BORDEN, J., concurring. I agree with and join the majority opinion. I write separately solely to register my conclusion that the withdrawal of a negligence claim against a defendant that is supported by consideration, constitutes a "similar agreement" within the meaning of General Statutes § 52-572h (n), and therefore, triggers the apportionment of liability provisions of that statute. Simply stated, it is apparent to me that such an arrangement would fall comfortably within both the language and policies of the apportionment statute and, as such, there is no reason to exclude a withdrawal executed and filed in exchange for bargained for consideration—not necessarily financial—from the terms of the statute. The following hypothetical illustrates my point. Suppose a plaintiff withdraws his or her negligence action[1] against a defendant in exchange, say, for that defendant's promise to take, or to refrain from taking, certain actions in the future, or in exchange, say, for that defendant's promise to make a charitable contribution to a particular charity. Although no money changed hands between the parties, it is clear that the plaintiff's withdrawal was predicated on a bargained for agreement from which the plaintiff derived a significant benefit. The fact that this benefit was not expressed in monetary terms should make no difference in determining the applicability of § 52-572h.

[1] I note that § 52-572h is a statute of general applicability that applies to all actions predicated on theories of negligence.