

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

CRAIG ROBINSON and KELLY ROBINSON,
Plaintiffs,

v.

Case No. 2022-CV-002488

UNIVERSITY SCHOOL OF MILWAUKEE,
Defendant.

THE AMOUNT CLAIMED IS
GREATER THAN THE
AMOUNT CLAIMED
UNDER WIS. STAT.
§ 799.01(1)(d)

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

Plaintiffs Craig Robinson and Kelly Robinson (“Robinsons” or “Plaintiffs”), for their Complaint against Defendant University School of Milwaukee (“USM” or “Defendant”) allege as follows:

INTRODUCTION

1. This action seeks remedies for USM’s willful and wanton misconduct, including breaches of contract and violation of Wisconsin’s consumer protection laws. The case arises from USM’s vindictive and improper decision, directed by USM’s Head of School Steve Hancock (“Mr. Hancock”), to punish two model students in retaliation against their parents for raising valid

concerns about USM’s treatment of its students of color and other underrepresented stakeholders in the school.

2. The Robinsons are the parents of two young children of color who attended USM, an independent pre-kindergarten through secondary school in Milwaukee. The Robinsons’ two children—A.O.R., an eleven-year-old boy, and A.Y.R., a nine-year-old boy (together, the “Robinson Children”)—were accepted into the USM community in August 2016.

3. Unbeknownst to the Robinsons at the time, and notwithstanding its purported commitment to diversity and inclusion, USM had no intention of addressing the Robinsons’ concerns about serious racial and socio-economic bias problems at the school. Instead, USM—led by Mr. Hancock—tried to silence the Robinsons by targeting for punishment two children that USM had voluntarily undertaken a duty to educate and nurture, and to treat with kindness and respect. On April 14, 2021, when A.O.R. was in the fifth grade, Mr. Hancock sent the Robinsons an email that suddenly and without prior notice or just cause, purported to terminate A.O.R. from the USM community. *See Ex. A.*

4. Although the Robinsons immediately reached out to Mr. Hancock to try to understand the basis for USM’s abrupt decision and met with him to discuss options for reinstating A.O.R.’s enrollment, and despite the fact that the Robinsons had been an active part of the USM community for five years, USM declined to consider options for A.O.R.’s return. Instead, over two months later, in another letter sent by Mr. Hancock without prior notice or just cause, USM also terminated the enrollment contract for A.Y.R., who was then in the third grade. *See Ex. B.* USM did not offer any middle ground that would permit the children to remain enrolled—not even an arrangement limiting the Robinsons’ interactions with USM staff and other community members.

5. Pursuant to the Enrollment Contract (as defined below) between the Robinsons and USM, the school purported to reserve for itself discretion over enrollment decisions. Indeed, USM now falsely and brazenly claims to the public and to USM families that it retains sole, unilateral discretion to expel a family from the school at any time, for any reason, regardless of the conduct at issue and without regard to its students' educational and emotional well being—so long as USM deems its decision to be in USM's own "best interests." Mr. Hancock has taken it upon himself to assess, unilaterally, what constitutes USM's best interests—at least with regard to the Robinsons and their children.

6. To the contrary, however, USM's contractual discretion was in fact and at all relevant times limited in several critical ways.

7. First, pursuant to unambiguous USM-drafted policies expressly incorporated into the Enrollment Contract, USM was obligated to treat the Robinsons and their children *fairly* and *honestly* in all respects.

8. Second, USM had an independent contractual obligation imposed under Wisconsin law to exercise any contractual discretion under the Enrollment Contract *reasonably* and with *proper motive*.

9. Third, under Wisconsin law, USM could not use its unequal, coercive power over the children's education and its discretion regarding the children's enrollment to oppress or harass the Robinsons and their children.

10. Fourth, Wisconsin law forbade USM from engaging in deceptive or unfair conduct to harm the Robinsons, who were tuition-paying Wisconsin consumers of the school's services.

11. As detailed below, USM's petty, vindictive, retaliatory expulsion of the Robinson Children was at best unfair, unreasonable, and done for an improper purpose, thereby breaching

the school's contractual obligations. Furthermore, USM's heavy-handed abuse of its leverage over the Robinsons, based on its control of the children's education during their tender years, and USM's false communications to and unfair treatment of the family, all violated Wisconsin consumer law.

12. Neither of Mr. Hancock's written communications purporting to terminate the Robinson Children's enrollment even *claimed* that the students' dismissal was in USM's best interest (or even made any mention of USM's "best interests") or otherwise explained any process through which USM made its sudden decision. *See* Exs. A & B. The absence of any reference to USM's "best interests" confirms that they were not even a factor in, let alone the primary basis of, USM's determination. But, even if USM *had* considered the school's genuine best interests, which plainly it did not, the school still owed the Robinsons and their children a superior, independent duty to act fairly and reasonably in discharging its discretion, and not to employ its power for an improper purpose. The school failed spectacularly in each regard.

13. USM willfully breached its obligations to act with fairness and to exercise its discretion reasonably and with proper motive in its rash determination to dismiss the Robinson Children from the school they attended for five years, all in retaliation against their parents for daring to raise uncomfortable truths about USM's shortcomings—in accordance with USM's own written policies and procedures.

14. Even after the filing of this action, USM, and Mr. Hancock in particular, continue to viciously malign the Robinsons' reputation in the USM community, further confirming their bad faith motivations. The school issued a baseless public statement to the press—a statement notably missing from USM's filings before this Court—vilifying the Robinsons for purportedly placing school staff in fear of physical harm.

15. Later, on information and belief, on or about April 25, 2022, Mr. Hancock made vindictive and threatening comments about Mrs. Robinson to a then-current USM parent. During the conversation, Mr. Hancock baselessly accused Mrs. Robinson of bullying and intimidation, even going so far as to assert falsely that Mrs. Robinson somehow harmed a USM teacher such that she sent the teacher to the hospital—a breathtaking lapse of professional judgment that both defamed the Robinsons and violated a USM teacher’s privacy rights, all in one ill-advised screed. Mr. Hancock also boasted that USM’s legal and press response would be devastating personally for Mrs. Robinson.

16. Upon information and belief, Mr. Hancock later repeated many of these false assertions in other conversations with USM community members in the following weeks, while also bragging that he personally made the decision to terminate the Robinson Children’s enrollment. The Robinsons intend to explore USM’s and Mr. Hancock’s defamatory and invasive comments for more detail in this matter and reserve the right to later add new claims as appropriate.

17. USM’s breaches are particularly egregious because they were directed at punishing not the adult individuals with whom USM took issue—the Robinsons—but the Robinson Children, two entirely innocent young students of color who were, in USM’s own words, “portrait[s] of a graduate.” USM’s reprehensible action to remove two minor children from their school at impressionable ages was traumatizing, and as a result of the removal, the Robinson Children have suffered direct and substantial harm. The Robinsons also forfeited other educational opportunities due to their reasonable reliance upon USM’s promises and representations of enrollment contracts for their children.

18. By summarily and unlawfully removing the Robinson Children from their school community of many years, USM further disregarded the “value of inclusion” embedded in USM’s

Mission Statement, failed to recognize and respect the “diversity of backgrounds and experience” of its students of color, and failed in its commitment not only to “value and listen to parents’ perspectives and concerns regarding their children and the school,” but also “to build[] a learning community where students learn to think broadly, critically, and independently . . . , are prepared for the opportunities of a diverse world,” and “are provided with a supportive environment in which to reach their full potential.” Ex. C.

19. USM’s unfair and retaliatory conduct toward the Robinson Children did not occur in isolation, but rather was part of a broader pattern of consumer abuse, extending over many years of unfair treatment and insensitivity by USM toward its students of color and underrepresented students. As described more fully below, USM not only failed to address racial epithets and other inappropriate conduct on campus directed at diverse children and other underrepresented students, but also affirmatively engaged in inappropriate and racially insensitive practices, such as requiring fourth-grade students to participate in an “Underground Railroad” simulation—an exercise in which students of color were told to act like “runaway slaves” while USM faculty acted as “slave catchers” and were told to try to catch the students. Only after multiple students of color, USM parents, Black alumni, and others protested the tone-deaf insensitivity and basic offensiveness of this practice did USM discontinue the program.

20. Astonishingly, USM announced recently that it has no regrets about forcing young students to participate in this traumatic exercise. USM clearly believes it can do no wrong, regardless of how unreasonable, oppressive, inequitable, and unfair its behavior is. USM is wrong and should face accountability.

21. Further, on several occasions USM has allowed families to remain enrolled in the face of serious misconduct that egregiously violated USM’s core policies and values and bore no

resemblance to the Robinsons' benign engagement with the school. Upon information and belief, this conduct includes the use of illicit drugs on campus; the bullying of a Black kindergartener and calling her a "monkey" (which one USM administrator insisted was not racist); and an instance in which a white student threatened to make a Black classmate look like "Emmett Till," the 14-year-old African American child who was abducted, tortured, and lynched in Mississippi in 1955.

22. Upon information and belief, most or all of the USM families whose children engaged in such misconduct were in fact permitted to remain, so the students could continue their education at the school. USM, by its own repeated admission, has dismissed only *one other family* from the USM community in the past ten years. USM's decisions to permit rule-flouting families to remain enrolled and in good standing at the school while terminating the Robinson family merely confirms that USM's expulsion of the Robinson Children (who undisputedly did not violate *any* USM policies) was a bad faith act of retaliation.

23. In addition to its breaches of the Enrollment Contract, USM violated the Wisconsin Deceptive Trade Practices Act by inducing the Robinsons to enroll and reenroll their children at USM through its repeated untrue, deceptive, and misleading representations about USM's commitment to diversity, equity, and inclusion. USM also violated the Wisconsin Unfair Trade Practices Act by unfairly abusing its position of trust and leverage in summarily dismissing the Robinson Children, after expressly inducing the Robinsons to believe that their children would have a place at USM for the upcoming school year, causing them to forgo other educational opportunities.

24. Finally, USM acted arbitrarily and capriciously in its decision to terminate the enrollment of the Robinson Children without warning or process.

PARTIES

25. Plaintiff Craig Robinson (“Mr. Robinson”) is a resident of Mequon, Wisconsin. He is the father and legal guardian of A.O.R. and A.Y.R.

26. Plaintiff Kelly Robinson (“Mrs. Robinson”) is a resident of Mequon, Wisconsin. She is the mother and legal guardian of A.O.R. and A.Y.R.

27. Defendant USM is a private school accredited by the Independent Schools Association of the Central States, located in Milwaukee County at 2100 W. Fairy Chasm Road, River Hills, WI 53217.

28. USM was organized as a non-profit corporation in 1964 and is capable of suing and being sued.

JURISDICTION AND VENUE

29. The Court has jurisdiction to hear this case pursuant to Wis. Stat. § 806.04 (1)-(3).

30. Venue is proper under Wis. Stat. Ann. § 801.50(c), as the violations of law complained of herein occurred in Milwaukee County, Wisconsin (the “County”). In addition, Defendant maintains offices and transacts substantial business in the County.

FACTS

The Robinsons Enroll at USM

31. USM is an independent college-preparatory day school offering school programs for children from pre-kindergarten through the twelfth grade. USM tuition ranges from \$20,000 to near \$30,000 per child, per school year.

32. The Robinsons first enrolled the Robinson Children at USM in August 2016. A.O.R. began his education at USM in the first grade and A.Y.R. began his education at USM in junior kindergarten.

33. The Robinsons selected USM for its reputation as an excellent school. In choosing USM, the Robinsons decided to forgo other educational opportunities because of USM's purported commitment to diversity and inclusion.

34. Throughout 2016 to 2021 and continuing as of the date of this complaint's filing, USM has continuously advertised its commitment to diversity, equity, and inclusion on its website, which states that USM has the obligation to "foster an equitable and inclusive community for students, their families, and our administration, faculty, and staff." The website further declares that "USM embraces diversity in all of these various forms, including race, ethnicity, national origin, socioeconomic status, religion, sexual orientation, ability, gender, and age."

35. The Robinsons desired a welcoming and inclusive educational environment for their children of color. From 2016 to 2021, the Robinsons repeatedly chose to enroll at USM each and every school year based upon USM's publicly advertised commitment to diversity and inclusion.

36. The Robinsons also repeatedly selected USM each year because of its professed care for student wellness and fair treatment of all students, all of which, they believed, would enhance the learning environment and their children's chances for academic success, and thus justify the sacrifice required to pay the exorbitant private school tuition charged by USM.

37. In choosing to have their kids matriculate at USM each year for five academic cycles, the Robinsons gave up other educational opportunities every academic year, from 2016 to 2021, in reliance on USM's promises of diversity, equity, inclusion, and academic success. The Robinsons specifically made the determination to enroll their children for the 2021-2022 school year based upon USM's repeated advertised promises of diversity, equity, inclusion, and academic success.

USM's Contractual Obligations

38. All individuals seeking to enroll at USM must, through their parent(s) or legal guardian(s), sign an enrollment contract each year to secure their position at USM (the “Enrollment Contract”). In accordance with this policy, from 2016 to 2020, the Robinsons signed individual Enrollment Contracts for each child and for each school year, amounting to ten in total over that time period.

39. In February 2021, the Robinsons received Enrollment Contracts for A.Y.R. and A.O.R. for the 2021-2022 school year, and they signed A.Y.R.’s Enrollment Contract. Copies of the 2021-2022 Enrollment Contracts for the Robinson Children are collectively attached as Exhibit D.

40. The Enrollment Contract is a document provided by USM that sets forth tuition information and various USM policies. It explains that the agreement’s term is for the “entire . . . academic year,” and that those signing the agreement are “responsible for payment of the entire year’s tuition and fees with no adjustment of charges in the event of absence, withdrawal or dismissal for any reason irrespective of days attended.” Ex. D at 2. The Enrollment Contract and its related documents were all written by USM, with no input or ability to negotiate different or additional terms by the Robinsons.

41. Although the Enrollment Contract requires parents to commit to paying tuition *for the entire school year*, the agreement asymmetrically grants USM certain discretion in deciding whether or not to terminate a student’s enrollment. That discretion, however, is limited: the Enrollment Contract provides that USM has the right “to deny enrollment or reenrollment or dismiss a student if [USM] officials determine for any reason that enrollment is not *in the best interests of the school*.” *Id.* (emphasis added). While USM has unfairly and deceptively claimed

that this provision grants it “sole discretion” to deny reenrollment of the Robinson Children, Dkt. No. 14, the plain language of the provision does no such thing.

42. Moreover, USM’s ability to deny enrollment or reenrollment of a student is further limited by express provisions incorporated by reference into the Enrollment Contract, which obligate USM to make enrollment determinations with fairness and honesty. The Enrollment Contract provides that the parties “agree to accept the rules, regulations, policies and procedures of [USM] as having been incorporated into this Enrollment Contract, including without limitation those that are stated above or which appear in the student handbooks, catalogues, parent mailings, and any other written or verbal communications from [USM] to you and the student.” *Id.*

43. USM’s transcendent contractually-binding policy is the Common Trust, which is found on USM’s website and is referenced throughout USM’s admissions materials. A copy of the USM Common Trust is attached as Exhibit E. As USM states on its website, its mission is to create an “independent school education in a supportive, inclusive community built on the foundation of [USM’s] Common Trust.” *See* Ex. C. USM defines the “Common Trust” as a “pledge” between “the members of the [USM] community”—including USM itself—to “agree to relate to one another and the school with respect, trust, honesty, fairness, and kindness.” *Id.*

44. Another document explicitly incorporated into the Enrollment Contract is the USM Middle School Student Handbook (the “Student Handbook”), a copy of which is attached as Exhibit F. The Student Handbook reiterates the “guiding principles” of the Common Trust, including that “the members of the [USM] community . . . agree to relate to one another . . . with respect, trust, honesty, fairness, and kindness,” Ex. F at 4, and sets forth numerous policies and procedures, including regarding academics, student activities, and disciplinary procedures. One section of the Student Handbook is devoted to “Bias Incident Policies,” and states that bias-related

misconduct is a “major violation of the Common Trust.” *Id.* at 39. It further outlines “Bias Incident Reporting” procedures, which allow for the submission of a “Bias Incident Report Form.” *Id.*

45. Because the Common Trust and the Student Handbook are plainly incorporated into the Enrollment Contract, they expressly require that USM exercise any discretion under the Enrollment Contract with “honesty” and “fairness” toward students and their families.

46. Moreover, even if the Enrollment Contract granted USM unfettered “sole discretion” (which it does not), USM would *still* be obligated to make enrollment and reenrollment determinations reasonably and in good faith pursuant to the implied covenant of good faith and fair dealing. Under Wisconsin law, “[w]hen one party to a contract is vested with contractual discretion, it must exercise that discretion reasonably and with proper motive, and may not do so arbitrarily, capriciously or in a manner inconsistent with the reasonable expectations of the parties.” *Friends of Maple Grove, Inc. v. Merrill Area Common Pub. Sch. Dist.*, 397 Wis. 2d 139, 169 (2021) (quotation omitted).

47. Accordingly, “the proper inquiry [is] not whether the court reasonably believe[s] that [the Robinson Children’s] enrollment was [in USM’s best interests], but whether [USM] acted reasonably and with a proper motive when it determined that [the Robinson Children’s] enrollment was [not in its best interests].” *Id.* USM did not in fact act fairly or with a proper purpose in discharging the Robinson Children. Instead, USM, through Mr. Hancock, acted with unfair and unreasonable animus and for the improper purpose of punishing the Robinsons for burdening Mr. Hancock with valid concerns about the school’s academics as well as bias and misconduct at USM that the school prefers to ignore. Many families and other USM stakeholders share the Robinsons’ concerns.

The USM-Parent Relationship

48. USM’s repeated emphasis on reasonableness and fairness is unsurprising given the unique relationship between a progressive, student-focused private school like USM and the parents who enroll their children there. The USM-parent relationship is no ordinary arms-length contractual business arrangement. To the contrary, it is a special relationship in which parents entrust USM with the education of their young children—a subject about which many parents care deeply and for which they are accordingly willing to pay tens of thousands of dollars. It is also a vastly unequal relationship, in which USM has significant leverage over the parents of its students: while parents must agree to one-sided boilerplate terms and a year’s worth of tuition payments, and to forgo other educational opportunities in the hope that USM will not treat them or their children unfairly, USM purports to retain the right to dismiss a student at any time, for any reason. Abusing such a disparity in bargaining power, as USM has done here, is precisely the type of situation that Wisconsin’s legislature has statutorily defined as an unfair business practice.

49. USM itself recognizes the importance of its relationship with the parents of its students and the desire of many of its parents to be actively involved in their children’s education, as it states on its website that it “enters into a Parent-School Partnership with all school parents.” Ex. C. USM explains that “this partnership is based on the belief that USM faculty and administration must work together with parents in all aspects of school life for the benefit of each child,” and that it “welcomes” diversity because “[m]ultiple perspectives and experiences are core to educational excellence and strengthen a community.” *Id.* The Parent-School Partnership is another of USM’s “policies and procedures” explicitly incorporated into the Enrollment Contract. *See* Ex. D. USM indisputably breached its partnership with the Robinsons.

50. USM acknowledges that the partnership requires that “USM value[] and listen[] to parents’ perspectives and concerns regarding their children and the school.” *Id.* Accordingly, the Parent-School Partnership establishes specific guidelines for parents to follow when communicating their concerns with USM, urging parents to “communicate directly with the individuals who are best able to address their concerns” and “use the proper channels—first the individual teacher or advisor, then the department chair or division head, and, finally, the head of school—and seek a collaborative solution to problems.” *Id.* In this way, USM not only expects, but also encourages, parents to raise any concerns or perspectives they have about their children’s education.

The Robinsons’ Experience at USM

51. During their time at USM, the Robinson Children were recognized as model students by the USM faculty and staff. They are likeable, outgoing, and engaged students. Both children received high marks and were embraced by the USM community. During the entirety of the five academic years the Robinson Children attended USM, they met and exceeded the academic and social expectations set by USM in the Common Trust, Student Handbook, and other school policies. The Robinsons further performed all obligations under the Enrollment Contract and incorporated documents.

52. In accordance with USM’s expectations and encouragement as set forth in the Parent-School Partnership, the Robinsons were active participants in the USM community and participated fully in their sons’ educational experience during the entirety of the Robinson Children’s academic years at USM. During this multi-year period and prior to USM’s abrupt decision to terminate enrollment of the Robinson Children in the spring of 2021, the Robinsons actively engaged in constructive dialogue with USM faculty and administration regarding the

educational environment at USM. The Robinsons were and remain invested in bettering USM, in large part because of USM's stated commitment to diversity, equity, and inclusion. The Robinsons were repeatedly told by USM that their assistance in and outside the classroom was valued and helpful.

53. During the 2020-2021 school year, USM offered remote learning due to rising cases of COVID-19. Like many other parents in the United States, the Robinsons felt that remote learning was the only safe option available. Accordingly, they selected that option for their children.

54. Because their children were learning remotely from home during the 2020-2021 school year, the Robinsons gained increased insight into their children's educational experience, and the Robinsons became aware of troubling instances of USM's lack of sensitivity toward its students of color and other underrepresented students. As a result, the Robinsons started to raise concerns about USM's treatment of those students.

55. Initially, and in accordance with the procedures set forth in the Student Handbook and Parent-School Partnership, the Robinsons communicated their concerns directly to USM administration, expressing concern about the certain topics and insensitive conduct that the Robinsons heard and saw in classroom activities. Consistent with the values espoused in the Student Handbook and Parent-School Partnership, these administrators appeared to welcome the Robinsons' feedback and expressed gratitude for it. However, the Robinsons saw no change in the instruction or treatment of USM's virtual learners, students of color, and other underrepresented students.

56. When the Robinsons continued to express concerns, USM requested that the Robinsons direct their feedback to certain USM administrators who would be better suited to

receive the Robinsons' suggestions. In accordance with USM's request, beginning in or about September 2020, the Robinsons began communicating directly with several USM administrators, including Mr. Hancock and Elaine Griffin, Head of the USM Middle School.

57. In November 2020, the Robinsons raised concerns regarding the inclusion of language in various worksheets and projects that was offensive to persons of color, indigenous Americans, and other underrepresented students. The Robinsons raised these concerns directly with Mr. Hancock and Ms. Griffin, as requested by USM and in accordance with the Parent-School Partnership. As they had previously, USM administrators expressed appreciation to the Robinsons for raising the concerns.

58. During this same period of time, USM administrators told the Robinsons repeatedly that A.O.R. was welcome at USM for the 2021-2022 school year and that A.O.R.'s offer of enrollment for the 2021-2022 school year was assured. The Robinsons reasonably relied upon USM's promise of enrollment and expected to reenroll A.O.R. at USM in reliance upon these statements.

59. In January 2021, the Robinsons became concerned about classwork that contained socioeconomic insensitivities, and Mrs. Robinson submitted a bias incident report through USM's bias incident reporting system—just as the Student Handbook expressly contemplated. When Mrs. Robinson later inquired about the report, USM informed Mrs. Robinson that the system was not working and had not registered her report. Accordingly, and at USM's suggestion, Mrs. Robinson resubmitted the January bias report on January 14, 2021. USM then informed Mrs. Robinson that the concern she raised did not constitute a "bias," and it took no action in response to the report.

60. On March 31, 2021, Mrs. Robinson submitted a second bias incident report—again in accordance with the Student Handbook's outlined procedures—regarding similarly concerning

language that was included in a different classroom assignment. USM again took no action in response to the report.

61. As the school year progressed, the Robinsons realized that USM's lack of action was just part of a pattern of conduct confirming USM's expressed commitment to diversity, equity, and inclusion to be disingenuous. As the Robinsons came to learn, USM's approach and lack of response to the experience of its students of color and underrepresented students reflected fundamental, pervasive, and systemic deficiencies, which were longstanding.

62. Indeed, USM's history reflects poor treatment of students of color. For years, USM required fourth-grade students to undergo an "Underground Railroad" simulation, in which all students were told to act like "runaway slaves." USM teachers told fourth-grade students to wear old clothing or purchase used clothing from thrift stores. USM faculty acted as "slave catchers" and were told to try to catch the students. During the simulation, students were to navigate through dark hallways and classrooms, while USM staff played sounds evoking whips, chains, and horses galloping to make the experience seem more terrifyingly real. All fourth-grade students were expected to participate, and students understood that failure to participate in the simulation could result in a low grade or a failure to pass the fourth grade. USM continued the simulation into the 2010s and only discontinued after multiple students of color, USM parents, Black alumni, and others protested the insensitivity and lack of appropriateness of the practice. Notwithstanding this wave of protests, USM's attorney recently noted that USM has zero regrets about forcing students to participate in the simulations.

63. Upon information and belief, over the past few years, USM was made aware of multiple white students who used racial slurs, acted in a racist manner toward students of color, or who threatened students of color based upon their race. For example, upon information and belief,

in 2017, a Black kindergartener was persistently bullied and called a “monkey” by her fellow classmates. The parents of this young child brought the disturbing, racist behavior to the attention of USM; shockingly, USM defended the offending students and did not impose any disciplinary measures—let alone terminate their enrollment. One USM administrator even insisted that the “monkey” comments were not racist.

64. Upon information and belief, on at least one occasion white students at USM threatened to “lynch” their Black classmate. In one circumstance brought to USM’s attention in 2019, a white student threatened to make a Black classmate look like “Emmett Till,” the 14-year-old African-American child who was abducted, tortured, and lynched in Mississippi in 1955. Some students urged others to participate in the same racist behaviors, encouraging them that they could do so without fear of reprisal from USM. Many of the students who engaged in these behaviors were in fact permitted to continue their education at USM without apparent discipline or consequence.

65. Although others in the USM community have spoken out about these obvious deficiencies in recent years, USM has refused to admit its failings or take steps to fulfill its stated promises of inclusivity. In the wake of George Floyd’s murder, a social media account, “Black@USM,” was established in June 2020. The account details the racist and insensitive treatment of Black students by USM faculty, staff, and students, occurring over the past 30 years. Also in 2020, Black alumnae of USM sent USM a letter detailing their experiences with racist behavior at USM and requesting that USM engage in a dialogue about how USM could fulfill its obligations under the Common Trust to current students of color and model constructive behavior that was occurring at peer institutions. A copy of the letter is attached as Exhibit G. USM met with the Black alumnae but refused to address their concerns, expressed dismay that there were no male

alumni included in the discussion, and communicated that USM should not be compared to its peer schools with regard to racial equity.

66. Had the Robinsons known about USM’s persistent failure to fulfill its promise of an inclusive and diverse learning environment, the Robinsons would not have made the decision to enroll their children at USM year after year. Indeed, USM’s history of treatment of its students of color makes clear that USM’s representations that it had “respect for the diversity of backgrounds and experiences” that were “fundamental to building a learning community where students learn to think broadly, critically, and independently” were false and misleading. The Robinsons had repeatedly signed the Enrollment Contracts, including A.Y.R.’s 2021-2022 Enrollment Contract, based upon these false and misleading representations.

USM Retaliates Against the Robinsons

67. The Robinsons continued to raise concerns to USM that it was not treating its students of color and underrepresented students with “respect, trust, honesty, fairness, and kindness,” as required and encouraged by the Common Trust and the Parent-School Partnership, and they made clear to USM that USM was not fostering “an equitable and inclusive community for students [and] their families,” as it had represented.

68. Rather than attempt to address the Robinsons’ expressed concerns and grapple with the difficult truth about USM’s historical failure to treat students of color and other underrepresented students equitably, Mr. Hancock decided instead to retaliate against the Robinsons and squelch their concerns—by inflicting extreme and unwarranted harm on their children. On April 14, 2021, without any prior notice, he emailed the Robinsons and informed them that A.O.R. would no longer be permitted to attend USM the following school year (the

“April 14 Termination Email”). A copy of the April 14 Termination Email is attached as Exhibit A.

69. Citing the Student Handbook, Mr. Hancock claimed that USM may dismiss a student when “a parent . . . refuses to cooperate reasonably,” and that USM “expects parents to respect the expertise and professionalism of the school’s faculty, administrators, and staff and seek collaborative solutions to problems.” Ex. A. USM further asserted that the Robinsons had failed to “fulfill[] the foregoing commitments” by sending “numerous emails, texts, and conversations” to USM’s teachers about their concerns. *Id.* Mr. Hancock’s professed factors (none of which reflect the school’s best interests) in deciding to terminate the Robinsons’ enrollment are a flimsy pretext and beside the point, given his true, improper, and unfair animus toward the family for persistently and reasonably raising uncomfortable truths.

70. The April 14 Termination Email cited no specific communications by the Robinsons to support its claims. Later that day, the Robinsons received another email stating that the USM Enrollment Contract was voided as to A.O.R. Although USM knew that the Robinsons were also the parents of another child at USM, A.Y.R., the April 14 Termination Email did not purport to terminate the enrollment of A.Y.R.—further confirming Mr. Hancock’s supposed concerns to be a mere pretext.

71. After the Robinsons received the April 14 Termination Email, they reached out to Mr. Hancock in an effort to understand the abrupt decision, including the decision to dismiss only one of their children from the school given Mr. Hancock’s supposed concerns with the Robinsons as USM parents. On June 15, 2021, the Robinsons met with Mr. Hancock to discuss USM’s decision and what proceedings existed to reinstate A.O.R., but the Robinsons did not hear further from USM until June 21, 2021. On that date, Mr. Hancock sent another letter to the Robinsons

(the “June 21 Termination Letter”), formally terminating the 2021-2022 Enrollment Contracts for both Robinson Children and stating even as he summarily dismissed them that the Robinson Children were “students who embody USM’s portrait of a graduate.” *See* Ex. B. Like the April 14 Termination Email, the June 21 Termination Letter made no reference to any determination of USM’s “best interests.”

72. Before the Robinsons had expressed concerns regarding offensive language in homework assignments and submitted bias incident reports in early 2021, USM had been open and receptive to dialogue with the Robinsons about the educational environment at USM. USM leadership had communicated consistently to the Robinsons that it was grateful for the “partnership” between the Robinsons and USM and that the Robinsons had gone “above and beyond.” Contrary to USM’s claims in its motion to dismiss the original complaint, the Robinsons did not “work[] with” USM faculty and administrators for “hours each week” to “regain a healthy relationship with the school.” Dkt No. 14 at 2. In fact, at no point did USM indicate to the Robinsons that their conduct or communications were inappropriate or even remotely close to violating any USM rules or community guidelines—nor could it, because the Robinsons at all times acted in accordance with those rules and guidelines. Only after the Robinsons continued to raise concerns about USM’s mistreatment of its students of color and other underrepresented students did Mr. Hancock—undoubtedly aware of USM’s longstanding history in this regard—suddenly no longer welcome the Robinsons’ engagement with USM.

73. USM’s improper, retaliatory motivation for its actions is further confirmed by comparing its treatment of the Robinsons to its treatment of other USM families whose members—unlike the Robinsons or the Robinson Children—engaged in offensive, abhorrent conduct in plain violation of USM’s policies. Upon information and belief, USM has historically routinely turned

a blind eye to inappropriate conduct such as cheating, bullying, racial threats, and use of illicit substances on school grounds, and has allowed families who engaged in such conduct to remain enrolled at USM. For example, upon information and belief, on one occasion, USM administration was told that certain students were using marijuana on campus, but those students were permitted to remain enrolled at USM. In addition, in 2018, upon information and belief, a group of white students openly taunted and threatened to “lynch” a Black classmate who reported another student’s racist social media post. Though the students who made the racist threat were brought to the attention of USM administration, no adverse action was taken. Despite many instances of serious misconduct by students, USM has openly acknowledged through its counsel that it has terminated the enrollment contracts of only *one other family* over the past decade.

74. Mr. Hancock’s conduct since the Robinsons filed the original complaint in this action similarly confirms that his decision to dismiss the Robinson Children—for which he gleefully claims responsibility—was made without any regard for USM’s best interests. Upon information and belief, on or around April 25, 2022, Mr. Hancock hosted a reception at his home for the parents of USM seniors. At the reception, Mr. Hancock falsely accused Mrs. Robinson of being a belligerent parent and a bully, and even made the false, slanderous claim that Mrs. Robinson was responsible for sending a USM teacher to the hospital. Upon information and belief, Mr. Hancock also held meetings with various USM community members in or around early May 2022 in which he repeated some of these claims and openly boasted that he was responsible for the decision to terminate the Robinson Children’s enrollment.

75. Such improper and misguided conduct is not that of a professional who is making fair-minded determinations of USM’s best interests. To the contrary, Mr. Hancock’s repeated, reckless, false and slanderous claims confirm that Mr. Hancock dismissed the Robinson Children

solely out of an improper motive to silence and punish the Robinsons—without even *considering* USM’s best interests.

76. USM’s press releases and public messages have followed the same playbook, maliciously attempting to smear the Robinsons rather than explain how the dismissal of the Robinson Children could possibly have been warranted. In a April 22, 2022 communication to the USM community, USM asserted that the Robinsons, who had been participating in the remote learning program during the 2020-2021 school year, somehow “deprived [USM] teachers and administrators of [a] *physically and emotionally safe* environment” (emphasis added). These utterly false claims of physical harm or intimidation of USM teachers and administrators are conspicuously absent from USM’s motion to dismiss the Robinsons’ original complaint, despite its gratuitous factual narrative, *see* Dkt. No. 14—undoubtedly because USM knows that its claims have no basis in reality and were made with actual malice.

77. Similarly invented is USM’s claim in its motion to dismiss that it terminated the Robinson Children in USM’s “best interests.” Indeed, before USM filed its motion to dismiss, nobody at USM once pointed to the Enrollment Contract’s provision requiring a determination of USM’s “best interests.” It was not mentioned in the April 14 Termination Email. It was not mentioned during the June 15, 2021 meeting with Mr. Hancock. It was not mentioned in the June 21 Termination Letter. Nor was it mentioned in the April 22, 2022 USM Community Announcement, the May 19, 2022 USM Community Announcement, or USM’s comments in a May 23, 2022 *Milwaukee Journal Sentinel* article. The fact that USM relied on its purported “best interests” for the first time in its motion to dismiss the Robinsons’ original complaint confirms that it is nothing but an after-the-fact attempt to cover for the rash, vindictive, and improper actions of its Head of School, Mr. Hancock.

78. By dismissing the Robinson Children on the basis of a desire to retaliate against the Robinsons for raising inconvenient and uncomfortable concerns about how USM treated its students of color and underrepresented students, USM breached its express obligation under the Enrollment Contract to make material, discretionary determinations with fairness and honesty, as required by the Common Trust and the Student Handbook. USM further breached the implied covenant of good faith and fair dealing under Wisconsin law by failing to exercise its discretion to make enrollment decisions reasonably and in good faith. USM's conduct further constitutes violations of the Wisconsin Deceptive Trade Practices Act and the Wisconsin Unfair Trade Practices Act, and gives rise to a claim for arbitrary and capricious termination under Wisconsin common law.

79. As a direct result of USM's unlawful breaches, the Robinsons were forced to uproot their children from the school that had been their educational home during some of the most formative years of their lives. USM's actions caused the Robinson children to lose close friendships and educational relationships with faculty and staff. The Robinsons were required to find new schools and a new community for the Robinson Children within a compressed period of two months, due to USM's arbitrary, capricious, unwarranted, and bad faith actions. The Robinsons incurred losses including costs related to the search for a new school, loss of the use of tuition funds held by USM before their return, lost work time devoted to their children's well-being and the search for a new school, and other harm to be established at trial.

**COUNT ONE:
BREACH OF CONTRACT**

80. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

81. Plaintiffs and USM entered into binding Enrollment Contracts with respect to the Robinson Children, which incorporate by reference USM’s Common Trust, the Student Handbook, and the Parent-School Partnership, among other documents.

82. The Enrollment Contracts were valid and enforceable contracts between Plaintiffs and USM, and were supported by ample consideration, including thousands of dollars in tuition.

83. The Plaintiffs fully performed every obligation they owed to USM under the Enrollment Contracts. The Robinsons timely paid any and all tuition amounts and other monies required under the Enrollment Contracts and otherwise fully performed.

84. The Enrollment Contracts, including the incorporated Common Trust and Student Handbook, expressly obligated USM to make enrollment and disciplinary determinations with “respect, trust, honesty, fairness, and kindness.”

85. In terminating the Enrollment Contracts for the Robinson Children as retaliation against the Robinsons for raising concerns about USM’s treatment of students of color and other underrepresented students in accordance with USM’s own stated procedures, and lying about its reasons for doing so, USM breached its express obligations to make enrollment determinations with “honesty” and “fairness.”

86. Plaintiffs have suffered damages as a result of USM’s breaches, including but not limited to monetary harm, harm arising from the loss of continuity in education for their children, and reputational harm.

**COUNT TWO:
VIOLATION OF WISCONSIN DECEPTIVE TRADE PRACTICES ACT
(WIS. STAT. ANN. § 100.18)**

87. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

88. Under the Wisconsin Deceptive Trade Practices Act, § 100.18, “[n]o person, firm, corporation or association . . . with intent to induce the public in any manner to enter into any contract or obligation relating to the purchase, sale, hire, use or lease of any . . . service, shall make, publish, disseminate, circulate, or place before the public . . . an advertisement, announcement, statement or representation of any kind to the public relating to such . . . service . . . or . . . representation or statement of fact which is untrue, deceptive or misleading.” Wis. Stat. Ann. § 100.18 (1).

89. As described above, USM made multiple, repeated representations to the public, including Plaintiffs, about USM’s commitment to diversity, equity, and inclusion, with the intent to induce the Robinsons to enroll the Robinson Children at USM. These representations occurred repeatedly over the course of five years, from 2016 to 2021.

90. The representations made by USM to the public and Plaintiffs include, but are not limited to, representations that USM would: (i) “foster an equitable and inclusive community for students, their families, and our administration, faculty, and staff”; (ii) “embrace[] diversity in all of these various forms, including race, ethnicity, national origin, socioeconomic status, religion, sexual orientation, ability, gender, and age”; and (iii) recognize “and respect [that] the diversity of backgrounds and experiences is fundamental to building a learning community[.]”

91. As a result of those misrepresentations, Plaintiffs heavily invested in USM by enrolling the Robinson Children at USM for five years, signing ten separate, yearly enrollment contracts and paying private school tuition fees for each child and for each year, volunteering time and money for USM events, and engaging in dialogue regarding the betterment of USM. Each of these years, including for the 2020-2021 school year, USM’s repeated false and misleading representations induced Plaintiffs to sign a new Enrollment Contract with USM for each child, just

as USM had intended. Plaintiffs repeatedly chose to reenroll the Robinson Children and forgo other educational opportunities in reliance on USM's representations and alleged commitment to diversity.

92. USM's representations were untrue, deceptive, and misleading. As described above, USM did not "foster an equitable and inclusive community," "embrace[] diversity[,]" or recognize "and respect . . . the diversity of backgrounds and experience" of its students.

93. USM knew or should have known its representations were untrue, deceptive, and misleading, and that the Plaintiffs would rely upon the repeated and advertised misrepresentations that occurred over the course of multiple years. Had the Plaintiffs known that USM misrepresented its commitment to diversity as stated publicly on its website and embodied in its Common Trust, the Robinsons would not have enrolled the Robinson Children at USM each year, including for the 2020-2021 school year. The Robinsons further would not have sought to reenroll the Robinson Children at USM for the 2021-2022 school year.

94. The Wisconsin Deceptive Trade Practices Act entitles injured parties to "twice the amount of such pecuniary loss, together with costs, including reasonable attorneys fees." Wis. Stat. Ann. § 100.18(b)(2).

95. As a proximate cause of USM's misrepresentations, the Plaintiffs suffered a pecuniary loss in the form of tuition payments and costs incurred searching for and securing alternate educational services, the loss of the use of funds, and other losses to be proven at trial.

96. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, doubled per the Act, and also are entitled to recover their costs and reasonable attorney's fees pursuant to Wisconsin Statute § 100.18.

**COUNT THREE:
VIOLATION OF WISCONSIN UNFAIR TRADE PRACTICES ACT
(WIS. STAT. ANN. § 100.20(1t))**

97. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

98. Under the Wisconsin Unfair Trade Practices Act, § 100.20(1t), “[i]t is an unfair trade practice for a person to provide any service which the person has the ability to withhold that facilitates or promotes an unfair method of competition in business, an unfair trade practice in business, or any other activity which is a violation of this chapter.”

99. As described in detail above, USM unfairly abused its position of leverage to withhold critical educational services by terminating the Robinson Children’s enrollment, having no good faith basis to do so, all after expressly accepting and assuring the Robinsons that their children would have a place at USM for the upcoming school year, inducing Plaintiffs to rely on USM’s actions and representations, and causing the Plaintiffs to forgo other educational services. USM’s unfair, wanton and willful misconduct is especially egregious given that the Robinson Children were model USM students with absolutely no history of academic or conduct issues.

100. USM’s actions constitute unfair trade practices under Wisconsin law.

101. The Wisconsin Unfair Trade Practices Act provides a private remedy to any person sustaining a pecuniary loss resulting from unfair competitive or trade practices, including without limitation by unfairly withholding services to a Wisconsin consumer. *Reusch v. Roob*, 234 Wis. 2d 270 (2000) (private remedy under Wisconsin Unfair Trade Practices Act is “available to any person sustaining a pecuniary loss resulting from unfair competitive or trade practices,” including misconduct prohibited in the same statute under § 100.20(1t)).

102. The Wisconsin Unfair Trade Practices Act entitles injured parties to “twice the amount of such pecuniary loss, together with costs, including a reasonable attorney’s fee.” Wis. Stat. Ann. § 100.20(5).

103. As a proximate result of USM’s unfair action of withholding critical educational services without a proper basis, Plaintiffs sustained a pecuniary loss in the form of tuition payments and costs incurred searching for and securing alternate educational services, the lost use of funds, and other losses to be proven at trial.

104. Plaintiffs are entitled to an award of damages in an amount to be determined at trial, doubled per the Act, and also are entitled to recover their costs and reasonable attorney’s fees pursuant to Wisconsin Statute § 100.20.

**COUNT FOUR:
PROMISSORY ESTOPPEL**

105. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

106. USM represented and promised to Plaintiffs that A.O.R. would be welcomed back to USM for the 2021-2022 school year, irrespective of the conversations between USM and Plaintiffs regarding USM’s curriculum and treatment of its students of color and students from underrepresented backgrounds. At no point did USM indicate to Plaintiffs, prior to sending the April 14 Termination Email, that USM would not uphold its promise to provide education for A.O.R.

107. USM knew or should have known that its representations and offer of an enrollment contract for A.O.R. would cause Plaintiffs to rely upon USM’s contractual offer, its representations and promises, and cause Plaintiffs not to look for other educational opportunities outside of USM.

108. Indeed, USM's offer of enrollment for A.O.R, and USM's representations and promises, caused Plaintiffs to rely upon the offered enrollment contract and not to look for other educational opportunities. Because of USM's conduct, Plaintiffs were forced to forgo other educational opportunities for A.O.R. that they otherwise would have secured in the absence of USM's representations and promises.

109. Injustice can only be avoided if USM compensates Plaintiffs such that Plaintiff would be restored to the position that Plaintiffs would be in if USM had fulfilled its promise.

**COUNT FIVE:
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

110. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

111. Plaintiffs and USM entered into binding Enrollment Contracts for the Robinson Children, which incorporate by reference USM's Common Trust, the Handbook, and the Parent-School Partnership, among other documents. The Robinsons performed any and all obligations due under the contracts, including paying tuition.

112. The Enrollment Contracts are valid and enforceable contracts between Plaintiffs and USM, and are supported by ample consideration.

113. Inherent in every Wisconsin contract is the implied promise of good faith and fair dealing. Although USM does not retain, as it has claimed, unqualified "sole discretion" to make termination, enrollment, and reenrollment determinations under the Enrollment Contracts, even if it did, USM "must exercise that discretion reasonably and with proper motive, and may not do so arbitrarily, capriciously or in a manner inconsistent with the reasonable expectations of the parties." *Friends of Maple Grove, Inc. v. Merrill Area Common Pub. Sch. Dist.*, 397 Wis. 2d 139, 169 (Wis. Ct. App. 2021).

114. The Robinson Children were enrolled at USM and were considered model students. The Robinson Children had no academic or behavioral issues at the time USM terminated the Enrollment Contracts and offers of enrollment.

115. USM breached its implied duty of good faith and fair dealing by unreasonably terminating the Robinsons' Enrollment Contracts and denying the Robinson Family reenrollment in direct retaliation against the Robinsons for advocating for their children's education and raising concerns with USM's inequitable treatment of its students of color and other underrepresented students. In so doing, USM exercised its discretion under the Enrollment Contracts unfairly, unreasonably, arbitrarily, capriciously, for improper purposes, and in a manner inconsistent with the reasonable expectations of the parties.

116. As a result of USM's breach of its duty of good faith and fair dealing, Plaintiffs did not receive the benefit of the bargain for which they contracted and have suffered damages, including but not limited to monetary harm, harm arising from the loss of continuity in education for their children, loss of the use of funds, and reputational harm.

**COUNT SIX:
ARBITRARY AND CAPRICIOUS TERMINATION**

117. Plaintiffs incorporate by reference all of the allegations of this Complaint as though fully set forth herein.

118. Because USM's termination of the Robinson Children's enrollment was not based upon, and could not have been based upon, the Robinson Children's academic performance or conduct given their stellar records at the school, USM's termination decision did not implicate the school's judgment or discretion with regard to student academics or conduct. Instead, USM made an unfair and unreasonable decision to breach its obligations, terminating the Robinson Children's

enrollment in retaliation against the Robinsons' raising reasonable concerns and inquiries to USM's administration.

119. Consequently, the enhanced "arbitrary and capricious" standard sometimes applied to student disciplinary and academic decisions is not directly applicable here. To the contrary, ordinary pleading and evidentiary standards under Wisconsin law applicable to contract, tort, and consumer protection claims should control.

120. Nonetheless, and in the alternative to Plaintiffs' primary contentions, should it be determined that the arbitrary and capricious standard does in fact apply to USM's decision to terminate the Robinson Children's enrollment, USM's willful and wanton misconduct easily meets that heightened standard for all of Plaintiffs' claims.

121. In addition to the above causes of action set forth in Counts One through Five, this Count states a specific claim under Wisconsin common law, pursuant to *Frank v. Marquette University*, 245 N.W. 125, 127 (Wisc. 1932), for arbitrary and capricious termination. See *Reidinger v. Bd. of Regents of Univ. of Wis. Sys.*, 241 Wis. 2d 49 (Ct. App. 2000); *Lambert v. Med. Coll. of Wis.*, 192 Wis. 2d 764 (Ct. App. 1995); *Cosio v. Med. Coll. of Wis., Inc.*, 139 Wis. 2d 241 (Ct. App. 1987).

122. The Robinson Children were enrolled at USM and were considered model students. The Robinson Children had no academic or behavioral issues at the time USM terminated the enrollment contracts for the Robinson Children.

123. Based on the conduct alleged herein and pursuant to *Frank v. Marquette Univ.*, 245 N.W. 125, 127 (Wisc. 1932), USM acted arbitrarily and capriciously in terminating the Enrollment Contracts for the Robinson Children because USM had no sufficient reason to terminate the enrollment of the Robinson Children and acted contrary to USM's obligation to make a

“reasonabl[e]” decision with regard to the enrollment contracts for the Robinson Children for the 2021-2022 academic year.

124. USM further acted arbitrarily and capriciously in its decision to terminate the Enrollment Contracts for the Robinson Children by failing to provide any prior warning or notice of USM’s intention to take such extreme measures, and by summarily dismissing the Robinson Children without providing any opportunity for the Robinsons to be heard or to respond to USM’s asserted grounds for termination.

125. USM’s behavior was a substantial departure from accepted academic norms sufficient to demonstrate that USM and Mr. Hancock did not exercise professional judgment in making their wrongful decisions to terminate the Enrollment Contracts of the Robinson Children who were model students and “portrait[s] of a graduate.” Because USM has conceded, as it must, that the Robinson Children were model students with no academic or behavior issues, the deferential review standard sometimes applied to school disciplinary and performance actions, addressed in *Frank v. Marquette University*, 245 N.W. 125, 127 (Wisc. 1932), should not apply here. But even if it does, USM’s misconduct easily satisfies *Frank’s* arbitrary and capricious standard. Indeed, USM’s hasty termination of the Robinson Children’s enrollment without due process, and despite their excellent academic records and contributions to the school community, is the epitome of arbitrary and capricious decision-making.

126. As a result of USM’s arbitrary and capricious behavior, the Robinsons have incurred damages, including but not limited to monetary harm, harm arising from the loss of continuity in education for their children, loss of the use of funds, and reputational harm.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter an order:

1. For a monetary award of all damages suffered by the Plaintiffs as a result of Defendant's actions, as described above;
2. For recovery of statutory costs, disbursements, and expenses, including attorneys' fees;
3. For such other and further relief as the Court may deem just and equitable.

JURY DEMAND

Plaintiffs demand a trial of all claims by jury.

Signed upon the 8th day of June, 2022.

Respectfully Submitted:

Electronically Signed By Kimberley Cy. Motley

Kimberley Cy. Motley

Motley Legal Services

2206 Bonnie Butler Way,

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ATTORNEY FOR PLAINTIFFS

CRAIG ROBINSON AND KELLY ROBINSON

CRAIG ROBINSON and KELLY ROBINSON,

Plaintiffs,

v.

File No.: 2022 CV 002488

UNIVERSITY SCHOOL OF MILWAUKEE
2100 W Fairy Chasm Rd.
River Hills, WI 53217

SUMMONS

Defendant

THE STATE OF WISCONSIN, To each person named above or as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 901 N. 9th St., Milwaukee, Wisconsin 53233, and to Kimberley Motley, Plaintiffs' attorney, whose address is 2206 Bonnie Butler Way, Charlotte, North Carolina, 28270.

You may have an attorney help or represent you. If you do not provide a proper answer within (45) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Signed upon the 8th day of June, 2022.

Respectfully Submitted:

Electronically Signed by Kimberley Cy.

Motley Kimberley Cy. Motley

Motley Legal Services

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ATTORNEY FOR PLAINTIFFS

CRAIG ROBINSON AND KELLY ROBINSON

