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CHERYL L. GRAHAM *v.* WILLIAM GRAHAM
(AC 45657)

Moll, Cradle and Suarez, Js.

Syllabus

The defendant, whose marriage to the plaintiff previously had been dissolved, appealed to this court from certain postjudgment orders of the trial court finding him in contempt for his wilful violations of a court order and awarding attorney's fees to the plaintiff, and the plaintiff cross appealed from the trial court's dismissal of the offer of compromise that she filed to resolve her claim that the defendant had violated the trial court's postjudgment order relating to his alimony and child support obligation. Under the parties' separation agreement, which was incorporated into the trial court's judgment of dissolution, the defendant was required to pay the plaintiff unallocated alimony and child support until the earliest of nine years, the death of either party, or the remarriage of the plaintiff. He also was required to pay 60 percent of the uninsured or unreimbursed medical expenses of the parties' children. Approximately eight years after the marriage was dissolved, the defendant filed a motion to modify the dissolution judgment, seeking to terminate or reduce his support obligation on the ground that the plaintiff was cohabitating with another individual, to whom she was engaged to be married, and was financially benefitting from that cohabitation. In July, 2019, the parties entered into a stipulation, which was approved by and made an order of the trial court. It provided that the defendant's obligation to pay unallocated alimony and child support terminated immediately, "subject to" him making lump sum payments in 2019 and 2020 to satisfy his outstanding alimony and child support obligations for the years 2018 and 2019. The stipulation also required the defendant to pay 100 percent of the children's future, unreimbursed medical expenses. In February, 2020, the plaintiff filed a motion for contempt, alleging that the defendant had wilfully violated the stipulation by failing to make the first payment related to his 2019 alimony and child support obligation and by informing her that he did not intend to make the second payment. The defendant claimed that he was not required to make these payments because the termination of his alimony obligation was contingent upon the payment of the lump sums set forth in the stipulation, and, because he had not yet made those payments, the provision of the parties' separation agreement that provided for the termination of his alimony obligation upon the plaintiff's remarriage, which occurred in November, 2019, was still in effect. In May, 2020, the plaintiff filed a second motion for contempt, alleging that the defendant had failed to pay 100 percent of their children's medical expenses, as required by the stipulation, because he refused to reimburse her for a $5000 concierge fee charged by a physician, G, who was treating the parties' eldest child. Thereafter, the plaintiff filed an offer of compromise, offering to resolve her claim against the defendant for his violation of the provision of the stipulation requiring him to make payments to satisfy his 2019 alimony and child support obligation. In May, 2022, the trial court granted the plaintiff's motions for contempt and dismissed the plaintiff's offer of compromise, and the defendant appealed and the plaintiff cross appealed to this court. Thereafter, the plaintiff filed a motion for attorney's fees, which the trial court granted. Subsequently, the defendant amended his appeal to include a challenge to that award of attorney's fees. *Held*:

1. The trial court's determination that the defendant was in contempt for wilfully violating the stipulation was not improper:

a. The trial court's finding of contempt with respect to the defendant's refusal to make the lump sum payments to the plaintiff to satisfy his 2019 alimony and child support obligation was not improper: contrary to the defendant's claim, the trial court did not err in determining that the stipulation modified the separation agreement by unconditionally terminating the defendant's alimony and child support obligation and substituting a lump sum obligation to the plaintiff that was payable over time; moreover, although the language of the stipulation relating to the

termination of the defendant's obligation to pay alimony and child support could have been construed as ambiguous, the circumstances surrounding its execution rendered its meaning clear and unambiguous because, when the stipulation was presented to the court for its approval, both parties agreed that the obligation terminated immediately with the execution of the stipulation; furthermore, the defendant's claim was undermined by the purpose of the payments, namely, to satisfy obligations that had already accrued, which was unambiguously set forth in the stipulation; accordingly, the lump sum payments were not subject to termination on the basis of the plaintiff's remarriage, and the defendant wilfully failed to comply with the stipulation when he refused to make them.

b. The trial court did not abuse its discretion in granting the motion for contempt with respect to the defendant's failure to pay 100 percent of the medical expenses of the parties' children: at the contempt hearing, the defendant acknowledged that he was obligated to pay for all of his children's unreimbursed medical expenses, and, although he claimed that the concierge fee was an access fee and not a medical expense, G clearly stated in an email to the plaintiff that the fee was based on the cost of the medical treatment that was provided and not paid for by insurance, and that email had been forwarded to the defendant; accordingly, by refusing to pay the fee, the defendant wilfully violated his obligation to pay 100 percent of the medical expenses of the parties' children.

2. This court declined to review the defendant's claim that the trial court's award of attorney's fees to the plaintiff was improper: the defendant's argument that the plaintiff's postjudgment motion for attorney's fees was barred by res judicata and collateral estoppel was not properly preserved, as he raised it for the first time on appeal; moreover, the defendant's argument was inadequately briefed, as he failed to provide any legal analysis pertaining to the applicability of the doctrines of res judicata and collateral estoppel to the plaintiff's claim.

3. Although the trial court properly declined to award the plaintiff offer of compromise interest on the ground that the applicable statute (§ 52-192a) did not apply to marital dissolution cases, the form of judgment dismissing the offer of compromise was improper: this court was not persuaded by the plaintiff's argument that her contempt claim arising out of the postjudgment marital dissolution action constituted a civil action based on contract under § 52-192a because such an interpretation would allow offers of compromise to be filed as to motions and proceedings instead of as to actions, and the plain language of the statute did not support the plaintiff's argument; moreover, the trial court erroneously dismissed the plaintiff's offer because it did not conclude that it lacked jurisdiction to hear and decide the plaintiff's request; accordingly, this court remanded the case with direction to strike the plaintiff's offer of compromise.

Argued September 11—officially released November 28, 2023

Procedural History

Action for the dissolution of a marriage, and for other relief, brought to the Superior Court in the judicial district of Stamford-Norwalk, where the court, *Solomon, J.*, rendered judgment dissolving the marriage and granting certain other relief in accordance with the parties' separation agreement; thereafter, the court, *M. Moore, J.*, issued an order approving the parties' stipulation modifying the dissolution judgment; subsequently, the court, *Hon. Michael E. Shay*, judge trial referee, granted two motions for contempt and dismissed an offer of compromise filed by the plaintiff, from which the defendant appealed and the plaintiff cross appealed to this court; thereafter, the court, *Hon. Michael E. Shay*, judge trial referee, granted the plaintiff's motion for additional attorney's fees, and the defendant amended his appeal. *Improper form of judgment; reversed in part; judgment directed.*

David F. Sherwood, for the appellant-cross appellee (defendant).

Andrew P. Nemiroff, for the appellee-cross appellant (plaintiff).

Opinion

CRADLE, J. In this postjudgment marital dissolution matter, the defendant, William Graham, appeals, and the plaintiff, Cheryl L. Graham, cross appeals, from the judgment of the trial court rendered with respect to two postjudgment motions for contempt filed by the plaintiff. The defendant claims that the court improperly found him in contempt for wilfully violating postjudgment orders pertaining to his obligations to pay alimony to the plaintiff and the medical expenses of the parties' children. The defendant also challenges the court's award of attorney's fees to the plaintiff. The plaintiff claims that the court erred in dismissing an offer of compromise that she filed to resolve her claim that the defendant violated the court's postjudgment order relating to his alimony obligation. We conclude that the court properly declined to award interest pursuant to the plaintiff's offer of compromise, but the form of the judgment with respect thereto is improper and we remand the case with direction to strike the plaintiff's offer of compromise.[1] We affirm the judgment of the trial court in all other respects.

The following facts and procedural history are relevant to the claims on appeal. The parties' marriage was dissolved on April 7, 2011. At the time of judgment, the parties had two minor children. The parties entered into a separation agreement that was incorporated into the judgment of the court and provided, inter alia, that the defendant would pay to the plaintiff a certain sum of unallocated alimony and child support[2] for a nonmodifiable period of nine years, or until the death of either party or the remarriage of the plaintiff. Pursuant to the formula set forth in the separation agreement, the maximum amount the defendant would be obligated to pay to the plaintiff each year was $504,000. The separation agreement also specified that the provisions of General Statutes § 46b-86 (b) would apply to the defendant's alimony obligation.[3]

The separation agreement also obligated the defendant to pay 60 percent of the uninsured or unreimbursed reasonably necessary medical, optical, surgical, hospital, dental and orthodontic expenses of the parties' children, including the cost of prescription drugs, and 100 percent of "mutually agreed upon psychiatric or psychological services . . . ."

On April 25, 2019, the defendant filed a motion to modify the dissolution judgment, seeking the immediate termination, suspension or reduction of his periodic support obligation, on the ground that the plaintiff was cohabitating with another individual, was benefiting financially from that cohabitation, and was engaged to be married to that same individual. On July 22, 2019, the parties entered into a stipulation that was approved by and made an order of the court. The stipulation

modified the dissolution judgment in relevant part[4] as follows: "The defendant's obligation to pay unallocated alimony and child support, pursuant to the parties' separation agreement, dated April 7, 2011, shall terminate immediately, subject to him making the following payments: (a) $217,000 within two weeks of this stipulation as payment in full for his 2018 unallocated alimony and child support obligation; and (b) $504,000 payable as follows (in two parts) in full satisfaction of his 2019 unallocated alimony and child support obligation: (i) $300,000 payable on or before January 31, 2020; and (ii) $204,000 payable on or before April 30, 2020." The stipulation also modified the separation agreement by obligating the defendant to pay 100 percent of the children's unreimbursed medical expenses going forward. The stipulation further stated: "Except as provided herein, the parties' separation agreement and parenting plan remain in full force and effect to the extent there are remaining obligations thereunder."

On February 20, 2020, the plaintiff filed a motion for contempt, alleging that the defendant wilfully violated the terms of the July 22, 2019 stipulation. The plaintiff alleged that, although the defendant paid the $217,000 to satisfy the 2018 alimony and child support obligation within two weeks of the July 22, 2019 stipulation, the defendant's attorney had informed her attorney, by letter dated January 29, 2020, that the defendant would not be making the two payments that were due on January 31 and April 30, 2020, because his alimony obligation had terminated upon the plaintiff's remarriage pursuant to the separation agreement. The defendant did not make either of those payments, which totaled $504,000, to satisfy his 2019 alimony and child support obligation.

On May 8, 2020, the plaintiff filed another motion for contempt, alleging that the defendant failed to pay 100 percent of their daughters' medical expenses, as required under the July 22, 2019 stipulation, in that he refused to reimburse her for a $5000 concierge fee charged by a physician, Sarah Gamble, who was treating the parties' older daughter.

On August 24, 2020, the plaintiff filed an offer of compromise, pursuant to General Statutes § 52-192a[5] and Practice Book § 17-14,[6] offering to resolve her claim against the defendant for his alleged violation of the provision of the July 22, 2019 stipulation that required the defendant to make two payments to her in the total amount of $504,000 to satisfy his 2019 alimony and child support obligation.[7]

On May 24, 2022, the court held a hearing on the plaintiff's motions, at which both the plaintiff and the defendant testified and introduced into evidence numerous documents. The court filed a memorandum of decision dated June 29, 2022, in which it granted the plaintiff's motions for contempt. The court found that

the defendant wilfully failed to make the two lump sum payments set forth in the July 22, 2019 stipulation. In so doing, the court set forth the following findings: "That as of January 31, 2020, there was legally due and owing to the [plaintiff] the sum of $300,000; that as of that date, the [defendant] wrongfully detained said sum; that as of April 30, 2020, there was legally owing to the [plaintiff] the sum of $204,000; that as of that date, the [defendant] wrongfully detained said sum; that said sums remain due and owing as of the date hereof; and that, under all [of] the circumstances, the court finds it fair and equitable to award the [plaintiff] simple interest on each of said sums [pursuant to General Statutes § 37-3a][8] at the rate of 5 percent per annum from and including the date of wrongful detention to and including the date of payment in full." (Footnote added.) The court also found that the defendant wilfully violated the order requiring him to pay 100 percent of the unreimbursed medical expenses for the parties' daughters when he failed to pay the $5000 concierge fee charged by Dr. Gamble. The court ordered the defendant to pay those amounts within thirty days and awarded attorney's fees to the plaintiff in the amount of $22,590.50. The court dismissed the plaintiff's offer of compromise. This appeal and this cross appeal followed.

On July 19, 2022, the plaintiff filed a motion for additional attorney's fees for the time period from May 19, 2022, just before the hearing on the plaintiff's motions, through the filing of posthearing briefs on June 7, 2022, in the amount of $12,812.50.[9]

On November 1, 2022, the court held a hearing on, inter alia, the plaintiff's motions for attorney's fees, at which both parties testified. By way of a memorandum of decision filed November 16, 2022, the court granted both motions, ordering the defendant to pay to the plaintiff's counsel the sum of $12,812.50 for attorney's fees for the period from May 19 through June 7, 2022. The defendant thereafter amended his appeal to challenge this award of additional attorney's fees. Additional facts and procedural history will be set forth as necessary.

I

The defendant first claims that the court improperly found him in contempt for wilfully violating the July 22, 2019 stipulation by refusing to make the lump sum payments in satisfaction of his 2019 alimony and child support obligations and failing to pay 100 percent of the medical expenses of the parties' children. We disagree.

The following legal principles are applicable to the defendant's challenges to the court's judgment of contempt. "Contempt is a disobedience to the rules and orders of a court which has power to punish for such an offense. . . . A contempt judgment cannot stand when, inter alia, the order a contemnor is held to have

violated is vague and indefinite, or when the contemnor, through no fault of his own, was unable to obey the court's order. . . .

"First, we must resolve the threshold question of whether the underlying order constituted a court order that was sufficiently clear and unambiguous so as to support a judgment of contempt. . . . This is a legal inquiry subject to de novo review. . . . Second, if we conclude that the underlying court order was sufficiently clear and unambiguous, we must then determine whether the trial court abused its discretion in issuing, or refusing to issue, a judgment of contempt, which includes a review of the trial court's determination of whether the violation was wilful or excused by a good faith dispute or misunderstanding. . . . A finding of contempt is a question of fact, and our standard of review is to determine whether the court abused its discretion in [finding] that the actions or inactions of the [party] were in contempt of a court order. . . . In domestic relations cases, [a] judgment rendered in accordance with . . . a stipulation of the parties is to be regarded and construed as a contract. . . . Accordingly, our resolution of the plaintiff's claim is guided by the general principles governing the construction of contracts. . . .

"When construing a contract, we seek to determine the intent of the parties from the language used interpreted *in the light of the situation of the parties and the circumstances connected with the transaction*. . . . [T]he intent of the parties is to be ascertained by a fair and reasonable construction of the written words and . . . the language used must be accorded its common, natural, and ordinary meaning and usage where it can be sensibly applied to the subject matter of the contract. . . . When only one interpretation of a contract is possible, the court need not look outside the four corners of the contract. . . . When the language of a contract is ambiguous, the determination of the parties' intent is a question of fact. . . . When the language is clear and unambiguous, however, the contract must be given effect according to its terms, and the determination of the parties' intent is a question of law." (Citations omitted; emphasis in original; internal quotation marks omitted.) *Magsig* v. *Magsig*, 183 Conn. App. 182, 190–91, 191 A.3d 1053 (2018).

"It is the burden of the party seeking an order of contempt to prove, by clear and convincing evidence, both a clear and unambiguous directive to the alleged contemnor and the alleged contemnor's wilful noncompliance with that directive. . . . If the moving party establishes this twofold prima facie case, the burden of production shifts to the alleged contemnor to provide evidence in support of the defense of an inability to comply with the court order." (Citations omitted.) *Puff* v. *Puff*, 334 Conn. 341, 365, 222 A.3d 493 (2020). With

these principles in mind, we turn to the defendant's challenges to the trial court's judgment of contempt.

A

The defendant claims that the court improperly found him in contempt for wilfully violating the July 22, 2019 stipulation by refusing to make the lump sum payments in satisfaction of his 2019 alimony and child support obligations. In finding the defendant in contempt, the court reasoned that, "taking into account the overall circumstances, including the context in which the stipulation was executed, a fair reading of the relevant provisions of the stipulation, regarding the payment of unallocated alimony and child support, is susceptible to only one meaning, and hence is unambiguous; that the intention of the parties was to modify the original order of the court to fix the remaining alimony obligation as a lump sum certain to be paid over time as specified therein; and that in making this finding, the court has considered the following: (1) the parties omitted the language relating to the termination of the [defendant's] obligation to pay unallocated alimony and child support in the event of the death of either party or the remarriage of the [plaintiff]; (2) the use of the phrase 'shall terminate immediately' is clear and self-evident; (3) a specific lump sum was agreed upon for 2019 (i.e., $504,000); (4) the [defendant's] obligation for both 2018 and 2019 had already accrued the maximum obligation as of the date of the stipulation and well before the remarriage of the [plaintiff] . . . (5) payment of alimony and child support was due upon receipt of the year-end bonus in February . . . (6) by April, 2019, the [defendant] was made aware of the [plaintiff's] engagement to remarry . . . (7) if there was, as the [defendant] suggests, a continuing obligation to pay alimony, subject to earlier termination for death or remarriage, logic dictates that there would be no need to enter into a new agreement, as the basic obligation would have remained essentially unchanged, and the only change being the timing of the payments; (8) that the [defendant] had the means to make said payments . . . (9) the [defendant] wilfully failed and neglected to make the installment payments on January 31, 2020, and April 30, 2020 . . . and that, therefore, the [defendant's] failure to do so amounts to wilful contempt." (Citations omitted.)

On appeal, the defendant argues that the court "erred in ruling that the stipulation dated July 22, 2019, modified the underlying separation agreement dated April 7, 2011, by unconditionally terminating the defendant's alimony obligation as of that date and substituting a lump sum obligation to the plaintiff payable over time." The defendant contends that the termination of his alimony obligation was contingent on his payment of the lump sums set forth in the July 22, 2019 stipulation and, because he had not yet made those payments, the provision of the parties' separation agreement that

provided for the termination of his alimony obligation upon the plaintiff's remarriage was still in effect, and his obligation to make those payments terminated upon the plaintiff's remarriage, which occurred on November 9, 2019.

In paragraph 2 of the July 22, 2019 stipulation, the parties agreed that "[t]he defendant's obligation to pay unallocated alimony and child support, pursuant to the parties' separation agreement, dated April 7, 2011, shall terminate immediately, subject to him making the following payments . . . ." Although the language of the stipulation that states that the defendant's alimony obligation "shall terminate immediately, subject to" his payment of certain lump sums in the future could be construed as ambiguous in that it suggests an *immediate* termination of alimony, but then states that the termination is subject to the defendant making certain payments in the future, any possible ambiguity was clarified by the defendant and his attorney on July 22, 2019, when the stipulation was presented to the court for approval. When the parties' stipulation was presented to the court for its approval, both parties were present in court with their attorneys, and the defendant's attorney clarified: "I would just like both parties to acknowledge their understanding that *alimony is terminated today* and the only obligations payable are those set forth in paragraph 2." (Emphasis added.) Both parties agreed that alimony terminated on that date. The defendant's attorney subsequently reiterated: "[The defendant] has every intention of making the payments on time, if not early. But in the situation where there is some issue with the payment, [the plaintiff] cannot come back and ask that alimony be turned back on. She can collect the payments in this [stipulation], but she can't then try to restart or reawaken alimony. *Alimony is terminated*, but [the defendant] owes her these payments." (Emphasis added.) The clarification that the plaintiff's only recourse if the defendant did not make the lump sum payments was to move for contempt, not to have the periodic order recommence, is indicative of the parties' understanding that the defendant's alimony obligation terminated immediately with the execution of the July 22, 2019 stipulation.

The defendant nevertheless contends that the provision of the parties' separation agreement that provided for the termination of alimony upon the plaintiff's remarriage applied to the lump sum payments set forth in the July 22, 2019 stipulation and that, therefore, he was not obligated to make those payments. This argument is belied by the purpose of those payments, which is unambiguously set forth in the July 22, 2019 stipulation as to satisfy the defendant's 2018 and 2019 alimony and child support obligations, which already had accrued by the time the parties entered into the agreement to modify the separation agreement by way of the July 22, 2019 stipulation. The defendant testified that,

for every year since the date of dissolution, including 2019, he has made the maximum amount that is subject to the alimony computation—$1.2 million—within the first 60 days of the calendar year. Because the parties' separation agreement obligated the defendant to satisfy his alimony and child support obligations immediately on receipt of that income, those obligations accrued by the end of February each year, including 2019. Consequently, as the trial court aptly found, the lump sum amounts set forth in the July 22, 2019 stipulation were due to satisfy obligations that already had accrued. We do not agree that the lump sum payments required by the July 22, 2019 stipulation, which were due to satisfy the defendant's past due alimony and child support obligations, were subject to termination on the basis of the plaintiff's November, 2019 remarriage.[10]

On the basis of the foregoing, we conclude that the trial court properly found that the circumstances surrounding the execution of the July 22, 2019 stipulation rendered its meaning clear and unambiguous and that the defendant wilfully failed to comply with it when he refused to make the January and April, 2020 payments to the plaintiff. Because the defendant has not argued that he was unable to make those payments, the court's judgment of contempt was not improper.

B

The defendant also claims that the court erred in finding him in contempt for failing to pay 100 percent of the medical expenses of the parties' children in that he refused to pay the $5000 concierge fee charged by Dr. Gamble. The defendant argues that the concierge fee was merely an access fee, not a medical expense for which he was responsible. We disagree.

The following additional facts, which are undisputed, are relevant to the resolution of this claim. The record reflects that, in September, 2018, the parties' older daughter became a patient of Dr. Gamble. At that time, the plaintiff paid Dr. Gamble a fee in the amount of $5000, which was billed as a "Concierge Services Membership Fee." On October 1, 2019, Dr. Gamble sent the plaintiff an email, which was admitted into evidence at the contempt hearing, pertaining to the concierge membership renewal for the year 2019–2020. In that email, Dr. Gamble explained, inter alia: "Each year the Concierge Services Membership Fee is subject to change as stated in your contract.[11] This change is in part, due to a systematic review of the previous years' uncompensated (by your healthcare insurance company) services and care coordination provided by Dr. Gamble. Based on this analysis of past utilization of services, we then attempt to predict what the upcoming year will bring. After extensive review of [your daughter's] chart, the Concierge Services Membership Fee stayed the same for the 2019–2020 year. If you would like to review and discuss the individual factors we

used to make this decision, please do not hesitate to call and I will gladly provide both the documentation and explanation at your convenience." (Footnote added.) The plaintiff asked Dr. Gamble to forward that email to the defendant for payment of the concierge fee. Upon receipt of it, the defendant responded: "You can remove me from your email chain. I have no historical or going forward relationship with this service provider."

At the contempt hearing, the defendant acknowledged that, pursuant to the July 22, 2019 stipulation, he was obligated to pay for all unreimbursed medical expenses of the parties' daughters.[12] He testified that "[the plaintiff] paid the concierge access fee" charged by Dr. Gamble and he paid the "medical related bills." He stated that he did not pay the concierge fee because "it's not a medical bill." He elaborated: "[W]hen you look in the medical bills, they all have health codes for what they actually are. When I asked the doctor for the medical expense, she said it's not a medical expense. It's the concierge fee.[13] So . . . I didn't see a medical expense associated with a concierge fee." (Footnote added.) The defendant agreed with his attorney's characterization of a concierge doctor as "one of those doctors that you pay them a bunch of money up front and they are sort of at your beck and call" and that a concierge fee is "kind of like a retainer for a lawyer, but it's a similar thing with a doctor . . . ." The defendant testified that the plaintiff told him that the concierge fee was "just an access fee."

In finding that the defendant wilfully violated the July 22, 2019 stipulation when he refused to pay the concierge fee charged by Dr. Gamble, the trial court found "[t]hat the provisions of the stipulation regarding the payment of unreimbursed medical expenses is clear and unambiguous . . . the [parties' older daughter] is treating with Dr. Sarah Gamble . . . [who] charges an annual concierge access fee as part of [her] practice [and] she has billed the sum of $5000 for the year 2019[–2020] . . . the [defendant] is aware of said charges and has refused and neglected to pay same . . . annual concierge fees are becoming increasingly common . . . said fee is a medical expense within the meaning of the [July 22, 2019] stipulation . . . the term medical expense, as used in dissolution decrees, must be interpreted broadly . . . and . . . the [defendant's] . . . failure to pay [the concierge fee] amounts to wilful contempt." (Citation omitted; internal quotation marks omitted.)

As the court aptly noted, "[t]he term 'medical expense,' as used in dissolution decrees, must be interpreted broadly because such decrees generally provide for the maintenance of the former wife and children." (Internal quotation marks omitted.) *Sheppard* v. *Sheppard*, 80 Conn. App. 202, 218, 834 A.2d 730 (2003). "[I]n

order to determine whether certain expenses are medical in nature, the court must decide whether the services rendered are a necessary part of the overall treatment of the child. That conclusion comports with the established concept that the practice of medicine is an expansive one. Medicine is [t]he science of diagnosing, treating, or preventing disease or other damage to the body or mind." (Internal quotation marks omitted.) Id.

Here, it is evident from the email sent to the parties by Dr. Gamble that the annual concierge fee that she assesses her patients is based in part on a review of each patient's "uncompensated (by your healthcare insurance company) services and care coordination provided by Dr. Gamble." In other words, the concierge fee is based on the cost of medical treatment provided to the parties' daughter that was not paid by their insurance.[14] Because the email from Dr. Gamble pertaining to the basis of the concierge fee clearly stated that the fee was based on a review of the unreimbursed costs of the medical treatment provided to the parties' daughter during the prior year, the defendant's argument that he had a good faith belief that the concierge fee charged by Dr. Gamble was merely an access fee is unfounded. We therefore conclude that the court properly found that the defendant wilfully violated his obligation, under the July 22, 2019 stipulation, to pay for 100 percent of the medical expenses of the parties' children. Accordingly, the court did not abuse its discretion in granting the motion for contempt.

C

Finally, the defendant challenges the trial court's award of additional attorney's fees to the plaintiff for the period from May 19 to June 7, 2022. In granting the plaintiff's motion, the court set forth the following additional procedural history. On July 19, 2022, the plaintiff filed a motion for additional attorney's fees, accompanied by an affidavit of services bearing that same date, for the time period of May 19 to June 7, 2022. On November 1, 2022, the court held a hearing on, inter alia,[15] the plaintiff's motion for additional attorney's fees, at which both parties testified. By way of a memorandum of decision dated November 16, 2022, the court granted the plaintiff's motion for additional attorney's fees, finding "[t]hat the [plaintiff] lacks ample liquid assets to pay attorney's fees to defend the appeal; that she owes a substantial amount of attorney's fees for legal representation to date . . . that the [defendant] has expended considerable sums in connection with this litigation; that the [defendant] has substantial assets available to him; that the [plaintiff] is unlikely to be able to adequately defend the [defendant's] appeal without some contribution toward her fees by the [defendant]; and that it is equitable and appropriate that the [defendant] make some contribution thereto." (Citation omitted.)

The court further found "that the [defendant] herein was found in contempt; that, in addition, the court found that it was equitable and appropriate to award the [plaintiff] attorney's fees; that the [plaintiff's] affidavit of fees dated May 19, 2022, filed prior to the hearing, did not include any fees and costs for the hearing itself; the court has reviewed the affidavit of services dated July 19, 2022, which covers the period May 19, 2022 through June 7, 2022 . . . and it finds the fees claimed therein to be fair and reasonable and relate to the issue of contempt; and that it is equitable and appropriate to grant that portion of the [plaintiff's] claim for additional fees related to the period May 19, 2022, through June 7, 2022, in the amount of $12,812.50." (Citation omitted.)

The defendant argues that "[t]he plaintiff's postjudgment motion for [additional] attorney's fees seeking to alter or amend the original judgment was barred by the principles of res judicata (claim preclusion) and collateral estoppel (issue preclusion)." Because the defendant did not assert this argument to the trial court but, rather, raises it for the first time on appeal, it is not properly preserved. See Practice Book § 60-5 ("[t]he court shall not be bound to consider a claim unless it was distinctly raised at the trial or arose subsequent to the trial"); see also *USAA Federal Savings Bank* v. *Gianetti*, 197 Conn. App. 814, 819, 232 A.3d 1275 (2020). Additionally, aside from defining the concepts of claim preclusion and issue preclusion, the defendant does not provide any legal analysis pertaining to the applicability of those doctrines to the plaintiff's supplemental claim for attorney's fees. Accordingly, the defendant's claim is inadequately briefed. See, e.g., *Robb* v. *Connecticut Board of Veterinary Medicine*, 204 Conn. App. 595, 611, 254 A.3d 915 ("We repeatedly have stated that [w]e are not required to review issues that have been improperly presented to this court through an inadequate brief. . . . Analysis, rather than mere abstract assertion, is required in order to avoid abandoning an issue by failure to brief the issue properly. . . . [F]or this court judiciously and efficiently to consider claims of error raised on appeal . . . the parties must clearly and fully set forth their arguments in their briefs. . . . The parties may not merely cite a legal principle without analyzing the relationship between the facts of the case and the law cited." (Internal quotation marks omitted.)), cert. denied, 338 Conn. 911, 259 A.3d 654 (2021). For those reasons, we decline to review this claim.

II

On cross appeal, the plaintiff claims that the court improperly dismissed her offer of compromise, which she filed pursuant to § 52-192a and Practice Book § 17-14, offering to resolve her claim against the defendant for his alleged violation of the provision of the July 22, 2019 stipulation that required the defendant to make two payments to her in the amount of $504,000 to satisfy

his 2019 alimony and child support obligation. She contends that the court erred in finding that § 52-192a did not apply to her claim because it was not based upon contract and/or did not seek money damages.[16] We are not persuaded.

Because our resolution of the plaintiff's claim requires us to construe § 52-192a, we begin with the general principles of statutory construction that guide our analysis. "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. . . . Issues of statutory construction . . . are also matters of law subject to our plenary review. . . .

"In the construction of statutes, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases, and such as have acquired a peculiar and appropriate meaning in the law, shall be construed and understood accordingly." (Citations omitted; internal quotation marks omitted.) *Rutter* v. *Janis*, 334 Conn. 722, 730, 224 A.3d 525 (2020). "[W]hen construing a statute, we do not interpret some clauses in a manner that nullifies others, but rather read the statute as a whole and so as to reconcile all parts as far as possible. . . . Consequently, we look to the language of the statute in its entirety." (Citation omitted.) *Vibert* v. *Board of Education*, 260 Conn. 167, 171, 793 A.2d 1076 (2002).

The relevant language of § 52-192a (a) provides: "[A]fter commencement of *any civil action based upon contract or seeking the recovery of money damages*, whether or not other relief is sought, the plaintiff may, not earlier than one hundred eighty days after service of process is made upon the defendant in such action but not later than thirty days before trial, file with the clerk of the court a written offer of compromise signed by the plaintiff or the plaintiff's attorney, directed to the defendant or the defendant's attorney, offering to settle the claim underlying the action for a sum certain. . . ." (Emphasis added.)

In rejecting the plaintiff's claim for offer of compromise interest, the court acknowledged that a dissolution of marriage action is a civil action, but is not one based upon contract or one that seeks the recovery of money damages.[17] The plaintiff contends that § 52-192a applies

in this case because a dissolution of marriage action is a civil action, the parties' separation agreement and the stipulation filed on July 22, 2019, were contracts, and the plaintiff's postjudgment motion for contempt sought a recovery of money damages for an alleged breach of contract by the defendant. We agree with the trial court's conclusion that, although a dissolution action is a civil action; see *Charles* v. *Charles*, 243 Conn. 255, 257, 701 A.2d 650 (1997) ("[a]n action for dissolution of a marriage 'obviously is a civil action' "), cert. denied, 523 U.S. 1136, 118 S. Ct. 1838, 140 L. Ed. 2d 1089 (1998); it is not an action based upon contract or an action seeking money damages. It is well established that "an action for divorce or dissolution of marriage is a creature of statute [and] it is essentially equitable in its nature." *Pasquariello* v. *Pasquariello*, 168 Conn. 579, 584, 362 A.2d 835 (1975). Indeed, the plaintiff does not argue that a dissolution of marriage action is "based upon contract" or that it "seek[s] the recovery of money damages . . . ." General Statutes § 52-192a (a). Instead, she argues that her contempt claim constituted such an "action" in that it was based on the defendant's violation of the July 22, 2019 stipulation. We are not persuaded by the plaintiff's argument that a contempt claim arising out of a postjudgment marital dissolution action constitutes a civil action based upon contract. To employ the plaintiff's interpretation would allow offers of compromise to be filed as to motions or proceedings, not to actions themselves. Because the plain language of the statute does not support the plaintiff's argument, it is unavailing. Accordingly, we conclude that the court properly declined to award offer of compromise interest on the ground that § 52-192a does not apply to marital dissolution cases.

The form of the judgment with respect to the plaintiff's offer of compromise is improper, that portion of the judgment is reversed, and the case is remanded with direction to strike the offer of compromise; the judgment is affirmed in all other respects.

In this opinion the other judges concurred.

[1] A judgment of dismissal pertains to the jurisdiction of the court, not to whether the claim was legally sufficient or cognizable. See *Godbout* v. *Attanasio*, 199 Conn. App. 88, 95, 234 A.3d 1031 (2020). Because the court did not conclude that it lacked jurisdiction to hear and decide the plaintiff's request for offer of compromise interest, it erroneously dismissed the plaintiff's offer of compromise.

[2] Specifically, article 3.1 of the separation agreement provided:

"The [defendant] shall pay to the [plaintiff unallocated alimony and child support] according to the following schedule as income is received by the [defendant] for each calendar year on or after April 15, 2011:

"a) 50 [percent] of all of the [defendant's] income from employment, which income shall consist of cash and noncash compensation, up to a maximum of $400,000.

"b) For all of the [defendant's] income from employment, which shall consist of cash and noncash compensation, between $400,001–$800,000, the [plaintiff] shall receive 45 [percent].

"c) For all of the [defendant's] income from employment, which income shall consist of cash and noncash compensation, between $800,001–$1,200,000, the [plaintiff] shall receive 31 [percent].

"d) For all of the [defendant's] income from employment, which income

shall consist of cash and noncash compensation, over $1,200,000, the [plaintiff] shall receive 0 [percent]."

[3] General Statutes § 46b-86 (b) provides: "In an action for divorce, dissolution of marriage, legal separation or annulment brought by a spouse, in which a final judgment has been entered providing for the payment of periodic alimony by one party to the other spouse, the Superior Court may, in its discretion and upon notice and hearing, modify such judgment and suspend, reduce or terminate the payment of periodic alimony upon a showing that the party receiving the periodic alimony is living with another person under circumstances which the court finds should result in the modification, suspension, reduction or termination of alimony because the living arrangements cause such a change of circumstances as to alter the financial needs of that party. In the event that a final judgment incorporates a provision of an agreement in which the parties agree to circumstances, other than as provided in this subsection, under which alimony will be modified, including suspension, reduction, or termination of alimony, the court shall enforce the provision of such agreement and enter orders in accordance therewith."

Although § 46b-86 has been amended since the parties entered into the separation agreement; see, e.g., Public Acts 2013, No. 13-213; those amendments have no bearing on the merits of this appeal. For purposes of clarity, we refer to the current revision of the statute.

[4] The parties' stipulation resolved the following postjudgment motions: (1) docket entry #211.01 Defendant's Motion for Modification, Suspension and/or Termination of Unallocated Alimony and to Fix Child Support and Educational Support, Postjudgment, filed April 26, 2019; (2) docket entry #214.00 Plaintiff's Motion for Contempt and/or Order of Compliance re: Family Photos, Postjudgment, filed June 3, 2019; (3) docket entry #215.00 Plaintiff's Motion for Counsel Fees, Postjudgment, filed June 3, 2019; (4) docket entry #216.00 Plaintiff's Motion for Contempt and/or Order of Compliance re: Children's Passports, Postjudgment, filed June 3, 2019; (5) docket entry #217.00 Plaintiff's Motion for Contempt and/or Order of Compliance re: Failure to Provide Proof of Income, Postjudgment, filed June 3, 2019; (6) docket entry #219.00 Plaintiff's Motion for Contempt re: Failure to Pay Alimony, Postjudgment, filed June 3, 2019; (7) docket entry #224.01 Defendant's Application for Ex Parte Temporary Injunction, Postjudgment filed July 18, 2019, and Order (*Heller*, *J.*) dated July 18, 2019; (8) docket entry #225.00 Defendant's Motion for Contempt and/or Orders re: Final Parenting Plan, Postjudgment, filed July 19, 2019; and (9) docket entry #228.00 Defendant's Motion for Appointment of Counsel for the Minor Children, Postjudgment, filed July 19, 2019.

[5] General Statutes § 52-192a (a) provides: "Except as provided in subsection (b) of this section, after commencement of any civil action based upon contract or seeking the recovery of money damages, whether or not other relief is sought, the plaintiff may, not earlier than one hundred eighty days after service of process is made upon the defendant in such action but not later than thirty days before trial, file with the clerk of the court a written offer of compromise signed by the plaintiff or the plaintiff's attorney, directed to the defendant or the defendant's attorney, offering to settle the claim underlying the action for a sum certain. For the purposes of this section, such plaintiff includes a counterclaim plaintiff under section 8-132. The plaintiff shall give notice of the offer of compromise to the defendant's attorney or, if the defendant is not represented by an attorney, to the defendant himself or herself. Within thirty days after being notified of the filing of the offer of compromise and prior to the rendering of a verdict by the jury or an award by the court, the defendant or the defendant's attorney may file with the clerk of the court a written acceptance of the offer of compromise agreeing to settle the claim underlying the action for the sum certain specified in the plaintiff's offer of compromise. Upon such filing and the receipt by the plaintiff of such sum certain, the plaintiff shall file a withdrawal of the action with the clerk and the clerk shall record the withdrawal of the action against the defendant accordingly. If the offer of compromise is not accepted within thirty days and prior to the rendering of a verdict by the jury or an award by the court, the offer of compromise shall be considered rejected and not subject to acceptance unless refiled. Any such offer of compromise and any acceptance of the offer of compromise shall be included by the clerk in the record of the case."

[6] Practice Book § 17-14 provides: "After commencement of any civil action based upon contract or seeking the recovery of money damages, whether or not other relief is sought, the plaintiff may, not earlier than one hundred eighty days after service of process is made upon the defendant in such

action but not later than thirty days before the commencement of jury selection in a jury trial or the commencement of evidence in a court trial, file with the clerk of the court a written offer of compromise signed by the plaintiff or the plaintiff's attorney, directed to the defendant or the defendant's attorney, offering to settle the claim underlying the action for a sum certain. For the purposes of this section, such plaintiff includes a counterclaim plaintiff under General Statutes § 8-132. The plaintiff shall give notice of such offer of compromise to the defendant's attorney, or if the defendant is not represented by an attorney, to the defendant."

[7] The offer of compromise pertained only to the alimony related contempt motion, not the motion related to the concierge fee.

[8] General Statutes § 37-3a (a) provides: "Except as provided in sections 37-3b, 37-3c and 52-192a, interest at the rate of ten per cent a year, and no more, may be recovered and allowed in civil actions or arbitration proceedings under chapter 909, including actions to recover money loaned at a greater rate, as damages for the detention of money after it becomes payable. Judgment may be given for the recovery of taxes assessed and paid upon the loan, and the insurance upon the estate mortgaged to secure the loan, whenever the borrower has agreed in writing to pay such taxes or insurance or both. Whenever the maker of any contract is a resident of another state or the mortgage security is located in another state, any obligee or holder of such contract, residing in this state, may lawfully recover any agreed rate of interest or damages on such contract until it is fully performed, not exceeding the legal rate of interest in the state where such contract purports to have been made or such mortgage security is located."

[9] On July 28, 2022, the plaintiff filed a motion for attorney's fees to defend the appeal filed by the defendant. The court awarded the plaintiff $35,000 in attorney's fees to defend the defendant's appeal. The defendant has not challenged that award.

[10] Even if the lump sum payments were subject to the termination provision of the parties' separation agreement, the defendant has not offered any explanation as to why that would excuse him from paying alimony until the November 9, 2019 date of the plaintiff's remarriage.

[11] This contract was not admitted into evidence.

[12] At the contempt hearing, the defendant's attorney repeatedly argued that he was not claiming that the provision of the July 22, 2019 stipulation obligating the defendant to pay 100 percent of unreimbursed medical expenses for the parties' daughters was ambiguous but, instead, argued that it is "common sense" that a concierge fee is not a medical expense.

[13] Although this testimony suggests that the defendant may have discussed the purpose of the concierge fee with Dr. Gamble, the defendant did not elaborate on this testimony and there is no evidence of any such discussion in the record.

[14] Moreover, without paying that fee, the parties' daughter would have been denied treatment by Dr. Gamble, which ultimately occurred in 2021 when the fee was not paid.

[15] The court also heard the parties on the plaintiff's motions for attorney's fees to defend the defendant's appeal and to terminate the appellate stay at that time. The court's rulings on those motions have not been challenged on appeal.

[16] The plaintiff also claims that the court erred in holding that Practice Book § 17-14 did not apply to her claim. Because the language of Practice Book § 17-14 mirrors the language of § 52-192a, our analysis of § 52-192a is dispositive of the plaintiff's claim regarding the application of Practice Book § 17-14.

[17] The court noted that Practice Book § 17-14 mirrors the language of § 52-192a, and further reasoned that it was not applicable to dissolution of marriage actions because "the provisions of Practice Book § 17-14 have not been adopted for use in Chapter 25 of the Practice Book (see [Practice Book §§ 25-23, 25-31 and 25-39]) in dealing with Family Matters . . . ." As noted in footnote 16 of this opinion, we need not engage in a separate analysis of Practice Book § 17-14.