BORDEN, J., with whom VERTEFEUILLE, J., joins, dissenting. I disagree with the majority's conclusion that General Statutes § 14-62 (a) (9)[1] does not limit the amount that an automobile dealer may charge as a "conveyance fee" to the "reasonable costs" of the listed services related to the closing of the sale of an automobile. I conclude, consistent with both the language and the evident purpose of the relevant statutory scheme, that a dealer conveyance fee means what § 14-62 (a) (9) says it means, namely, "a fee charged by a dealer to recover reasonable costs" for processing the documentation and performing the other services related to the closing of the sale of the automobile. I therefore dissent.

The specific language at issue is the entirety of subdivision (9) of subsection (a) of § 14-62, which provides that each order and invoice for the sale of an automobile "shall contain the following information . . . any dealer conveyance fee or processing fee and a statement that such fee is not payable to the state of Connecticut printed in at least ten-point bold type on the face of both the order and invoice. For purposes of this subdivision [9], 'dealer conveyance fee' or 'processing fee' means *a fee charged by a dealer to recover reasonable costs* for processing all documentation and performing services related to the closing of a sale, including, but not limited to, the registration and transfer of ownership of the motor vehicle which is the subject of the sale." (Emphasis added.)

The majority concludes that "§ 14-62 (a) (9) is a disclosure rule and not a substantive limitation on the amount that dealers may charge as a conveyance fee," because "the language at issue in its structural context demonstrates that it solely is definitional in nature, rather than regulatory or prohibitory." These are false dichotomies. Simply because § 14-62 embodies disclosure obligations on the seller does not mean that it does not also impose substantive obligations. Simply because the language at issue defines a conveyance fee does not mean that it does not also regulate the amount of the fee. In this regard, it is important to acknowledge, which the majority fails to do, that the entire last sentence of § 14-62 (a) (9)—not just the two words, "reasonable costs," on which the majority focuses—constitutes the definition of "conveyance fee."

Indeed, precisely because the language of the last sentence of § 14-62 (a) (9) *is* definitional, the natural inference is that the legislature intended *all* of the definition, not just *part* of it, to have effect, and that it have *both* a disclosure and regulatory effect in accordance with its language and purpose.[2] In the present case, that inference is supported by the fact that the statute is a

consumer protection statute that is remedial in nature, and therefore must be construed in favor of those whom the legislature intended to benefit, namely, car buyers. Those buyers would be more fully protected by affording the definition its most likely meaning, namely, that not only must the conveyance fee be disclosed, but, as § 14-62 (a) (9) specifically provides, the conveyance fee must reflect the "reasonable costs for processing all documentation and performing services related to the closing of a sale, including, but not limited to, the registration and transfer of ownership of the motor vehicle which is the subject of the sale."

The majority, however, interprets the last sentence of § 14-62 (a) (9) as if it provided as follows: "For the purposes of this subdivision, 'dealer conveyance fee' or 'processing fee' means a fee charged by a dealer . . . for processing all documentation and performing services related to the closing of a sale, including, but not limited to, the registration and transfer of ownership of the motor vehicle which is the subject of the sale." It does not so provide, however. Instead, the last sentence of § 14-62 (a) (9) provides as follows: "For the purposes of this subdivision, 'dealer conveyance fee' or 'processing fee' means a fee charged by a dealer *to recover reasonable costs* for processing all documentation and performing services related to the closing of a sale, including, but not limited to, the registration and transfer of ownership of the motor vehicle which is the subject of the sale." (Emphasis added.) Thus, the majority reads the definition as if there were four words—"to recover reasonable costs"—that are missing, or do not exist. Unless there is some compelling evidence that the legislature did not intend all of its definition to have effect, there is no justification for refusing to give all of its definition meaning and effect. There is no such evidence here.[3]

We have previously recognized that "[c]ourts are bound to accept the legislative definition of terms in a statute." *Toll Gate Farms, Inc.* v. *Milk Regulation Board*, 148 Conn. 341, 347, 170 A.2d 883 (1961).[4] Ignoring this rule, the majority has simply read out of the definition the language "to recover reasonable costs"—essentially rewriting the legislative definition of the term "conveyance fee." Despite the majority's conclusion that somehow *this* language of the single definitional sentence has no meaning or application because it is definitional, but the *rest* of the same definitional sentence does have meaning or application, I do not understand why that is so. As the majority acknowledges, we ordinarily do not interpret statutes to render statutory language superfluous. I agree with that. The majority explains, however, that the canons of construction are merely guides to interpretation and cannot displace the process of careful and thoughtful interpretation. I also agree with that. But that explanation does not lead to the majority's conclusion that, when the legislature

specifically included in the § 14-62 (a) (9) definition of "conveyance fee" the language "to recover reasonable costs," it intended that language to have no meaning or application whatsoever. Put another way, the majority's explanation does not lead to the conclusion that only those four words of the definition of "conveyance fee" have no meaning or application, but the rest of the words of the definition do have meaning and application. Yet that is precisely the effect of the majority's interpretation.

That the legislature intended the phrase "to recover reasonable costs" to have meaning is also supported by the language of subsection (c) of § 14-62, which provides in relevant part: "Each dealer shall provide a written statement to the buyer or prominently display a sign in the area of his place of business in which sales are negotiated which shall specify the amount of any conveyance or processing fee charged by such dealer, *the services performed by the dealer for such fee*, that such fee is not payable to the state of Connecticut and that the buyer may elect, where appropriate, to submit the documentation required for the registration and transfer of ownership of the motor vehicle which is the subject of the sale to the Commissioner of Motor Vehicles, *in which case the dealer shall reduce such fee by a proportional amount*. . . ." (Emphasis added.) First, the requirement that the dealer reduce the conveyance fee by a proportional amount demonstrates that the legislature, unlike the majority, did not believe it was somehow barred from imposing a substantive obligation within a statute that has as its primary purpose requiring disclosure. Put another way, the fact that the dealer is required by the statute to reduce the fee by a proportional amount if the buyer elects to submit the documentation to the commissioner of motor vehicles himself indicates that the legislature did not intend for the primary purpose of § 14-62, requiring disclosure, to be its exclusive purpose. Second, the nature of the substantive obligation, that the dealer must reduce the conveyance fee by a proportional amount when the buyer elects to submit to the commissioner of motor vehicles the registration and transfer of ownership documents is consistent with the definition of the conveyance fee as one that reflects the reasonable costs of the dealer because subsection (c) of § 14-62 requires that the reduction in the fee be *proportional* to the costs of registration and transfer of ownership documents. This language, especially when read together with the requirement that the dealer must disclose the services performed by the dealer for the conveyance fee, indicates that the legislature intended the fee to reflect the dealer's cost of performance.

The majority's interpretation *might* make some sense if it could be established that, in the context of the statutory scheme, the inclusion of the four missing words would serve no ascertainable legislative purpose.

That, however, is far from the case.

First, the missing words serve the legislative purpose, not only of disclosure that there is such a thing as a conveyance fee and its amount, but also the legislative purpose of requiring that the fee be reasonable so as to protect the consumer. In the context of most car sales, the buyer does not ordinarily become interested in the conveyance fee until he has decided to buy the car. With no limitation whatsoever on the amount of the fee, an unscrupulous car dealer can lowball the sales price and then, once the buyer has agreed, highball the conveyance fee to recoup profits in the form of the fee. The buyer then would be faced with walking away from the deal or accepting it, but if the buyer stays, there would no regulatory or legal sanction on the seller for exacting an unreasonably high conveyance fee that has no real relation to the seller's actual costs for performing the services necessary to close the sale. It takes no flight of imagination to recognize the avoidance of such a scenario as a legitimate legislative purpose of requiring that any conveyance fee be "reasonable."

Second, the definition of "conveyance fee" applies, not just to § 14-62, but also to General Statutes § 14-62a (a), which governs advertising of prices of car sales.[5] Section 14-62a (a) provides that the stated advertised price must include the federal tax, cost of delivery, dealer preparation and other charges, "except that such advertisement shall state in at least eight-point bold type that any state or local tax, registration fees *or dealer conveyance fee or processing fee, as defined in subsection (a) of section 14-62*, is excluded from such stated price." (Emphasis added.) The legislative importance of this provision is underscored by subsection (b) of § 14-62a, which imposes a fine of not more than $1000, as well as suspension or revocation of license, for any violation of subsection (a) of § 14-62a.

It is obvious that the purpose of this statute is to require truth in price advertising for the benefit of the consumer. What the majority opinion fails to grasp is that the limitation of a dealer's conveyance fee to the amount of the dealer's reasonable costs in closing the sale of an automobile furthers the primary purpose of the statute by preventing a dealer from misleading consumers regarding the actual "price" of an automobile by manipulating the conveyance fee to hide profit. In the absence of the limit provided by the legislature in the definition of "conveyance fee," the protection afforded consumers by § 14-62 is significantly weakened. Thus, if the conveyance fee is substantively limited to that which is "reasonable," an unscrupulous car dealer could not easily advertise an unreasonably low price—thereby attracting car buyers to *its* lot, rather than to the lots of its competitors—and then, once the deal is made, up the ante with an unregulated and unreasonable conveyance fee. Under the majority's interpre-

tation, however, the unscrupulous car dealer is given the incentive to do precisely that. In fact, under the majority's interpretation, by virtue of which a conveyance fee is wholly unregulated, even scrupulous car dealers are given the incentive to lowball their prices and highball their conveyance fees, in order to meet the competition of those unscrupulous dealers who are doing the same. This set of incentives, created by the majority's interpretation, would wholly undermine the fundamental purpose of the section. We should not read a statute to undermine its evident purpose.

I would, therefore, reverse the judgment of the Appellate Court, and remand the case to that court with direction to answer the reserved question, "Yes."

[1] General Statutes § 14-62 (a) provides: "Each sale shall be evidenced by an order properly signed by both the buyer and seller, a copy of which shall be furnished to the buyer when executed, and an invoice upon delivery of the motor vehicle, both of which shall contain the following information: (1) Make of vehicle; (2) year of model, whether sold as new or used, and on invoice the identification number; (3) deposit, and (A) if the deposit is not refundable, the words 'No Refund of Deposit' shall appear at this point, and (B) if the deposit is conditionally refundable, the words 'Conditional Refund of Deposit' shall appear at this point, followed by a statement giving the conditions for refund, and (C) if the deposit is unconditionally refundable, the words 'Unconditional Refund' shall appear at this point; (4) cash selling price; (5) finance charges, and (A) if these charges do not include insurance, the words 'No Insurance' shall appear at this point, and (B) if these charges include insurance, a statement shall appear at this point giving the exact type of coverage; (6) allowance on motor vehicle traded in, if any, and description of the same; (7) stamped or printed in a size equal to at least ten-point bold type on the face of both order and invoice one of the following forms: (A) 'This motor vehicle not guaranteed', or (B) 'This motor vehicle is guaranteed', followed by a statement as to the terms of such guarantee, which statement shall not apply to household furnishings of any trailer; (8) if the motor vehicle is new but has been subject to use by the seller or use in connection with his business as a dealer, the word 'demonstrator' shall be clearly displayed on the face of both order and invoice; (9) any dealer conveyance fee or processing fee and a statement that such fee is not payable to the state of Connecticut printed in at least ten-point bold type on the face of both order and invoice. For the purposes of this subdivision, 'dealer conveyance fee' or 'processing fee' means a fee charged by a dealer to recover reasonable costs for processing all documentation and performing services related to the closing of a sale, including, but not limited to, the registration and transfer of ownership of the motor vehicle which is the subject of the sale."

[2] I disagree with the majority's conclusion that the fact that the legislature has, in other contexts, elected to regulate fees by incorporating a reasonableness standard in the operative section of the statute means that the legislature intended its definition of a conveyance fee in § 14-62 (a) (9) as limited to the recovery of the dealer's reasonable costs to have no meaning. The mere fact that the legislature has not imposed a reasonableness limit on fees in the definitional section in *other* statutes does not mean that it may never do so, or that it did not intend to do so here. Furthermore, the legislature *has* in some statutes, incorporated a reasonableness limitation in the definitional, rather than operative, portion of the statute. For example, General Statutes § 38a-492, which is entitled, "Coverage for accidental ingestion or consumption of controlled drugs. Benefits prescribed," provides in relevant part: "For purposes of this section, the term 'covered expenses' means the reasonable charges for treatment deemed necessary under generally accepted medical standards." If we were to apply the majority's reasoning in the present case consistently, in interpreting § 38a-492, we would have to ignore the reasonableness limit incorporated into the definition of "covered expenses."

[3] In this connection, the majority's reliance on an absence from the governing regulation of a specific provision dealing with the reasonableness of conveyance fees is unpersuasive. That regulation, § 42-110b-28 (b) (23) of

the Regulations of Connecticut State Agencies, provides in relevant part that "[i]t shall be an unfair or deceptive act or practice for a new car dealer or a used car dealer to violate *any provision of a . . . state statute . . . concerning the sale or lease of motor vehicles.*" (Emphasis added.) I know of no principle that a regulation of general applicability somehow loses its force because it is not specific.

Similarly, the majority's reliance on the absence from the legislative history of any discussion of the amount or reasonableness of conveyance fees is also unavailing. Simply because the legislators focused in their discussion on the disclosure aspect of the definition cannot mean that they intended specific definitional language in the statute—"to recover reasonable costs"—to disappear. I am unaware of any principle of statutory interpretation that permits us to read out specific legislative language simply because the legislators did not advert to it in their floor debate.

[4] *Toll Gate Farms, Inc.* v. *Milk Regulation Board*, supra, 148 Conn. 341, the case upon which the majority relies for the proposition that definitional language may not impose substantive limitations on the terms within a regulatory provision, does not support this conclusion. In that case, the issue before the court was "whether a duly licensed dealer in, or producer of, milk or milk products can sell, or offer or possess with intent to sell, milk from which sufficient cream has been removed to reduce its butterfat content to less than three and one-quarter per cent but more than one-half of one per cent." Id., 342. The statutory scheme provided clear guidelines for labeling milk with 0.5 percent or less butterfat. Such milk was defined as "skimmed milk" in General Statutes § 22-127, and was required to be labeled as such in General Statutes § 22-159. Id., 342–43. The statutory scheme further provided that, unless otherwise labeled, milk sold or offered for sale was to be deemed as milk of "standard quality," which was defined as milk that contained 3.25 percent or more of butterfat. General Statutes § 22-152. Milk containing less than 3.25 percent, but more than 0.5 percent butterfat, was not defined in the statutory scheme. *Toll Gate Farms, Inc.* v. *Milk Regulation Board*, supra, 346. The regulatory portion of the statutory scheme was set forth in § 22-159, which provided in relevant part: " 'No person shall sell, or offer or expose for sale, or have in his possession with the intent to mix with other dairy products to be sold, milk from which the cream or any part thereof has been removed, unless the product is plainly labeled. Skimmed milk may be sold in milk bottles or other approved containers if properly marked or tagged as such skimmed milk.' " Id., 347. In interpreting the regulatory provision of § 22-159, the court began with the proposition that the regulatory provision "must be read together with the definition of 'skimmed milk' in § 22-127." Id. The court then read the regulatory provision consistently with the statutory definition of " 'skimmed milk' " to conclude that the first and second sentences of § 22-159 regulated two entirely different categories of milk, the first sentence dealing with "the general category of milk 'from which the cream or any part thereof has been removed,' " and the second sentence dealing with " 'skimmed milk' " as defined in § 22-127. Id., 348. Thus, the court applied the regulatory portion of the statute within the context of the definition supplied by the legislature for purposes of that regulatory provision, holding that the defendant milk regulation board improperly concluded that the sale of properly labeled 2 percent milk was barred by the statutory scheme. Id., 348–49. That is precisely the way that the court should read the regulatory provision contained in § 14-62 (9).

[5] General Statutes § 14-62a (a) provides: "No dealer licensed under the provisions of section 14-52 shall advertise the price of any motor vehicle unless the stated price in such advertisement includes the federal tax, the cost of delivery, dealer preparation and any other charges of any nature, except that such advertisement shall state in at least eight-point bold type that any state or local tax, registration fees or dealer conveyance fee or processing fee, as defined in subsection (a) of section 14-62, is excluded from such stated price."