

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

GENERAL JURISDICTION
CASE NO.: 2026-006626-CA-01

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

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.

_____ /

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES
TO THE VERIFIED AMENDED COMPLAINT**

Defendants, FISHER ISLAND DAY SCHOOL, INC. (“FIDS” or the “School”), ARTHUR VISCUSI, and JANA NEFF, answer the Verified Amended Complaint as follows.

RESERVATION OF THE RIGHT TO ARBITRATE

This Answer is filed subject to, and without waiver of, Defendants’ right to arbitrate this dispute. Defendants file this Answer because a responsive pleading is due. They do not consent to this forum. They do not abandon the arbitration agreement in Paragraph 14 of the Enrollment Contract Agreement. Nothing in this Answer, and no participation by Defendants in this action, is intended as or constitutes a waiver of the right to arbitrate or the pending appeal.

RESPONSE TO THE UNNUMBERED “SUMMARY OF ACTION”

The unnumbered “Summary of Action” at pages 1 through 3 of the Amended Complaint is argument, not a statement of ultimate facts in consecutively numbered paragraphs. It does not comply with Florida Rule of Civil Procedure 1.110(b) and (f), and no response is required. To the extent a response is required, every allegation in the “Summary of Action” is denied.

GENERAL ALLEGATIONS

1. Admitted only that Plaintiffs purport to seek damages, declaratory relief, and injunctive relief. Denied that Defendants engaged in arbitrary, pretextual, or retaliatory conduct. Denied that A.M. was removed from the School. Except as expressly admitted, denied.

2. Admitted only that Plaintiffs request the relief described. Denied that Plaintiffs are entitled to any of it.

3. Admitted that Chris Miseresky and Lauren Coleman are the parents and natural guardians of A.M. Deny that they reside in Miami-Dade County. Admitted that A.M. was enrolled at FIDS. Denied that A.M. is a party plaintiff. Except as expressly admitted, denied.

4. Admitted.

5. Admitted that Arthur Viscusi is the Head of School of FIDS. Admitted that he is currently the registered agent of FIDS.

6. Denied as characterized. Admitted only that the Head of School exercises authority over academic, disciplinary, and enrollment matters consistent with the governing documents. Except as expressly admitted, denied.

7. Admitted that Viscusi resides at the referenced location. Count IX, the only count of the complaint related to the subject residence has been dismissed by order of the court. The remaining allegations are therefore denied.

8. Admitted that Jana Neff is the Chair of the Board of Trustees of FIDS and that the Board issued a written response dated March 13, 2026. Except as expressly admitted, denied.

9. Count IX, the only count of the complaint related to the subject residence has been dismissed by order of the court. The remaining allegations are therefore denied.

10. Count IX, the only count of the complaint related to the subject residence has been dismissed by order of the court. The remaining allegations are therefore denied.

11. Count IX, the only count of the complaint related to the subject residence has been dismissed by order of the court. The remaining allegations are therefore denied..

12. Admitted that FIDS acts through its officers, agents, and employees. Admitted that Defendants acted within the course and scope of their employment. The remaining allegations are legal conclusions and denied.

13. Admitted that the 2025-2026 Enrollment Contract Agreement between FIDS and Plaintiffs is a binding contract. Denied that the Parent/Student Handbook, the Code of Student Conduct, or any other School publication is a contract between the parties. Those documents are policy guidelines. Except as expressly admitted, denied.

14. Denied. Paragraph 14 states a legal conclusion to which no response is required.

15. Admitted for venue purposes only.

16. Denied.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

17. Admitted that A.M. was enrolled at FIDS for the 2025-2026 school year and that he remained enrolled through the last day of that school year.

18. Admitted that Plaintiffs and FIDS entered into the 2025-2026 Enrollment Contract Agreement. Denied that the Parent/Student Handbook or “related materials” form part of that contract. Except as expressly admitted, denied.

19. Admitted that on or about November 7, 2025, FIDS advised Plaintiffs that A.M. was subject to heightened academic monitoring. Except as expressly admitted, denied.

20. Denied. The Parent/Student Handbook sets academic standards and re-enrollment criteria and speaks for itself.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Admitted that on or about November 7, 2025, FIDS advised Plaintiffs that a re-enrollment contract for the 2026-2027 school year would not be issued at that time. Except as expressly admitted, denied.

28. Admitted only that FIDS suggested that Plaintiffs consider other schools. Denied that any decision had been made or that the suggestion evidences one. Except as expressly admitted, denied.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

33. Admitted that FIDS asked Plaintiffs to obtain an educational evaluation from a school-approved evaluator. Except as expressly admitted, denied.

34. Denied.

35. Denied. The governing documents speak for themselves.

36. Admitted only that Plaintiffs retained Dr. Lauren Miller. Defendants are without knowledge of her credentials and experience and therefore deny those allegations. Except as expressly admitted, denied.

37. Denied.

38. Admitted that on or about November 12, 2025, FIDS identified the evaluators it would accept. Except as expressly admitted, denied.

39. Denied.

40. Denied.

41. Admitted that an evaluation was provided to FIDS on or about February 13, 2026. Except as expressly admitted, denied.

42. Denied.

43. Denied.

44. Denied. The evaluation speaks for itself.

45. Denied.

46. Denied.

47. Denied. The Code of Student Conduct speaks for itself.

48. Admitted that additional academic support was made available to A.M. Except as expressly admitted, denied.

49. Denied.

50. Denied.
51. Denied.
52. Denied.
53. Denied as characterized. The published curriculum speaks for itself.
54. Denied.
55. Denied.
56. Admitted that Plaintiffs sent a written communication to Arthur Viscusi on or about February 27, 2026. That document speaks for itself. Except as expressly admitted, denied.
57. Denied as characterized. The February 27, 2026 communication speaks for itself.
58. Denied.
59. Denied.
60. Denied.
61. Denied.
62. Admitted that Plaintiffs sent a written communication to the Board of Trustees on or about March 4, 2026, which speaks for itself. Except as expressly admitted, denied.
63. Admitted that Plaintiffs sent a written communication to Jana Neff on or about March 7, 2026, which speaks for itself. Denied as to each characterization in that communication and as to subparagraphs “a” through “j”, each of which is denied.
64. Denied.
65. Admitted.
66. Denied. The March 13, 2026 response speaks for itself.
67. Denied.

68. Denied. Admitted only that FIDS advised Plaintiffs that enrollment contracts for the 2026-2027 school year would not be offered. Denied that A.M.'s enrollment for the 2025-2026 school year was terminated. Denied that his sibling's enrollment for the 2025-2026 school year was terminated. Except as expressly admitted, denied.

69. Denied. The March 13, 2026 response speaks for itself.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

76. Denied as characterized.

77. Denied as characterized.

78. Denied.

79. Denied. A.M. was not dismissed on March 13, 2026 or on any other date. A.M. remained enrolled at FIDS through the end of the 2025-2026 school year and was entitled to attend on the same terms as every other student.

80. Denied.

81. Denied.

82. Denied.

83. Admitted that the March 13, 2026 correspondence set out expectations governing the conduct of Plaintiffs, the parents. Denied that any condition was placed on A.M.'s continued enrollment. Except as expressly admitted, denied.

84. Admitted that the March 13, 2026 correspondence addressed communications with faculty and staff, presence on School property and at School events, Plaintiff Coleman's role with the Parents Association, and the consequences of noncompliance. That correspondence speaks for itself. Denied as to each characterization in subparagraphs "a" through "e". Except as expressly admitted, denied.

85. Denied.

86. Denied as characterized.

87. Denied.

88. Denied.

89. Denied. Plaintiffs withdrew A.M. voluntarily. Denied that Florida law recognizes a cause of action for "constructive dismissal".

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Admitted that Plaintiffs requested educational records. Except as expressly admitted, denied.

95. Admitted that FIDS sent correspondence dated March 19, 2026, which speaks for itself. Denied that FIDS refused to provide records. Except as expressly admitted, denied.

96. Denied.

97. Admitted only that Plaintiffs' counsel sent further correspondence. Denied that FIDS has withheld any record from Plaintiffs. Except as expressly admitted, denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

COUNT I – BREACH OF CONTRACT

103. Defendants restate and incorporate their responses to paragraphs 1 through 102 as though fully set forth herein.

104. Admitted that Plaintiffs and FIDS entered into the 2025-2026 Enrollment Contract Agreement. Denied that the Parent/Student Handbook, the Code of Student Conduct, or any other School publication is a contract. Denied that the Enrollment Contract Agreement was attached to the Amended Complaint. It was not. Except as expressly admitted, denied.

105. Denied, including subparagraph a.

106. Denied as characterized. The Parent/Student Handbook speaks for itself.

107. Denied as characterized. The Code of Student Conduct speaks for itself.

108. Denied.

109. Denied, including subparagraphs a through l, each of which is denied.

110. Denied.

111. Denied.

112. Denied.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 112, and demand judgment in their favor, together with costs and prevailing party attorneys' fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT II – TORTIOUS INTERFERENCE

113. Defendants restate and incorporate their responses to paragraphs 1 through 112 as though fully set forth herein.

114. Denied as characterized. Admitted only that A.M. was enrolled for the 2025-2026 school year under the Enrollment Contract Agreement. Denied that Plaintiffs held any right to, or protected expectancy of, re-enrollment. Except as expressly admitted, denied.

115. Admitted that Arthur Viscusi is the Head of School. Except as expressly admitted, denied.

116. Denied, including subparagraphs “a” through “f”, each of which is denied.

117. Denied.

118. Denied.

119. Denied.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 119, and demand judgment in their favor, together with costs and prevailing party attorneys’ fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT III – CIVIL CONSPIRACY

120. Defendants restate and incorporate their responses to paragraphs 1 through 119 as though fully set forth herein.

121. Denied.

122. Denied.

123. Denied.

124. Denied, including subparagraphs “a” through “j”, each of which is denied.

125. Denied.

126. Denied.

127. Denied.

128. Denied.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 128, and demand judgment in their favor, together with costs and prevailing party attorneys' fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT IV – NEGLIGENT MISREPRESENTATION

129. Defendants restate and incorporate their responses to paragraphs 1 through 128 as though fully set forth herein.

130. Denied.

131. Denied, including subparagraphs "a" through "c".

132. Denied.

133. Denied, including subparagraphs "a" through "d", each of which is denied.

134. Denied.

135. Denied.

136. Denied.

137. Denied.

138. Denied.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 138, and demand judgment in their favor,

together with costs and prevailing party attorneys' fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT V – FRAUDULENT MISREPRESENTATION

139. Defendants restate and incorporate their responses to paragraphs 1 through 138 as though fully set forth herein.

140. Denied, including subparagraphs “a” through “d”.

141. Denied.

142. Denied, including subparagraphs “a” through “c”.

143. Denied.

144. Denied.

145. Denied.

146. Denied.

147. Denied.

148. Denied.

149. Denied. Paragraph 149 states a legal conclusion to which no response is required.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 149, and demand judgment in their favor, together with costs and prevailing party attorneys' fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT VI – PROMISSORY ESTOPPEL

150. Defendants restate and incorporate their responses to paragraphs 1 through 149 as though fully set forth herein.

- 151. Denied.
- 152. Denied, including subparagraphs “a” and “b”.
- 153. Denied.
- 154. Denied, including subparagraphs “a” through “c”.
- 155. Denied.
- 156. Denied.
- 157. Denied.
- 158. Denied.
- 159. Denied.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 159, and demand judgment in their favor, together with costs and prevailing party attorneys’ fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT VII – FRAUDULENT INDUCEMENT

160. Defendants restate and incorporate their responses to paragraphs 1 through 159 as though fully set forth herein.

- 161. Denied.
- 162. Denied.
- 163. Denied, including subparagraphs “a” through “c”.
- 164. Denied.
- 165. Denied.
- 166. Denied.
- 167. Denied.

168. Denied.

169. Denied. Paragraph 169 states a legal conclusion to which no response is required.

Defendants deny that Plaintiffs are entitled to the judgment or relief demanded in the unnumbered WHEREFORE clause following paragraph 169, and demand judgment in their favor, together with costs and prevailing party attorneys' fees pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT VIII – FALSE LIGHT

Count VIII, False Light, was dismissed by Court Order. No response to paragraphs 170 through 177 is required. Because of the Dismissal, Defendants are entitled to recover their attorneys' fees and costs from the Plaintiffs pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement.

COUNT IX – EQUITABLE ACCOUNTING AND INSPECTION OF RECORDS

Count VIII, Equitable Accounting and Inspection of Records, was dismissed by Court Order. No response to paragraphs 178 through 187 is required. Because of the Dismissal, Defendants are entitled to recover their attorneys' fees and costs from the Plaintiffs pursuant to Sections 12(c) and 12(d) of the Enrollment Agreement

RESPONSE TO THE PRAYER FOR RELIEF

Defendants deny that Plaintiffs are entitled to any relief sought in the Prayer for Relief, including subparagraphs 1 through 7, and deny every allegation of the Amended Complaint not expressly admitted above.

RESPONSE TO THE DEMAND FOR JURY TRIAL

Admitted that Plaintiffs demand a jury trial. Denied that any issue in this action is triable of right by a jury, subject to and without waiver of Defendants' right to arbitrate.

AFFIRMATIVE AND OTHER DEFENSES

Defendants assert the following defenses. By asserting them, Defendants do not assume any burden of proof that Florida law places on Plaintiffs. Defendants plead in the alternative and reserve the right to amend as discovery proceeds.

FIRST AFFIRMATIVE DEFENSE – AGREEMENT TO ARBITRATE

Paragraph 14 of the Enrollment Contract Agreement requires that any controversy or claim arising out of or relating to that agreement, or its breach, be settled by arbitration administered by the American Arbitration Association in accordance with its arbitration rules, before a single arbitrator, in Miami, Florida.

Every claim in the Amended Complaint arises out of or relates to A.M.'s enrollment and to that agreement. Plaintiffs signed the agreement on January 30, 2025. They paid under it. They took the benefit of it for a full school year.

Defendants have not waived arbitration and do not waive it by filing this Answer. This defense is asserted under Florida Rule of Civil Procedure 1.110(d).

SECOND AFFIRMATIVE DEFENSE – FAILURE TO STATE A CAUSE OF ACTION

The Amended Complaint fails to state a cause of action on each of Counts I through VII. Defendants preserve this defense under Florida Rule of Civil Procedure 1.140(b) and the grounds raised in their motion directed to the Amended Complaint.

THIRD AFFIRMATIVE DEFENSE – NO RIGHT TO FUTURE ENROLLMENT

Paragraph 15 of the Enrollment Contract Agreement states that the agreement is valid only for the 2025-2026 school year and does not entitle or assure the student to any future enrollment in the Fisher Island Day School.

Every claim in the Amended Complaint depends on a right to a 2026-2027 enrollment contract. No such right exists. Plaintiffs bargained for one school year and received one school year.

FOURTH AFFIRMATIVE DEFENSE – CONTRACTUAL DISCRETION

Paragraph 4 of the Enrollment Contract Agreement provides that the School may expel, suspend, withdraw, or dismiss the Student as the School determines in its sole discretion.

Paragraph 5(f) provides that, if it is determined to be in the best interest of the School or student, the School reserves the right to withdraw an offer of enrollment or re-enrollment at any time.

The Parent/Student Handbook conditions re-enrollment on criteria determined by the Head of School, including that students maintain acceptable levels of academic performance and conduct.

FIDS acted within that discretion. Plaintiffs consented to it when they signed.

FIFTH AFFIRMATIVE DEFENSE – FULL PERFORMANCE

FIDS performed every obligation it owed under the 2025-2026 Enrollment Contract Agreement. A.M. was enrolled, taught, and permitted to participate in School life through the last day of the 2025-2026 school year on the same terms as every other student.

SIXTH AFFIRMATIVE DEFENSE – VOLUNTARY WITHDRAWAL

Plaintiffs removed A.M. from the School. FIDS did not expel him, dismiss him, or terminate his enrollment. Plaintiffs stopped sending A.M. to school after they were told that an enrollment contract would not be offered for the following year, and they enrolled him elsewhere in or about April 2026.

Any loss of instruction, continuity, or community that A.M. experienced during the 2025-2026 school year followed from that choice.

**SEVENTH AFFIRMATIVE DEFENSE – NO CAUSE OF ACTION FOR
CONSTRUCTIVE DISMISSAL**

Florida law does not recognize a claim for the constructive dismissal or constructive expulsion of a private school student. Plaintiffs cannot create one by using the phrase.

EIGHTH AFFIRMATIVE DEFENSE – PLAINTIFFS’ PRIOR MATERIAL BREACH

Paragraph 5 of the Enrollment Contract Agreement obligates the Parent to support the standards of the School, to comply with School policies and procedures, and to treat other members of the School community with respect. Paragraph 5(g) makes derogatory, detrimental, threatening, or unbecoming remarks or written statements cause for immediate disciplinary action.

Plaintiffs breached these obligations first. Their breach excused any further performance by FIDS and bars their claims.

NINTH AFFIRMATIVE DEFENSE – FAILURE TO MITIGATE

Plaintiffs failed to mitigate any damages they claim. A.M. was entitled to attend FIDS through the end of the 2025-2026 school year. Plaintiffs chose not to send him. Any damages must be reduced accordingly.

TENTH AFFIRMATIVE DEFENSE – WAIVER, ESTOPPEL, AND RATIFICATION

Plaintiffs executed successive enrollment contracts with FIDS containing the same arbitration provision, the same grant of discretion to the School, and the same statement that the contract creates no right to future enrollment. They paid tuition under each. They accepted the benefits of each.

Plaintiffs cannot accept the benefits of the agreement and disclaim the terms they dislike.

ELEVENTH AFFIRMATIVE DEFENSE – INDEPENDENT TORT DOCTRINE

Counts IV, V, VII, and VIII rest on the same conduct and seek the same damages as the contract claim in Count I. A plaintiff cannot recover in tort for a contract dispute unless the tort is independent of the alleged breach. These claims are barred.

TWELFTH AFFIRMATIVE DEFENSE – NO JUSTIFIABLE RELIANCE

Plaintiffs cannot have justifiably relied on any representation about future enrollment. Paragraph 15 of the agreement they signed states in plain terms that it assures no future enrollment. Reliance contrary to the written contract is unreasonable as a matter of law.

THIRTEENTH AFFIRMATIVE DEFENSE – STATUTORY IMMUNITY OF OFFICERS AND DIRECTORS

Section 617.0834, Florida Statutes, shields officers and directors of a not-for-profit corporation from personal liability for monetary damages absent the conditions the statute specifies. Viscusi and Neff performed their duties, derived no improper personal benefit, committed no violation of the criminal law, and did not act recklessly, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Counts II through VII against the individual Defendants are barred.

FOURTEENTH AFFIRMATIVE DEFENSE – CORPORATE AGENT IS NOT A STRANGER

A tortious interference claim requires a defendant who is a stranger to the relationship. Viscusi is the Head of School of FIDS. He acted within the scope of his authority and had a beneficial interest in and control over the relationship Plaintiffs describe. Count II fails.

FIFTEENTH AFFIRMATIVE DEFENSE – INTRACORPORATE CONSPIRACY DOCTRINE

FIDS, its Head of School, and its Board Chair are a single actor for conspiracy purposes. A corporation cannot conspire with its own officers and directors acting within the scope of their duties. Count III fails for want of a multiplicity of actors.

SIXTEENTH AFFIRMATIVE DEFENSE – NO INDEPENDENT UNDERLYING WRONG

Civil conspiracy is not an independent cause of action in Florida. It requires an underlying wrong. Every underlying wrong Plaintiffs allege fails. Count III fails with them.

SEVENTEENTH AFFIRMATIVE DEFENSE – JUDICIAL DEFERENCE TO ACADEMIC JUDGMENT

Courts do not sit as a review board over the academic and disciplinary judgments of a private school. Plaintiffs ask this Court to second-guess grading, narrative assessment, evaluation requirements, and re-enrollment decisions. Those judgments belong to the School.

EIGHTEENTH AFFIRMATIVE DEFENSE – STANDING

A.M. is not a party to the Enrollment Contract Agreement and is not a named plaintiff. He cannot sue on the contract. Plaintiffs also assert claims premised on harm to A.M.'s sibling, who is not a party to this action and whose claims are not before the Court.

NINETEENTH AFFIRMATIVE DEFENSE – FAILURE TO ATTACH THE OPERATIVE INSTRUMENT

Count I is founded on a written instrument. Plaintiffs did not attach the Enrollment Contract Agreement to the Amended Complaint, as Florida Rule of Civil Procedure 1.130(a) requires. They attached the Parent/Student Handbook and the Code of Student Conduct instead, neither of which is a contract between the parties.

TWENTIETH AFFIRMATIVE DEFENSE – DAMAGES ARE SPECULATIVE AND NOT RECOVERABLE

Plaintiffs' claimed damages are speculative, remote, and not the natural or proximate consequence of any act of Defendants. Damages for emotional distress, reputational harm, and lost educational opportunity are not recoverable on a breach of contract claim under Florida law.

TWENTY-FIRST AFFIRMATIVE DEFENSE– CONSENT

Plaintiffs consented in writing to the conduct they now attack, including the School's authority over discipline and enrollment under Paragraphs 4 and 5, and the School's handling of student information under Paragraphs 6 and 9.

RESERVATION

Discovery has not begun. Defendants reserve the right to amend this Answer and to add defenses, including any defense revealed by discovery, and to assert any counterclaim, whether permissive or compulsory, that the evidence supports.

DEMAND FOR ATTORNEYS' FEES AND COSTS

1. Defendants demand an award of reasonable attorneys' fees and costs and plead their entitlement to that award under Paragraph 12 of the 2025-2026 Enrollment Contract Agreement. A claim for attorneys' fees must be pleaded to be recoverable.
2. Paragraph 12(c) of the Enrollment Contract Agreement provides:

Attorneys' Fees. In the event of any dispute between the parties to this Agreement relating to or arising out of this Agreement, the parties' agree that the prevailing party shall be entitled to apply for repayment of reasonable attorneys' fees and costs.

3. Paragraph 12(d) of the Enrollment Contract Agreement provides:

The School may require that any legal fees incurred by the School, for any reason, relating to a Student or Parent, be reimbursed by the Parent.

4. Paragraph 12(b) of the Enrollment Contract Agreement provides:

The Parent shall indemnify and hold School, its officers, directors, employees, or contractors harmless from any loss, cost or expense which relates to any consent provided herein, including reasonable attorney's fees and court costs.

5. Plaintiffs and FIDS are the parties to the Enrollment Contract Agreement.

6. This action is a dispute between those parties relating to and arising out of that agreement. Count I is pleaded on the agreement itself. Counts II through VII rest on the same enrollment relationship, the same academic and disciplinary determinations, and the same re-enrollment decision that the agreement governs.

7. On prevailing, FIDS is entitled under Paragraph 12(c) to apply for repayment of its reasonable attorneys' fees and costs.

8. FIDS is entitled under Paragraph 12(d) to reimbursement by Plaintiffs of legal fees incurred by the School relating to a Student or Parent, without regard to which party prevails.

9. Defendants Viscusi and Neff, as officers and directors of FIDS, are entitled under Paragraph 12(b) to indemnification for loss, cost, and expense, including reasonable attorneys' fees and court costs, to the extent this action relates to a consent given in the Enrollment Contract Agreement.

WHEREFORE, Defendants FISHER ISLAND DAY SCHOOL, INC., ARTHUR VISCUSI, and JANA NEFF demand judgment in their favor on all counts of the Verified Amended Complaint, an award of reasonable attorneys' fees and costs under Paragraph 12 of the Enrollment Contract Agreement, reservation of jurisdiction to determine the amount of that award, and such further relief as the Court deems just and proper.

Dated: October 22, 2026

FUERST ITTLEMAN DAVID & JOSEPH

Counsel for Defendants

One Datan Center

9100 South Dadeland Blvd., Suite 1610

Miami, FL 33156

Telephone: (305) 350-5690

Facsimile: (305) 371-8989

Email: cdavid@fidjlaw.com

Email: mchamorro@fidjlaw.com

Secondary Email: dmuller@fidjlaw.com

By: /s/ Christopher David

CHRISTOPHER M. DAVID

Florida Bar Number: 985163

MIGUEL J. CHAMORRO

Florida Bar Number: 025812

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 22, 2026, I electronically filed the foregoing document using Florida's eFiling Portal. I also certify that the foregoing document is being served this day on all parties of record via the E-service list associated with this action.

By: /s/ Christopher David

CHRISTOPHER M. DAVID