SUSAN BALLOU *v.* LAW OFFICES
HOWARD LEE SCHIFF, P.C.
(SC 18639)

Rogers, C. J., and Norcott, Palmer, Zarella, McLachlan,
Eveleigh and Harper, Js.

Argued May 18, 2011—officially released April 10, 2012

Joanne S. Faulkner, for the appellant (plaintiff).

Jeanine M. Dumont, with whom were *Heath A. Tiberio* and, on the brief, *Jill Alward* and *Thomas Leghorn*,

pro hac vice, for the appellee (defendant).

Opinion

PALMER, J. The dispositive issue in this case, which comes to us upon our acceptance of two certified questions from the United States District Court for the District of Connecticut pursuant to General Statutes § 51-199b (d),[1] is whether General Statutes § 52-356d (e)[2] provides for the automatic accrual of postjudgment interest on all judgments in which an installment payment order has been entered by the court. We answer that question in the negative.

The record certified by the District Court contains the following undisputed facts and procedural history. The plaintiff, Susan Ballou, owed balances on two different consumer credit cards. Both of these debts were purchased by Midland Funding, LLC (Midland), which subsequently brought actions on those debts in the judicial district of New Haven, Small Claims Session (small claims court). Midland obtained judgments against the plaintiff in the two cases, one in the amount of $3203.11 and the second in the amount of $997.28. The small claims court entered installment payment orders pursuant to § 52-356d requiring the plaintiff to pay $35 per week to satisfy the first judgment and $50 per month to satisfy the second judgment. The defendant, the Law Offices Howard Lee Schiff, P.C., which represented Midland in small claims court, did not apply for an order of postjudgment interest in either of the two cases, and the small claims court did not issue such an order in either case. The defendant sought a bank execution against the plaintiff for the judgment amounts and directed the marshal to add postjudgment interest of 10 percent to the amount of the judgments.

Thereafter, the plaintiff commenced an action in the United States District Court for the District of Connecticut, alleging, inter alia, that the defendant had overstated the amount of the debts in violation of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (2006),[3] by virtue of its application for a bank execution directing the state marshal to collect postjudgment interest even though the judgments that the small claims court rendered did not contain an award of such interest. The defendant filed a motion for summary judgment, claiming that it had not overstated the amount of the debts because, pursuant to § 52-356d (e), postjudgment interest accrues automatically at a rate of 10 percent on any unpaid balance under a judgment for which the court has entered an installment payment order. The plaintiff also filed a motion for summary judgment, claiming that, under General Statutes § 37-3a (a),[4] postjudgment interest is not automatic but, rather, is awarded in the discretion of the court upon application of the party seeking such interest.[5]

The District Court subsequently determined that the proper resolution of the parties' claims turns on the

correct interpretation of §§ 52-356d (e) and 37-3a (a). The District Court further observed that the question of law presented by the parties' motions involves a matter of public interest for which there is no controlling appellate decision, constitutional provision or state statute.[6] Accordingly, the District Court certified the following two questions of law to this court, which we accepted: "(1) Does . . . § 52-356d (e) provide for the automatic accrual of [postjudgment] interest on all judgments in which an installment payment order has been entered by the court? (2) If [the first] question . . . is answered in the affirmative, what rate of [postjudgment] interest applies?" Our negative answer to the first question makes it unnecessary for us to consider the second question.

The statutory language at issue in the present case is set forth in General Statutes § 52-356d (e), which provides that "[i]nterest on a money judgment shall continue to accrue under any installment payment order on such portion of the judgment as remains unpaid." In addition, § 37-3a (a) provides that a court may, in its discretion, award interest of up to 10 percent on a debt that has been reduced to a judgment but which remains unpaid. See footnote 4 of this opinion. The plaintiff maintains that there is nothing in § 52-356d to indicate that interest automatically accrues on a debt that is owed on a money judgment for which the court has entered an installment payment order. In the plaintiff's view, § 52-356d (e) merely provides that postjudgment interest that already has been awarded on a money judgment in accordance with § 37-3a *continues* to accrue on any unpaid portion of the judgment *after* the court has entered an installment payment order pursuant to § 52-356d (a). The defendant asserts that § 52-356d (e) impliedly provides for the automatic accrual of postjudgment interest on the unpaid portion of a judgment when installment payments have been ordered by the court. According to the defendant, § 52-356d (e), in providing for the *continued* accrual of postjudgment interest until the debt has been paid, necessarily also requires, as a threshold matter, that such interest shall accrue in all cases in which the court has entered an installment payment order. In other words, under the defendant's interpretation of § 52-356d (e), the legislature, in mandating that interest on a money judgment "shall continue to accrue" under an installment payment order, "merely [was] emphas[izing] that postjudgment interest accrues until the payment of the judgment amount." We agree with the plaintiff's construction of § 52-356d (e).[7]

The issue of statutory construction that this case raises recently was addressed by the Appellate Court in *Discover Bank* v. *Mayer*, 127 Conn. App. 813, 17 A.3d 80 (2011), in which the court rejected a claim that postjudgment interest is mandatory under § 52-356d (e). See id., 818–19. In *Mayer*, the defendant, Rudolph

Mayer, had entered into an agreement with the plaintiff, Discover Bank, for a credit card account. Id., 814. Mayer incurred a substantial balance on the account but failed to make any payments, and Discover Bank commenced a collection action against Mayer. Id. In addition to money damages, Discover Bank sought, inter alia, postjudgment interest under § 37-3a. Id., 815. The trial court denied Discover Bank's request for postjudgment interest, and Discover Bank appealed from that portion of the trial court's judgment to the Appellate Court, claiming that the plain language of § 52-356d (e) "requires that interest accrue automatically on any unpaid portion of a judgment when installment payments have been ordered by the court." Id., 814. The Appellate Court rejected Discover Bank's claim, reasoning as follows: "Section 52-356d (e) provides that '[i]nterest on a money judgment shall continue to accrue under any installment payment order on such portion of the judgment as remains unpaid.' [Discover Bank] contends that the legislature's use of the word 'shall' makes the accrual of interest in installment payment order cases mandatory. [Discover Bank], however, ignores that the word 'shall' is juxtaposed with the word 'continue,' and not with the word 'accrue.' [Discover Bank's] reading would have the effect of rendering the word 'continue' inoperative. The word 'continue' means to 'keep up or maintain, especially without interruption, a particular condition, course, or series of actions.' [Webster's Third New International Dictionary]. The definition of the word 'continue' reveals that it presupposes, and relates in its operation, to an existing thing or condition, which in the case of § 52-356d (e), is the existence of an award of interest on a money judgment." *Discover Bank* v. *Mayer*, supra, 817.

The Appellate Court also explained the relationship between §§ 52-356d (e) and 37-3a (a). "Section 52-356d (e) is located within chapter 906 of the General Statutes, which is titled 'Postjudgment Procedures.' In General Statutes § 52-350a (15), 'postjudgment procedure is defined in relevant part as 'any procedure commenced after rendition of a money judgment . . . .' 'Money judgment' is defined in relevant part as 'a judgment, order or decree of the court calling in whole or in part for the payment of a sum of money . . . . General Statutes § 52-350a (13). Section 52-356d (a) provides in relevant part that '[w]hen a judgment is rendered against a natural person, the judgment creditor or judgment debtor may move the court for an order for installment payments in accordance with a money judgment. . . .' If a judgment debtor defaults on an installment payment order, the judgment creditor may apply for a wage execution. General Statutes § 52-356d (d). A 'money judgment may be enforced, by execution . . . to the amount of the money judgment with (1) all statutory costs and fees as provided by the general statutes, (2) *interest as provided by chapter 673 on the money judg-*

ment and on the costs incurred in obtaining the judgment, and (3) any attorney's fees allowed pursuant to section 52-400c.' . . . General Statutes § 52-350f. The relevant statute in chapter 673 is § 37-3a. Section 37-3a (a) provides in relevant part: "[I]nterest at the rate of ten per cent a year, and no more, *may be recovered* and allowed in civil actions . . . as damages for the detention of money after it becomes payable." (Emphasis in original.) *Discover Bank* v. *Mayer*, supra, 127 Conn. App. 817–18.

"It is apparent, therefore, that [for purposes of Discover Bank's claim under § 37-3a] the interest referred to in § 52-356d (e) is derived from an award of interest pursuant to § 37-3a. . . . '[A]n award of postjudgment interest is authorized by § 37-3a' . . . and '[a] decision to deny or grant postjudgment interest is primarily an equitable determination and a matter lying within the discretion of the trial court.' . . . Contrary to [Discover Bank's] contention, this exercise of discretion is not, in any way, circumscribed in cases [in which] installment payments have been ordered by the court. The plain language of § 52-356d (e), as well as its relationship with other statutes, makes clear that a judgment creditor may request postjudgment interest to accrue on a money judgment pursuant to § 37-3a, and that such interest, if awarded, shall continue to accrue on the unpaid portion of a money judgment in cases [in which] installment payments have been ordered by the court." (Citations omitted.) Id., 818–19. We fully agree with this analysis, which is applicable to the present case.[8]

In support of its contrary position, the defendant contends that the word "continue," as used in § 52-356d (e), refers to the continued or ongoing accrual of interest until all of the required installment payments have been made and the judgment finally has been satisfied. Under this interpretation of § 52-356d (e), the legislature necessarily intended for postjudgment interest to be awarded when the court enters an installment payment order because such interest could not "continue" to accrue under § 52-356d (e) unless that interest already had been awarded by the court in connection with the installment payment order. The defendant further claims that postjudgment interest is mandatory under § 52-356d (e) because that provision states that interest "*shall* continue to accrue" on the portion of the judgment that remains unpaid. (Emphasis added.) Although acknowledging that § 52-356d is silent with respect to the rate of interest, the defendant maintains that that rate is presumptively 10 percent, which is the maximum rate allowed under § 37-3a. See footnote 4 of this opinion.

At the very least, the defendant's construction is strained because it is predicated on a reading of § 52-356d (e) that attributes to the legislature an intent to provide for a mandatory award of postjudgment interest

only indirectly or impliedly. It seems highly unlikely that the legislature would have established such a mandatory requirement in terms so indefinite and indirect. We also are dubious about the interpretation that the defendant urges because there is nothing in the language of § 52-356d (e) to suggest a presumptive rate of interest, let alone a rate of interest of 10 percent. Even if we were to assume, however, that the defendant's interpretation of § 52-356d (e) is a plausible one, the construction that the plaintiff advances—a construction that is based on the plain import of the statutory language—is far more consonant with that language and, therefore, represents the more reasonable construction.

Our conclusion is buttressed by several other compelling considerations. First, § 52-356d (e) provides for "[i]nterest on a money judgment," not interest on an installment payment order. Each of these terms has a distinct meaning for purposes of the relevant statutory scheme, which, as we noted previously, is set forth in chapter 906 of the General Statutes. See General Statutes § 52-350a (9) and (13) (respectively defining terms "installment payment order" and "money judgment").[9] Although, as a practical matter, a money judgment and an installment payment order may be rendered at the same time, the statutory scheme presumes a judgment preceding an installment payment order. See General Statutes § 52-350a (15) (defining " '[p]ostjudgment procedure' " as "any procedure commenced *after rendition of a money judgment*, *seeking or otherwise involving* a discovery procedure, a placing of a lien on property, a modification or discharge of a lien, a property execution under section 52-356a, a turnover order, *an installment payment order*, a wage execution, a modification of a wage execution, a compliance order, a protective order or a determination of exemption rights" [emphasis added]). It is apparent, therefore, that § 52-356d (e) addresses the situation in which the court already has awarded interest on the money judgment in the exercise of its discretion under § 37-3a (a), and, thereafter, either the judgment creditor or the judgment debtor seeks and obtains an installment payment order from the court. When that occurs, § 52-356d (e) simply provides that the interest awarded on the money judgment prior to the entry of the installment payment order continues to accrue on the remaining balance on the judgment until all installment payments have been made. In light of this temporal relationship between the money judgment and the installment payment order, the reference in § 52-356d (e) to the *continuation* of the accrual of interest pertains to a preexisting order of interest on the money judgment, not to the imposition of interest triggered by the entry of an installment payment order.

In addition, when the legislature chooses to provide that interest shall be awarded as of right, it invariably

uses language that expressly mandates the assessment of such interest. See, e.g., General Statutes § 5-158h (b) ("installments shall include interest at five per cent a year"); General Statutes § 12-655 (b) ("interest shall accrue . . . at the rate of one per cent per month from the due date of such tax to the date of payment"); General Statutes § 17b-320 (c) ("interest at the rate of one per cent per month or fraction thereof shall accrue on such user fee from the due date of such user fee until the date of payment"); General Statutes § 25-93 ("[delinquent assessments] shall be subject to interest from the due date at the [rate provided by statute]"). In view of the fact that an award of postjudgment interest ordinarily is a matter that falls within the sound discretion of the trial court; see General Statutes § 37-3a (a); we are disinclined to presume that the legislature intended to require an award of such interest unless that result is dictated either by the express statutory language or by necessary implication from that language. No such language appears in § 52-356d (e).

Our conclusion that postjudgment interest is not automatic under § 52-356d (e) also is bolstered by the fact that § 52-356d (e) does not specify an interest rate that would be applicable when the court has not set a rate of interest. In other statutes that authorize the imposition of interest, either as a matter of right or as a matter of discretion, the legislature has specified a rate of interest, has specified a means by which to determine a rate of interest or has incorporated by reference some other statute that establishes a rate of interest. Indeed, several statutes specifically incorporate by reference § 37-3a. See, e.g., General Statutes § 4-61 (a) (involving actions against state on highway and public works contracts); General Statutes § 12-159a (a) (involving court orders in actions contesting validity of tax collector's deed); General Statutes § 31-300 (involving awards in workers' compensation cases); General Statutes § 36a-50 (b) (involving enforcement actions by banking commissioner).

Many other statutes authorize installment payments, and interest routinely is assessed under those provisions. All of those statutes, however, have two significant features that distinguish them from § 52-356d: the legislature expressly mandates the assessment of interest, and a rate of interest is specified. See, e.g., General Statutes § 5-158h (b) ("If [an] employee is financially unable to make [a] lump sum payment, the employee and the Retirement Commission may enter into a contract for payment of such amount in not more than one hundred thirty-one equal biweekly installments. Such installments *shall include interest at five per cent a year*, and the transfer to part A [of the retirement system] shall not be effective until all such installments have been paid." [Emphasis added.]); General Statutes § 5-175b ("If [an] employee is financially unable to complete the payment of the required contributions for [ser-

vice] credit prior to such date, the Retirement Commission and the employee may enter into a contract for payment of such amount in not more than fifty-two equal biweekly installments. *Such installments shall include interest at five per cent per year*, and such service credit shall not be granted unless payment of installments is completed." [Emphasis added.]); General Statutes § 12-146 ("If any tax due in a single installment or if any installment of any tax due in two or more installments is not paid in full . . . [by a specified date] on which it became due and payable, the whole or such part of such installment as is unpaid shall thereupon be delinquent and *shall be subject to interest* from the due date of such delinquent installment. Except for unpaid real estate taxes the collection of which was, or is, deferred under the provisions of section 12-174, and any predecessor and successor thereto, which unpaid real estate taxes continue to be subject to the provisions of such deferred collection statutes, the delinquent portion of the principal of any tax *shall be subject to interest at the rate of eighteen per cent per annum* from the time when it because due and payable until the same is paid . . . ." [Emphasis added.]); General Statutes § 12-376b (a) ("[t]he amount of tax paid in . . . installments shall bear interest in relation to the unpaid portion of [the succession and transfer] tax from the expiration of six months after the death of the decedent until such tax is paid *at the rate of one per cent per month or fraction thereof*" [emphasis added]); see also General Statutes § 25-93 ("[a]ny assessment against benefited property not paid within thirty days of the due date shall thereupon be delinquent and *shall be subject to interest from the due date at the same interest rate and in the same manner as provided by the general statutes in the case of delinquent taxes, provided, in the case of an assessment payable in installments, interest shall be computed on the entire unpaid balance of such assessment from the due date of the last installment which was paid, or from the due date of the assessment if no previous installment has been paid*" [emphasis added]). The absence of those features from § 52-356d (e) is strong evidence that the legislature did not intend to mandate interest under that statute. Indeed, it is highly unlikely that the legislature would intend for interest to accrue automatically without identifying an interest rate. Cf. General Statutes § 37-3c (providing that judgments in condemnation cases "shall include interest at a rate that is reasonable and just" and that, "[i]f a court does not set a rate of interest on the amount of compensation awarded, the interest shall be calculated [on the basis of the] . . . one-year constant maturity yield of United States Treasury securities . . . [and] shall accrue from the date of taking to the date of payment").

The defendant makes several arguments in support of its interpretation of § 52-356d (e), none of which is

persuasive. The defendant contends that certain legislative history pertaining to § 37-3a reflects a legislative awareness that § 52-356d (e) provides for a mandatory award of postjudgment interest. In particular, the defendant refers to the 2003 testimony of Grace Rollins, a consumer advocate, before the judiciary and public health committees, concerning proposed amendments to § 37-3a. See Conn. Joint Standing Committee Hearings, Public Health, Pt. 2, 2003 Sess., pp. 495–97; Conn. Joint Standing Committee Hearings, Judiciary, Pt. 6, 2003 Sess., pp. 1832–33. According to the defendant, Rollins' testimony reflects her belief that postjudgment interest is mandatory under § 52-356d (e). The defendant further asserts that, because no legislator took issue with Rollins' understanding of the import of § 52-356d (e), we must presume that those legislators shared that understanding. Although Rollins' view of the precise scope of § 52-356d (e) is by no means clear from her testimony, her view is wholly irrelevant to our construction of that provision because, contrary to the defendant's assertion, no inference possibly can be drawn from the mere fact that one or more legislators who may have been present at the committee hearings greeted Rollins' testimony with silence.

The defendant further asserts that § 52-356d (e) must be interpreted to provide for the automatic accrual of interest because a contrary interpretation will result in some judgment creditors being unable to recover the full amount of their judgments for a considerable period of time without any compensation for the economic loss associated with that delay. The defendant contends that this is an untenable result that the legislature could not have intended. This argument also lacks merit. As we previously explained, the legislature, by virtue of its enactment of § 37-3a, has afforded trial courts the discretion to award postjudgment interest or to deny it. Thus, the legislature necessarily is aware that a judgment creditor will not always receive interest on the unpaid portion of a money judgment. Moreover, although the defendant asserts that postjudgment interest is more important in installment payment cases because creditors are more likely to experience a delay in collecting on the judgment, there is nothing in § 37-3a (a) or § 52-356d (e) that prevents a trial court from awarding postjudgment interest when circumstances so warrant, and the defendant candidly acknowledges as much. Merely because the legislature has elected to require that judgment creditors seek postjudgment interest in cases involving installment payment orders does not mean that courts will not award such interest when it is appropriate to do so. Indeed, it bears noting that the defendant never sought such interest in the present case.

The defendant also claims that this court should construe § 52-356d (e) to mandate the automatic accrual of interest when a trial court orders installment payments

because other jurisdictions have enacted statutes to achieve that result. As we previously explained, however, the legislature expressly has provided that, under § 37-3a (a), awards of postjudgment interest ordinarily are discretionary, and § 52-356d (e), fairly construed, contains no exception to that general rule. But cf. General Statutes § 37-3b (a) (postjudgment interest mandatory in cases involving negligence). The fact that other jurisdictions have enacted statutes pursuant to which postjudgment interest accrues automatically at the same rate for all judgments sheds no light on the intention of our legislature, which has charted a different course.

The defendant next asserts that § 52-356d (e) must be construed to impose interest automatically on installment payments because, "[in the absence of] the payment of interest, the judgment debtor has no incentive to pay off the judgment . . . . In fact, there are no other consequences to a judgment debtor for failure to pay a judgment." (Citations omitted.) The defendant is incorrect. General Statutes § 52-356d (d) specifically provides that, upon "the judgment debtor's default on payments . . . the judgment creditor may apply for a wage execution pursuant to section 52-361a." Indeed, after the plaintiff in the present case failed to make several installment payments, the defendant secured a bank execution for the entire amount of the judgments.

Finally, the defendant claims that *Sears, Roebuck & Co.* v. *Board of Tax Review*, 241 Conn. 749, 699 A.2d 81 (1997) (*Sears*), and *Suffield Development Associates Ltd. Partnership* v. *National Loan Investors, L.P.*, 97 Conn. App. 541, 905 A.2d 1214, cert. denied, 280 Conn. 942, 943, 912 A.2d 479 (2006) (*Suffield Development*), support its contention that § 52-356d (e) provides for mandatory postjudgment interest at a rate of 10 percent in cases in which an installment payment order has been entered. Contrary to the defendant's claim, neither case bears on the proper interpretation of § 52-356d (e). In *Sears*, this court concluded, inter alia, that § 37-3a (a) provides for a *maximum* rate of interest of 10 percent, with discretion afforded to the trial court to order interest at a lesser rate. *Sears, Roebuck & Co.* v. *Board of Tax Review*, supra, 765–66. In *Suffield Development*, the Appellate Court merely explained that, under § 37-3a (a), an interest rate of less than 10 percent is presumptively valid, and therefore will be upheld, unless the party challenging the rate set by the court can demonstrate that it represents an abuse of discretion. See *Suffield Development Associates Ltd. Partnership* v. *National Loan Investors, L.P.*, supra, 568–71. It is apparent that these cases are irrelevant to our resolution of the present case.[10]

The answer to the first certified question is: No.[11]

No costs shall be taxed in this court to either party.

In this opinion ROGERS, C. J., and NORCOTT, EVELEIGH and HARPER, Js., concurred.

[1] General Statutes § 51-199b (d) provides in relevant part: "The Supreme Court may answer a question of law certified to it by a court of the United States . . . if the answer may be determinative of an issue in pending litigation in the certifying court and if there is no controlling appellate decision, constitutional provision or statute of this state."

[2] General Statutes § 52-356d provides in relevant part: "(a) When a judgment is rendered against a natural person, the judgment creditor or judgment debtor may move the court for an order for installment payments in accordance with a money judgment. After hearing and consideration of the judgment debtor's financial circumstances, the court may order installment payments reasonably calculated to facilitate payment of the judgment.

* * *

"(c) Notwithstanding the hearing requirement of subsection (a) of this section, on motion of the judgment creditor for an order of nominal payments, the court shall issue ex parte, without hearing, an order for nominal installment payments. . . . Such an order for nominal payments may be modified on motion of either party . . . .

"(d) An installment payment order shall not be enforced by contempt proceedings, but on the judgment debtor's default on payments thereon, the judgment creditor may apply for a wage execution pursuant to section 52-361a.

"(e) Interest on a money judgment shall continue to accrue under any installment payment order on such portion of the judgment as remains unpaid.

"(f) On motion of either party and after notice and hearing or pursuant to a stipulation, the court may make such modification of an installment payment order as is reasonable."

[3] Under the Fair Debt Collection Practices Act, a debt collector is prohibited from engaging in unfair practices, including "[t]he false representation of . . . the character, amount, or legal status of any debt"; 15 U.S.C. § 1692e (2) (A) (2006); and "[t]he collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law." 15 U.S.C. § 1692f (1) (2006).

[4] General Statutes § 37-3a (a) provides in relevant part: "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 . . . including actions to recover money loaned at a greater rate, as damages for the detention of money after it becomes payable. . . ."

[5] As the District Court noted in its amended certification order, in the Second Circuit, a mistake of law is not a defense under the Fair Debt Collection Practices Act. *Ballou* v. *Law Offices Howard Lee Schiff, P.C.*, 713 F. Sup. 2d 79, 82 (D Conn. 2010); see, e.g., *Pipiles* v. *Credit Bureau of Lockport, Inc.*, 886 F.2d 22, 27 (2d Cir. 1989).

[6] At the time of the District Court's amended certification order, there was no controlling appellate decision on the issue of whether postjudgment interest automatically accrues under § 52-356d (e). As we discuss more fully hereinafter, following the District Court's amended certification order but prior to oral argument before this court, the Appellate Court issued its decision in *Discover Bank* v. *Mayer*, 127 Conn. App. 813, 819, 17 A.3d 80 (2011), in which the court held that postjudgment interest is discretionary for purposes of an installment payment order entered pursuant to § 52-356d (a).

[7] We note that whether § 52-356d (e) provides for the automatic accrual of postjudgment interest presents a question of statutory interpretation. "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 . . . . 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. . . . When a statute is not plain and unambiguous, we also look for interpretive guidance 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.) *Dept. of Public Safety* v. *Freedom of Information Commission*, 298 Conn. 703, 720–21, 6 A.3d 763 (2010).

[8] The concurrence claims that our reliance on *Discover Bank* is misplaced because that case stands for the proposition that interest on an installment payment order may be awarded under § 37-3a *only*, and not under General Statutes § 37-1, which, in contrast to § 37-3a, provides for a mandatory award of interest. See General Statutes § 37-1 (a) (''[t]he compensation for forbearance of property loaned at a fixed valuation, or for money, shall, in the absence of an agreement to the contrary, be at the rate of eight per cent a year''). The concurrence misreads *Discover Bank*, which speaks in terms of § 37-3a, because the sole issue in that case, as in the present case, concerned the interrelationship between §§ 52-356d (e) and 37-3a (a). See *Discover Bank* v. *Mayer*, supra, 127 Conn. App. 814–15. There is nothing in *Discover Bank* to suggest that § 37-1 is inapplicable generally to installment payment orders because § 37-1 simply was not implicated in that case. Indeed, the court's decision in *Discover Bank* contains no reference to § 37-1. Thus, we agree with the reasoning and holding of *Discover Bank* because the court in that case correctly analyzed the statutory provisions at issue, namely, §§ 52-356d (e) and 37-3a (a), in concluding that interest is discretionary under those specific provisions. See id., 818–19.

[9] General Statutes § 52-350a provides in relevant part: ''For the purposes of this chapter and section 49-51, unless the context otherwise requires:

* * *

''(9) 'Installment payment order' means the fixing by the court of a sum to be paid periodically by the judgment debtor until satisfaction of a *money judgment*.

* * *

''(13) 'Money judgment' means a judgment, order or decree of the court calling in whole or in part for the payment of a sum of money, other than a family support judgment. Money judgment includes any such money judgment of a small claims session of the Superior Court . . . .'' (Emphasis added.)

[10] The concurrence asserts that the present case necessarily implicates General Statutes § 37-1; see footnote 8 of this opinion; and therefore maintains that we have ''not fully address[ed]'' the certified questions in the present case because we have not addressed § 37-1. For this reason, and in order to ''clarify that the majority opinion should not be read as altering this court's precedent concerning the application of § 37-1, which allows for parties to agree to nonusurious rates of postjudgment interest,'' the concurrence discusses § 37-1 at length.

Because § 37-1 has no bearing on the present case, it is inappropriate to address it. As the concurrence concedes, at no time during the litigation of this matter, either in the District Court or in this court, has the defendant ever argued that § 37-1 supports its claim of entitlement to postjudgment interest under the facts of this case. Indeed, the defendant expressly alleged, as an affirmative defense to the plaintiff's claim under the federal Fair Debt Collection Practices Act, that, at all relevant times, it ''has *relied* [*on*] *§ 52-356d (e) as authority for the imposition of postjudgment interest* against a debtor who has made payments on the judgment amount under an installment payment order . . . .'' (Emphasis added.) Thus, the defendant has elected to defend against the plaintiff's action under the Fair Debt Collection Practices Act, both as a matter of fact and as a matter of law, based solely and exclusively on its purported right to interest under § 52-356d (e), with the amount of interest to be governed by § 37-3a (a). In fact, the clarity of the defendant's position is reflected in the District Court's explanation for seeking certification. In its amended certification order, the District Court stated that it is ''clear . . . that this case turn[s] on an important undecided question of state law'' that involves the interpretation of ''§ 37-3a (a)'' and ''§ 52-356d.'' *Ballou* v. *Law Offices Howard Lee Schiff, P.C.*, 713 F. Sup. 2d 79, 80–81 (D Conn. 2010). Consistent with its claim concerning the applicability of § 52-356d (e) only, the defendant has not briefed the issue of how § 37-1 is relevant to the present case, and, consequently, the defendant has waived any claim that it conceivably might have raised under § 37-1. See, e.g., *State* v. *Saucier*, 283 Conn. 207, 223, 926 A.2d 633 (2007) (claim that has not been briefed generally is considered abandoned). Moreover, the defendant is a law firm specializing in creditors' rights and collection law, and we cannot imagine that a party so sophisticated in the area of law involved in this appeal would inadvertently fail to identify § 37-1 as a basis

for obtaining postjudgment interest. On the contrary, we must presume that the defendant's failure even to mention § 37-1 reflects the defendant's considered view that § 37-1 provides no support for its contention that it did not violate the provisions of the Fair Debt Collection Practices Act—a presumption that is confirmed by the complete absence of any facts in the record to support a claim under § 37-1, such as an agreement by the parties concerning interest. In addition, because the parties have not briefed the issue of the possible applicability of § 37-1, it would be improper for us to address that question, at least without affording the parties an opportunity to brief it. See, e.g., *Sequenzia* v. *Guerrieri Masonry, Inc.*, 298 Conn. 816, 821, 9 A.3d 322 (2010) ("We long have held that, in the absence of a question relating to subject matter jurisdiction, the [reviewing] [c]ourt may not reach out and decide a case before it on a basis that the parties never have raised or briefed. . . . To do otherwise would deprive the parties of an opportunity to present arguments regarding those issues." [Internal quotation marks omitted.]).

Furthermore, because we do not address the applicability of § 37-1, we do not understand the asserted need of the concurrence to address § 37-1 for the purpose of "clarify[ing]" that the majority opinion "should not be read as altering this court's precedent concerning the application of § 37-1 . . . ." We do not see how our opinion possibly could be construed as altering this court's jurisprudence concerning § 37-1 in view of the fact that we expressly decline to address that provision.

Finally, it is by no means clear that an extension of credit pursuant to a credit card agreement represents the kind of loan agreement that falls within the purview of § 37-1. Indeed, the concurrence does not cite any Connecticut case that so holds. Because the present case does not implicate § 37-1, there simply is no reason to address that unresolved, and potentially thorny, issue of first impression.

In sum, we would not hesitate to exercise our authority to expand the certified question if we believed that doing so would assist the District Court in its resolution of the matter before it. For the foregoing reasons, however, we conclude that an expansion of the certified questions, as the concurrence urges, is inappropriate in this instance, both because it would serve no useful purpose and because there are compelling countervailing reasons not to do so.

[11] Because we answer the first certified question in the negative, we need not answer the second certified question.