Waiver does not have to be express, but may consist of acts or conduct from which waiver may be implied. . . . In other words, waiver may be inferred from the circumstances if it is reasonable to do so." (Internal quotation marks omitted.) Id., 429–30. "[B]ecause waiver [is a question] of fact . . . we will not disturb the trial court's [finding] unless [it is] clearly erroneous." (Internal quotation marks omitted.) *Northland Two Pillars, LLC* v. *Harry Grodsky & Co.*, 133 Conn. App. 226, 230, 35 A.3d 333 (2012).

We conclude that the court's finding of consent to the requested extension is clearly erroneous. First, Judge Wenzel's suggestion that Judge Sommer had made a finding that the defendant had consented to the extension is inaccurate. Our review of Judge Sommer's remarks during the February 22, 2018 status conference reveals that she stated that the defendant had not responded to the requested extension, had not appeared for the status conference, and that she was proceeding with the agreement of the plaintiff's counsel to the requested extension.

Moreover, although we do not condone the defendant's failure to respond to the case flow coordinator's e-mail requesting his consent to an extension, we cannot construe his silence in failing to respond to an e-mail from the case flow coordinator as a waiver of the 120 day filing deadline. With respect to the defendant's failure to appear for the status conference, we observe that the JDNO notice scheduling the conference, of which Judge Wenzel took judicial notice, incorrectly identified its location as 1061 Main Street in Bridgeport, when the hearing actually took place in Stamford. Again, although we do not condone the defendant's failure to communicate with the court or the plaintiff's counsel following his missing the status conference, we canot construe his failure to appear at the status conference held at the Stamford Superior Court as a

waiver of the 120 day filing deadline. Because the defendant timely filed his motion for reassignment, and there was no evidence in the record to support a finding of consent to an extension or waiver of the 120 day filing deadline, the court was required to order that the matter be reassigned to another judge. See *Reyes* v. *Bridgeport*, supra, 134 Conn. App. 431–32. We thus conclude that the court erred in denying the defendant's motion for reassignment. Accordingly, we reverse the court's ruling on the plaintiff's motion for order.

II

We next address the defendant's claim that the court improperly granted the plaintiff's motion to modify alimony. In his request for relief, the defendant asks this court to "reverse the judgment of the trial court and remand the matter for a new hearing." We agree with the defendant that the court improperly granted the plaintiff's motion to modify alimony and that he is entitled to a new hearing.

Before turning to the merits of the defendant's claim with respect to the plaintiff's motion to modify alimony, we note that the defendant also claims on appeal that the court, following the issuance of its decision on the plaintiff's motion to modify alimony, improperly granted the plaintiff's motion to correct and issued a corrected memorandum of decision. We need not address the defendant's claim with respect to the court's issuance of a corrected memorandum of decision. Because we conclude that the court improperly granted the plaintiff's motion to modify alimony, which requires that we reverse the judgment of the trial court, there remains no judgment that could be corrected. See *Central Connecticut Teachers Federal Credit Union* v. *Grant*, 27 Conn. App. 435, 438–39, 606 A.2d 729 (1992) (declining to address second claim that court improperly increased order of payments from $75 to $150 per month pursuant