

**SUPERIOR COURT OF THE STATE OF CONNECTICUT
COMPLEX LITIGATION DOCKET – JUDICIAL DISTRICT OF WATERBURY**

NOTICE OF PENDING CLASS ACTION

If you are a current or former student of Kent School and your personal photographs, videos, or other private electronic information was accessed without your knowledge or consent by former Kent School employee Daniel Clery between September 2016 and February 2023, a class action lawsuit may affect your legal rights.

The Connecticut Superior Court authorized this notice.

This is not a solicitation from a lawyer.

Seventeen former students of Kent School Corporation (“Kent School”) have sued Kent School for its actions arising out of the conduct of Daniel Clery, a former Kent School Network and Systems Administrator. The Plaintiffs allege that, from the 2016-2017 school year through February 2023, Mr. Clery used his high-level access to Kent School’s servers and networks to access, transfer, copy, retain, and otherwise utilize the personal photographs, videos, and email communications of Kent School students, without their knowledge or consent. The Plaintiffs further allege that Kent School failed to implement reasonable cybersecurity measures, failed to properly supervise Mr. Clery, and failed to take appropriate action even after it was put on notice that he was improperly accessing private information.

The Plaintiffs filed this lawsuit on behalf of themselves and all others similarly situated, asserting claims against Kent School for negligence, recklessness, and violations of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a et seq. (“CUTPA”). Kent School denies the Plaintiffs’ allegations and denies any liability.

The Connecticut Superior Court has allowed this lawsuit to proceed as a class action, on certain liability issues, on behalf of all current or former students of Kent School who had personal information stored on an electronic device, including photographs, videos, and email communications that were accessed, transferred, copied, retained or utilized at any time by Daniel Clery, without their knowledge or consent from September 2016 through February 2023 (the “Class Period”).

The Court has not decided whether Kent School has done anything wrong, and there has been no judgment against Kent School. There is no guarantee that any money will be awarded. However, your legal rights may be affected. The purpose of this notice is to explain the nature of the claims being made in this lawsuit and your options. You may choose to exclude yourself from the Class as outlined below. If you choose to exclude yourself from this lawsuit, you must do so by December 31, 2026.

Class Counsel (Silver Golub & Teitell LLP and Faxon Law Group, LLC) are working on a contingency fee basis. This means that if there is no recovery (*i.e.*, the Court or a jury rules against the Plaintiffs), there will be no attorneys' fees. If the Plaintiffs are successful in this lawsuit, the attorneys will request that the Court either determine or approve the amount of attorneys' fees and costs they are entitled to receive for their work. Class Counsel's fees will be paid out of any settlement and/or judgment received in this matter.

ADDITIONAL INFORMATION ENCLOSED

CASE INFORMATION

This matter is pending in Connecticut Superior Court, on the Complex Litigation Docket, Judicial District of Waterbury. The case caption is *Leary v. Kent School Corporation*, Docket No. (X06) UWY-CV25-6084708-S. Public judicial filings are available electronically on the State of Connecticut Judicial Branch website: www.jud.ct.gov.

❖ WHY DID I GET THIS NOTICE?

You received this notice because you were a student at Kent School during the class period (September 2016 to February 2023). Accordingly, it is possible that Daniel Clery used his access to Kent School servers and networks to access, transfer, copy, or retain your personal information stored on an electronic device, including photographs, videos, and/or email communications, without your knowledge or consent. To date, seventy students have been specifically identified as persons whose personal information Clery accessed. Those students have been notified. Ongoing discovery may reveal whether he accessed the personal information of additional students. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may decide to exercise before the Court conducts further proceedings, including trial. Future Court proceedings will decide whether the claims being made against Kent School, on your behalf, are valid under the applicable law and based on the evidence in the case. The lawsuit is captioned *Leary v. Kent School Corporation*, Docket No. (X06) UWY-CV25-6084708-S, and is pending in the Connecticut Superior Court, Complex Litigation Docket, at Waterbury.

❖ WHAT IS THIS LAWSUIT ABOUT?

This lawsuit is about whether Kent School was negligent and/or reckless, and whether Kent School engaged in unfair or deceptive trade practices in violation of CUTPA, in connection with Daniel Clery's alleged access, transfer, copying, retention, and use of personal photographs, videos, and email communications stored on the personal electronic devices of Kent School students.

The Plaintiffs allege that Kent School employed Mr. Clery for approximately 23 years and elevated him to the position of Network and Systems Administrator, a role that gave him high-level access to Kent School's servers and networks and authorized him to access student computers and other personal devices on a regular basis. The Plaintiffs allege that throughout the Class Period, Kent School failed to implement reasonable security measures for its IT environment and failed to properly supervise Mr. Clery.

The Plaintiffs further allege that, in 2022, Kent School was placed on notice by a female staff member that Mr. Clery had improperly accessed and viewed her personal photos, but Kent School failed to investigate or otherwise take action to safeguard and secure the personal photos and information of its students. The Plaintiffs allege that approximately eight months later, when the same staff member again reported Mr. Clery in February 2023, Kent School belatedly investigated and discovered that Mr. Clery had been accessing and transferring the computer contents of dozens of current and former students and staff members over a period of years. Mr. Clery was terminated by Kent School in February 2023 and was the subject of a criminal prosecution in which he pleaded guilty to two felony counts of computer crimes committed for a sexual purpose.

The Plaintiffs allege that, as a result of Kent School's alleged negligence, recklessness, and unfair trade practices, the Plaintiffs and the members of the Class suffered damages, including but not limited to emotional distress. The Plaintiffs are seeking compensatory damages, common law punitive damages, statutory punitive damages, and attorneys' fees and costs. The Court has determined that any individualized claims for damages, including emotional distress, will not be resolved as part of the class-action portion of the trial. If the Plaintiffs prevail on the certified class issues, the Court will determine at that time how any individualized claims will be resolved. The Plaintiffs' Consolidated and Amended Class Action Complaint is publicly available on the Connecticut Judicial Branch website (www.jud.ct.gov) or from the Clerk of the Court.

Kent School denies any wrongdoing or liability in this case. Kent School maintains that it did not breach any duty to the Plaintiffs or the Class Members, did not act recklessly, did not engage in any unfair or deceptive trade practices, and did not cause any injury to the Plaintiffs or the Class Members. Kent School intends to present evidence to refute the Plaintiffs' allegations and the Plaintiffs' claimed damages, and it intends to assert legal defenses to the Plaintiffs' claims known as "Special Defenses." Among other defenses, Kent School denies that it was placed on notice in 2022 of any improper actions by Mr. Clery, and it contends that it investigated and terminated Mr. Clery's employment as soon as it learned of his alleged improper actions.

❖ WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who allegedly have similar claims. The people together are called a

“Class” or “Class Members.” The Class Representatives who sued are called the Plaintiffs. The people or entities that the Class Representatives sued (in this case, Kent School) are called the Defendants. One trial will resolve the common issues (as defined by the Court) for everyone in the Class – except the people who choose to exclude themselves from the Class.

In this case, the Court has appointed the following individuals as Class Representatives: Olivia Leary, Natalie Hudson, Hannah Kent, Lily Scofield, Jorie McGurk, Samantha Thompson, Hazel Garrity, Dymond Johnson, Jane Doe #1, Jane Doe #2, Jane Doe #3, Jane Doe #4, Jane Doe #5, Lia Fadiman, Gabriella Poth, Suzanna Kingsley Tucker, and Melaniya Markaryan.

❖ WHY IS THIS LAWSUIT A CLASS ACTION?

The Court has decided that this lawsuit can proceed as a class action as to certain specific liability issues pursuant to Connecticut law. In particular, the Court concluded that this case meets certain legal requirements governing class actions in Connecticut courts. By certifying portions of this matter to proceed as a Class Action, the Court defined who is in the Class and also the factual and legal issues that will be decided on a class-wide basis.

The Court has defined the Class as follows:

All current or former students of Kent School who had personal information stored on an electronic device, including photographs, videos, and email communications that were accessed, transferred, copied, retained or utilized at any time by Daniel Clery, without their knowledge or consent from September 2016 through February 2023 (the “Class Period”).

The Court certified the following questions to be decided at one trial for the entire Class (unless they are resolved prior to trial):

1. As to the Plaintiffs’ negligence claim: (i) whether Kent School owed the Plaintiffs and the Class a duty of care during two time periods: (1) September 2016 through Spring/Summer 2022, and (2) Spring/Summer 2022 through February 2023; (ii) the nature and scope of any such duty of care; and (iii) whether Kent School breached any such duty.
2. As to the Plaintiffs’ recklessness claim: if Kent School owed the Plaintiffs and the Class a duty of care and breached such duty, whether Kent School acted recklessly.
3. As to the Plaintiffs’ CUTPA claim: (i) whether Kent School was engaged in trade or commerce with respect to its alleged negligence concerning Daniel Clery; and (ii) whether Kent School’s alleged conduct in employing Mr. Clery, giving him access to the Plaintiffs’ computers and electronic devices, failing to maintain reasonable cybersecurity protocols for a school environment, and failing to act to protect the Plaintiffs’ information

once it knew of the breach constitutes unfair and/or deceptive trade practices under CUTPA.

The Court also noted that any Class Member who seeks damages, including for invasion of privacy, computer crimes, negligent infliction of emotional distress, or other individualized claims, will be bound by the class-wide determination of the certified issues, and that if the Class prevails on those certified issues, the Court will address at that time how any damage claims will be resolved on an individual basis.

The Court's entire Memorandum of Decision on the Plaintiffs' Motion for Class Certification, dated March 9, 2026, is available for review on the publicly accessible docket on the Connecticut Judicial Branch website: www.jud.ct.gov, or from the Clerk of the Court.

If you are uncertain whether you are a Class Member or if you have any questions regarding any of the legal or factual issues discussed in the Court's Memorandum of Decision or this Notice, please contact Class Counsel (see contact information below in this Notice).

❖ HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not decided who is right. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs or Kent School will win or lose this case. The Plaintiffs have claims that they must prove, and Kent School has defenses to those claims that it must prove.

❖ WHAT ARE THE PLAINTIFFS ASKING FOR?

The Plaintiffs are asking the Court for compensatory damages, common law punitive damages, punitive damages and attorneys' fees and costs under CUTPA, and other relief on behalf of themselves and the Class Members for the damages allegedly caused by Kent School's negligence, recklessness, and unfair and deceptive trade practices. As noted above, determinations as to any Class Member's claims for damages will not be resolved as part of the class-action portion of the trial. If the Plaintiffs prevail on the certified class issues, the Court will decide at that time how any damages claims can be resolved on an individualized basis.

No money is available now. Neither the Court nor a jury has yet determined whether the Plaintiffs' and Class Members' claims will succeed or whether the Plaintiffs or Class Members are entitled to any money, and the parties have not settled the case. There is no guarantee that any money will be obtained as a result of this case. If there is any monetary award or settlement, Class Members will be notified.

❖ AM I PART OF THE CLASS?

The Class is defined as follows:

All current or former students of Kent School who had personal information stored on an electronic device, including photographs, videos, and email communications that were accessed, transferred, copied, retained or utilized at any time by Daniel Clery, without their knowledge or consent from September 2016 through February 2023.

Excluded from the Class are: (a) any Judge presiding over this Action and members of his or her staff, as well as members of his or her family; (b) Kent School and its predecessors, parents, successors, heirs, assigns, subsidiaries, and any entity in which Kent School has a controlling interest, as well as Kent School's agents, officers, and directors; (c) persons who properly execute and file a timely request for exclusion from the Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) counsel for the Plaintiffs and Kent School; and (f) the legal representatives, successors, and assigns of any such excluded person.

If you fall within this definition, you are a Class Member and do not need to take any additional action to be included in this class action. Remaining in the Class will not obligate you to personally pay any attorneys' fees or costs. If you do not fall within this definition, this notice does not affect you. If you are uncertain whether you are a member of the Class, please contact Class Counsel listed below, or your own attorney.

If you wish, you may enter an appearance in this case through counsel if you desire.

❖ DO I NEED TO DO ANYTHING?

If you do nothing, you will be included in the Class.

You do not have to do anything now if you want to participate in this lawsuit and keep open the possibility of getting money or benefits from this lawsuit. By doing nothing, you are staying in the Class. If you stay in the Class, you may be required to provide documents and/or testify at a deposition or at trial. If you stay in the Class and the Plaintiffs obtain money, either as a result of a trial or a settlement, you will be notified, and you may or may not be entitled to monetary compensation depending on a subsequent damages assessment. If you remain in the Class, you will be bound by any order the Court issues, and judgments made by the Court or jury verdict in this case, and you will not be able to sue Kent School separately for the same legal claims or issues in this case. If you do not exclude yourself, you will be legally bound by all orders that the Court issues and judgments the Court makes in this Class action.

If you want to be excluded from the Class, you must request exclusion by December 31, 2026. If you exclude yourself, you will not receive any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of this class action, or from any settlement (that may or may not be reached) between the Plaintiffs and Kent School. If you choose to exclude yourself from this

lawsuit but would like to pursue your own claims against Kent School, you will need to retain your own attorney and file a separate lawsuit against Kent School.

❖ HOW WILL MY PERSONAL INFORMATION BE USED?

If you do not ask to be excluded and remain a member of the Class, certain information about you may be used in this lawsuit. This may include information as to whether or not your personal information was accessed, transferred, copied, retained, or utilized by Daniel Clery, and may include the nature of the personal information, if any, that Mr. Clery accessed. The parties have agreed to a confidentiality agreement intended to prevent the filing of certain information on the public docket and to limit disclosure of certain information only to the attorneys for the parties (and staff, members of their law firms, and experts they have retained) and the Court. Should this matter proceed to trial, certain documents may be marked as exhibits, but the parties intend to seek that certain documents be treated as confidential pursuant to the Protective Order the Court has issued in this case. In addition, you may be required to testify at a deposition or trial.

If, at the appropriate stage of the case, you elect to pursue a claim for damages, including for emotional distress, invasion of privacy, or computer crimes, you may be required to disclose additional information relevant to your individualized claim, including possibly medical or mental health records, and you may be required to testify about that information at a deposition or trial. If you have any questions as to how your personal information may be used in this matter, please contact Class Counsel or consult with your own personal attorney.

❖ CAN I BE EXCLUDED FROM THE CLASS?

To be excluded from the Class, you must send a letter by mail stating that:

“I request that I be excluded from the class in *Leary v. Kent School Corporation*,
Docket No. (X06) UWY-CV25-6084708-S.”

Be sure to include: (1) your full name and current address; and (2) your signature.

You must postmark your exclusion request to the address below **no later than December 31, 2026**, and send it to counsel for the Plaintiffs and the Class at:

Attorney Jennifer Sclar
Silver Golub & Teitell LLP
One Landmark Square, 15th Floor
Stamford, CT 06901

This law firm will file your exclusion request with the Court. The Court will exclude you from the Class if you send a proper request before the deadline.

**REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE
DECEMBER 31, 2026 WILL NOT BE HONORED.**

You cannot exclude yourself by telephone or email. You cannot exclude yourself by mailing a request to any other location, or after the deadline. The letter must be signed by you. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Class Members sign the letter.

**DO NOT REQUEST EXCLUSION FROM THE CLASS IF YOU WISH TO
PARTICIPATE IN THIS LAWSUIT AS A CLASS MEMBER.**

❖ WHAT HAPPENS IF THERE IS A JUDGMENT?

If you do not exclude yourself and remain part of the Class, you will be bound by any Order the Court enters regarding the certified class questions, as well as any judgment rendered by the Court or through a jury verdict in this matter. If you stay in the Class and there is a jury verdict, whether in favor of the Class or Kent School, you will be bound by that verdict. If there is a verdict in favor of the Class and the Plaintiffs obtain money, you will only be eligible for monetary compensation as a result of that verdict if you remain in the Class. However, if you remain in the Class and there is a verdict in favor of Kent School, you will be bound by that verdict and you will not be able to bring other claims against Kent School having to do with the conduct alleged in this lawsuit.

❖ WHO ARE THE LAWYERS FOR THE CLASS?

The lawyers for the Plaintiffs and the Class are:

David S. Golub, Esq.
Jennifer B. Goldstein, Esq.
Jennifer Sclar, Esq.
Silver Golub & Teitell LLP
One Landmark Square, 15th Floor
Stamford, CT 06901
Tel.: (203) 325-4491
jgoldstein@sgtlaw.com
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— and —

Joel T. Faxon, Esq.
Brittany S. Cates, Esq.
Faxon Law Group, LLC
59 Elm Street

New Haven, CT 06510
Tel.: (203) 624-9500
jfaxon@faxonlawgroup.com
bcates@faxonlawgroup.com

The Court has appointed these lawyers to represent the Class Members. Together, the lawyers are called Class Counsel. You will not be charged by these lawyers for their work on the case. You can also contact Class Counsel via e-mail at: LearyClassAction@sgtlaw.com.

❖ CAN AND SHOULD I GET MY OWN LAWYER?

You are under no obligation to hire your own lawyer because Class Counsel is representing the Class Members. But, if you want your own lawyer, you may hire one at your own expense, and he or she may appear in the case on your behalf. You will have to pay for that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You may exercise this option only if you do not exclude yourself from the Class.

❖ HOW WILL THE CLASS LAWYERS BE PAID?

If Class Counsel obtains a settlement for the Class, they will be paid out of any such settlement. If Class Counsel obtains a judgment after a trial in this case, they will ask the Court for an order for their fees and expenses to be paid out of any money obtained from Kent School for the Class.

You will not have to pay these fees and expenses, or any costs, if Kent School prevails. If the Court awards fees and expenses, the fees and expenses would be deducted from any money obtained for the Class (unless Kent School agrees to pay Class Counsel's fees and expenses as part of a voluntary settlement between the parties).

❖ HOW AND WHEN WILL THE COURT DECIDE WHO IS RIGHT?

The Court may consider legal motions from the parties, including a motion for summary judgment from Kent School. If the case is not resolved through such motions, there may be a trial. During that trial, a jury will hear all of the evidence to reach a decision on the issues certified for class-wide resolution by the Court, as noted above. The Plaintiffs have the burden of proof as to their claims, meaning the Plaintiffs and the Class must prove that Kent School acted negligently and recklessly, and engaged in unfair and deceptive trade practices, and that the alleged conduct caused the claimed injuries. Kent School has the burden of proof as to any Special Defenses it may assert. There is no guarantee that the Plaintiffs will win, or that they will obtain any money for the Class.

❖ DO I HAVE TO COME TO THE TRIAL?

You do not need to, but you may, attend the trial. Class Counsel will present the case for the Plaintiffs and the Class, and the attorneys for Kent School will present the defenses. You or your own personal attorney (if you choose to retain a personal attorney) are welcome to attend the trial. If you wish to find out when the trial is being held, you may contact Class Counsel, check the docket on the Connecticut Judicial Branch website (www.jud.ct.gov), or contact the Clerk of the Court.

❖ WILL I GET MONEY AFTER THE TRIAL?

If the Plaintiffs win a judgment at trial, or if the parties agree to settle this matter, you will be notified about what happens next, including what actions you must take to seek a monetary recovery. It is difficult to predict how long this will take at the present stage of the litigation.

❖ ARE MORE DETAILS AVAILABLE?

Yes, you can obtain additional information by contacting Class Counsel. **Please do not contact the Court or Kent School or its attorneys.**

If you have questions about the case, you can write to Class Counsel, identified above, or contact them by phone. You can also e-mail Class Counsel at LearyClassAction@sgtlaw.com. Please note that you cannot e-mail your request to be excluded to this e-mail address or any other e-mail address.

PLEASE KEEP YOUR ADDRESS CURRENT

If you choose to remain in the Class, to assist the Court and the parties in maintaining an accurate list of Class Members, please provide notice of any change in your address to Class Counsel.