

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CHRIS MISERESKY and
LAUREN COLEMAN, individually and
on behalf of their minor child, A.M.,

CASE NO.:2026-006626-CA-01

Plaintiffs,

v.

FISHER ISLAND DAY SCHOOL, INC.,
a Florida not-for-profit corporation,
ARTHUR VISCUSI a/k/a ART VISCUSI,
individually and in his capacity as Head of School, and
JANA NEFF,
individually and in her capacity as
Chair of the Board of Trustees,

Defendants.

VERIFIED AMENDED COMPLAINT

Plaintiffs, CHRIS MISERESKY and LAUREN COLEMAN, individually and on behalf of their minor child, A.M., sue Defendants and allege as follows:

SUMMARY OF ACTION

This is the story of a private school that tried -- and failed -- to kick out a kid for bad grades, because there weren't bad grades, and tried -- and failed -- to kick him out for bad behavior, because bad behavior did not exist. When the parents dared to point out the emperor had no clothes, the School didn't fix the problem. Fisher Island Day School declared war on the child. What followed was not education. It was a calculated, coordinated smear campaign.

This action arises from the targeted, pretextual, constructive dismissal of a well-adjusted, high-performing student who never once gave the School a legitimate reason to target him. A.M. is not, and has never been, a "problem student." He is the opposite: respectful, engaged,

academically on track, and completely ordinary in every measurable way. That is exactly why the School had to invent a way to get rid of him.

On November 7, 2025, Defendants conjured out of thin air a fictional designation called “Academic Watch,” a term that appears nowhere in any contract, handbook, code of conduct, or policy. It has no definition, no criteria, no standards, and no process. It is nothing more than a made-up weapon created for one purpose: to manufacture a paper trail for the decision that had already been made. A.M. was going to be removed from the School. From that moment, the outcome was fixed. A.M. would be gone. Only the excuses kept changing.

Plaintiffs cooperated at every turn. The School moved the goalposts. An evaluation was demanded. Plaintiffs delivered a clean, professional neuropsychological evaluation report conducted by a highly-qualified evaluator. The School ignored it. Parents politely asked for the written policy that supposedly justified all of this. The School’s response was not clarification. It was escalation.

That escalation was deliberate. School administrators determined that A.M.’s reports were “too positive” and needed to be made more negative. To accomplish that, teachers were instructed to alter narrative assessments, and students were singled out and asked targeted, leading questions about A.M. in an effort to elicit adverse statements where none existed. This was not an effort to understand A.M.’s conduct. It was an effort to generate it. This is not the objective reporting we would expect from a school that holds itself out to parents and the public as “one of South Florida’s finest independent schools.” It is the intentional and fraudulent creation of a misleading academic record, designed to justify a predetermined outcome and meant to be relied upon by parents and other schools in making academic and enrollment decisions.

When Plaintiffs exposed the fraud, the School pivoted to its final, most cynical move: punishing the parents for speaking up. Parental advocacy became the new “problem.” Retaliation became policy. The Board of Trustees, including its Chair, Jana Neff, ratified the administration’s actions in a March 13, 2026 letter without undertaking any meaningful or independent review. They rubber-stamped the entire scheme in a March 13, 2026 letter that reads like a masterclass in bad-faith dealings and self-preservation. That response reflects the Board’s endorsement of the conduct at issue and its failure to independently assess the concerns raised by Plaintiffs.

The pattern is clear: compliance brought new demands, evidence was ignored, and parental advocacy triggered retaliation. The decision did not follow the facts. The facts were reshaped to justify a decision made at the outset of the school year -- remove A.M. -- for reasons that remain unexplained, but strongly suggest personal animus toward the parents, whether rooted in jealousy, resentment, or some other undisclosed grudge.

By the time Defendants constructively dismissed A.M. in mid-March 2026, the record had already been engineered to create the appearance of justification where none existed, leaving him with few viable educational alternatives; he was effectively stranded in the final quarter of the academic year. This was not discretion. It was a pretext. It was not a process. It was outcome-driven conduct carried out in bad faith, through coordinated action between administration and members of the Board to predetermine A.M. 's removal and then construct a supporting record by invoking non-existent policies, selectively enforcing standards, and shaping narrative evidence to justify a foregone conclusion.

Upon information and belief, A.M. is far from the only victim. Other students and educators have endured the exact same playbook at Fisher Island Day School: invented rules with no standards, selective enforcement against chosen targets, and predetermined removals.

Fisher Island Day School couldn't kick A.M. out on the merits, so it rigged the game, poisoned the well, and then blamed the parents for calling out the stench.

GENERAL ALLEGATIONS

1. This is an action for damages, declaratory relief, and injunctive relief arising from Defendants' arbitrary, pretextual, and retaliatory conduct in connection with the academic status, disciplinary treatment, and ultimate removal of Plaintiffs' minor child from Defendant FISHER ISLAND DAY SCHOOL, INC. ("FIDS" or "the School").
2. Plaintiffs seek, among other relief: (a) compensatory damages; (b) declaratory relief establishing that Defendants' actions violated the governing Enrollment Contract and applicable standards; (c) injunctive relief preventing the maintenance or dissemination of inaccurate or improperly created academic or disciplinary records; and (d) such other relief as the Court deems just and proper.
3. Plaintiffs, CHRIS MISERESKY and LAUREN COLEMAN, are residents of Miami-Dade County, Florida, and are the parents and natural guardians of A.M., a minor child. At all times material hereto, Plaintiff A.M. was a student at Defendant FIDS.
4. Defendant FISHER ISLAND DAY SCHOOL, INC. is a Florida not-for-profit corporation operating a private educational institution in Miami-Dade County, Florida.
5. Defendant ARTHUR VISCUSI a/k/a ART VISCUSI ("Viscusi") is the Head of School of FIDS and, upon information and belief, an officer and registered agent of FIDS.

6. At all times material, Viscusi exercised direct authority and control over student academic determinations, disciplinary processes, and enrollment decisions, and personally participated in, directed, approved, and ratified the conduct giving rise to this action.
7. Upon information and belief, Defendant Viscusi resides at or is provided access to residential housing located at 120 Jefferson Avenue, Unit 12014, Miami Beach, Florida, a condominium within The Courts at South Beach, with an estimated market value in excess of \$1.5 million, which is owned directly or indirectly by Defendant FIDS or an affiliated entity, including FIDS Housing LLC.
8. Defendant JANA NEFF (“Neff”) is, upon information and belief, the Chair of the Board of Trustees of Fisher Island Day School, Inc., and at all times material exercised authority over, and participated in or ratified, decisions and actions affecting A.M., including the Board’s March 13, 2026 response and related determinations regarding A.M.’s enrollment.
9. Public property records reflect that the unit is owned by FIDS Housing LLC, an entity affiliated with Defendant FIDS, further evidencing that such housing constitutes a structured, undisclosed non-salary benefit provided to administration.
10. Upon further information and belief, members of FIDS administration and leadership have received additional valuable benefits and gifts, including luxury items, the nature and extent of which are not disclosed to parents or the public. These financial and non-salary benefits are not reflected in any materials provided to Plaintiffs and are not subject to transparent or disclosed standards.
11. These undisclosed financial arrangements are relevant to the incentives, dependencies, and institutional relationships between administration and the Board of Trustees, and bear directly on the motives, independence, and good faith of the decisions and actions taken with respect to A.M.
12. At all times material, Defendant FIDS, by and through its officers, agents, and employees, including Viscusi, acted within the course and scope of its operations and under color of its institutional authority.
13. The Enrollment Contract, Parent-Student Handbook, and related governing documents constitute binding agreements between Plaintiffs and FIDS and govern the parties’ respective rights and obligations with respect to academic status, discipline, and continued enrollment.

14. Defendants were obligated to apply such governing documents in a consistent, non-arbitrary manner and to exercise any discretion in good faith.
15. Venue is proper in Miami-Dade County, Florida, because the acts and omissions giving rise to this action occurred in this County and Defendants conduct business in this County.
16. A.M. is, and has always been, a well-adjusted, respectful, and engaged student with no disciplinary history or behavioral record, whose academic progress and participation in school life have never warranted heightened intervention.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

17. A.M. was, at all relevant times, a student enrolled at FIDS.
18. Plaintiffs entered into an Enrollment Contract with FIDS, which, together with the Parent-Student Handbook and related materials, governed the terms of A.M.'s academic status, discipline, and continued enrollment.
19. On November 7, 2025, Defendants placed A.M. on "Academic Watch."
20. The Enrollment Contract, Parent-Student Handbook, Code of Student Conduct, and related governing documents do not define "Academic Watch," nor do they establish any criteria for placement, removal, or consequences associated with such designation.
21. Notwithstanding the absence of any written authority, Defendants represented that A.M.'s placement on Academic Watch was made "in accordance with [the School's] policies," despite no such policy existing in any governing document.
22. At the time of placement, A.M.'s academic performance consisted of, at most, a single low grade and did not meet any clearly defined or consistently applied standard warranting such designation. At this time, A.M.'s behavior was always proper and respectful.
23. Upon information and belief, other similarly situated students with comparable or lower academic performance were not placed on Academic Watch.
24. Upon information and belief, Academic Watch is applied selectively and inconsistently, and not pursuant to any uniformly enforced or written standard.

25. Upon information and belief, Defendants applied Academic Watch, evaluator requirements, and re-enrollment determinations inconsistently across the student body, imposing heightened and unique requirements on A.M. that were not imposed on other similarly situated students, thereby evidencing selective enforcement rather than application of any neutral or uniformly applied standard.
26. Despite the absence of any policy, criteria, or documented basis, Defendants abruptly subjected A.M. to a series of escalating requirements and scrutiny not applied to other students.
27. On November 7, 2025, Defendants further advised Plaintiffs that A.M. would not receive a re-enrollment contract at that time and that a final enrollment decision would be deferred until the end of the academic year.
28. At the time A.M. was placed on “Academic Watch,” Defendants simultaneously advised Plaintiffs to apply to other schools, evidencing that the decision to remove him had already been made and that subsequent steps would serve only to justify that outcome.
29. Despite that early signaling, Defendants continued to represent that A.M.’s status would be determined based on future performance and evaluation, while ultimately making the decision in March to effectuate A.M.’s constructive dismissal at a time when Plaintiffs had no realistic opportunity to secure a comparable alternative placement.
30. These determinations were made prior to the completion of any updated evaluation, prior to any alleged behavioral concerns, and prior to any meaningful opportunity for A.M. to demonstrate academic improvement.
31. At the time Academic Watch was imposed, and at all times prior to February 2026, A.M. had no documented disciplinary record, referrals, suspensions, or formal findings of behavioral misconduct.
32. Defendants imposed these conditions and determinations without providing A.M. with any defined criteria, objective benchmarks, or meaningful opportunity to cure or remediate the purported concerns prior to withholding re-enrollment and directing Plaintiffs to seek alternative schools.

Evaluation Requirement and Shift in Position

33. Between November 10 and November 12, 2025, Defendants required Plaintiffs to obtain an educational evaluation from a “school-approved evaluator,” despite the absence of any behavioral concerns and based solely on a single low grade in a non-core class during one marking period.
34. Plaintiffs reasonably understood the phrase “school-approved evaluator” in its ordinary sense, namely, a licensed, credentialed professional authorized to perform school-based psychoeducational evaluations, and undertook to comply in good faith with that requirement.
35. Nothing in the Enrollment Contract, Parent-Student Handbook, or Code of Student Conduct defines that term or limits parents to a pre-selected list of evaluators chosen by the School.
36. In reliance on that plain language, Plaintiffs retained Dr. Lauren Miller, a licensed, board-certified neuropsychologist with extensive experience conducting psychoeducational and court-ordered evaluations, whose qualifications fully satisfied any reasonable interpretation of the School’s stated requirement.
37. Only after Plaintiffs had engaged Dr. Miller and commenced the evaluation process did Defendants alter their interpretation of “school-approved evaluator,” asserting for the first time that it referred to a limited list of providers selected exclusively by the School. The list provided to Plaintiffs consisted of only a handful of “approved” evaluators. At no time did the Defendant provide criteria for approving such evaluators.
38. On November 12, 2025, Defendants advised Plaintiffs that any evaluation conducted outside of that undisclosed list would not be considered.
39. This *post hoc* reinterpretation materially changed the requirement after Plaintiffs had already relied upon it and undertaken compliance at their own time and expense.
40. This shifting requirement did not operate as a neutral academic measure, but instead imposed a moving target on A.M. that could not be satisfied, further isolating him from similarly situated students.
41. The completed psychoeducational evaluation was formally provided to Defendants on February 13, 2026, and Defendants raised no objection to the evaluator’s credentials, methodology, or findings.

42. Having accepted the evaluation without objection, Defendants, nevertheless, failed to utilize it, meaningfully consider it, or incorporate its findings into any academic or disciplinary decision affecting A.M., rendering the requirement of such evaluation purposeless in practice.
43. Defendants accepted the evaluation and then ignored it, confirming that it was never required to inform any academic decision, but instead used to justify a decision already made.
44. The evaluation confirmed that A.M. exhibited normal cognitive functioning, no diagnosable learning disorder, and age-appropriate academic abilities, thereby eliminating any legitimate academic basis for requiring such evaluation.
45. Defendants' conduct (requiring the evaluation, altering the criteria after Plaintiffs complied, accepting the evaluation, and then disregarding it entirely) demonstrates that the requirement was not imposed for any legitimate academic or behavioral purpose.
46. The evaluation requirement was imposed on Plaintiffs without any basis in the governing documents and served only to burden Plaintiffs while Defendants moved forward with removing A.M. from the School.
47. The School's governing documents do not authorize the imposition of a mandatory psychoeducational evaluation in the absence of documented behavioral concerns, and any reference to outside services within the Code of Student Conduct is limited to supportive interventions arising from established disciplinary processes, none of which existed with respect to A.M.

Spanish

48. As part of the requirements imposed under the "Academic Watch" designation, Defendants required that A.M. receive additional academic support, including weekly meetings and tutoring with his Spanish teacher.
49. In reliance on that requirement, Plaintiffs arranged for A.M.'s Spanish teacher to provide tutoring, consistent with the School's directive and with the teacher's agreement to do so.
50. After Plaintiffs had arranged for such tutoring, Defendants directly instructed the Spanish teacher that she was not permitted to tutor A.M., a directive confirmed to Plaintiffs in writing by the teacher.

51. As a result of Defendants' directive, Plaintiffs were prevented from complying with the very requirement Defendants had imposed, rendering adherence to the "Academic Watch" conditions impossible.
52. Defendants did not provide any alternative means by which Plaintiffs could satisfy this requirement, despite Plaintiffs' good faith efforts to comply.
53. Moreover, the School's own published curriculum identifies Spanish as a "related-arts" subject, distinct from core academic subjects, which are separately listed within the curriculum framework.
54. The imposition of a mandatory tutoring requirement in a non-core subject, coupled with Defendants' subsequent prohibition preventing compliance with that requirement, demonstrates that the conditions imposed were not designed to support A.M.'s academic progress, but instead functioned as pretextual and unattainable demands.
55. This sequence reflects a pattern in which Defendants imposed requirements, induced reliance, and then obstructed compliance, ensuring that A.M. could not satisfy the conditions necessary to remain enrolled.

Retaliatory Escalation and Board Ratification

56. On February 27, 2026, Plaintiffs submitted a formal written communication to Defendant Arthur Viscusi, Head of School, raising detailed and principled concerns regarding, among other things, the absence of written authority for "Academic Watch," the improper and shifting restriction on evaluator selection, the lack of objective academic or disciplinary standards, and the School's failure to follow its own governing documents.
57. That communication expressly requested clarification of the School's authority, identification of objective criteria being applied, and review by the School's Board of Trustees prior to any final enrollment decision affecting A.M.
58. Rather than addressing the substantive concerns raised, Defendants escalated their conduct in the days immediately following Plaintiffs' communication.
59. On or about March 3, 2026, during a faculty meeting led by Assistant Head of School Mandira Bose and under the authority of Defendant Viscusi, teachers were instructed to revise or adjust narrative comments concerning A.M. in a more negative manner.

60. This directive occurred immediately after Plaintiffs raised their concerns and was not based on any new conduct by A.M.
61. At that point, Defendants were no longer evaluating A.M.'s conduct, but were actively shaping the record concerning him.
62. On March 4, 2026, Plaintiffs issued a formal notice to the Board of Trustees, again raising concerns regarding retaliatory conduct, lack of process, and the integrity of A.M.'s academic and disciplinary record.
63. On March 7, 2026, Plaintiffs submitted a further written communication to Board Chair Jana Neff, advising the Board of an additional instance of retaliatory conduct and escalation, including the following:
- a. That on or about March 6, 2026, after A.M. had left school early due to illness, Assistant Head of School Mandira Bose removed students from A.M.'s sixth-grade class and questioned them about A.M. by name;
 - b. That such questioning included leading inquiries as to whether A.M. had engaged in name-calling or other misconduct, including references to specific language allegedly used;
 - c. That multiple families reported that students were being questioned about A.M. in a manner perceived as attempting to elicit negative statements;
 - d. That one student, identified as E.P., a close friend of A.M., reported to her parent that she felt pressured by Ms. Bose to attribute negative conduct to A.M., despite not believing that he had done anything wrong, and communicated her discomfort and concern about the situation to her parent; E.P. ultimately did not report any wrongdoing by A.M. because she did not believe any had occurred, but was nevertheless subjected to inappropriate pressure.
 - e. That the parent of that student characterized the conduct as a "witch hunt" targeting A.M. and expressed concern that their child was being placed in a position to make adverse statements about a close friend;
 - f. That the underlying complaint prompting the inquiry involved alleged conduct by older students in a different grade level, and that A.M. was not part of the group identified in that complaint;

- g. That, notwithstanding the scope of the original complaint, Defendants redirected the inquiry toward A.M., who was not implicated in the reported conduct;
 - h. That the conduct expanded the scope of the situation beyond A.M. and into the broader student community, drawing in other families and compromising the confidentiality and integrity of the process;
 - i. That Plaintiffs advised the Board that the continued escalation and harm to A.M. required immediate intervention and requested action by March 13, 2026; and
 - j. That Plaintiffs further advised that, absent Board action, they would reasonably conclude that the conduct was being permitted or directed at an institutional level.
64. The focus on A.M., including directing inquiries toward him by name and involving unrelated students, demonstrates that he had become the subject of targeted scrutiny rather than neutral evaluation.
65. Thereafter, the Board of Trustees, including but not limited to its Chair, Jana Neff, issued a formal response dated March 13, 2026.
66. The March 13, 2026 Board response did not reflect an independent or objective evaluation of the concerns raised by Plaintiffs.
67. Upon information and belief, the Board, including Jana Neff and other members of the Board of Trustees, did not undertake an objective or independent inquiry sufficient to meaningfully assess the concerns raised by Plaintiffs.
68. Instead, the Board's response adopted and reaffirmed the actions and positions previously taken by Defendant Viscusi and School administration, including the handling of "Academic Watch," the evaluator requirement, and the decision to withhold and ultimately terminate A.M.'s enrollment, along with his sister's, a student at the school who is not involved in the incidents alleged herein.
69. The Board's response further criticized Plaintiffs for raising concerns, characterizing their communications as inappropriate or disruptive, while failing to substantively address the policy, procedural, and factual deficiencies identified by Plaintiffs.
70. The Board's review functioned to confirm and defend the administration's actions rather than to independently evaluate them.

71. The timing of these actions, including the escalation of narrative reporting, the emergence of behavioral allegations, and the Board's endorsement of Defendants' conduct, occurred within days of Plaintiffs' formal complaints and requests for review.
72. The close temporal proximity between Plaintiffs' protected activity and Defendants' actions supports a reasonable inference that the conduct at issue was retaliatory in nature.
73. The Board's handling of the matter, coupled with its express endorsement of the conduct at issue and its criticism of Plaintiffs, demonstrates that the actions taken with respect to A.M. were ratified at the highest levels of the institution.
74. These actions (including the directive to generate negative reporting, the questioning of students, and the Board's response) show that the decision-making process was not objective and was directed toward a predetermined outcome.
75. At all relevant times, Defendants, including Defendant Viscusi, Assistant Head of School Mandira Bose, and members of the Board of Trustees, including Jana Neff, acted in a coordinated manner, such that the actions taken with respect to A.M. were the product of coordinated institutional conduct rather than independent or good faith decision-making.
76. The Board of Trustees had the authority to direct, halt, or remediate the conduct described herein, and instead permitted and ratified such conduct.
77. Upon information and belief, Defendant Neff, in her capacity as Chair of the Board, had the authority to direct, halt, or remediate the conduct described herein, and instead permitted and ratified such conduct.
78. As a result, the conduct described herein was not the result of isolated or discretionary decisions, but instead reflects a consistent, coordinated course of action undertaken by Defendants following Plaintiffs' complaints, culminating in the removal of A.M. from the School.

Damages and Constructive Dismissal

79. On March 13, 2026, Defendants effectively dismissed A.M. from the School at a time when the academic year was already well underway, leaving Plaintiffs with no reasonable or comparable educational alternatives.

80. By that point in the school year, application cycles for comparable institutions had closed or were substantially complete, rendering any suggestion that Plaintiffs simply “apply elsewhere” illusory and impractical.
81. Defendants’ actions placed Plaintiffs in an untenable position: either accept a fundamentally altered and punitive set of conditions that deprived them of meaningful participation in their child’s education, or remove A.M. from the School without a viable educational alternative.
82. The timing and manner of Defendants’ actions deprived A.M. of educational continuity, disrupted his academic progress, and caused immediate and ongoing harm, including the loss of stability, loss of opportunity, and the burden of attempting to secure alternative schooling under severely constrained circumstances.
83. In its March 13, 2026 correspondence, Defendants imposed a series of conditions on Plaintiffs as a prerequisite to A.M. remaining enrolled at the School, none of which are grounded in any provision of the Enrollment Contract, Handbook, or Code of Conduct.
84. Those conditions included, among other things: (a) a prohibition on any direct communication between Plaintiffs and School faculty or staff, except through a single designated intermediary, whose role is administrative and not educational, effectively eliminating any meaningful communication regarding A.M.’s academic progress, classroom performance, or educational needs; (b) a ban prohibiting Plaintiffs from entering School property or attending School-sponsored events without prior written approval; (c) the removal of Plaintiff Lauren Coleman from her role as Chair of the Parents Association; (d) a broad restriction prohibiting Plaintiffs from making any statements perceived as critical of the School or its employees; and (e) a warning that any perceived violation of these conditions could result in immediate expulsion.
85. These conditions fundamentally altered the nature of the parent-school relationship and deprived Plaintiffs of any meaningful ability to participate in, monitor, or support their child’s education.
86. In addition, Defendants offered Plaintiffs the option of removing A.M. from the School environment entirely and placing him in home-learning, thereby eliminating his access to peers, teachers, and the School community, while maintaining enrollment in name only.
87. The conditions imposed were not temporary, remedial, or tied to any identified student conduct, but instead operated as punitive restrictions directed at Plaintiffs, with the foreseeable and intended effect of forcing A.M.’s withdrawal.

88. Under these conditions, requiring A.M. to continue attending the School was not reasonably tenable. Plaintiffs were forced to choose between subjecting their child to an isolated, restricted, and unstable educational environment under constant threat of expulsion, or removing him from the School altogether.
89. As a result, Defendants' conduct did not constitute a voluntary withdrawal, but instead amounted to a constructive dismissal of A.M., achieved through the imposition of conditions that made continued enrollment impracticable and deprived Plaintiffs of any meaningful choice.
90. As a direct and foreseeable result of Defendants' actions, which rendered continued attendance untenable, A.M. was effectively removed from his school community, separated from his peers, and forced to navigate an abrupt and disruptive transition without the benefit of a normal admissions process.
91. As a direct result of the timing of Defendants' actions, Plaintiffs were forced to seek alternative educational arrangements outside the normal admissions cycle, placing A.M. at a competitive and logistical disadvantage relative to similarly situated students.
92. Accordingly, Defendants' conduct which operated as a constructive dismissal of A.M., further extended to the removal of his sister, who was included in the same outcome without any individualized findings or conduct warranting such action. This result was effectuated not through a formal expulsion alone, but through the imposition of conditions and timing that made continued enrollment impracticable and deprived Plaintiffs of any meaningful choice.
93. Defendants' conduct foreseeably resulted in Plaintiffs being forced to secure alternative educational arrangements outside the normal admissions cycle, causing substantial disadvantage, disruption, and loss of comparable educational opportunity.
94. Following A.M.'s constructive dismissal and in connection with efforts to secure alternative educational placement, Plaintiffs requested complete copies of the children's educational records, including cumulative files, academic records, disciplinary records, evaluations, and internal communications maintained by the School.
95. By correspondence dated March 19, 2026, Defendant Fisher Island Day School, Inc., through its administration, refused to provide complete copies of such records directly to Plaintiffs and instead asserted that records would only be transmitted directly to other schools selected by Defendants.

96. Defendants' position prevents Plaintiffs from reviewing, assessing, and providing the records to tutors, evaluators, and prospective educational providers necessary to determine appropriate placement and respond to the circumstances created by Defendants.
97. Plaintiffs thereafter renewed their request for complete production of the children's educational records, including by formal correspondence from counsel, and Defendants have continued to withhold such records from direct parental access.
98. Defendants' refusal to provide these records has materially impaired Plaintiffs' ability to mitigate damages and secure appropriate alternative educational placement, particularly given that Defendants' actions occurred outside the normal admissions cycle.
99. Without access to complete and accurate records, Plaintiffs are unable to evaluate A.M.'s academic standing, address the representations made by Defendants, or present accurate information to third parties, resulting in ongoing and irreparable harm.
100. Plaintiffs have no adequate remedy at law for Defendants' continued withholding of these records. Monetary damages cannot restore lost educational opportunities, cure the inability to secure placement in real time, or remedy the ongoing harm caused by the lack of access to critical educational information.
101. Defendants possess exclusive control over the requested records, and the balance of equities strongly favors immediate production to Plaintiffs.
102. Defendants' refusal to provide such records, while controlling their transmission, raises additional concerns regarding the completeness and integrity of the information being disseminated to third parties, particularly where administrators have directed or influenced narrative reporting concerning A.M.

COUNT I

Breach Of Contract

Plaintiffs vs. Defendants Fisher Island Day School, Inc.

103. Plaintiffs re-adopt and incorporate each and every factual allegation set forth above as if fully set forth herein.
104. Plaintiffs and Fisher Island Day School, Inc. entered into a binding contractual relationship governing A.M.'s enrollment, including but not limited to, the Enrollment Contract, Parent-Student Handbook, Code of Student Conduct, and related School

policies and publications, copies of which are attached hereto as exhibits pursuant to Fla. R. Civ. P. 1.130 and incorporated herein by reference.

105. These documents collectively establish enforceable obligations requiring that academic, disciplinary, and enrollment decisions be made in accordance with defined policies, applied consistently, and exercised in good faith and not in a manner that is arbitrary, capricious, or pretextual.
 - a. To the extent the governing agreements afforded Defendants any discretion with respect to academic evaluation, disciplinary determinations, or re-enrollment decisions, such discretion was required to be exercised in good faith and consistent with the reasonable expectations arising from the parties' agreement, and could not be used to impose undisclosed standards, shift requirements after reliance, or predetermine outcomes irrespective of student performance.
106. The Handbook provides that grades and narrative evaluations are to accurately reflect each student's academic growth and development and be based on substantiated assessments.
107. The Code of Student Conduct establishes structured disciplinary processes tied to defined behavioral conduct, documentation, investigation, and graduated responses.
108. Plaintiffs performed all material obligations required under the Enrollment Contract and governing documents, or were excused from further performance as a result of Defendant's conduct.
109. Defendant FIDS materially breached the parties' agreement by, among other things:
 - a. Imposing "Academic Watch," a designation not defined or authorized by any governing document;
 - b. Representing that such designation was made "in accordance with [the School's] policies" when no such policy exists;
 - c. Applying "Academic Watch" selectively and inconsistently, rather than pursuant to any uniform or objective standard;
 - d. Requiring Plaintiffs to obtain an educational evaluation from a "school-approved evaluator" without any contractual or policy-based authority;

- e. Altering the meaning of “school-approved evaluator” after Plaintiffs relied upon the original representation;
 - f. Accepting the completed evaluation without objection and then disregarding its findings entirely;
 - g. Failing to base academic or disciplinary decisions on objective criteria, substantiated assessments, or documented conduct;
 - h. Directing or permitting the manipulation of narrative reporting, thereby undermining the integrity of A.M.’s academic record;
 - i. Failing to follow the School’s own disciplinary framework, including the absence of documented behavioral findings prior to escalation;
 - j. Withholding re-enrollment and directing Plaintiffs to apply to other schools at the outset of the process, prior to any meaningful opportunity to cure;
 - k. Exercising discretion under the governing documents in bad faith, including by imposing undisclosed standards, shifting requirements after Plaintiffs’ reliance, and predetermining A.M.’s removal irrespective of performance, thereby depriving Plaintiffs of the benefit of their bargain.
 - l. Imposing requirements under “Academic Watch” while simultaneously preventing Plaintiffs from complying with those requirements.
110. These breaches were material and went to the essence of the parties’ agreement.
111. These breaches include the misuse of contractual discretion as a pretext to achieve a predetermined outcome, rather than to evaluate A.M. in good faith under the standards represented to Plaintiffs.
112. As a direct and proximate result of Defendant’s breaches, Plaintiffs and A.M. suffered damages, including but not limited to the loss of A.M.’s enrollment, disruption of his education, loss of educational opportunity, and related consequential damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Fisher Island Day School, Inc. for damages, together with such further relief as the Court deems just and proper.

COUNT II
Tortious Interference With Advantageous Business Relationship
Plaintiffs vs. Defendant Arthur Viscusi

113. Plaintiffs re-adopt and incorporate each and every factual allegation set forth above as if fully set forth herein.
114. Plaintiffs had an existing and identifiable business relationship with Fisher Island Day School, Inc., namely A.M.'s continued enrollment and anticipated re-enrollment at the School.
115. Defendant Arthur Viscusi had actual knowledge of this relationship by virtue of his role as Head of School and his direct involvement in academic, disciplinary, and enrollment decisions affecting A.M.
116. Defendant Viscusi intentionally and unjustifiably interfered with that relationship by acting outside the scope of any legitimate contractual or administrative function and by exceeding his role as a decision-maker, including:
- a. Imposing "Academic Watch" without any contractual or policy-based authority;
 - b. Requiring an evaluation from a "school-approved evaluator" and subsequently altering that requirement after Plaintiffs' reliance;
 - c. Disregarding the results of the completed evaluation;
 - d. Directing or permitting the manipulation or emphasis of negative narrative reporting;
 - e. Escalating actions in response to Plaintiffs' complaints rather than addressing the issues raised;
 - f. Participating in a coordinated course of conduct that resulted in the withholding of re-enrollment and ultimate dismissal of A.M.
117. Defendant Viscusi's conduct was not justified or privileged, as it was undertaken in bad faith, for improper purposes, and through arbitrary and pretextual measures not grounded in the School's governing documents.

118. As a direct and proximate result of Defendant Viscusi's intentional interference, the business relationship between Plaintiffs and the School was disrupted and ultimately terminated, resulting in A.M.'s removal.

119. Plaintiffs suffered damages as a result of such interference, including but not limited to the loss of A.M.'s enrollment, disruption of his education, loss of educational opportunity, and related consequential damages.

WHEREFORE, Plaintiffs demand judgment against Defendant Arthur Viscusi for damages, together with such further relief as the Court deems just and proper.

COUNT III

Civil Conspiracy

Plaintiffs vs. Defendants Fisher Island Day School, Inc., Arthur Viscusi, and Jana Neff

120. Plaintiffs re-adopt and incorporate each and every factual allegation set forth above as if fully set forth herein.

121. Defendants, FIDS, Arthur Viscusi, and members of the Board of Trustees, including Board Chair Jana Neff, entered into an agreement, whether express or implied, to engage in a coordinated course of conduct directed at A.M.

122. This agreement is evidenced by the coordinated actions of Defendants following Plaintiffs' February 27, 2026 communication, including the March 3 directive regarding narrative reporting, the March 7 escalation involving student questioning, and the March 13 Board ratification.

123. The objective of this agreement was to accomplish an unlawful purpose, or a lawful purpose by unlawful means, including but not limited to, the arbitrary removal of A.M. from the School through the misuse of academic and disciplinary processes and the manipulation of the record supporting such removal.

124. In furtherance of this agreement, Defendants committed multiple overt acts, including:

- a. Imposing "Academic Watch" without any written policy, defined criteria, or contractual authority;
- b. Representing that such designation was made in accordance with School policies when no such policy exists;

- c. Requiring Plaintiffs to obtain an evaluation from a “school-approved evaluator” and subsequently altering that requirement after Plaintiffs’ reliance;
 - d. Accepting the completed evaluation and then disregarding its findings entirely;
 - e. Directing or permitting faculty to revise or emphasize negative narrative reporting concerning A.M., including instructions that the existing “narrative” was “too positive” and should be made more negative;
 - f. Expanding inquiries to other students, including questioning students by name in a manner designed to elicit negative statements about A.M., despite A.M. not being implicated in the underlying issue;
 - g. Escalating actions following Plaintiffs’ formal complaints rather than addressing the concerns raised;
 - h. Undertaking a purported investigation that was not independent or objective and that served to ratify the actions of School administration rather than assess the concerns raised;
 - i. Ratifying and endorsing the actions of School administration through the March 13, 2026 Board response; and
 - j. Withholding re-enrollment and ultimately effecting the removal of A.M. at a time when alternative educational options were no longer realistically available.
125. The conduct undertaken in furtherance of this agreement was improper and constituted actionable underlying wrongs, including tortious interference and conduct that was arbitrary, pretextual, and undertaken in bad faith.
126. The timing, consistency, and escalation of Defendants’ actions, including the sequence of events from Plaintiffs’ February 27, 2026 communication through the March 13, 2026 Board response, support a reasonable inference of coordinated decision-making and agreement among Defendants.
127. Defendant Viscusi, Assistant Head of School Mandira Bose and the Board of Trustees, including Defendant Jana Neff, acted in concert within a unified decision-making structure, such that the actions taken with respect to A.M. were not independent or discretionary, but were collectively directed, approved, and ratified.

128. As a direct and proximate result of Defendants' conspiracy and the acts undertaken in furtherance thereof, Plaintiffs suffered damages, including but not limited to the loss of A.M.'s enrollment, disruption of his education, loss of educational opportunity, and related consequential damages.

WHEREFORE, Plaintiffs demand judgment against Defendants Fisher Island Day School, Inc., Arthur Viscusi, and Jana Neff for damages, together with such further relief as the Court deems just and proper.

COUNT IV

Negligent Misrepresentation

Plaintiffs vs. Defendants Fisher Island Day School, Inc. and Arthur Viscusi

129. Plaintiffs re-adopt and incorporate each and every factual allegation set forth above as if fully set forth herein.

130. Defendants, and in particular Defendant Arthur Viscusi in his capacity as Head of School and primary decision-maker, made material representations of fact to Plaintiffs concerning the academic, disciplinary, and enrollment status of A.M.

131. These representations included: (a) that A.M.'s placement on "Academic Watch" was made in accordance with the School's policies; (b) that Plaintiffs were required to obtain an evaluation from a "school-approved evaluator"; and (c) that the School's academic and disciplinary records, including narrative reporting, were generated through an objective and integrity-driven process.

132. Each of these representations concerned material facts that governed the conditions of A.M.'s continued enrollment and the basis upon which Defendants would make academic and enrollment determinations.

133. At the time such representations were made, Defendant Viscusi knew, or at a minimum should have known, that the representations were false or misleading, including where:

- a. No written policy defined or authorized "Academic Watch";
- b. No governing document required or defined the use of a "school-approved evaluator" as later interpreted;
- c. The evaluator requirement was subject to change after Plaintiffs' reliance;

- d. Narrative reporting was being directed or influenced in a manner inconsistent with objective and substantiated assessment.
134. Defendant Viscusi knew, or in the alternative acted with reckless disregard as to whether, the representations were false, including where he invoked “School policies” that did not exist and imposed requirements not supported by any written standard.
135. Defendant Viscusi intended that Plaintiffs rely on these representations in complying with School directives, including obtaining an evaluation, responding to “Academic Watch,” and making decisions regarding A.M.’s continued enrollment.
136. Plaintiffs reasonably and justifiably relied on these representations, including by retaining a qualified neuropsychologist, incurring time and expense in completing the evaluation, and complying with the directives issued by Defendant Viscusi.
137. Defendant Viscusi thereafter altered, disregarded, or inconsistently applied the representations upon which Plaintiffs relied, including redefining “school-approved evaluator,” disregarding the completed evaluation, and participating in decisions not grounded in the representations previously made.
138. As a direct and proximate result of Defendants’ negligent misrepresentations, Plaintiffs suffered damages, including but not limited to the cost of obtaining the evaluation, the loss of A.M.’s enrollment, disruption of his education, loss of educational opportunity, and related consequential damages.

WHEREFORE, Plaintiffs demand judgment against Defendants Fisher Island Day School, Inc. and Arthur Viscusi for damages, together with such further relief as the Court deems just and proper.

COUNT V

Fraudulent Misrepresentation

Plaintiffs vs. Defendants Fisher Island Day School, Inc. and Arthur Viscusi

139. Plaintiffs re-adopt and incorporate each and every factual allegation set forth above as if fully set forth herein.
140. Defendants made material representations to Plaintiffs, including but not limited to representations that: (a) A.M.’s placement on “Academic Watch” was made in accordance with the School’s policies; (b) Plaintiffs were required to obtain an evaluation

from a “school-approved evaluator”; (c) A.M.’s academic and disciplinary records, including narrative reporting, were generated through an objective and integrity-driven process consistent with the School’s governing documents; and (d) A.M.’s consideration for re-enrollment would be evaluated at the end of the year, after compliance with the requirements under the “Academic Watch” guidelines.

141. These representations concerned material facts governing A.M.’s academic standing, the conditions of his continued enrollment, and the basis upon which the School would make academic, disciplinary, and enrollment determinations.
142. At the time such representations were made, Defendants knew, or acted with reckless disregard as to whether, the representations were false, including but not limited to the facts that: (a) no written policy defined or authorized “Academic Watch”; (b) no governing document required the use of a “school-approved evaluator” as later interpreted by Defendants; and (c) administrators were directing or permitting the generation or emphasis of negative narrative reporting irrespective of objective conduct.
143. Alternatively, Defendants made such representations under circumstances in which the truth should have been known, including where Defendants invoked “School policies” that did not exist in any governing document and imposed requirements not supported by any written standard.
144. Defendants intended that Plaintiffs rely on these representations in complying with imposed requirements, responding to academic and disciplinary determinations, and making decisions regarding A.M.’s continued enrollment.
145. Defendants further intended that such representations be accepted as legitimate and authoritative, thereby discouraging challenge and supporting the School’s predetermined course of action.
146. Plaintiffs reasonably and justifiably relied on Defendants’ representations, including by retaining a qualified evaluator, complying with School directives, and relying on the integrity of the School’s reporting and decision-making process.
147. After Plaintiffs relied on such representations, Defendants altered, disregarded, or applied those representations inconsistently, including by redefining “school-approved evaluator,” ignoring the results of the completed evaluation, and relying on manipulated or pretextual narrative reporting.
148. As a direct and proximate result of Defendants’ fraudulent misrepresentations, Plaintiffs suffered damages, including the costs incurred in obtaining the evaluation, the

loss of A.M.'s enrollment, disruption of his education, harm to his academic standing, and related consequential damages.

149. The circumstances constituting fraud are stated with particularity, including the specific statements made, the time and manner in which they were made, the manner in which they were false or misleading, and Plaintiffs' reliance thereon, as required by Fla. R. Civ. P. 1.120(b).

WHEREFORE, Plaintiffs demand judgment against Defendants for damages, together with such further relief as the Court deems just and proper.

COUNT VI

Promissory Estoppel

Plaintiffs vs. Defendants Fisher Island Day School, Inc. and Arthur Viscusi

150. Plaintiffs re-adopt and incorporate each and every allegation set forth above as if fully set forth herein.
151. Defendants, by and through Defendant Arthur Viscusi in his capacity as Head of School and primary decision-maker, made clear and definite representations to Plaintiffs concerning the process governing A.M.'s academic status and continued enrollment.
152. Those representations included, but were not limited to, that:
- a. A.M.'s placement on "Academic Watch" was a legitimate academic designation made pursuant to School policy;
 - b. A.M.'s continued enrollment would be determined based on his academic performance and compliance with stated requirements;
153. Defendants intended, and reasonably expected, that Plaintiffs would rely on these representations in complying with the School's directives and in refraining from taking alternative action regarding A.M.'s education.
154. Plaintiffs reasonably and justifiably relied on Defendants' representations, including by:
- a. retaining a qualified neuropsychologist and completing the required evaluation at their own time and expense;
 - b. complying with all directives imposed under the "Academic Watch" designation; and

- c. foregoing or delaying efforts to secure alternative educational placement based on the understanding that A.M.'s status would be determined through the represented process.
155. Defendants' representations were not honored. Instead, Defendants altered the requirements after Plaintiffs' reliance, disregarded the completed evaluation, and proceeded in a manner inconsistent with the representations made.
156. As a result, the process Defendants represented would determine A.M.'s academic status was not followed, and the outcome had effectively been predetermined irrespective of Plaintiffs' compliance.
157. Plaintiffs' reliance on Defendants' representations was reasonable under the circumstances, including given Defendants' position of authority and the School's representations to parents regarding the integrity of its academic and disciplinary processes.
158. Plaintiffs suffered substantial detriment as a direct result of their reliance, including but not limited to the loss of A.M.'s continued enrollment, the cost and burden of obtaining the evaluation, and the loss of opportunity to secure comparable alternative placement within the normal admissions cycle.
159. Injustice can be avoided only by enforcing Defendants' promises or by awarding damages sufficient to compensate Plaintiffs for their reliance.

WHEREFORE, Plaintiffs demand judgment against Defendants Fisher Island Day School, Inc. and Arthur Viscusi for damages, together with such further relief as the Court deems just and proper.

COUNT VII

Fraudulent Inducement

Plaintiffs vs. Defendants Fisher Island Day School, Inc. and Arthur Viscusi

160. Plaintiffs re-adopt and incorporate each and every allegation set forth above as if fully set forth herein.
161. Defendants, by and through Defendant Arthur Viscusi, made material representations of fact to Plaintiffs to induce their compliance with directives relating to A.M.'s academic status and continued enrollment.

162. These representations included, but were not limited to, that (1) A.M.'s placement on "Academic Watch" was made in accordance with existing School policies and (2) A.M.'s continued enrollment would be determined based on his academic performance and compliance with stated requirements.
163. At the time these representations were made, Defendants knew, or in the alternative, acted with reckless disregard as to whether, the representations were false, including where:
- a. no written policy defined or authorized "Academic Watch";
 - b. the evaluation would not be meaningfully considered; and
 - c. the decision to remove A.M. had already been made or was not contingent upon the process represented to Plaintiffs.
164. Alternatively, Defendants made these representations under circumstances in which the truth should have been known, including where Defendants invoked "School policies" that did not exist and imposed requirements not grounded in any written standard.
165. Defendants intended that Plaintiffs rely on these representations in complying with School directives, including obtaining an evaluation, responding to "Academic Watch," and refraining from pursuing alternative educational options.
166. Plaintiffs reasonably and justifiably relied on Defendants' representations, including by (1) retaining a qualified neuropsychologist and completing the required evaluation; (2) complying with all directives imposed by Defendants; and (3) delaying efforts to secure alternative educational placement based on the belief that A.M.'s status would be determined through the represented process.
167. After Plaintiffs relied on these representations, Defendants altered, disregarded, or failed to honor them, including ignoring the completed evaluation, and proceeding with A.M.'s removal irrespective of the process previously represented.
168. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiffs suffered damages, including but not limited to the costs incurred in obtaining the evaluation, the loss of A.M.'s enrollment, disruption of his education, loss of educational opportunity, and related consequential damages.
169. The circumstances constituting fraud are stated with particularity, including the specific statements made, the time and manner in which they were made, the manner in

which they were false or misleading, and Plaintiffs' reliance thereon, as required by Fla. R. Civ. P. 1.120(b).

WHEREFORE, Plaintiffs demand judgment against Defendants Fisher Island Day School, Inc. and Arthur Viscusi for damages, together with such further relief as the Court deems just and proper.

COUNT VIII

False Light (Invasion of Privacy)

Plaintiffs vs. Defendants Fisher Island Day School, Inc. and Arthur Viscusi

170. Plaintiffs re-adopt and incorporate each and every allegation set forth above as if fully set forth herein.
171. Defendants, by and through their administrators and agents, created and communicated a portrayal of A.M. that placed him in a false light before others, including students, parents, and members of the school community.
172. This portrayal was not the result of neutral or objective evaluation, but of a process in which narrative descriptions of A.M.'s conduct and character were altered, emphasized, or developed in a manner that conveyed a misleading impression of behavioral or disciplinary concern.
173. Defendants communicated this portrayal by, among other things, directing and disseminating narrative assessments, and by questioning other students about A.M. in a manner that introduced and reinforced negative characterizations not grounded in objective conduct.
174. As a result, A.M. was presented to others as a student warranting concern, scrutiny, or discipline, when in fact he had no disciplinary history or behavioral record that would support such a portrayal.
175. The false light in which A.M. was placed would be highly offensive to a reasonable person, particularly given his age, his standing within the school community, and the importance of academic and behavioral records in a student's educational trajectory.
176. Defendants acted with knowledge of, or in reckless disregard for, the falsity of the portrayal and the misleading impression created, including where the narrative concerning A.M. was shaped after the fact and not based on objective or substantiated conduct.

177. As a direct and proximate result of Defendants' conduct, A.M. suffered harm, including reputational harm within the school community, disruption of his educational environment, and the lasting effects of a misleading academic and behavioral record.

WHEREFORE, Plaintiffs demand judgment against Defendants Fisher Island Day School, Inc. and Arthur Viscusi for damages, together with such further relief as the Court deems just and proper.

COUNT IX

Equitable Accounting and Inspection of Records
Plaintiffs vs. Defendants Fisher Island Day School, Inc.

178. Plaintiffs re-adopt and incorporate each and every allegation set forth above as if fully set forth herein.
179. As alleged herein, members of Defendant's administration, including Defendant Viscusi, receive substantial non-salary compensation and benefits, including high-value housing and other items of value, the nature, scope, and approval of which are not disclosed to Plaintiffs.
180. Upon information and belief, Defendant maintains financial records and documentation reflecting compensation structures, housing arrangements, benefits, gifts, discretionary allocations, and other financial relationships involving its officers, administrators, and leadership.
181. These financial arrangements are directly relevant to understanding the incentives, dependencies, and decision-making processes underlying the conduct alleged herein, including the coordinated actions taken with respect to A.M.
182. The relationship between Defendant's administration and its governing Board, including the provision and approval of such benefits, is material to whether the actions taken were exercised in good faith or were influenced by undisclosed financial or institutional considerations.
183. The financial records and information necessary to evaluate these issues are solely within Defendant's possession, custody, and control.
184. The matters at issue involve complex institutional and financial considerations that cannot be fully and fairly evaluated through ordinary legal remedies alone.

185. Plaintiffs have no adequate remedy at law to obtain a complete understanding of these financial and governance structures.
186. Without a full accounting and inspection of Defendant's financial records, Plaintiffs cannot adequately assess or present evidence regarding the motivations, incentives, and institutional conduct underlying Defendant's actions.
187. Equity therefore requires that Defendant provide a full accounting and permit inspection of its financial records to the extent relevant to the conduct alleged herein.

WHEREFORE, Plaintiffs demand judgment against Defendant FISHER ISLAND DAY SCHOOL, INC., and request that this Court:

- a. Order Defendant to produce for inspection its financial books and records, including but not limited to documents reflecting compensation, housing arrangements, benefits, gifts, discretionary allocations, and financial relationships involving its administration and leadership;
- b. Require a full accounting of financial information necessary to evaluate the claims asserted in this action;
- c. Grant such other and further equitable relief as the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, CHRIS MISERESKY and LAUREN COLEMAN, individually and on behalf of their minor child, A.M., respectfully request that this Court enter judgment in their favor and against Defendants, and award:

1. Compensatory damages;
2. Consequential damages;
3. Declaratory relief establishing that Defendants' actions violated the governing agreements and applicable standards;
4. Injunctive relief requiring the immediate production to Plaintiffs of complete copies of all educational records relating to A.M. and his sibling, including but not limited to

cumulative files, academic records, disciplinary records, internal communications, evaluations, and any materials relied upon in making academic or enrollment determinations, and further requiring the correction, removal, and/or expungement of inaccurate or improperly created academic or disciplinary records and preventing their maintenance or dissemination;

5. Equitable relief in the form of an accounting and inspection of Defendant FISHER ISLAND DAY SCHOOL, INC.'s financial books and records, including but not limited to documents reflecting compensation, housing arrangements, benefits, gifts, discretionary allocations, and other financial relationships relevant to the conduct alleged herein;
6. Costs of this action; and
7. Such other and further legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable as a matter of right.

Dated:

Respectfully submitted,

/s/ Joseph W. Montgomery

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Attorneys for Plaintiffs

VERIFICATION

We, Chris Miseresky and Lauren Coleman, individually and on behalf of our minor child, A.M., hereby declare under penalty of perjury:

1. We are the Plaintiffs in the above-captioned matter and the parents of A.M.
2. We have read the foregoing Complaint and are familiar with the contents thereof.
3. The allegations contained therein are true and correct to the best of our knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matters, we believe them to be true.
4. We declare under penalty of perjury that the foregoing is true and correct.

Executed on March 30, 2026



Chris Miseresky, individually and on behalf of A.M.



Lauren Coleman, individually and on behalf of A.M.