DOCKET NO. FST-CV-11-6008466	:	SUPERIOR COURT
	:	
	:	
NATHAN T. GRAHAM AND	:	J.D. OF STAMFORD/NORWALK
SUPRAJA RAJAGOPALAN AND	:	
KRISHNA THIRUVENGADACHARI AS	:	AT STAMFORD
GAURDIANS OF VASISHT KRISHNA	:	
	:	
V.	:	
	:	
JANIE R. FRIEDLANDER, BEATRICE	:	
KRAWIECKI, SALVATORE CORDA,	:	
NORWALK BOARD OF EDUCATION,	:	
STACY LORE AND SPECTRUM KIDS, LLC	:	SEPTEMBER 18, 2025

FOURTH AMENDED COMPLAINT

COUNT ONE: NATHAN T. GRAHAM, AS TO JANIE R. FRIEDLANDER, BEATRICE KRAWIECKI, SALVATORE CORDA, STACY LORE AND SPECTRUM KIDS, LLC

1. At all times relevant to this Complaint, Nathan T. Graham was a resident of the City of Norwalk, in Fairfield County, Connecticut.

2. At all times relevant to this Complaint, the defendant, Janie R. Friedlander, was the Director of the Pupil Personnel Services and was employed by the defendant Norwalk Board of Education.

3. At all times relevant to this Complaint, the defendant, Janie R. Friedlander, was acting within her official capacity and in the course and scope of her employment with defendant Norwalk Board of Education.

4. At all times relevant to this Complaint, the defendant, Beatrice Krawiecki, was the Administrator, Pupil Personnel Services and employed by the defendant Norwalk Board of Education.

5. At all times relevant to this Complaint, the defendant, Beatrice Krawiecki, was acting within her official capacity and in the course and scope of her employment with defendant

Norwalk Board of Education

6. At all times relevant to this Complaint, the defendant, Salvatore Corda, was the Superintendent of the Norwalk Public Schools ("NPS") and was employed by the defendant Norwalk Board of Education.

7. At all times relevant to this Complaint, the defendant, Salvatore Corda, was acting within his official capacity and in the course and scope of his employment with defendant Norwalk Board of Education.

8. Defendants Janie R. Friedlander, Beatrice Krawiecki, and Salvatore Corda will hereinafter be collectively referred to as the "Norwalk Individual Defendants."

9. At all times relevant to this Complaint, the defendant, Stacy Lore ("Lore"), was the owner of the entity Spectrum Kids, LLC.

10. At all times relevant to this Complaint, the defendant, Spectrum Kids, LLC, was an entity that held itself out as qualified and capable of providing services to children with autism and autism-related conditions.

11. At all times relevant to this Complaint, the defendant Norwalk Board of Education, is and was a Board of Education created and existing pursuant to Article 8 of the Connecticut Constitution, and was in charge and responsible for providing educational services pursuant to C.G.S. § 10-220.

12. At all times relevant to this Complaint, the defendants Norwalk Board of Education and/or the Norwalk Individual Defendants, were in charge of and/or responsible for administering Connecticut's Birth to Three Program to residents of the City of Norwalk. Connecticut's Birth to Three program offers early childhood intervention services for children under three years of age who show significant delays in development.

13. On or about March 3, 2007, the Norwalk Individual Defendants, through their agent and employee Robert Chiappetta, entered into a signed Consulting Services Agreement with Spectrum Kids, LLC, which agreement was signed by Chiappetta and Lore, to provide autism-related services in the NPS to children with an autism or autism-related diagnosis.

14. At approximately the same time, defendant Norwalk Board of Education engaged Lore to provide autism-related services to City of Norwalk residents through Connecticut's Birth to Three Program.

15. In June 2007, defendants, through NPS-Pupil Personnel Services, entered into a separate contract with Lore and/or Spectrum Kids, LLC for the provision of autism-related services to NPS students.

16. These contracts made Lore and/or Spectrum Kids, LLC the agent/servant and/or employee of the NPS and/or Norwalk Board of Education, and in this role, Lore created, implemented, and oversaw autism-related programming for children, including the plaintiffs herein, with an autism or autism-related diagnosis within the Norwalk, CT public school system.

17. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants had a duty to perform a background check on Lore and to check Lore's credentials, certifications, and licensure to ensure that they met the mandatory Connecticut certification and licensure requirements for teachers, administrators, or special service staff members in Connecticut public schools and/or to ensure that Lore was sufficiently qualified to create, implement, and oversee autism-related programming for NPS students before she and/or Spectrum Kids, LLC were hired.

18. Applied Behavioral Analysis ("ABA") is widely considered to be the gold standard in autism treatment, and is considered to be an evidence-based best practice treatment

by the United States Surgeon General and by the American Psychological Association. ABA therapy services must be provided by a Board Certified Behavior Analyst ("BCBA") or by therapists or technicians supervised by a BCBA. To become a BCBA, a master's degree or PhD in psychology or behavior analysis is required, and applicants must pass a national certification exam. In Connecticut, state licensing is also required.

19. Prior to and/or at the time of hiring Lore, Lore asserted to defendant Norwalk Board of Education and/or the Norwalk Individual Defendants that she: (i) was fully certified, licensed, and qualified for a position wherein she would be responsible to provide autism-related services; (ii) held a Bachelor of Arts degree in Elementary Education from Mercy College, a Master's Degree in Clinical Psychology from New York University ("NYU"), a Master's Degree in Special Education with a concentration in Communication Disorders and Autism from St. John's University, and a Doctorate in Behavior Analysis from NYU; and, (iii) was a certified Special Education teacher in New York, a Special Education Itinerant Teacher in New York, a Licensed Clinical Psychologist (NY), and a BCBA.

20. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants failed to verify Lore's background, credentials, and licensure prior to Lore's employment to ensure that they met the mandatory Connecticut certification and licensure requirements for teachers, administrators, or special service staff members in Connecticut public schools.

21. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants failed to ensure that Lore was sufficiently qualified to create, implement, and oversee autism-related programming, either before she and/or Spectrum Kids, LLC were hired or at any time thereafter.

22. Contrary to her assertions, Lore never attended Mercy College, St. John's or New York University; never attended or graduated from any college or graduate school, in special education or at all; never even graduated from high school; and in fact held only a General Equivalency Diploma ("GED"). She was not a BCBA.

23. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants failed to discover that Lore's claims of appropriate qualifications, credentials, and licensure were false.

24. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants knew or should have known that Lore's claims of appropriate qualifications, credentials, and licensure were false.

25. After being hired by the Norwalk Board of Education and/or the Norwalk Individual Defendants, Lore, within the course and scope of her employment with NPS, hired a staff of "therapists" and/or other personnel to provide autism-related services within NPS.

26. The staff of "therapists" and/or other personnel hired by Lore to provide autism-related services within NPS included her carpenter and/or handyman and others similarly unqualified to provide such services.

27. The Norwalk Board of Education and/or the Norwalk Individual Defendants had a duty to perform a background check and to check the credentials, certifications, and licensure of the employees of Spectrum Kids, LLC to ensure that they met the mandatory Connecticut certification and licensure requirements for teachers, administrators, or special service staff members in Connecticut public schools and/or to ensure that they were sufficiently qualified to provide autism-related programming before Lore and/or Spectrum Kids were hired.

28. The Norwalk Board of Education and/or the Norwalk Individual Defendants

failed to perform a background check or to check the credentials, certification, and licensure of the employees of Spectrum Kids, LLC to ensure that they met the mandatory Connecticut certification and licensure requirements for teachers, administrators, or special service staff members in Connecticut public schools and/or to ensure that they were sufficiently qualified to provide autism-related programming either before Lore and/or Spectrum Kids, LLC were hired or at any time thereafter.

29. The defendant Norwalk Board of Education and/or the Norwalk Individual Defendants knew or should have known that some or all of the Spectrum Kids, LLC employees lacked appropriate qualifications, credentials, and licensure.

30. The Norwalk Board of Education and the Norwalk Individual Defendants knew, or should have known, that because she lacked all relevant education, credentials, certifications, and licenses, Lore was unfit and not competent to develop, implement and/or oversee an autism-related program for the plaintiffs, including for plaintiff Nathan T. Graham.

31. Defendants Lore and/or Spectrum Kids LLC created and provided autism-related curricula and services to the plaintiffs herein that were gravely deficient and harmful to the neurological, social, and language development of the plaintiffs.

32. At all times relevant to this Complaint, the Norwalk Board of Education and/or the Norwalk Individual Defendants had a duty to supervise Lore's creation, implementation, and oversight of autism-related programming for the plaintiffs herein.

33. The Norwalk Board of Education and/or the Norwalk Individual Defendants failed to supervise Lore's creation, implementation, and oversight of autism-related programming for the plaintiffs herein.

34. The Norwalk Board of Education and the Norwalk Individual Defendants knew,

or should have known, that their failure to supervise Lore's creation, implementation, and oversight of autism-related programming for the plaintiffs herein would result in serious and permanent personal injuries to said plaintiffs, including to the neurological, social, and language development of the plaintiffs.

35. On or about the spring of 2008, parents of the plaintiffs herein began raising concerns to the Norwalk Individual Defendants and/or to their employees, agents and representatives that their children were failing to progress, were actively regressing, and were acquiring harmful learning patterns, and that the autism-related services being provided by Lore and/or Spectrum Kids, LLC on behalf of NPS were severely lacking.

36. At the same time, parents of the plaintiffs herein also raised questions to the Norwalk Individual Defendants and/or to their employees, agents and representatives regarding Lore's credentials, licensure, and qualifications.

37. The Norwalk Individual Defendants never investigated Lore or took any responsive action even after plaintiff parents notified them during the course of Lore's/Spectrum Kids' employment of said concerns: (i) about Lore's lack of fitness for her position; (ii) about Lore's lack of education, credentials, qualifications, licensure and truthfulness; and/or (iii) about their children's failure to progress, regression, and acquisition of harmful learning patterns.

38. Instead, the Norwalk Individual Defendants retained and continued to retain Lore and/or Spectrum Kids, LLC to create, implement, and oversee the autism-related programming for the plaintiffs herein even after the plaintiffs' parents raised serious questions as to Lore's lack of fitness, education, credentials, qualifications, licensure, and truthfulness, and as to their children's lack of progress, regression, and acquisition of harmful habits.

39. Due to their grave concerns described above, plaintiffs' parents investigated Lore

themselves, and discovered information about Lore's false claims of qualifications, credentialing, and licensure, and reported Lore to law enforcement and/or agency.

40. Thereafter, the U.S. Attorney for the District of Connecticut and later the police department of the City of Norwalk opened investigations into Lore's actions.

41. In late August 2008, after learning of the aforementioned allegations and/or investigation, Lore disappeared.

42. Lore was later located and arrested. She pled guilty to larceny, fraud and misrepresenting her credentials in working for the City of Norwalk (and other) schools. She was sentenced to three years in prison and five years of probation, which she served. She was re-arrested in 2018 for probation violations.

43. The plaintiff, Nathan T. Graham, was diagnosed with autism and/or autism-spectrum disorder in September 2006, shortly before his second birthday, and participated in the Connecticut Birth-to-Three program.

44. On or about March 2007, Nathan's ABA program began with Birth-to-Three and Spectrum Kids, LLC, with Lore in charge of devising Nathan's autism curriculum, training therapists, attending team meetings, and communicating with plaintiff's parents Kimberly H. Graham and Erik J. Graham.

45. In October 2007, a NPS Planning and Placement Team ("PPT") meeting was held to assess Nathan's needs in advance of his transitioning into the NPS system on his third birthday as a special education student. Defendant Beatrice Krawiecki was Nathan's case manager and was in charge of creating his Individual Education Plan (IEP). The Norwalk defendants, through Krawiecki, endorsed and adopted an autism-related program for Nathan that had been created by Lore.

46. On or about November 8, 2007, the plaintiff Nathan T. Graham was transitioned from the Birth-to-Three program into the NPS system as a special education student at the NPS Marvin preschool with a Spectrum Kids, LLC "shadow," for the purpose of receiving services related to his autism.

47. For the period of approximately March 2007 through approximately May 2008, the plaintiff Nathan T. Graham received autism-related services through NPS, which were provided by defendants Lore and/or Spectrum Kids, LLC and which were approved by the Norwalk Individual Defendants and/or by the Norwalk Board of Education.

48. The Norwalk Board of Education and the Norwalk Individual Defendants knew, or should have known, that hiring, failing to supervise, and continuing to retain Lore, an unqualified, uncredentialed, and unlicensed individual charged with providing autism-related services to minors, including the plaintiffs, would result in serious and permanent personal injuries to said minors, including to the neurological, social, and language development of the plaintiffs.

49. The Norwalk Individual Defendants and their agents, servants, and/or employees were negligent in one or more of the following ways in that they:

a. failed to confirm and/or check Lore's qualifications, credentials, and licensure or to perform a background check on Lore prior to hiring her to ensure that she held a valid certificate or permit appropriate to her position, in violation of Conn. Gen. Stat. § 10-145 and Regs., Conn. State Agencies §§ 10-145d-407, 10-76d-2;

b. failed to discover and/or determine, prior to hiring Lore and/or Spectrum Kids, LLC that Lore had falsified her qualifications, credentials, and licensure;

c. failed to confirm and/or check the qualifications, credentials, or licensure or perform a background check on any of the employees of Spectrum Kids, LLC prior to hiring Lore and/or Spectrum Kids, LLC;

d. failed to discover and/or determine, prior to hiring Lore and/or Spectrum Kids, LLC that some or all of the Spectrum Kids, LLC employees lacked appropriate qualifications, credentials, and licensure;

e. failed to confirm or ensure that the hiring process for all persons who would interact with minor children was done correctly according to the applicable laws, policies, regulations, and procedures of the State of Connecticut, the City of Norwalk, and the Norwalk Board of Education, including Conn. Gen. Stat. § 10-145 and Regs., Conn. State Agencies §§ 10-145d-407, 10-76d-2;

f. hired Lore and/or Spectrum Kids, LLC despite Lore's lack of appropriate qualifications, credentials, and licensure;

g. failed to verify and/or check the qualifications, credentials and licensure of Lore or any of the Spectrum Kids, LLC employees in any way whatsoever after Lore and/or Spectrum Kids, LLC were hired, during the period of March 2007 through August 2008;

h. failed to properly supervise Lore's creation, implementation, provision, and oversight of autism-related programming for the plaintiffs herein;

i. failed to recognize and/or address the inadequacies of the services provided by Lore and/or Spectrum Kids, LLC during the period of March 2007 through August 2008;

j. failed to investigate or address parental inquiries and concerns regarding Lore's lack of qualifications, credentials, and licensure when confronted with such inquiries and concerns during the course of employment of Lore and/or Spectrum Kids, LLC; and

k. improperly retained Lore and/or Spectrum Kids, LLC in spite of the lack of appropriate education, qualifications, certification, or licensure on the part of Lore and/or the Spectrum kids, LLC employees, and despite the concerns raised by the parent of the plaintiffs therein as to Lore's qualifications and truthfulness.

50. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants in hiring Lore, Nathan Graham suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

51. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants in failing to supervise Lore, Nathan Graham suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

52. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants in improperly retaining Lore and/ or Spectrum Kids, LLC, Nathan Graham suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

53. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Nathan Graham lost a significant portion of the limited period of time during which effective neurological, social, and language development is possible. This loss of time negatively affected the trajectory of Nathan Graham's neurological, social, and language development.

54. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants as described herein, Nathan Graham has required additional services from August 2008 through the present to attempt to mitigate the effects of the lost opportunity for neurological, social, and language development caused by the defendants' negligence.

55. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Nathan Graham was outplaced by Norwalk to The Greenwich Education Group's Pinnacle School in Stamford, CT, a private special education school.

56. As a further result of the negligence of the Norwalk Individual Defendants, Nathan Graham has suffered and continues to suffer substantial and significant social deficits.

57. As a further result of the negligence of the Norwalk Individual Defendants, Nathan Graham has suffered and continues to suffer significant emotional distress.

58. As a further result of the negligence of the Norwalk Individual Defendants, Nathan Graham has been and will continue to be deprived of the opportunity to carry on many of life's activities and has suffered and will suffer a loss in the enjoyment of his life's activities.

COUNT TWO: NATHAN T. GRAHAM, AS TO NORWALK BOARD OF EDUCATION

1 – 58. Paragraphs 1 through 58 of Count One are here incorporated and made Paragraphs 1 through 58 of this Count Two.

59. At all times relevant to plaintiffs' claims in this Complaint, the Norwalk Individual Defendants were partners, employees and/or authorized agents of defendant Norwalk Board of Education, acting within the scope of their employment and/or agency with defendant Norwalk Board of Education and in furtherance of the interests of defendant Norwalk Board of Education.

60. Defendant Norwalk Board of Education is liable for all injuries and damages of plaintiff Nathan T. Graham as caused by the negligence of the Norwalk Individual Defendants, as alleged above pursuant to C.G.S. § 10-235.

COUNT THREE: SUPRAJA RAJAGOPALAN, KRISHNA THIRUVENGADACHARI AS GUARDIANS OF VASISHT KRISHNA, AS TO JANIE R. FRIEDLANDER, BEATRICE KRAWIECKI, SALVATORE CORDA, STACY LORE AND SPECTRUM KIDS, LLC

1. Supraja Rajagopalan and Krishna Thiruvengadachari are the parents of the plaintiff Vasisht Krishna and were appointed as plenary co-guardians of Vasisht Krishna by the Wallingford Probate Court on May 13, 2022. Supraja Rajagopalan and Krishna Thiruvengadachari bring this action on behalf of Vasisht Krishna in their capacity as plenary co-

guardians.

2. At all times relevant to this Complaint, Supraja Rajagopalan, Krishna Thiruvengadachari, and Vasisht Krishna were residents of the City of Norwalk, in Fairfield County, Connecticut.

3 – 43. Paragraphs 2 through 42 of Count One are hereby incorporated and made Paragraphs 3 through 43 of this Count Three.

44. The plaintiff Vasisht Krishna participated in the Connecticut Birth-to-Three program based on his significant language delays and other concerning behaviors.

45. On or about mid-May 2007, the plaintiff Vasisht Krishna was transitioned from the Birth-to-Three program into the NPS system as a special education student.

46. The plaintiff Vasisht Krishna was not evaluated or tested by Lore or by anyone else at NPS for autism and/or autism-spectrum disorder upon transitioning into the NPS system in mid-May 2007, despite the written permission and request of his parents, plaintiffs Supraja Rajagopalan and Krishna Thiruvengadachari, to test Vasisht, and despite Vasisht's displaying evidence of developmentally delayed behavior, lack of skills and lack of spoken language, all of which were indicators that Vasisht was most likely autistic.

47. Lore and/or NPS knew or should have known that Vasisht was demonstrating autism-related behaviors and needed to be tested, diagnosed, and provided with appropriate autism-related services; but failed to do so.

48. Under the direction of Lore, NPS failed to change Vasisht's diagnosis to autism and/or autism disorder until March 13, 2008.

49. Even after Vasisht's formal diagnosis was changed to autism on March 13, 2008, Lore and/or NPS failed to make appropriate changes to Vasisht's goals or objectives, failed to

increase his related service therapy time, and failed to include any appropriate autism-specific methodology into his IEP.

50. NPS placed Vasisht with Lore despite previous complaints by other parents that she was providing inadequate and inappropriate therapy and insisted that Lore had the BCBA credentials, qualifications, BCBA experience, and specialized knowledge that Vasisht needed.

51. In June 2008, Lore performed a home visit and thereafter sent plaintiffs Supraja Rajagopalan and Krishna Thiruvengadachari a copy of the autism-services plan for Vasisht that she had developed and submitted to NPS for approval. On the cover of the plan, another child's name was written, not Vasisht's. Plaintiffs Supraja Rajagopalan and Krishna Thiruvengadachari contacted Lore and requested a plan for their child, not a plan drawn up for another child. Lore resent the same plan with the name changed to Vasisht Krishna, but with no other substantive changes made.

52. Vasisht began working directly with Lore in approximately early-mid June 2008, over his parents' protests.

53. For the period of approximately June 2008 through August 2008, Vasisht Krishna received autism-related services through NPS, which were provided by defendants Lore and/or Spectrum Kids, LLC.

54. After Lore disappeared in August 2008, Supraja Rajagopalan and Krishna Thiruvengadachari repeatedly contacted defendant Krawiecki and other representatives, employees, and/or agents of Defendant Norwalk BOE to request that the Norwalk BOE provide Vasisht with the services of a qualified and reputable ABA therapist under the supervision of a qualified BCBA. The Norwalk Individual Defendants failed to provide any appropriate autism-related services until approximately November or December 2008, leaving Vasisht to languish at

home without providing any autism-related services and support for approximately two to three months after Lore disappeared.

55. During the period from May 2007- December 2008, Vasisht failed to progress, regressed, and acquired harmful habits, and sustained serious and permanent personal injuries to his neurological, social, and language development.

56. The Norwalk Individual Defendants and their agents, servants, and/or employees were negligent in one or more of the following ways in that they:

a. failed to confirm and/or check Lore's qualifications, credentials, and licensure or to perform a background check on Lore prior to hiring her to ensure that she held a valid certificate or permit appropriate to her position, in violation of Conn. Gen. Stat. § 10-145 and Regs., Conn. State Agencies §§ 10-145d-407, 10-76d-2;

b. failed to discover and/or determine, prior to hiring Lore and/or Spectrum Kids, LLC that Lore had falsified her qualifications, credentials, and licensure;

c. failed to confirm and/or check the qualifications, credentials, or licensure or perform a background check on any of the employees of Spectrum Kids, LLC prior to hiring Lore and/or Spectrum Kids, LLC;

d. failed to discover and/or determine, prior to hiring Lore and/or Spectrum Kids, LLC that some or all of the Spectrum Kids, LLC employees lacked appropriate qualifications, credentials, and licensure;

e. failed to oversee that the hiring process for all persons who would interact with minor children was done correctly according to the applicable laws, policies, regulations, and procedures of the State of Connecticut, the City of Norwalk, and the Norwalk Board of Education, including Conn. Gen. Stat. § 10-145 and Regs., Conn. State Agencies §§ 10-145d-407, 10-76d-2;

f. hired Lore and/or Spectrum Kids, LLC despite the lack of appropriate qualifications, credentials, and licensure on the part of Lore and/or some or all of the Spectrum Kids, LLC employees;

g. failed to verify and/or check the qualifications, credentials and licensure of Lore or any of the Spectrum Kids, LLC employees in any way whatsoever after Lore and/or Spectrum Kids, LLC were hired, during the period of March 2007 through August 2008;

h. failed to properly supervise Lore's creation, implementation, provision, and oversight of autism-related programming for the plaintiffs herein;

i. failed to recognize and/or address the inadequacies of the services provided by Lore and/or Spectrum Kids, LLC during the period of March 2007 through August 2008;

j. failed to investigate or address parental inquiries and concerns regarding Lore's lack of qualifications, credentials, and licensure when confronted with such inquiries and concerns during the course of employment of Lore and/or Spectrum Kids, LLC; and

k. improperly retained Lore and/or Spectrum Kids, LLC in spite of the lack of appropriate education, qualifications, certification, and/or licensure on the part of Lore and/or the Spectrum kids, LLC employees, and despite the concerns raised by the parent of the plaintiffs therein as to Lore's qualifications and truthfulness.

57. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants in hiring Lore, Vasisht Krishna suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

58. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants in failing to supervise Lore, Vasisht Krishna suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

59. As a result of the negligence of the Norwalk Board of Education and the Norwalk

Individual Defendants in improperly retaining Lore and/ or Spectrum Kids, LLC, Vasisht Krishna suffered a permanent regression in his neurological, social, and language development, and an increase in the symptoms of autism spectrum disorder and in his inability to communicate.

60. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vasisht Krishna lost a significant portion of the limited period of time during which effective neurological, social, and language development is possible. This loss of time negatively affected the trajectory of his neurological, social, and language development.

61. The Norwalk Board of Education and the Norwalk Individual Defendants knew, or should have known, that hiring, retaining and failing to supervise an unqualified, uncredentialed, and unlicensed individual to provide autism-related services to minors, including the plaintiffs herein, would result in in serious and permanent personal injuries to said minors.

62. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vasisht Krishna was outplaced by Norwalk in 2009 to The Meliora Academy in Meriden, CT, a private special education school offering autism-related services.

63. After eight years of Vasisht commuting for more than over four hours daily between The Meliora Academy in Meriden, CT and his home in Norwalk, CT, the Krishna family rented a house in Wallingford, CT in 2017 to be closer to The Meliora Academy. Vasisht attended The Meliora Academy five days per week for approximately 32.5 hours per week for approximately 8 years. The Town of Wallingford has funded Vasisht's attendance at The Meliora Academy from 2017 through June 2025.

64. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vashisht Krishna has also required home-based support,

including anti- bolting monitoring, supportive therapies, and independent living skills/socialization training, from August 2008 continuing through the present. Because of financial inability, Supraja Rajagopalan and Krishna Thiruvengadachari have struggled to provide these services to Vasisht privately, and Norwalk has provided only minimal services. Vasisht has therefore not been provided with most of these necessary services. He would benefit from additional services.

65. As a result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vasisht Krishna has required additional autism-based services from December 2008 continuing through the present.

66. As a further result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vashist Krishna has failed to develop meaningful expressive or receptive communication skills; can be physically aggressive when frustrated by his inability to communicate; and is a diagnosed "bolter."

67. As a further result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vashist Krishna will likely require placement in a residential facility for the rest of his natural life.

68. As a further result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vashisht Krishna has suffered and continues to suffer substantial and significant social deficits.

69. As a further result of the negligence of the Norwalk Board of Education and the Norwalk Individual Defendants, Vashisht Krishna has suffered and continues to suffer significant emotional distress.

70. As a further result of the negligence of the Norwalk Board of Education and the

Norwalk Individual Defendants, Vashisht Krishna has been and will continue to be deprived of the opportunity to carry on many of life's activities and has suffered and will suffer a loss in the enjoyment of his life's activities.

COUNT FOUR: SUPRAJA RAJAGOPALAN, KRISHNA THIRUVENGADACHARI AS GUARDIANS OF VASISHT KRISHNA, AS TO NORWALK BOARD OF EDUCATION

1 – 70. Paragraphs 1 through 70 of Count Three are here incorporated and made Paragraphs 1 through 70 of this Count Four.

71. At all times relevant to plaintiffs' claims in this Complaint, the Norwalk Individual Defendants were partners, employees and/or authorized agents of defendant Norwalk Board of Education, acting within the scope of their employment and/or agency with defendant Norwalk Board of Education and in furtherance of the interests of defendant Norwalk Board of Education.

72. Defendant Norwalk Board of Education is liable for all injuries and damages of plaintiff, Vasisht Krishna, as caused by the negligence of the Norwalk Individual Defendants, as alleged above pursuant to C.G.S. § 10-235.

THE PLAINTIFFS,

BY: */s/ Angelo Z. Ziotas Juris No. 404773*
ANGELO A. ZIOTAS
SYDNEY T. GEER
SILVER GOLUB & TEITELL LLP
ONE LANDMARK SQ., 15TH FL STAMFORD, CT 06901
(203) 325-4491 JURIS #58005