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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.<sup>1</sup>

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.

<sup>&</sup>lt;sup>1</sup> In other words, the legislature says what it means and means what it says.