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ROCHDI MAGHFOUR *v.* CITY OF WATERBURY
(SC 20502)

Robinson, C. J., and McDonald, D'Auria, Mullins,
Kahn, Ecker and Keller, Js.

Syllabus

The plaintiff, an employee of the defendant city, sought to resolve a dispute concerning a lien the city placed on certain settlement proceeds that he had received as a result of a motor vehicle accident that occurred in 2016. At all relevant times, the city was self-insured and paid for the medical care that the plaintiff received in connection with the accident. In July, 2017, the legislature passed an amendment (P.A. 17-165, § 1) to a statute (§ 7-464) concerning group insurance benefits for municipal employees that allowed a self-insured city that provides health benefits for its employees to file a lien on the portion of any settlement proceeds that represents payment for medical expenses incurred by a city employee when such expenses result from the negligence or recklessness of a third party. Later in July, 2017, the plaintiff filed an action against the third-party tortfeasor who had caused the plaintiff to sustain injuries in the accident. Thereafter, on October 1, 2017, P.A. 17-165, § 1, became effective. In October, 2018, the city filed a notice of lien, claiming a right to reimbursement for amounts that it had paid for the plaintiff's medical expenses from any judgment or settlement the plaintiff might receive arising from the accident. Approximately one week later, the plaintiff settled his civil action against the third-party tortfeasor. The plaintiff then brought the present action, claiming that P.A. 17-165, § 1, did not authorize the lien filed by the city because the plaintiff's injuries occurred and his action against the third-party tortfeasor was commenced before the effective date of P.A. 17-165, § 1. The trial court granted the plaintiff's motion for summary judgment and rendered judgment thereon, concluding, inter alia, that the legislature did not expressly indicate that it intended for P.A. 17-165, § 1, to apply retroactively to pending actions and, therefore, that the statute (§ 55-3) precluding a new law that imposes any new obligation from being construed to have retroactive effect barred the city's lien. On the city's appeal from the trial court's judgment, *held* that the trial court properly granted the plaintiff's motion for summary judgment, as that court correctly determined that the city's lien stemmed from an improper, retroactive application of P.A. 17-165, § 1: the legislature did not explicitly provide that P.A. 17-165, § 1, should apply retroactively, and, because that public act created a new right for a self-insured municipality to assert a lien to recover medical expenses that it has paid and eliminated the right of a municipal employee to retain sums that he or she recovers from a third-party tortfeasor if those sums represent medical expenses paid by the municipality, P.A. 17-165, § 1, was substantive, and, pursuant to § 55-3, could operate prospectively only; moreover, there was no merit to the city's claim that allowing it to place a lien on the plaintiff's settlement proceeds would not effect a retroactive application of P.A. 17-165, § 1, in view of the fact that the plaintiff settled his action against the third-party tortfeasor after the effective date of that public act, as the settlement was not independent of the motor vehicle accident that ultimately led to the settlement and that occurred prior to the public act's effective date.

Argued December 8, 2020—officially released August 3, 2021*

Procedural History

Action for interpleader to resolve a dispute concerning a lien claimed by the defendant on certain settlement proceeds, brought to the Superior Court in the judicial district of Waterbury, where the court, *Roraback, J.*, granted the plaintiff's motion for summary judgment, denied the defendant's motion for summary judgment,

74 and rendered judgment for the plaintiff, from which the
76 defendant appealed. *Affirmed.*

78 *Daniel J. Foster*, corporation counsel, for the appel-
lant (defendant).

80 *Jonathan H. Dodd*, for the appellee (plaintiff).

84 MULLINS, J. The defendant, the city of Waterbury
85 (city), appeals from the judgment of the trial court ren-
86 dered in favor of the plaintiff, Rochdi Maghfour. On
87 appeal, the city contends that the trial court improperly
88 granted the plaintiff's motion for summary judgment
89 because it erroneously concluded that General Statutes
90 § 7-464, as amended by § 1 of No. 17-165 of the 2017
91 Public Acts (P.A. 17-165), did not authorize the city's
92 lien in this case. We disagree and, accordingly, affirm
93 the judgment of the trial court.

94 The following undisputed facts, as found by the trial
95 court and contained in the record, and procedural his-
96 tory are relevant to our disposition of this appeal. On
97 June 20, 2016, the plaintiff was injured in a motor vehicle
98 accident. He was an employee of the city, which is a
99 self-insured municipality. Therefore, the city paid for
100 medical care resulting from his injuries.

101 On July 14, 2017, the plaintiff initiated an action
102 against the third-party tortfeasor who had caused his
103 injuries in the motor vehicle accident. Earlier that
104 month, the legislature had enacted P.A. 17-165, § 1,
105 which amended § 7-464 by adding subsections (c) and
106 (d).¹ See P.A. 17-165, § 1; 60 S. Proc., Pt. 8, 2017 Sess.,
107 pp. 3076–77, 3101–3102; 60 H.R. Proc., Pt. 13, 2017 Sess.,
108 pp. 5329–35. The new subsections allow a self-insured
109 city, town, or borough to file a lien on the portions of
110 judgments or settlements that represent payment for
111 medical expenses incurred by its employees when such
112 expenses result from the negligence or recklessness of
113 a third party. See P.A. 17-165, § 1. Public Act 17-165,
114 § 1, had an effective date of October 1, 2017.

115 After the effective date of P.A. 17-165, § 1, the city
116 filed a notice of lien dated October 15, 2018, with the
117 plaintiff's attorney. In that notice, the city claimed a
118 right to reimbursement of medical expenses for which
119 it had paid from any judgment or settlement the plaintiff
120 might receive arising from his June 20, 2016 motor vehi-
121 cle accident. Thereafter, on October 23, 2018, the plain-
122 tiff settled his civil action against the third-party tortfea-
123 sor.

124 Following the settlement, the plaintiff and the city
125 could not reach an agreement to resolve the issue of
126 whether the city was entitled to a lien on the settlement
127 for the amount of the medical expenses it had paid.
128 Consequently, the plaintiff initiated the present action
129 in the trial court contesting the validity of the city's lien
130 on the proceeds of his settlement.² In his petition, the
131 plaintiff claimed that § 7-464, as amended by P.A. 17-
132 165, § 1, did not authorize the lien filed by the city
133 because the plaintiff's injury occurred and his action
134 against the third-party tortfeasor was commenced
135 before the effective date of the act.

136 Each party filed a motion for summary judgment. The

137 trial court granted the plaintiff's motion for summary
138 judgment and denied the city's motion for summary
139 judgment. In doing so, the trial court concluded that
140 the legislature did not expressly indicate that it intended
141 for P.A. 17-165, § 1, to apply retroactively to pending
142 actions and, therefore, that General Statutes §§ 1-1 (u)³
143 and 55-3⁴ barred the lien from affecting pending litigation
144 and from applying retroactively. This appeal followed.⁵
145

146 On appeal, the city asserts that the trial court improperly
147 granted the plaintiff's motion for summary judgment because
148 the plain language and legislative intent of § 7-464, as amended
149 by P.A. 17-165, § 1, indicate that the city's lien would apply
150 to the proceeds of the plaintiff's settlement reached after the act's
151 effective date. The city contends that, because the plaintiff reached
152 his settlement after the effective date of P.A. 17-165,
153 § 1, and the plain language of the statute applies to settlements,
154 its lien under the act would not operate retroactively in the
155 present case. According to the city's reasoning, P.A. 17-165, § 1,
156 simply applies to any settlements reached after the effective date
157 of the act. The plaintiff responds that the trial court correctly
158 determined that the city was not authorized to file a lien on
159 the proceeds of his settlement in this matter because § 55-3 bars
160 P.A. 17-165, § 1, from applying retroactively and § 1-1 (u) prevents
161 it from applying to existing litigation.
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165 We begin by setting forth the standard of review governing
166 this appeal. "The scope of our review of the trial court's decision
167 to grant the [plaintiff's] motion for summary judgment is plenary."
168 *Shoreline Shellfish, LLC v. Branford*, 336 Conn. 403, 410, 246 A.3d 470
169 (2020). "To the extent that the trial court's decision . . .
170 . . . requires us to construe a [statute], our review is also plenary
171 and is guided by our well established legal principles regarding
172 statutory construction. . . . In construing statutes, General Statutes
173 § 1-2z directs us first to consider the text of the statute itself
174 and its relationship to other statutes. If, after examining such text
175 and considering such relationship, the meaning of such text is plain
176 and unambiguous and does not yield absurd or unworkable results,
177 extratextual evidence of the meaning of the statute shall not be
178 considered." (Citations omitted; internal quotation marks omitted.)
179 *Id.*, 410–11.
180
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183 Both the plaintiff and the city agree that their competing
184 motions for summary judgment gave rise to no genuine issue as to
185 any material fact. Thus, the issue of whether the trial court properly
186 granted the plaintiff's motion for summary judgment turns solely on a
187 point of statutory interpretation, namely, whether, as a matter of law,
188 § 7-464, as amended by P.A. 17-165, § 1, authorizes the city to file
189 a lien on the plaintiff's settlement from his civil action against the
190 third-party tortfeasor.
191

192 As instructed by § 1-2z, we begin our analysis with
193 the text of § 7-464 (c), which provides in relevant part
194 that “[a] self-insured town, city or borough that provides
195 group health benefits for its employees has a lien on
196 that part of a judgment or settlement that represents
197 payment for economic loss for medical, hospital and
198 prescription expenses incurred by its employees and
199 their covered dependents and family members when
200 such expenses result from the negligence or reckless-
201 ness of a third party. . . .” As we noted previously,
202 P.A. 17-165, § 1, provided that the amendment to § 7-464
203 became effective on October 1, 2017. The legislature,
204 however, did not expressly indicate whether it intended
205 the amendment to apply retroactively to events that
206 occurred before its effective date, such as the plaintiff’s
207 motor vehicle accident. Therefore, the plain language
208 of the statute does not answer the question on appeal,
209 and we must examine the relationship of § 7-464 (c)
210 with our law governing the retroactivity of statutes.

211 “In considering the question of whether a statute may
212 be applied retroactively, we are governed by certain
213 well settled principles, [pursuant to] which our ultimate
214 focus is the intent of the legislature in enacting the
215 statute. . . . [O]ur point of departure is . . . § 55-3
216” (Internal quotation marks omitted.) *King v.*
217 *Volvo Excavators AB*, 333 Conn. 283, 292, 215 A.3d
218 149 (2019). Section 55-3 provides: “No provision of the
219 general statutes, not previously contained in the stat-
220 utes of the state, which imposes any new obligation on
221 any person or corporation, shall be construed to have a
222 retrospective effect.” “[W]e have uniformly interpreted
223 § 55-3 as a rule of presumed legislative intent that stat-
224 utes affecting substantive rights shall apply prospec-
225 tively only. . . . In civil cases, however, unless consid-
226 erations of good sense and justice dictate otherwise, it
227 is presumed that procedural statutes will be applied
228 retrospectively. . . . [Although] there is no precise def-
229 inition of either [substantive or procedural law], it is
230 generally agreed that a substantive law creates, defines
231 and regulates rights while a procedural law prescribes
232 the methods of enforcing such rights or obtaining
233 redress. . . . Procedural statutes . . . therefore leave
234 the preexisting scheme intact.”⁶ (Internal quotation
235 marks omitted.) *King v. Volvo Excavators AB*, *supra*,
236 292.

237 Because the legislature did not expressly provide that
238 P.A. 17-165, § 1, should apply retroactively, the pre-
239 sumption stands that, if § 7-464, as amended by the act,
240 affects *substantive rights*, then it shall apply prospec-
241 tively only. See *id.* Here, then, we must determine whether
242 § 7-464, as amended by P.A. 17-165, § 1, affects a sub-
243 stantive or procedural right in order to answer the ques-
244 tion of whether the city is entitled to the lien in this case.

245 Prior to the passage of P.A. 17-165, § 1, a self-insured
246 municipality did not have the express right to assert a

247 lien to recover medical expenses paid as benefits from
248 the proceeds of an employee’s litigation against third-
249 party tortfeasors.⁷ See, e.g., P.A. 17-165, § 1; see also,
250 e.g., Conn. Joint Standing Committee Hearings, Plan-
251 ning and Development, Pt. 1, 2017 Sess., p. 247, remarks
252 of Representative Stephanie E. Cummings (state repre-
253 sentative who previously spoke with city’s leadership
254 acknowledged during her testimony in support for pas-
255 sage of house bill that became P.A. 17-165, § 1, that, as
256 self-insured municipality, city lacked right under Con-
257 necticut law to recover collateral source benefits). After
258 P.A. 17-165, § 1, went into effect, however, a self-insured
259 municipality had the right to assert a lien to recover
260 medical expenses it had paid. See General Statutes § 7-
261 464 (c) and (d).

262 The statutory change thus confers a new right on a
263 self-insured municipality, such as the city. Correspond-
264 ingly, the statute, as amended, simultaneously elimi-
265 nates the right of plaintiffs, held prior to the enactment
266 of P.A. 17-165, § 1, to retain sums they recover from
267 negligent or reckless third-party tortfeasors who have
268 harmed them if those sums represent medical expenses
269 paid by the municipality. Thus, because P.A. 17-165, § 1,
270 created a new right for self-insured municipalities and
271 limited the rights of their employees, we conclude that
272 § 7-464, as amended by the act, is substantive. See, e.g.,
273 *Koskoff, Koskoff & Bieder v. Allstate Ins. Co.*, 187 Conn.
274 451, 455–57, 446 A.2d 818 (1982) (holding that amend-
275 ment affecting insurance company’s lien recovery
276 amount was substantive rather than procedural); see
277 also, e.g., *Little v. Ives*, 158 Conn. 452, 457, 262 A.2d 174
278 (1969) (“[l]egislation which limits or increases statutory
279 liability has generally been held to be substantive in
280 nature”).⁸ The statute therefore must operate prospec-
281 tively only.

282 The city asserts that allowing it to file a lien on the
283 plaintiff’s settlement proceeds in the present case
284 would not present a retroactive application of the stat-
285 ute. Specifically, the city asserts that, because the plain-
286 tiff settled his action against the third-party tortfeasor
287 on October 23, 2018, after the effective date of P.A. 17-
288 165, § 1—which was October 1, 2017—upholding its
289 lien does not require a retroactive application of the
290 act. We disagree.

291 As this court has previously concluded, “a statute
292 does not operate retrospectively merely because it is
293 applied in a case arising from conduct antedating the
294 statute’s enactment . . . or upsets expectations based
295 in prior law. *Rather, the court must ask whether the new*
296 *provision attaches new legal consequences to events*
297 *completed before its enactment.”* (Emphasis in original;
298 internal quotation marks omitted.) *Shannon v. Com-*
299 *missioner of Housing*, 322 Conn. 191, 204, 140 A.3d
300 903 (2016). In other words, “a law has retroactive effect
301 when it would impair rights a party possessed when he

302 acted, increase a party's liability for past conduct, or
303 impose new duties with respect to transactions already
304 completed." (Internal quotation marks omitted.) Id.,
305 205–206. This court further cautioned that "[t]he conclu-
306 sion that a particular rule operates retroactively comes
307 at the end of a process of judgment concerning the
308 nature and extent of the change in the law and the
309 degree of connection between the operation of the new
310 rule and a relevant past event." (Internal quotation
311 marks omitted.) Id., 204. Moreover, this court noted
312 that "[a]ny test of retroactivity will leave room for dis-
313 agreement in hard cases, and is unlikely to classify the
314 enormous variety of legal changes with perfect philo-
315 sophical clarity." (Internal quotation marks omitted.)
316 Id.

317 We conclude that allowing the city to pursue statutory
318 lien rights in the present case would result in an
319 improper, retroactive application of P.A. 17-165, § 1,
320 because it would attach new legal consequences to
321 events completed before the act's effective date. Those
322 events are the legal rights to which the plaintiff became
323 entitled as a result of personal injuries sustained by
324 him on June 20, 2016, the date of the motor vehicle
325 accident. The act impaired the right of the plaintiff to
326 obtain compensation for personal injuries caused by
327 the tortfeasor's negligence on certain conditions, one
328 of those being that any such recovery would be free
329 and clear of any claims by the city requiring repayment
330 of sums expended for medical care relating to those
331 injuries. Public Act 17-165, § 1, created a new liability
332 or obligation on the part of the plaintiff to pay proceeds
333 of his settlement to the city to reimburse the city for
334 past payments made by it. It also created a correlative,
335 new right entitling the city to obtain reimbursement for
336 medical expenses from the proceeds of the plaintiff's
337 settlement.

338 Indeed, neither the plaintiff's obligation nor the city's
339 corresponding right existed at the time of the plaintiff's
340 motor vehicle accident or at the time the city paid most
341 of the medical expenses, and, in this particular case,
342 even the commencement of the plaintiff's underlying
343 civil action predated the effective date of P.A. 17-165,
344 § 1. Thus, applying P.A. 17-165, § 1, to a settlement
345 related to a motor vehicle accident that occurred prior
346 to the effective date of the act is a retroactive applica-
347 tion of the act. Contrary to the city's position, the settle-
348 ment does not stand on its own. Rather, the settlement
349 stems from the motor vehicle accident that occurred
350 prior to the effective date of P.A. 17-165, § 1, and the
351 respective substantive rights and obligations of the par-
352 ties relating to that accident cannot be altered retroac-
353 tively. Accordingly, we conclude that allowing the city
354 to file a lien on the plaintiff's settlement proceeds in the
355 present case would constitute an improper, retroactive
356 application of the act.

357 In summary, because the legislature did not explicitly
358 provide that § 7-464, as amended by P.A. 17-165, § 1,
359 should apply retroactively, and, because it is substan-
360 tive in nature, § 55-3 requires that the statute operate
361 prospectively. The postevent amendments to § 7-464
362 cannot attach new legal consequences to the plaintiff's
363 motor vehicle accident, from which his settlement
364 arose. Therefore, the trial court correctly determined
365 that the city's lien stemmed from an improper, retroac-
366 tive application of P.A. 17-165, § 1, and properly granted
367 the plaintiff's motion for summary judgment.

368 The judgment is affirmed.

369 In this opinion the other justices concurred.

371 * August 3, 2021, the date that this decision was released as a slip opinion,
372 is the operative date for all substantive and procedural purposes.

373 ¹ General Statutes § 7-464 provides in relevant part: "(c) A self-insured
374 town, city or borough that provides group health benefits for its employees
375 has a lien on that part of a judgment or settlement that represents payment
376 for economic loss for medical, hospital and prescription expenses incurred
377 by its employees and their covered dependents and family members when
378 such expenses result from the negligence or recklessness of a third
379 party. . . ."

380 * * *

381 "(d) As used in subsection (c) of this section: (1) 'Self-insured town, city
382 or borough' means a town, city or borough that provides group health
383 benefits to its employees by paying submitted medical, hospital and prescrip-
384 tion expense claims from its revenues"

385 ² The plaintiff initiated this action under § 7-464 (c) (4) (C), which provides
386 in relevant part: "If agreement cannot be reached on the application of
387 equitable defenses to the claimed lien amount, then either the employee,
388 covered dependent, family member or the self-insured town, city or borough
389 may petition the Superior Court for resolution on the application of equitable
390 defenses. . . ."

391 The parties do not dispute that the trial court had jurisdiction to hear the
392 plaintiff's claim, so we do not address the issue of whether the plaintiff's
393 action was appropriately brought under § 7-464 (c) (4) (C).

394 ³ General Statutes § 1-1 (u) provides: "The passage or repeal of an act
395 shall not affect any action then pending."

396 ⁴ General Statutes § 55-3 provides: "No provision of the general statutes,
397 not previously contained in the statutes of the state, which imposes any
398 new obligation on any person or corporation, shall be construed to have a
399 retrospective effect."

400 ⁵ The city appealed from the judgment of the trial court to the Appellate
401 Court, and we transferred the appeal to this court pursuant to General
402 Statutes § 51-199 (c) and Practice Book § 65-1.

403 ⁶ The city asserts on appeal that the trial court incorrectly determined
404 that § 1-1 (u) applied to its lien because the lien was not at issue in the
405 plaintiff's civil action against the third-party tortfeasor and, therefore, would
406 not affect that action. The plaintiff responds that the trial court correctly
407 determined that § 1-1 (u) bars P.A. 17-165, § 1, from affecting his litigation,
408 as it was pending at the time of the act's effective date. We need not decide
409 whether § 1-1 (u) is applicable to this case because we conclude that § 55-
410 3 is dispositive of the matter.

411 ⁷ Any right to subrogation or a lien under the workers' compensation
412 scheme did not apply in the present case because there was no allegation
413 that the plaintiff's injuries occurred during the course of his employment
414 with the city. Prior to the passage of P.A. 17-165, § 1, General Statutes § 52-
415 225c prohibited the city from recovering the amount of benefits provided
416 to the plaintiff as a collateral source.

417 ⁸ Public Act 17-165, § 1, also imposes a new obligation on the plaintiff
418 that did not previously exist, namely, that he was being forced to pay money
419 in the form of a lien from a sum he recovered as a result of his applicable
420 settlement under § 7-464 (c). See, e.g., *Little v. Ives*, supra, 158 Conn. 453-57
421 (holding that statute could not apply retroactively under § 55-3 when it
422 imposed new obligation and liability on defendant highway commissioner,
423 i.e., filing certificate of taking within reasonable amount of time after filing

424 highway layout map and being subject to paying additional damages for not
425 doing so, respectively).

426