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 Division: A

PLAINTIFF'S STATEMENT OF COMPLAINT

Plaintiff, LUCAS DAVID SEIDMAN, (hereinafter "Plaintiff"), Conducting His own Cause pursuant to FSS 454.18, attaches suit to the Defendant, Hillsborough County Public School District, represented by its Board, (hereinafter "Defendant"), and reports:

1) Unlawful enactment of written and published policies Subversive to the State of Florida's Preemption of the Field of Firearms in its entirety and relating, in the material facts of this case, specifically to the constructive possession of firearms in HCTA-contracted Instructional Staff vehicles that did lead to Unlawful Search and Seizure, Unlawful Detainment, Arrest, and Incarceration, employer Negligence, Unlawful Termination that represented Breach of Contract, loss of income, Court-declared Indigence, needless public defamation and further various *severe adverse effects*.

NATURE OF ACTION

This action seeks, under the invocation of permissive Joinder of Causes by the same Plaintiff as defined in the Florida Rules of Civil Procedure 1.270:

1) Injunction against these Unconstitutional policies, with recommendation for removal of all Unlawful and Unconstitutional policies written and published by Defendant designed to restrict Employee action regarding the Lawful and secure possession of personal firearms or other defensive items in a personal conveyance.

2) Declaration in the full view of The Citizenry and its Judiciary Record that parking for HCTA-contracted personnel, pursuant to language in the HCTA contract, is not defined as a "privilege" and, without limiting other applications of this concept, places said parking outside of the reach of FSS 790.115(2)(a)(3), which is clearly intended for regulation of contents of conveyances of students, invitees, visitors and other classifications of persons that regularly appear statewide on School Property or at School-sponsored events.

3) Recovery of maximum statutory actual damages incurred as a result of Defendant's enactment, through non-instructional personnel and Law Enforcement acting upon advisement of non-instructional personnel, of excess and Unconstitutional firearms possession policies in Violation of the State's Preemption of the Field of Firearms found in FSS 790.33 leading to Unlawful Search and Seizure, hasty public defamation, wrongful Termination, Breach of Employment Contract on the part of the Defendant, financial hardship and further *adverse effects*.

4) Reasonable attorneys fees accumulated as a result of initiating and seeing this action through to its Just end.

5) Any damages the Court sees fit to award Plaintiff outside of the scope of collection of statutory maximum defined in FSS 790.33 but in accordance with relevant Federal and Florida Statutes governing employer Negligence, Breach of Contract, and Violations of Constitutional

and Statutory Rights of Private Citizens by Law Enforcement when Law Enforcement is acting under the direction of Public School Boards or their designees.

REASON FOR PERMISSIVE JOINDER

This Cause arises from four distinct triable legal domains, any of which could be rightfully used to seek Declaratory, Injunctive or Compensatory Judgment against Defendant. They are:

1) cause of severe adverse effects due to Defendant's enactment of policies in violation of the State's Preemption of the Field of Firearms found in FSS 790.33 ***and***

2) employer Negligence, through enactment of inadequate, Unlawful policies on the part of Defendant, that left Plaintiff unnecessarily exposed to administrative and legal consequence ***and***

3) violation of the Constitutional Rights of a Natural Born Citizen of these United States during Law Enforcement-enacted procedure directed by Defendant ***and***

4) Breach of Contract, following Unlawful Termination on the part of Defendant which did cause Plaintiff much undue financial hardship and emotional distress.

None of these Causes specifically arises from another, and yet each of these Violations represents a triable cause surrounding the same set of material facts and relevant Laws. In the interest of preservation of judiciary resources, that Justice may be delivered without unnecessary cost or delay, and that the maximum impact of any meaningful, forward-looking policy changes brought about by Plaintiff's prevalence concerning Declaratory, Injunctive or Compensatory Judgment shall be realized by interested parties, it is best that the substance of these proceedings be consolidated.

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages which does exceed $50,000, exclusive of court

costs, attorney's fees, and interest, and therefore within the jurisdiction of this Court.

2. Defendant is a public school district, regularly conducts business in Hillsborough County, Florida and is subject to jurisdiction of this Court.

3. Plaintiff is of full age of majority and indigent, having previously resided in Hillsborough County and been employed by Defendant, having been technically indigent in the employ of Defendant and certainly thereafter.

4. This Court has subject matter jurisdiction over these parties for the claims asserted herein, due to the Causes of Action arising within the jurisdiction of this Court and therefore venue and jurisdiction are proper.

5. This Court has personal jurisdiction over Defendant because: (a) Defendant is operating, present, and/or doing business in Hillsborough County, Florida and (b) Defendant's declaration of Unlawful policies, breaches of contract and further grievous actions occurred within Hillsborough County, Florida, wherein they do continue to have Unlawful, Adverse impact on some large number of Hillsborough County residents daily.

6. Venue of this action is proper in this Court pursuant to Florida Statute 47.011, as the Causes of Action alleged and all material events giving rise to this suit occurred within Hillsborough County, Florida.

CHRONOLOGY

1) From on or around August 2024 until on or around May 2025, Plaintiff was employed by Defendant as Instructional Staff, governed by HCTA Contract. In this time he performed all necessary job functions, was evaluated well, had candor with students and colleagues, and was transferred as part of a reduction in staff at one high school to another nearby.

2) On or around May 2025, Plaintiff did sign a contract that committed him to working for Defendant for two additional years from the signing, as part of the Heroes in the Classroom program, with reason to believe such employment was a two-way obligation for that time period. (Plaintiff Exhibit A)

3) On or around August 2025, Plaintiff began reporting to work at his new posting, Defendant property, traveling from RV Site via the use of his 2014 Honda Ridgeline.

4) On August 20th, 2025, Plaintiff was pulled over by the Hillsborough Sheriff's Department in a routine traffic stop. After disclosing Lawful possession of a firearm in his conveyance pursuant to FSS 790.01(1)(b), FSS 790.06, FSS 790.25(2)(a), FSS 790.25(2)(h), and FSS 790.25(4), all of these guided by FSS 790.33, Plaintiff continued traveling to work, parked in Instructional Staff parking area, and fulfilled daily instructional duties.

5) Having received an email from the Deputy who initiated the morning traffic search, (Plaintiff Exhibit B, page 10) the School Resource Officer, a Hillsborough County Sheriff's Deputy, invited Hillsborough County Detectives working for Defendant's "Office of Professional Standards" to investigate Plaintiff. Two detectives accompanied Defendant designee Site Manager to Plaintiff's classroom where they informed him that the School Resource Officer had communicated with them and asked him if he had a firearm in his truck. He responded that he did possesses a firearm. They insinuated an emergency and said they needed to "get it out of there." Unaware they believed his possession was against their policy, even after having himself read the PDF Employee Handbook (Plaintiff Exhibit C, page 27), Plaintiff gave his keys to detectives and permission to "get the firearm out of the truck", then continued teaching class.

6) While he was instructing students, HCSD Law Enforcement personnel, under the instruction of Defendant's designee, initiated Unlawful Search and Seizure, recovering the firearm as authorized but also continuing to search outside of the scope that they had limited themselves to through their own words and the scope that the consent was contingent on and recovered an unsharpened Japanese Iato training/decorative blade. Due to the Search being outside of his presence, Defendant could not terminate the search at will.

7) Under Defendant designee advisement, Plaintiff was removed from classroom, searched repeatedly, and then invoked his 5th Amendment Right to not give a statement.

8) At or around 11AM, Plaintiff was Unlawfully arrested. His hands were secured behind his back and he was led out into the public view where students and staff could see him, and into awaiting Sheriff's Deputy vehicle, where he was taken to the Orient Road jail and processed. (Plaintiff Exhibits B, D, E, F(1), F(2…)

9) Plaintiff was Unlawfully Imprisoned at the Orient Road jail until he did make a first appearance and was subsequently bonded out. Plaintiff was qualified as Indigent by the County Court. (Plaintiff Exhibit M)

10) While incarcerated, Plaintiff did endure 3 counts of public defamation. 1) His mugshot was posted on the internet. 2) An advisory phone call was sent out to the entirety of the campus parent Community using his full name. 3) Public Forums on Facebook, due to this phone call and other released information, did contemplate Plaintiff as a criminal. (Plaintiff Exhibit N)

11) On 8/22/2025, Plaintiff did have a meeting without being offered the benefit of a Union representative present at the Defendant's "Office of Professional Standards" where he was offered Termination or Resignation without the benefit of waiting for any adjudication or lack

thereof and without a hearing where he might be represented by his Union or an attorney, a subversion of the published Due Process. Plaintiff was thereafter placed on suspension. (Plaintiff Exhibit O)

12) Plaintiff did receive a series of certified mail correspondence from Defendant (Exhibits P, P1, P2), informing him that he had violated Board Policy 3217 and that his Termination would be brought up before the school board during the next school board meeting, which is the correct procedure according to the HCTA contract. In this time Plaintiff did address Defendant during Open Forum, informing them of his innocence and the adverse effects of their policy. (Exhibit Q) Plaintiff and his Cause, before any adjudication, and without any real threat or exhibition, was folded into the consent agenda of the meeting of Defendant, September 10, 2025, at which time he ceased to be employed by Defendant, a wrongful Termination. (Plaintiff Exhibit R)

13) Plaintiff summarily did endure a loss of income, income guaranteed by his yearly HCTA contract and by his additional two-year contract, that left him unable to pay various credit card, loan and other bills, many of which he had acquired during his employment with Defendant, in accordance with the financial security of having a written two-year contract to rely on and no reason to believe that he would not be steadily employed for the period of two years. (Plaintiff Exhibit S, T, U, V)

14) As a result of this Hardship, Plaintiff did experience a severe reduction in his credit rating, (Plaintiff Exhibit W) which continues to cost him increased interest, and a marked lack of ability to buy things on credit, an unenviable position that will last years beyond these proceedings.

15) Plaintiff did endure the inability to gain entry into an accredited educational institution because of the open status of a felony case against him, a discouraging adversity.

16) Plaintiff did endure possible permanent loss of status as an Educator, at least in Florida, pending the outcome of any criminal adjudication, being then possibly answerable to the Florida Department of Education, ultimately deciding whether or not Plaintiff will be able to keep a job that he is passionate for and that suits him physically because of his military service-connected disability.

17) In his Poverty, Plaintiff was unable to afford attorney's fees for his criminal proceedings and was forced to represent himself. (Plaintiff Exhibit AF)

18) Due to the Breach of Contract and due to the Unlawful written and published firearm policies, Plaintiff continues to endure indigency, other financial hardship, increased physical stress and pain, emotional and social stigma of being labeled as a felon or pending felon, the stigma of having been escorted as an Instructional Staff member off of a campus in handcuffs, a disgraceful, symbolic action, and the stressful outlook of an uncertain future due to Plaintiff's Negligence, and Unconstitutional and Unlawful actions, all stemming from their Unlawful policy.

STATUTORY BASIS FOR ACTION

Notwithstanding all applicable Rights and Statutes that govern judgments and damages sought after Egregious, Tyrannical application of the Law which no Citizen should be made to endure:

Florida State Statute 790.33(3)(f)(1)

1. A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy, whether written or unwritten, promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over

any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

a. Reasonable attorney fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

b. The actual damages incurred, but not more than $100,000.

2. If after the filing of a complaint a defendant voluntarily changes the ordinance, regulation, measure, directive, rule, enactment, order, or policy, written or unwritten, promulgated or caused to be enforced in violation of this section, with or without court action, the plaintiff is considered a prevailing plaintiff for purposes of this section.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

Statutory Basis of For Plaintiff's Prevalence by Specific Claim

As to declaration of status of CTA-contracted staff parking and Defendant published Weapons policies

The primary Florida Statute addressing the Search of the private conveyance of any Employee in the State of Florida is FSS 790.251, an act designed to protect Lawful possessors of firearms from employers making terms of their employment contingent upon whether or not they possess a firearm in their vehicle. For the most part, this is a protection for all Citizens in the domain of all "businesses" such that no employer may, through its own policies or interests, abridge the Second Amendment or Florida Statutory Rights of Employees, Customers, Attendees, or other generalized Visitors to such businesses.

Section 790.251(3) further provides: "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."

This should be, as an extension of The State's Preemption of the entire Field of Firearms, the primary guiding mechanism for all employer policies, or its presence the reason for specific refusal to formulate additional policies, regarding parking and firearms in the State of Florida.

However, in an attempt to keep our schools safer, the Law does allow that whereas the conveyances of invitees, attendees, or other visitors could otherwise not be searched, FSS 790.115 can be utilized at a statewide level to enforce parking on various school board properties or at various school board-sponsored events, specifically permitting the Lawful possession of securely encased firearms (790.115 2(a)(3)): "In a vehicle pursuant to s. 790.25(4); except that school districts may adopt written and published policies that waive the exception in this subparagraph for purposes of student and campus parking privileges."

The purpose here, for the benefit of all Districts, Law Enforcement personnel and affected Instructional Staff, is to determine what constitutes "student and campus parking privileges." It is of note that at no time does this subsection specifically name "instructional personnel",

“teachers”, or any derivation thereof as being subject to its general regulation. The gateway to clarification of this statute and the Legislative Intent is the specific use of the word “privileges”.

Privilege, from Webster - As a noun:

1) a right, exemption, or immunity granted, as a particular benefit, advantage, or favor.

2) a right of benefit given to some people, but not others.

3) advantage that wealthy and powerful people have over other people in a society.

4) a special opportunity to do something that causes the feeling of pride

As a verb:

1) to grant a privilege to.

2) to record a higher value or superior position to

Within Plaintiff Exhibit W (Page 28)**,** the HCTA Instructional Contract (2023–2026), Article 7, specifically addresses parking for Educators. “

7 Facilities

7.1 Facilities
7.1. Each school will have the following facilities:
A. Space in each adequately furnished classroom in which teachers may store instructional materials and supplies. Itinerant teachers shall be provided space for the storage of their records and materials at each school.
B. An individual workspace.
C. Consistent and reliable high speed wireless internet access.
D. Well lighted and clean teacher restrooms.
E. A workroom for teachers containing equipment and supplies to aid in the preparation of instructional materials.
F. All buildings that contained a furnished room used as a faculty lounge during the 2009-2010 school year shall continue, when possible, to maintain such faculty lounge. All additional buildings that can accommodate providing a furnished room to be used as a faculty lounge shall do so. In both cases, such room will be in addition to the teacher workroom referenced in paragraph 7.7.1(E).
G. Telephone service available to teachers to conduct school business which permits privacy of conversation.

H. Space in the parking lot at each school will be reserved for teacher parking.
I. Every effort should be made to provide Student Services Personnel a private area (sufficient to accommodate individual/group counseling), locked file cabinet and telephone.
J. It shall be the district's objective to provide teachers technological tools fundamental to meeting the needs of the classroom.
K. A teacher required to utilize a classroom assigned to another teacher during a class period shall be given uninterrupted use of that classroom unless prior agreement to allow access is reached.
L. Each site will guarantee reasonable and free access to copiers during the workday. Teachers should not be required to provide paper, staples or other basic copy supplies.

7.1.2 Consideration shall be given to safety and security of teachers' cars when assigning teacher parking areas."

With Webster's first definition of privilege, the noun speaks to a thing *granted* while the first verb falls in line contextually with a concept of something *given* to a group of people or to an individual that is theirs to enjoy that others do not have. In a modern context, it is *given*, perhaps as a reward, and it can be taken away *by the giver*. In the case of HCTA contract-regulated Instructional Parking, there is no body to grant a privilege, nor revoke it. As synthesized from the HCTA document, 7.1.H, signed and agreed to by Defendant, Instructional Staff Parking is:

A *mandatory* reservation **or**

a reserved *provision* **or**

a *term or condition of employment* that cannot be unilaterally changed or removed by Defendant without negotiation **or**

a mandatory obligation *imposed* on the district **or**

a bargained-for facility provision that the district is *required* to provide.

There are any number of ways to describe teacher parking but "privilege", as it is afforded by one party to another, typically, with the contextual supposition that it could be taken away, is not

one of them. Parking for students, visitors, and the focal point of all possibly dangerous traffic on a high school campus, sports event attendees, particularly during rivalries or in certain historically violent areas, *is* a revocable condition subject to a high level of regulation for the sake of the Community's safety. But not Instructional Staff parking. Instructional Staff parking, different than student parking, which is noted as specifically being a privilege in other lesser, non-legally binding Defendant communications, typically to students, is *not* a privilege, and the condition held up under legal scrutiny would not fit the definition contextually as applied to privilege. Thus 790.115(2)(a)(3) does not apply to Instructional Staff when regulating campus parking.

This division between campus traffic classifications is further highlighted by the presence of a Florida Teacher Bill of Rights, found in FSS 1015, including a series of Rights and Empowerments that Instructional Staff, apart from students, visitors, and other groups on school campuses, are uniformly and irrevocably endowed with. To have included them in with the general campus parking privileges as found in FSS 790.115 is counterintuitive when looking at the Legislature's clear intention that traditional, common language values like "respect for teachers" or "teachers as the pillars of a community" should be upheld, including wording that gives teachers the Right to use force when necessary, to have control of their classroom, and to further have a series of expectations that helps them keep and maintain order while delivering instruction. There must be no sentiment, for the continued improvement of our educational institutions, that Instructional Staff fall into the same relative classification as students, whose own list of statutory Rights is mostly composed of clarified expectations for available considerations that they and their families can exercise to facilitate their education. Teachers are

simply, statutorily not the same as students, visitors to the campus, or again, most particularly, school sports or other school event attendees drawn from the general public who can easily come "off of the street", utilize campus parking, populate campus facilities and interact with the campus Community, all under a sense of general invite. Because it does not name them specifically, and because the Legislature has already separated them as being outside of the scope of the general population through further empowerments, there's every reason to believe that the Legislature has indicated that Instructional Staff parking is not a privilege, and because it has specifically not named them in FSS 790.115, never intended that their exercise of FSS 790.25(4) should be addressed, nor regulated with variation by county, which would itself violate the 14th Amendment Rights of a class of people whose sole vocational pursuit in this life is the growth of our Children and the building of our collective Future.

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, Plaintiff seeks declarations 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. Further, Plaintiff seeks Declaration that Defendant's weapons policies as written, or even if re-written, are void as related to Instructional Staff if their sole legal enforceability rests in the prosecutorial power of FSS 790.115, as further clarified hereafter. It shall also be of import that common complaints that criticize the security or specific insecurity of firearms Lawfully kept in the personal conveyances of Instructional Staff, not based on statute, *could* include the generalized sentiment that the vehicles could be broken into and the weapons somehow utilized by those who should not have them. In the HCTA contract, facilities provision

7.1.2 specifically makes mandatory Defendant, or any school district, as the language is quite typical from one county to the next, shall pay the proper attention to the safety and security of the Instructional Staff parking lot, meaning at no time, if teachers should exercise their Lawful Right to possess firearms in their personal conveyance, properly secured, for self-defense or other Lawful purposes, should there be an increase in the general level of risk associated with firearms on campus, so long as the district, in this case Defendant, is fulfilling its responsibilities as enumerated in the legally binding contract.

As to Declaration of the General Unlawfulness of Defendant's Weapons Policies (1217, 3217, 4217) as specifically applied to employee parking or for other classifications of campus traffic, indicated policies having failed to provide adequate notice of waiver of FSS 790.25(4)

Notwithstanding all generalized reminders about our foundational Bill of Rights and its unbridled extension of The Right to Bear Arms, notwithstanding all generalized reminders about the translation of the Constitution of these United States into the Constitution of our Great State of Florida, Defendant having a written or published policy that further restricts the manner in which Citizens possess firearms is a Violation of the State's Preemption of the entire Field of Firearms as found in FSS 790.33.

However, it does seem that the ability afforded school districts to regulate who has a weapon in a conveyance on campus exists to serve the safety of the Community and this civil filing would not criticize such an effort except for 1) laws protecting children still require proper execution of legal processes via FSS 790.173(2) and 2) this safety effort is not carried out with the legal sufficiency to call it supremely effective. There are limitations to what individual bodies can enforce or cause to be enforced through FSS 790.115 and how it must be done. Defendant is not doing it Lawfully. Under FSS 790.251, as above, the Legislature has

determined that no one, as a school and its parent district comprise a duly constituted, corporate body, can be required to waive or abrogate the Right to possess and securely keep firearms and ammunition locked within a motor vehicle by a school unless specifically required by state or federal Law. As of this time, there is no specific requirement by state or federal Law that specifically suggests that Instructional Staff, or any other Citizen, must completely waive their Right to possess and securely keep firearms locked within their motor vehicle. The fundamental problem, in this case, with Defendant's termination of Plaintiff for violating its firearm policy, and in the case of all traffic on Defendant property, is directly related to the unenforceable nature of its policies as currently written. (Kilbride, School Board of St Lucie County vs. Potts, DOAH)

Recognizing the authority granted by the Legislature which allow persons to carry firearms in their vehicles, and the liberal interpretation of that Right, the courts in Florida have strictly enforced the way a Notice of Waiver of FSS 790.25(4) must be presented by a school district. (Kilbride, School Board of St Lucie County vs. Potts, DOAH). Under the prevailing case Law outlined below, the wording of policies used by the Defendant to prohibit firearm possession on its school campuses does not meet the exacting standards outlined by the Florida appellate courts. Defendant's policies only generally prohibit the possession of firearms on school property. Defendant's policies do not expressly waive or revoke the statutory vehicle exception as required by prevailing case Law. Two controlling appellate cases mandate this conclusion. (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). 1997.)

In Ragland, a student was arrested for possessing a rifle and ammunition in a vehicle on the property of Brevard Community College. The Fifth District Court of Appeal analyzed the

written policies of the College, which, like the policies enacted by the Defendant, only generally prohibited the possession of firearms on its school campuses. Those policies, however, were faulty because they did not contain an express waiver of the statutory vehicle exception or Right to carry a firearm in a private conveyance. The Fifth District held that the failure to expressly state in the written and published school policies that those policies were intended to revoke or waive the vehicle exception contained in Florida Law, meant that there was no waiver of the Right to possess a firearm in one's private vehicle. (Ragland, 789 So. 2d at 533-34.)

In Forrester, a district school board sought to enforce the same sort of general prohibition against the possession of firearms on its property. To do so, the Sumter County School Board enacted written safety policies that generally sought to prohibit and regulate firearms on its property. Forrester argued that despite those policies, under then section FSS 790.25(5), he had a Right to possess a firearm in his vehicle at school, as the school district had not adopted a written policy which properly revoked or expressly waived that Right. The trial court had found that the school board's general prohibition against possessing a firearm on campus did not conform to the waiver provision in section 790.115(2)(a)3. Thus, it concluded that the policy was being enforced in Violation of the Law.

A careful review of the wording of Defendant's firearm policies 1217, 3217, and 4217 reveals only further general prohibitory language. There is no express waiver or revocation regarding the vehicle exception found in the Law. Ragland and Forrester both compel the reasoning that the Defendant's policy, as worded, does not properly waive the vehicle exception. (Kilbride, School Board of St Lucie County vs. Potts, DOAH)

Defendant's failure to include an express statement in its policies that the policy was intended to expressly waive the vehicle exception, effectively prohibiting firearms and other weapons on school campuses, prevents its enforcement. (Ragland, 789 So. 2d at 533-34.)

All staff are then entitled to the protection of the Florida Law 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" from FSS 790.251.

In short, even supposing that it ***could,*** given the above legal reasonings, and holding back consideration of whether or not it ***should***, Defendant's published weapons policy does not currently properly revoke or waive the statutory and constitutional Right to Lawfully possess and keep securely encased in personal conveyances Lawfully owned firearms for anyone parking in Defendant's jurisdiction, with special attention devoted, in Plaintiff's case, to that it specifically does not properly revoke or waive the statutory and constitutional Right to Lawfully possess and keep securely encased in a personal conveyance a Lawfully owned firearm by any member of the Instructional Staff, and is thus Unlawful as the policy has been used to move Law Enforcement to search, arrest and falsely imprison under FSS 790.115. At best, based on these considerations, the Legislature has opened the door for independent districts, or other school governing bodies, to make general prohibitions or policies designed to limit, through voluntary acts or plain ignorance of the Law, the number of firearms Lawfully kept in and around campus parking, but has at no time authorized these bodies respective ability to enforce any of their own general

policies with the use of Law Enforcement on hand, which would be, as posited within this Action, Unlawful in their defiance of FSS 790.33.

Vagueness of employee handbook as a violation of 5th and 14th Amendments

Defendant's Employee Handbook exists in two forms:

1) an internet repository of links to various of Defendant's policies and

2) A PDF, downloadable through Defendant's website, labeled Employee Handbook.

There is no indication of which is to be the authoritative source that an above average intelligence, Law abiding Employee or other person with interest in the subject matter acting in good faith can read and then be expected to have understood and fall into compliance with. The page in the PDF published version, page 27, contains the following: "

WEAPONS
HCPS Board Policy 1217, 3217, 4217, 5772, 7217
Pursuant to Florida statute, the board prohibits employees from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the board for the purpose of school activities approved and authorized by the board including, but not limited to, property leased, owned, or contracted for by the board, a school-sponsored event, or in a board-owned vehicle.

Weapons and firearms are defined in F.S. 790.001 and include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

For purposes of this policy, the term "weapon" also means any object which, in the manner in which it is used, is intended to be used, or is represented, as capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons.

Staff members shall report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal or site manager. Failure to report such knowledge may subject the staff member to discipline.

The superintendent shall ensure that any staff member possessing a weapon or other device designed to inflict serious bodily harm, including a concealed weapon, is reported immediately to the appropriate law enforcement agency, regardless of whether such staff member possesses a

valid concealed weapon license. As well, the staff member shall be subject to disciplinary action, up to and including termination, consistent with law, due process, and the terms of any negotiated agreement.

An exception to this policy includes weapons possessed as authorized by Florida statute.

The board directs the superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities.
§§ 790.001, 790.115, 1001.43, Fla. Stat."

While there may be more policies regarding weapons, as indicated by the links, which obviously do not work in paper form, the PDF version takes the shape of the Florida State Statutes, with the plain title Weapons at the top and then a set of policies to be followed beneath, written plainly enough that Employees might follow them except for:

"An exception to this policy includes weapons possessed as authorized by Florida statute."

Our laws require, pursuant to FSS 790.115 2(a)(3), a written and published District policy denying Employees the Right to possession of a firearm pursuant to FSS 790.25(4). The specific language of the policy and its concordance with FSS 790.115(2)(e), as below: "

e) A person who is authorized to carry a concealed weapon or concealed firearm under s. 790.01(1) and who willfully and knowingly violates paragraph (b) or subparagraph (c)1. commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083."

makes it unlikely for Citizens of even a high level of intelligence to read the handbook on paper or in digital format and reach the conclusion needed for the handbook to have served as adequate waiver of the FSS 790.25(4) exception. Further, and most specific to this point, the Law and District policy overlap at the term "authorized" after the updating of the 2023/2024 Florida State

Statutes and could easily lead any Citizen to the *Primum Inventum/ Primum Sufficit*[1] conclusion that Lawful concealed carry of weapons *is* "authorized" for School District Employees, as long as it is "authorized" by Florida State Statute. Anyone who Lawfully possesses a concealed weapon pursuant to FSS 790.01 and FSS 790.06 is termed "authorized" in FSS 790.115(2)(e). This is clear because before "Permitless Carry", FSS 790.115(2)(e), FSS 2018 Session, referred to such Lawful possessors as "licensed" and this was changed to reflect permission, *authorization*, without formal Department of Agriculture licensure. The handbook's page 27, given its placement and format, is as far as any boundedly rational Citizen could be reasonably expected to read and fall into compliance with. In effect, ***Plaintiff was acting in accordance with District policy,*** as would any Employees be if they were "authorized" by 790.01(1)(A or B)

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[1] A ***Primum Inventum*** "first found" or ***Primum Sufficit*** "first that satisfies" argument in legal proceedings supposes an average or above average intelligence private citizen who makes an attempt to remain in statutory compliance by seeking out information related to clear expectation for action. This Citizen acts on information they find first in sequence, *Primum Inventum* "first found", or early information that "seems" to make sense in context and thus confirms acceptability, *Primum Sufficit* "first sufficient", but remains out of compliance. Upon being made to answer for this non-compliance, the Citizen should not be penalized because, viewing the reading of statutes through the lens of modern, computer-dependent data science, and like a majority of data seekers, the Citizen acted on the first reliable data point that satisfied the initial query and sufficed in terms of its ability to provide clear expectation for action. Any penalty applied to the Citizen would assume a greater amount of time and research spent than can be reasonably expected of a law-abiding, private Citizen in a modern era shaped by anachronistic processes leading to conditioned behaviors like the common use of a search engine, and this would represent a clear violation of their Fifth Amendment Right to Due Process of Law or 14th Amendment Equal Protection Under the Law, not unrelated to void for vagueness or overbreadth arguments, all of them taking the statutory burden for lack of clear expectations with published texts off of citizens and accounting for the unconstitutionality of arbitrary prosecutions and abrogate/non-abrogating nature of later information in a series, placing the burden of apprising Citizens of their responsibilities on policy makers, in line with relevant Florida guidelines mandating concise, clear language and intuitive presentation for all laws. A *primum inventum* or *primum sufficit* argument protects Citizens against hidden clauses in Statute or Policy or differing meanings within subsections pursuant to FSS 775.021.

or subsections within FSS 790.25, notwithstanding the aggregate number of times private Citizens are de facto "authorized" to possess firearms, particularly possession of a constructive nature, for the Lawful purpose of self defense, with a thread running through it all that the Legislature means to keep and preserve these Rights.

Because of this lexical overlap, the Defendant's Employee Handbook PDF in the hands of any boundedly rational, Law-abiding Citizen is Unconstitutionally vague and gives no reasonable set of expectations or expected behaviors that a human being reading it could conform to with any sense of clarity. The rule of strict construction arises from the Due Process requirement that criminal statutes must apprise ordinary persons of common intelligence what is prohibited. (State v. Cohen, 696 So. 2d 435, 440 (Fla. 4th DCA 1997)) Any attempt at trying to discipline administratively or prosecute criminally a Citizen found to be in Violation only of these policies represents a specific Violation of 5th Amendment Due Process. Let it be made clear that it should not be construed that the assertion here is that contents of the Employee Handbook *must* conform by Law to the rigorous standards of criminal statutes, however, Defendant has invited this rigor by using their published policies to move Law Enforcement to invoke criminal statutes after Violations of this policy.

Further, let this Court consider different hypothetical individual Citizens using an internet search engine to gain Weapons policy information in earnest, perhaps after anticipating going to Defendant property, or just having been hired by Defendant, seeking what expected behaviors they were being asked to follow and expecting that they should appear in the clearer, plain English format that is the standard for all important policies governing expectations. The results, whether they found first, Primum Inventum, the PDF, which is negligently inadequate, or the

repository of links, would unduly influence their understanding of the policies, this understanding being unduly influenced by whether they were using a paper medium, a cellular phone, an iPad, or a desktop computer. Even students or their parents could face this situation. This is an example of all Citizens, regardless of demographics, having the opportunity to be apprised of what is expected of them and act upon it being denied by format, technology type, and confusing language, perhaps even criminally confusing language, and thus a violation of the 14th Amendment assertion of Equal Protection under the Law.

As to Injunction

With the above legal reasonings dedicated to clarification of definitions and the authority of any body to Violate the State's Preemption of the Field of Firearms pursuant to FSS 790.33 and with adequate statutory consideration of what constitutes the necessary waiver of exception of FSS 790.25(4) and what classifications of persons invited to, attending, or otherwise visiting Defendant-sponsored events or grounds are affected by FSS 790.115, Injunctive Relief must be sought against Defendant's publishing of policies pertaining to weapons and the assertion of their authority as legally binding, Injunctive Relief must be sought against use of Defendant-generated Weapons policies to suspend, terminate or otherwise discipline personnel that Defendant claims Violates these policies, and Injunctive Relief is sought against Defendant's use of these or any inadequately constructed policies to move Law Enforcement to Unlawfully regulate parking through said policies and their connection to FSS 790.115, particularly for Employees.

As to compensation sought for damage caused by ADVERSE EFFECTS

Violation of Plaintiff's 4th Amendment Rights

On the day of grievous Plaintiff arrest, Defendant's designees, though they falsely indicated an emergency to the Plaintiff, had verbal consent to retrieve a firearm from a truck but no more and no authorization to confiscate any of the contents of the conveyance. Their easily convincing an honorably discharged Soldier and dedicated Educator of Children that there was an emergency or danger he could help resolve if only he would give up his keys in the presence of Defendant designee Site Manager may not excuse them from needing a warrant (Florida Constitution Article 1, Section 12 and FSS 790.173(2)) and certainly represents a kind of implicit financial coercion in a school hallway wherein the encounter could not be terminated (Florida v. Bostick (501 U.S. 429). As to whether there was an emergency, the Sheriff's Deputy from the morning traffic stop specifically ***emailed*** the School Resource Officer about the incident. Had there been any suspicion, quirks in the Plaintiff's demeanor, or an insinuation of credible threat, the traffic deputy most likely would have called, radioed, or even driven to the school himself to follow up. The search was also conducted outside of the presence of the Plaintiff, easily rendering, in the criminal proceedings surrounding these events, all Seizures and digital evidence *inadmissible* (State v. Hampton, 333 N.J. S). Further, as part of his consent, Plaintiff was not offered the right to terminate the consent search at any time. State v. Leslie, 338 N.J. Super. 269, 273 (App. Div. 2001); State v. Santana, 215 N.J. Super. 63, 72-73 (App. Div. 1987). It is also of note that Law Enforcement had limited the scope of the search *through their own words* by claiming the intention of the search was to retrieve the firearm and thus the Japanese iato, unsharpened and mostly decorative in its nature, was outside of the scope of the search, which was less of a traditional "search" as there was no disagreement about *what* item they were looking for or *where* it could be found, and that retrieval (and not necessarily confiscation) was

the end state of the procedure (Florida v. Jimeno (500 U.S. 248 (1991), *State v. Younger,* 305 *N.J.Super.* 250, 256, 702 *A.*2d 477 (App.Div.1997)). The iato was egregiously inadmissible in the criminal proceedings of this case, the search itself incurably flawed and the subsequent arresting affidavit so terribly biased against the Plaintiff that to present it to a Jury of this Land would eviscerate the 6th Amendment jurisprudence concepts of Fairness and Impartiality. These tyrannical violations of Plaintiff's Civil Rights are the adverse effect of Defendant's policies themselves Violative of the State's Preemption of the Field of Firearms as found in FSS 790.33.

As to False Arrest and False Imprisonment caused by Defendant leading to Unconstitutional Loss of Liberty

Notwithstanding the unenforceable status of District Policy for the above reasons, in Information filed 11/21/2025, FSS 790.115(2)(b) was named as the charging offense but clearly this should have been rendered after minimal, even casual investigation, as FSS 790.115(2)(e), a misdemeanor, through Plaintiff's authorized possession pursuant to FSS 790.01(1)(b), FSS 790.06, and FSS 790.25(2) (a, h, and 4). This voided the Information as filed and preceding arrest as *false.* To reiterate, in accordance with the language of FSS 790.062 making Florida mostly a "shall-issue state" for qualified Veterans and linked with State's Evidence which documented Plaintiff's placard for camping at EG Simmons Park, Plaintiff was "authorized" to carry a concealed weapon without a permit, having previously been licensed in Florida, and qualifying through FSS 790.06(1)(a-f, i-n). At no time did Defendant designees ask specific questions to ascertain the purpose of Plaintiff possessing a firearm or whether or not Plaintiff was authorized to Lawfully possess a firearm in the State of Florida. There was absolutely no

evidence offered in the arresting affidavit, or argument made by Defendant, to suggest or prove that Plaintiff had any nefarious intentions or evil plans when he travelled onto the campus with his firearm on the day in question. In their negligence, no one bothered to try and ascertain if, but only collected evidence to the contrary, Plaintiff's mens rea met the Supreme Court standard for "willfully" as described in *Bryan v. United States*, a necessary element for the charge of 790.115(2)(e).

As to Defendant's Abridgment through policy of Plaintiff's 2nd Amendment Rights and rights protecting, among others, the Florida Outdoorsman

Plaintiff dwells full time in a recreational vehicle and was coming from and going to a campsite from his place of employment. FSS 790.25(2)(h) makes provision for those Citizens engaged in camping expeditions to possess firearms and 790.25(3) "supersedes any law, ordinance, or regulation in conflict herewith."

At the time of arrest, Plaintiff was an Individual Ready Reserve soldier with service contract date end 12/04/2027 (Defense Exhibit X) and *subject to formal recall*. Pursuant to 790.25(2)(a), Defendant had Right to own, possess and use firearms "when training or preparing themselves for military duty, or while subject to recall or mobilization" and again through FSS 790.25(3) "supersedes any law, ordinance, or regulation in conflict herewith", modern Laws being "liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes…"

During employment with Defendant, it was not reasonably possible for Plaintiff to Lawfully exercise this Right, bolstered by its superseding construction and driven by the State's Preemption of the Field of Firearms, and then relinquish such Rights once arriving on campus to

conform to inadequate Defendant policies 1217, 3217 or 4217, only then to reestablish these personal Rights while traversing back to the camp site, while still exercising one's Lawful Rights, those designed to protect the interests of the Florida Outdoorsman or Reservists. This represents an Adverse Effect, violative of Rights and more pressingly leaving Defendant unable to possess measures of self-Defense at times and in places it would seem the Legislature has prepondered as being of greater risk to personal safety. It must not go without noting somewhere in these proceedings that, not withstanding all progress made toward clarification of the Law regarding FSS 790.115's ability to abrogate FSS 790.25(4), at least for certain classifications of campus traffic, at no time does the Legislature specifically give the ability to the Defendant, or any school district, to Abridge or Abrogate the Legal Protections found in FSS 790.25(2).

As to employer negligence

A negligence claim generally has four elements: (1) a duty by the Defendant to conform to a certain standard of conduct; (2) a breach by the Defendant of that duty; (3) a causal connection between the Breach and Injury to the Plaintiff ; and (4) loss or damage to the Plaintiff. (Bartsch v. Costello, 170 So. 3d 83, 86 (Fla. 4th DCA 2015))

1) In the case of the specific relationship of Defendant and Plaintiff, Defendant had a duty to inform Plaintiff of any and all policies governing behavior by providing, through clear source material, expectations for behavior that Plaintiff could conform to to best serve and protect the educational environment, particularly when those policies were purported to be matters of Law with implications for safety and significant consequences for Violation.

2) Through its inadequately worded, vague, perhaps Unlawful Handbook, with no additional meaningful verbal or pictorial direction for behavioral expectations related to possession of a

firearm in a conveyance pursuant to the Law, Defendant failed in their duty and further exposed Plaintiff to needless legal prosecution and administrative Termination.

3) Because of this Breach of Duty by Defendant, and the later Unlawful actions of Defendant, Plaintiff endured needless legal prosecution and administrative Termination, much of which itself was subversive to Florida State Statutes and the legally-binding contract.

4) As a result of this prosecution and Termination, Defendant caused, through its Negligence and based on the available evidence, significant financial loss and undue distress to Plaintiff.

As to Wrongful Termination, subversion of legally-binding due process

From the HCTA contract, relevant to these proceedings:

24 Suspension/Dismissal

24.1 Suspension
24.1.1 When a teacher is involved in an incident related to their employment which the Superintendent feels warrants their review, the Superintendent shall hold a hearing with the parties involved in order to ensure due process.
Within ten days after the review, the Superintendent will send their findings to the teacher.
Under this provision, the teacher may be suspended without pay up to ten days.
Any Hillsborough County teacher who is recommended to be suspended from duty may be reassigned to office duties in lieu of suspension by the Office of Professional Standards.
67B. C. D. 24.1.2 If the teacher does not agree with the Superintendent's findings, they may appeal the Superintendent's decision to the School Board in writing within ten days. After the ten-day period, the Superintendent's decision is final.
24.1.3 Upon appeal, the Board will review the issue within two official Board meetings after the request is made. The Board will submit its decision to the teacher within ten days after the review.
24.2 Suspension Prior to Dismissal Proceedings
24.2.1 Any Hillsborough County teacher arrested for a felony, or for a misdemeanor involving moral turpitude, may be immediately suspended from duty by the Superintendent according to the following procedure:
A. The Superintendent will notify the individual involved that they are relieving them of their assigned duties and is recommending them for suspension as of this date.
The Superintendent will notify the individual that they will recommend to the Board at its next meeting that proceedings be initiated.
The Superintendent will file charges against the teacher with the Board and request that a

date be set to hear the charges.
The charges will be served on the teacher with a notice of time and place of the hearing. The teacher must be served notice of the charges not less than ten days prior to such hearing.
24.3 Dismissal from Employment
24.3.1 A Hillsborough County teacher may be discharged from employment for the following: 1) immorality, 2) insubordination, 3) physical or mental incapacity to perform the duties of employment, 4) persistent violation of or willful refusal to obey laws or policies relating to the public schools, 5) excessive or unreasonable absence from the performance of duties imposed by the employment, 6) dishonesty while employed, 7) conviction of a felony or any crime involving moral turpitude, or plea of guilty to a felony or any crime involving moral turpitude or, 8) unacceptable performance. Reasons for discharge shall be provided to the school board; decisions rendered by the school board are final and will not be subject to the grievance and arbitration process of this contract or any other appeal.

The burden of proof in most employment proceedings is on the School Board to prove that any disciplinary action proposed is justified under the facts and circumstances of the case. (McNeill v. Pinellas Cnty. Sch. Bd., 678 So. 2d 476 (Fla. 2d DCA 1996); Sublett v. Sumter Cnty. Sch. Bd., 644 So. 2d 1178, 1179 (Fla. 5th DCA 1995))

Unfortunately, Defendant terminated Plaintiff without the Due Process defined in the HCTA contract, 24.2.1(A). The dismissal was also in subversion of the HCTA contract, 24.3.1 as Plaintiff's (false) felony charges without adjudication do not meet any of the enumerated criteria for dismissal in the HCTA contract.

The simple conclusion is that, in line with arguments above, the firearm policy (3217) enacted by Defendant is unenforceable and cannot serve as the basis to conclude that Plaintiff violated the policy. (Ragland, 789 So. 2d at 533-34.) As a result, Plaintiff enjoyed the benefit of the Florida Law which permits an individual to carry a securely encased firearm or one that is not otherwise readily available for immediate use, in his vehicle. (Kilbride, School Board of St Lucie County vs. Potts, DOAH). All subsequent Law Enforcement and administrative maneuvers must

then be seen to be Unlawful and all Causes for the Action of Termination as null and void, just as good legally as firing someone “for no reason”, which is subversive to the legally binding HCTA contract. Further, no Citizen can be terminated as retaliation for exercising such Rights, particularly when there is technically no legally enforceable policy to have violated.

The HCTA contract specifically says if Staff are arrested for certain crimes, then they can be placed on suspension, but uses or reserves the language for Termination or dismissal for, among other dismissible states, an Employee who has been convicted of a number of crimes, and not simply *suspected* of them. This is important because as commentary in Ragland finds that smaller government entities have *created* felonies in FSS 790.115 whereas there were none before for actions otherwise Lawful, the Legislature has never empowered by statute any County-level entities, nor does their binding contract allow them, to completely forgo the 5th and 6th Amendment jurisprudence concept of being presumed innocent until proven guilty. Given the tremendous bulk of power put into our educational institutions, it cannot be regularized that an individual may be declared and acted upon administratively as guilty without Due Process, supposing legally binding contracts and agreed upon Due Process are in place. Put plainly, not only is Defendant technically making up its own unenforceable policies and publishing them as Law while not providing any adequate Notice of Waiver, but Defendant is getting Law Enforcement loaned to them, typically as part of agreements between entities within the County, to make arrests based on these policies, and now Defendant is acting as their own judgeship or tribunal, free from the costly, time-consuming burden of mutually agreed upon Due Process, including even a passing burden of proof. The only thing next is summary sentencing up to execution. It is a grievous step towards tyranny, the concept itself so seditiously dangerous when

considering the power vested in such a large body and the multitude that body has power over daily, that it must not go unredressed in this case, if only for the benefit of future generations.

As to Defendant's deleterious defamation of character

With their erosion of the 5th and 6th Amendment jurisprudence concept of innocent until proven guilty, and with their enactment of policies subversive to the State's Preemption of the entire Field of Firearms, and with their Unlawful enactment of procedures, Defendant did cause four egregious elements of defamation of the Character of the Plaintiff:

1) to be lead out of a school as an Educator is one of the most tremendous violations of the educative practice imaginable, perhaps against everything that educators and the educative process stands for in that it symbolizes broken trust and a crumbling pillar of the Community, and then to have done so improperly in the full view of several students and staff is tremendously defamatory to the character of Plaintiff. This unfortunate episode is the direct adverse effect of Defendant's Unlawful actions surrounding its Unlawful policies.

2) an automated telephone call generated by Defendant on 8/22/2025 that left messages for the entirety of the campus Community, over a thousand households, did specifically give the name of Plaintiff and identified Plaintiff as having participated in a criminal action, tremendously defamatory given the hindsighted obviousness of there being specifically no crime committed with the legal reasonings contained within his document and natural preponderance of the relevant case Law. This occurrence is a direct adverse effect of Defendant's Unlawful actions surrounding its Unlawful policies.

3) Plaintiff's mug shot was placed on the public Internet (Plaintiff Exhibit Y). This is tremendously defamatory and, as "a picture is worth a thousand words", puts Plaintiff at the

specific social disadvantage of being forever viewed as a criminal, no matter the outcome of any actual criminal proceedings, and is a direct adverse effect of Defendant's Unlawful actions surrounding Defendant's Unlawful policy.

4) Plaintiff was contemplated on various Facebook Internet forums as a criminal and suffered unwanted and defamatory attention, a direct consequence of the events of 8/20/2025 and a direct adverse effect of Defendant's Unlawful action driven by its Unlawful policies.

The appearance of these articles shall not be construed to insinuate that Defendant is deemed responsible for the taking of photographs or the hosting of mugshots on the Internet, nor is Defendant named as responsible for contents of third-party websites nor their hosting on the Internet, but all of the defamatory characteristics of the events above are direct adverse effects of the Defendant's Unlawful actions taken to address its Unlawful policies that are clearly subversive to the State's Preemption of the Field of Firearms as found an FSS 790.33.

As to Defendant's causing further Abridgment of 2nd Amendment Constitutional Right through unnecessary proceedings

As a direct result of Defendant's enactment of policies in Violation of the State's Preemption of the Field of Firearms pursuant to FSS 790.33, notwithstanding the unenforceability or Unconstitutional vagueness of these policies, Defendant and its designees did cause further Abridgment of Plaintiff's 2nd Amendment Rights as a school-related weapons arrest was immediately accompanied by a No Firearms order during pre-trial release. (Plaintiff Exhibit Z) As above, Plaintiff dwells full time in a recreational vehicle, moving from one public camp site to another. FSS 790.25(2)(h) makes provision for those Citizens engaged in camping

expeditions to own, possess and use firearms and FSS 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith.”

Also, Plaintiff is an Individual Ready Reserve Army Soldier with service contract date end 12/04/2027 and *is* subject to formal recall. Pursuant to FSS 790.25(2)(a), Plaintiff has Right to own, possess and use firearms “when training or preparing themselves for military duty, or while subject to recall or mobilization” and again through FSS 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith.”

These policies have directly impacted Plaintiff twofold: 1) They have left him unable to legally possess firearms for Lawful purposes, including self-defense, particularly as he lives close to the Florida wilderness of alligators, snakes, bears, coyotes, wild dogs and other dangerous animals, and 2) have left him unable to legally possess firearms for the Lawful, duty-bound purpose of military training. Among the oldest of the laws of men of the Anglo world, one who causes another to break an oath through malice is as good as an Oathbreaker himself. The Defendant is then culpable in any Dereliction of Duty, as it pertains to continuous military training, of the Plaintiff in this, his time of active reserve Duty.

As to Undue financial hardship

Legally recoverable compensatory damage as adverse effects of Defendant policy

Let it be clarified here, after the above legal reasonings, that no sense of Sovereign Immunity is enjoyed by the Defendant, its Designees, or Associates as the Cause of Action for Termination is Unlawful and the Termination itself carried out Unlawfully. Furthermore, Statute revokes Sovereign Immunity as it relates to Causes carried out pursuant to FSS 790.33(3)(f)(1), perhaps

even encouraging aggrieved Individuals to seek Justice in the face of Violation of Florida Statutes and the State's Preemptory and thus sufficient hold on the Field of Firearms.

Plaintiff did incur considerable expense spanning the time of his arrival in the employ of Defendant until Termination. Many of these expenses are long-term installment agreements entered under the reasonable belief that employment and thus income had been secured through contract. According to relevant contract Law, any expenses occurred while acting under the auspices of a secure contract which is later Breached by a party are recoverable by the non-Breaching party "to make the injured party whole to the extent that it is possible to measure his injury in terms of money." (Mercury Motors Exp., Inc. v. Smith, 393 So.2d 545, 547 (Fla.1981) The specific reliance damages recoverable after Defendant Breach appear as follows:

1) 2014 Honda Ridgeline (Plaintiff Exhibit Z) - $22,000

2) Insurance on vehicle (Plaintiff Exhibit AA) approximately $4000 for two years

3) 2026 Arising Trailer (Plaintiff Exhibit AB) - $8000

4) Various incidences of living, including approximately $20000 incurred while in the employ of Defendant. Plaintiff records show when Plaintiff left the military he had approximately $10,000 of credit card debt and $20,000 in savings. Records show after being employed with Defendant beginning in August 2024, with material promise of future employment and no reason to believe otherwise what these amounts are now. (Plaintiff Exhibit AC)

For a total of **$74,000**

As to Monies legally recoverable due to Breach of Contract

Specific to the Breach of Contract preceded by Unlawful Termination Subversive to Due Process, Plaintiff is fully entitled to:

1) two years of salary as found in the HCTA Instructional Staff Salary Schedule (Plaintiff Exhibit AD) and Millage Addendum pay supplement (Plaintiff Exhibit AE).

This number is calculated as: $50, 735 X 2 years = $101, 470

+ 6000 x 2 years = $12000

2) Plaintiff did spend nearly $1000 in preparation for the 25-26 school year.

3) Deduct approximately $4000 in salary paid during the 2025-2026 school year.

For a total recoverable loss to Plaintiff after Breach of Contract: **$110, 470**

Legally recoverable incidental damages as adverse effect of Defendant policy

Plaintiff is also entitled to request recovery of:

cost of moving his RV - $1000

various Uber charges surrounding Unlawful incarceration - $100

cost of posting bond with interest - $300

cost of a suit with which to attend Court - $200

cost of three hotel rooms for Court visits, with meals - $500

cost of fuel for case travel - $500

cost to keep his PO Box open as Plaintiff is indigent - $600

The cost of $165 per month for unlimited Starlink internet, that he might keep up with his cases and his email and the Florida e-filing and Hover systems, beginning in August, that will occur until the disposition of these cases at a rate of $165 per month, which, as of this filing shall be approximately $1000.

Total: $**4400**

As to Future earnings and loss of eligibility for government programs

The Teacher Loan Forgiveness (TLF) Program forgives Direct Subsidized and Unsubsidized Loans and Subsidized and Unsubsidized Federal Stafford Loans after five complete and consecutive years of teaching at a qualifying school.

Total loss to Plaintiff: **$17, 500**

Loss of Perkins Loans forgiveness endowed under same auspices:

1,638.60 Total loan x 30% = **$491.58**

As there is every reason to believe that due to Defendant's Unlawful actions, Negligence, Breach of Employment Contract, and Unlawful policies in Subversion of the State's Preemption of the Field of Firearms, a career in teaching in at least the State of Florida, but possibly beyond, may not be possible, these losses constitute a very real, reasonable accounting. The financial future of the Plaintiff, specifically after the enactment of Unlawful policies and their effects has unduly limited the future potential earnings of Plaintiff as it concerns deriving income from professional education work, or perhaps any work. The total, then, representing real and foreseeable government aid to Title One teachers that has been unduly hindered by Defendant actions, is: **$17, 991.58**

As to Stigma and emotional distress caused by Defendant

Plaintiff, having been haunted by ruminations of those who only file lawsuits to gain money, did not go out of his way to receive documentable help for all injuries such that he can claim with paper specific emotional distress, disorders, further schisms, or further physical distress. That is not in his nature, nor would the Citizenry wish this to be in the character makeup of its Soldiers nor its Educators. However, there is no question that due to the Unlawful enactment of these policies, in the compilation of further Unlawful activity by Defendant, Plaintiff has endured

much emotional distress and physical distress that takes the form of injury that can very easily be held in front of this Court in request for further compensatory damages.

Pursuant to Florida State Statute, teachers who are charged with crimes that allegedly occurred while in the discharge of their Duty can be reimbursed for the legal fees associated with defending themselves in court. The Hillsborough County Teachers Association goes one step further, also referring Accused Instructional Staff to local attorneys. However, the amount that can be claimed by an attorney, $5000, was not enough given the, as already mentioned, two felony charges that came out of the Defendant's Unlawful policies. Because of this, in the criminal proceeding, Plaintiff's legal council withdrew from his case. (Plaintiff Exhibit AG) He was left with the choice of either utilizing the public defender, due to his lack of money and indigence, or to defend himself. Because the Defendant and its associates are immeasurably large bodies with tremendous influence within Hillsborough County, Plaintiff intuited that it would be difficult to find a competent attorney to take his case, and further that the public defender might not work as hard for him as possible, and so he took to Conducting His own Cause, pursuant to the Laws of our Great State. (Plaintiff Exhibit AH) The tremendous commitment of time, literally hundreds of hours of writing motions and researching relevant case Law, compounded by increased physical and emotional distress of having to become an RV-bound lawyer with a couch as an office and two cats as secretaries, typically with no air conditioning, heat or fixed electricity, an Honorably Discharged Veteran who doesn't have enough money for the Internet was and is still in quite a great deal of undue distress and poverty caused by his former employer. Furthermore, having to move around from place to place, and having to go through so much physically has agitated the Plaintiff's service-connected disability

when attempting to train for new employment. Pain and suffering. Distress and the fear any man or woman would feel when facing hard prison time and, after all of the reasonings contained within this document, *without having really committed a crime*, and certainly, at worst, only having even barely invited the misdemeanor form of the Statute to litigate in Court.

In summation, to the point of compensation attained for sometimes nebulous concepts of pain, suffering, and distress, Plaintiff is none wont to wail of grief to this Court, but does cry poor, and shall attest the due amount of undue sufferings multitude required to ask for the sure to be unpopular Judgments contained within this filing. The purpose of punitive damages is "not to further compensate the Plaintiff, but to punish the Defendant for its wrongful conduct and to deter similar misconduct by it and other actors in the future ." (Owens–Corning Fiberglas Corp. v. Ballard, 749 So.2d 483, 486 (Fla.1999). Punitive damages are not listed as recoverable in FSS 790.33 but remain recoverable as connected to other Causes of Action and charges named within this document. If this Court sees fit that to punish the Defendant for its crimes, the misapplication of Law and specific non-Law, will have no good effect to deter the Defendant from mistreating its Employees in the future, then let this Court not be burdened with extracting such damages from Defendant. Highly recoverable sums claimable by Plaintiff shall suffice to make Plaintiff whole in his indigency and uncertain future.

Acknowledgement of the Good in Life

Plaintiff hereby thanks Defendant and its designees for placing him on Suspension *with* pay, whereas they did not have to. Plaintiff appreciates that Defendant's Law Enforcement personnel were not Unlawfully violent when questioning nor detaining Plaintiff, and they had a relative sense of respect for providing Plaintiff with the available items that would make life easiest after

getting out of jail, including Plaintiff's wallet, conveyance keys and cellular phone, such that further Injustice or Injury did not occur on their account. Plaintiff also acknowledges the goodliness of Defendant-designated Site Manager not towing his vehicle such that he was able to retrieve it without incident where he had left it, and further thanks certain unnamed of Defendant's administrative staff that he was able to retrieve what things were his from the classroom within days after his suspension and with Dignity, leaving him less demoralized by the whole of the proceedings. However, the final word:

Defendant's Needless Victimization of Plaintiff

Victim, from Webster, *a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act or against whom the crime or delinquent act is committed.*

Is there such wrath for poor men in Heaven that this many aggregate lapses in discretion and procedure, Violations of Constitutional and Statutory Rights, and the host of adverse effects listed above, have been leveled in one event on a school campus and by light of day? It is such. Plaintiff has been truly left Victim at the hand of Defendant, in every sense of the definition, object and instrument, perhaps maliciously, certainly needlessly, and in such an event that, through these proceedings, no Instructional Staff who cares for children, or those who keep the facilities, or in any other way assist with the caring for of Children, without Due Process of Law already agreed to, shall ever be made to suffer similarly again. Let us then, with these matters before the Court, beyond the measuring of sinner's indulgences to be meted out to injured paupers, err on the side of making meaningful change to the living conditions and endowment of Right and Rights for all concerned persons who could just as easily be walking in the Plaintiff's

shoes this day, a better administrative environment for our Educators, and thus better schools, better opportunities for the Children, and a brighter Hope for the Future.

Demand for Relief

Having shown adequate adverse effects due to Defendant's Unlawful policies that subvert the State's Preemption of the Field of Firearms, having shown professional Negligence on the part of Defendant and to the detriment of Plaintiff, having shown Unlawful Termination leading to Breach of Contract by Defendant, having shown egregious Violation of Plaintiff's Constitutional Rights during Defendant-directed, Law Enforcement procedure:

1) Plaintiff seeks Declaratory Judgment that the parking of CTA-contracted Staff shall not be misconstrued as a "privilege" and, without limiting other relevant applications of this concept, that Instructional Staff personal conveyances are not subject to the prosecutorial language of FSS 790.115, with or without specific Notice of Waiver of FSS 790.25(4).

2) Plaintiff seeks Declaratory Judgment that the Defendant's Employee Handbook in all its forms is Unconstitutionally vague and insufficient to provide adequate Notice of Waiver of any Rights, specifically regarding the Lawful possession of firearms or other self-defense or even personal safety items in a personal conveyance, as found in FSS 790.115.

3) Without limiting what societally optimal, permanent resolution might be reached through correct application of the Law, Plaintiff seeks Judicial Injunction against Defendant from publishing, circulating or attempting to enforce its Unlawful, Inadequate weapons policies, for the benefit and peace of all Employees that might be currently adversely affected by these policies but remain voiceless, for the benefit of all future Employees, that their willingness to serve their greater Community, in whichever capacity they do, of providing educational

opportunities for the collective Children, our collective Future, shall not come at the cost of the Abridgment of their Fundamental Rights, among others, to remain secure and defended in their person during daily commute, and will not enter a workplace subject to Unlawful or arbitrarily enforced and thus Unconstitutional policies. Further, Injunction might be placed on all District policies incorrectly limiting the Constitutional and Florida Statutory Rights of Instructional Staff. Further, even if Defendant shall not cease and desist, even if recognition of the parking status of Instructional Staff cannot be correctly defined at this time, even if the State's Preemption of the entire Field of Firearms shall somehow peculiarly remain subordinated to School Districts and thus County-level policies, more well-constructed, accurate language in the written and published Employee Handbook, as demanded by Florida Law, might temporarily serve as any adequate waiver of the FSS 790.25(4) exception, reducing continuous, egregious Violation of their Fundamental Rights afflicted upon all Hillsborough CTA-contract bound Staff daily.

4) Plaintiff seeks statutory compensatory damages, pursuant to FSS 790.33, in the amount of **$99,999.99,** though under the concept of Joinder not exclusive of other due statutory maximums, and not out of greed or a general desire for more, but having shown adequate proof of having been significantly adversely affected professionally, socially, and financially by Defendant's Unlawful policy, Unconstitutional enforcement of such policy through Defendant-directed, subsequent Unlawful Termination and Breach of Contract, and gross employer Negligence on the part of Defendant with respect to the whole of the matter.

5) Plaintiff seeks reasonable compensation for attorney's fees and legal costs associated with bringing this matter before the Court in search of Justice and in as much as FSS 790.33 specifically makes provision for the collection of such fees, a rare occurrence that one

Conducting their own Cause shall secure such fees, and yet not undue as activities in pursuit of other economic gain could have easily been pursued if not for the imminence and personal responsibility of seeing this Action through, for the benefit, not only of the Plaintiff, and even the Defendant perhaps, but particularly for over a hundred thousand educators in this state who could use more respect and support from their employers and not more opportunities to live in fear.

DEMAND FOR BENCH TRIAL

Plaintiff demands a Bench Trial on all counts and on all issues so triable.

DESIGNATION OF E-MAIL ADDRESSES

Plaintiff designates the following e-mail address for service of court documents in this action:

Lucas David Seidman, tcl08@protonmail.com

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

Lucas Seidman
3108 N Boundary Blvd #345
Tampa, Florida 33621
TCL08@protonmail.com
(813) 954 - 3907
Defendant, Conductor of His own Cause