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LYDIA SCHOFIELD *v.* RAFLEY, INC., ET AL.
(AC 45220)

Elgo, Suarez and Seeley, Js.

Syllabus

The plaintiff, S, sought to recover damages from the defendants, R Co., her former employer, and J and K, its principals, for, inter alia, breach of contract and employment discrimination. In early 2014, S met with J and K to discuss her potential employment with R Co. At a subsequent meeting, J and K presented S with a written employment agreement, which S signed. Thereafter, S commenced her employment with R Co. On her first day, she received a copy of R Co.'s employee handbook and signed an acknowledgement confirming the same. In 2016, S filed an employment discrimination complaint against R Co. with the Commission on Human Rights and Opportunities, and, in early 2017, the commission issued a release of jurisdiction over that complaint. In May, 2017, S commenced an action against the defendants (2017 action), alleging, inter alia, breach of contract and employment discrimination on the basis of her gender identity or expression. Approximately one year later, while the 2017 action was pending, R Co. terminated S's employment. Shortly thereafter, S filed another complaint with the commission in which she alleged that her employment had been wrongfully terminated in retaliation for commencing the 2017 action. On November 5, 2018, the commission issued a release of jurisdiction over that complaint. On May 23, 2019, S commenced the present action against the defendants, claiming, inter alia, employment discrimination and breach of contract. Shortly thereafter, a trial was held on the 2017 action, at which S conceded that the employment discrimination count should be dismissed for lack of sufficient evidence and the trial court rejected her claim that she had an oral employment agreement with the defendants that predated the written agreement. The trial court rendered judgment for the defendants on all counts of S's complaint. Thereafter, in the present action, the trial court granted the defendants' motion to dismiss S's employment discrimination claim as untimely. Subsequently, the trial court granted the defendants' motion for summary judgment with respect to the remaining counts of S's complaint, and S appealed to this court. Thereafter, S died, and A, in her capacity as executor of S's estate, was substituted as the party plaintiff. *Held*:

1. The trial court did not err in dismissing the plaintiff's employment discrimination claim as untimely: pursuant to the applicable statute (§ 46a-101 (e)), which requires a plaintiff to commence an action for employment discrimination in the Superior Court no later than ninety days after the date of receipt of the release of jurisdiction from the commission, the present action was untimely because S did not commence it until more than six months after she had received a release of jurisdiction from the commission; moreover, contrary to the plaintiff's claim, the reasonably related exception did not apply because it excuses only a party's failure to exhaust its administrative remedies, and S had exhausted her administrative remedies by obtaining a release of jurisdiction from the commission; furthermore, even assuming that the reasonably related exception did apply, the plaintiff could not prevail because the record was inadequate to review the substantive merits of her claim, as this court was required to examine the complaint filed with the commission in connection with the 2017 action in light of the employment discrimination allegations in the operative complaint, and the record did not include a copy of that complaint nor was it appended to the plaintiff's appellate brief.
2. The trial court properly rendered judgment for R Co. with respect to the plaintiff's breach of contract claim: no genuine issue of material fact existed as to whether R Co. breached an oral employment agreement when it terminated S's employment, the doctrine of collateral estoppel having barred the plaintiff from alleging that such an agreement existed, as that claim had been fully and fairly litigated and expressly rejected in the 2017 action, which involved the same parties as the present action;

moreover, no genuine issue of material fact existed as to whether S was an at-will employee because, with their motion for summary judgment, the defendants submitted copies of R Co.'s employee handbook and the written employment agreement, both of which provided that R Co. adhered to the policy of at-will employment and that it could terminate an employee's employment at any time and for any reason, and, in response, S failed to submit any evidence to demonstrate the existence of a disputed factual issue; accordingly, the plaintiff's claim that R Co. breached its agreement with S by terminating her employment without just cause was untenable.

Argued September 18—officially released November 21, 2023

Procedural History

Action to recover damages for, inter alia, breach of contract, and for other relief, brought to the Superior Court in the judicial district of Hartford, where the court, *Noble, J.*, granted the defendants' motion to dismiss as to the count alleging employment discrimination; thereafter, the court, *Sheridan, J.*, granted the defendants' motion for summary judgment with respect to the remaining counts of the complaint and rendered judgment thereon, from which the plaintiff appealed to this court; subsequently, Andrea Sadler, executor of the estate of Lydia Schofield, was substituted by this court as the party plaintiff. *Affirmed.*

Mathew Olkin, for the appellant (substitute plaintiff).

Peter J. Murphy, with whom, on the brief, was *Christopher E. Engler*, for the appellees (defendants).

Opinion

ELGO, J. This action sounding in breach of contract and employment discrimination follows a prior action commenced in 2017 between the same parties that involved similar claims (2017 action). See *Schofield* v. *Rafley, Inc.*, Superior Court, judicial district of Hartford, Docket No. CV-17-6078256-S (May 14, 2020). The substitute plaintiff, Andrea Sadler, executor of the estate of Lydia Schofield (decedent),[1] now appeals from the judgment of the trial court rendered in favor of the defendants, Rafley, Inc. (Rafley), Joseph Mason, and Karen Mason.[2] On appeal, the plaintiff claims that the court improperly (1) dismissed the decedent's employment discrimination count as untimely and (2) granted the motion for summary judgment in favor of Rafley on the breach of contract count.[3] We affirm the judgment of the trial court.

The record reveals the following facts and procedural history. For approximately two decades, the decedent owned and operated an automobile maintenance and repair shop in Windsor Locks known as Chief Automotive. At all relevant times, Joseph Mason and Karen Mason were principals of Rafley, a Connecticut business that operated automobile maintenance and repair shops in Windsor Locks and Enfield. In early 2014, Joseph Mason and Karen Mason met with the decedent to discuss her potential employment with Rafley due to the pending closure of Chief Automotive. At a subsequent meeting on March 15, 2014, Joseph Mason and Karen Mason presented the decedent with a written employment agreement, which the decedent signed on that date. On March 31, 2014, the decedent began her employment with Rafley and received a copy of Rafley's employee handbook. Both the written employment agreement and the employee handbook stated that the decedent was an at-will employee.

On July 15, 2016, the decedent filed an employment discrimination complaint (2016 complaint) against Rafley with the Commission on Human Rights and Opportunities (commission). On February 14, 2017, the commission issued a release of jurisdiction over that complaint. On May 9, 2017, the decedent commenced the 2017 action against the defendants. In her operative complaint in that action, the decedent alleged, inter alia, employment discrimination on the basis of the decedent's "gender identity or expression" and breach of contract. With respect to the latter, the decedent alleged that the defendants had breached an oral employment agreement entered into by the parties.[4] In response, the defendants filed an answer and several special defenses.[5] In particular, the defendants alleged, as a special defense to the breach of contract count, that, "[o]n or about March 15, 2014, the [decedent] and [Rafley] entered into a written employment agreement that contained all essential terms and conditions of

employment" and that the decedent had "signed this written employment agreement voluntarily and of her own free will." In her reply, the decedent admitted the truth of those allegations.[6] A certificate of closed pleadings was filed on January 8, 2018.

Following the commencement of the 2017 action, the decedent remained in the employ of Rafley for more than one year. On March 22, 2018, Rafley suspended the decedent "for having accidentally damaged a vehicle she had been working on." Rafley thereafter terminated the decedent's employment on May 14, 2018, after she allegedly "forgot to fully tighten the lug nuts on [a wheel] of the vehicle she was working on." In response, the decedent filed another complaint with the commission on May 27, 2018 (2018 complaint), in which she alleged that her employment had been wrongfully terminated in retaliation for bringing the 2017 action. On November 5, 2018, the commission issued a release of jurisdiction over the 2018 complaint.

On November 20, 2018, the decedent requested leave from the court in the 2017 action to file an amended complaint for the purpose of adding "an additional count" of employment discrimination based on the defendants' purported retaliatory discharge of the decedent due to the filing of the 2017 action, arguing that such a claim was "reasonably related to the allegations of the operative complaint . . . ." The defendants filed an objection to that request, in which they argued that it was untimely and prejudicial, as the discovery period had closed and a motion for summary judgment currently was pending before the court. By order dated December 20, 2018, the court sustained that objection, thereby denying the decedent's request to amend her complaint.[7] The decedent elected not to challenge the propriety of that determination by way of appeal.

A trial on the 2017 action was held over the course of six days in the summer of 2019. As the court noted in its memorandum of decision, "at the time of final argument on the briefs . . . the [decedent] conceded that [the employment discrimination count] should be dismissed for lack of sufficient evidence." With respect to the breach of contract count, the court concluded that, "based on all the admissible evidence presented at trial, the court rejects the [decedent's] claim that she had an oral agreement with the defendants that predated the written agreement of March 15, 2014." The court, therefore, rendered judgment in favor of the defendants on all counts of the decedent's complaint. The decedent did not appeal from that judgment.

On May 23, 2019, while the 2017 action was pending, the decedent commenced the present action against the same three defendants. In her operative complaint, the decedent alleged, inter alia, breach of contract on the part of Rafley and employment discrimination against all defendants.[8] In response, the defendants filed

a motion to dismiss the employment discrimination count as untimely. By memorandum of decision dated October 6, 2020, the court granted that motion. The defendants then filed an answer and special defenses to the operative complaint, in which they alleged that the doctrine of collateral estoppel barred the decedent's breach of contract claim.

On May 21, 2021, the defendants filed a motion for summary judgment that was accompanied by a memorandum of law and several exhibits, including copies of the written employment agreement, Rafley's employee handbook, the decedent's signed acknowledgement of her receipt of that handbook, and the court's May 14, 2020 memorandum of decision in the 2017 action. Although the decedent filed an objection to the motion for summary judgment, she did not submit an affidavit or any documentary evidence. The court heard argument from the parties on September 20, 2021, and thereafter issued a memorandum of decision in which it concluded that no genuine issue of material fact existed with respect to any of the remaining claims. The court thus rendered judgment in favor of the defendants, and this appeal followed.

I

The plaintiff first claims that the court improperly dismissed the employment discrimination count of the complaint as untimely. We disagree.

Whether a party's claim is barred by a statute of limitations is a question of law over which our review is plenary. See *Certain Underwriters at Lloyd's, London* v. *Cooperman*, 289 Conn. 383, 407–408, 957 A.2d 836 (2008); *Sean O'Kane A.I.A. Architect, P.C.* v. *Puljic*, 148 Conn. App. 728, 734, 87 A.3d 1124 (2014). The motion to dismiss in the present case was predicated on the decedent's failure to comply with the mandate of General Statutes § 46a-101 (e), which requires any person who has obtained a release of jurisdiction from the commission to commence an action in the Superior Court "not later than ninety days after the date of the receipt of the release from the commission." As this court recently observed, § 46a-101 (e) "is a mandatory time limitation" with which a plaintiff must comply. *Sokolovsky* v. *Mulholland*, 213 Conn. App. 128, 146, 277 A.3d 138 (2022).

It is undisputed that the decedent commenced the present action on May 23, 2019, more than six months after she received a release of jurisdiction over the 2018 complaint from the commission. The present action, therefore, is untimely under § 46a-101 (e). The plaintiff does not suggest otherwise in this appeal.

Instead, the plaintiff argues that the "reasonably related" exception applies under the facts of the present case, arguing that her claim of retaliatory termination was reasonably related to the substance of the 2016

complaint. Her contention reflects a fundamental misunderstanding of that exception.

As our Supreme Court has explained, General Statutes § 46a-100 "creates a cause of action in the Superior Court" for claims alleging a discriminatory employment practice. *Lyon* v. *Jones*, 291 Conn. 384, 400, 968 A.2d 416 (2009). Pursuant to § 46a-101 (a), "[n]o action may be brought in accordance with [§] 46a-100 unless the complainant has received a release from the commission in accordance with the provisions of this section." Accordingly, parties alleging a discriminatory employment practice are statutorily obligated to exhaust their administrative remedies before the commission and secure a release therefrom as a prerequisite to the commencement of an action in the Superior Court.

The reasonably related doctrine invoked by the plaintiff is an exception to the exhaustion requirement. See *Williams* v. *New York City Housing Authority*, 458 F.3d 67, 70 (2d Cir. 2006); *Ware* v. *State*, 118 Conn. App. 65, 83, 983 A.2d 853 (2009). When applicable, it excuses a party's failure to exhaust its administrative remedies. As the United States Court of Appeals for the Second Circuit has observed, "[e]xhaustion is an essential element of [the employment discrimination] statutory scheme. . . . The reasonably related doctrine is a limited, judge-made exception to that requirement . . . ."[9] (Citation omitted; internal quotation marks omitted.) *Duplan* v. *New York*, 888 F.3d 612, 624 (2d Cir. 2018); see also *Deravin* v. *Kerik*, 335 F.3d 195, 201 (2d Cir. 2003) (holding that reasonably related doctrine operates as "exception to the exhaustion requirement"). The reasonably related exception is rooted in the recognition that "in certain circumstances it may be unfair, inefficient, or contrary to the purposes of the statute to require a party to separately re-exhaust new violations that are 'reasonably related' to the initial claim." *Duplan* v. *New York*, supra, 622; see also id., 624 ("it would be burdensome and wasteful to require a plaintiff to file a new [employment discrimination complaint] instead of simply permitting [the plaintiff] to assert that related claim in ongoing proceedings"). In Connecticut, the reasonably related exception operates to excuse a party's failure to obtain a release of jurisdiction from the commission. See *Ware* v. *State*, supra, 82–83. Put differently, it salvages an employment discrimination claim that was not presented to the commission in accordance with General Statutes §§ 46a-82, 46a-100 and 46a-101.

That scenario is not present here. Following the termination of the decedent's employment on May 14, 2018, the decedent did, in fact, file a timely complaint with the commission. Moreover, she obtained a release of jurisdiction from the commission regarding that complaint on November 5, 2018. Because the decedent properly exhausted her administrative remedies before the

commission, the reasonably related exception to the exhaustion requirement has no application in the present case.

As the trial court emphasized in its memorandum of decision, "[n]o principled reason is advanced when a plaintiff has timely availed herself of an administrative remedy, arrived at the terminus of administrative action with receipt of the release of jurisdiction, but . . . by subsequent inaction, failed to timely commence an action within the ninety day mandate of § 46a-101 (e). A timely suit would not have likely otherwise been barred. The 'reasonably related' . . . exception serves principles of fairness, equity and economy so as not to bar a claim before action may be taken to preserve it. These principles are not advanced in the present case where the claimant filed an administrative claim and could have timely filed a new action." We concur with that observation. We further note that the plaintiff has provided this court with no authority from any jurisdiction in which the reasonably related exception to the exhaustion requirement has been deemed applicable to a claim that the party did, in fact, properly exhaust before the administrative agency.

Even if we were to conclude otherwise, the plaintiff still could not prevail. As this court has explained, resolution of a claim involving the reasonably related exception rests largely "on our interpretation of the plaintiff's pleadings . . . ." *Ware* v. *State*, supra, 118 Conn. App. 83. Significantly, "[t]he central question is whether *the complaint filed with the commission* gave that agency adequate notice to investigate discrimination claimed in the present action." (Emphasis added.) Id., 85. Accordingly, when a party invokes the reasonably related exception, the court must carefully examine the initial complaint that was filed with the commission to determine whether the exception applies. As applied to the present case, that inquiry requires this court to examine the 2016 complaint that the decedent filed with the commission in light of the allegations contained in the employment discrimination count of the operative complaint. The record before us, however, does not contain a copy of the 2016 complaint, nor has the plaintiff appended a copy to her appellate brief. The record thus is inadequate to review the substantive merits of the plaintiff's claim. See Practice Book § 61-10 (a) ("[i]t is the responsibility of the appellant to provide an adequate record for review"); *Brown & Brown, Inc.* v. *Blumenthal*, 288 Conn. 646, 656 n.6, 954 A.2d 816 (2008) (appellant must ensure that record is perfected for presentation of appeal). Because the plaintiff has not presented this court with an adequate record on which to review the merits of her reasonably related claim, she cannot prevail.[10]

II

The plaintiff also contends that the court improperly

rendered judgment in favor of Rafley on the breach of contract count. She claims that a genuine issue of material fact exists as to whether Rafley breached an oral employment agreement by terminating the decedent's employment without just cause. We do not agree.

"Practice Book § 17-49 provides that summary judgment shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party. . . . [T]he moving party . . . has the burden of showing the absence of any genuine issue as to all the material facts . . . . When documents submitted in support of a motion for summary judgment fail to establish that there is no genuine issue of material fact, the nonmoving party has no obligation to submit documents establishing the existence of such an issue. . . . Once the moving party has met its burden, however, the [nonmoving] party must present evidence that demonstrates the existence of some disputed factual issue. . . . Our review of the trial court's decision to grant the defendant's motion for summary judgment is plenary." (Citations omitted; internal quotation marks omitted.) *Lucenti* v. *Laviero*, 327 Conn. 764, 772–73, 176 A.3d 1 (2018).

On appeal, the plaintiff claims that a genuine issue of material fact exists as to whether Rafley breached an oral employment agreement by terminating the decedent's employment without cause. The operative complaint in the present case, like the operative complaint in the 2017 action; see footnote 4 of this opinion; alleges that, "[o]n or about February 24, 2014, [Joseph Mason], as agent for [Rafley], verbally offered to employ the [decedent]" and that, "[o]n March 12, 2014, the [decedent] communicated her acceptance of such terms to [Karen Mason]."

In granting the defendants' motion for summary judgment, the court concluded that the decedent was collaterally estopped from asserting that an oral employment agreement existed between the decedent and Rafley. The applicability of the doctrine of collateral estoppel presents a question of law, over which our review is plenary. *Testa* v. *Geressy*, 286 Conn. 291, 306, 943 A.2d 1075 (2008). That doctrine "expresses the fundamental principle that once a matter has been fully and fairly litigated, and finally decided, it comes to rest." (Internal quotation marks omitted.) *Megin* v. *New Milford*, 125 Conn. App. 35, 38, 6 A.3d 1176 (2010). "[C]ollateral estoppel precludes a party from relitigating issues and facts actually and necessarily determined in an earlier proceeding between the same parties or those in privity with them upon a different claim. . . . An issue is actually litigated if it is properly raised in the pleadings

or otherwise, submitted for determination, and in fact determined. . . . To assert successfully the doctrine of issue preclusion, therefore, a party must establish that the issue sought to be foreclosed actually was litigated and determined in the prior action between the parties or their privies, and that the determination was essential to the decision in the prior case." (Internal quotation marks omitted.) *Rocco* v. *Garrison*, 268 Conn. 541, 555, 848 A.2d 352 (2004).

Those requirements are met in the present case. The parties to the 2017 action and the present one are identical, and the judgment in the 2017 action was rendered on the merits by a judge of the Superior Court. The same issue that was asserted as part of the breach of contract count in the 2017 action—that the decedent and Rafley entered into an oral employment agreement on March 12, 2014—was asserted in the breach of contract count of the operative complaint here. That issue was fully and fairly litigated in the 2017 action, as a trial on that action was held over the course of six days and the decedent thereafter filed a posttrial brief, in which she further elaborated on her claim that "the parties entered into an enforceable oral agreement" on March 12, 2014. Moreover, in the breach of contract section of the "Conclusions of Law" portion of its memorandum of decision, the court expressly rejected the decedent's "claim that she had an oral agreement with [Rafley] that predated the written agreement of March 15, 2014." That determination plainly was essential to the court's decision in favor of Rafley on the breach of contract claim in the 2017 action. For those reasons, the court in the present case properly determined that the doctrine of collateral estoppel barred the decedent's allegation that an oral employment agreement existed between the decedent and Rafley.

The remaining question is whether any genuine issue of material fact exists as to whether the decedent was an at-will employee. In support of their motion for summary judgment, the defendants submitted a copy of the written employment agreement between the parties. That agreement includes a section titled "EMPLOYMENT-AT-WILL STATEMENT," which provides in relevant part: "[W]e are AN **'AT WILL'** EMPLOYER. THIS MEANS THAT the right of the employee or us to terminate the employment relationship **'at will'** is recognized and affirmed as a condition of employment. **'At will'** means that an employee's employment can be terminated at any time AND FOR ANY REASON, *WITH OR WITHOUT CAUSE* AND with or without notice. . . . This does not represent a departure from a long-standing company policy and is INTENDED TO REAFFIRM THAT WE ARE AN **'AT WILL'** EMPLOYER." (Emphasis in original.) The decedent signed that written employment agreement on March 15, 2014. In her reply to the special defenses raised by the defendants in the 2017 action, the decedent admitted both that, "[o]n or about

March 15, 2014, the [decedent] and [Rafley] entered into a written employment agreement that contained all essential terms and conditions of employment" and that she "signed this written employment agreement voluntarily and of her own free will."[11]

The defendants also submitted a copy of Rafley's employee handbook. Section II of that handbook includes a section titled "At-Will Employment." It provides: "[Rafley] adheres to the policy of **employment-at-will**, which enables either the employee or the employer to terminate the employment relationship at any time, with or without cause and with or without notice. The policy of employment-at-will may only be modified by a formal, written contract, signed by both the employee and [Joseph Mason] or Karen Mason evidencing [Rafley's] intent to enter into a contract of employment." (Emphasis in original.) Also accompanying the defendants' motion for summary judgment was a copy of the decedent's signed acknowledgement that she received a copy of Rafley's employee handbook on March 31, 2014, her first day of employment.

In light of that documentary evidence proffered by the defendants, it was incumbent on the decedent to submit some evidence to demonstrate the existence of a disputed factual issue. See *Lucenti* v. *Laviero*, supra, 327 Conn. 773. That she failed to do. Accordingly, the court properly determined that no genuine issue of material fact existed as to whether the decedent was an at-will employee of Rafley.

Under Connecticut law, "[e]mployment at will grants both parties the right to terminate the relationship for any reason, or no reason, at any time without fear of legal liability." (Internal quotation marks omitted.) *Dunn* v. *Northeast Helicopters Flight Services, LLC*, 346 Conn. 360, 370, 290 A.3d 780 (2023); see also *Stewart* v. *Cendant Mobility Services Corp.*, 267 Conn. 96, 111, 837 A.2d 736 (2003) ("the plaintiff acknowledged that she was an at-will employee and, therefore, subject to discharge at any time"). Because there is no genuine issue of material fact that the decedent was an at-will employee, the plaintiff's claim that Rafley "breached its agreement with the [decedent] by terminating [her employment] without just cause" is untenable. We therefore conclude that the court properly rendered judgment in favor of Rafley on the breach of contract count.

The judgment is affirmed.

In this opinion the other judges concurred.

[1] Lydia Schofield commenced this civil action in 2019. While this appeal was pending, Schofield died, and this court subsequently granted the motion to substitute the executor of her estate as the plaintiff. Accordingly, all references to the plaintiff in this opinion are to Sadler in her capacity as executor of the decedent's estate.

[2] For clarity, we refer to Rafley, Joseph Mason, and Karen Mason collectively as the defendants and individually by name.

[3] In their appellate brief, the defendants also contend that the decedent's

death renders this appeal moot, as she no longer is available to provide testimony with respect to the claims raised in the complaint. We do not agree. As this court previously has observed, "[t]o declare this appeal moot would be to disallow the substitute plaintiffs to litigate their claims fully. Because substitute plaintiffs may be offered practical relief as a result of this appeal, their claims are not moot." *Stanley's Appeal from Probate*, 80 Conn. App. 264, 268, 834 A.2d 773 (2003); see also *Herman* v. *Endriss*, 187 Conn. 374, 376–77, 446 A.2d 9 (1982) (plaintiff's claim for damages was not moot despite death of critical witness because allegations of complaint were "sufficient to state a cause of action for damages"). While the defendants may be correct that the decedent's death makes it more difficult for the plaintiff "to prevail on either claim" at trial, it nonetheless remains that this court can grant the plaintiff practical relief by providing her the opportunity to prove the allegations contained in the operative complaint.

[4] In paragraph 9 of that complaint, the decedent alleged that, "[o]n or about February 24, 2014, [Joseph Mason], as agent for [Rafley], made a verbal offer of employment to the [decedent]." In paragraph 11 of that complaint, the decedent alleged that, "[o]n March 12, 2014, the [decedent] communicated [her] acceptance of such terms to [Karen Mason]."

[5] The defendants also asserted three counterclaims against the decedent, which are not germane to this appeal and on which they did not prevail.

[6] "[T]he admission of the truth of an allegation in a pleading is a judicial admission conclusive on the pleader. . . . A judicial admission dispenses with the production of evidence by the opposing party as to the fact admitted, and is conclusive upon the party making it. . . . It is axiomatic that the parties are bound by their pleadings." (Citations omitted; internal quotation marks omitted.) *Rudder* v. *Mamanasco Lake Park Assn., Inc.*, 93 Conn. App. 759, 769, 890 A.2d 645 (2006); see also *DelVecchio* v. *DelVecchio*, 146 Conn. 188, 191, 148 A.2d 554 (1959) ("[t]he plaintiff's admissions, in her reply, of the allegations of the special defense were judicial admissions and conclusive upon her").

[7] At the time that the court denied the request to file an amended complaint, forty-six days remained in which the decedent could file a timely action pursuant to General Statutes § 46a-101 (e) following the commission's November 5, 2018 release of jurisdiction over her retaliatory termination claim.

[8] The operative complaint also contained counts alleging a breach of the covenant of good faith and fair dealing and an attempt to pierce the corporate veil. The court granted the defendants' motion for summary judgment on those counts and rendered judgment against the decedent, concluding that no genuine issue of material fact existed. In this appeal, the plaintiff does not challenge the propriety of that determination.

[9] In *Mount* v. *Johnson*, 664 Fed. Appx. 11, 11 (D.C. Cir. 2016), the United States Court of Appeals for the District of Columbia Circuit questioned whether the reasonably related exception was "displaced by the [United States] Supreme Court's decision in *National Railroad Passenger Corp.* v. *Morgan*, 536 U.S. 101, 122 S. Ct. 2061, 153 L. Ed. 2d 106 (2002) . . . ." See also *Achoe* v. *Clayton*, Docket No. 17-CV-02231 (CRC), 2018 WL 4374926, *4 n.4 (D. D.C. September 13, 2018) ("[i]t is an open question whether [the reasonably related] exception still exists following the Supreme Court's decision in *National Railroad Passenger Corp.*"); *McElroy* v. *State*, 703 N.W.2d 385, 391 n.2 (Iowa 2005) (opining that *National Railroad Passenger Corp.* may "render the 'reasonably related' exception obsolete"); cf. *Annett* v. *University of Kansas*, 371 F.3d 1233, 1238 (10th Cir. 2004) (noting that United States Court of Appeals for Tenth Circuit has abandoned reasonably related exception in light of *National Railroad Passenger Corp.*). The continued vitality of the reasonably related exception in this jurisdiction is a question we need not address in the present appeal.

[10] We are mindful that, subsequent to the granting of the motion to dismiss the employment discrimination count, this court, in *Sokolovsky* v. *Mulholland*, supra, 213 Conn. App. 146, concluded that "the time limitation in § 46a-101 (e) is mandatory and not jurisdictional" and, thus, is "subject to waiver and equitable tolling." At the same time, this court has held that, "[a]lthough the defendant raised the time limitation defense in a motion to dismiss, we discern no appropriate basis under the circumstances of this case to upset the court's judgment of dismissal. The plaintiff did not properly raise or preserve a waiver, consent, or equitable tolling claim below or on appeal that would warrant reversal of the court's dismissal. We therefore affirm the court's judgment dismissing the plaintiff's complaint." *Westry* v. *Litchfield Visitation Center*, 216 Conn. App. 869, 882 n.7, 287 A.3d 188 (2022); see

also *Mosby* v. *Board of Education*, 187 Conn. App. 771, 775 n.5, 203 A.3d 694 ("[b]ecause the plaintiff presents no argument as to whether the time limit of § 46a-101 (e) is either mandatory or jurisdictional and presents no claim of waiver, consent, or equitable tolling . . . the court properly dismissed . . . the [plaintiff's] claim regardless of whether the time limit is jurisdictional" (internal quotation marks omitted)), cert. denied, 331 Conn. 917, 204 A.3d 1160 (2019). That logic applies equally here, as the plaintiff concedes that she has not asserted a defense of waiver, consent, or equitable tolling and submits that *Sokolovsky* is "irrelevant" to the claim advanced in this appeal.

[11] It is well established that an appellate court may "take judicial notice of the court files in another suit between the parties, especially when the relevance of that litigation was expressly made an issue at this trial." *McCarthy* v. *Warden*, 213 Conn. 289, 293, 567 A.2d 1187 (1989), cert. denied, 496 U.S. 939, 110 S. Ct. 3220, 110 L. Ed. 2d 667 (1990).