

**IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

YASIN AKSU, individually and as parent and
natural guardian of E.A., a minor; and HATICE
AKSU, as parent and natural guardian of E.A.,
Plaintiffs,

CASE NO.:

v.

BOCA RATON PREPARATORY SCHOOL,
INC., d/b/a BOCA PREP INTERNATIONAL
SCHOOL; SEK INSTITUTIONAL
COMMUNICATIONS, CORPORATION; and
CARISSA KARAKAEDOS,
Defendants.

VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Yasin Aksu (“Father”) and Hatice Aksu (“Mother”), individually where stated
and as parents and natural guardians of E.A., a minor, sue Defendants Boca Raton
Preparatory School, Inc., d/b/a Boca Prep International School (“Boca Prep” or the
“School”); SEK Institutional Communications, Corporation (“SEK”); and Carissa
Karakaedos (“Karakaedos”), and allege as follows:

INTRODUCTION

1. Eight-year-old E.A. reported a classmate’s anti-Turkish remark. Boca Prep
punished her. The School barred her from campus, expelled her after roughly two

months, and kept the full year's tuition. The classmate remained enrolled without interruption.

2. The classmate had told E.A. that "Turks do bad things to Jewish people." She understood him. Her difficulty was expressing herself in English under pressure. Boca Prep confronted her with the classmate, his mother, and School officials, without her parent or a competent interpreter present.
3. Physically ill, E.A. locked herself in a restroom stall, the only place she felt safe. A School employee threatened to call the fire department unless she came out. Terrified, E.A. opened the stall and tried to leave. Staff and security chased and restrained her. She suffered bruises and a knee injury.
4. Boca Prep then used E.A.'s panic and resistance to justify her expulsion. Its withdrawal notice described her conduct but omitted the confrontation, threat, and pursuit that preceded the restraint. The School blamed the child for the crisis its staff had escalated.
5. The classmate faced no comparable discipline. E.A. lost her school and was left with nightmares, fear, and distress that followed her into daily life. A later psychological evaluation found symptoms consistent with posttraumatic stress disorder. Her family seeks damages for the restraint, confinement, discriminatory expulsion, and resulting harm.

PARTIES, JURISDICTION, AND VENUE

6. E.A. is ten years old and resides in Palm Beach County, Florida. She is an ethnic Turk and citizen of the Republic of Türkiye and was a third-grade student at Boca Prep during the 2024–2025 school year. Her initials are used to protect her privacy.
7. Father and Mother are E.A.'s parents and natural guardians. Father is an ethnic Turk and citizen of Türkiye who resides in Antalya, Türkiye. Mother resides with E.A. in Palm Beach County. Father paid the tuition and fees for E.A.'s enrollment.
8. Boca Prep is an active Florida for-profit corporation with its principal place of business at 10333 Diego Drive South, Boca Raton, Palm Beach County, Florida. It owns or operates Boca Prep International School, a private school serving students from pre-kindergarten through twelfth grade.
9. SEK is an active Florida for-profit corporation with the same principal address as Boca Prep. In *Mohamed v. Boca Raton Preparatory School, Inc.*, Case No. 50-2026-CA-001331-XXXXA-MB, SEK admitted that, as of January 22, 2025, it owned, possessed, operated, maintained, or controlled the premises at 10333 Diego Drive South. That admission concerns the premises. Plaintiffs separately allege SEK's role in School operations upon information and belief as stated in paragraph 47.
10. Karakaedos was Head of School during these events. She had authority over staff, student discipline and safety, and enrollment decisions. Plaintiffs sue her for her own conduct.

11. This Court has subject-matter jurisdiction because this action seeks damages exceeding \$50,000, exclusive of interest, costs, and attorneys' fees. See §§ 26.012(2)(a), 34.01(1)(c)3., Fla. Stat. This Court has concurrent jurisdiction over the claim under 42 U.S.C. § 1981.
12. Venue is proper in Palm Beach County under sections 47.011 and 47.051, Florida Statutes, because Defendants reside or maintain their principal places of business here and the causes of action accrued here.

FACTUAL ALLEGATIONS

E.A. before Boca Prep

13. Before Boca Prep, E.A. socialized well and had no significant disciplinary history. In a recommendation submitted during admissions, her teacher of two years described her as creative, intellectually curious, well organized, and harmonious with classmates. The teacher reported that E.A. could read and understand Turkish texts, had no difficulty expressing herself in Turkish, and could "react against injustice."
14. E.A.'s family moved from Türkiye to Boca Raton in 2024 for their children's education. Boca Prep's admissions records identified her nationality as "Turkish," listed Antalya as her city, and recorded Turkish contact information. The School knew she was Turkish before admitting her and accepting Father's tuition. E.A. was learning English. She understood ordinary spoken English, including the October 18 remark, better than she could express herself in English, especially under pressure before unfamiliar adults.

15. Before enrolling her, the parents repeatedly asked whether E.A.'s developing English would prevent her from succeeding at Boca Prep. School representatives assured them that it would not and described other international students who learned English quickly.

What Boca Prep knew before accepting full-year tuition

16. E.A. had been treated for epilepsy in Türkiye. Her parents understood from her physicians that it had resolved before the family moved to Florida.

17. The family disclosed that history in writing during admissions. On March 18, 2024, admissions director Andre Alves asked Father to confirm that E.A. had epilepsy and requested a physician's letter about her condition and any needed accommodations. Father replied that day that her physician saw no cause for concern because the condition had passed. Boca Prep requested no further medical records and enrolled E.A.

18. The School accused the parents of withholding information about "extreme anger issues," episodes it likened to a "nervous breakdown," and accommodation needs. The parents had disclosed all medical and behavioral information known to them. The School then used E.A.'s distress during the confrontation its staff arranged as a reason to exclude her, claiming it could not safely accommodate her. Plaintiffs allege that this stated reason was a pretext for discriminatory expulsion.

19. During the admissions tour, the parents explained that E.A.'s epilepsy had been treated successfully and told the School how staff should approach her. They warned that certain stressful interactions could cause her distress. At teacher

orientation, they specifically told E.A.'s teacher that E.A. did not like physical contact.

20. Father paid the tuition and enrollment charges for E.A.'s full 2024–2025 school year. His account was current at all material times. The School issued Form I-20 paperwork for both children and knew that their lawful F-1 student status depended on continued enrollment. The executed agreement is unavailable to Plaintiffs as explained in paragraph 67.

Boca Prep confronts the child who reported the ethnic insult

21. On October 18, 2024, in the School lunchroom, a classmate spoke to E.A. in English, saying words to the effect that “Turks do bad things to Jewish people.” E.A. understood the remark as hostile to Turkish people and to her. Upset, she went to a restroom to calm down.

22. With her older brother's help, E.A. calmed down and returned to class. Minutes later, the School summoned her to an administrator's office. Waiting there were the classmate who made the remark, his mother, a supervising teacher, and Karakaedos.

23. The School began the meeting with the classmate's mother present but did not contact E.A.'s parents until well into it. No adult advocated for E.A. The School asked another third-grader, whose father was Turkish and whose mother was German, to interpret. The child spoke limited Turkish and was not qualified to interpret the meeting.

24. The classmate denied making the remark. His mother mocked E.A.'s English, questioned how she could have understood him, and insisted that he would never say it. The mother and supervising teacher spoke to each other, looked at E.A., and laughed in a way that appeared to mock her. E.A. understood the accusation but could not defend herself as fluently as the adults. She felt humiliated and alone.
25. E.A. became physically ill, left the meeting, and locked herself in a restroom stall. She sought privacy in the only place she felt safe.
26. A School employee followed E.A., raised her voice, and demanded that she come out. She threatened to call the fire department if E.A. stayed inside. E.A. believed emergency responders would come for her. The threat frightened her.
27. Now terrified, E.A. opened the stall and tried to escape. An adult tried to stop her. In panic, she pulled away and attempted to bite. School staff and security pursued her, seized her arms, wrists, and legs, and held her with enough force to redden and bruise her wrists and forearm. During the restraint, she fell and injured her knee. The withdrawal notice later described her response as kicking, punching, hitting, scratching, spitting, and biting. It omitted the confrontation, the restroom encounter, and the threat that preceded the restraint.
28. Two days later, on October 20, Mother took E.A. to Baptist Health Urgent Care for her restraint injuries. A medical provider documented bruising and diagnosed ecchymosis of the forearm.

Boca Prep expels the child it failed to protect

29. On or about October 20, 2024, Boca Prep emailed the family that E.A. could not return to campus or join School activities, citing other students' safety. The ban kept her from the Halloween trunk-or-treat event she had expected to attend with her brother. He stayed away because she could not go. Boca Prep later omitted E.A.'s photograph from the yearbook while including other students who had left. Upon information and belief, the omission was intentional.
30. On October 29, 2024, Karakaedos signed a written notice unilaterally withdrawing E.A. The notice accused the family of failing to disclose "extreme anger issues," episodes it likened to a "nervous breakdown," and accommodation needs. It asserted that Boca Prep "cannot safely accommodate" E.A.'s needs and "cannot ensure the safety of others."
31. The same notice acknowledged that the family had disclosed E.A.'s epilepsy before admission and reported that it had resolved. After Father's March 18 response, Boca Prep requested no further medical records, enrolled E.A., and accepted full-year tuition.
32. Before enrollment, the parents disclosed all medical and behavioral information about E.A. known to them, including her treatment history and the circumstances that could cause her distress. They withheld no known information about anger episodes or accommodation needs. Plaintiffs dispute the withdrawal notice's accusation of nondisclosure.
33. The School's stated reasons were pretexts. E.A. had no significant disciplinary history before Boca Prep. The crisis began with an ethnic insult and the

confrontation the School arranged. She resisted only after an adult threatened emergency intervention and she was stopped from leaving.

34. Boca Prep expelled E.A. after roughly two months and refused to educate her for the rest of the year. It kept the full year's tuition and enrollment fee and has refunded nothing.

35. Boca Prep imposed no comparable discipline on the student who made and then denied the anti-Turkish remark. He remained enrolled without interruption.

The School's response to reported sexual misconduct

36. Upon information and belief, C.K. is Karakaedos's son. The related amended complaint identifies C.K. as an administrator's child, and the plaintiffs' November 7, 2025 witness list identifies C.K. and Karakaedos at the same address. Plaintiffs rely on those circumstances as support for the alleged relationship.

37. The March 25, 2025 amended complaint in J.A.P. v. Boca Raton Preparatory School, Inc., Case No. 50-2024-CA-009295-XXXXA-MB, identifies C.K. as the child of a Boca Prep administrator. It alleges that the plaintiff attended Boca Prep through June 2023 and that the known abuse occurred between November 2022 and March 2023. It further alleges that, before abusing the plaintiff, C.K. had engaged in inappropriate physical sexual conduct toward at least three other students on Boca Prep's campus. The amended complaint alleges that Boca Prep and SEK knew or should have known of C.K.'s prior conduct but kept him enrolled, failed to supervise him, and failed to warn the affected family.

38. The related action's docket records a notice setting Karakaedos's audiovisual deposition duces tecum for September 9, 2025. The plaintiffs' November 7, 2025 witness and exhibit list includes her deposition among "All Depositions taken in this matter." The docket also records service of a subpoena on her on August 10, 2026. Plaintiffs rely on that complaint's allegations as a basis for their information-and-belief allegations here, not as adjudicated facts.
39. Upon information and belief, Boca Prep allowed C.K. to remain enrolled despite knowing of his prior sexual misconduct, as alleged in the related action. Plaintiffs cite that different treatment to support their allegation that the School applied its stated safety rationale selectively when it expelled E.A. C.K. was not involved in the October 18 incident.

The aftermath

40. The family immediately sought another school and fully disclosed the incident to Grandview School. Grandview reported that E.A. did well during a trial day and that the students welcomed her. It then obtained permission to contact Boca Prep and E.A.'s teacher. About a month after that contact, Grandview denied admission. Upon information and belief, information provided by Boca Prep contributed to the denial. The only school that accepted E.A. was about an hour from home and charged approximately \$25,000 in tuition. From January through May 2025, Mother made the two-hour daily round trip and waited near the school, incurring fuel and vehicle costs. E.A. often slept during the drive home from exhaustion.

41. Father was working in Türkiye and traveled to the United States after learning what had happened. The parents asked to meet with the School, but it did not agree to meet. Because E.A.'s F-1 status depended on her enrollment, the expulsion jeopardized her lawful immigration status. The family hired immigration counsel and changed her status. They incurred legal and filing fees and international travel expenses when E.A. had to leave and re-enter the United States. The disruption caused Father mental anguish.
42. After the incident, E.A. began online therapy with a psychologist in Türkiye. In August 2025, R. Lauren Miller, Psy.D., J.D., a Florida-licensed psychologist and board-certified neuropsychologist, evaluated E.A. through standardized testing, interviews, record review, and behavioral observation. Dr. Miller found that E.A.'s presentation was consistent with posttraumatic stress disorder following the October 18, 2024 events.
43. E.A. has experienced intrusive memories, nightmares, intense distress at reminders, avoidance, negative beliefs, detachment, hypervigilance, impaired concentration, and disturbed sleep. Because her brother remained enrolled at Boca Prep, she repeatedly encountered the campus during drop-offs, pickups, and School events. When she saw the classmate involved in the October 18 incident, she became distressed and experienced renewed trauma symptoms. She told the evaluator that she wanted to forget the incident. When asked to discuss how she felt about her former school, she began crying and could not continue.

44. Dr. Miller recommended long-term trauma-focused care across multiple stages of E.A.'s development, including psychotherapy, family therapy, psychiatric monitoring, school-based support, crisis-stabilization services if needed, and periodic reevaluation.
45. At her replacement school, E.A. earned straight-A grades and conduct marks reflecting behavior "very constructive to learning," according to Dr. Miller's report. That record undercuts Boca Prep's claim that she posed a safety risk warranting expulsion.

Responsibility for the conduct

46. At all material times, School employees, staff, administrators, and security personnel acted within the course and scope of their work and under authority delegated by Boca Prep and SEK. Boca Prep and SEK are vicariously liable for their acts and omissions.
47. Upon information and belief, Boca Prep and SEK jointly operated the School, including supervision of its personnel and administration of student discipline. This allegation rests on their shared School address and the allegations in paragraphs 6 through 8 of the J.A.P. amended complaint that SEK managed the premises and that both entities owned and operated the School. Those allegations are not admissions by SEK. Plaintiffs allege SEK's operational role as an inference, not as a fact established by the Mohamed premises admission.
48. Karakaedos was the School's highest on-site administrator and was present during the October 18 confrontation. Upon information and belief, she exercised

supervisory authority over the staff who removed and restrained E.A. and directed, authorized, or knowingly permitted the confrontation and restraint. She approved E.A.'s exclusion, signed the October 29 withdrawal notice, and made, approved, or ratified the decisions to expel E.A. and keep the full year's tuition.

DAMAGES COMMON TO MULTIPLE COUNTS

49. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered the following injuries and losses, as applicable to each Count:

- (a) physical injuries, including bruising and ecchymosis of E.A.'s forearm and wrists and an injured knee;
- (b) past and continuing psychological injury, including posttraumatic stress disorder;
- (c) the reasonable cost of past and future medical, psychological, psychiatric, and trauma-focused care;
- (d) economic loss incurred by Father, including prepaid tuition and enrollment charges retained by Boca Prep, and replacement-school, transportation, immigration-related legal, filing, and international travel expenses to the extent he paid them or became liable for them, without duplicate recovery;
- (e) pain and suffering, mental anguish, inconvenience, and loss of capacity for the enjoyment of life, to the extent recoverable under the Count asserted; and
- (f) other consequential and economic damages to be proven at trial.

COUNT I BATTERY

E.A. v. Boca Prep, SEK, and Karakaedos

50. E.A. realleges paragraphs 8 through 10, 19, 25 through 28, and 46 through 49.

51. School employees and security personnel intentionally seized and held E.A. by her arms, wrists, and legs. The contact was harmful and offensive. E.A. did not consent.

52. Any privilege to protect E.A. or others ended where excessive force began. The number of adults involved, the manner and force of the restraint, E.A.'s age, the visible distress, and the resulting bruises made the contact unreasonable and unjustified.

53. Boca Prep and SEK are vicariously liable because their employees and agents acted within the course and scope of their work. Upon information and belief, Karakaedos, while exercising supervisory authority, directed, authorized, or knowingly permitted the seizure and restraint and is individually liable for her own conduct.

54. The battery directly and proximately caused the injuries and damages described in paragraph 49(a)–(c), (e), and (f).

WHEREFORE, E.A., by and through her parents and natural guardians, demands judgment against Boca Prep, SEK, and Karakaedos for compensatory damages, taxable costs, prejudgment and post-judgment interest as allowed by law, and all other proper relief.

COUNT II
FALSE IMPRISONMENT

E.A. v. Boca Prep, SEK, and Karakaedos

55. E.A. realleges paragraphs 8 through 10, 25 through 28, and 46 through 49.

56. School employees and security personnel intentionally confined E.A. against her will. They stopped her from leaving and seized and held her by the arms, wrists, and legs.

57. The restraint was complete for its duration. E.A. was aware that she could not leave, did not consent, and was confined without lawful authority or reasonable justification.

58. Boca Prep and SEK are vicariously liable for their employees' and agents' conduct. Upon information and belief, Karakaedos, while exercising supervisory authority, directed, authorized, or knowingly permitted the confinement and is individually liable for her own conduct.

59. The confinement directly and proximately caused the injuries and damages described in paragraph 49(a)–(c), (e), and (f).

WHEREFORE, E.A., by and through her parents and natural guardians, demands judgment against Boca Prep, SEK, and Karakaedos for compensatory damages, taxable costs, prejudgment and post-judgment interest as allowed by law, and all other proper relief.

COUNT III
NEGLIGENCE

E.A. v. Boca Prep and SEK

60. E.A. realleges paragraphs 6, 8 through 9, 14 through 15, 19, 21 through 28, and 46 through 49.

61. Boca Prep and SEK owed E.A., a third-grade child in their custody, a duty to use reasonable care for her safety and well-being. They also owed her a duty to respond reasonably to student-on-student ethnic harassment and to a child in evident distress.

62. Boca Prep and SEK breached those duties by:

(a) staging a one-sided confrontation between E.A., the offending student, and that student's parent without first notifying E.A.'s parent or providing a competent adult interpreter;

(b) placing the burden of translation on another third-grade child who lacked sufficient Turkish fluency;

(c) allowing the other student's parent and the supervising teacher to mock or humiliate E.A., then failing to stop or de-escalate the meeting when E.A. became ill and overwhelmed;

(d) following E.A. into the restroom, escalating the encounter, and threatening emergency intervention when the circumstances called for patience, privacy, and a parent;

(e) failing to account reasonably for E.A.'s age, developing English, evident panic, and known aversion to physical contact; and

(f) using an unreasonable response that foreseeably led to flight, physical restraint, and injury.

63. The harms were foreseeable. The School placed a young child in a one-sided, poorly translated confrontation. Its staff escalated her distress instead of calming her.

64. The negligence of Boca Prep and SEK directly and proximately caused the injuries and damages described in paragraph 49(a)–(c), (e), and (f).

WHEREFORE, E.A., by and through her parents and natural guardians, demands judgment against Boca Prep and SEK for compensatory damages, taxable costs, prejudgment and post-judgment interest as allowed by law, and all other proper relief.

COUNT IV BREACH OF CONTRACT

Father v. Boca Prep

65. Father realleges paragraphs 7, 8, 20, 29 through 34, and 49(d) and (f).

66. Father and Boca Prep entered a written enrollment agreement for E.A.'s 2024–2025 school year. In exchange for Father's tuition and fees, Boca Prep agreed to enroll E.A. and provide her educational program and services for that year. The School admitted E.A., accepted Father's payment, and began providing those services.

67. Father signed the enrollment agreement electronically through OpenApply. The parents did not receive a copy of the executed agreement and cannot retrieve it through the portal. Despite their repeated requests, Boca Prep has not provided it.

The executed agreement is not within Plaintiffs' possession or control, and they therefore cannot attach it. Upon information and belief, Boca Prep retains the executed agreement, any incorporated attachments and addenda, and the records of its electronic execution. Plaintiffs will seek those records in discovery.

68. Father paid all amounts due under the agreement and kept the account current.

69. Boca Prep materially breached its agreement to provide E.A.'s educational program by terminating her enrollment on discriminatory and pretextual grounds and refusing further services after accepting Father's full-year payment. To the extent the agreement gave Boca Prep discretion over continued enrollment, Father alleges that it exercised that discretion in bad faith to defeat the promised performance. This claim rests on the allegedly wrongful termination, not on an asserted unconditional right to a tuition refund. Father does not allege that the implied covenant overrides an express contract term.

70. Boca Prep's breach directly and proximately caused Father the economic damages described in paragraph 49(d) and (f).

WHEREFORE, Father demands judgment against Boca Prep for compensatory and consequential damages, taxable costs, prejudgment and post-judgment interest as allowed by law, and all other proper relief.

COUNT V
INTERFERENCE WITH EQUAL CONTRACTUAL RIGHTS ON THE BASIS OF
ETHNICITY

42 U.S.C. § 1981

E.A. and Father v. Boca Prep, SEK, and Karakaedos

71. E.A. and Father reallege paragraphs 6 through 10, 13 through 15, 20 through 35, 40 through 49, and 66 through 68.

72. Section 1981 guarantees all persons the same right to make and enforce contracts, including the enjoyment of contractual benefits and conditions, without intentional discrimination because of race, ethnicity, or ethnic ancestry. E.A. and Father are ethnic Turks.

73. Father held rights under the enrollment agreement. Upon information and belief, Father and Boca Prep also intended to confer enforceable educational benefits directly on E.A. The agreement concerned her enrollment and education, Boca Prep admitted her under it, and the educational services were to be provided to her. E.A. asserts contractual rights as an intended beneficiary on that basis.

74. Through their employees and agents, Boca Prep and SEK intentionally impaired that relationship because E.A. and Father are ethnic Turks. The School credited and protected the student and his parent after the anti-Turkish remark, allowed the parent to ridicule E.A.'s English, punished E.A. instead of the student who targeted her, and expelled E.A. under a safety rationale it did not apply to that student or enforce consistently. Upon information and belief, SEK managed, approved, or ratified those decisions through its control of the School. Karakaedos personally participated as alleged below.

75. Boca Prep knew E.A. was Turkish. After she reported the anti-Turkish remark, the School permitted the classmate's mother to participate while E.A. lacked a parent or competent interpreter, allowed ridicule of her English, and imposed no comparable discipline on the classmate. Plaintiffs allege that this unequal response to the ethnic insult, followed by E.A.'s expulsion, supports an inference of discriminatory intent and pretext.
76. Karakaedos personally participated in the discriminatory interference. She attended the confrontation, had final or substantial authority over discipline and enrollment, approved E.A.'s exclusion, and signed the withdrawal notice. Upon information and belief, she intentionally caused or participated in the impairment of E.A.'s and Father's contractual rights.
77. But for Plaintiffs' Turkish ethnicity and ancestry, Boca Prep and SEK would not have subjected E.A. to the one-sided process or expelled her while leaving the classmate enrolled without comparable discipline. Karakaedos would not have caused or approved that treatment. Plaintiffs would have received equal treatment under the enrollment agreement. Defendants' conduct deprived them of its benefits.

78. The violations by Boca Prep, SEK, and Karakaedos directly caused E.A.'s psychological injury, treatment needs, and resulting noneconomic loss described in paragraph 49(b), (c), and (e), and Father's economic loss and mental anguish described in paragraphs 41 and 49(d) and (e). Each seeks only the damages personally sustained and recoverable under this Count, without duplicate recovery.

WHEREFORE, E.A. and Father demand judgment against Boca Prep, SEK, and Karakaedos for compensatory damages, attorneys' fees and costs under 42 U.S.C. § 1988, prejudgment and post-judgment interest as allowed by law, and all other proper relief.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on every issue triable by jury as of right.

DATED: September 24, 2026

Respectfully submitted,

/s/ Joseph W. Montgomery

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VERIFICATION

Under penalties of perjury, we declare that we have read the foregoing Verified Complaint and that the facts stated in it are true, except allegations stated upon information and belief, which we believe to be true, to the best of our knowledge and information.



Yasin Aksu

Date: 09 / 24 / 2026



Hatice Aksu

Date: 09 / 24 / 2026
