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Highlights

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ju v. Tejada, 65 CLR 411 (Lager, Linda K., J.). The opinion bases the existence of a privilege for communications with prospective clients on the common law, but notes that amendments have been recently proposed to the Connecticut Code of Evidence that would give additional recognition to the privilege under such circumstances.

An attorney prosecuting an action to collect a fee owed to the attorney is acting in a pro se capacity and therefore is subject to the general rule that attorney fees may not be awarded to pro se parties, including fees authorized by a contract. *Rosenthal Law Firm, LLC v. Cohen*, 65 CLR 319 (Shapiro, Robert B., J.).

Parisi v. Parisi, 64 CLR 381 (Sommer, Mary E., J.), disqualifies counsel in a post-dissolution proceeding in which a clause of a marriage separation agreement must be interpreted, because counsel's testimony as to the parties' intent at the time the agreement was executed is likely to be necessary at trial.

An attorney's maintenance of possession of a client's executed will does not create a continuing relationship that tolls the running of the statute of limitations for claims arising out of the drafting and execution of the will. *Cummings v. Reynolds*, 64 CLR 437 (Krumeich, Edward T., J.).

Pensions and Other Employee Benefit Plans

Retirement benefits are not part of a decedent's estate and therefore a dispute over

an alleged inter vivos agreement for a distribution of plan benefits is not subject to probate court jurisdiction. *Donato-Nash v. Nash*, 64 CLR 863 (Bates, Timothy D., J.).

Retired municipal employees suing their former employing municipality for breach of contract based on the municipality's adoption of a modified health plan that would impose a new deductible requirement, allegedly in violation of a contractual obligation to charge no more for coverage than was being charged at the time of each employee's retirement, are not entitled to a temporary injunction against the immediate adoption of the plan because there is no evidence that the retirees would suffer irreparable harm. *Torrington Retired Fire & Police Officers Association v. Torrington*, 65 CLR 174 (Schuman, Carl J., J.).

State and Local Government Law

Pedraza v. State, 65 CLR 211 (Dubay, Kevin G., J.), holds that the Accidental Failure of Suit Statute does not apply to applications to the claims commissioner for permission to sue the state. Therefore a civil action brought against the state which is dismissed on the grounds that the underlying application for permission to sue was untimely cannot be cured under the statute. Sovereign immunity does not bar an action

against a state employee for an intentional tort. *Torres v. Teague-Turner*, 64 CLR 830 (Wilson, Robin L., J.). The opinion reasons that such an action would not impose a fiscal burden on the state because the State Employee's Indemnification Act excludes claims against state employees based on "wanton, reckless, or malicious" conduct, and it not likely that the imposition of liability on a state employee for intentional wrongful conduct would impede the state's normal course of business. **CL**

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