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SCHALLER, J., dissenting. I respectfully disagree with the majority's analysis of General Statutes § 14-52 and its conclusion that this section precludes the recovery of punitive damages and attorney's fees. I conclude, contrary to the majority, that the term "any loss" in § 14-52 is clear and unambiguous. Given its plain meaning, I believe "any loss" encompasses punitive damages and attorney's fees. I would therefore reverse the judgment of the trial court.

The majority concludes that the term "any loss" is "both generalized and ambiguous," and that the generality and ambiguity surrounding the term is demonstrated by consulting a standard dictionary definition. Indeed, the dictionary definition that the majority uses as support for the term's lack of clarity supports my position. The majority defines "any" as, "one, indifferently out of more than two . . . one, some, or all indiscriminately of whatever quantity." That definition of "any," together with the use of the word in the statute, is clear and comprehensive. As the majority recognizes, when the words of a statute are plain and unambiguous, there is no need to examine legislative history or other sources of guidance. Not only is logic on the side of the plaintiff in this case, as the majority concedes, but the word "any" is plain on its face and, as such, requires no interpretation beyond that which comes from its normal usage.

The only conceivable ambiguity might concern whether punitive damages constitute a "loss." That concern, however, is resolved under our case law. Punitive damages are awarded in this state "not to punish the defendant for his offense, but to compensate the plaintiff for his injuries." *DeSantis v. Piccadilly Land Corp.*, 3 Conn. App. 310, 315, 487 A.2d 1110 (1985). Moreover, our Supreme Court has recognized the principle that "a finding of actual loss may support an award of punitive damages"; *Hi-Ho Tower, Inc. v. Com-Tronics, Inc.*, 255 Conn. 20, 34, 761 A.2d 1268 (2000); and that punitive damages may be awarded upon a jury finding of liability, which is the equivalent of a finding of damages. *Id.* Punitive damages, therefore, represent a special kind of compensation for injury, damage or loss. In this case, the punitive damages awarded to the plaintiff in an unallocated damages award signify the existence of a loss, bringing it within the statutory term "any loss."

In view of the clarity of the phrase "any loss," it is not necessary or appropriate to consult legislative history. The term "any loss" should be accorded its plain meaning without more.

In any event, I do not agree with the majority's analysis of legislative history in this case. Although the major-

ity notes the proposition that an award of punitive damages fulfills the salutary purpose of fully compensating a victim for the harm inflicted, it concludes that the surety provision in question was not enacted to provide consumers with full compensation. The majority supports that conclusion by relying on the use of the word “some” and the term “money owed” in the legislative history.

I do not agree with the proffered analysis. The use of the word “some” does not imply that the legislature intended that a plaintiff should be limited to partial damages but, instead, indicates that only one of many potential means of recovery was being provided. The term “some” was specified, not by the legislature in the statute itself, but by legislators in the course of discussing the legislation. In addition, the majority’s conclusion that the phrase “money owed to them” means amounts presently due, as opposed to subsequent money owed, is not supported by analysis. I see no basis for reading the legislative history so restrictively. Even if legislative history were properly considered in this case, it does not support the majority’s conclusion. In addition, with regard to the analysis of attorney’s fees, even though the legislature chose to specify certain examples of recovery in some instances, that practice does not detract from the comprehensive clarity of the words “any loss” in this instance.

Moreover, I do not agree with the majority’s reliance on the Restatement, Security (1941). Sections 195 and 198 deal with injunction bonds and attachment bonds, respectively, and are not applicable in this case. Similarly, § 73 is inapplicable here because that section applies to penalties. In the present case, however, the judgment awarded the plaintiff compensation for a loss in the form of damages. The award was not a penalty that was assessed against the dealer in addition to compensating the plaintiff for her loss.

Because the award in this case is consistent with the public policy behind § 14-52, that is, that the surety should pay what the principal was obligated to pay, the plaintiff should not be deprived of her compensation by the defendant’s suggestion of ambiguity in a term that could hardly be more straightforward. Because under the clear and broad language of § 14-52, the plaintiff should be allowed to recover from the surety the damages awarded for all her losses, I would reverse the judgment of the trial court.

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