## 1-001
## AUTHORIZATION, EMPLOYMENT RECORDS

### EMPLOYMENT AUTHORIZATION

[*Insert date*]

[*Insert name and address of client's employer*]

| Re: | Employee: | [*Insert client's name*] |
|---|---|---|
| | Address: | [*Insert client's address*] |
| | Date of Birth: | [*Insert client's date of birth*] |

You are hereby authorized to furnish and release to: [*Insert name and address of law firm*], or their representative, any and all information, reports or documents (electronic or otherwise), including, but not limited to all pre-employment application and documents, evaluations, attendance records, payroll history, disability records, termination or leaving records, correspondence, memoranda, office notes, dates of employment, absences, evaluations, wages or salary, illnesses and injuries, W-2 forms, medical records, and recorded material of any kind and any other information regarding the employment history of [*Insert client's name*]. This request is for information from __________ through the present.

A copy of this authorization may be used in lieu of the original signed authorization.

This authorization will expire six (6) months from the date that appears above and will be void thereafter.

______________________________

[*Insert client's name*]



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**1-002**
## AUTHORIZATION, MEDICAL RECORDS

### MEDICAL RECORD AUTHORIZATION HIPAA COMPLIANT

[*Insert date*]

[*Insert name and address of client's medical provider*]

| Re: | Client (Patient): | [*Insert client's name*] |
|---|---|---|
| | Address: | [*Insert client's address*] |
| | Date of Birth: | [*Insert client's date of birth*] |

1. I hereby authorize the above-named medical provider to release information from the health record of the above-named patient to: [*Insert name of law firm*]
2. The purpose for such information is at the request of the patient.
3. Requested Data:
4. Date(s) of Service:
5. This form serves the dual purpose of a general authorization for the release of protected health information and a specific authorization for the release of information protected by state and federal confidentiality laws and regulations. The information to be released may contain information pertaining to psychiatric, psychological, drug and alcohol and/or HIV or AIDS testing, diagnosis, or treatment.
6. I understand my right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and submit this to the department that maintains my requested information. I understand the revocation will not apply to information that has already been released in response to this authorization.
7. You are instructed to comply with this request by providing copies of my records only and you are instructed to preserve my original records.
8. This authorization does not waive the physician-patient privilege, except as provided herein.
9. Do not disclose any information to any insurance company or their representative or to any other person without my prior written authorization.
10. You are not authorized to speak with anyone, other than my attorneys at [*Insert name of law firm*] and current treating health care providers concerning my medical condition, care, and treatment.
11. A copy may be used in lieu of the original signed authorization.
12. This authorization will expire one (1) year from the date that appears above and will be void thereafter.



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13. I understand that authorizing the disclosure of this health information is voluntary. I need not sign this authorization to ensure treatment, payment, or healthcare operations. I understand information once released may not be protected by federal confidentiality rules and carries with it the potential for an unauthorized redisclosure.

________________________________

[*Insert client's name*]



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# 1-003
# AUTHORIZATION, SCHOOL RECORDS

## AUTHORIZATION FOR SCHOOL RECORDS

[*Insert date*]

[*Insert name and address of client's school*]

TO WHOM IT MAY CONCERN:

You are hereby authorized to provide to my attorneys, [*Insert name of law firm*], complete copies of all records, without limitation, of the entire school record of [*Insert client's name*], including attendance, scholastic, special education records, extra-curricular, medical, performance reports, letters, notes, test scores, psychological evaluations, etc., that they may request.

________________________________

[*Insert client's name*]

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## 1-004
## AUTHORIZATION, SIGNATURE

### AUTHORIZATION: USE OF SIGNATURE FOR MEDICAL RECORDS REQUESTS

I, __________ hereby grant any employee of [*Insert name of law firm*], the authority to use my signature, included in the box below, for the purpose of requesting any and all medical records that could lead to relevant information in the investigation or pursuit of my legal matter. I understand that I can revoke this authorization at any time, and that this authorization will otherwise expire upon the termination of the attorney-client relationship or my receipt of notification that [*Insert name of law firm*] will not be able to represent me in my legal matter. I understand that any medical records furnished to [*Insert name of law firm*] under a "Right of Access" request are no longer protected under the Health Information Portability and Accountability Act but will be managed with the same care as any other confidential client record.

DATED: [*Insert date*]

[PLEASE MAKE SURE YOUR ENTIRE SIGNATURE FALLS WITHIN
THE BORDERS OF THE ABOVE BOX]



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## 1-005
## AUTHORIZATION, TELEPHONE RECORDS

### AUTHORIZATION FOR TELEPHONE RECORDS

[*Insert date*]

[*Insert name and address of client's telephone carrier*]

| Re: | Client (Customer): | [*Insert client's name*] |
|---|---|---|
| | Address: | [*Insert client's address*] |
| | Telephone number: | [*Insert client's telephone number*] |

1. I hereby authorize the above-named telephone provider to release information in its possession or control regarding its above-named customer to: [*Insert name of law firm*]
2. The purpose for such information is at the request of the customer.
3. The requested data includes any all records for telephone number: [*Insert telephone number*].
4. Date(s) of Service:
5. This form serves the dual purpose of a general authorization for the release of protected information and a specific authorization for the release of information protected by state and federal confidentiality laws and regulations.
6. I understand my right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and submit this to the department that maintains my requested information. I understand the revocation will not apply to information that has already been released in response to this authorization.
7. You are instructed to comply with this request by providing copies of my records only and you are instructed to preserve my original records.
8. This authorization does not waive the business-customer privilege, except as provided herein.
9. Do not disclose any information to any insurance company or its representative or to any other person without my prior written authorization.
10. You are not authorized to speak with anyone, other than my attorneys at [*Insert name of law firm*].
11. A copy may be used in lieu of the original signed authorization.
12. This authorization will expire one (1) year from the date that appears above and will be void thereafter.

13. I understand that authorizing the disclosure of this information is voluntary. I understand information once released may not be protected by federal confidentiality rules and carries with it the potential for an unauthorized redisclosure.

____________________________________

[*Insert client's name*]



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# 1-006
# CASE INTAKE, PERSONAL INJURY

Date of Intake: Referred By:

Name:

Address:

Phone: (cell/home) (alternate)

E-mail:

Individuals/Entities Involved:

Date(s) of Incident(s):

Summary of Incident(s):



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Injuries: ____________________________________________

Status: ____________________________________________

(Consultation scheduled, additional investigation required, rejected, referred out, etc.)



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## 1-007
## CASE INTAKE, MEDICAL MALPRACTICE

CLIENT/PATIENT INFORMATION (deceased /living)

Name:

DOB: DOD:

Phone: Alternate:

Email:

CALLER INFORMATION (if different than patient)

Name:

Phone:

Email:

REPRESENTATIVE (Estate, Conservatorship, Guardianship, etc.)

Opened (y/n): Date Opened:

Court: Case Number:

Attorney:

CHIEF COMPLAINT

Brief description of concern(s):

Timeline:

Autopsy: Insurance:

Do you have any medical records:

Have you ever contacted the provider about the alleged malpractice?

CLIENT/PATIENT SOCIAL HISTORY

Who does/did the patient live with?

Marital Status (current and at time of incident):

Children (names and ages/loss of parental consortium claim?):

Employment:



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Criminal/legal history: ______________________________
Any liens/unpaid taxes: ______________________________
Notes on social history: ______________________________
______________________________
______________________________

PATIENT MEDICAL HISTORY
What providers did the client/patient see (other than GP/PCP): ______________________________
______________________________
______________________________
Mental illness: ______________________________
Substance use/abuse ______________________________
Tobacco use: ______________________________
______________________________

Did/Does patient have any of the following:

| | | |
|---|---|---|
| Heart disease / Heart attack | Dx Date: ________________ | Tx MD: ________________ |
| COPD | Dx Date: ________________ | Tx MD: ________________ |
| High blood pressure | Dx Date: ________________ | Tx MD: ________________ |
| Diabetes | Dx Date: ________________ | Tx MD: ________________ |
| Liver disease | Dx Date: ________________ | Tx MD: ________________ |
| Cancer | Dx Date: ________________ | Tx MD: ________________ |
| Stroke | Dx Date: ________________ | Tx MD: ________________ |
| Surgeries | Dx Date: ________________ | Tx MD: ________________ |

Notes on medical history: ______________________________
______________________________
______________________________

## AUTHOR'S COMMENT

### In General

This form is intended to be used as a supplement to a more generic intake form.



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## 1-008
## NOTICE, POTENTIAL DEFENDANT DRIVER

[*Insert date*]

[*Insert driver's name and address*]

Dear [*Insert driver's Name*]:

Please be advised that this office represents [*Insert client's name*], who will seek to recover damages from you because of an automobile accident. Police Department records indicate that you were the driver of the vehicle involved in the accident, which occurred on [*Insert date of accident*], at [*Insert location of accident—road, town or city, state*].

If you are insured, please turn this letter over to your insurance company. If you are not insured, please contact this office immediately.

Sincerely,

______________________________

[*Insert attorney's signature block*]



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## 1-009
## NOTICE, REPRESENTATION TO INSURANCE COMPANY

[*Insert date*]

[*Insert insurance company's name and address*]

| Re: | Our Client: | [*Insert client's name*] |
|---|---|---|
| | Your Insured: | [*Insert insured's name*] |
| | Date of Loss: | [*Insert date of loss*] |
| | Your Claim No: | [*Insert claim no.*] |

TO WHOM IT MAY CONCERN:

Please be advised that this firm represents [*Insert client's name*] concerning the above-referenced matter and any claims or lawsuits arising therefrom.

Please direct all inquiries to my attention.

Sincerely,

________________________________

[*Insert attorney's signature block*]



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## 1-010
## NOTICE, UNINSURED/UNDERINSURED MOTORIST CLAIM

[*Insert date*]

[*Insert insurance company's name and address*]

| Re: | Your Insured: | [*Insert insured's name*] |
|---|---|---|
| | Date of Loss: | [*Insert date of loss*] |
| | Policy No: | [*Insert policy no.*] |

TO WHOM IT MAY CONCERN:

This office represents [*Insert insured/client's name*] who was injured in a motor vehicle collision which occurred on the above date in [*Insert town or city and state*]. I am enclosing a copy of the Police Accident Report for your file.

Please be advised that I will be making an uninsured/underinsured motorist claim on behalf of [*Insert insured/client's name*], should the insurance coverage of the other responsible persons involved in the collision be inadequate to fully compensate [*Insert insured/client's name*] for his or her serious injuries.

Please direct all inquiries to my attention.

Sincerely,

______________________________

[*Insert attorney's signature block*]



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**1-011**
**MEDICAL MALPRACTICE, 90-DAY EXTENSION OF STATUTE OF LIMITATIONS, GENERAL STATUTES § 52-190a**

| | | |
|---|---|---|
| PETITION TO THE CLERK | : | SUPERIOR COURT |
| [*First Named Plaintiff,*<br>*Second Named Plaintiff, Etc.*,]<br>AND ANY OTHER PLAINTIFFS<br>YET TO BE IDENTIFIED | : | JUDICIAL DISTRICT<br>OF ______________________ |
| v. | : | AT ______________________ |
| [*First Named Defendant*]<br>or its servants, agents,<br>apparent agents or employees;<br><br>[*Second Named Defendant*]<br>or its servants, agents,<br>apparent agents or employees;<br><br>[*Etc.*],<br><br>AND/OR ANY OTHER HEALTH CARE<br>PROVIDERS AND THEIR SERVANTS,<br>AGENTS AND/OR EMPLOYEES<br>AS YET TO BE DETERMINED | : | [*Date*] |

Pursuant to General Statutes § 52-190a (b), the undersigned hereby petitions for an automatic ninety (90) day extension of any and all applicable statutes of limitations or repose that apply to the plaintiffs' claims to recover for damages resulting from personal injury or death regarding the course of treatment given to [*Insert name of first named plaintiff* ] commencing on or about [*Insert date*], and continuing thereafter, to allow the reasonable inquiry required by subsection (a) General Statutes § 52-190a to determine that there are grounds for a good faith belief that there has been negligence in the care or treatment of [*Insert name of first named plaintiff* ] by [*Insert name of first named defendant*], or its servants, agents, apparent agents or employees; [*Insert name of second named defendant*] or its servants, agents, apparent agents or



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employees; [*Etc.*,] AND/OR ANY OTHER HEALTH CARE PROVIDERS AND THEIR SERVANTS, AGENTS AND/OR EMPLOYEES AS YET TO BE DETERMINED.

ATTORNEY FOR THE PETITIONER[S],

______________________________

[*Insert attorney's signature block*]

**ORDER**

The foregoing Petition having been presented to the Clerk of the Court pursuant to General Statutes § 52-190a (b), it is hereby ordered that the statute of limitations be extended for ninety (90) days.

BY THE COURT

______________________________

Clerk

Dated at [*Insert town or city and state*] this _____ day of _____________, 20__.

## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 52-190a (b), provides: "Upon petition to the clerk of any superior court or any federal district court to recover damages resulting from personal injury or wrongful death, an automatic ninety-day extension of the statute of limitations shall be granted to allow the reasonable inquiry required by subsection (a) of this section. This period shall be in addition to other tolling periods." The ninety-day extension applies to both the two- and the three-year time periods in § 52-584 and the two- and five-year periods in § 52-555. *See Barrett v. Montesano*, 269 Conn. 787, 849 A.2d 839 (2004).



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## 1-012
## MEDICAL MALPRACTICE, ATTORNEY'S CERTIFICATE OF GOOD FAITH, GENERAL STATUTES § 52-190a

| | | |
|---|---|---|
| RETURN DATE: [*Date*] | : | SUPERIOR COURT |
| [*Name of plaintiff*] | : | JUDICIAL DISTRICT OF |
| v. | : | AT |
| [*Name of defendant*] | : | [*Date*] |

**ATTORNEY'S CERTIFICATE**

I, [*Name of attorney*], hereby certify that I have made reasonable inquiry, as permitted by the circumstances, to determine whether there are grounds for a good faith belief that there has been negligence in the care and treatment of [*Name of plaintiff*]. This inquiry has given rise to a good faith belief on my part that grounds exist for an action against the named defendant, [*Name of defendant*], and/or its servants, agents, apparent agents and/or employees.

THE PLAINTIFF

BY: ______________________________

[*Insert attorney's signature block*]



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## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 52-190a (a), provides in relevant part:

> No civil action or apportionment complaint shall be filed to recover damages resulting from personal injury or wrongful death occurring on or after October 1, 1987, whether in tort or in contract, in which it is alleged that such injury or death resulted from the negligence of a health care provider, unless the attorney or party filing the action or apportionment complaint has made a reasonable inquiry as permitted by the circumstances to determine that there are grounds for a good faith belief that there has been negligence in the care or treatment of the claimant. The complaint, initial pleading or apportionment complaint shall contain a certificate of the attorney or party filing the action or apportionment complaint that such reasonable inquiry gave rise to a good faith belief that grounds exist for an action against each named defendant or for an apportionment complaint against each named apportionment defendant. To show the existence of such good faith, the claimant or the claimant's attorney, and any apportionment complainant or the apportionment complainant's attorney, shall obtain a written and signed opinion of a similar health care provider, as defined in section 52-184c, which similar health care provider shall be selected pursuant to the provisions of said section, that there appears to be evidence of medical negligence and includes a detailed basis for the formation of such opinion . . . .



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## 1-013
## MEDICAL MALPRACTICE, PHYSICIAN OPINION LETTER, GENERAL STATUTES § 52-190a

***SAMPLE***[1]

**PHYSICIAN'S OPINION**
**PURSUANT TO CONN. GEN. STAT. § 52-190a**
**(NOT SUBJECT TO GENERAL DISCLOSURE)**

Dear Attorney Reilly, et al.:

Thank you for asking me to review the care of Edward E. [*full surname removed in this sample only*], while an ophthalmology patient of Robert N. [*full surname removed in this sample only*], MD, of Ophthalmic Consultants of Connecticut, P.C. (OCC), including while Mr. E. was a surgical patient of Dr. N. at New Vision Cataract Center, LLC (NVCC). Dr. N.'s care of Mr. E. occurred between May 2019 and, approximately, January 2021. As you know, I am board certified by the American Board of Ophthalmology and have been since 1980. I have been a practicing ophthalmologist since 1980. I have also been an instructor of ophthalmology since 1980. In terms of the opinions that I have expressed herein, all of which I hold to a reasonable degree of medical probability, I have limited my comments to the care provided by Dr. N. You have advised me that Dr. N. was board certified in Ophthalmology and was an agent, servant, or employee of OCC, as well as NVCC, at the time of the relevant events herein in 2019-2020. I am familiar with the standard of care applicable to board certified Ophthalmologists including Dr. N., both in Connecticut and nationally, in 2019-2020, under the circumstances of this case.

In addition to relying on my training, education, experience, my own writing, and ongoing review of the medical literature, to formulate my opinions herein, I have read and reviewed Mr. E.'s medical records regarding his care at OCC and NVCC.

I have summarized some of Mr. E.'s salient medical events below. Mr. E. was referred to OCC by James R., OD, for evaluation of glaucoma in his right and left eye. Mr. E. was initially seen at OCC by Joseph T., OD, on April 12, 2019. At that time, Mr. E. had no ocular concerns and was taking no ocular medications. He had a negative review of systems, his visual acuity (VA) was measured as 20/20 in the right eye and 20/30 in the left eye. His intraocular pressures (IOP) measured by pneumotonometry were recorded as 35 on the right and 31 on the left. Mr. E. was diagnosed with Primary open angle glaucoma (POAG) of both eyes, mild stage. The plan was to discontinue his "timoptin" and start "Lumigan 1/1 QHS." Follow up was to return to the office in two weeks for IOP check and medication management.

On April 26, 2019, Mr. E. was again seen by Dr. T. He reported no vision changes in the interim. His VA was 20/20 in both eyes, his IOP was 37 on the right and 33 on the left, also measured with pneumotonometry. The diagnosis was the same—POAG of both eyes, mild stage. Dr. T. determined that Mr. E. did not have glaucoma; but was at high risk for it in the future. His plan was to continue to monitor his signs and symptoms, he prescribed Combigan BID in both eyes and wanted to recheck the IOP in 3-4 weeks.

[1] Some documents are not conducive to presentation as "forms," per se. In these instances, a sample, rather than a form, has been provided. In the case of a physician opinion letter, only a sample makes sense since each case is unique. The document provided here (with a few minor modifications) is part of the public record.



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On May 10, 2019, Mr. E. was seen again by Dr. T. The office note indicated that Combigan did seem to be reducing his IOP, which were measured at 24 on the right and 26 on the left with pneumotonometry. His VA was 20/20 on the right and 20/25 on the left. The assessment remained the same, the plan was to continue to maintain the current regimen. However, Dr. T. referred Mr. E. to Dr. N. (also at OCC) for a Selective Laser Trabeculoplasty (SLT) procedure.

At his first visit to Dr. N. on May 15, 2019, Mr. E.'s VA was the same as on the prior visit, his IOP was 34 on the right and 31 on the left via pneumotonometry. OCT was performed. Dr. N. stated: "1) Assessment—Anatomical narrow angle of both eyes; Impression—Occludable; Plan—The risks, benefits and alternatives to [Laser peripheral iridotomy] LPI to the right eye were discussed in detail. The elective nature of the procedure was discussed in detail. The angle of the eye appears to be occludable. The goal of the procedure is to widen the angle and prevent angle closure; 2. Assessment—POAG of both eyes, moderate stage; Impression—IOP above target, patient has borderline thinning of the RNFL OU; Plan—Patient to have possible SLT OU after LPIs if IOP is not lowered enough.

The next day, on May 16, 2019, Dr. N. performed an iridotomy on Mr. E.'s right eye. His VA was 20/20 both eyes. According to Dr. N.'s note, his assessment was anatomical narrow angle of right eye, impression—occludable. Then, less than week later, on May 22, 2019, Dr. N. performed an iridotomy on Mr. E.'s left eye.

On July 3, 2019, Dr. N. evaluated Mr. E.'s IOP following the LPIs in both of his eyes. His VA was 20/20 in both the right and left eyes. Using applanation, Mr. E.'s IOP's were measured as 25 on the right and 20 on the left. (N.B.—using pneumotonometry they were also measured as 37 on the right and 42 on the left.) Dr. N.'s note stated: "Assessment—POAG of both eyes, moderate stage; Impression—POAG of both eyes, moderate stage—IOP elevated OU—S/P LPI; Plan—Discussed diagnosis in detail with patient. Discussed treatment options with patient. Recommend patient have XEN OS due to elevated IOP and above target range."

According to the medical records, the NVCC consent form for surgery on Mr. E.'s left eye was dated July 3, 2019, at 10:30 a.m.

On August 6, 2019, Dr. N. performed a surgical procedure on Mr. E.'s left eye at NVCC. The procedure was variously described in the records as "XEN in the left eye" and/or "Express minishunt left eye with Mitomycin C." The following day, on August 7, 2019, Dr. N.'s office note recorded Mr. E.'s VA as 20/20 in the right and 20/60 in the left, IOP via applanation in the left eye was 6. Dr. N.'s record stated: "Assessment—POAG of both eyes, moderate stage; Impression—S/P Express OS 8/6/19—Patient doing well, IOP stable; Plan—Con. p/o drops as directed." The comments section of this note stated: "PRN (patient has SX OD booked)."

A week later, on August 13, 2019, Dr. N. operated on Mr. E.'s right eye at the NVCC. The Ocular Surgery Eye History Form for the NVCC had "express minishunt with Mitomycin C" crossed out and "Ahmed valve with Graft—Right Eye" was written in. Mr. E.'s previous ocular surgery was described as "XEN Left Eye." According to the medical records, the consent form for Mr. E.'s right eye surgery had "express minishunt with Mitomycin C" crossed out and "Ahmed valve with Scleral Patch Graft" was written in on the procedure line; this form was dated July 3, 2019, at 10:30 a.m.

Following the procedure on August 13, 2019, Mr. E. was seen by Emily L., OD, at OCC on August 19, 2019. Among other things, Dr. L. indicated "Ahmed valve—patch graft in place" in the right eye and a right-sided "shallow interior chamber." Her impression was "S/P Ahmed Valve OD 8/13/19; Express Mini shunt OS 8/6/19." On August 20, 2019, Mr. E. was seen by Dr. T. at OCC. Mr. E. complained of constant



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8/10 pain in the right eye. The VA in his right eye was described as "HM." His IOP on the right was measured at 2 using applanation. Dr. T. diagnosed Mr. E. with "Hypotony of right eye."

On August 21, 2019, Mr. E. was seen by Dr. N. Mr. E. reported that "he can't see at all in the OD. Headache today, redness, and discomfort in the OD. S/p Ahmed Valve OD x 8/13/19. S/p Express minishunt OS x 8/6/19." Mr. E.'s VA on the right was "HM" and 20/40 on the left. His IOP with applanation was 2 on the right and 14 on the left (N.B.—with pneumotonometry, his IOP was 1 on the right and 6 on the left.) Dr. N.'s assessment was hypotony of the right eye following Ahmed Valve placement. He injected the right eye to try to increase its IOP.

Between August 2019 and October 2020, Mr. E. continued to see Dr. N. for ophthalmologic care, with Dr. N. performing several operative procedures. As of the visit on October 16, 2020, Mr. E.'s VA on the right was recorded by Dr. N. as 20/200 and on the left as 20/20.

The standard of care applicable to Dr. N., as a board certified Ophthalmologist, required him to use applanation when evaluating a patient's IOP. It was below the standard of care to rely on pneumotonometry to determine whether a patient is a proper surgical candidate. It was below the standard of care for Dr. N. to operate on Mr. E. in this case including the right iridotomy on May 16, 2019, the left iridotomy on May 22, 2019, the XEN or minishunt procedure on August 6, 2019, and the Ahmed valve placement with graft on August 13, 2019. Mr. E.'s had elevated IOP for years but was not losing his sight. Conservative measures should have been continued. Further, it was below the standard of care to perform the second glaucoma surgery just one week after the first. Further, it was a violation of the applicable standard of care to proceed with an Ahmed valve placement and graft on Mr. E.'s right eye on August 13, 2019. This procedure was not medically indicated; rather, it was excessive and unwarranted. The informed consent documentation for the August 13, 2019, procedure was also a violation of the standard of care and the surgery should not have been permitted to proceed with the existing documentation.

Based on my review of the above, it is my opinion to a reasonable degree of medical probability that Dr. N. failed to comply with the standard of care applicable to him in the manner set forth above. Thus, it is my opinion, that there is evidence of medical negligence on the part of Dr. N., OCC and NVCC in the care and treatment of Mr. E.

The opinions stated herein are based upon the information available to me at this time. Should other information and evidence become available, I reserve the right to supplement and/or amend these opinions.

______________________________

[*Expert's name expunged on copy filed with the court*].



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## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 52-190a (a), provides in relevant part: The complaint, initial pleading or apportionment complaint shall contain a certificate of the attorney or party filing the action or apportionment complaint that such reasonable inquiry gave rise to a good faith belief that grounds exist for an action against each named defendant or for an apportionment complaint against each named apportionment defendant. To show the existence of such good faith, the claimant or the claimant's attorney, and any apportionment complainant or the apportionment complainant's attorney, shall obtain a written and signed opinion of a similar health care provider, as defined in section 52-184c, which similar health care provider shall be selected pursuant to the provisions of said section, that there appears to be evidence of medical negligence and includes a detailed basis for the formation of such opinion . . . .

The adequacy of a "similar health care provider" opinion letter is one of the most frequently litigated pretrial issues in medical malpractice actions and any attorney practicing in this area is well advised to stay current with it. In *Riccio v. Bristol Hosp.*, 341 Conn. 772, 267 A.3d 799 (2022), the Connecticut Supreme Court suggested that failure to know the applicable law may constitute gross negligence on the part of counsel, as opposed to excusable neglect.

The identity of the opinion letter author is to remain confidential, except under the most extraordinary circumstances. *See* General Statutes § 52-190a and Practice Book § 13-2.



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**1-014**
**RETAINER AGREEMENT, STATUTORY FEE**

**RETAINER AGREEMENT**

**I. <u>PARTIES</u>:** I, [*Insert client's name*], (hereafter "the Client") retain the law firm of [*Insert name of law firm*] (hereafter "[*Insert law firm's initials*]") to investigate, and, if warranted, to represent the Client in a claim or claims against any party or parties, arising out of the following: [*Insert a brief description of the claim*].

**II. <u>FEES</u>:** The Client agrees that [*Insert law firm's initials*] shall receive fees of thirty-three and one third (33 1/3) percent of the first three hundred thousand dollars recovered; twenty-five (25) percent of the next three hundred thousand dollars recovered; twenty (20) percent of the next three hundred thousand dollars recovered; fifteen (15) percent of the next three hundred thousand dollars recovered; and ten (10) percent of any further amount recovered which exceeds one million two hundred thousand (1,200,000) dollars, whether by way of settlement or award, before deduction of liens, costs and expenses. The Client authorizes [*Insert law firm's initials*] to deduct said fees, liens, costs, and expenses out of monies received from said party or parties. If all or any part of the settlement or award is to be paid in installments (a "structured settlement"), the fee shall be based upon the present cost of such settlement or award; all fees, liens, costs, and expenses will be paid from the first monies received.

It is agreed that this employment is on a contingent fee basis. If no recovery is made, the Client shall not owe [*Insert law firm's initials*] any sum as attorneys' fees or repayment of costs that the lawyers incurred in investigating and prosecuting the above claim or claims.

**III. <u>COSTS AND EXPENSES</u>:** Costs and expenses include court fees, computer search/research fees, investigation expenses, expert fees, and all other costs and disbursements incurred in the prosecution or settlement of this action. [*Insert law firm's initials*] agrees to advance all out-of-pocket costs and expenses in connection with this litigation. [*Insert law firm's initials*] is authorized to deduct these costs and expenses from any settlement or award after the legal fee has been deducted.

**IV. <u>SERVICES</u>:** This two-page fee agreement applies to all services rendered up to, and including, settlement before trial conclusion or the award of damages by the trier of fact, but not to matters ancillary to the above claims, such as workers compensation, probate court proceedings, guardianships, and/or appeals.

At the conclusion of the case all documents relating to the case will be electronically stored for [*Insert period of time*] and then destroyed. Documents conferring or imposing legal rights upon you will be provided to you at the conclusion of the case.

**V. <u>DISPUTES</u>:** Any disagreements which arise between [*Insert law firm's initials*] and the Client, with respect to fees, costs, and expenses due, shall be settled by binding arbitration.



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**VI. UNDERSTANDING OF COMPLETE AGREEMENT:** The Client hereby acknowledges that he or she has read and fully understands the terms of this Agreement and that this Agreement constitutes the full agreement and entire understanding of the parties. It supersedes any and/or all prior agreements or understandings between the parties. This Agreement may not be modified or canceled in any manner, except by a writing signed by both the Client and an authorized representative of [*Insert law firm's initials*].

Dated at [*Insert town or city and state*] this _____ day of _____________, 20__.

[*Insert name of law firm*] [*Insert client's name*], The Client

___________________________ ______________________________

Subscribed and sworn to before me this _____ day of _____________, 20__.

________________________________

Notary Public

My Commission Expires:



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## 1-015
## RETAINER AGREEMENT, STATUTORY FEE WAIVER

### RETAINER AGREEMENT

**I. PARTIES:** I, [*Insert client's name*], (hereafter "the Client") retain the law firm of [*Insert name of law firm*] (hereafter "[*Insert law firm's initials*]") to investigate, and, if warranted, to represent the Client in a claim or claims against any party or parties, arising out of the following: [*Insert brief description of the claim*].

**II. FEES:** The Client agrees that [*Insert law firm's initials*] shall receive fees of thirty-three and one third (33 1/3) percent of the total monies recovered, whether by way of settlement or award, before deduction of liens, costs, and expenses. The Client authorizes [*Insert law firm's initials*] to deduct said fees, liens, costs, and expenses out of monies received from said party or parties. If all or any part of the settlement or award is to be paid in installments (a "structured settlement"), the fee shall be based upon the present cost of such settlement or award; all fees, liens, costs, and expenses will be paid from the first monies received.

It is agreed that this employment is on a contingent fee basis. If no recovery is made, the Client shall not owe [*Insert law firm's initials*] any sum as attorneys' fees or repayment of costs that the lawyers incurred in investigating and prosecuting the above claim or claims.

**III. WAIVER:** There is a Connecticut statute, General Statutes § 52-251c, which sets forth contingency fee limits in personal injury and/or wrongful death cases. Such limits are set forth in the attached Exhibit A. The statute allows for the voluntary waiver of these limits.

**I, THE CLIENT, UNDERSTAND THAT THE FEE SCHEDULE CONTAINED IN SECTION 52-251c OF THE CONNECTICUT GENERAL STATUTES, SET FORTH IN EXHIBIT A, LIMITS THE AMOUNT OF ATTORNEY'S FEES PAYABLE BY A CLAIMANT AND THAT THE STATUTE WAS INTENDED TO INCREASE THE PORTION OF THE JUDGMENT OR SETTLEMENT THAT WAS ACTUALLY RECEIVED BY A CLAIMANT. NOTWITHSTANDING THAT THE LEGISLATIVE INTENT IN ENACTING THAT FEE SCHEDULE WAS TO CONFER A BENEFIT ON CLAIMANTS LIKE MYSELF, I KNOWINGLY AND VOLUNTARILY WAIVE THAT FEE SCHEDULE IN THE ABOVE CLAIM OR CIVIL ACTIONS ARISING THEREFROM.**

**This waiver is agreed to because of the substantially complex nature of the medical and/or legal issues in this case, the fact that this matter involves serious personal injury and/or wrongful death, the likelihood of extensive investigation and discovery in this case, the likelihood of the need for taking multiple depositions, the need for independent expert witness testimony, the expense involved in prosecuting this case, and/or the agreement by [*Insert law firm's initials*] to advance all costs on the Client's behalf and to waive reimbursement of such costs if there is no recovery.**



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**In no event, will the fee exceed thirty-three and one third (33 1/3) percent of the Client's recovery, either by judgment or settlement and, as stated above, the Client will not be required to repay any costs that the attorney incurred in investigating and prosecuting the claim or civil action if there is no recovery.**

**IV. COSTS AND EXPENSES:** Costs and expenses include court fees, computer search/research fees, investigation expenses, expert fees, and all other costs and disbursements incurred in the prosecution or settlement of this action. [*Insert law firm's initials*] agrees to advance all out-of-pocket costs and expenses in connection with this litigation. [*Insert law firm's initials*] is authorized to deduct these costs and expenses from any settlement or award after the legal fee has been deducted.

**V. SERVICES:** This four-page fee agreement applies to all services rendered up to, and including, settlement before trial conclusion or the award of damages by the trier of fact, but not to matters ancillary to the above claims, such as workers compensation, probate court proceedings, guardianships, and/or appeals.

At the conclusion of the case all documents relating to the case will be electronically stored for [*Insert period of time*] and then destroyed. Documents conferring or imposing legal rights upon you will be provided to you at the conclusion of the case.

**VI. DISPUTES:** Any disagreements which arise between [*Insert law firm's initials*] and the Client, with respect to fees, costs, and expenses due, shall be settled by binding arbitration.

**VIII. [*INSERT LAW FIRM'S INITIALS*] EXPLANATIONS TO CLIENT - Before the Client entered this agreement, [*Insert law firm's initials*] explained Exhibit A and the reasons why [*Insert law firm's initials*] cannot agree to its limitations, advised the Client of his or her right, if so desired, to seek representation by another attorney who might be willing to abide by the limitations in Exhibit A, and offered the Client time to review this agreement along with time to seek advice from, or representation by, another attorney.**

**(Client's Initials) _____________**

**VIII. UNDERSTANDING OF COMPLETE AGREEMENT:** The Client hereby acknowledges that he or she has read and fully understands the terms of this Agreement, including the waiver, and that this Agreement constitutes the full agreement and entire understanding of the parties. It supersedes any and/or all prior agreements or understandings between the parties. This Agreement may not be modified or canceled in any manner, except by a writing signed by both the Client and an authorized representative of [*Insert law firm's initials*].



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Dated at [*Insert town or city and state*] this _____ day of _____________, 20__.

[*Insert name of law firm*]

____________________________

[*Insert client's name*], The Client

______________________________

Subscribed and sworn to before me this _____ day of _____________, 20__.

_________________________________

Notary Public

My Commission Expires:



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**EXHIBIT A**

General Statutes § 52-251c fee schedule in subsection (b):

33 1/3% of the first the first three hundred thousand dollars;

25% of the next first three hundred thousand dollars;

20% of the next first three hundred thousand dollars;

15% of the next first three hundred thousand dollars; and

10% of any amount in excess of one million two hundred thousand dollars.

## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 52-251c was first enacted in 1986 as part of Connecticut's first wave of "Tort Reform" legislation. Capping attorneys' fees was a popular target of many state legislators. Thankfully, Connecticut's legislature only took aim at attorneys' fees and did not cap recoveries for tort—or medical malpractice—victims, like many states did. As expressly stated in the statute, the intent of the new law was to ensure that plaintiffs in personal injury actions would receive a larger portion of any judgment or settlement amount by way of imposing certain limitations on the amount of the judgment or settlement that could be paid for the plaintiff's attorney's fee. Traditionally such cases had been taken on a contingent basis, allocating one-third of the recovery as attorney's fees. The initial statutory scheme, however, did not provide for a waiver and made the prosecution of many complex personal injury cases economically impractical.

Shortly after the enactment of the new law, Attorney Richard Bieder of Koskoff Koskoff & Bieder PC led a group of trial lawyers in a challenge to its enforceability in *In re Estate of Salerno*, 42 Conn. Supp. 526, 630 A.2d 1386 (1993). Based on waiver, rather than unconstitutionality, then Judge Vertefeuille ruled that rights granted by statute may be waived unless the statute is intended to protect the general rights of the public rather than private rights. "One . . . may waive a statutory requirement the purpose of which is to confer a private right or benefit . . . . Statutes relating to litigation have been construed by the courts as conferring a private right that may be waived . . . . The fee cap statute enacted as part of tort reform legislation adopted in 1986, clearly confers a private right on plaintiffs bringing tort actions . . . . The fee cap statute therefore satisfies the general rule regarding when statutes can be waived." (Citations omitted.) *Id.*, 533. Thus, the court concluded that the benefits of § 52-251c could be waived, they were properly waived by the plaintiff, and the waiver of the fee cap was valid. *Id.*, 534. The statute was amended in 2005 to expressly permit waiver. But the requirements of § 52-251c are very specific and drive much of the language and content of a retainer agreement with a waiver of the statutory fee. *See Parnoff v. Yuille*, 139 Conn. App. 147, 170-71, 57 A.3d 349 (2012), *cert. denied*, 307 Conn. 956, 59 A.3d 1192 (2013).



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## 1-016
## RETAINER AGREEMENT, REFERRED CASE, STATUTORY FEE

### RETAINER AGREEMENT

**I. PARTIES:** I, [*Insert client's name*], (hereafter "the Client") retain the law firm of [*Insert name of law firm*] (hereafter "[*Insert law firm's initials*]") to investigate, and, if warranted, to represent the Client in a claim or claims against any party or parties, arising out of the following: [*Insert brief description of the claim*].

**II. FEES:** The Client agrees that [*Insert law firm's initials*] shall receive fees of thirty-three and one third (33 1/3) percent of the first three hundred thousand dollars recovered; twenty-five (25) percent of the next three hundred thousand dollars recovered; twenty (20) percent of the next three hundred thousand dollars recovered; fifteen (15) percent of the next three hundred thousand dollars recovered; and ten (10) percent of any further amount recovered which exceeds one million two hundred thousand (1,200,000) dollars, whether by way of settlement or award, before deduction of liens, costs and expenses. The Client authorizes [*Insert law firm's initials*] to deduct said fees, liens, costs, and expenses out of monies received from said party or parties. If all or any part of the settlement or award is to be paid in installments (a "structured settlement"), the fee shall be based upon the present cost of such settlement or award; all fees, liens, costs, and expenses will be paid from the first monies received.

It is agreed that this employment is on a contingent fee basis. If no recovery is made, the Client shall not owe [*Insert law firm's initials*] any sum as attorneys' fees or repayment of costs that the lawyers incurred in investigating and prosecuting the above claim or claims.

**III. COSTS AND EXPENSES:** Costs and expenses include court fees, computer search/research fees, investigation expenses, expert fees, and all other costs and disbursements incurred in the prosecution or settlement of this action. [*Insert law firm's initials*] agrees to advance all out-of-pocket costs and expenses in connection with this litigation. [*Insert law firm's initials*] is authorized to deduct these costs and expenses from any settlement or award after the legal fee has been deducted.

**IV. SERVICES:** This two-page fee agreement applies to all services rendered up to, and including, settlement before trial conclusion or the award of damages by the trier of fact, but not to matters ancillary to the above claims, such as workers compensation, probate court proceedings, guardianships, and/or appeals.

At the conclusion of the case all documents relating to the case will be electronically stored for [*Insert period of time*] and then destroyed. Documents conferring or imposing legal rights upon you will be provided to you at the conclusion of the case.

**V. DISPUTES:** Any disagreements which arise between [*Insert law firm's initials*] and the Client, with respect to fees, costs, and expenses due, shall be settled by binding arbitration.



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**VI. <u>PARTICIPATING COUNSEL</u>:** [*Insert name of referring attorney/firm*], is participating counsel in this matter and will share in the fee paid to [*Insert law firm's initials*].

**VII. <u>UNDERSTANDING OF COMPLETE AGREEMENT</u>:** The Client hereby acknowledges that he or she has read and fully understands the terms of this Agreement and that this Agreement constitutes the full agreement and entire understanding of the parties. It supersedes any and/or all prior agreements or understandings between the parties. This Agreement may not be modified or canceled in any manner, except by a writing signed by both the Client and an authorized representative of [*Insert law firm's initials*].

Dated at [*Insert town or city and state*] this _____ day of _____________, 20__.

[*Insert name of law firm*] [*Insert client's name*], The Client

____________________________ ______________________________

Subscribed and sworn to before me this _____ day of _____________, 20__.

_________________________________

Notary Public

My Commission Expires:

## 1-017
## RETAINER AGREEMENT, REFERRED CASE, STATUTORY FEE WAIVER

### RETAINER AGREEMENT

**I. PARTIES:** I, [*Insert client's name*], (hereafter "the Client") retain the law firm of [*Insert name of law firm*] (hereafter "[*Insert law firm's initials*]") to investigate, and, if warranted, to represent the Client in a claim or claims against any party or parties, arising out of the following: [*Inert brief description of the claim*].

**II. FEES:** The Client agrees that [*Insert law firm's initials*] shall receive fees of thirty-three and one third (33 1/3) percent of the total monies recovered, whether by way of settlement or award, before deduction of liens, costs, and expenses. The Client authorizes [*Insert law firm's initials*] to deduct said fees, liens, costs, and expenses out of monies received from said party or parties. If all or any part of the settlement or award is to be paid in installments (a "structured settlement"), the fee shall be based upon the present cost of such settlement or award; all fees, liens, costs, and expenses will be paid from the first monies received.

It is agreed that this employment is on a contingent fee basis. If no recovery is made, the Client shall not owe [*Insert law firm's initials*] any sum as attorneys' fees or repayment of costs that the lawyers incurred in investigating and prosecuting the above claim or claims.

**III. WAIVER:** There is a Connecticut statute, General Statutes § 52-251c, which sets forth contingency fee limits in personal injury and/or wrongful death cases. Such limits are set forth in the attached Exhibit A. The statute allows for the voluntary waiver of these limits.

**I, THE CLIENT, UNDERSTAND THAT THE FEE SCHEDULE CONTAINED IN SECTION 52-251c OF THE CONNECTICUT GENERAL STATUTES, SET FORTH IN EXHIBIT A, LIMITS THE AMOUNT OF ATTORNEY'S FEES PAYABLE BY A CLAIMANT AND THAT THE STATUTE WAS INTENDED TO INCREASE THE PORTION OF THE JUDGMENT OR SETTLEMENT THAT WAS ACTUALLY RECEIVED BY A CLAIMANT. NOTWITHSTANDING THAT THE LEGISLATIVE INTENT IN ENACTING THAT FEE SCHEDULE WAS TO CONFER A BENEFIT ON CLAIMANTS LIKE MYSELF, I KNOWINGLY AND VOLUNTARILY WAIVE THAT FEE SCHEDULE IN THE ABOVE CLAIM OR CIVIL ACTIONS ARISING THEREFROM.**

**This waiver is agreed to because of the substantially complex nature of the medical and/or legal issues in this case, the fact that this matter involves serious personal injury and/or wrongful death, the likelihood of extensive investigation and discovery in this case, the likelihood of the need for taking multiple depositions, the need for independent expert witness testimony, the expense involved in prosecuting this case, and/or the agreement by [*Insert law firm's initials*] to advance all costs on the Client's behalf and to waive reimbursement of such costs if there is no recovery.**



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**In no event, will the fee exceed thirty-three and one third (33 1/3) percent of the Client's recovery, either by judgment or settlement and, as stated above, the Client will not be required to repay any costs that the attorney incurred in investigating and prosecuting the claim or civil action if there is no recovery.**

**IV. COSTS AND EXPENSES:** Costs and expenses include court fees, computer search/research fees, investigation expenses, expert fees, and all other costs and disbursements incurred in the prosecution or settlement of this action. [*Insert law firm's initials*] agrees to advance all out-of-pocket costs and expenses in connection with this litigation. [*Insert law firm's initials*] is authorized to deduct these costs and expenses from any settlement or award after the legal fee has been deducted.

**V. SERVICES:** This four-page fee agreement applies to all services rendered up to, and including, settlement before trial conclusion or the award of damages by the trier of fact, but not to matters ancillary to the above claims, such as workers compensation, probate court proceedings, guardianships, and/or appeals.

At the conclusion of the case all documents relating to the case will be electronically stored for [*Insert period of time*] and then destroyed. Documents conferring or imposing legal rights upon you will be provided to you at the conclusion of the case.

**VI. DISPUTES:** Any disagreements which arise between [*Insert law firm's initials*] and the Client, with respect to fees, costs, and expenses due, shall be settled by binding arbitration.

**VII. PARTICIPATING COUNSEL:** [*Insert name of referring attorney/firm*], is participating counsel in this matter and will share in the fee paid to [*Insert law firm's initials*].

**VIII. [*INSERT LAW FIRM'S INITIALS*] EXPLANATIONS TO CLIENT - Before the Client entered this agreement, [*Insert law firm's initials*] explained Exhibit A and the reasons why [*Insert law firm's initials*] cannot agree to its limitations, advised the Client of his or her right, if so desired, to seek representation by another attorney who might be willing to abide by the limitations in Exhibit A, and offered the Client time to review this agreement along with time to seek advice from, or representation by, another attorney.**

**(Client's Initials) _____________**



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**IX. UNDERSTANDING OF COMPLETE AGREEMENT:** The Client hereby acknowledges that he or she has read and fully understands the terms of this Agreement, including the waiver, and that this Agreement constitutes the full agreement and entire understanding of the parties. It supersedes any and/or all prior agreements or understandings between the parties. This Agreement may not be modified or canceled in any manner, except by a writing signed by both the Client and an authorized representative of [*Insert law firm's initials*].

Dated at [*Insert town or city and state*] this _____ day of _____________, 20__.

[*Insert name of law firm*] [*Insert client's name*], The Client

____________________________ ______________________________

Subscribed and sworn to before me this _____ day of _____________, 20__.

_________________________________

Notary Public

My Commission Expires:



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## EXHIBIT A

General Statutes § 52-251c fee schedule in subsection (b):

33 1/3% of the first the first three hundred thousand dollars;

25% of the next first three hundred thousand dollars;

20% of the next first three hundred thousand dollars;

15% of the next first three hundred thousand dollars; and

10% of any amount in excess of one million two hundred thousand dollars.

## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 52-251c was first enacted in 1986 as part of Connecticut's first wave of "Tort Reform" legislation. Capping attorneys' fees was a popular target of many state legislators. Thankfully, Connecticut's legislature only took aim at attorneys' fees and did not cap recoveries for tort—or medical malpractice—victims, like many states did. As expressly stated in the statute, the intent of the new law was to ensure that plaintiffs in personal injury actions would receive a larger portion of any judgment or settlement amount by way of imposing certain limitations on the amount of the judgment or settlement that could be paid for the plaintiff's attorney's fee. Traditionally such cases had been taken on a contingent basis, allocating one-third of the recovery as attorney's fees. The initial statutory scheme, however, did not provide for a waiver and made the prosecution of many complex personal injury cases economically impractical.

Shortly after the enactment of the new law, Attorney Richard Bieder of Koskoff Koskoff & Bieder PC led a group of trial lawyers in a challenge to its enforceability in *In re Estate of Salerno*, 42 Conn. Supp. 526, 630 A.2d 1386 (1993). Based on waiver, rather than unconstitutionality, then Judge Vertefeuille ruled that rights granted by statute may be waived unless the statute is intended to protect the general rights of the public rather than private rights. "One . . . may waive a statutory requirement the purpose of which is to confer a private right or benefit . . . . Statutes relating to litigation have been construed by the courts as conferring a private right that may be waived . . . . The fee cap statute enacted as part of tort reform legislation adopted in 1986, clearly confers a private right on plaintiffs bringing tort actions . . . . The fee cap statute therefore satisfies the general rule regarding when statutes can be waived." (Citations omitted.) *Id.*, 533. Thus, the court concluded that the benefits of § 52-251c could be waived, they were properly waived by the plaintiff, and the waiver of the fee cap was valid. *Id.*, 534. The statute was amended in 2005 to expressly permit waiver. But the requirements of § 52-251c are very specific and drive much of the language and content of a retainer agreement with a waiver of the statutory fee. *See Parnoff v. Yuille*, 139 Conn. App. 147, 170-71, 57 A.3d 349 (2012), *cert. denied*, 307 Conn. 956, 59 A.3d 1192 (2013).



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## 1-018
## RETAINER AGREEMENT, LIMITED SCOPE

### LIMITED SCOPE RETAINER AGREEMENT PURSUANT TO CONNECTICUT RULES OF PROFESSIONAL RESPONSIBILITY RULE 6.5

This agreement is made between the attorney and client named at the end of this agreement pursuant to Rule 6.5 of the Connecticut Rules of Professional Conduct.

1. **Nature of Agreement:** This agreement describes the relationship between the attorney and client. Specifically, this agreement defines:
   a. The general nature of the client's case;
   b. The responsibilities and control that the client agrees to retain over the case;
   c. The services that the client seeks from the attorney in his or her capacity as attorney;
   d. The limited scope of the attorney's responsibilities;
   e. The method the client will use to pay for services rendered by the attorney.

2. **Nature of Case**: The client is requesting services from the attorney in the following matter:

   ______________________________________________________________________

   ______________________________________________________________________

3. **Client Responsibilities and Control**: The client intends to handle his or her own case and understands that he or she will remain in control of the case and be responsible for all decisions made in the course of the case. The client will:
   a. Cooperate with the attorney or office by complying with all reasonable requests for information in connection with the matter for which the client is requesting services;
   b. Keep the attorney or office advised of the client's concerns and any information pertinent to the client's case;
   c. Provide the attorney with copies of all correspondence to and from the client relevant to the case;
   d. Keep all documents related to the case in a file for review by the attorney.



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4. **Services Sought by Client**: The client seeks the following services from the attorney (check all that apply):

________ a. Legal advice: office visits, telephone calls, fax, mail, electronic mail;

________ b. Advice about the availability of alternative means to resolve the dispute, including mediation and arbitration;

________ c. Evaluation of the client's self-diagnosis of the case and advice about the client's legal rights;

________ d. Guidance and procedural information for filing or serving documents;

________ e. Review of correspondence and court documents;

________ f. Preparation of documents and/or suggestions concerning documents to be prepared;

________ g. Factual investigation: contact of witnesses, searches of public records, in-depth interview of client;

________ h. Legal research and analysis;

________ i. Discovery: interrogatories, depositions, requests for document production.

________ j. Planning for negotiations, including role-playing with the client;

________ k. Planning for court appearances to be made by the client, including role-playing with the client;

________ l. Backup and troubleshooting during the trial;

________ m. Referrals to other counsel, experts, or professionals;

________ n. Counseling the client about an appeal;

________ o. Procedural help with an appeal and assistance with substantive legal argumentation in an appeal;

________ p. Preventive planning and/or legal checkups;

________ q. Other:

5. **Attorney's Responsibilities**: The attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by checkmark in paragraph 4 above. In providing those services, the attorney **SHALL NOT**:

   a. Represent, speak for, appear for, or sign papers on the client's behalf;

   b. Provide services listed in paragraph 4 that are not identified by a checkmark;

   c. Make decisions for the client about any aspect of the case.

6. **Method and Payment for Services**: Hourly fee—The current hourly fee charged by the attorney for services under this agreement is as follows: $ ________. The hourly fee shall be payable at the time of the service.



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7. **Amendments and Additional Services:** This written agreement governs the entire relationship between the client and attorney. All amendments shall be in writing and attached to this agreement. If the client wishes to obtain additional services from the attorney as defined in paragraph 4, a photocopy of paragraph 4 that clearly denotes which extra services are to be provided must be signed and dated by both attorney and client and attached to this agreement. Such a photocopy shall qualify as an amendment to this agreement.

8. **Statement of Client's Understanding Pursuant to Connecticut Rule of Professional Responsibility 6.5(b)**: I have carefully read this agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

________ I have accurately described the nature of my case in paragraph 2.

________ I will remain in control of my case and assume responsibility for my case as described in paragraph 3.

________ The services that I want the attorney to perform in my case are identified by checkmarks in paragraph 4. I understand the limited scope of the representation and I take responsibility for all other aspects of my case.

________ I accept the limitations on the attorney's responsibilities identified in paragraph 5.

________ I shall pay the attorney for services rendered as described in paragraph 6.

________ I understand that any amendments to this agreement must be in writing, as described in paragraph 7.

________ I acknowledge that the attorney has advised me that I have the right to consult another independent attorney to review this agreement and to advise me on my rights as a client before I sign this agreement.

______________________________ ______________________________

Client Attorney

Date: ________________________

## AUTHOR'S COMMENT

### Short-Term Limited Legal Services

Pursuant to Rules of Professional Conduct Rule 1.2 (c), "[a] lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent . . . ." If a short-term limited representation would not be reasonable under the circumstances, the lawyer may offer advice to the client, but must also advise the client of the need for further assistance of counsel. 1 Dupont on Connecticut Civil Practice Rule 6.5.



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**1-019**
**REQUEST, DEATH CERTIFICATE**

**REQUEST RE: DEATH CERTIFICATE**

To request a certified copy of a death certificate from the *state*'s vital records office, go to https://portal.ct.gov/-/media/Departments-and-Agencies/DPH/hisr/VR/Application-to-Request-a-Death-Certificate.pdf.

To request a certified copy of a death certificate from a *town*'s vital records office, go to https://portal.ct.gov/-/media/Departments-and-Agencies/DPH/hisr/VR/vs-39D-town-03-2022-pdf.pdf.

**AUTHOR'S COMMENT**

**In General**

A copy of a Connecticut death certificate may be purchased for a fee by anyone at least 18 years old. Rather than filling out these forms and mailing your order to the State Vital Records Office, or the town of occurrence, the forms may be completed online (additional fees may apply). *See* online death certificates information, *available at* https://portal.ct.gov/DPH/Vital-Records/Death-Certificates.

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## 1-020
## REQUEST, DEPARTMENT OF PUBLIC HEALTH INVESTIGATION

### REQUEST RE: DEPARTMENT OF PUBLIC HEALTH INVESTIGATION

[*Insert date*]

Facility Licensing and Investigations Section

State of Connecticut

Department of Public Health

410 Capitol Avenue, MS# 12 HSR

Hartford, CT 06134-0308

| RE: | Clients: | [*Insert client's name*] |
|---|---|---|
| | Facility: | [*Insert facility's name*] |
| | Date of Incident: | [*Insert date of incident*] |
| | Your Complaint #: | [*Insert Department of Public Health Case* #] |

Dear Sir/Madam:

Please be advised that we represent [*Insert client's name*]. We are investigating a medical malpractice matter relating to [*Insert client's name*] who, while at [*Facility's name*] [*Insert brief description of events and injuries*]. This was reported to your office.

In accordance with Connecticut General Statutes §§ 1-210 et seq. and Chapter 368a, 19a-1 to 19a-134, please provide me with all information obtained by the Department of Public Health pertaining to the care of [*Insert client's name*] while at [*Insert facility's name*] as briefly described above.

I would like a copy of the entire file of any investigation, including all transcripts, correspondence, memos, and exhibits. The file can be mailed or e-mailed to my attention: [*Insert email address*].

If you have any questions, or there are any fees associated with your compliance with my request, please contact me.

Thank you in advance for your anticipated cooperation.

Sincerely,

______________________________

[*Insert attorney's signature block*]



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## 1-021
## REQUEST, EMPLOYMENT RECORDS

### REQUEST RE: EMPLOYMENT INFORMATION

[*Insert date*]

[*Insert name and address of client's employer*]

| RE: | Employee: | [*Insert client's name*] |
|---|---|---|
| | Address: | [*Insert client's address*] |
| | Date of Birth: | [*Insert client's date of birth*] |

Dear Sir/Madam:

On behalf of my client [*Insert client's name*], your current or former employee, I hereby request a copy of any and all information, reports or documents (electronic or otherwise) that you may have regarding [*Insert client's name*], including, but not limited to, to all pre-employment application and documents, evaluations, attendance records, payroll history, disability records, termination or leaving records, correspondence, memoranda, office notes, dates of employment, absences, evaluations, wages or salary, illnesses and injuries, W-2 forms, medical records and recorded material of any kind and any other information regarding the employment history of [*Insert client's name*]. This request is for information from [*Insert date*] through the present.

Attached hereto is a copy of an authorization duly executed by [*Insert client's name*] providing you with permission and direction to provide said requested information to me at [*Insert name and address of law firm*].

This request is for a copy of [*Insert client's name*]'s employment information. You are instructed to preserve the original records in the ordinary course of your business.

You are not authorized to speak with anyone regarding [*Insert client's name*]'s employment, other than myself or my office's representative(s).

Thank you in advance for your anticipated cooperation.

Sincerely,

________________________________

[*Insert attorney's signature block*]

Enc. Authorization



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**1-022**
**REQUEST, FREEDOM OF INFORMATION**

[*Insert date*]

*VIA REGULAR AND CERTIFIED MAIL*

[*Insert name and address of recipient*]

RE: FREEDOM OF INFORMATION ACT REQUEST

Dear [*Insert recipient's name*]:

This is a request pursuant to the Connecticut Freedom of Information Act, General Statutes §§ 1-200, et seq. In responding to this request, you, [*Insert recipient entity's name*], and all your employees, agents, and representatives are legally required to comply with all provisions, definitions and requirements set forth in the Freedom of Information statutes and regulations.

This request seeks the immediate production of certified copies, as required by General Statutes § 1-212 (a), of all documents and "public records and files," as defined in General Statutes §§ 1-200 (5), 1-210 (a), 1-211 (a), and 1-212 (a), responsive to the following:

1. [*Insert list of items requested*]
2. [*Insert list of items requested*]
3. [*Insert list of items requested*]

The statutory fees for copying the requested records will be remitted immediately upon receipt of an invoice at the time of or following your compliance with this FOIA Request. If, pursuant to General Statutes § 1-212 (c), you determine that the copying fees will equal or exceed ten dollars, please notify the undersigned immediately; and the estimated fees will be promptly remitted.

Thank you in advance for your anticipated cooperation.

Sincerely,

________________________________

[*Insert attorney's signature block*]



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## 1-023
## REQUEST, INSURANCE LIMITS

[*Insert date*]

[*Insert insurance company's name and address*]

| Re: | Our Client: | [*Insert client's name*] |
|---|---|---|
| | Claim #: | [*Insert claim no.*] |
| | Your Insured: | [*Insert insured's name*] |
| | Date/Time of Accident: | [*Insert date and approximate time of accident*] |

TO WHOM IT MAY CONCERN:

This firm represents [*Insert client's name*], in a personal injury action for the severe bodily injuries he or she received on the above date, and at said approximate time, caused in a motor vehicle collision driven by [*Insert insured's name*] at [*Insert location*]. [*Insert client's name*] suffered [*Insert brief description of injuries*]. The police report, together with partial medical records and bills, are attached, along with photographs of [*Insert client's name*] taken on or about [*Insert date*].

Please forward information regarding all insurance coverage available in this matter, including, but not limited to, any applicable umbrella or excess liability insurance issued by the insurer. Note that General Statute § 38a-335a (a) requires, among other things, compliance with this written request within thirty (30) days of your receipt of the same.

Thank you in advance for your anticipated cooperation.

Sincerely,

______________________________

[*Insert attorney's signature block with* **juris number**]



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## AUTHOR'S COMMENT

### In General

This written request must be sent by certified mail directed to the insurance adjuster or to the insurance company at its last known principal place of business. Connecticut General Statutes § 38a-335a.



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**1-024**
**REQUEST, PRESERVATION OF EVIDENCE, GENERAL**

[*Insert date*]

**** SEND BY CERTIFIED MAIL****

[*Insert recipient's name and address*]

**Re:** Request for Preservation of Evidence

Dear [*Insert recipient's name*]:

I represent [*Insert client's name*] in connection with the incident, claim or lawsuit involving [*Insert brief description of claim/lawsuit*].

The purpose of my letter is to notify you to preserve the originals and all copies of all tangible materials and documents in your possession, custody or control concerning [*Insert client's name*] and/or the incident, claim, or lawsuit briefly described above from [*Insert date*] to the present. The term "documents" is intended to encompass, but is not limited to, the following: any writing, drawing, graph, chart, photograph, sound recording, image, and other data or data compilation, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a usable form. A draft or nonidentical copy is a separate document. This notice includes information stored electronically or otherwise.

This information may be relevant to possible claims or lawsuits concerning the acts or omissions of individuals/entities involved with [*Insert client's name*]. Any destruction, alteration, or change to any such information will be considered spoliation of evidence, potentially subjecting you to sanctions, liability, or another appropriate remedy. *Rizzuto v. Davidson Ladders, Inc.*, 280 Conn. 225, 239-43, 905 A.2d 1165 (2006). "The obligation to preserve evidence arises when the party has notice that the evidence is relevant to litigation or when a party should have known that the evidence may be relevant to future litigation." *Fujitsu Ltd. v. Federal Express Corp.*, 247 F.3d 423, 436 (2d Cir. 2001), *cert. denied*, 534 U.S. 891, 122 S. Ct. 206, 151 L. Ed. 2d 146 (2001). As stated by the Connecticut Supreme Court, an adverse inference may be drawn against a person or party who has destroyed evidence, if such destruction was intentional, the evidence was relevant, and the spoliator was on notice that the evidence should be preserved. *Beers v. Bayliner Marine Corp.*, 236 Conn. 769, 776-78, 675 A.2d 829 (1996). *See also* General Statutes § 53a-155 (a).

If you have any questions or if for any reason you will not be able to preserve the materials and documents described herein, contact me immediately, prior to their destruction, so that appropriate arrangements can be made. This letter puts you on notice that said materials and documents are to be preserved.



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Thank you in advance for your anticipated cooperation.

Sincerely,

___________________________________

[*Insert attorney's signature block*]

## AUTHOR'S COMMENT

**In General**

Record retention policies vary greatly from business to business, some having extremely short periods. For example, a federal regulation requires landline providers to store call detail records for 18 months, but the five major cellular providers in the United States (Verizon Wireless, T-Mobile, AT&T, Dish Wireless and U.S. Cellular) all retain different types of data for different periods of time. Call history retention policies vary from 18 months to seven years. So, if a particular type of information is vital to your case, it is important to research immediately retention policies and send letters of preservation or requests for the information.



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## 1-025
## REQUEST, PRESERVATION OF EVIDENCE (ESI), ALTERNATIVE

[*Insert date*]

**** SEND BY CERTIFIED MAIL****

[*Insert recipient's name and address*]

**Re:** Request for Preservation of Evidence

Dear [*Insert recipient's name*]:

I represent [*Insert client's name*] in connection with the incident, claim or lawsuit involving [*Insert brief description of claim/lawsuit*]. The plaintiff demands that your clients preserve all documents, tangible things, data and electronically stored information (ESI) potentially relevant to the issues in the above-captioned matter.

ESI is to be interpreted in the broadest possible senses, including, but not limited to, with respect to the type of data and where or how it is stored. ESI data includes, but is not limited to:

- user-created application files, such as Word documents or Excel spreadsheets,
- digital communications, such as email and text messages,
- media files, such as video and sound recordings,
- website files,
- content management systems data,
- record management systems records,
- databases,
- contact and client relationship management records,
- back-up and archive data.

ESI may be stored, by way of example only and not as an exclusive list, on networks and servers, on third-party platforms (such as Google Workspace or Zoho), third party-managed storage, in the "cloud," on personal, local and home computers, on cell phones and tablets, in document, record and content management systems, in databases and other structured or aggregated data sources, and in applications and systems.

Preservation is to be interpreted in the broadest possible sense, and includes, inter alia*,* by way of example only and not as an exclusive list, "refraining from" all manual deletions of potentially relevant ESI, including, but not limited to, not deleting discoverable files and text messages, as well as ceasing any policies or actions which result in the loss or alteration of discoverable ESI, including any actions which may render ESI less accessible. Potentially relevant data and ESI should not fail to be preserved or removed from preservation based upon any filtering or culling (except for de-NISTing).



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[N.B. *Do not include the following paragraph unless you have preserved your client's cell phones or devices.*] Preservation also requires the immediate forensic imaging of all mobile communication devices such as cell phones or tablets where ESI such as text messages and call logs may be programmatically deleted or overwritten or otherwise become inaccessible by action of the device's operating system.

Your clients were required to issue a litigation hold and preserve all of these materials as soon as litigation could be reasonably anticipated in connection with this matter, which occurred no later than [*Insert date*].

Though we expect that you will act swiftly to preserve data on office workstations and servers, you should also determine if any home or portable systems may contain potentially relevant data. To the extent that potentially relevant ESI was created or reviewed away from the office on home or portable systems, you must preserve the contents of systems, devices and media used for these purposes.

Your preservation obligation extends beyond ESI in your care, possession or custody and includes ESI in the custody of others that are subject to your direction or control. Accordingly, you must notify any current or former agent, attorney, consultant, expert, employee, custodian, or contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you must take reasonable steps to secure their compliance.

As hard copies of ESI do not preserve electronic searchability or metadata information describing the history and characteristics of particular ESI, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, you should preserve both.

The plaintiff requests an immediate meet and confer to identify the sources of ESI in this case, as well as the basis for any determinations as to which materials will be preserved and the methodology to be applied in determining which of those preserved materials are responsive.

Please also be advised that the plaintiff requests that all your ESI be produced as native files.

Thank you in advance for your anticipated cooperation.

Sincerely,

______________________________

[*Insert attorney's signature block*]



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## 1-026
## REQUEST, PRESERVATION OF EVIDENCE, DRAM SHOP

[*Insert date*]

**** SEND BY CERTIFIED MAIL****

[*Insert permittee's name and address*]

Re: Request for Preservation of Evidence

Dear [*Insert permittee's name*]:

I represent [*Insert client's name*] in connection with personal injuries he/she suffered. My preliminary investigation reveals that [*Insert drinker's name*] was a patron at your establishment [*Insert name of bar/restaurant*] at [*Insert address of bar/restaurant*] on [*Insert date*], and was consuming alcoholic beverages at that time. [*Insert drinker's name*]'s consumption of alcohol may be relevant to my client's claim. Therefore, I am writing to you to notify you to preserve

(1) all video or digitally recorded images at your establishment from [*Insert date*] to [*Insert date*];

(2) all records of transactions from patrons including [*Insert drinker's name*] and all records of his/her/the purchases; and

(3) all other information in your possession, custody or control concerning [*Insert drinker's name*].

This information may be relevant to possible claims or lawsuits concerning the acts or omissions of individuals/entities involved with [*Insert client's name*]. Any destruction, alteration, or change to any such information will be considered spoliation of evidence, potentially subjecting you to sanctions, liability, or another appropriate remedy. *Rizzuto v. Davidson Ladders, Inc.*, 280 Conn. 225, 239-43, 905 A.2d 1165 (2006). "The obligation to preserve evidence arises when the party has notice that the evidence is relevant to litigation or when a party should have known that the evidence may be relevant to future litigation." *Fujitsu Ltd. v. Federal Express Corp.*, 247 F.3d 423, 436 (2d Cir. 2001), *cert. denied*, 534 U.S. 891, 122 S. Ct. 206, 151 L. Ed. 2d 146 (2001). As stated by the Connecticut Supreme Court, an adverse inference may be drawn against a person or party who has destroyed evidence, if such destruction was intentional, the evidence was relevant, and the spoliator was on notice that the evidence should be preserved. *Beers v. Bayliner Marine Corp.*, 236 Conn. 769, 776-78, 675 A.2d 829 (1996). *See also* General Statutes § 53a-155 (a).

If you have any questions or if for any reason you will not be able to preserve the materials and documents described herein, contact me immediately, prior to their destruction, so that appropriate arrangements can be made. This letter puts you on notice that said materials and documents are to be preserved.



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Thank you in advance for your anticipated cooperation.

Sincerely,

________________________________

[*Insert attorney's signature block*]

## AUTHOR'S COMMENT

### In General

Record retention policies vary greatly from business to business, some having extremely short periods. If a particular type of information is vital to your case, it is important to research immediately retention policies and send letters of preservation or requests for the information.



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## 1-027
## STATUTORY NOTICE, CLAIMS COMMISSIONER, GENERAL STATUTES § 4-147

**STATUTORY NOTICE OF CLAIM PURSUANT TO GENERAL STATUTES § 4-147**

Clerk, Office of the Claims Commissioner

[*Insert claims commissioner's name and address*]

Pursuant to General Statutes § 4-147, this is a notice of claim to the State of Connecticut advising that a lawsuit is being contemplated based upon the circumstances as set forth below.

1. **Claimant:**

   [*Insert claimant's name and address—or, the name and address of his principal, if the claimant is acting in a representative capacity.*]

   **Attorney for Claimant:**

   [*Insert attorney's name and address—if the claimant is so represented.*]

2. **Statement of Facts:**

   [*Include—"[A] concise statement of the basis of the claim including the date, time, place and circumstances of the act or event complained of."*]

3. **Amount Requested:**

   [*Include—"[A] statement of the amount requested."*]

4. The Claimant hereby requests permission to sue the State of Connecticut and those individuals associated with the above described event(s) that resulted in damages and injuries to the Claimant, including, but not limited to [*Insert brief description of claimant's injuries*].



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DATED: [*Insert date*]

THE CLAIMANT,

[*Insert claimant's name*]

______________________________

[*Insert attorney's signature block*]

## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 4-147 further states that the above notice of claim shall be filed with the Claims Commissioner "in duplicate," that it may be accompanied by "supporting evidence, including, but not limited to, transcripts, records, documents, reports, affidavits or memoranda," that, if sent by mail, shall be deemed to have been filed with the Office of the Claims Commissioner on the date such notice of claim was postmarked.

> Claims in excess of five thousand dollars shall be accompanied by a check or money order in the sum of fifty dollars payable to the Treasurer, state of Connecticut. Claims for five thousand dollars or less shall be accompanied by a check or money order in the sum of twenty-five dollars payable to the Treasurer, state of Connecticut . . . . The Office of the Claims Commissioner shall promptly deliver a copy of the notice of claim to the Attorney General. Such notice shall be for informational purposes only and shall not be subject to any formal or technical requirements, except as may be necessary for clarity of presentation and facility of understanding.

The notice of claim must be filed in accordance with the statute of limitations set forth in General Statutes § 4-148, which provides in relevant part:

> [N]o claim shall be presented under this chapter but within one year after it accrues. Claims for injury to person or damage to property shall be deemed to accrue on the date when the damage or injury is sustained or discovered or in the exercise of reasonable care should have been discovered, provided no claim shall be presented more than three years from the date of the act or event complained of.

*See also* General Statutes § 4-160, Authorization of actions against the state—the statute that permits the Claims Commissioner to authorize plaintiffs to sue the state as an exception to governmental immunity, under the narrow exceptions set forth. For medical malpractice claims, consult the statute, which has been revised in 2022 to alleviate the backlog in the commissioner's office.

If an injury occurs on a state highway, bridge, or sidewalk, but the facts do not support a claim against the state for a defective highway under General Statutes § 13a-144, a plaintiff injured by the conduct of a state employee may have recourse under § 4-160, in which case it will be necessary to comply with the provisions of § 4-147. *See Spinello v. State*, 12 Conn. App. 449, 531 A.2d 167 (1987).

## 1-028
## STATUTORY NOTICE, DEFECTIVE HIGHWAY

### STATUTORY NOTICE PURSUANT TO GENERAL STATUTES § 13a-144

Pursuant to General Statutes § 13a-144, written notice is hereby given to the Commissioner of Transportation of the State of Connecticut, [*Insert commissioner's name*], of the following injuries, etc., suffered by [*Insert client's name*], and of a claim for the same, as set forth herein:

PERSON INJURED: [*Insert client's name*]

GENERAL DESCRIPTION OF INJURIES: [*Identify your client's specific injuries*]

TIME, DATE & PLACE OF OCCURRENCE: [*Identify the date, time, and place of occurrence as specifically as possible—more than just mentioning the names of the road and city where the incident occurred—precisely identify the location of the specific highway defect, e.g., by using permanent state markers if available.*]

CAUSE OF INJURY: [*Describe the cause of your client's injuries as specifically as possible—you can begin with the type of incident involved, e.g., pedestrian fall, motor vehicle collision—but then include descriptions of the ways in which you claim the highway was defective and caused your client's injuries. For example: The injuries described above occurred through the neglect and default of the state of Connecticut or any of its employees, by means of a defective highway in that they failed to keep the roadway in proper repair, failed to maintain the roadway in a reasonably safe condition, created and maintained a dangerous, defective condition on or near the roadway, knew the roadway was defective and hazardous, yet continued to maintain it in the same manner, with the same defects, and/or failed to correct the defects, which they knew or should have known existed. This neglect and default of the State of Connecticut, which caused the injuries described above, included, but were not limited to, the following:*

a) *The condition of* [Insert name of highway], *as constructed, altered, and maintained by the State of Connecticut, was defective, in that it created an unsafe condition in the area described in this notice. That defective condition caused* [Insert client's name] *to lose control of his/her motor vehicle, causing the injuries described above;*

b) *The State of Connecticut failed to provide warning to the public of the dangerous and defective condition of* [Insert name of highway]*;*

c) *The State of Connecticut failed to properly maintain* [Insert name of highway] *to prevent potholes, uneven road surfaces, drops in road surfaces, and other surface irregularities in the above-described location;*

d) *The State of Connecticut failed to properly maintain* [Insert name of highway] *to prevent potholes, ruts, depressions and other surface irregularities in the above-described location;*

e) *The State of Connecticut failed to properly supervise its agents, servants or employees who were responsible for maintaining* [Insert name of highway] *in the above-described location in a safe condition;*



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f) *The State of Connecticut failed to properly train its agents, servants or employees in the proper maintenance of* [Insert name of highway] *in* [Insert name of town or city]*, Connecticut, in the above-described location;*

g) *The State of Connecticut failed to properly inspect* [Insert name of highway] *in the above-described location or to have a proper plan for inspection of the road;*

h) *The State of Connecticut failed to take proper measures to repair* [Insert name of highway] *in the above-described location in spite of being aware of the defective condition of the roadway.*]

This notice is timely provided to the commissioner within ninety (90) days of the date of the injuries and occurrence described herein.

DATED: [*Insert date*]

Sincerely,

______________________________

[*Insert attorney's signature block*]

## AUTHOR'S COMMENT

### In General

Connecticut General Statutes § 13a-144 provides in relevant part that "[a]ny person injured in person or property through the neglect or default of the state or any of its employees by means of any defective highway, bridge or sidewalk which it is the duty of the Commissioner of Transportation to keep in repair . . . may bring a civil action to recover damages sustained thereby against the commissioner in the Superior Court." However, "no such action shall be brought except within two years from the date of such injury, nor unless notice of such injury and a general description of the same and of the cause thereof and of the time and place of its occurrence has been given in writing within ninety days thereafter to the commissioner . . . . The requirement of notice specified in [the statute] shall be deemed complied with if an action is commenced, by a writ and complaint setting forth the injury and a general description of the same and of the cause thereof and of the time and place of its occurrence, within the time limited for the giving of such notice."



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Because there was no right of action against the sovereign state at common law, § 13a-144 is to be strictly construed. However, when a plaintiff alleges sufficient facts to comport with the legislative waiver of immunity contained in the statute, the complaint should withstand a motion to dismiss. The statutory notice requirement "was not devised as a means of placing difficulties in the path of an injured person. The purpose [of notice is] . . . to furnish the commissioner with such information as [will] enable him to make a timely investigation of the facts *upon which a claim for damages [is] being made* . . . to permit the commissioner to gather information to protect himself in the event of a lawsuit . . . [, to furnish the commissioner with] such warning as would prompt him to make such inquiries as he might deem necessary or prudent for the preservation of his interests . . . ." (Citations omitted; emphasis in original; internal quotations marks omitted.) *Lussier v. Dep't of Transp.*, 228 Conn. 343, 354, 636 A.2d 808 (1994).

Ordinarily, the question of the adequacy of the notice is one for the trier of fact. Only if the notice is patently defective should the court decide the question of its adequacy as a matter of law. "As long as the notice provides reasonable definiteness, it is not patently insufficient and the adequacy of the notice is an issue for the jury." *Tyson v. Sullivan*, 77 Conn. App. 597, 607-08, 824 A.2d 857, *cert. denied*, 265 Conn. 906, 831 A.2d 254 (2003).

## Suits Against Municipalities for Defective Highways

Connecticut General Statutes § 13a-149 allows claims for personal injuries suffered because of a defective highway that the town or city is bound to keep in repair. It too has a notice provision: "No action for any such injury shall be maintained against any town, city, corporation or borough, unless written notice of such injury and a general description of the same, and of the cause thereof and of the time and place of its occurrence, shall, within ninety days thereafter be given to a selectman or the clerk of such town, or to the clerk of such city or borough, or to the secretary of treasurer of such corporation." However, unlike its state corollary, § 13a-149 has a saving clause specifically written into the municipal statute: "No notice given under the provisions of this section shall be held invalid or insufficient by reason of an inaccuracy in describing the injury or in stating the time, place or cause of its occurrence, if it appears that there was no intention to mislead or that such town, city, corporation or borough was not in fact misled thereby."

The saving clause applies when the notice given by the plaintiff is inaccurate, not where the information is entirely absent. *Salemme v. Town of Seymour*, 262 Conn. 787, 817 A.2d 636 (2003). When the saving clause applies, whether the plaintiff intended to mislead the defendant, or whether the defendant was in fact misled by the inaccurate notice, are questions of fact for the trier. However, the savings clause has to be pled in order for the jury to decide if an issue of fact existed as to whether the defect in the complaint or notice constituted an intent to mislead, or whether the defects did not mislead the opposing party. *Shapiro v. Hartford*, 4 Conn. App. 315, 494 A.2d 590, *cert. denied*, 197 Conn. 810, 499 A.2d 61 (1985).



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## 1-029
## STATUTORY NOTICE, DRAM SHOP, GENERAL STATUTES § 30-102

### STATUTORY NOTICE PURSUANT TO GENERAL STATUTES § 30-102

Pursuant to General Statutes § 30-102, written notice is hereby given to [*Insert name of seller of alcohol*] that the following persons intend to bring an action under this statute: [*Insert client's name*].

PERSON INJURED: [*Insert client's name and address*]

DATE & TIME OF SALE OF ALCOHOL: [*Identify the date and time of the sale of alcohol*]

PLACE OF SALE OF ALCOHOL: [*Identify the location of the sale of alcohol— name and address of bar/restaurant*]

PERSON(S) TO WHOM ALCOHOL WAS SOLD: [*Insert name (and if available, address) of person(s) to whom alcohol was sold*]

TIME, DATE AND PLACE INJURIES OCCURRED: [*Specify the same*]

This notice is timely provided to the commissioner within one hundred and twenty (120) days of the date of the injuries and occurrence described herein.

DATED: [*Insert date*]

Sincerely,

_______________________________

[*Insert attorney's signature block*]



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## AUTHOR'S COMMENT

**Notice in Death Action**

If the injury suffered in consequence of the sale of alcohol to an intoxicated person resulted in the plaintiff's incapacity or the death of the plaintiff's decedent, the notice provision is one hundred and eighty (180) days from the date of occurrence.



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## 1-030
## STATUTORY NOTICE, HOUSING AUTHORITY, GENERAL STATUTES § 8-67

### STATUTORY NOTICE PURSUANT TO GENERAL STATUTES § 8-67

Pursuant to General Statutes § 8-67, notice is hereby given to the Chairman or the Secretary of the Authority of [*Insert client's name*]'s intention to commence a lawsuit pursuant to this statute for damages incurred/sustained on [*Insert date and time*] at [*Insert location*] arising out of [*Insert brief description of events*].

This notice is timely provided within six (6) months of when this cause of action arose.

DATED: [*Insert date*]

Sincerely,

________________________________

[*Insert attorney's signature block*]

### AUTHOR'S COMMENT

**In General**

According to Connecticut General Statutes § 8-67, said notice must be filed with the chairman or the secretary of the authority within six months after the cause of action therefor arose.



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## 1-031
## STATUTORY NOTICE, MUNICIPAL EMPLOYEE, GENERAL STATUTES § 7-465

**STATUTORY NOTICE PURSUANT TO GENERAL STATUTES § 7-465**

Pursuant to General Statutes § 7-465, notice is hereby given to the clerk of the municipality (as defined in General Statutes § 7-314) of [*Insert name of town or city*] of [*Insert client's name*]'s intention to commence a lawsuit pursuant to this statute for damages incurred/sustained on [*Insert date and time*] at [*Insert location*] arising out of [*Insert brief description of events—Include the names of the municipal employees whose conduct is at issue and that the injuries arose while the actor was performing his or her duties within the scope of his or her employment*].

This notice is timely provided to the clerk within six (6) months of this cause of action accruing.

DATED: [*Insert date*]

Sincerely,

______________________________

[*Insert attorney's signature block*]

### AUTHOR'S COMMENT

**In General**

It is probably best practice to send a similar notice to the negligent employees of the town, city, or borough as well. Firemen covered under Connecticut General Statutes § 7-308 are specifically excluded from the scope of this statute.



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## 1-032
## STATUTORY NOTICE, VOLUNTEER FIREFIGHTER, ETC., GENERAL STATUTES § 7-308

### STATUTORY NOTICE PURSUANT TO GENERAL STATUTES § 7-308

Pursuant to General Statutes § 7-308, notice is hereby given to the clerk of the municipality (as defined in General Statutes § 7-314) of [*Insert name of town or city*] of [*Insert client's name*]'s intention to commence a lawsuit pursuant to this statute for damages incurred/sustained on [*insert date and time*] at [*Insert location*] arising out of [*Insert brief description of events—Include the names of the volunteer firefighter, volunteer ambulance member or volunteer fire police officer whose negligence is at issue and that the injuries arose while the actor was performing his or her duties*].

This notice is timely provided to the clerk within six (6) months of this cause of action accruing.

DATED: [*Insert date*]

Sincerely,

______________________________

[*Insert attorney's signature block*]

### AUTHOR'S COMMENT

**In General**

Similar notice must also be given to the volunteer firefighter, volunteer ambulance member, or volunteer fire police officer.



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## 1-033
## STATUTES OF LIMITATIONS SUMMARY TABLE

### QUICK REFERENCE TABLE FOR FREQUENTLY USED STATUTES OF LIMITATIONS

| STATUTE | TIME LIMITATIONS |
| --- | --- |
| **General Statutes § 4-160,** Authorization of actions against the state. | "(i) No such action shall be brought but within one year from the date such authorization becomes effective or permission to sue is granted, whichever date is later. With respect to any claim presented to the Office of the Claims Commissioner for which authorization or permission to sue is granted, any statute of limitation applicable to such action shall be tolled until the date such authorization or permission to sue is granted . . . ."<br><br>N.B. *Lagassey v. State*, 281 Conn. 1,914 A.2d 509 (2007), makes it clear that the "statute of limitations applicable to" a plaintiff's underlying claim, e.g., the wrongful death or personal injury statutes of limitations, is only suspended under the tolling provision of § 4-160 and *does not begin anew* after the claims commissioner has granted permission to sue the state. In other words, in *Lagassey*, the plaintiff filed her notice of claim with only nineteen days remaining on the wrongful death statute of limitations. Thus, once permission to sue was granted, the plaintiff had only nineteen days—*not one year*—to commence her action.<br><br>N.B. Notice of claim under General Statutes § 4-147 seeking permission to sue the state must be filed "within one year after it accrues. Claims for injury to person or damage to property shall be deemed to accrue on the date when the damage or injury is sustained or discovered or in the exercise of reasonable care should have been discovered, provided no claim shall be presented more than three years from the date of the act or event complained of." *See* General Statutes § 4-148.<br><br>N.B. In the ordinary case, the wrongful death statute, § 52-555 supplies the controlling statute of limitations regardless of the underlying theory of liability. *Soto v. Bushmaster Firearms Int'l, LLC*, 331 Conn. 53, 102, 202 A.3d 262, *cert. denied* sub nom. *Remington Arms Co., LLC v. Soto*, __ U.S. __, 140 S. Ct. 513, 205 |



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L. Ed. 2d 317 (2019). However, a plaintiff who brings an action for wrongful death must comply with the time limitations in § 52-555 *and* all limitation periods contained in the statute providing the underlying theory of liability, when the latter theory did not exist as a right of action at common law. *Id.*, 105 (statutory cause of action at issue was CUTPA, § 42-110a et seq.). *See also Harvey v. Dep't of Correction*, 337 Conn. 291, 303-04, 253 A.3d 931 (2020) (similar holding regarding §§ 52-555 and 4-160 (d)).

**General Statutes § 7-163a**, Municipal Liability for ice and snow on public sidewalk.

"No action to recover damages for injury to the person or to property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two years from the date when the injury is first sustained."

**General Statutes § 7-308**, Liability of volunteer firefighter, volunteer ambulance member or volunteer fire police officer.

"No action for personal injuries or damages to real or personal property shall be maintained against such municipality and firefighter, volunteer ambulance member or volunteer fire police officer unless such action is commenced within one year after the cause of action therefor arose and notice of the intention to commence such action and of the time when and the place where the damages were incurred or sustained has been filed with the clerk or corresponding officer of such municipality and with the firefighter, volunteer ambulance member or volunteer fire police officer not later than six months after such cause of action has accrued . . . ."

**General Statutes § 7-465**, Assumption of liability for damage caused by employee of municipality.

"No action for personal physical injuries or damages to real or personal property shall be maintained against such municipality and employee jointly unless such action is commenced within two years after the cause of action therefor arose and written notice of the intention to commence such action and of the time when and the place where the damages were incurred or sustained has been filed with the clerk of such municipality within six months after such cause of action has accrued . . . ."



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| **General Statutes § 8-67**, Injury on housing authority property. | "Any person injured in person or property within boundaries of property owned or controlled by an authority, for which injury such authority is or may be liable, may bring an action within two years after the cause of action therefor arose to recover damages from such authority, provided written notice of the intention to commence such action and of the time when and the place where the damages were incurred or sustained has been filed with the chairman or the secretary of the authority within six months after the cause of action therefor arose." |
| **General Statutes §13a-144**, Damages for injuries sustained on state highway or sidewalks. | "No such action shall be brought except within two years from the date of such injury, nor unless notice of such injury and a general description of the same and of the cause thereof and of the time and place of its occurrence has been given in writing within ninety days thereafter to the commissioner . . . ." |
| **General Statutes § 13a-149**, Damages for injuries by means of defective roads and bridges. | "No action for any such injury sustained on or after October 1, 1982, shall be brought except within two years from the date of such injury. No action for any such injury shall be maintained against any town, city, corporation or borough, unless written notice of such injury and a general description of the same, and of the cause thereof and of the time and place of its occurrence, shall, within ninety days thereafter be given to a selectman or the clerk of such town, or to the clerk of such city or borough, or to the secretary or treasurer of such corporation . . . ." |
| **General Statutes § 30-102**, Dram Shop Act. | "If any person, by such person or such person's agent, sells any alcoholic liquor to an intoxicated person, and such purchaser, in consequence of such intoxication, thereafter injures the person or property of another, such seller shall pay just damages to the person injured . . . to be recovered in an action under this section, provided the aggrieved person or persons shall give written notice to such seller of such person's or persons' intention to bring an action under this section. Such notice shall be given (1) within one hundred twenty days of the occurrence of such injury to person or property, or (2) in the case of the death or incapacity of any aggrieved person, within one hundred eighty days of the occurrence of such injury to person or property . . . . No action under the provisions of this section shall be brought but within one year from the date of the act or omission complained of . . . ." |



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**General Statutes § 38a-336 (g)**, Uninsured and underinsured motorist coverage.

"No insurance company doing business in this state may limit the time within which any suit may be brought against it or any demand for arbitration on a claim may be made on the uninsured or underinsured motorist provisions of an automobile liability insurance policy to a period of less than three years from the date of accident, provided, in the case of an underinsured motorist claim the insured may toll any applicable limitations period (A) by notifying such insurer prior to the expiration of the applicable limitation period, in writing, of any claim which the insured may have for underinsured motorist benefits and (B) by commencing suit or demanding arbitration under the terms of the policy not more than one hundred eighty days from the date of exhaustion of the limits of liability under all automobile bodily injury liability bonds or automobile insurance policies applicable at the time of the accident by settlement or final judgments after any appeals."

**General Statutes § 42-110g**, Action for damages.

"(a) Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by section 42-110b, may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages . . . . (f) An action under this section may not be brought more than three years after the occurrence of a violation of this chapter . . . ."

N.B. In the ordinary case, the wrongful death statute, § 52-555 supplies the controlling statute of limitations regardless of the underlying theory of liability. *Soto v. Bushmaster Firearms Int'l, LLC*, 331 Conn. 53, 102, 202 A.3d 262, *cert. denied* sub nom. *Remington Arms Co., LLC v. Soto*, __ U.S. __, 140 S. Ct. 513, 205 L. Ed. 2d 317 (2019). However, a plaintiff who brings an action for wrongful death must comply with the time limitations in § 52-555 *and* all limitation periods contained in the statute providing the underlying theory of liability, when the latter theory did not exist as a right of action at common law. *Id.*, 105 (statutory cause of action at issue was CUTPA, § 42-110a et seq.). *See also Harvey v. Dep't of Correction*, 337 Conn. 291, 303-04, 253 A.3d 931 (2020) (similar holding regarding §§ 52-555 and 4-160 (d)).



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**General Statutes § 52-555 (a)**, Actions for injuries resulting in death.

"In any action surviving to or brought by an executor or administrator for injuries resulting in death, whether instantaneous or otherwise, such executor or administrator may recover from the party legally at fault for such injuries just damages together with the cost of reasonably necessary medical, hospital and nursing services, and including funeral expenses, provided no action shall be brought to recover such damages and disbursements but within two years from the date of death, and except that no such action may be brought more than five years from the date of the act or omission complained of."

N.B. In *Angersola v. Radiologic Assocs. of Middletown*, P.C., 330 Conn. 251, 193 A.3d 520 (2018), the court reaffirmed that the time limitations in § 52-555 are subject matter jurisdictional and cannot be waived by any party or conferred on the court by agreement; lack of subject matter jurisdiction can be raised by a party or the court sua sponte at any stage of the proceedings, including on appeal. The court further held that the rules governing when an action *accrues*—including tolling doctrines—for purposes of applying a statute of limitations apply equally to statutorily created causes of action, including § 52-555. *Id.*, 271-72.

N.B. In the ordinary case, § 52-555 supplies the controlling statute of limitations regardless of the underlying theory of liability. *Soto v. Bushmaster Firearms Int'l, LLC*, 331 Conn. 53, 102, 202 A.3d 262, *cert. denied* sub nom. *Remington Arms Co., LLC v. Soto*, __ U.S. __, 140 S. Ct. 513, 205 L. Ed. 2d 317 (2019). However, a plaintiff who brings an action for wrongful death must comply with the time limitations in § 52-555 *and* all limitation periods contained in the statute providing the underlying theory of liability, when the latter theory did not exist as a right of action at common law. *Id.*, 105 (statutory cause of action at issue was CUTPA, § 42-110a et seq.). *See also Harvey v. Dep't of Correction*, 337 Conn. 291, 303-04, 253 A.3d 931 (2020) (similar holding regarding §§ 52-555 and 4-160 (d)).



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| **General Statutes § 52- 577**, Action founded upon a tort. | "No action founded upon a tort shall be brought but within three years from the date of the act or omission complained of." |
| **General Statutes § 52-577a**, Limitation of action cased on product liability claim. | "a) No product liability claim, as defined in section 52-572m, shall be brought but within three years from the date when the injury, death or property damage is first sustained or discovered or in the exercise of reasonable care should have been discovered, except that, subject to the provisions of subsections (c), (d) and (e) of this section, no such action may be brought against any party . . . later than ten years from the date that the party last parted with possession or control of the product . . . ."<br><br>N.B. The statute sets forth several exceptions to the ten-year limitation in subsection (a), including that it "shall not apply to any product liability claim brought by a claimant who can prove that the harm occurred during the useful safe life of the product."<br><br>N.B. "The ten-year limitation provided for in subsection [52-577a] (a) of this section shall not apply to any product liability claim, whenever brought, involving injury, death or property damage caused by contact with or exposure to asbestos, except that (1) no such action for personal injury or death may be brought by the claimant later than eighty years from the date that the claimant last had contact with or exposure to asbestos, and (2) no such action for damage to property may be brought by the claimant later than thirty years from the date of last contact with or exposure to asbestos." |



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**General Statutes § 52-577d**, Limitation of action for damages to minor caused by sexual abuse, exploitation, or assault.

"Notwithstanding the provisions of section 52-577, no action to recover damages for personal injury to a person under twenty-one years of age, including emotional distress, caused by sexual abuse, sexual exploitation or sexual assault may be brought by such person later than thirty years from the date such person attains the age of twenty-one."

**General Statutes § 52-577e**, Limitation of action for damages caused by sexual assault.

"Notwithstanding the provisions of sections 52-577 and 52-577d, an action to recover damages for personal injury caused by sexual assault may be brought at any time after the date of the act complained of if the party legally at fault for such injury has been convicted of a violation of section 53a-70 or 53a-70a."

**General Statutes § 52-584**, Limitation of action for injury to person or property caused by negligence, misconduct or malpractice.

"No action to recover damages for injury to the person . . . caused by negligence . . . or by malpractice of a physician . . . shall be brought but within two years from the date when the injury is first sustained or discovered or in the exercise of reasonable care should have been discovered, and except that no such action may be brought more than three years from the date of the act or omission complained of . . ."

N.B. General Statutes § 52-593a (Action not lost where process served after expiration of limitation period) provides in relevant part that certain causes of action shall not be lost because of the statute of limitations "if the process to be served is personally delivered to a state marshal . . . within such time and the process is served . . . within thirty day of the delivery." Subsection (b) of this statute specifies that "the officer making service shall endorse under oath on such officer's return the date of delivery of the process to such officer for service in accordance with this section." For purposes of this statute, delivery of the process to the marshal via fax is not excluded as a proper personal delivery method as a matter of law. *Johnson v. Preleski*, 335 Conn. 138, 229 A.3d 97 (2020).



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