

FST-CR21-0245672-T	:	SUPERIOR COURT
FST-CR21-0245958-T	:	
STATE OF CONNECTICUT	2022 FEB -9: P 3: 02	JUDICIAL DISTRICT OF
v.	SUPERIOR COURT	STAMFORD-NORWALK
HADLEY PALMER	:	FEBRUARY 9, 2022

MEMORANDUM OF DECISION RE:
MOTION TO SEAL THE FILE AND TO CLOSE THE COURTROOM

I

FACTS & PROCEDURAL HISTORY

The defendant, Hadley Palmer, moves to seal the court file in the above-captioned criminal matters, and to close the courtroom for any further proceedings.¹ By way of background, the defendant was arrested pursuant to a warrant signed on October 22, 2021. The defendant was subsequently arraigned on October 25, 2021, at which time, she applied for pretrial accelerated rehabilitation (AR), which resulted in the temporary sealing of the file pursuant to statute.² At the same time, the state had independently filed a motion to seal the arrest warrant on October 25, 2021. However, the state did not pursue its motion because of the defendant’s AR application, which has since been withdrawn.

¹ The court reserves judgement on the defendant’s request to close the courtroom for her sentencing hearing, which is currently scheduled for August 1, 2022.

² See General Statutes § 54-56e (a): “There shall be a pretrial program for accelerated rehabilitation of persons accused of a crime or crimes or a motor vehicle violation or violations for which a sentence to a term of imprisonment may be imposed, which crimes or violations are not of a serious nature. Upon application by any such person for participation in the program, the court shall, but only as to the public, order the court file sealed.”

On January 14, 2022, pursuant to the provisions of Practice Book § 42-49A (f) (1), public notice of a hearing to be held on the defendant's request to seal the contents of her court file was posted. On January 19, 2022, the defendant entered into a written plea agreement with the state, which was filed under seal. That agreement was signed by the defendant, her counsel, and the assistant state's attorney. The defendant then pleaded guilty in open court to the following four offenses: one count of voyeurism, in violation of General Statutes § 53a-189a (a) (4) (a class C felony); two counts of voyeurism, in violation of General Statutes § 53a-189a (a) (4) (both class D felonies); and risk of injury to a minor, in violation of General Statutes § 53-21 (a) (1) (a class C felony). Appended to that plea agreement as Attachment A is a statement of facts, which was accepted by the court. The defendant faced charges in two different files. The original arrest warrant contains the factual allegations to which the defendant has now entered guilty pleas, while the second warrant alleges that the defendant violated certain terms and conditions of her pretrial release. As a result of her guilty pleas, the state will not be prosecuting the defendant for the allegations in the second warrant. Counsel for the victims/complaining witnesses were present at the time of the defendant's guilty pleas, and they voiced no objections to the disposition.

On February 1, 2022, at the Stamford Superior Court, the public hearing on the defendant's motion was held as previously noticed and calendared. The defendant submitted an appropriate written memorandum of law to the court to justify the relief sought, and she also lodged the record with the court pursuant to the Practice Book.³ At that hearing, counsel for all the victims and the state's attorney's office joined the defendant's motion in requesting that the file remain sealed.

³ Practice Book § 7-4C is entitled "Lodging a Record." It provides in relevant part: "(a) A 'lodged record' is a record that is temporarily placed or deposited with the court but is not filed. (b) A party who moves to file a record under seal or to limit its disclosure shall put the record in a manila envelope or other appropriate container, seal the envelope of container, and lodge it with the court."

When the court invited public comment and participation, a reporter from the Associated Press, David Collins, orally objected to the sealing of the file in its entirety. Specifically, Collins argued that based upon the nature of the crimes that the defendant pleaded guilty to, a strong public interest existed such that in his view the sealing of the file in its entirety was improper.

II

DISCUSSION

The United States Supreme Court has established that the press and public have a constitutional right of access to criminal trials by virtue of the first amendment. *Globe Newspaper Co. v. Superior Court for Norfolk County*, 457 U.S. 596, 603, 102 S. Ct. 2613, 73 L. Ed. 2d 248 (1982); see *Richmond Newspapers, Inc. v. Virginia*, 448 U.S. 555, 100 S. Ct. 2814, 65 L. Ed. 2d 973 (1980). “Two features of the criminal justice system, emphasized in the various opinions in *Richmond Newspapers*, together serve to explain why a right of access to *criminal trials* in particular is properly afforded protection by the [f]irst [a]mendment. First, the criminal trial historically has been open to the press and general public. [A]t the time when our organic laws were adopted, criminal trials both here and in England had long been presumptively open. . . . And since that time, the presumption of openness has remained secure. . . . This uniform rule of openness has been viewed as significant in constitutional terms not only because the Constitution carries the gloss of history, but also because a tradition of accessibility implies the favorable judgment of experience.

“Second, the right of access to criminal trials plays a particularly significant role in the functioning of the judicial process and the government as a whole. Public scrutiny of a criminal trial enhances the quality and safeguards the integrity of the factfinding process, with benefits to

both the defendant and to society as a whole. Moreover, public access to the criminal trial fosters an appearance of fairness, thereby heightening public respect for the judicial process. And in the broadest terms, public access to criminal trials permits the public to participate in and serve as a check upon the judicial process—an essential component in our structure of self-government. In sum, the institutional value of the open criminal trial is recognized in both logic and experience.” (Citations omitted; emphasis in original; footnotes omitted; internal quotation marks omitted.) *Globe Newspaper Co. v. Superior Court for Norfolk County*, *supra*, 457 U.S. 605–606.

“The public also has a qualified [f]irst [a]mendment right to access judicial documents if they are derived from or are a necessary corollary of the capacity to attend proceedings, or if logic and experience support such access—that is, if access plays a significant positive role in the functioning of the particular process in question and the documents have historically been open to the press or general public.” (Internal quotation marks omitted.) *United States v. Armstrong*, 185 F. Supp. 3d 332, 335 (E.D.N.Y. 2016). This court recognizes that, “[t]here shall be a presumption that documents filed with the court shall be available to the public. . . . The presumption that documents filed with the court shall be available to the public is deeply rooted in the common law and in the [f]irst [a]mendment. . . . The public’s right to monitor the judicial process through open court proceedings and records enhances confidence in the judicial system by ensuring that justice is administered equitably and in accordance with established procedures. . . . Public observation of the judicial process diminishes the possibilities for injustice, incompetence, perjury and fraud and provides the public with a more complete understanding of the judicial system and a better perception of its fairness.” (Citations omitted; internal quotation marks omitted.) *State v. Abushaqra*, Superior Court, judicial district of Hartford, Docket No. CR-11-0235121-S (July 13, 2015, *Baldini, J.*), *aff’d*, 164 Conn. App. 256, 137 A.3d 861 (2016).

“However, this right of access to court proceedings is not absolute . . . When the public’s interest in judicial monitoring is outweighed by countervailing considerations, such as certain privacy concerns, or if access is sought for improper purposes . . . court documents or proceedings may be shielded from public view. . . . Similarly, the presumption of openness applies only to judicial documents; that is, any document filed that a court reasonably may rely on in support of its adjudicatory function; . . . and even then, judicial documents may be sealed when there are overriding considerations.” (Citations omitted; internal quotation marks omitted.) *State v. G.C.*, Superior Court, judicial district of Tolland, Docket No. CR-20-07393940-T (May 12, 2021, *Bhatt, J.*). The court finds that this particular case presents such overriding considerations.

The Connecticut Practice Book sets forth the procedures for sealing court records in criminal matters. *State v. Abushagra*, supra, Superior Court, Docket No. CR-11-0235121-S; see Practice Book § 42-49A.⁴ “The court may seal a judicial document only if (1) it concludes that a

⁴ Practice Book § 42-49A is entitled “Sealing or Limiting Disclosure of Documents in Criminal Cases.” It provides in relevant part: “(c) Upon written motion of the prosecuting authority or of the defendant, or upon its own motion, the judicial authority may order that files, affidavits, documents, or other materials on file or lodged with the court or in connection with a court proceeding be sealed or their disclosure limited only if the judicial authority concludes that such order is necessary to preserve an interest which is determined to override the public’s interest in viewing such materials. The judicial authority shall first consider reasonable alternatives to any such order and any such order shall be no broader than necessary to protect such overriding interest. An agreement of the parties to seal or limit the disclosure of documents on file with the court or filed in connection with a court proceeding shall not constitute a sufficient basis for the issuance of such an order.

(d) In connection with any order issued pursuant to subsection (c) of this section, the judicial authority shall articulate the overriding interest being protected and shall specify its findings underlying such order and the duration of such order. If any finding would reveal information entitled to remain confidential, those findings may be set forth in a sealed portion of the record. The time, date, scope and duration of any such order shall be set forth in a writing signed by the judicial authority which upon issuance the court clerk shall immediately enter in the court file and publish by posting on a bulletin board adjacent to the clerk’s office and accessible to the public. The judicial authority shall order that a transcript of its decision be included in the file or prepare a memorandum setting forth the reasons for its order.”

sealing order is necessary to preserve an interest which is determined to override the public's interest in viewing the document; (2) the court first considers reasonable alternatives to any such order; (3) the order is no broader than necessary to protect the overriding interest; and (4) the court articulates the overriding interest being protected and specifies the findings underlying the sealing order." *State v. Medina*, Superior Court, judicial district of Litchfield, Docket No. CR-12-139085-S (March 6, 2012, *Marano, J.*) (53 Conn. L. Rptr. 632).

Indeed, "[t]he presumption of openness may be overcome only by an overriding interest based on findings that closure is essential to preserve higher values and is narrowly tailored to serve that interest. The interest is to be articulated along with findings specific enough that a reviewing court can determine whether the closure order was properly entered." (Internal quotation marks omitted.) *State v. G.C.*, supra, Superior Court, Docket No. CR-20-07393940-T. "Undoubtedly, the defendant bears the burden of proving that sealing a document is warranted." *State v. Komisarjevsky*, 302 Conn. 162, 176, 25 A.3d 613 (2011).

In her motion, the defendant argues that the court should order the entirety of the court file sealed, as such an order is the only practical means to preserve the privacy interests of the victims. Specifically, she argues that the details of the charges involve confidential identifying information about the victims, and that those privacy interests outweigh the public's interest in viewing the court file. The defendant contends that dissemination of the contents of the court file would reveal the victims' identities within the communities where they reside, and that no reasonable alternatives exist other than granting the defendant's request. The state concurs, and while this is not a situation where a stipulation of the parties alone is ever sufficient to order sealing, in this instance, the court agrees.

A. Overriding Interest Likely to be Prejudiced

“Conclusory statements that the defendant’s right to an impartial jury will be prejudiced are not sufficient to overcome the right of public access. . . . There must be some compelling demonstration that irreparable damage to a fair trial will likely result from a public disclosure of the information. Such a determination requires specific findings by the court.” (Citations omitted; internal quotation marks omitted.) *State v. Medina*, supra, 53 Conn. L. Rptr. 632. “The mere articulation of a compelling interest justifying the sealing of court documents, however, is not enough for a court to enter a sealing order. The proponent must specify precisely how disclosure will injure the interest which overrides the public’s right to know.” Id. “The more extensive a request for sealing, the greater must be the gravity of the required interest and the likelihood of risk to that interest to justify it.” (Internal quotation marks omitted.) *United States v. Armstrong*, supra, 185 F. Supp. 3d 336.

“Overriding interests that outweigh the presumption of openness have included the right to a fair trial . . . the protection of victims of sexual assault from the trauma and embarrassment of public scrutiny . . . potentially the protection of juveniles . . . the prosecution of minors as youthful offenders . . . hearings concerning evidence of sexual conduct of a victim in a prosecution for sexual assault . . . and, confidentiality of identifying information of victims of sexual assault . . .” (Citations omitted; internal quotation marks omitted.) *State v. G.C.*, supra, Superior Court, Docket No. CR-20-07393940-T. To this list of overriding interests, which is neither exhaustive nor exclusive, this court adds the compelling interest in maintaining the confidentiality of victims of voyeurism, particularly when those victims are minors.

B. Narrowly Tailored to Protect that Interest

“Redaction of the specific, offending material is appropriate in the interest of securing no broader a limitation of disclosure than is necessary and there is no other reasonable alternative. The redactions affect material that is inflammatory; material of significant import that is unfairly prejudicial to the defendant; and material that constitutes an invasion of privacy unnecessary to the public’s understanding of the criminal process.

“Material . . . that may or may not be construed by the public as strong evidence against the accused has not been redacted unless it is unfairly prejudicial; nor is it redacted because it may or may not be challenged at trial. If the standard for redaction/sealing were, simply, material suggesting the guilt of the accused or that could or would be challenged at trial, then all arrest warrants and search warrants would be sealed since their very purpose is to establish probable cause for the arrest or the search and most evidence offered against an accused is challenged at trial. Furthermore, it would make no sense to release dramatically altered affidavits that promote a public misconception that the arrest and/or search warrants were issued under the flimsiest of circumstances.” (Internal quotation marks omitted.) *State v. Medina*, supra, 53 Conn. L. Rptr. 632.

C. Reasonable Alternatives

“In *Boston Herald, Inc. v. Sharpe*, 432 Mass. 593, 610–11, 737 N.E.2d 859 (2000), the Massachusetts Supreme Court affirmed the unsealing of divorce records of the defendant and victim in a murder case because the proponents of sealing failed to show that reasonable alternatives to sealing, such as individual voir dire, change of venue and appropriate jury instructions would be ineffective or inadequate. Likewise, in *In re Application & Affidavit for a Search Warrant*, 923 F.2d 324 (4th Cir. 1991), the court affirmed the unsealing of an affidavit filed in support of a search warrant notwithstanding the claim by the defendant that the affidavit was so

prejudicial that its disclosure would prevent him from obtaining a fair trial. The court stated that fair trials can coexist with media coverage because there are ways to minimize prejudice to defendants without withholding information from public view, principally through the use of voir dire to identify those jurors whose prior knowledge of the case would disable them from rendering an impartial verdict.

“In *State v. Davis*, [48 Conn. Supp. 147, 834 A.2d 805 (2003)] the court granted the motion of the defendant to seal the arrest warrant affidavit where the defendant, a state legislator, was accused of sexually assaulting a minor in his care. The court found that the defendant’s right to a fair trial overrode the right of public access, and that sealing was necessary to protect that right in light of the tremendous press coverage of the proceedings as well as the graphic and inflammatory nature of the statements contained in the affidavit. . . . The court also found that there were no reasonable alternatives to sealing the affidavit. . . . The voir dire process would not be sufficient to undo the harm done by the disclosure of the full affidavit, which, as indicated contains very explicit statements, some of which would not likely be presented at trial but which would be exploited by very prejudicial pretrial publicity. . . . Redaction was also not a reasonable alternative because [a] properly redacted affidavit would fully eviscerate the thrust of the allegations leaving only a skeleton of the present allegations.” (Citations omitted; internal quotation marks omitted.) *State v. Medina*, supra, 53 Conn. L. Rptr. 632. Given the facts to which the defendant has pleaded guilty to, coupled with the commingling of protected and unprotected information, the court agrees with the parties that redaction of the arrest warrant affidavit is simply not possible.

D. Findings to Support Closure

“Documents to which the public has a presumptive right of access may be sealed only if specific, on the record findings are made demonstrating that closure is essential to preserve higher

values and is narrowly tailored to serve that interest.” (Internal quotation marks omitted.) *State v. Komisarjevsky*, supra, 302 Conn. 176–77; see *State v. Patel*, 174 Conn. App. 298, 324–25, 166 A.3d 727 (granting petition for review where trial court “did not articulate what overriding interest it sought to protect by limiting the petitioner’s access to copies of exhibits and made no specific findings underlying its order, including listing which exhibits were subject to the order”), cert. denied, 327 Conn. 955, 171 A.3d 1051 (2017).

As previously stated, the defendant has entered into a written plea agreement with the state, which gives defense counsel the right to argue for a sentence between certain parameters for his client. The defendant is currently scheduled for sentencing on August 1, 2022. The plea agreement also includes a statement of facts, which is referenced as Attachment A. While the specific allegations shall remain be sealed due to the overriding interests that this case presents, the same may not be said for the terms of the plea agreement itself. Therefore, the plea agreement negotiated between the parties is hereby publicly disclosed (with minor redactions) as Exhibit 1 to this decision. The factual recitation found in Attachment A of the agreement shall remain sealed. However, in balancing the competing interests that this case presents, the court believes that the following summary of Attachment A is appropriate for public disclosure:

Between 2017 and 2018, the defendant knowingly photographed, filmed and recorded certain individuals without their knowledge or consent, and under circumstances where those individuals were not in plain view, and had a reasonable expectation of privacy, and at least one photograph taken by the defendant depicted a person who was a minor.

The court is fully aware that this decision to seal the file may be subject to appellate review. If further articulation is ordered by a reviewing court, this court is prepared to set forth additional findings in writing in a sealed portion of the record, as provided by Practice Book § 42-49A (d).

In that regard, the court is confident that the findings specific enough to determine the propriety of this order may be readily ascertained by a review of the arrest warrant affidavit.

The court has sincerely considered other, less restrictive means of accomplishing the overriding goal of protecting the important privacy interests at stake. Unfortunately, no reasonable alternatives exist. The term “public interest” is admittedly a general concept, one whose weight can vary greatly in any given case, depending upon the specific privacy interests that it comes into conflict with. It is a question of degree, and therefore, cannot be disposed of by general propositions. Moreover, it is important to recall that the privacy rights at stake here are *not* those of the defendant herself; but rather, are rights properly belonging to the affected minors and other victims in this case. If the defendant may be considered as having thrust herself into the public spotlight by virtue of her wrongful behavior and subsequent prosecution, the same may *not* be said of those parties already adversely impacted by this case.

A similar type of difficult judicial balancing act was once recognized by United States Supreme Court Justice Robert H. Jackson, in *Davies Warehouse Co. v. Bowles*, 321 U.S. 144, 64 S. Ct. 474, 88 L. Ed. 635 (1944). This was a World War II-era case involving price controls and public utilities under the Emergency Price Control Act. Noting that Congress had failed to otherwise define what was meant by a “public utility” in that statute, Jackson observed that it left the courts with “a task of unexpected difficulty.” *Id.*, 147. “Use of that term in a context of generality wears an appearance of precision which proves illusory when exact application becomes necessary.” *Id.* As this court said to the representative of the Associated Press at the hearing on February 1, 2022: “There’s a lot of different ways to try to strike the proper balance, and I assure you, I’ll give it careful consideration. I view my job as seriously as you do yours. Whether we’ll agree or not, I don’t know.” Exact application of terms being necessary in this instance, it compels

the court's conclusion that except as otherwise disclosed herein, the file shall remain sealed until further order of the court. Furthermore, publication of this decision and the attached exhibit is hereby ordered.

IT IS SO ORDERED,



BLAWIE, J.

EXHIBIT 1

FST-CR21-0245672-T

STATE OF CONNECTICUT

v.

HADLEY PALMER

SUPERIOR COURT

JUDICIAL DISTRICT OF
STAMFORD-NORWALK

JANUARY 19, 2022

PLEA AGREEMENT

Pursuant to Practice Book § 39-5 through -7, the Office of the State's Attorney for the Judicial District of Stamford-Norwalk (State) and Hadley Palmer hereby agree as follows:

1. **Charges and Plea.** Palmer agrees to plead guilty to a substitute information charging her under Docket No. FST-CR21-0245672-T with three counts of voyeurism in violation of Conn. Gen. Stat. § 53a-189a(a)(4) and one count of risk of injury to a child in violation of Conn. Gen. Stat. § 53-21(a)(1).

Palmer admits that she is guilty of these crimes, that she is pleading guilty because she is guilty, and that she understands that the Court will adjudicate her guilty of these offenses.

Palmer acknowledges that her counsel has explained to her each of the elements of the offenses to which she is pleading guilty. She further acknowledges that if she had not pleaded guilty to the offenses, the State would have proven all of the elements of the offenses beyond a reasonable doubt at trial.

Palmer understands that the charges to which she is pleading guilty carry with them the following penalties:

Charge	Penalty
Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))	A term of imprisonment of not less than one year and not more than ten years;
Class C Felony (as to [REDACTED])	A period of probation of not less than ten and not more than 35 years or a period of conditional discharge of not more than five years; and
	A fine not to exceed \$10,000

<p>Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))</p> <p>Class D Felony (as to ██████████)</p>	<p>A term of imprisonment of not more than five years;</p> <p>A period of probation of not less than ten and not more than 35 years or a period of conditional discharge of not more than five years; and</p> <p>A fine not to exceed \$5,000</p>
<p>Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))</p> <p>Class D Felony (as to ██████████)</p>	<p>A term of imprisonment of not more than five years;</p> <p>A period of probation of not less than ten and not more than 35 years or a period of conditional discharge of not more than five years; and</p> <p>A fine not to exceed \$5,000</p>
<p>Risk of Injury to a Child (Conn. Gen. Stat. § 53-21(a)(1))</p> <p>Class C Felony</p>	<p>A term of imprisonment of not less than one year and not more than ten years;</p> <p>A period of probation of not more than five years; and</p> <p>A fine not to exceed \$10,000</p>

2. **Factual Predicate for Plea.** Palmer agrees that the facts alleged in the attached Statement of Facts in Support of Plea Agreement (Attachment A) fairly and accurately describe her actions and involvement in the offenses to which she is pleading guilty.

3. **Sentence Recommendation.** In exchange for Palmer's pleas of guilty to the charges described in paragraph 1, above, the State agrees that it will make the following sentence recommendation:

Docket No.	Offense	Sentence Recommendation
FST-CR20-0242675-T	<p><i>Count One</i></p> <p>Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))</p> <p>(as to ██████████)</p>	<p>A term of imprisonment of ten years, execution suspended after the defendant serves not less than 90 days and not more than 60 months, and 20 years of probation.</p>
	<p><i>Count Two</i></p> <p>Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))</p> <p>(as to ██████████)</p>	<p>A term of imprisonment of five years, execution suspended, and 20 years of probation.</p>
	<p><i>Count Three</i></p> <p>Voyeurism (Conn. Gen. Stat. § 53a-189a(a)(4))</p> <p>(as to ██████████)</p>	<p>A term of imprisonment of five years, execution suspended, and 20 years of probation.</p>
	<p><i>Count Four</i></p> <p>Risk of Injury to a Child (Conn. Gen. Stat. § 53-21(a)(1))</p>	<p>A term of imprisonment of ten years, execution suspended after the defendant serves not less than 90 days and not more than 60 months, and five years of probation.</p>

4. **Running of Sentences.** Palmer understands that the State will recommend that the sentences imposed by the Court run as follows:

- a. Counts one and four run concurrently with each other and consecutively to counts two and three; and
- b. Counts two and three run concurrently with each other and consecutively to counts one and four.

The intent of this recommendation is to achieve a total effective sentence of a term of imprisonment of 15 years, execution suspended after Palmer serves not less than 90 days and not more than 60 months, and 20 years of probation. Except as provided in paragraph 7, below, Palmer agrees that she will not oppose this total effective sentence recommendation.

5. **Bond Recommendation Following Entry of Pleas.** Palmer understands that following her entry of guilty pleas to the charges described in paragraph 1, above, the State will move to increase the bond set under Docket No. FST-CR20-0242675-T. Palmer agrees that she will not oppose this motion and, should the Court increase her bond, will not attempt to post the new bond for at least 90 days following the date of the modification.

6. **Sexual Offender Registration.** Palmer understands that a conviction for violating Conn. Gen. Stat. § 53a-189a(a)(4) will require that she register with the Commissioner of Emergency Services and Public Protection her name, identifying factors, criminal history record, residence address and electronic mail address, instant message address or other similar Internet communication identifier, if any, and maintain that registration for a period of ten years from the date of her release into the community.

Palmer further understands that the Court may order the Department of Emergency Services and Public Protection to restrict the dissemination of her registration information to law enforcement purposes only and to not make that information available for public access, provided the Court finds that dissemination of the registration information is not required for public safety and that publication of the registration information would be likely to reveal the identity of the victim within the community where the victim resides.

7. **Right to Argue.** The State and Palmer agree that either party may argue at sentencing for a total non-suspended term of imprisonment between the range of 90 days and 60 months. The State and Palmer further agree that either party

may, with the permission of the court, present evidence at sentencing in support of their respective arguments.

8. **Request for Presentence Investigation.** Palmer acknowledges that the State will request a presentence investigation at the time she enters pleas of guilty, and she agrees that she will not oppose that request.
9. **Conditions of Probation.** Palmer understands that the State will seek, and agrees that she will not oppose, the following special conditions of probation:
 - a. Palmer shall not own, possess, or use any cellular telephone or other digital communication device capable of taking a still photograph or video without the approval of the Office of Adult Probation;
 - b. Palmer shall not own, possess, or use any clandestine photographic or video recording device;
 - c. Palmer shall have no unsupervised or overnight contact or communication with minors, including contact or communication with minors by means of the internet or any other digital or written communication medium; and
 - d. Palmer shall not seek or maintain employment, or volunteer, in any capacity in which she will have supervision over minors.

Palmer further understands that the Office of Adult Probation may impose additional conditions of probation, and that the conditions set forth in this paragraph are not exhaustive. As used in this paragraph, the term "minor" refers to any individual under the age of 18 years.

10. **Modifications to Conditions of Probation.** The parties agree that nothing in this Plea Agreement limits Palmer's right to request that the court modify her conditions of probation at any time after sentencing.
11. **Protective Orders.** Palmer understands that the State will seek a protective order of 30 years duration prohibiting her from (1) having any contact with [REDACTED] by any means, including third-party contact; (2) going to [REDACTED] residence or place of employment; and (3) coming within 100 yards of [REDACTED]. Palmer agrees that she will not object to the issuance of this protective order.
12. **Additional Benefits.** In addition to the sentence recommendation described in paragraph 3, above, the State agrees that it will not bring additional criminal charges against Palmer for her conduct as described in Attachment A, and will

withdraw or decline to seek any applicable sentence enhancements. The State further agrees that at the conclusion of sentencing it will enter a disposition of nolle prosequi to any outstanding charges under Docket Nos. FST-CR21-0245672-T and FST-CR21-0245958-T.

13. **Waivers.** The parties agree that the purpose of this Plea Agreement is to fully and finally dispose of the criminal matters pending under Docket Nos. FST-CR21-0245672-T and FST-CR21-0245958-T. To that end, Palmer agrees to waive the following:

- a. *Statute of Limitations.* Palmer agrees that, should her conviction following her pleas of guilty under this Plea Agreement be vacated for any reason, any prosecution based on the conduct described in Attachment A that was not barred by the applicable statute of limitations on the date the parties signed this agreement (including any counts that the State has agreed not to prosecute or to dismiss after sentencing under this agreement) may be commenced or reinstated against Palmer regardless of whether the statute of limitations has expired since the agreement was signed. It is the intent of this Plea Agreement to waive all defenses based on the statute of limitations regarding any prosecution of conduct described in Attachment A that is not barred on the date this Plea Agreement is signed.
- b. *Trial Rights.* Palmer understands that by pleading guilty pursuant to this Plea Agreement, she agrees to waive certain rights given to her under the Constitution of the United States, the Constitution of the State of Connecticut, and/or by statute or rule. Specifically, Palmer agrees to waive the right to:
 - i. Any further discovery or disclosures of information not already provided at the time of the entry of her guilty pleas;
 - ii. Plead not guilty and be tried before a jury of her peers;
 - iii. Be represented by counsel at trial;
 - iv. Confront and cross-examine witnesses against her;
 - v. Challenge the admissibility of evidence offered against her;
 - vi. Compel witnesses to appear to present evidence or testify on her behalf;
and

- vii. Testify in her own defense.
- c. *Right to Appeal.* Palmer understands that state law gives defendants the right to appeal their sentences in certain circumstances. In exchange for the sentence recommendation specified in paragraph 3, above, and other benefits described in this Plea Agreement, Palmer agrees to waive the right to appeal the sentence in this case, including but not limited to, any period of imprisonment, fine, conditions of probation, or restitution order. Notwithstanding this waiver, Palmer maintains the right to appeal or raise on appeal:
- i. Any sentence that exceeds the sentence recommended by the State;
 - ii. Any illegal sentence; and
 - iii. Claims of ineffective assistance of counsel.
- d. *Collateral Attack.* Palmer waives any right to challenge the convictions entered, or sentence imposed, under this Plea Agreement, or to otherwise attempt to modify or change the sentence, in any collateral attack, including, but not limited to:
- i. An application to modify the sentence under Conn. Gen. Stat. § 53a-39;
 - ii. An application for review of the sentence by the Sentence Review Division of the Superior Court under Conn. Gen. Stat. §§ 51-194 through -196;
 - iii. A petition for a writ of habeas corpus predicated on any ground other than actual innocence based on newly discovered evidence or ineffective assistance of counsel; and
 - iv. A motion brought by Palmer for early termination of probation under Conn. Gen. Stat. § 53a-33 during the first 15 years of her term of probation.

Palmer acknowledges that she and her counsel have discussed the nature and scope of each of these rights and the consequences of waiving them. By signing this Plea Agreement, Palmer affirms that it is her intent to waive the rights described herein, and that she does so knowingly, intelligently, and voluntarily.

14. **Victims.** Palmer understands that, in exchange for her pleas of guilty to the charges described in paragraph 1, above, the State not pursue certain charges pending prior to the entry of her guilty pleas. Palmer agrees that all individuals

depicted in the material giving rise to those charges, including [REDACTED], shall be considered crime victims under Conn. Gen. Stat. § 1-1k and shall enjoy all rights and benefits afforded to crime victims by law in connection with this case, Plea Agreement, and any proceeding arising from this case or Plea Agreement.

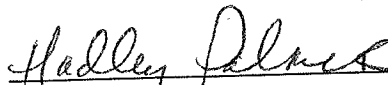
15. **Consequences of Breach.** Should Palmer breach this Plea Agreement, including by attempting to exercise any right waived under paragraph 13, above, the State will be relieved of any of its obligations under this agreement, and may commence or reinstate any charges against Palmer that were not barred by the applicable statute of limitations on the date the parties signed this agreement (including charges that the State has agreed not to prosecute or to dismiss after sentencing under this agreement).
16. **Integration Clause.** This Plea Agreement represents the entire understanding of the parties. No additional promises, agreements, or understandings exist with respect to Palmer's and the State's rights and obligations except those described in this agreement. This Plea Agreement is limited strictly to the cases pending under Docket Nos. FST-CR21-0245672-T and FST-CR21-0245958-T, and no promises have been made with respect to any other criminal cases, whether known or unknown to the State, involving the defendant. Any modifications to this agreement or future agreements will be put in writing and signed by all parties.
17. **Court Not a Party to This Agreement.** Palmer understands that the Court is not a party to this Plea Agreement and is not obligated to impose the sentence recommended by the State. Should the Court decline to accept this agreement or impose a sentence within the parameters recommended by the State, either party may declare the agreement null and void.
18. **Right to Withdraw.** Both parties agree that either Palmer or the State may withdraw from this Plea Agreement for any reason prior to the entry of guilty pleas.
19. **Acknowledgement and Understanding.** All parties acknowledge that they have completely and thoroughly reviewed and discussed the terms of this Plea Agreement and have had sufficient opportunity to ask questions about, and seek modifications to, the agreement. By signing their names below, the parties agree that they have read and understood every paragraph of this agreement, and the consequences arising therefrom.

Dated at Stamford, Connecticut, this
19th day of January, 2022.

THE STATE OF CONNECTICUT



DANIEL E. CUMMINGS
Assistant State's Attorney


HADLEY PALMER

MICHAEL T. MEEHAN
Counsel for Hadley Palmer