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PACIFIC FUNDING TRUST 1002 *v.* STEPHENSON RESIDENTIAL SERVICES, LLC (AC 45425)

PS FUNDING, INC. *v.* STEPHENSON RESIDENTIAL SERVICES, LLC, ET AL. (AC 45426)

PS FUNDING, INC. *v.* STEPHENSON RESIDENTIAL SERVICES, LLC (AC 45462)

Moll, Cradle and DiPentima, Js.

Syllabus

The plaintiff in each of three cases sought to foreclose a mortgage on a commercial property owned by the defendant after the defendant defaulted by failing to make payments. The plaintiff in each of the three cases filed, inter alia, a motion for a judgment of strict foreclosure and an affidavit of debt and, thereafter, a motion for default for failure to plead. In each case, after the motion for default was granted, the defendant filed an objection to the motion for a judgment of strict foreclosure and an answer and special defenses. In the third case, the defendant also filed a motion to open the default. The trial court denied the defendant's motion to open the default in the third case, and, in each of the three cases, the court rendered a judgment of foreclosure by sale with respect to the subject property. The defendant filed a separate appeal to this court in each of the three cases. *Held*:

1. This court declined to address the merits of the defendant's claim that the trial court improperly determined that its special defenses were legally insufficient to present a valid defense to a matured mortgage, as the special defenses were not properly before the trial court: in the first two cases, because motions for a judgment of strict foreclosure had been filed at the time the defendant was defaulted for failure to plead, the only way the defaults could be set aside was by the judicial authority, and, because the defendant did not file a motion or ask the judicial authority to open or set aside the default in either case, the defendant remained in default at the time judgment was rendered against it and when it attempted to file its answer and special defenses, which precluded the defendant from making any further defense concerning liability; moreover, in the third case, because the defendant did not raise any claim in its appeal challenging the trial court's decision denying its motion to open the default, the defendant remained in default at the time judgment was rendered against it and when it attempted to file its answer and special defenses, which it was not allowed to file under the rules of practice.
2. The defendant could not prevail on its claim that, even if its special defenses were not properly part of the record, they sufficiently apprised the trial court that it was raising a challenge or objection to the amounts of the debts, which thereby required an evidentiary hearing and precluded the court from determining the amounts of the debts by affidavit: a defense challenging the amount of the debt must be actively made in order to prevent the application of the rule of practice (§ 23-18 (a)) that provides that the amount of debt can be established by affidavit of debt when there is no defense as to the amount of the mortgage debt, such a defense must be squarely focused on the amount of the debt rather than other matters that are ancillary to the amount of the debt, and, in all three cases, the defendant's special defenses were not properly before the court; moreover, even if the special defenses were taken into consideration, the defendant did not sufficiently raise a defense to the amounts of the debts, either in the special defenses or at any time before the trial court, to prohibit the admission of the affidavits of debt pursuant to Practice Book § 23-18 (a).

Argued May 17—officially released July 25, 2023

Procedural History

Action, in two cases, to foreclose a mortgage on certain real property of the named defendant, and for other relief, brought to the Superior Court in the judicial district of Stamford-Norwalk, where the named defendant was defaulted for failure to plead, and action, in a third case, to foreclose a mortgage on certain real property of the defendant, and for other relief, brought to the Superior Court in the judicial district of Fairfield, where the defendant was defaulted for failure to plead; thereafter, in the third case, the court, *Spader*, *J.*, denied the defendant's motion to open the default; subsequently, in each case, the court, *Spader*, *J.*, rendered a judgment of foreclosure by sale, from which the defendant in Docket Nos. 45425 and 45462 and the named defendant in Docket No. 45426 filed separate appeals to this court. *Affirmed.*

Joseph L. Rini, for the appellants (defendant in Docket Nos. AC 45425 and AC 45462 and named defendant in Docket No. AC 45426).

Elizabeth M. Cristofaro, for the appellees (plaintiff in each case).

Opinion

DiPENTIMA, J. In these three appeals,[1] the named defendant in each case, Stephenson Residential Services, LLC,[2] appeals from the judgments of foreclosure by sale rendered in favor of the plaintiff in the first case, Pacific Funding Trust 1002 (Pacific Funding), and the plaintiff in the second and third cases, PS Funding, Inc. (PS Funding), after the defendant was defaulted in each case. The defendant filed nearly identical appellate briefs and raises the same claims in all three appeals, namely, (1) that the court improperly determined that the defendant's special defenses, as set forth in a pleading it purported to file in each case titled "defendant's answer, special defenses/matters in avoidance and setoffs" (answer and special defenses), were legally insufficient to present a valid defense to a matured mortgage, and (2) whether the special defenses, even if not properly part of the record, sufficiently apprised the court that the defendant was raising a challenge or objection to the amount of the debt, thereby requiring an evidentiary hearing and precluding the court from determining the amount of the debt by affidavit pursuant to Practice Book § 23-18 (a). We affirm the judgment in each appeal.

The following undisputed facts and procedural history are relevant to the defendant's three appeals, all of which involve short-term commercial mortgages. We first set forth the procedural posture of the case underlying the first appeal, Docket No. AC 45425 (first case), and that of the case underlying the second appeal, Docket No. AC 45426 (second case). The first case concerns real property owned by the defendant located at 8 Hillside Avenue in Stamford. On or about July 26, 2018, the defendant executed and delivered to PS Funding a mortgage on the subject property as security for a note executed that same day in favor of PS Funding in the amount of $321,750. The mortgage subsequently was assigned to Pacific Funding, which is the current holder of the note and mortgage. The note matured on September 1, 2020, and the defendant defaulted by failing to make the payment due upon maturity and, thereafter, refused to cure the default despite demands made by Pacific Funding, which commenced a foreclosure action against the defendant on November 12, 2021.

The second case, which is procedurally similar to the first case, concerns real property owned by the defendant located at 11 Revere Drive in Stamford. With respect to that property, the defendant similarly executed and delivered to PS Funding a mortgage on the property as security for a note in favor of PS Funding in the amount of $100,100, both of which were executed on or about March 28, 2018. PS Funding is the holder and owner of the mortgage and the note, which matured on April 1, 2020. The defendant defaulted by failing to make the payment due at maturity or any payments thereafter upon demand from PS Funding, which com-

menced a foreclosure action against the defendant on November 12, 2021, the same date as the first case.

On December 9, 2021, Pacific Funding and PS Funding filed motions for default for failure to appear in the first and second cases, both of which were granted by the court clerk on December 20, 2021. In each of those cases, on January 21, 2022, Pacific Funding and PS Funding filed motions for a judgment of strict foreclosure, and, thereafter, on February 2, 2022, each filed a number of documents, including a bill of costs, an affidavit regarding attorney's fees, an appraisal, an affidavit of debt, and a foreclosure worksheet. Subsequently, on February 7, 2022, counsel for the defendant filed appearances in both cases, along with motions for a judgment of foreclosure by sale. On February 10, 2022, in the first and second cases Pacific Funding and PS Funding filed motions for default for failure to plead, both of which were granted by the court clerk on February 28, 2022. The defendant followed by filing objections in both cases to the motions for a judgment of strict foreclosure on March 8, 2022, as well as its answer and special defenses in each case on March 10 and 11, 2022, respectively. Updated affidavits of debt and foreclosure worksheets were filed by Pacific Funding and PS Funding in each case on March 22, 2022, and a joint hearing on both foreclosure matters was held on March 23, 2022, at which the court rendered judgments of foreclosure by sale with respect to both properties.

The case underlying the third appeal, Docket No. AC 45462 (third case), concerns real property owned by the defendant located at 45 Riverside Lane in Easton. With respect to that property, the defendant similarly executed and delivered to PS Funding a mortgage on the property as security for a note in favor of PS Funding in the amount of $396,500. The note and mortgage were executed on or about April 5, 2018. PS Funding is the holder and owner of the mortgage and the note, which matured on May 1, 2019. Again, as with the other two mortgages, the defendant defaulted by failing to make the payment due at maturity or any payments thereafter upon demand from PS Funding, which commenced a foreclosure action against the defendant on November 12, 2021, the same day as the first and second cases.

On December 9, 2021, PS Funding filed a motion for default for failure to appear in the third case, which was not acted on until February 7, 2022, when the court denied the motion, as counsel for the defendant filed an appearance that same day along with a motion for a judgment of foreclosure by sale. Prior to that ruling, on January 21, 2022, PS Funding had filed a motion for a judgment of strict foreclosure, and it filed a number of documents on February 2, 2022, which included a bill of costs, an affidavit regarding attorney's fees, an appraisal, an affidavit of debt, and a foreclosure worksheet. PS Funding thereafter filed a motion for default

for failure to plead on February 10, 2022, which was granted by the court clerk on February 18, 2022. On March 8, 2022, the defendant filed an objection to the motion for a judgment of strict foreclosure, followed by its answer and special defenses on March 11, 2022. PS Funding filed an updated affidavit of debt and foreclosure worksheet on March 28, 2022. Subsequently, on March 30, 2022, the defendant filed a motion to open the default and to acknowledge its answer and special defenses, along with an objection to the motions for a judgment of foreclosure being acted on prior to the court's resolution of the motion to open and acknowledge the answer. In response, PS Funding filed an objection to the defendant's motion to open on March 31, 2022. At a hearing on the matter held on April 8, 2022, the court denied the defendant's motion to open and rendered judgment of foreclosure by sale with respect to the subject property. These appeals followed. Additional facts and procedural history will be set forth as necessary.

I

The defendant's first claim in all three appeals is that the court improperly determined that its special defenses, as set forth in the answer and special defenses it purported to file in each case, were legally insufficient to present a valid defense to a matured mortgage. In light of the procedural posture of the first and second cases, and because the defendant has not challenged the denial of its motion to open the default in the third case, we do not address the merits of the first claim raised by the defendant in all three appeals.

At the outset, we note that, because our resolution concerning the defendant's first claim in all three appeals involves the construction of relevant rules of practice, our review is plenary. See *Deutsche Bank National Trust Co.* v. *Bertrand*, 140 Conn. App. 646, 655, 59 A.3d 864, cert. dismissed, 309 Conn. 905, 68 A.3d 661 (2013). Moreover, because the first and second cases have a similar procedural history, we address them together first. The record shows that, in both the first and second cases, the defendant was defaulted for failure to plead while a motion for a judgment of foreclosure was pending. Such circumstances are governed by Practice Book § 17-32. Pursuant to subsection (a) of § 17-32, "[w]here a defendant is in default for failure to plead . . . the plaintiff may file a written motion for default which shall be acted on by the clerk," which occurred in both cases. Subsection (b) of § 17-32 provides in relevant part: "If a party who has been defaulted under this section files an answer before a judgment after default has been rendered by the judicial authority, the default shall automatically be set aside by operation of law *unless* a claim for a hearing in damages or a motion for judgment has been filed. If a claim for a hearing in damages or a motion for judgment

has been filed, the default may be set aside only by the judicial authority. . . ." (Emphasis added.)

Because, in each of the first two cases, motions for a judgment of strict foreclosure had been filed at the time the defendant was defaulted for failure to plead, the only way the defaults could be set aside was by the judicial authority. Thus, the defendant's answers in each case did not automatically set aside the defaults. Moreover, the defendant never filed a motion or asked the judicial authority to open or set aside the defaults in either case. Accordingly, the defendant remained in default at the time judgment was rendered against it in each of the first two cases, as well as when it attempted to file its answer and special defenses. As a result of the defaults, the defendant was precluded in both cases from making any further defense concerning liability; see *Bank of New York Mellon* v. *Talbot*, 174 Conn. App. 377, 383, 165 A.3d 1253 (2017); which meant that it was not allowed under the rules of practice to file the answer and special defenses that it had purported to file in each case unless and until the default was vacated or set aside. See *Willamette Management Associates, Inc.* v. *Palczynski*, 134 Conn. App. 58, 62 n.4, 38 A.3d 1212 (2012); see also Practice Book § 17-33 (b) ("the effect of a default is to preclude the defendant from making any further defense in the case so far as liability is concerned"). Therefore, because the special defenses were not properly before the court, we do not reach the merits of the defendant's first claim in the first two cases,[3] which relates directly to the special defenses and challenges the court's statement that the special defenses were not valid with respect to matured mortgages.

The third case differs from the first two in that the defendant did file a motion to open the default in the third case, which the court denied. The defendant, however, has not raised any claim in its third appeal challenging the court's decision denying its motion to open the default. See footnote 3 of this opinion; see also *Belevich* v. *Renaissance I, LLC*, 207 Conn. App. 119, 120 n.1, 261 A.3d 1 (2021) (because appellate brief failed to provide any analysis concerning trial court's ruling denying motion to reargue, any claim concerning that ruling was deemed abandoned). As a result, as with the first two cases, in the third case the defendant remained in default at the time judgment was rendered against it, as well as when it attempted to file its answer and special defenses, which it was not allowed to file under the rules of practice. Accordingly, we do not address the defendant's first claim as it relates to the third case, as it also concerns the special defenses and challenges statements made by the court regarding the validity of the special defenses in relation to a matured mortgage.[4]

II

The defendant's second claim in all three appeals is

that, even if its special defenses were not properly part of the record, they sufficiently apprised the court that the defendant was raising a challenge or objection to the amount of the debt, which thereby required an evidentiary hearing and precluded the court from determining the amount of the debt by affidavit pursuant to Practice Book § 23-18 (a). We consider and reject this claim.

We first set forth the standard of review applicable to this claim. "[T]he proper characterization of the trial court's ruling is clarified by examining the nature of an affidavit of debt and the function of Practice Book § 23-18 (a) in foreclosures. Without question, an affidavit of debt is hearsay evidence because it is an out-of-court statement, by an absent witness, that is offered to prove the truth of the amount of the debt averred in the affidavit. . . . [T]he purpose of § 23-18 (a) is to serve as an exception to the general prohibition of hearsay evidence when appropriate circumstances arise, namely, that the amount of the debt is not in dispute. . . . Therefore, the defendant's claim that the trial court erred in determining that § 23-18 (a) applies is most properly characterized as challenging the trial court's determination that an exception to the general prohibition of hearsay applies to the affidavit of debt." (Citations omitted.) *Bank of America, N.A.* v. *Chainani*, 174 Conn. App. 476, 483–84, 166 A.3d 670 (2017).

"A trial court's decision to admit evidence, if premised on a correct view of the law . . . calls for the abuse of discretion standard of review. . . . In other words, only after a trial court has made a legal determination that a particular statement . . . is subject to a hearsay exception . . . is it [then] vested with the discretion to admit or to bar the evidence based upon relevancy, prejudice, or other legally appropriate grounds related to the rule of evidence under which admission is being sought. . . . Therefore, a trial court's legal determination of whether Practice Book § 23-18 (a) applies is a question of law over which our review is plenary." (Citation omitted; emphasis omitted; internal quotation marks omitted.) *HSBC Bank USA, National Assn.* v. *Gilbert*, 200 Conn. App. 335, 353, 238 A.3d 784 (2020).

Practice Book § 23-18 (a) provides: "In any action to foreclose a mortgage *where no defense as to the amount of the mortgage debt is interposed*, such debt may be proved by presenting to the judicial authority the original note and mortgage, together with the affidavit of the plaintiff or other person familiar with the indebtedness, stating what amount, including interest to the date of the hearing, is due, and that there is no setoff or counterclaim thereto." (Emphasis added.)

Our "case law is clear that a defense challenging the amount of the debt must be actively made in order to prevent the application of [Practice Book] § 23-18 (a).

[A] mere claim of insufficient knowledge as to the correctness of the amount stated in the affidavit of debt is not a defense for purposes of [§ 23-18 (a)]. . . . It is axiomatic that such a defense may be raised by pleading a special defense attacking the amount of the debt claimed, but it may also be raised by objection, supported with evidence and arguments challenging the amount of the debt, upon the attempted introduction of the affidavit in court. See, e.g., *Suffield Bank* v. *Berman*, 25 Conn. App. 369, 372–74, 594 A.2d 493 (challenge to amount of debt, unlike defense to liability, need not be disclosed prior to judgment hearing), cert. dismissed, 220 Conn. 913, 597 A.2d 339, cert. denied, 220 Conn. 914, 597 A.2d 340 (1991). A defense, however raised, *must be squarely focused on the amount of the debt rather than other matters that are ancillary to the amount of the debt*, such as whether the loan is in default, which is a matter of liability, or challenges that attack the credibility of the affiant or defects in the execution of the affidavit itself. See . . . *Busconi* v. *Dighello*, 39 Conn. App. 753, 771–72, 668 A.2d 716 (1995) (defense to liability does not implicate amount of debt), cert. denied, 236 Conn. 903, 670 A.2d 321 (1996)." (Citations omitted; emphasis added; internal quotation marks omitted.) *Bank of America, N.A.* v. *Chainani*, supra, 174 Conn. App. 486–87; see also *JPMorgan Chase Bank, National Assn.* v. *Malick*, 208 Conn. App. 38, 43, 263 A.3d 920 (2021) ("[i]n a mortgage foreclosure action, a defense to the amount of the debt must be based on some articulated legal reason or fact" (internal quotation marks omitted)), aff'd, 347 Conn. 155, A.3d (2023).

In the present case, the defendant essentially claims that it asserted a defense to the amounts of the debts via its special defenses, which, even if not part of the record or considered to be valid defenses to a matured mortgage, should have been considered by the court "as objections to the computation of the debt" and, at a minimum, put the court on notice that the defendant was challenging the affidavits of debt. In its principal appellate briefs for all three appeals, the defendant argues: "[The] amount of the debt was directly put into issue by the defendant's answer, special defenses/matters in avoidance and setoffs . . . [which] constitute[d] [an] objection to the amount of the debt and certainly constitute[d] notice of a challenge to the affidavit of debt." For that reason, the defendant argues, Practice Book § 23-18 (a) did not apply and the court erred in failing to hold an evidentiary hearing regarding the amounts of the debts.

The flaw in the defendant's argument, however, first lies in the fact that the special defenses were not properly before the court. It necessarily follows that the court could not have erred in failing to consider special defenses that were not properly before it, nor can we conclude that disallowed special defenses can meet the

standard set forth in case law to constitute a valid defense to the debt for purposes of Practice Book § 23-18 (a).

Even if the special defenses are taken into consideration,[5] we conclude that, under the circumstances of these cases, the defendant did not sufficiently raise a defense to the amounts of the debts, either in the special defenses or at any time before the trial court, to prohibit the application of Practice Book § 23-18 (a) and the admission of the affidavits of debt. In each of the three cases, the defendant attempted to file identical special defenses in its answer and special defenses. In the first special defense, the defendant asserted that "[e]quity abhors forfeiture" and that the "[p]laintiff [in each case] acted in a manner to cause prior defaults to be claimed by not timely nor appropriately allocating and/or dispersing payments when the defendant was not in default and by maintaining foreclosure preventing refinance prior to the maturity date of the note even though the plaintiff was aware refinance was imminent." The allegation in the second special defense that the "[p]laintiff should not be awarded attorney's fees" stemmed from the allegation of inappropriate conduct by Pacific Funding and PS Funding prior to the institution of the foreclosure actions. The third special defense restated the allegations of the second special defense and further alleged that the "[p]laintiff has unclean hands and th[e] foreclosure should be dismissed and the lis pendens released with an order prohibiting the plaintiff from commencing another foreclosure for four months to refinance."

We recognize that a misallocation of payments and the amount of attorney's fees awarded may affect the amount of the debt due. The first special defense, however, alleges that the misallocation of payments caused prior defaults and the prior foreclosure actions were maintained to prevent the defendant from being able to refinance, and the second special defense simply realleges the allegations of the first defense to assert that no attorney's fees should be allowed. Neither special defense attacks or squarely focuses on the amounts of the debts; instead, both relate to ancillary matters, namely, alleged improper conduct by Pacific Funding and PS Funding prior to the commencement of the foreclosure actions.[6] Moreover, they were asserted to challenge the enforceability of the notes and mortgages, not the amounts of the debts, as evidenced by the argument in the defendant's appellate briefs that the allegations of the special defenses—that Pacific Funding and PS Funding had engaged in inequitable conduct prior to the foreclosure proceedings that increased the mortgage debt—related directly to the *enforcement* of the notes and mortgages. Finally, the third special defense alleging unclean hands cannot reasonably be construed as a challenge to the amounts of the debts.

Additionally, at no time during the hearings on March 23 and April 8 did the defendant object when the court determined the amounts of the debts due Pacific Funding and PS Funding, nor did the defendant argue that the court should consider its special defenses as an objection or defense to the amounts of the debts or mention Practice Book § 23-18. In fact, at no time at either hearing did the defendant indicate to the court that the amount of debt was in dispute or that it was seeking an evidentiary hearing thereon, which, at a minimum, might have alerted the court that it was contesting the amounts of the debts. Additionally, in all three cases, the defendant did not file objections to the updated affidavits of debt and foreclosure worksheets filed by Pacific Funding and PS Funding, either prior to or at the hearings in each case on the motions for judgment, nor did the defendant offer or reference any evidence contesting the amounts of the debts in advance of or at those hearings. Compare *U.S. Bank National Assn.* v. *Bennett*, 195 Conn. App. 96, 112, 223 A.3d 381 (2019) (request for hearing as to debt was not based on articulated legal reason or fact when defendant did not file objection to evidence of debt or submit evidence contesting amount of debt, and request for hearing on debt lacked specificity by failing to indicate basis for objection to debt), with *JPMorgan Chase Bank*, *National Assn.* v. *Malick*, 347 Conn. 155, 171, 178, A.3d (2023) (affirming Appellate Court's conclusion that trial court's application of Practice Book § 23-18 (a) in establishing amount of debt was improper when defendant raised specific objection concerning amount of mortgage debt).

Although on appeal the defendant now argues that the court should have known that its claims of misallocated payments and the inappropriateness of attorney's fees related to the amounts of the debts, it never alerted the court that it was making such an argument. Moreover, the allegations of the special defenses do not clearly challenge the amounts of the debts. In none of the three cases did the special defenses clearly allege a challenge to the amount of debt, nor did the defendant object at the hearings to the court's determinations of the amounts of the debts due, object prior to or at the hearings to the updated affidavits of debt and foreclosure worksheets that had been filed, or alert the court that it was seeking a hearing as to the amounts of the debts. Thus, we cannot conclude that the defendant raised a defense in each case to the amount of the debt sufficient to prohibit the application of Practice Book § 23-18 (a) and the admission of the affidavits of debt thereunder. See *HSBC Bank USA*, *National Assn.* v. *Gilbert*, supra, 200 Conn. App. 354. "If a proper defense as to the amount of the debt is not pursued . . . § 23-18 (a), which authorizes the plaintiff to prove the amount of the debt through affidavit and documentary submissions, is applicable." *Bank of New York Mellon*

v. *Horsey*, 182 Conn. App. 417, 427 n.5, 190 A.3d 105, cert. denied, 330 Conn. 928, 194 A.3d 1195 (2018). Therefore, the court's application of § 23-18 (a) was proper.

The judgments are affirmed.

In this opinion the other judges concurred.

[1] Although the three cases and appeals have not officially been consolidated, we write one opinion for purposes of judicial economy in which we assess the claims made in all three appeals.

[2] In the appeal in Docket No. AC 45426, First Fairlawn Condominium, Inc., also was named as a defendant but is not involved in that appeal. In this opinion, our references to the defendant with respect to all three appeals are to Stephenson Residential Services, LLC.

[3] We note that, in its principal appellate briefs for all three appeals, the defendant did not address the effect of its default status, claim that the defaults had been opened, or argue that the court abused its discretion in denying its motion to open the default in the third case. As Pacific Funding and PS Funding point out in their appellate briefs for the first two appeals, "[a]lthough the defendant frames its appeal[s] primarily as a challenge to the trial court's comments about the validity of the special defenses it filed, this ignores the fact that, procedurally, the trial court entered judgment [in the first two cases] after the defendant was defaulted for failure to plead, with the trial court finding that the defendant was in default status and with the defendant failing to make any oral argument that the default should be opened resulting, in essence, in striking the answer and special defenses from the docket." In its appellate brief for the third appeal, PS Funding further argues that the "court entered judgment after the defendant was defaulted for failure to plead, with the trial court denying the defendant's motion to open the default and, in essence, striking the answer and special defenses from the docket."

In its reply briefs for all three appeals, however, the defendant raises the argument that, pursuant to Practice Book § 17-32 (b), the defaults were opened automatically by its filing answers and special defenses within fifteen days of the date notice of its defaults issued. In making this argument, the defendant relies on the language of subsection (b) of § 17-32 providing that "[a] claim for a hearing in damages or motion for judgment shall not be filed before the expiration of fifteen days from the date of notice of issuance of the default under this subsection." According to the defendant, it never filed motions to open the defaults in the first two cases because it filed its answers and special defenses within the fifteen day period set forth in § 17-32 (b), and the court, nevertheless, should have allowed the special defenses to be considered in all three cases.

The defendant's argument, however, fails for two reasons. First, although the defendant raised this argument before the trial court, which rejected it in all three cases, the defendant never made the argument in its principal appellate briefs for all three appeals. It is well settled that "[a party] cannot use his reply brief to resurrect a claim that he has abandoned by failing to adequately brief it in his principal appellate brief." *Robb* v. *Connecticut Board of Veterinary Medicine*, 204 Conn. App. 595, 613 n.23, 254 A.3d 915, cert. denied, 338 Conn. 911, 259 A.3d 654 (2021). We, therefore, decline to consider the argument. See *Anketell* v. *Kulldorff*, 207 Conn. App. 807, 822, 263 A.3d 972, cert. denied, 340 Conn. 905, 263 A.3d 821 (2021). Second, even if we were to resolve the argument on the merits, it fails in light of this court's holding in *Deutsche Bank National Trust Co.* v. *Bertrand*, supra, 140 Conn. App. 661. Specifically, in that case, this court stated: "[T]o the extent that Practice Book § 17-32 (b) can be read to imply that some amount of time must be permitted after the entry of a default in order to permit a defaulted defendant an opportunity to plead, Practice Book § 17-33 [which allows a court to render judgment at or after the time it renders the default] expressly exempts the judicial authority from complying with Practice Book § 17-32 (b) in foreclosure proceedings and permits the court to render a default and a judgment thereon simultaneously." Id.; see also *U.S. Bank National Assn.* v. *Weinbaum*, 219 Conn. App. 597, 604–606, 609, A.3d (2023) (addressing interplay between Practice Book §§ 17-32 (b) and 17-33 and concluding that fifteen day filing limitation in Practice Book § 17-32 (b) is not controlling in foreclosure proceedings).

[4] We note that, even if the defendant's arguments on appeal could be construed as a challenge to the court's denial of its motion to open the default, the record demonstrates that the court acted within its discretion

in denying that motion. See *U.S. Bank National Assn.* v. *Weinbaum*, 219 Conn. App. 597, 612, A.3d (2023) ("[the] determination of whether to set aside [a] default is within the discretion of the trial court . . . [and] such a determination will not be disturbed unless that discretion has been abused or where injustice will result" (internal quotation marks omitted)). In its motion to open the default, the defendant, in a single sentence, simply requested that the court open the default and acknowledge the answer and special defenses it had purported to file. The defendant did not present the court with any argument or evidence, either in its motion or at the hearing on the motion for a judgment of strict foreclosure, establishing good cause for the court to grant its motion as required under Practice Book § 17-42.

[5] We note that, at the March 23, 2022 hearing, the court stated that, even though it determined that the defendant's answers did not automatically open the defaults, it was still going to read the answers and special defenses and think about how "it would react to the debt and the claims" made by the defendant. It appears, therefore, that the court did take the allegations of the special defenses into consideration when making its determination of the amounts of the debts and did not construe them as a challenge or objection to the amounts of the debts.

[6] We note that, at the March 23, 2022 hearing concerning the two Stamford properties, the defendant's counsel stated that "[t]he defenses relate to [the defendant's] belief that stuff that occurred earlier in the original foreclosures, that were withdrawn, caused the defendant to be unable to refinance and pay [the mortgages] off prior to maturity." The defendant's counsel also described the special defenses at the April 8, 2022 hearing concerning the Easton property, stating that they "dealt with actions of the bank before the maturity of the loan . . . ." The record is devoid of any comments or argument by the defendant even suggesting that the special defenses were challenging the amounts of the debts.