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RECENT CONNECTICUT CASES
EXCERPTED FOR LEGISLATIVE INTENT AND HISTORY

The following cases relating to Connecticut law are not exhaustive on the issue of legislative intent and history. These are a few examples of recent court decisions excerpted for this topic in the state. ***You must review the entire court opinion to determine its applicability to your case.***

SUPREME COURT OF CONNECTICUT
GOLDSTAR MEDICAL SERVICES, INC., ET AL. V. DEPARTMENT OF SOCIAL SERVICES.
NO. 18111. ARGUED APRIL 23, 2008. DECIDED SEPT. 23, 2008.
--- A.2D ----, 2008 WL 4206337 (CONN.)

The plaintiffs' claim presents a matter of statutory interpretation over which our review is plenary. "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature.... In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply.... In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.... When a statute is not plain and unambiguous, we also look for interpretive guidance to the **legislative history** and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter...." (Internal quotation marks omitted.) *Bloomfield v. United Electrical, Radio & Machine Workers of America, Connecticut Independent Police Union, Local 14*, 285 Conn. 278, 286-87, 939 A.2d 561 (2008).

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"In construing a statute, common sense must be used and courts must assume that a reasonable and rational result was intended." *Norwich Land Co. v. Public Utilities Commission*, 170 Conn. 1, 4, 363 A.2d 1386 (1975); see *Sutton v. Lopes*, 201 Conn. 115, 121, 513 A.2d 139 (observing that we must construe statute in manner that will not thwart its intended purpose or lead to absurd results), cert. denied sub nom. *McCarthy v. Lopes*, 479 U.S. 964, 107 S.Ct. 466, 93 L.Ed.2d 410 (1986). Moreover, "[w]e must avoid a construction that fails to attain a rational and sensible result that bears directly on the purpose the legislature sought to achieve. *Peck v. Jacquemin*, 196 Conn. 53, 63-64, 491 A.2d 1043 (1985). If there are two possible interpretations of a statute, we will adopt the more reasonable construction over one that is unreasonable ." *Turner v. Turner*, 219 Conn. 703, 713, 595 A.2d 297 (1991).

SUPREME COURT OF CONNECTICUT.
STATE OF CONNECTICUT V. FRANK M. JENKINS.
NO. 18018. ARGUED FEB. 15, 2008. DECIDED SEPT. 2, 2008.
--- A.2D ----, 288 CONN. 610, 2008 WL 3896752 (CONN.)

***3** [6] [7] [8] [9] We turn, therefore, to the merits of the defendant's claim. Whether the eighteen month limitation period set forth in § 54-56d (i) refers to the cumulative total of all of the defendant's placements for treatment or, instead, refers to each individual placement is a question of statutory interpretation over which our review is plenary. See, e.g., *Windels v. Environmental Protection Commission,* 284 Conn. 268, 294, 933 A.2d 256 (2007). "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature.... In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply.... In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.... When a statute is not plain and unambiguous, we also look for interpretive guidance to the **legislative history** and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter...." (Internal quotation marks omitted.) Id., at 294-95, 933 A.2d 256.

…

We conclude that the phrase "period of placement" is ambiguous as to whether it means the cumulative total of all of the defendant's placements or each individual period of placement.[FN12] Accordingly, we may consider the statute's **legislative history**, the circumstances surrounding its enactment and the legislative policy that it was designed to implement in determining the meaning of that phrase.

SUPREME COURT OF CONNECTICUT.
JEANNE RIVERS V. CITY OF NEW BRITAIN ET AL.
NO. 17863. ARGUED OCT. 25, 2007. DECIDED JULY 22, 2008.
(950 A.2D 1247, 288 CONN.1)

FN6. General Statutes § 1-2z provides: "The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered."

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Judge Bishop therefore concluded that, because the statute is unworkable when the state is the abutting landowner, § 1-2z does not bar the court from consulting the pertinent **legislative history** to determine whether the legislature intended to relieve the city of its duty of care and liability even when the abutting landowner is the state. Id., at 500-501, 504, 913 A.2d 1146 (*Bishop, J.*, dissenting). Judge Bishop stated that, on the basis of the **legislative history**, it is "plain that the intent of the General Assembly in enacting § 7-163a was to permit a municipality to pass an ordinance to shift the burden of liability regarding snow and ice on municipal sidewalks from the municipalities' taxpayers to abutting *private* property owners." (Emphasis added.) Id., at 504, 913 A.2d 1146 (*Bishop, J.*, dissenting). Accordingly, Judge Bishop concluded that, contrary to the determination of the trial court and the Appellate Court majority, the ordinance that the city had adopted in accordance with § 7-163a did not relieve it of liability for its alleged negligence in

failing to remove the ice and snow from the sidewalk on which the plaintiff was injured. See id., at 505, 913 A.2d 1146 (*Bishop, J.*, dissenting).

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We also agree with Judge Bishop that, although the language of § 7-163a is facially plain and unambiguous, its application yields an unworkable result when, as in the present case, the state is the abutting landowner because, under that factual scenario, neither the municipality nor the state has a duty to clear the sidewalk of ice and snow. In light of this untenable result, and because the pertinent **legislative** *****1254*** **history** indicates that § 7-163a was intended to authorize the promulgation of municipal ordinances that shift the responsibility for the removal of ice and snow on public sidewalks to abutting *private* landowners, we conclude that § 7-163a does not relieve the municipality of its duty of care or liability with respect to the accumulation ****10*** of snow and ice on a public sidewalk when the state is the abutting landowner.

…

[7] [8] [9] [10] Whether § 7-163a relieves a municipality from liability for the presence of ice or snow on a public sidewalk when the state owns the land abutting the sidewalk presents a question of statutory interpretation over which our review is plenary. See, e.g., *Windels v. Environmental Protection Commission*, 284 Conn. 268, 294, 933 A.2d 256 (2007). "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature.... In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether ****11*** the language actually does apply.... In seeking to determine that meaning ... § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.... When a statute is not plain and unambiguous, we also look for interpretive guidance to the **legislative** **history** and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter...." (Internal quotation marks omitted.) Id., at 294-95, 933 A.2d 256.

…

[18] ****16*** In view of the fact that § 7-163a does not impose a duty on the state to *****1258*** remove snow and ice from a public sidewalk when the state owns the property abutting the sidewalk, Judge Bishop concluded that § 7-163a is "unworkable" within the meaning of § 1-2z, as applied to that scenario, because the municipality is relieved of its duty to remove snow and ice from the sidewalk but that duty is not transferred to the state. [FN13] *Rivers v. New Britain*, supra, 99 Conn.App. at 501, 913 A.2d 1146 (*Bishop, J.*, dissenting). Thus, neither the state nor the municipality ****17*** is responsible for keeping the sidewalk clear of snow and ice. Because the word "unworkable" is not defined in the relevant statutory provisions, including § 1-2z itself, "we turn to General Statutes § 1-1(a), which provides in relevant part: 'In the construction of the statutes, words and phrases shall be construed according to the commonly approved usage of the language....' We look to the dictionary definition of the [term] to ascertain [its] commonly approved meaning."[FN14] *R.C. Equity Group, LLC v. Zoning Commission*, 285 Conn. 240, 254 n. 17, 939 A.2d 1122 (2008); see also *Groton v. Mardie Lane Homes, LLC*, 286 Conn. 280, 288, 943 A.2d 449 (2008) ("[i]f a statute or regulation does not sufficiently define a term, it is appropriate to look to the common understanding of the term as expressed in a dictionary" [internal quotation marks omitted]). The American Heritage Dictionary defines "unworkable" as "not capable of being put into practice successfully."[FN15] American Heritage Dictionary of the ****18*** English Language (3d Ed. 1992). Because the important public safety feature of § 7-163a is thwarted when the state is the abutting landowner-that is, no one has a duty to remove snow and ice that accumulates on the public sidewalk-we agree with Judge Bishop that § 7-163a is unworkable under *****1259*** those circumstances.[FN16]

[USES DICTIONARY]

…

Accordingly, under § 1-2z, we are free to examine extratextual evidence of the meaning of a statute, ***19** including its **legislative history**, when application of the statute's plain and unambiguous language leads to an unworkable result.[FN17] See General Statutes § 1-2z. It is evident from the pertinent **legislative history** of Public Acts 1981, No. 81-340 (P.A. 81-340), codified at General Statutes (Rev. to 1983) § 7-163a, that the purpose of the legislature in adopting the duty and liability shifting provisions of § 7-163a was to relieve municipalities of responsibility with respect to the removal of snow and ice on municipal sidewalks and to shift that responsibility to abutting private landowners. For example, during the floor debate in the House of Representatives on the bill that subsequently was enacted as ***1260** P.A. 81-340, the principal proponent of the bill, Representative Alfred J. Onorato, explained: "What the bill does is give those municipalities ... [that] adopt an ordinance ... the right to make property homeowners who are in control or possession, or own the sidewalk in front of their houses, the duty to keep them clear of snow and ice. ...

FN17. The dissent contends that we have violated § 1-2z by identifying public safety as a primary purpose of § 7-163a. Specifically, the dissent maintains that, under § 1-2z, a statutory purpose can be gleaned only from extratextual sources, and, because § 7-163a is plain and unambiguous, § 1-2z prohibits us from consulting any such sources. We categorically reject the dissent's reading of § 1-2z. In identifying the public safety purpose of § 7-163a, we have not considered any extratextual sources; that purpose, rather, is perfectly obvious from the statutory language itself, and there is nothing in § 1-2z that prohibits us from ascertaining the purpose of § 7-163a, or any other statute, from its plain language. It is readily apparent that § 7-163a transfers the duty of snow and ice removal from the municipality to the abutting landowner so that the abutting landowner will be responsible for maintaining the sidewalk in a safe condition. Indeed, the dissent does not suggest any other possible purpose.

[USES FLOOR DEBATE]

…

"There [is] some concern that there [will] be an added cost ... to the consumer. This is not so, at least in my opinion in that the [property owner pays] for this now under his [homeowner's] policy...." 24 H.R. Proc., Pt. 21, 1981 Sess., pp. 7051-52, remarks of Representative***20** Onorato; see also id., at p. 7058, remarks of Representative Onorato ("[This bill] imposes no burden on [property owners] that they're not now already paying. They're already paying for their [homeowner's] insurance which is an extension of their yard at this point ...."); id., at p. 7067, remarks of Representative Joseph J. Farricielli (supporting bill because, inter alia, accidents on certain portion of sidewalk already covered under homeowner's insurance policy); 24 S. Proc., Pt. 10, 1981 Sess., p. 3274, remarks of Senator Eugene A. Skowronski (Opposing amendment to bill and referring to abutting landowner as "the private landowner").

Even opponents of the bill expressed their understanding that the bill effected a change in the law that was targeted at private homeowners. See, e.g., 24 H.R. Proc., Pt. 19, 1981 Sess., p. 6540, remarks of Representative Richard O. Belden (Opposing bill on ground that legislature would be "telling the private property owner that he is now going to be responsible for plowing the sidewalk. Perhaps next year [the legislature will] make him responsible for his half of the road."); id., at pp. 6540-41, remarks of Representative Belden ("this is a horrendous bill and not in the interests of the private property owners in the [s]tate of Connecticut"); 24 H.R. Proc., Pt. 21, 1981 Sess., p. 7054, remarks of Representative William H. Hofmeister (opposing bill because "the liability will fall onto the homeowner"); id., at p. 7060, remarks of Representative Arthur A. Brouillet (opposing bill because shifting of liability "to the individual homeowners" likely will cause increase in homeowners' "insurance rates"); id., at p. 7063, remarks of Representative Gerald P. Crean, Jr. ("I totally disagree that this will not, in fact, cost the homeowners more money").

The conclusion that the purpose of § 7-163a was to shift responsibility for snow and ice removal from municipalities to abutting private property owners is buttressed by the **legislative history** surrounding two ***21** proposed amendments to the bill, one of which was adopted and the other of which was rejected. The bill required proof that the abutting landowner's negligent failure to clear ice or snow from the sidewalk was the "sole proximate cause" of any injuries suffered by the plaintiff. An Act Concerning Municipality Liability for Ice and Snow on Public Sidewalks, Substitute House Bill No. 6706, 1981 Sess. Senate Amendment Schedule A, which was adopted, removed the word "sole" from before the term "proximate cause" so that a plaintiff only need prove that the abutting landowner's negligence was a proximate cause of his or her injury. In introducing that amendment on the floor of the House of Representatives, Representative Onorato explained that, "by deleting the word 'sole', it brings [the bill] into the current side of the law ... [in] negligence cases ...." 24 H.R. Proc., Pt. 19, 1981 Sess., p. 6537, remarks of ***1261** Representative Onorato. Senate Amendment Schedule C, which was rejected, sought to require "that when an injury occurs ... a written notice of the injury and a general description be given to the owner or person in possession and control of the land [abutting the sidewalk on which the injury occurred]." 24 S. Proc., Pt. 10, 1981 Sess., p. 3271, remarks of Senator George L. Gunther. Senator Howard T. Owens, Jr., however, who had introduced the amendment to remove the word "sole" from the bill, opposed the notice requirement on the ground that, under the bill as originally proposed, "the landowner becomes liable ... under a general theory of liability that has been long established...." Id., at p. 3272, remarks of Senator Owens. Senator Owens further stated that, "if someone falls down inside your house or someone falls down in your backyard or is hurt in an automobile accident, there certainly is no written notice requirement given as a condition precedent to the suit." Id. It is significant that the sole proximate cause and notice requirements were rejected because***22** those two requirements are part of § 13a-144; see footnote 5 of this opinion; see also *White v. Burns*, 213 Conn. 307, 336, 567 A.2d 1195(1990) ("[s]ole proximate cause remains the standard of causation under § 13a-144"); the statutory provision pursuant to which the state may be held liable for its negligent maintenance of a highway or sidewalk that it has a duty to maintain.

SUPREME COURT OF CONNECTICUT.
STIFFLER V. CONTINENTAL INS. CO.
288 CONN. 38, 950 A.2D 1270
CONN., 2008. JULY 22, 2008.

[2] [3] [4] [5] The plaintiff's claim raises an issue of statutory interpretation, over which we exercise plenary review. See, ***43** e.g., *Considine v. Waterbury*, 279 Conn. 830, 836, 905 A.2d 70 (2006). "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature.... In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language***1275** as applied to the facts of [the] case, including the question of whether the language actually does apply.... In seeking to determine the meaning, General Statutes § 1-2z[FN8] directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.... When a statute is not plain and unambiguous, we also look for interpretive guidance to the **legislative history** and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter...." (Internal quotation marks omitted.) Id., at 836-37, 905 A.2d 70.

…

To allow a plaintiff to recover offer of judgment interest on the verdict amount, an amount that is excessive as a matter of law under § 38a-336(b), would contravene the public policy that § 38a-336(b) is meant to further. Indeed, it would be incongruous for one provision of our statutory scheme, § 38a-336(b), to dictate that a plaintiff's recovery cannot exceed a certain level in view of various well established policy concerns, and for another provision, § 52-192a, simultaneously to be construed to allow for this excessive sum to serve as the basis for further recovery. Construing

our offer of judgment statute together with § 38a-336(b) thus suggests that interest awarded pursuant to § 52-192a(b) ***50*** is to be based on the judgment ****1279*** amount rather than the verdict amount.[FN13]

FN13. The **legislative history** of § 52-192a(b) also provides support for our interpretation of the statute requiring that offer of judgment interest be calculated on the judgment amount, which reflects the verdict after adjustments required by law. In 1994, the General Assembly's judiciary committee rejected a proposed amendment that would have required offer of judgment interest to be calculated on the verdict amount. The judiciary committee declined to report favorably out of committee an amendment to § 52-192a that would have calculated offer of judgment interest in precisely the way that the plaintiff in the present case advocates. This proposed bill would have amended § 52-192a(b) so that the offer of judgment interest would be calculated on "the amount of the verdict by the jury or the award by the court...." Raised Bill No. 5383 (February Sess. 1994). The bill's stated purpose was "[t]o provide that, in determining whether a plaintiff who has filed an offer of judgment which a defendant has failed to accept is entitled to interest, *the court shall compare the offer of judgment to the amount of the jury verdict or court award rather than to the amount the plaintiff actually recovered and compute the interest on the amount of such jury verdict or court award.*" (Emphasis added.) Id.At a public hearing before the judiciary committee, a representative of the insurance industry expressed reservations about this bill. Representative Richard D. Tulisano, the longtime cochair of the judiciary committee who was presiding at the hearing, responded to those concerns as follows. "This bill right now offers a judgment, if the defendant rejects an offer of judgment after the trial, the court is directed to add interest in the amount of 12 percent to the amount the plaintiff has recovered and what this bill does is say that that amount should be based on what the jury's verdict is and *our problem* with that is the jury's verdict doesn't reflect reality because what the court does after the jury's verdict is deduct the collateral sources and this would essentially amount to a windfall for the plaintiff. *The defendant should not have [to] pay interest on something that he was not obligated to pay.* The collateral sources were already paid to the plaintiff. *The defendant's obligation should be based on the amount he is liable for and it would be unfair to change the rule to make it on the jury's verdict.*" (Emphasis added.) Conn. Joint Standing Committee Hearings, Judiciary, Pt. 1, 1994 Sess., p. 295. *[COMMITTEE REPORTS AND …]*

LOCATION REALTY, INC. V. COLACCINO
287 CONN. 706, 949 A.2D 1189
CONN., 2008. JULY 08, 2008

728 While our examination of the text strongly supports the proposition that the legislature evinced an intent to incorporate a common-law equitable remedy into the statute, the text by no means expressly and unambiguously indicates that the statute precludes separate equitable remedies in derogation of the common law. We, therefore, turn to its **legislative history** for clarification.

Although we have discussed the pertinent sections of the operative statute previously herein, we consider the following historical background. Section 20-325a originally was enacted in 1971, and that simpler revision of the statute included a section prohibiting those not duly licensed from recovering a commission and a section setting forth five requirements for a written agreement between a licensee and an individual or entity receiving real estate brokerage services. Public Acts 1971, No. 378, § 1.[FN16] Thereafter, the legislature made various changes to the requirements in what is ***729*** now subsection (b). See, e.g., Public Acts 1984, No. 84-137, § 1(permitting parties to listing agreement or their duly authorized agents to sign agreement); Public Acts 1993, No. 93-355, § 1(adding notification provision concerning real estate broker's liens to writing requirements in subsection [b] and seven other new subsections).

FN16. Our review of the **legislative history** of these provisions has revealed nothing to indicate that the legislature intended to preserve common-law equitable remedies with its enactment of § 20-325a and subsequent amendments thereto. The **legislative history** to the 1971 Public Act reflects that the statute was meant to ensure that "no commission's fees or renumeration may [be] recovered in a court of law for real estate transaction unless the full terms of an agreement are

signed by both parties.... These terms would be in writing with [the] names and addresses of all parties....” 14 H.R. Proc., Pt. 6, 1971 Sess., p. 2783, remarks of Representative Albert S. Crockett. As one legislator noted: “The [c]ourts are quite often filled with cases concerning disputes over real estate commissions and conditions under which the brokers were engaged to perform. This law spells it out and really clarifies a great number of problems.” 14 S. Proc., Pt. 5, 1971 Sess., p. 2316, remarks of Senator William J. Sullivan. During committee hearings on the bill that later became No. 378 of the 1971 Public Acts, David Kotkin, who represented the Connecticut Association of Real Estate Boards, confirmed this problem when he stated that, whether the requirements were different for commercial real estate transactions and those involving homeowners, there should be “at least something in writing to indicate that the owner of the property did consent to the property being listed.” Conn. Joint Standing Committee Hearings, Insurance and Real Estate, 1971 Sess., p. 230. Thus, at a minimum, the legislature intended that these transactions had to be memorialized in a writing in compliance with the statute.

The most significant change for purposes of the present case occurred in 1994, when the legislature added what is now subsection (d), the exception permitting recovery for those persons who substantially had complied with the requirements of the statute provided that the equities balanced in their favor. Public Acts 1994, No. 94-240, § 3. The **legislative history** of that provision specifically indicates that the real estate industry brought concerns about unjust enrichment to the legislature's attention. As a representative of the Connecticut real estate commission stated in a committee hearing with regard to that amendment: “[T]he proposed changes expand [§] 20-325[a] so that if a broker in a real estate transaction has substantially complied with the provisions of this ... section, the broker will be permitted to pursue their claims for payment of the [licensee's] fees in our court system. Right now, under [§] 20-325[a], ***1203** if as much as a date the listing contract or authorization to ask for another is deleted from that listing agreement ... [the licensee is barred] from going to court to seek payment of the commission and often this has resulted in unjust enrichment to various sellers of properties.” Conn. Joint Standing Committee Hearings, Insurance and Real Estate, Pt. 1, 1994 Sess., p. 91, remarks of Larry Hannafin.

We made, and relied on, the same observation in *Location Realty, Inc. v. General Financial Services, Inc.*, supra, 273 Conn. at 780-81, 873 A.2d 163, when we specifically examined the **legislative history** of the 1994 amendment. We stated: “The **legislative history** [of now § 20-325a(d)] indicates that the proposal was brought forth in ***730** response to certain decisions of this court that strictly construed the requirements of § 20-325a(b), namely, the formal requirements of a listing agreement, and denied brokers the right to recover for failures of strict compliance therewith. See, e.g., *M.R. Wachob Co. v. MBM Partnership*, [supra, 232 Conn. at 658-62, 656 A.2d 1036]; Conn. Joint Standing Committee Hearings, supra, p. at 91. That history indicates that the task force that drafted the legislation considered that the strict construction of subsection (b) of § 20-325a *had resulted in some cases of ‘unjust enrichment.’* Conn. Joint Standing Committee Hearings, supra, p. at 91. This history, in turn, also suggests that the question of recovery, despite a failure to comply strictly with subsection (a) of § 20-325a, must be determined on the basis of all of the facts and circumstances of the case. See, e.g., *Crowell v. Danforth*, 222 Conn. 150, 158, 609 A.2d 654 (1992) (‘[u]njust enrichment requires a factual examination of the circumstances and of the conduct of the parties' ...).” (Emphasis added.) *Location Realty, Inc. v. General Financial Services, Inc.*, supra, at 780-81, 873 A.2d 163. Thus, subsection (d) was enacted, at least in part, to deal with the precise equitable concerns at issue in claims of unjust enrichment. Put differently, by addressing the unjust enrichment problems with a statutory remedy, conditioned on substantial compliance, we conclude that the legislature declined to leave intact a common-law remedy to parties in these circumstances. We therefore conclude that substantial compliance is the sole avenue to recovery that the legislature chose to provide in circumstances wherein the strict construction of § 20-325a would lead to unfair results or unjust enrichment.

[13] [14] Fifth, "the legislative acquiescence doctrine requires actual acquiescence on the part of the legislature. [Thus] [i]n most of our prior cases, we have employed the doctrine not simply because of legislative inaction, but because the legislature affirmatively amended the statute subsequent to a judicial or administrative interpretation, but chose not to amend the specific provision of the statute at issue." *Berkley v. Gavin*, 253 Conn. 761, 776-77 n. 11, 756 A.2d 248 (2000). In other words, "[l]egislative concurrence is particularly strong [when] the legislature makes unrelated amendments in the same statute." (Internal quotation marks omitted.) *Discuillo v. Stone & Webster*, 242 Conn. 570, 594, 698 A.2d 873 (1997) (*Berdon, J.*, dissenting). It is significant, therefore, that, with the exception of a 1993 amendment to § 53a-94 affecting only its penalty provisions,[FN13] neither that section nor the pertinent definitional section, ****526*** General Statutes § 53a-91, has been subject to any substantive amendments since it first was enacted in 1969.[FN14]

FN13. Under that 1993 amendment, three years of the sentence imposed for a violation of § 53a-94 (a) shall not be suspended or reduced. Public Acts 1993, No. 93-148, § 1, codified at General Statutes § 53a-94(b).

FN14. We note that, following this court's opinion in *State v. Luurtsema*, supra, 262 Conn. at 179, 811 A.2d 223, three bills were introduced proposing amendments to the statutory definition of kidnapping in direct response to that decision. See An Act Concerning Asportation in Kidnapping Cases, Raised Bill No. 1284, 2005 Sess. (proposing that § 53a-91 [2] be amended to provide that " 'abduct' means to ... carry away a person under coercion and restraint to another place with intent to prevent ... such person's liberation and to a degree that is not incidental to the commission of another crime"); An Act Concerning Asportation in Kidnapping Cases, Senate Bill No. 530, 2005 Sess. (proposing "[t]hat [General Statutes §§] 53a-91 to 53a-94a ... be amended to provide that the crime of kidnapping requires substantial restriction on movement of the victim"); An Act Concerning Asportation in Kidnapping Cases, Raised Bill No. 1159, 2003 Sess. (proposing that § 53a-91 [2] be amended to provide that " 'abduct' means to ... carry away a person under coercion and restraint to another place with intent to prevent ... such person's liberation and to a degree that is not incidental to the commission of another crime"). None of these bills, however, was reported out of committee. The state contends that the failure of these proposals in committee is evidence that the legislature perceived them as lacking in merit. The state's assertion is not persuasive. As this court previously has observed, "[w]e are reluctant to draw inferences regarding legislative intent from the failure of a legislative committee to report a bill to the floor ... because in most cases the reasons for that lack of action remain unexpressed and thus obscured in the mist of committee inactivity." *In re Valerie D.*, 223 Conn. 492, 518 n. 19, 613 A.2d 748 (1992); accord *Conway v. Wilton*, supra, 238 Conn. at 679-80, 680 A.2d 242. Furthermore, "we are unaware of any occasion in which this court has relied on a legislative committee's rejection of a proposed bill as evidence of the intent of the entire General Assembly, which never voted on or discussed the proposal." *Ricigliano v. Ideal Forging Corp.*, 280 Conn. 723, 741-42, 912 A.2d 462 (2006); see also *Bob Jones University v. United States*, 461 U.S. 574, 600, 103 S.Ct. 2017, 76 L.Ed.2d 157 (1983) ("unsuccessful attempts at legislation are not the best of guides to legislative intent" [internal quotation marks omitted]); cf. *In re Valerie D.*, supra, at 518 n. 19, 613 A.2d 748 (although no inference of legislative intent generally may be drawn from failure of legislative committee to report bill to floor, weight should be given to legislative committee's rejection of proposed bill when [1] committee adopted second proposed bill that took directly contrary approach to first bill, [2] both bills were considered together, [3] **legislative history** of committee hearings contained testimony regarding relative merits and demerits of two disparate approaches represented in bills, and [4] legislature passed bill endorsed by committee).

…

[15] [16] [17] [18] ***529** The principles that govern our task are well established. Because it involves construction of a statute, our review is plenary. See, e.g., *State v. Bell*, 283 Conn. 748, 786, 931 A.2d 198 (2007). "When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature.... In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply.... In seeking to determine that ****1110** meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered.... When a statute is not plain and unambiguous, we also look for interpretive guidance to the **legislative history** and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter...." (Internal quotation marks omitted.) *Southern New England Telephone Co. v. Cashman*, 283 Conn. 644, 650-51, 931 A.2d 142 (2007). In accordance with § 1-2z, we begin our review of the defendant's claim with the language of the kidnapping statutes and other related statutory provisions.

[USES HISTORY OF SECTION AMENDMENTS; COMMISSION TO REVISE CRIMINAL STATUTES REPORTS, ETC]