

DOCKET NO.: WWM-CV-21-5012142-S : SUPERIOR COURT
JANE DOE : J.D. OF WINDHAM
V. : AT PUTNAM
HYDE SCHOOL AT SOUTH WOODSTOCK, INC. :
and HYDE SCHOOL : AUGUST 28, 2024

MOTION FOR SUMMARY JUDGMENT

Pursuant to Practice Book section 17-44 et seq., the defendants, Hyde School at South Woodstock, Inc. and Hyde School, respectfully move for summary judgment on all of the Plaintiff's claims in her Amended Complaint dated June 20, 2024 filed at Entry No. 144.00. The Plaintiff's claims are for negligence, negligent infliction of emotional distress, and negligent hiring, retention, supervision, and training. There is no genuine issue of material fact that the Plaintiff has no evidence of the alleged perpetrators' (two male campers) propensity to commit violence, which defeats her negligence and negligent infliction of emotional distress claims as a matter of law; and no evidence of any particular member of the Defendants' camp staff's propensity to cause the general type of harm she has alleged, which defeats her negligent hiring, retention, supervision, and training claims as a matter of law. The Defendants submit a memorandum of law and exhibit, portions of the Plaintiff's deposition transcript, with this motion.

Wherefore, the Defendants respectfully move that the court grant this motion and enter summary judgment in their favor on all counts of the Plaintiff's Amended Complaint.

Matter # 300-0371

DEFENDANTS,
HYDE SCHOOL AT SOUTH WOODSTOCK, INC.
and HYDE SCHOOL

By /s/ Russell J. Bonin
Russell J. Bonin
David G. Hill & Associates, LLC
Their Attorneys

CERTIFICATION

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on this 28th day of August 2024, to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties of record who received or will immediately be receiving electronic delivery.

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/s/ Russell J. Bonin
Russell J. Bonin

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MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Pursuant to Practice Book section 17-44 et seq., the defendants, Hyde School at South Woodstock, Inc. and Hyde School, respectfully submit this memorandum of law in support of their Motion for Summary Judgment.

I. FACTS

A. Procedural Background and Amended Complaint

The plaintiff makes allegations against two defendants: Hyde School at South Woodstock, Inc. (in the First through Sixth Counts) and Hyde School (in the Seventh through Twelfth Counts).¹ Her allegations against Hyde School at South Woodstock, Inc. and against Hyde School are identical except for the identity of the defendants. She makes the following legal claims:

- Negligence (First and Seventh Counts);
- Negligent Infliction of Emotional Distress (Second and Eighth Counts);
- Negligent Supervision and Training (Third and Tenth Counts); and
- Negligent Hiring and Retention (Fifth and Eleventh Counts).

i. Allegations common to all counts

In her Amended Complaint, the plaintiff alleges that in the summer of 2005, as a minor, she was a camper at the defendants' Summer Leadership Challenge program, a

¹ She withdrew the Fourth, Sixth, Tenth, and Twelfth Counts.

co-ed multi-week overnight summer camp in which campers slept in tents or cabins, open to children between the ages of thirteen to eighteen at their campus in Woodstock, Connecticut.² She alleges that the defendants hired agents, servants and/or employees to act as camp staff; the defendants had a duty to supervise, train, and/or monitor their camp staff, and that the camp staff was responsible for overseeing the campers, maintaining order and/or protecting the safety of campers, and did so under the direction, supervision and/or control of the defendants.³ She alleges that she was awoken in the middle of the night by two male campers and taken to a secluded spot where they made sexual contact with her.⁴ She alleges physical and psychological injuries, and other losses, as result of the sexual contact.⁵

ii. Negligence allegations
(First and Seventh Counts)

The plaintiff alleges that the sexual contact with the male campers was caused by the negligence and carelessness of the defendants, their agents, servants, and/or employees, in that the defendants:

- a. had a duty to supervise its campers yet failed to do so when it knew or should have known that they posed a foreseeable risk of harm to others, such as her;
- b. failed to properly observe, monitor, and/or control the actions of its campers, particularly the two male campers who made sexual contact with her;
- c. negligently placed the tents and/or cabins of its female campers near members of the opposite sex;
- d. failed to implement proper safeguards and/or procedures to ensure the safety and security of its campers;
- e. failed to appoint and/or directs its camp staff to perform periodic checks on its campers throughout the night;
- f. negligently left the campers alone when they knew or should have known it was unsafe to do so;

² Amended Complaint, ¶¶ 4, 6-7 of all counts.

³ Amended Complaint, ¶¶ 8-10 of all counts.

⁴ Amended Complaint, ¶¶ 11-12 of all counts.

⁵ Amended Complaint, ¶¶ 14-16 of all counts.

- g. failed to appoint and/or directs its camp staff to supervise its campers throughout the night;
- h. failed to implement proper safeguards and/or procedures to ensure that its campers did not sneak out at night;
- i. failed to have adequate personnel to properly observe, monitor, and/or control the actions of its campers, particularly the two male campers who made sexual contact with her;
- j. failed to ensure that its campers were behaving appropriately and/or professionally toward other campers including her;
- k. failed to implement procedures and/or policies to protect people such as her from campers in its charge;
- l. failed to warn the plaintiff that other campers had a propensity to behave in a dangerous, violent, and/or inappropriate manner, and/or
- m. caused, allowed and/or permitted an insufficient supervision of its campers when it knew or should have known that some campers had a propensity to behave in a dangerous, violent, and/or inappropriate manner.⁶

**iii. Negligent Infliction of Emotional Distress allegations
(Second and Eighth Counts)**

The plaintiff incorporates the same liability allegations from the negligence claims⁷, then adds that the defendants, by their negligence, their actions, and/or the actions of their agents, servants or employees, knew or should have known that their actions would create an unreasonable risk of causing emotional harm or distress, or other bodily injury, to her.⁸

**iv. Negligent Supervision and Training allegations
(Third and Ninth Counts)**

The plaintiff alleges that the sexual contact with the male campers was caused by the negligence and carelessness of the defendants, their agents, servants, and/or employees, in that the defendants:

- a. had a duty to supervise its camp staff, yet failed to do so when it knew or should have known that they posed a foreseeable risk of harm to others, such as her;

⁶ Amended Complaint, ¶ 13 of First and Seventh Counts.

⁷ Amended Complaint, ¶ 13 of Second and Eighth Counts.

⁸ Amended Complaint, ¶¶ 17-18 of the Second and Eighth Counts.

- b. failed to properly supervise and/or train its camp staff, even though it knew or should have known that its failure to supervise could cause injury to others, including her;
- c. had a duty to train and/or adequately train its camp staff, yet failed to do so when it knew or should have known that such failure posed a foreseeable risk of harm to others, such as her;
- d. knew or should have known that failing to train and/or supervise its camp staff would pose a foreseeable risk of harm to others, such as her, when their responsibilities as an agent, servant, and/or employee included interacting protecting the safety of other campers;
- e. failed to properly observe, monitor, and/or control the actions of its camp staff;
- f. failed to have adequate personnel to properly observe, monitor, and/or control the actions of its campers, particularly the two male campers who made sexual and physical contact with the minor plaintiff;
- g. failed to monitor the actions of its camp staff while they were in charge of providing care and safety for its campers;
- h. failed to ensure that its camp staff was behaving appropriately and/or professionally toward other campers, including her;
- i. failed to implement procedures and/or policies to protect people such as her from campers in its charge;
- j. failed to warn the plaintiff that other campers had a propensity to behave in a dangerous, violent, and/or inappropriate manner; and/or
- k. caused, allowed and/or permitted an insufficient supervision of its campers when it knew or should have known that some campers had a propensity to behave in a dangerous, violent, and/or inappropriate manner.⁹

The plaintiff also alleges that the two unknown male campers made sexual contact with her as a result of the failure of the defendants, their agents, servants and/or employees, to properly supervise, train, and/or monitor the campers.¹⁰

v. Negligent Hiring and Retention allegations
(Fifth and Eleventh Counts)

The plaintiff alleges that the sexual contact with the male campers was caused by the negligence and carelessness of the defendants, their agents, servants, and/or employees, in that the defendants:

⁹ Amended Complaint, ¶ 13 of Third and Ninth Counts.

¹⁰ Amended Complaint, ¶ 14 of the Third and Ninth Counts.

- a. failed to investigate the background of its camp staff, even though it knew or should have known that failing to do so risked the health and safety of the public, customers, and/or potential customers, including her;
- b. failed to adequately investigate the background of its camp staff, even though it knew or should have known that failing to do so risked the health and safety of the public, customers, and/or potential customers, including her;
- c. knew or should have known that its camp staff behaved in a negligent manner around its campers, yet failed to take actions to address this behavior;
- d. knew or should have known that its camp staff was unfit to protect the safety of its campers, yet failed to address this; and/or
- e. knew or should have known of the background of its camp staff and yet hired him when they knew or should have known that hiring said staff risked the health and safety of its campers, including her.¹¹

B. Deposition of the Plaintiff

In the summer of 2005 the plaintiff was 16 years old.¹² She had never been to Hyde before the summer camp of 2005.¹³ Camp lasted about four or five weeks¹⁴ and the incident with the male campers occurred toward the end of the camp.¹⁵ The plaintiff had zero incidents with any boys at the camp verbally, physically, or sexually harassing her before the incident.¹⁶ She recalls the camper who sexually assaulted was named Sam, but she could not remember the other boy's name.¹⁷ As to the incident itself, she testified that:

I was in my tent, and someone woke me up, someone unzipped the tent and woke me up. I saw – I couldn't, I couldn't really see because it was dark, but a voice was telling me that there had been an emergency, and all the campers were in the woods, and I needed to come out to the woods, that the camp had – they had abandoned everything behind, and that I needed to come into the woods with them. So, I followed them into the woods.¹⁸

¹¹ Amended Complaint, ¶ 13 of Fifth and Eleventh Counts.

¹² Plaintiff Depo. Tr., p. 40, lines 19-25 and p. 41, lines 1-4.

¹³ Plaintiff Depo. Tr., p. 40, lines 16-18 and p. 41, lines 5-8.

¹⁴ Plaintiff Depo. Tr., p. 42, lines 5-7.

¹⁵ Plaintiff Depo. Tr., p. 44, lines 11-16.

¹⁶ Plaintiff Depo. Tr., p. 64, lines 22-25 and p. 65, line 1.

¹⁷ Plaintiff Depo. Tr., p. 65, lines 2-6.

¹⁸ Plaintiff Depo. Tr., p. 67, lines 15-22.

Her campmate remained in the tent, which she did not wonder about because she was sort of confused and half asleep.¹⁹ Her tent was among many tents, but she did not notice any other campers walking toward the woods.²⁰ She further testified that:

The boy, Sam, said that he wanted to have sex with me, and that basically we were out in the middle of the woods now, and that I would have to have sex with him or that, you know, he could force himself upon me, and that no one was going to hear me out here in the woods, and so I had to do what he says. And he was talking to the other boy and asking him what he wanted to do, and he said, the other boy said I'm just going to stand over here for a while. So, then Sam made me perform oral sex on him, and made me have intercourse with him. And then I heard yelling outside of the woods, and him and the other boy, I believe the other boy was there with him, they went and left the woods to go back towards the camp, and I stayed in the woods for a few minutes, and then I walked back to camp.²¹

The plaintiff said she was not physically forced to perform oral sex or have intercourse, but felt she would have been because that's what Sam told her.²² Nothing happened between the plaintiff and the other boy.²³ The plaintiff had no other incident, or even interaction, with Sam or the other boy during her time at the camp.²⁴ She went back to her tent after the incident.²⁵ The tent itself was on an island, and she only spent a brief period of time—"several days"—on the island at the summer camp.²⁶ She testified that "maybe 12 to 15 kids" were on the island.²⁷ She believes there were two staff members on the island; she believes they were a man and a woman; and she does

¹⁹ Plaintiff Depo. Tr., p. 67, lines 24-25 and p. 68, lines 1-5.

²⁰ Plaintiff Depo. Tr., p. 68, lines 6-11.

²¹ Plaintiff Depo. Tr., p. 68, lines 15-25 and p. 69, lines 1-3.

²² Plaintiff Depo. Tr., p. 69, lines 20-25 and p. 70, lines 1-6.

²³ Plaintiff Depo. Tr., p. 69, lines 11-12.

²⁴ Plaintiff Depo. Tr., p. 69, lines 14-16 and p. 70, lines 10-17.

²⁵ Plaintiff Depo. Tr., p. 71, lines 14-15.

²⁶ Plaintiff Depo. Tr., p. 73, lines 16-25 and p. 74, lines 1-2.

²⁷ Plaintiff Depo. Tr., p. 74, lines 2-7.

not recall any other staff members on the island at that time.²⁸ However, she admitted it was possible that there were other staff members on the island and she just did not see them and/or does not recall them.²⁹

The plaintiff doesn't know of any other camper, whether in 2005 or any other year, who was sexually harassed, sexually assaulted, or sexually abused on that island.³⁰ Expanding on that, she doesn't know of any other camper, whether in 2005 or any other year, who was sexually harassed, sexually assaulted, or sexually abused at the defendants' summer camp as a whole, not just limited to the island.³¹

Other than the incident alleged in her complaint, the plaintiff did not recall any individual situations or experiences regarding problems at Hyde because of inadequate staff or because of bringing campers to the island.³²

II. SUMMARY JUDGMENT STANDARD

Summary judgment shall be rendered if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rompney v. Safeco Ins. Co. of America, 310 Conn. 304, 312 (2013); Practice Book § 17-44. Although the burden of showing the non-existence of any material fact is on the movant, it is incumbent on the party opposing the summary judgment to provide an evidentiary foundation from which it can be determined that a genuine issue of material fact exists. Rivera v. Double A. Transp., Inc., 248 Conn. 21, 23 (1999). Mere assertions of fact contained in a complaint

²⁸ Plaintiff Depo. Tr., p. 88, lines 22-23 and p. 89, lines 4-9.

²⁹ Plaintiff Depo. Tr., p. 89, lines 10-13.

³⁰ Plaintiff Depo. Tr., p. 90, lines 5-8.

³¹ Plaintiff Depo. Tr., p. 90, lines 9-16.

³² Plaintiff Depo. Tr., p. 92, lines 4-12.

or in a brief are insufficient to establish the existence of a material fact, and accordingly, cannot refute evidence properly presented to the court. Kakadelis v. DeFabritis, 191 Conn. 276, 281 (1983). When a motion for summary judgment is supported by affidavits or other documents, an adverse party, by affidavit or other documents, must set forth facts showing that there is a genuine issue for trial, for if he does not, the court is entitled to rely upon facts stated in the movant's affidavit. Bartha v. Waterbury House Wrecking Co., 190 Conn. 8, 11-12 (1983).

III. ARGUMENT

A. Negligence:

There is no genuine issue of material fact that the Defendants were not on notice of the propensity of the two male campers to commit the alleged sexual contact. Thus, the alleged sexual contact was not reasonably foreseeable and the Plaintiff cannot establish the element of duty.

In order to prevail on her negligence claim, the Plaintiff must establish that the alleged sexual contact by the campers was reasonably foreseeable. She cannot meet this burden as a matter of law. "[T]he essential elements of a cause of action in negligence are well established: duty, breach of that duty; causation; and actual injury." Klein v. Norwalk Hospital, 299 Con. 241, 256 (2010). "The existence of a duty is a question of law and only if such a duty is found to exist does the tier of fact then determine whether the defendant violated that duty in the particular situation at hand...[T]he test for the existence of a legal duty of care entails (1) a determination of whether an ordinary person in the defendant's position, knowing what the defendant knew or should have known, would anticipate harm of the general nature of that suffered was likely to result, and (2) a determination, on the basis of a public policy analysis, of whether the defendant's responsibility for its negligent conduct should

extend to the particular consequence or particular plaintiff in the case...The first part of the test invokes the question of foreseeability..." Nehaus v. DeCholnoky, 280 Conn. 190, 217-18 (2006).

In the case at bar, the summer camp where the alleged incident took place in 2005 was the one and only summer camp operated by the defendants that the Plaintiff ever attended. The summer camp lasted about four or five weeks, and the incident occurred near the end of the camp. The plaintiff did not have any incidents with any boys at the camp verbally, physically, or sexually harassing her before the incident. The incident occurred with the two male campers waking her up in her tent with a ruse that there was an emergency, walking her out to the woods, and then her performing oral sex and having intercourse with one of them. The Plaintiff was not physically forced to engage in those acts, but she felt she would have been forced to because the boy she engaged in those acts with said he would have forced her. Nothing happened with the other boy. The Plaintiff had no other incident, or even interaction, with either of those boys during her time at the camp. The plaintiff does not know of any other camper, whether in 2005, or any other year, who was sexually harassed, sexually assaulted, or sexually abused on the island where the incident allegedly occurred, or anywhere at the defendants' summer camp. Other than the incident alleged in her complaint, the plaintiff did not recall any relevant individual situations or experiences regarding problems at Hyde because of inadequate staff or because of bringing campers to the island.

These facts, all taken from the Plaintiff's deposition testimony, show that the alleged incident was not reasonably foreseeable. The Plaintiff's only evidence of an alleged failure is the incident itself. The Plaintiff has no evidence of any other similar

incidents at the defendants' camp in 2005, or any year. The defendants are not required to be clairvoyant.

Paragraph 13l is particularly instructive as to the wide net the Plaintiff has cast, because it does not even allege that the two boys involved in the alleged incident had a propensity to behave in a dangerous, violent, and/or inappropriate manner but rather that "other campers" had this alleged propensity. The Plaintiff does not identify the other campers, and, even assuming she means only the two campers involved in the alleged incident, she has no evidence of any such propensity. It's an empty allegation.

None of the Plaintiff's allegations in paragraph 13 allege something that was reasonably foreseeable, unless it is reasonable to assume that boys have, as an immutable characteristic, the propensity to commit sexual assaults if the opportunity presents itself. If such generalities are all it takes to establish foreseeability in a particular case, then foreseeability is a meaningless requirement. Do camp operators have to assume the absolute worst about boys in general and run their camps accordingly? Is that the frame of mind the ordinary person in the defendants' position is legally required to have? The answers to those questions are no. Acts of violence are not foreseeable without some knowledge of the propensity of the perpetrator or knowledge of similar past incidents. Without such knowledge such acts are random, not predictable. The Plaintiff's deposition testimony makes plain that she had no knowledge of the propensity (or lack thereof) for violence of any campers, and no knowledge of any similar incidents (or lack thereof) at the defendants' camp. The requirement is *reasonable* foreseeability, not simply foreseeability. Anything is possible. The modifier *reasonable* grounds the concept to the particular circumstances.

The courts have granted motions for summary judgment for lack of foreseeability in similar contexts as this case. In Gough v. Saint Peter's Episcopal Church, 143 Conn. App. 719 (2013), the plaintiff alleged that a priest employed by the defendant sexually molested him when he was twelve years old, including stroking his penis and performing oral sex on him. The Superior Court granted the motion for summary judgment on the negligence claim, stating "the undisputed evidence establishes that those who knew Jacques before and during his service at St. Peter's had no knowledge, no suspicion and no basis for any knowledge or suspicion that Jacques had abused or would abuse anyone. Thus, there is no genuine issue of material fact concerning whether the defendants should have anticipated the harm of the general nature of that suffered was likely to result.... In other words, it was not reasonably foreseeable to the defendants that Jacques would abuse the plaintiff." (Citation omitted; internal quotation marks omitted). Id. at 727.

The plaintiff appealed, and the Appellate Court affirmed the entry of summary judgment:

[The plaintiff] argues, "[i]f it is foreseeably necessary to have in place a policy to prohibit members of the clergy from engaging in sexual abuse of members of the church, it is foreseeable that such might occur in the absence of supervision." More broadly, he argues that it is foreseeable that some adults will abuse some children, and that therefore it was foreseeable that Jacques would abuse the plaintiff. In short, the plaintiff asks this court to adopt a literal foreseeability test, the result of which would be strict liability for harms occurring in situations where adults are supervising children.

As our Supreme Court has noted, "virtually all harms, in hindsight, are literally foreseeable." (Internal quotation marks omitted.) *Lodge v. Arett Sales Corp.*, 246 Conn. 563, 575, 717 A.2d 215 (1998). For this reason, our Supreme Court has rejected a literal foreseeability test. See *id.*, at 576–77, 717 A.2d 215 ("[T]he conclusion that a particular injury to a particular plaintiff or class of plaintiffs possibly is foreseeable does not, in

itself, create a duty of care.... Many harms are quite literally foreseeable ... [but] liability attaches only for *reasonably* foreseeable consequences.” ... Thus, without any evidence indicating that it was reasonably foreseeable that Jacques would cause the type of harm that the church's policies sought to prevent, the plaintiff's argument that the church's policies created a duty owed to him by the defendants must fail. The plaintiff did not submit any evidence to controvert the uncontested evidence provided by the defendants that no one who knew Jacques saw, heard or observed anything that alerted them that Jacques would harm anyone in any manner ... Without any specific facts that reasonably could give rise to an inference that the sexual abuse of the plaintiff was the foreseeable result of any act or omission by the defendants, the plaintiff's allegation that the defendants knew or should have known that Jacques had or would harm the plaintiff is unsupported. Thus, it cannot survive a motion for summary judgment.

Id. at 730-31.

There is significant caselaw concerning sexual abuse of minors in which courts have granted motions for summary judgment for lack of evidence of foreseeability. In addition to Gough, further examples are: Salamone v. Wesleyan University, Superior Court, judicial district of Middlesex, Docket No. CV176018578S (Jan. 8, 2020) (2020 WL 749221 (resident advisor of dormitory hall lured minors to his dorm room and sexually abused, assaulted, and exploited them on several occasions over three years); and Doe v. Pahl, Superior Court, judicial district of New Britain, Docket No. CV105014881S (Jan. 5, 2015) (2015 WL 466955) (sexual abuse by part-time organist and choir director of twelve-year-old).

In the case at bar, the Plaintiff testified at her deposition that she recalled the first name and description of the camper who allegedly sexually assaulted her, and a description of the other camper who watched. The Plaintiff had no other incident or even interaction with those boys; no incidents of verbal, physical, or sexual harassment at the summer camp; and she does not know of any other camper who was sexually

harassed, sexually assaulted, or sexually abused at the summer camp in 2005, or at any time. The Plaintiff has no evidence that the defendants had any knowledge that the two campers would harm anyone in any manner.

The Plaintiff has no propensity evidence regarding the alleged perpetrators thus their alleged conduct was not reasonably foreseeable. The Plaintiff cannot establish the required element of duty for her negligence claims, and they fail as a matter of law.

B. Negligent Infliction of Emotional Distress:

There is no genuine issue of material fact that the Defendants were not on notice of the propensity of the two male campers to commit the alleged sexual contact. Thus, the alleged sexual contact was not reasonably foreseeable and the Plaintiff cannot establish the element of duty.

In the case at bar, the negligent infliction of emotional distress claims incorporate the allegations from the negligence claims (all 16 paragraphs), and then allege only two additional paragraphs, each of which allege that the defendants knew or should have known that its actions and/or the actions of its agents, or its negligence, caused an unreasonable risk of causing emotional harm or distress or other bodily injury to the plaintiff (paragraphs 17 and 18). There is no additional conduct alleged by the defendants in the negligent infliction of emotional distress counts that is not incorporated from the negligence counts.

“To succeed in a claim for negligent infliction of emotional distress, the plaintiff must prove two facts: (1) negligence on the part of the defendant; see *Urban v. Hartford Gas Co.*, 139 Conn. 301, 304, 93 A.2d 292 (1952); and (2) that “the defendant should have realized that its conduct involved an unreasonable risk of causing emotional distress and that that distress, if it were caused, might result in illness or bodily harm.” *Parsons v. United Technologies Corp.*, 243 Conn. 66, 88, 700 A.2d 655

(1997); Urban v. Hartford Gas Co., supra, 139 Conn. 307.” Himberg v. Shure Funeral Home, Superior Court, Docket No. CV990266920 (Feb. 20, 2001) (2001 WL 219336).

Because the plaintiff must prove negligence to establish negligent infliction of emotional distress, the same analysis in the prior section is applicable. The Plaintiff has no propensity evidence regarding the alleged perpetrators thus their alleged conduct was not reasonably foreseeable. The Plaintiff cannot establish the required element of duty for her negligent infliction of emotional distress claims, and they fail as a matter of law.

C. Negligent Supervision, Training, Hiring and Retention:

There is no genuine issue of material fact that the Defendants were not on notice of the propensity of any particular employee or agent to engage in the alleged type of conduct that allegedly caused the Plaintiff harm. Thus, the Plaintiff cannot establish the element of foreseeability.

“Whether the claim is for negligent hiring, negligent supervision³³ or negligent retention, a plaintiff must allege facts that support the element of foreseeability. Seda v. Maxim Healthcare Services, Superior Court, judicial district of Hartford, Docket No. CV–07–5010811 (April 8, 2008, Elgo, J.). The “foreseeability test applies in cases alleging negligent hiring, supervision, or retention. Whether the claim is for negligent hiring, negligent supervision or negligent retention, a plaintiff must allege facts that support the element of foreseeability. (Internal quotation marks omitted.) Taylor v. Webster Bank, N.A., Superior Court, judicial district of Litchfield, Docket No. CV–11–6005350–S (July 20, 2012, Danaher, J.).” (Internal quotation marks omitted). O’Connell v. Salon Shahin,

³³ “It is unclear whether Connecticut law recognizes a claim for negligent training distinct from one for negligent supervision ... As a result of this uncertainty Superior Court decision dealing with negligent training claims have applied the standard applicable to a claim for negligent supervision.” (Citations omitted). Quichimbo v. Luow, Superior Court, judicial district of New Haven, Docket No. CV176069576S (Nov. 26, 2018) (2018 WL 6629231).

Inc., Superior Court, judicial district of Stamford-Norwalk, Docket No. FSTCV106003571S (Dec. 3, 2013) (2013 WL 6925920).

“Although there is no appellate authority addressing this specific issue, superior courts have held that in a cause of action alleging negligent hiring, supervision, or retention of an employee, a defendant cannot be liable, unless the defendant had knowledge of an employee's propensity to engage in the type of conduct which caused harm to the plaintiff. Cisneros v. Team Stamford, LLC, Superior Court, judicial district of Fairfield, Docket No. CV–12–6030923S (September 17, 2015, Radcliffe, J.) [60 Conn. L. Rptr. 928]; Kidder v. Lasaracina, Superior Court, judicial district of New Haven, Docket No. CV–10–6003902S (September 5, 2012, Martin, J.); Taylor v. Webster Bank, N.A., Superior Court, judicial district of Litchfield, Docket No. CV–11–6005350S (July 20, 2012, Danaher, J.).” (Internal quotation marks omitted). Seda, *supra*, at *4.

Certain Underwriters at Lloyd's of London v. Grace Design Build, LLC, Superior Court, judicial district of Stamford, Docket No. FSTCV216052048S (Sept. 9, 2022) (2022 WL 4115958) was a subrogation action regarding damage to a property during a remodeling project. The plaintiff pleaded a host of claims, including negligent hiring, training or supervision. The defendant roofing company moved to strike the negligent hiring, training or supervision claim because no specific employee was identified by the plaintiff in the complaint, and no count against an individual employee had been made. The defendant argued that absent a specific employee being named, it was impossible to meet the foreseeability requirement necessary for a cause of action for negligent hiring, training, or supervision. The defendant also argued that the plaintiff failed to allege specific facts that the defendant was aware of that its employees were likely to

cause injury to the plaintiff based on the employee's history or background. The defendant conceded that foreseeability was a necessary element, but argued that any roofing company could foresee that the protection of a job site from the elements is fundamental and that it would be well within the job expectations of any roofing company employee to be aware of the need to protect a work site from the elements by tarping or other similar techniques to avoid the negative impacts of rain or other elements from entering the property while work is ongoing and the property is exposed to the elements.

The court stated as follows:

[T]he court does review the law, as cited by both parties, to require foreseeability that the harm claimed would result through the negligent hiring, training, or supervision of the employee(s) of [the defendant roofing company]. A review of the cases cited by both parties in their briefs reveals that those cases all included named employees and specific allegations as to whether the defendant should have foreseen the harm alleged being caused by those employees. In this case, the employees are unnamed and thus there is no specific allegation with regard to the hiring, training, or supervision of any named employee. Rather, the plaintiff appears to seek a generic blanket claim that the conduct in this case was so fundamental to the roofing work that it had to be foreseeable, regardless of whether a specific employee is named or not.

Id. at *3.

The court further stated that there were no allegations showing that the defendant should have been on notice that any of the unnamed employees, either in the past, or under its employment, has or had a propensity to cause the general type of harm alleged. Id.

Absent allegations of knowledge [by the defendant roofing company] that its identified employees had some history or propensity to engage in the type of conduct alleged here the basis for this claim is strained. The lack of named employees further strains the logic of the claim as the link to any specific hiring decision, training or supervisory action is impossible to

make without the identify or name of the employee as well as any relevant allegations with respect to such employee which would lead to a conclusion of foreseeability as required by law.

Id.

The court granted the motion to strike the claim of negligent hiring, training, and supervision due to the absence of specifically named employees. The Court's rationale for striking the negligent hiring, supervision, and retention claims in Certain Underwriters at Lloyd's of London v. Grace Design Build, LLC is applicable here. The Plaintiff in the case at bar did not plead the names of any camp staff in her complaint and did not bring suit against any camp staff. Her testimony made unequivocally clear that she does not know the names of any camp staff who were allegedly negligently hired, retained, supervised, or trained. She could only recall that she *believed* there were two staff members on the island, she *believed* they were a man and a woman; she *could not recall* any other staff members on the island; and she admitted that *it was possible* that there were other staff members on the island and she did not see them and/or did not recall them. The case law, as discussed in Certain Underwriters at Lloyd's of London v. Grace Design Build, LLC, requires more: in cases in which negligent hiring, retention, supervision, or training claims have withstood motions to strike or motions for summary judgment, the plaintiffs made allegations concerning specific employees, and specific allegations about the employer's hiring, retention, supervision, or training of those specific employees. The Plaintiff made no allegations about, and has no evidence of, the hiring, retention, supervision, or training of any *specific* employees or agents of the defendants.

In addition to lacking evidence regarding the propensity of the alleged perpetrators, the Plaintiff has no propensity evidence regarding any particular camp staff. She has no evidence that the defendants should have been on notice that unnamed employees had a propensity to cause the general type of harm she alleged. Because she lacks any evidence of foreseeability, the Plaintiff cannot establish the required element of duty for her negligent hiring, retention, supervision, and training claims, and they fail as a matter of law.

IV. **CONCLUSION**

There is no genuine issue of material fact that the plaintiff has no evidence of the alleged perpetrators' (two male campers) propensity to commit violence, which defeats her negligence and negligent infliction of emotional distress claims as a matter of law; and no evidence of any particular member of the defendants' camp staff propensity to cause the general type of harm she has alleged, which defeats her negligent hiring, retention, supervision, and training claims as a matter of law.

DEFENDANTS,
HYDE SCHOOL AT SOUTH WOODSTOCK, INC.
and HYDE SCHOOL

By /s/ Russell J. Bonin
Russell J. Bonin
David G. Hill & Associates, LLC
Their Attorneys

CERTIFICATION

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on this 28th day of August 2024, to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties of record who received or will immediately be receiving electronic delivery.

Name and address of each party and attorney that copy was or will immediately be mailed or delivered to:

Garrett M. Moore, Sr.
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athompson@mojylaw.com

/s/ Russell J. Bonin
Russell J. Bonin

In the Matter Of:

DOE vs HYDE SCHOOL AT SOUTH WOODSTOCK

WWM-CV21-5012142-S

JANE DOE

December 02, 2022



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SUPERIOR COURT OF THE STATE OF CONNECTICUT

JUDICIAL DISTRICT OF WINDHAM at WINDHAM

_____)

JANE DOE,)

)

PLAINTIFF)

VS.)

)

HYDE SCHOOL AT SOUTH WOODSTOCK,)

INC., ET AL,)

DEFENDANT)

DOCKET NO.

WWM-CV21-5012142-S

REMOTE DEPOSITION OF JANE DOE

taken via teleconferencing from Plymouth, Massachusetts,
before Jean Kindley, RMR, CRR, LSR No. 003 and Notary Public
in and for the State of Connecticut, on the 2nd day of
December, 2022, at 1:00 P.M.

A P P E A R A N C E S:

REPRESENTING THE PLAINTIFF:

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BY: DAVID G. HILL, ESQUIRE

ALSO PRESENT: ROBERT FELT

1 restraining order against Mr. Hetherman, and we're almost
2 done with this topic, but in what court did you get that
3 restraining order?

4 A I don't recall.

5 Q And I take it that restraining order was before
6 this incident that we just discussed?

7 A Yes.

8 Q Okay. Did you actually go to court to get that
9 restraining order?

10 A I believe so.

11 Q Okay. You just don't remember the court?

12 A No.

13 Q Okay. And now, did you retain an attorney to
14 get the restraining order?

15 A No.

16 Q All right. Now, had you ever been to any Hyde
17 School functions before the summer camp of 2005?

18 A I can't remember.

19 Q And what's your date of birth, ma'am?

20 A

21 Q I only ask that so I could do the math.

22 At the time of this alleged incident, it sounds
23 like you were about 15 or so, actually about 16 or 17?

24 A Yes.

25 Q Okay.

1 A Sixteen.

2 Q That's right. You would be a few months shy of
3 turning 17?

4 A Yeah.

5 Q All right. So, again, it's sort of redundant
6 what I just asked you, but do you recall attending Hyde for
7 any other reason prior to the summer of 2005?

8 A I don't recall.

9 Q How about after this incident, was there a point
10 in time where you went back to Hyde, either to enroll in the
11 school itself or to attend any other camps at the school?

12 A No.

13 Q And do you know if the camp was -- withdrawn.
14 Where was the camp located?

15 A I believe it was Woodstock, Connecticut.

16 Q All right. And was it the Hyde School or was it
17 the Hyde School at South Woodstock?

18 A It was the Hyde School.

19 Q I see. You may or may not know this, you have
20 sued two entities one being the Hyde School and one being
21 the Hyde School at South Woodstock, why is that?

22 A I have no idea.

23 MR. MARTOCCHIO: Object to the form in case
24 it calls for any privilege.

25

1 BY MR. HILL:

2 Q Okay. And was this an overnight camp?

3 A Yeah, like the kids did not go home at the end
4 of the day.

5 Q And how long a camp was it, was it a few nights,
6 was it a week?

7 A I believe it was four or five weeks.

8 Q Four or five weeks. I see. Now, whether it was
9 at Hyde or not, had you ever been to an overnight camp
10 before attending the Hyde School overnight camp?

11 A Yes.

12 Q Okay. Where else had you attended an overnight
13 camp?

14 A I believe when I was like nine or ten, my
15 parents sent me to like a camp where we had like different
16 activities that we did, but I don't --

17 Q Do you remember the name of that camp?

18 A I don't remember the name, no.

19 Q And any other camps? That it looks like you
20 went to one at about nine or ten and I know you are
21 estimating, and then one at 16, any camps in-between?

22 A No.

23 Q Any issues at the other overnight camp, either
24 issues of being homesick or having issues with any other
25 campers?

1 the different staff.

2 Q Have you seen any lists of the staff members'
3 names prior to today?

4 A No, I have not.

5 Q Okay. As you sit here today, do you have any
6 means to remember or give us some indication as to who that
7 man was?

8 A I don't think I have any names to remember
9 unless I did some sort of research, and I don't know where I
10 would start with that.

11 Q Okay. Now, this incident, when you said you
12 were there for a couple of weeks, I think you mentioned,
13 when during that time period did this incident allegedly
14 occur? Was it at the beginning, in the middle, or at the
15 end?

16 A I believe it was towards the end.

17 Q I see. And did you stay at the camp even after
18 this incident?

19 A Yes, I did.

20 Q All right. And why is that?

21 A I tried to call my parents to pick me up, but
22 they refused.

23 Q All right. And did you call your mom or dad?

24 A I remember calling my grandmother. I don't know
25 if I called my parents. I felt like they had made their

1 talking in group therapy with people, with other kids and
2 staff members, and they would have these group therapy
3 meetings where people would talk about their lives and their
4 experiences. They had asked me in a group setting about my
5 childhood, and, you know, why my childhood was difficult for
6 me, and why I seem to have trouble in school because of
7 these things, and I did not feel comfortable going into
8 detail about any kind of sexual abuse or abuse in general
9 with total strangers. And so, I said that I don't feel
10 comfortable talking about this to people that I don't know
11 in a group setting, and they had said, well, if you don't
12 want to talk about these things, there is going to be
13 consequences, and some of those consequences were running
14 around the gymnasium, running around the football field
15 until you couldn't anymore, and them taking away personal
16 items in your room, such as hygiene products, taking away
17 any type of snacks or desserts at lunch, only being able to
18 eat certain things at lunch. So, they did these things to
19 me, they gave me these consequences because I didn't want to
20 talk about these things in a group setting. And so, those
21 were the issues that I had with the school.

22 Q Okay. And then in terms of boys, whether it's
23 the boys in question or other boys harassing you, did you
24 have any problems before the incident with anyone harassing
25 you, either verbally, physically, or sexually?

1 A No.

2 Q Then the boys in question, the boys who
3 allegedly assaulted you, ma'am, do you remember their names?

4 A I remember one of the boy's name was Sam. I
5 don't remember who the other boy was that was accompanying
6 him.

7 Q Had you ever -- withdrawn.
8 Did you know them at the time of this incident?
9 In other words, I'm going to guess you had seen them around
10 camp beforehand?

11 A I had only seen Sam around camp beforehand, not
12 the other boy.

13 Q Did you have any reason to suspect that he was
14 going to sexually assault you?

15 A No, I did not.

16 Q Had he done anything inappropriate to you before
17 the night in question?

18 A No.

19 Q Had you ever complained to any of the counselors
20 or staff members about Sam because you were worried about
21 him and worried that he may do something inappropriate to
22 you?

23 A No, I did not.

24 Q I take it that's because he never gave you any
25 reason to have any concerns about him?

1 other boy?

2 A No.

3 Q Had you ever expressed to anyone else that you
4 thought Sam and this other boy were cute, or were hot, or
5 you were interested in getting to know them?

6 A No.

7 Q Had you flirted with Sam or this boy prior to
8 this incident?

9 A No.

10 Q If you know, ma'am, I know it's an unfair
11 question, but, if you know, why did they choose you on the
12 night in question?

13 A I have no idea.

14 Q Okay. And so, tell me what happened?

15 A I was in my tent, and someone woke me up,
16 someone unzipped the tent and woke me up. I saw -- I
17 couldn't, I couldn't really see because it was dark, but a
18 voice was telling me that there had been an emergency, and
19 all the campers were in the woods, and I needed to come out
20 to the woods, that the camp had -- they had abandoned
21 everything behind, and that I needed to come into the woods
22 with them. So, I followed them into the woods.

23 Q Okay. If I could stop you for a second.

24 Is your roommate or your camp mate, if you will,
25 still in the tent?

1 A Yes.

2 Q At that moment, are you wondering why she's not
3 going with you?

4 A Not really. I'm just sort of confused and half
5 asleep.

6 Q Okay. And your tent was among many tents, was
7 it not?

8 A Yeah.

9 Q As you were -- as you leave your tent with the
10 boys, do you notice other campers walking towards the woods?

11 A No, I did not.

12 Q Okay. So, I stopped you and I apologize.
13 So, now you get to the woods and what happens
14 next?

15 A The boy, Sam, said that he wanted to have sex
16 with me, and that basically we were out in the middle of the
17 woods now, and that I would have to have sex with him or
18 that, you know, he could force himself upon me, and that no
19 one was going to hear me out here in the woods, and so I had
20 to do what he says. And he was talking to the other boy and
21 asking him what he wanted to do, and he said, the other boy
22 said I'm just going to stand over here for a while. So,
23 then Sam made me perform oral sex on him, and made me have
24 intercourse with him. And then I heard yelling outside of
25 the woods, and him and the other boy, I believe the other

1 boy was there with him, they went and left the woods to go
2 back towards the camp, and I stayed in the woods for a few
3 minutes, and then I walked back to camp.

4 Q Okay. And did anything else of a sexual nature
5 happen between you and either boy? I heard that you were
6 asked to perform oral sex, but did anything else of a sexual
7 nature happen?

8 A Between me and the other boy?

9 Q Between you and Sam or you and the other boy?

10 A I was made to perform oral sex with Sam and
11 sexual intercourse with Sam, nothing happened between me and
12 the other boy.

13 Q Okay. I got confused, I apologize.

14 And I take it that was the one and only time
15 that you had any sexual contact with Sam or this other boy?

16 A Yes.

17 Q Now, you said you started hearing other voices,
18 did you ever identify whose other voices you heard?

19 A No.

20 Q And when you say that you were forced to perform
21 oral sex on him, just to clarify, was it that you were
22 physically forced or you felt that if you didn't perform it,
23 you would have been physically forced?

24 A I felt that I would have been physically forced
25 because he told me that I would be physically forced.

1 Q No, I get it. I just wanted to clarify. The
2 same with the intercourse, it sounds like it may not have
3 been physically forced, but you felt that you had no choice
4 because if you didn't do what he wanted, it would or could
5 have been physically forced, does that sound accurate?

6 A Yes.

7 Q I take it at no point during these events did
8 you cry out for help?

9 A No.

10 Q Now, did you have any interaction with Sam or
11 anyone else -- I'm sorry, with Sam or this other boy for
12 whatever time you remained at the camp?

13 A I would see him, but I didn't talk to him.

14 Q Okay. Did he ever approach you or did this
15 other boy ever approach you on any of the subsequent days
16 that you remained at the camp?

17 A No.

18 Q Do you have any means of identifying Sam other
19 than Sam? For example, do you know his last name, did you
20 ever know his last name?

21 A No.

22 Q Are you able to provide any type of description
23 of Sam?

24 A Yes.

25 Q And what's the description?

1 A He was tall, taller than me, tan skinned,
2 overweight, curly hair, had longer hair that he would put in
3 a headband, sometimes a hair elastic, thick eyebrows, thick
4 dark eyebrows, a round face.

5 Q How about the other boy, do you have any type --
6 first, do you have any means of identifying him by name?

7 A No.

8 Q Do you have any -- do you remember him in terms
9 of a description?

10 A He was tall, skinny, pale skin, kind of an
11 angular face, light brown hair, that's all I remember.

12 Q Okay. Were you crying during this encounter?

13 A I don't remember.

14 Q Did you go back to your tent after it ended?

15 A I did, yes.

16 Q Did you go back to sleep?

17 A I don't think that I slept that night.

18 Q Did you at any point in time tell this other
19 girl who was in the tent with you what had occurred?

20 A No.

21 Q When this adult male, the adult male staff that
22 you told, when did that occur, was it that night, was it the
23 next day, or was it some subsequent day?

24 A It was a subsequent day.

25 Q Okay. And why not tell anyone the next day?

1 have an exact date. It was ongoing.

2 Q Understood.

3 Along those same lines, I probably should have
4 asked this as well, do you have anything at home or, if you
5 know, do your parents have anything that would indicate how
6 long you were there and the dates you were there?

7 A I don't know.

8 Q Okay. Now, the question we sort of asked
9 before, but I want to ask it again now that we put it sort
10 of in the context of where things stand at this point. As
11 of that date, in the summer of 2005, do you have a
12 recollection that you were getting any treatment with any
13 type of mental health provider during that same summer,
14 whether it was before or after the summer camp?

15 A No, I don't.

16 Q The tent you were sleeping in, was that the tent
17 you slept in for most or all of your stay at the summer
18 camp?

19 A No, the tent was -- we were on an island for a
20 brief period of my time at the summer camp, and that's when
21 I slept in the tent.

22 Q I see. I read some stuff about the field trip
23 to the island, if you will.

24 Do you recall, as you sit here today, how many
25 days or nights you spent at that island, you and the other

1 campers, obviously?

2 A It was only several days.

3 Q How many --- do you know how many campers were
4 there, first, for the summer camp as a whole and second for
5 the trip to the island?

6 A I don't remember how many as a whole, on the
7 island, maybe 12 to 15 kids.

8 Q If you know, it's not a memory test, if you
9 know, why is it that 12 or 15 were selected? Was there some
10 sort of reward system or some sort of selection process by
11 which some, but not all, kids were selected to go to the
12 island?

13 A The kids who were disobedient, and in my case,
14 didn't want to talk about personal things in group therapy,
15 were kind of punished by being sent to this island.

16 Q I see. So, you felt this was a form of
17 punishment?

18 A Yes, I did.

19 Q Did anyone tell you that, whether it was another
20 camper or any of the counselors, did anyone tell you that
21 you were among those selected for the field trip because you
22 were being punished?

23 A I don't know if they worded it that way, but
24 they definitely made it seem like it was a punishment or at
25 least a consequence of me not talking in therapy.

1 BY MR. HILL:

2 Q Go ahead, ma'am.

3 A I believe that your client didn't report the
4 sexual abuse. I reported it to a staff member that did not
5 report it to police.

6 I also think that it was a poor decision on
7 their part to bring troubled kids to an island that had
8 behavioral issues and make it a coed trip. I don't think
9 that there was adequate staff supervision on that trip with
10 the ratio of kids to adults.

11 I think that their practices in how they punish
12 the student for not wanting to talk about things in a group
13 was barbaric, and that's not related to why I am bringing
14 this suit, but I do feel like it plays a part in this case.

15 Q Taking those in no particular order. When you
16 say it was not, what you believed, adequate staff, so how
17 many staff members were -- I'm sorry, withdrawn.

18 When you say there was not adequate staff, are
19 you talking about the camp as a whole or the field trip to
20 the island?

21 A The field trip to the island.

22 Q How many staff were on that field trip?

23 A I think maybe two.

24 (Whereupon, there was a discussion off the
25 record.)

1 (Whereupon, the court reporter read back
2 the previous question and answer.)

3 BY MR. HILL:

4 Q Maybe two. I'll start from there.

5 So, ma'am, and was it a man, a woman, describe
6 the two that you recall being on that field trip?

7 A I remember there being a man and a woman. I
8 don't recall any other staff members on the island at that
9 time.

10 Q Is it possible there were other staff members,
11 but you just didn't see them and/or don't recall them?

12 MR. MARTOCCHIO: Objection to form.

13 THE WITNESS: That is possible.

14 BY MR. HILL:

15 Q Okay. How many kids -- you mentioned this
16 before, but I just want to draw down in terms of specifics,
17 if possible, do you know how many kids were on this field
18 trip?

19 A There was 12 to 15 kids, I believe.

20 Q And do you know if all of those kids were there
21 because, like yourself, you believe they were being
22 punished, or were they there voluntarily, were they there
23 for other reasons, tell me what your knowledge is as to
24 which of these -- I'm sorry, as to how these other kids were
25 selected?

1 A I know that they were being punished as a
2 consequence for their actions. We all talked about, as a
3 group, and the students talked among themselves as to why
4 they were there.

5 Q Do you know of any other camper, whether it was
6 this summer or any other summer, who was sexually harassed,
7 sexually assaulted, or sexually abused on this island?

8 A No, I do not.

9 Q Expanding that a little bit to include the
10 summer program itself, meaning portions that did not involve
11 the island, do you know of any other -- do you know, other
12 than what you read, do you know of any other camper who was
13 sexually abused, sexually harassed, or sexually assaulted?

14 A I don't know a camper that was sexually
15 harassed, abused, or assaulted. Only stories that I've read
16 about on the internet.

17 Q Okay. And then the next item you mentioned, it
18 was a poor decision to bring behavioral kids to the island,
19 is that accurate? I want to make sure I restated what you
20 said.

21 A Yes, that's my opinion.

22 Q That's because you believe that was a punitive
23 steps that only the kids that were being punished were being
24 brought to that island?

25 A They did tell me that they were being punished

1 decision to bring the students to the island and the
2 inadequate staff, are we not?

3 A Correct.

4 Q And from what you have read on these various
5 cites, has anyone else had problems at Hyde because of
6 inadequate staff?

7 A I don't recall individual situations.

8 Q Okay. And from what you have read on these
9 various cites, have any of these other individuals had
10 problems at Hyde because of the decision to bring students
11 to the island?

12 A I don't recall individual experiences.

13 Q All right. Last topic, I promise you.

14 So, you said you want to bring this claim
15 because you want some kind of justice, and you are having a
16 lot of issues, which include relationship issues and PTSD,
17 do you remember that testimony?

18 A Yes.

19 Q I take it then that you are claiming that you
20 have PTSD as a result of this incident, and I say this
21 respectfully, ma'am, above and beyond the PTSD you have from
22 the dozens of other incidents, is that accurate?

23 A I would say that the PTSD has been compounded
24 and made worse by this incident.

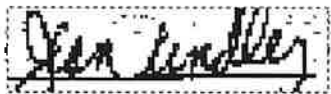
25 Q How is it that you are able to identify that,

CERTIFICATE OF REPORTER

I, Jean Kindley, a Notary Public duly
commissioned and qualified in and for the State of
Connecticut, do hereby certify that pursuant to Notice,
there came before me, on December 2nd, 2022, at 1:00, p.m.
the following named person, to wit: JANE DOE, who was
by me duly sworn to testify to the truth and nothing but
the truth; that the deponent thereupon carefully examined
upon the oath and the examination reduced to writing under
my supervision; that this deposition is a true record of the
testimony given by the witness.

I further certify that I am neither attorney
nor counsel for, nor related to, nor employed by any of the
parties to the action in which this deposition is taken and
further, that I am not a relative or employee of any
attorney or counsel employed by the parties hereto, or
financially interested in
the action.

IN WITNESS THEREOF, I have hereunto set my
hand and affixed my seal this 2nd day of December, 2022.



Jean Kindley
Notary Public
CT License No. 003

My Commission expires: November 30, 2027