

CONNECTICUT PRIMA CONFERENCE

PUBLIC ENTITY LIABILITY CASELAW UPDATE

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Hohorst v. Easton, FB5-FBT-CV19-6088107-S (2026)

The plaintiff, Robin Hohorst, owned 60 Ferndale Drive in Easton, and she purchased the property on March 23, 1993, which was subject to two drainage easements. She alleged that water flowed into an easement pipe from catch basins located on the corner of Morningside Road and Marsh Road upstream of her home. It was also alleged that the easements were utilized by the Town of Easton to drain water. On September 25, 2018, Fairfield County was subject to a significant amount of rainfall that included the plaintiff's property. It was alleged that the catch basins and drainage system at the intersection of Morningside Road and Marsh Road were overwhelmed and resulted in overland flooding onto the plaintiff's property. The complaint pled claims for negligence and nuisance against the Town of Easton. The Town filed summary judgment on November 30, 2023, which was granted in its entirety.

First, the Court concluded that the maintenance of storm drains was discretionary in nature, and that there was no legal directive identified by the plaintiff that prescribed the manner in which the Town of Easton designs, constructs, inspects, maintains, and repairs storm water drainage systems in the Town, and therefore, it was left up to the judgment and discretion of Town employees and performed on a case-by-case basis. Accordingly, the Court concluded that any actions or inactions by the Town, are purely discretionary and entitled to governmental immunity.

As to the nuisance claim, the Court held that the plaintiff failed to show that there was a positive act by the municipal defendant that caused the flooding. As to the statute of limitations arguments, the Court noted that the only positive act alleged by the plaintiff was that the Town diverted the water into storm water drainage systems and related easements. The alleged actions creating the easements took place in the 1980's, and therefore, took place more than three years before the plaintiff brought her nuisance claims. Accordingly, the Court found that the nuisance claims were time-barred under C.G.S. § 52-577.

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Dube v Town of Southington, HHB-CV23-6080258-S

The Plaintiff Doreen Dube brought a personal injury action against the Town of Southington under § 13a-149 after falling on a sidewalk on July 4, 2022. Before filing suit, Dube submitted a notice of claim stating that she “fell on sidewalk” and “went to Emergency room and follow up Doctors,” along with a photograph circling the location of her fall. The Town moved to dismiss, arguing that the notice failed to describe her injuries or identify the cause of her fall. Dube argued that CIRMA’s communications with her regarding her injuries and with Town personnel regarding sidewalk repairs demonstrated that the Town had sufficient notice.

The Court granted the Town’s motion to dismiss. Section 13a-149 requires notice of five essential elements: the injury, a general description of the injury, the cause, the time, and the place of the incident. The Court found that Dube’s notice omitted both a general description of her injuries and the cause of her fall. Her reference to emergency room treatment did not identify an injury, and the photograph and statement that she “fell on sidewalk” identified where she fell, but not the defect that caused the fall.

The Court further held that information CIRMA obtained after the notice was filed could not cure these omissions because the required information had to appear in the notice itself. Because the two elements were entirely absent, rather than merely inaccurate, the statute’s savings clause did not apply. Accordingly, the notice was legally insufficient, depriving the court of subject matter jurisdiction and requiring dismissal of the action.

The plaintiff has appealed the court’s decision, and the appeal is currently pending.

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Hobin v Town of Madison 2025 WL 214172 (2025)

The plaintiff was walking on the grounds at Madison Surf Club when he tripped over a guide wire anchored in the ground and was injured. She sued for negligence and nuisance. The town raised defenses based on government immunity and recreational use immunity. The Court noted that recreational use immunity protects municipal land owners who open their land free of charge for recreational uses, except land used for swimming pools, playing fields/courts and playgrounds. The plaintiff attempted to defeat immunity by pointing to the fact that there was an annual charge to park at the Surf Club, which constituted an admission fee that defeated recreational use immunity. The Court noted that at the time the plaintiff was injured, it was outside the window of months when a parking fee was required. The plaintiff also argued that the anchored guidewire was not "recreational land" because the wire he tripped over was above the land. The Court indicated that this was not a situation where an artificial structure was placed on the land and the wire was anchored in the land and became appurtenant to it.

There was no question this was an injury occurring on recreational land, which meant immunity protected the Town unless there was a malicious or willful failure to guard or warn against. The Court noted there was nothing more than a claim of negligent failure to warn involved, so recreational use immunity was not defeated. The Court further noted that governmental immunity would bar the plaintiff's claim because inspection and maintenance of the public grounds are discretionary. The plaintiff attempted to point to a town policy that employees had responsibility to pick up garbage in the park and buy other assets to make sure "everything is OK", but there was no evidence of written or verbal policy, mandating the manner in which the employees were expected to inspect the park, how any hazards should be remedied, so they maintained their discretion to inspect and maintain as they thought appropriate.

Recreational use immunity will defeat not only negligence claims but nuisance claims as well

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Richardson City of New Haven 2025 WL 2318668 (2025)

The plaintiff alleged that she was walking on a public sidewalk at the corner of Dixwell Avenue and Henry Street when she fell, according to the complaint, due to a “hole” that created a defective condition on the sidewalk. The plaintiffs 90 day written notice of intent to sue pursuant to the defective highway act was filed timely, but did not contain a description of injury and "a hole" was the description provided in the complaint. The 90 day notice simply stated that the fall was caused by "a defect in the sidewalk"

The Court noted that notices that have no information regarding a defect have been struck down by the Supreme Court, noting that "fell and was injured" was not enough, and ruled that simply stating that the fall was caused by "a defect" failed to meet the description of defect requirement and required that the suit be dismissed. In this case, the Court, deemed the notice to be patently defective and the savings clause could not save it.

(1) The fact that there is more detail in the Complaint does not save the defective notice. It is the notice itself that is examined by the Court for compliance with statutory requirements

(2) The saving clause will save a defective notice where an attempt was made to provide the required information, but was inaccurate if there was no intent to mislead the City or if the City was not actually misled. However, the savings clause will not apply in situations where the information on a certain element in the notice was entirely absent (“patently defective”).

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Adam Taylor v. City of Hartford, et al. (2026)

This case arose from the shooting of Adam Taylor who was fleeing from police in his vehicle. After being surrounded by officers at a stop light, he attempted to escape, and in the process, was shot by a DEA agent. Thereafter, he kept driving until he lost consciousness and was then apprehended by Hartford police officers and removed from his vehicle. The plaintiff filed suit and claimed that the police used excessive force not only by shooting him but also while removing him from his vehicle.

The Hartford defendants moved for summary judgment as to all claims against the Hartford officers. The plaintiff argued that he was “slammed” onto the ground by Hartford officers when being removed from his vehicle, and such use of force was excessive. However, the Court noted that Taylor lost consciousness while driving and only briefly regained consciousness after he was removed from the vehicle and placed on the ground by Hartford officers. The Court found that because it was undisputed that Taylor was unconscious at the time in question, his testimony that he was “slammed” to the ground, rather than “placed” on the ground, was not enough to withstand summary judgment.

As to Taylor’s assault-and-battery claim, the Court noted that the essential elements of a Fourth Amendment excessive-force claim and a state-law assault-and-battery claim are substantially identical. Therefore, the Court granted summary judgment in favor of the City of Hartford and the Hartford officers on the Fourth Amendment claim and assault-and-battery claim.

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MyHoopty.com LLC and Michael E. Festa v. Town of Watertown, et al, UWY-CV21-6062791-S. (2026)

The plaintiffs filed suit alleging breach of contract relating to the agreement to conduct towing in Watertown, breach of contract relating to a settlement agreement, tortious interference with business relations, fraudulent inducement of a business contract, intentional infliction of emotional distress, negligent infliction of emotional distress, and deprivation of Connecticut Civil Rights. The counts centered around the removal of MyHoopty.com from the Town of Watertown's voluntary tow rotation list. The defendants moved for summary judgment as to all counts which was granted by the Court.

First, the Court found that claims brought against individuals in their official capacities were not sustainable, since a political subdivision of the state municipalities cannot be liable for acts constituting fraud, intent, malice or willful misconduct.

Next, the Court found that the Chief of Police had absolute immunity for the alleged actions he took in investigating and initiating proceedings against the plaintiffs under the litigation privilege and statutory immunity, as his alleged actions were discretionary actions arising out of the revocation of the plaintiff's authorization to be on the tow list.

As to the breach of agreement to conduct towing in Watertown, the Court found that the claims failed, as the Chief was not a party to the contract. As to the claims against the Town of Watertown, the Court noted that the plaintiff pointed to no terms of the "agreement" that their claims violate, and the defendants presented evidence that the reason for revocation of the towing privileges was a frequency of complaints from the public, and therefore, the Court held that there was no support for a breach of contract claim.

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As to the claim for breach of the settlement agreement, the Court held that there was nothing in the settlement agreement preventing the Town from removing the plaintiffs from the tow list, and thus the plaintiffs could not show, as a matter of law, that its removal from the tow list was in violation of the agreement.

As to Damages/Causation, the Court found that the plaintiffs provided no evidence at all—no affidavit, no invoices, no evidence— leaving the court to conclude that there is no genuine issue of material fact about the plaintiffs’ damages.

The Court further held that all the claims against the Police Department failed, as a police department cannot be sued directly, as it is not a legal entity separate and apart from the municipality.

Finally, as to the Civil Rights claim, the Court noted that the United States Supreme Court eliminated the class-of-one claims for government employees, and towing operators are a “class-of-one” equal to public employees.

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