here and certainly appears in items or detailed transcripts noted in the duly filed and served request for production of documents, and could only ever be attested to as true by the workers in the Office of Professional Standards upon being called before the Court.

96) Consider:

1001.32 Management, control, operation, administration, and supervision.—The district school system must be managed, controlled, operated, administered, and supervised as follows:
(1) DISTRICT SYSTEM.—The district school system shall be considered as a part of the state system of public education. **All actions of district school officials shall be consistent and in harmony with state laws** and with rules and minimum standards of the state board. District school officials, however, shall have the authority to provide additional educational opportunities, as desired, which are authorized, but not required, by law or by the district school board.
(2) DISTRICT SCHOOL BOARD.—In accordance with the provisions of s. 4(b), Art. IX of the State Constitution, district school boards shall operate, control, and supervise all free public schools in their respective districts and **may exercise any power except as expressly prohibited by the State Constitution or general law**.

And:

1001.41 General powers of district school board.—The district school board, after considering recommendations submitted by the district school superintendent, shall exercise the following general powers:
(1) Determine policies and programs **consistent with state law** and rule deemed necessary by it for the efficient operation and general improvement of the district school system.

And:

6) LEGAL ISSUES.—The district school board may adopt policies and procedures necessary to implement federal mandates and programs, court orders, and other legal requirements of the state.

And:

11) PERSONNEL.—The district school board may adopt policies and procedures **necessary for the management** of all personnel of the school system.

Bold added for emphasis.

97) If the District could make its own legally enforceable weapons policies for age of majority private citizens, The District would need to show necessity within the historicity of gun control laws of the US that warrants such fearmongering, skullduggery and nefarious undermining of the backbone of this Country, wherein as a place of argument like a legislative building or courthouse, age of majority teachers assemble and get so "hot under the collar" that they may not possess firearms or further arms in their conveyances to keep them safe on the daily commute, out of fear of discharge or duels breaking out.

98) There is no basis for any attempt to further restrict the possession of firearms by law-abiding citizens and if you cannot trust them to act responsibly, then open your wallet and hire people who you can trust, as someone who cannot be trusted to lawfully constructively possess a firearm, only if they choose to exercise such rights, may not have the composition of character required to take on further empowerments issued by the state generally and through FSS 1015, when educating the youth.

Assertion #3

There is no "just cause" in this termination of an educator, as found in the Collective Bargaining Agreement nor FSS

99) Plaintiff protections exist on two levels. One through the collective bargaining unit itself, through the collective bargaining agreement signed and agreed to by the district, and separately

through the Heroes in the Classroom contract, which further extended Plaintiff's commitment to working for the district for two years.

100) Both were breached by Defendant.

101) U.S. Supreme Court, Smith v. Evening News Association, 371 U.S. 195 (1962) confirms that a suit can be maintained by an individual employee, though they are only a third party beneficiary of a CBA.

102) There are also tremendous Civil Rights concerns within this matter and only courts of this state and beyond can provide adequate remedy. See, Wright v. Universal Maritime Service Corporation, 1998 WL 788796 (November 16, 1998) wherein The Court held that a generally-worded arbitration provision of a collective bargaining agreement, such as the provision to which Wright was subject, cannot bar access to federal courts by employees seeking redress under the civil rights laws.

103) From FSS 1012.33:

a) Each person employed as a member of the instructional staff in any district school system shall be properly certified pursuant to s. 1012.56 or s. 1012.57 or employed pursuant to s. 1012.39 and shall be entitled to and shall receive a written contract as specified in this section. All such contracts, except continuing contracts as specified in subsection (4), shall contain provisions for dismissal during the term of the contract only for just cause. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

104) Unless Defendant shall seek to override the contract, through the law which gives it its language, and argue Federal, State, and even CBA-authorized lawful constructive possession of a firearm qualifies as a “but is not limited to” offense, then there is no “just cause” for termination.

105) Additionally, as iterated elsewhere, FSS 790.251 prohibits employers from taking action against employees in a case like this, specifically prohibits adverse action for lawful firearm possession in a vehicle.

106) Discipline for lawful conduct protected by contract or law or The Constitution is egregious and is rarely upheld.

107) The School District is not a court and yet confers edicts through a grievance structure that unduly undermines the seeking of redress pursuant to the Collective Bargaining Agreement, reserving for itself, in the best of cases, multiple levels of informal hearing wherein teachers must grovel against unfounded charges with no definite sense of suspension or termination reversal.

108) If the District wishes to be its own Autocratic Principality, it must still abide by the Florida Constitution, unless it shall be termed an oblast or given a truly autonomous carve out like Andorra, or Vatican City. Otherwise, humoring Defendant’s assertion that grievances ending or beginning in arrest in conflict with the CBA need not travel directly to DOAH, the Florida Constitution, Article III, Section 11 provides:

SECTION 11. Prohibited special laws.—
(a) There shall be no special law or general law of local application pertaining to:
(1) election, jurisdiction or duties of officers, except officers of municipalities, chartered counties, special districts or local governmental agencies;
(2) assessment or collection of taxes for state or county purposes,

including extension of time therefor, relief of tax
officers from due performance of their duties, and relief of their
sureties from liability;
(3) rules of evidence in any court;
(4) punishment for crime

109) Having offered “termination or resignation” in the first moments of a sit down, fresh out of jail, and without the benefit of union representation, Defendant indicated that they had already done all of the investigating and preponderance of evidence required to make an administrative determination.

110) This is, without having taken any evidence from Plaintiff, a violation of the above Article.

111) If the district is to function as an independent court, it must still follow rules and any kind of recognizable procedure.

112) Let this represent further justification to this Honorable Court that there was no adequate remedy available through administrative proceedings, nor any reasonable belief that administrative proceedings could be conducted with fairness, making them futile and not in accordance with the law.

113) The entirety of their process is further charged as a specific violation of Due Process in the act of breaching a contract.

A Final, Reiterative Word on Weapons Possession:

114) The HCTA contract regularizes employee attendance at District facilities in support of the academic work day, which must be seen to be the paramount “school-sanctioned activity”, as it is the core purpose of our academic institutions.

115) That employee conveyance in private automobiles is seen as a necessity to the function of nearly all “school-sanctioned activities” means all action taken by Contract Educational Staff to

safely, lawfully convey themselves to their place of duty represent actions taken in support of the function of the institutions.

116) If, as their contract invokes and affirms Florida law, they lawfully possess firearms in their vehicles, then they are certainly possessing them “in support of school-sanctioned activities” and that action is “authorized” in every way it must be by a binding contract that invokes and affirms Florida State Law.

117) Therefore, barring any threats or unlawful exhibition, barring any negligent storage of firearms or discharge of firearms, all as indicated in FSS 790.115, Contract Educational Staff are mostly legally empowered to carry any weapon they would like to, including firearms, because they are doing so in a manner “authorized in support of school-sanctioned activities”.

118) This information aggrieves and will aggrieve those who have wasted municipal effort and money charging and prosecuting Contract Educational Staff in the state of Florida in the last few decades.

119) This district and its Board and their Superintendent can only write and publish so many times the words “pursuant to Florida law or Florida state statute”, as it is found within all versions of the employee handbook, but certainly within weapons policies, before it actually has to follow what it has written, and follow Florida State law.

120) And it’s asked throughout, but Plaintiff asks again:

121) How can you terminate someone for doing what, outside of the scope of patriotic discussions of the Second Amendment Right to keep and bear arms, Florida State Law and your own handbook authorized them to do and then not admit a breach?

122) REGARDING DECLARATORY RELIEF:

Given mounting evidence and legal preponderance of Defendant as regularly, through policy, violative of state law, consider the following Florida State Statute:

823.05 Places and groups engaged in certain activities declared a nuisance; abatement and enjoinment.—

(1) A person who erects, establishes, continues, maintains, owns, or leases any of the following is deemed to be maintaining a nuisance, and the building, erection, place, tent, or booth, and the furniture, fixtures, and contents of such structure, are declared a nuisance, and all such places or persons shall be abated or enjoined as provided in ss. 60.05 and 60.06:

(a) A building, booth, tent, or place that tends to annoy the community or injure the health of the community, or becomes manifestly injurious to the morals or manners of the people as provided in s. 823.01.

(b) A house or place of prostitution, assignation, or lewdness.

(c) A place or building in which persons engage in games of chance in violation of law.

(d) A place where any law of the state is violated.

123) Plaintiff stipulates and has probably proven by English common law standard for presentation of documents and ordering of arguments, though not yet by the standards of the modern judiciary, that Defendant already broke state laws FSS 790.25(3), FSS 790.251, and FSS 790.33. Based on this, consider:

FSS "60.05 - Abatement of nuisances

(1) When any nuisance as defined in s. 823.05 exists, the Attorney General, state attorney, city attorney, county attorney, sheriff, or any citizen of the county may sue in the name of the state on his or her relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.

(2) The court may allow a temporary injunction without bond on proper proof being made. If it appears by evidence or affidavit that a temporary injunction should be issued, the court, pending the determination on final hearing, may enjoin any of the following:

(a) The maintaining of a nuisance.

(b) The operating and maintaining of the place or premises where the nuisance is maintained.

(c) The owner or agent of the building or ground upon which the nuisance exists.

(d) The conduct, operation, or maintenance of any business or activity operated or maintained in the building or on the premises in connection with or incident to the maintenance of the nuisance.
The injunction shall specify the activities enjoined and may not preclude the operation of any lawful business not conducive to the maintenance of the nuisance complained of."

124) Plaintiff IS RECOGNIZED AS INDIGENT BY THE CIRCUIT COURT AND KEEPS HIS MAILBOX THERE AND is registered at the VA hospital there, thus, as a citizen and through the construction of the above law,

125) SUES TO ENJOIN THEE AND THINE UNHOLY HOUSES OF NEGLECT AND ILL REPUTE, AS DEFENDANT, barring thee from wanton lawlessness, no matter any bulk good that comes from thy labors, *City of Miami v. City of Coral Gables, 233 So.2d 7 (Fla. App. 1970)*

126) Further stipulating through synthesis without frivolity that Defendant has "maintained a nuisance" pursuant to FSS 823.05(1)(d), bad as a whorehouse, with excusal from this Honorable court for interjecting vulgarity, by violating state law, which has already been nearly proven and awaits a judiciary stamp, and our children and taxpayers deserve more in the future in the way of accountability and SHALL HAVE IT.

127) ODDLY , SADLY,

this unfortunate designation precludes concealed carry of a firearm on or about the person *into* one of Defendant's schools pursuant to FSS 790.06, as Hillsborough District property as a whole, most likely, technically bears the distinction of being lumped into the same category as a house of prostitution, a meth lab, or a Hells Angels biker club.

128) The truth of the matter is that all Plaintiff effort at extracting from Defendant declaratory and injunctive relief is not aimed at the volume of extant nor perceived parking lot violence against teachers, or teachers who aren't safe when they're at the ATM or grocery store, that present themselves as statistics of real events that have happened, are happening, or will happen, but rather the really significant number of hours contract educational staff, who would otherwise desire to lawfully exercise their Second Amendment Right, are stopped by policy from doing so, under fear that they will lose their job, could lose their job or will go to jail and lose their house, their spouse and their children, etc., or what's even worse is those who *do* choose to lawfully possess, and they have to live in secret, hoping never to be caught like common criminals.

129) Exercise of Fundamental Rights is not a dirty, secret act.

130) To reiterate, that Plaintiff is no longer employed by Defendant means next to NOTHING in terms of his standing in the matter and justice-driven, case law-confirmed Responsibility to seek declaratory and injunctive means for a group of citizens, without class certification, as of now, but within the interests of the individual aggrieved *solo,* who have not really solicited to him, but *most likely cannot speak for themselves.*

131) FOR RECORD, THIS:

As colorful as the statement of complaint and this addendum may be, there is no vindictiveness, no sense of getting revenge against Defendant for an unlawful termination, but rather a compiling of all of the inputs of the event, close reading of the associated policies, and then a responsibility to make life better for people who are still aggrieved under Defendant action and specifically **not lose rights for others** by regularizing treatment outside of the scope of the law or remaining silent in the face of Unlawfulness.

132) Therefore, Plaintiff has the moral high ground, and it is in interest of Defendant to put this fire out immediately without further violation of Law, not just in terms of money, but the restoration of Civil Rights back to Contract Educational Staff.

133) Thus, the issue shall not be moot as a former employee seeks to implement policy changes.

“An issue is moot when the controversy has been so fully resolved that a judicial determination can have no actual effect. A case is "moot" when it presents no actual controversy or when the issues have ceased to exist." . . . "It is the function of a judicial tribunal to decide actual controversies by a judgment which can be carried into effect, and not to give opinions on moot questions, or to declare principles or rules of law which cannot affect the matter in issue." ... "A case becomes moot, for purposes of appeal, where, by a change of circumstances prior to the appellate decision, an intervening event makes it impossible for the court to grant a party any effectual relief." [Citations omitted.]

134) Your Rights as a Citizen shall never be Moot.

135) And hereby Plaintiff seeks ANTICIPATORY INJUNCTION against the Defendant for the use of any open air sniffing dog searches, portable technology searches that act under the same auspices, or any open parking lot search procedure by any technological method, be that living or electronic, without valid WARRANT that will further Abridge through legal trickery, the rights of Contract Educational Staff in parking lots, IN THE NAME OF THE STATE AS FOUND IN FSS 60.05 and confirmed by FSS 790.251, I ENJOIN YOUR HOUSE OF NUISANCE FOR AND FROM VIOLATIONS OF THE FLORIDA CONSTITUTIONAL RIGHT TO PRIVACY.

136) Do not let it be construed that the Defendant is not charged by law with orchestrating lawful searches that seek substances that actually, legitimately, realistically have an adverse effect on the health, safety and welfare of students as defined by FDOE in the Florida State Standards.

137) Plaintive highlights on record that there are three collective bargaining units in Hillsborough County that regularly deal with the Defendant.

138) Plaintive highlights for record that educated instructional staff have a contractual right or further facilities provision—we need not define it here—to a clean and well lit bathrooms.

139) Plaintiff highlights that HSEF personnel do not have the same contractual right to clean and well-lit bathrooms.

140) Plaintiff stipulates that this makes for a track record of human rights violations, wherein parties are discriminated against, and it must be mostly because of their education level.

141) This is not a frivolous add-in, but speaks to the credibility of the process by which the school district compiles information and then makes policy for its employees. Imprudently.

142) On record, Plaintiff relieves himself of the burden of having been complicit in such a violation of human rights and the 14th amendment, this responsibility heaped upon him by Defendant, and seeks redress for again, all those who cannot speak for themselves, and absolution for those who will none have it.

143) In matters of Civil Rights or small concessions it is true that collective bargaining units are, pursuant to the Florida State statutes, free to bargain for and amend their contract as they choose.

144) However, that does not mean that large groups of people, or those instructional staff who are not members of the unions, need to be grouped into any class of people holding dominion over bathroom cleanliness over another as a trophy of entitlement.

145) If a human right exists— not a civil right, but a human right—in a contract in Hillsborough County, Defendant should be the adult in the situation and make sure that all collective bargaining units have that human right in black and white.

146) For all the sarcasm and attention paid to details of weapons policies, though Defendant policy is offensively flying in the face of the Law, Plaintiff has nothing but respect for the bulk of

human beings that he met during his time employed with Defendant and let no technical but truthful assessment of School Properties as “places of nuisance” reflect for a moment the efforts of educators nor students nor those that support them. This is all for them in that no one should institutionalize nor regularize the unlawful Abrogation of Fundamental Civil Rights nor further use the halls of education as weapons against the security of a Nation or chambers in which to teach people, directly or indirectly, that they do not have a Natural Right to self-defense as a matter of their independence and self-reliance.

147) Plaintiff still regularly tries to find ways to respect the board and realize that the process of making textual changes to policies that govern large bodies of people can be a glacial one, and is driven, though it may be difficult to tell, not by the money that he feels he is out but an opportunity to do better for all of the teachers in Hillsborough County that ever were, that are, that ever will be and for all of the students, from kindergarten all the way up to the seniors who ever were, who are, and who will be.

148) If Defendant shall admit contracts were breached and monies are due, this could be a collective effort instead of very typical gameplay, exercises in cronyism, dilatory procedure, boiler plate denial offensive to the court in its presentation and tardiness, and all of the typical poses as buffers and protections for the board and district.

149) Reminder that in the context of *New Jersey vs TLO and* FSS 1015 teachers ARE state officials in very many ways.

150) From FSS 1001.51(12)(b):

Any district school superintendent who knowingly signs and transmits to any state official a report that the superintendent knows to be false or incorrect; who knowingly fails to complete the investigation of any allegation of misconduct that affects the

health, safety, or welfare of a student, that would be a violation of s. 800.101, or that would be a disqualifying offense under s. 1012.315, or any allegation of sexual misconduct with a student; who knowingly fails to report the alleged misconduct to the department as required in s. 1012.796; or who knowingly fails to report misconduct to the law enforcement agencies with jurisdiction over the conduct pursuant to district school board policy under s. 1001.42(6), forfeits his or her salary for 1 year following the date of such act or failure to act.

151) Plaintiff claims Superintendent has caused to be published and transmitted to a state official reports of the substance of Florida state laws that he knows to be false or otherwise incorrect.

152) Plaintiff claims Superintendent knew that Plaintiff had not violated policy 3217 because:

An exception to this policy includes firearms possessed by Guardian-certified School Security and any other armed HCPS employee as designated by the Board and authorized by Florida statute.

MEANS

All employees are designated by the board, as it has signed and agreed to The Contract, which authorizes possession in many forms (though one still can't carry guns into designated places of nuisance pursuant to FSS 790.06) AND many forms of possession of a firearm are authorized on and around campus, notwithstanding improper threat, exhibition, and other instances of unlawful possession.

153) Thus, Plaintiff claims for himself, on behalf of the people but for his own use, the salary in its entirety of Mr. Van Ayres, and takes it for himself in the amount of $330,000. Case closed.

154) The total calculated maximum exposure to Defendant through victimization of Plaintiff as dictated by statute:

A lot, probably more than 1 Million Dollars, $1,000,000+

155) Plaintiff sues rather directly, beyond all declaration and injunction named herein, with original Statement of Complaint, for:

WHAT THE COURT AND HIS CONSCIENCE FIND REASONABLE

156) IF Defendant shall construct a way to settle for Declaratory relief with any binding sense that the currently unlawful Employee Handbook and further policies and further enforcement will be brought into compliance with the law for the benefit of all citizens, and then onto the money, truly due to Plaintiff, then Justice will have been rendered in this circuit court case. And with a sense of Judicial Economy.

157) PowerPoint announcing the "new, updated weapons policy" could be made over the summer and available for teacher welcome back to school auditorium sessions in August.

AND

158) That the woman who works in the Office of Professional Standards and initially offered Plaintiff "termination or resignation" shall be removed from any position working with contract educational staff, not out of spite, but because she does not believe in the rights of union workers.

159) In the interim, timely service of request for production shall be appreciated as they are all municipal records and as Section 119.01(1), Florida Statutes expressly provides that "it is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person."

160) It all starts with policy + unlawful administrative *discretionary* action:

Violation of the State's Preemption of the Field of Firearms,

as found in FSS 790.33, began, in this case, the moment non-transparent local policy was treated as law and used to search and arrest by sworn law enforcement, and has been thoroughly treated in previous filings. It's time to restore Civil Rights to all Contract Educational Staff.

If it please this Court, let these legal reasonings and very straightforward pleadings serve as clarifying addendum and adequate support for their parent Statement of Complaint, let them guide Defendant in its assessment of what is truly due The Aggrieved, and let them assist the Court in rendering speedy and adequate Justice for all those with concern in this, a personal matter, but one rooted in a matter of great societal importance.

Made known here that a copy of this document has been furnished in digital form to Opposition Counsel of Record on Good Friday, April 3, 2026.

Offered with respect to the Court in the light of Truth and in the pursuit of Justice,

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Plaintiff, Conductor of His own Cause