

The "officially released" date that appears near the beginning of each opinion is the date the opinion will be published in the <u>Connecticut Law Journal</u> or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the "officially released" date appearing in the opinion. In no event will any such motions be accepted before the "officially released" date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

The syllabus and procedural history accompanying the opinion as it appears on the Commission on Official Legal Publications Electronic Bulletin Board Service and in the Connecticut Law Journal and bound volumes of official reports are copyrighted by the Secretary of the State, State of Connecticut, and may not be reproduced and distributed without the express written permission of the Commission on Official Legal Publications, Judicial Branch, State of Connecticut.

Wilson v. Stamford-CONCURRENCE

BERDON, J., concurring. I concur in the result reached by the majority only because our Supreme Court's three to two decision in Weinberg v. ARA Vending Co., 223 Conn. 336, 612 A.2d 1203 (1992), requires that I do so. Nevertheless, I wish to point out, as Justice Covello did in his dissent in Weinberg, that "compensation benefits . . . means any compensation from any source" (Emphasis added; internal quotation marks omitted.) Id., 351 (Covello, J., dissenting). The plain language of General Statutes § 31-275 (4) defines compensation to include medical benefits, stating: "'Compensation' means benefits or payments mandated by the provisions of this chapter, including, but not limited to . . . medical . . . aid" (Emphasis added.) Unfortunately, the majority in Weinberg looked beyond the plain language of the statute and relied on the statute's legislative history for its result.

Our legislature, in passing Public Acts 2003, No. 03-154, recently pointed out to this court and our Supreme Court that the "meaning of a statute shall, in the first instance, be ascertained from 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." (Emphasis added.) Public Acts 2003, No. 03-154.¹

Accordingly, although I believe that the definition of compensation includes medical benefits, I concur in the result of the majority because of our Supreme Court's decision in *Weinberg* v. *ARA Vending Co.*, supra, 223 Conn. 336.

¹ In other words, the legislature says what it means and means what it says.