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GENE S. JONES *v.* ALEX C. KRAMER
(AC 21677)

Schaller, Mihalakos and Bishop, Js.

Argued May 1—officially released October 8, 2002

(Appeal from Superior Court, judicial district of Fairfield, Hon. Edward F. Stodolink, judge trial referee.)

Robert C. Mirto, with whom was *Wesley R. Germonto*, law student intern, for the appellant (plaintiff).

J. Kevin Golger, with whom, on the brief, was *George L. Holmes, Jr.*, for the appellee (defendant).

Opinion

SCHALLER, J. The plaintiff in this negligence action, Gene S. Jones, appeals from the judgment rendered by the trial court after a jury verdict in his favor. The plaintiff claims that the court improperly applied General Statutes § 52-225a[1] to reduce the jury's award of economic damages by the amount of collateral source payments he had received. We affirm the judgment of the trial court.

The following facts and procedural history are relevant to the plaintiff's appeal. By way of an amended

complaint, the plaintiff brought this action against the defendant, Alex Davis, executor of the estate of Alex C. Kramer.[2] In the amended complaint, the plaintiff alleged that he sustained injuries in an automobile collision with Kramer and that the collision was caused by Kramer's negligence. At trial, the plaintiff claimed more than $40,000 in economic damages, including more than $30,000 in medical expenses and $10,000 in lost wages. The jury returned a verdict for the plaintiff, awarding him $15,000 in economic damages and $35,000 in noneconomic damages.

At the subsequent collateral source hearing, the parties stipulated that $13,031 of the plaintiff's medical bills had been paid by his insurance carrier. The parties also stipulated that after the deduction of insurance premiums paid by the plaintiff, the net amount received from the insurer was $12,000 and that the plaintiff was entitled to costs in the amount of $4361.21. In addition, the court found, on the basis of the testimony of the plaintiff, that the plaintiff's unreimbursed, out-of-pocket medical expenses totaled $16,008.61. The court reduced the $50,000 verdict by the full amount of $12,000 and thereafter rendered judgment for the plaintiff in the amount of $42,361.21.

On appeal, the plaintiff claims that the court incorrectly concluded that the verdict was subject to a collateral source reduction pursuant to § 52-225a. Specifically, the plaintiff argues that only payments specifically included in the jury's verdict may be deducted as collateral sources. The plaintiff further argues that the burden is on the defendant to request jury interrogatories to establish which payments actually are included in the jury's verdict.[3] The defendant argues that § 52-225a requires the reduction of economic damages by the total of all collateral source payments received, less the total of premiums paid to secure the collateral sources. We agree with the defendant.

We begin our analysis by setting forth the relevant standard of review. ''[I]nterpretation of § 52-225a is a matter of statutory construction. Statutory construction is a question of law and therefore our review is plenary. . . . [O]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In seeking to discern that intent, we look to the words of the statute itself, to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter.'' (Internal quotation marks omitted.) *Alvarado* v. *Black*, 248 Conn. 409, 414–15, 728 A.2d 500 (1999).

''As with any issue of statutory interpretation, our initial guide is the language of the operative statutory provisions.'' (Internal quotation marks omitted.) Id., 415. ''We are constrained to read a statute as written

. . . and we may not read into clearly expressed legislation provisions which do not find expression in its words . . . .'' (Citations omitted; internal quotation marks omitted.) *Giaimo* v. *New Haven*, 257 Conn. 481, 494, 778 A.2d 33 (2001). ''In interpreting the language of a statute, the words must be given their plain and ordinary meaning and their natural and usual sense unless the context indicates that a different meaning was intended.'' (Internal quotation marks omitted.) *In re Darlene C.*, 247 Conn. 1, 10, 717 A.2d 1242 (1998). Furthermore, ''[a] statute which provides that a thing shall be done in a certain way carries with it an implied prohibition against doing that thing in any other way.'' (Internal quotation marks omitted.) *State* v. *State Employees' Review Board*, 239 Conn. 638, 654, 687 A.2d 134 (1997).

Subsection (a) of § 52-225a provides in relevant part: ''In any civil action, whether in tort or in contract, wherein the claimant seeks to recover damages resulting from (1) personal injury or wrongful death . . . and wherein liability is admitted or is determined by the trier of fact and damages are awarded to compensate the claimant, the court shall reduce the amount of such award which represents economic damages, as defined in subdivision (1) of subsection (a) of section 52-572h, by an amount equal to the total of amounts determined to have been paid under subsection (b) of this section less the total of amounts determined to have been paid under subsection (c) of this section . . . .'' Subsection (b) of § 52-225a requires the court to determine ''the total amount of collateral sources which have been paid for the benefit of the claimant as of the date the court enters judgment.'' Subsection (c) of § 52-225a requires the court to determine ''any amount which has been paid, contributed, or forfeited, as of the date the court enters judgment, by, or on behalf of, the claimant or members of his immediate family to secure his right to any collateral source benefit which he has received as a result of such injury or death.''

The plaintiff interprets § 52-225a as providing that only payments specifically included in the jury's verdict may be deducted as collateral sources. The plaintiff's interpretation does not comport with the express language of the statute. Contrary to the plaintiff's argument, the express language of § 52-225a (a) requires the court to deduct from the jury's award of economic damages ''*an amount* equal to *the total* of amounts determined to have been paid under subsection (b) of this section less *the total* of amounts determined to have been paid under subsection (c) of this section . . . .'' (Emphasis added.) Subsection (b) likewise requires the court to determine ''the *total amount* of collateral sources . . . .'' (Emphasis added.)

The legislature's use of the word ''total'' in both sub-

sections (a) and (b) of the statute is inconsistent with the piecemeal approach to collateral source reductions advocated by the plaintiff. As required by our rules of statutory interpretation, we give the word ''total'' its plain and ordinary meaning. ''Total'' is defined as ''a product of addition'' and ''comprising or constituting a whole; entire.'' Merriam-Webster's Collegiate Dictionary (10th Ed.). The statute therefore authorizes a reduction of the jury's award of economic damages by a single amount representing the sum of all collateral sources received by the plaintiff, less any payments made to secure the collateral sources.

The plaintiff further suggests that we should nevertheless limit the operation of the statute because of concerns expressed by various legislators during the legislative debates leading to the passage of Public Acts 1985, No. 85-574. During the debates in the House of Representatives, certain legislators expressed the concern that a defendant might receive a reduction for collateral source payments not corresponding to damages actually awarded by the jury. See 28 H.R. Proc., Pt. 27, 1985 Sess., pp. 9843–47. We decline the plaintiff's invitation to reinterpret § 52-225a. The comments cited by the plaintiff were offered in support of an amendment that eliminated disability coverage from the definition of collateral sources that eventually was codified in General Statutes § 52-225b. There is no indication that the legislators' concerns were raised in regard to the legislation in general, rather than being limited to the issue of disability benefits. Furthermore, as previously discussed, the statutory language provides no basis for concluding that the legislation as finally enacted was intended to address those concerns. We therefore decline to alter our interpretation of § 52-225a on the basis of those legislative comments.

Moreover, the legislative policy underlying § 52-225a supports our reading of the statutory language. ''The language and legislative history of § 52-225a clearly indicate that § 52-225a was intended to prevent plaintiffs from obtaining double recoveries, i.e., collecting economic damages from a defendant and also receiving collateral source payments.'' *Alvarado* v. *Black*, supra, 248 Conn. 417. The interpretation advanced by the plaintiff would contravene that legislative policy because it would permit plaintiffs to collect the full amount of economic damages as determined by the jury and also receive collateral source payments. The application of the statute as written, by contrast, furthers the legislative purpose of preventing double recovery by limiting plaintiffs to the amount of economic damages as determined by the jury. The legislative policy, therefore, supports our conclusion that § 52-225a must be interpreted as written.[4]

Turning to the application of § 52-225a to the facts of the present case, we note that the jury found that

the plaintiff's economic damages totaled $15,000. The parties stipulated that the total collateral source payments received by the plaintiff, less the insurance premiums paid to secure the collateral source, totaled $12,000. Section § 52-225a (a) requires the reduction of the $15,000 economic damages by the $12,000 net collateral source payments. The court, therefore, properly applied § 52-225a to reduce the verdict by $12,000.

The judgment is affirmed.

In this opinion MIHALAKOS, J., concurred.

[1] General Statutes § 52-225a provides: "(a) In any civil action, whether in tort or in contract, wherein the claimant seeks to recover damages resulting from (1) personal injury or wrongful death occurring on or after October 1, 1987, or (2) personal injury or wrongful death, arising out of the rendition of professional services by a health care provider, occurring on or after October 1, 1985, and prior to October 1, 1986, if the action was filed on or after October 1, 1987, and wherein liability is admitted or is determined by the trier of fact and damages are awarded to compensate the claimant, the court shall reduce the amount of such award which represents economic damages, as defined in subdivision (1) of subsection (a) of section 52-572h, by an amount equal to the total of amounts determined to have been paid under subsection (b) of this section less the total of amounts determined to have been paid under subsection (c) of this section, except that there shall be no reduction for (1) a collateral source for which a right of subrogation exists and (2) that amount of collateral sources equal to the reduction in the claimant's economic damages attributable to his percentage of negligence pursuant to section 52-572h.

"(b) Upon a finding of liability and an awarding of damages by the trier of fact and before the court enters judgment, the court shall receive evidence from the claimant and other appropriate persons concerning the total amount of collateral sources which have been paid for the benefit of the claimant as of the date the court enters judgment.

"(c) The court shall receive evidence from the claimant and any other appropriate person concerning any amount which has been paid, contributed, or forfeited, as of the date the court enters judgment, by, or on behalf of, the claimant or members of his immediate family to secure his right to any collateral source benefit which he has received as a result of such injury or death."

[2] The plaintiff originally commenced the action against Alex C. Kramer. Kramer died prior to trial, and the court, *Nadeau, J.*, granted Davis's motion to be substituted as the defendant. In this opinion, we refer to Davis as the defendant.

[3] Because we conclude that General Statutes § 52-225a does not require the court to determine which payments actually are included in the jury's verdict, we do not reach the plaintiff's argument regarding the burden of proof.

[4] In proposing that resort to statutory construction is necessary "to glean the intention of the General Assembly in enacting the collateral source portion of [General Statutes] § 52-225a," the dissent emphasizes that the purpose of tort reform in this context was to prevent the recovery of double payments to plaintiffs. Considering, however, the language that the legislature adopted to accomplish that purpose, our reading of 52-225a neither "frustrates the stated purpose of tort reform," denies plaintiffs "payments for economic losses not covered by the jury's award of damages," nor does it in any sense negate "a jury's economic damages award," as the dissent asserts. It may well be that an elaborate statutory scheme imposing on the defendant the burden of proving to the trial court the specific expenses for which a jury awards economic damages and one in which only those specific expenses are eligible for collateral source deductions would be fair and reasonable. Policy arguments in support of such a proposed statutory scheme are compelling in many respects. We conclude, however, that the legislature did not enact such a plan; the language it adopted establishes neither that burden nor that methodology. Given the legislative history of the tort reform statutes, it is clear that the legislature easily could have adopted such a scheme if its intent were to do so. In light of what the legislature did enact, our responsibility is to interpret the statutory language before us. We are bound by that legislation.