

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

MONIQUE JACKSON,	)	CASE NO. CV 12 781825
	)	
Plaintiff,	)	
	)	JUDGE BRENDAN J. SHEEHAN
v.	)	
	)	
TERRY FISHER, <i>et al.</i> ,	)	
	)	<b>OPINION AND JUDGMENT</b>
Defendants.	)	<b>ENTRY</b>
	)	

I. FACTS AND ISSUES PRESENTED.

This matter is before the Court on Plaintiff Monique Jackson's ("Plaintiff") Motion in Limine to Exclude Evidence of Amount Accepted by Medical Providers as Payment in Full.

The issues have been fully briefed to the Court.

In this case, Plaintiff was injured when she fell on Defendants' driveway. She alleges that Defendants had placed an unusually slippery coating on the driveway which caused her to fall. As a result of her fall, Plaintiff has required substantial medical treatment. Prior to trial in this matter, Plaintiff seeks to bar evidence of the amount accepted by medical providers under their agreements with Plaintiff's health insurance provider.

Plaintiff states the issues in her motion as:

1. Is the admission of the amount accepted by the Plaintiff's medical providers as payment in full substantially more prejudicial than probative such that it should be excluded under the Civil Rules of Evidence?
2. In the absence of an expert who is qualified to lay the foundation regarding the reasonable value of the Plaintiff's medical bills, is evidence of the amount accepted by the Plaintiff's medical providers as payment in full admissible?

This Court ordinarily reserves its rulings on evidence until the evidence is proffered at trial. Given the nature of the issues raised, the Court will provide the following guidelines without ruling as to specific items of evidence.

## II. LAW AND ANALYSIS.

R.C. 2317.421 provides:

In an action for damages arising from personal injury or wrongful death, a written bill or statement, or any relevant portion thereof, itemized by date, type of service rendered, and charge, shall, if otherwise admissible, be prima-facie evidence of the reasonableness of any charges and fees stated therein for medication and prosthetic devices furnished, or medical, dental, hospital, and funeral services rendered by the person, firm, or corporation issuing such bill or statement, provided, that such bill or statement shall be prima-facie evidence of reasonableness only if the party offering it delivers a copy of it, or the relevant portion thereof, to the attorney of record for each adverse party not less than five days before trial.

The plain language of the statute provides that the written medical bills are prima facie evidence of their reasonableness. Thus, no further foundation or testimony must be offered at trial in this regard.

R.C. 2317.421 does not apply to evidence of reduced payments under insurance agreements, the now infamous “write-offs”. In *Jaques v. Manton*, 125 Ohio St. 3d 342, 34, 2010 Ohio 1838, 928 N.E.2d 434, the Ohio Supreme Court stated that evidence of write-offs is determined under the Rules of Evidence.

Accordingly, this Court follows Ohio Supreme Court precedent and will allow evidence of write-offs to be admitted in accordance with the Rules of Evidence again cautioning that there is no presumption of reasonableness of the amount of the write-off. The Court specifically declines to hold that an “expert” witness is necessary to testify as to reasonableness but certainly

witnesses to establish a foundation for admissibility, as with any other evidence, is required. For example, testimony from the provider concerning all of the value it exchanged, both monetary and otherwise, relating to Plaintiff's care--while not strictly "expert" testimony--would assist the jury in establishing the reasonableness of the charges and payments.

III. CONCLUSION.

For the foregoing reasons, **PLAINTIFF MONIQUE JACKSON'S MOTION IN LIMINE TO EXCLUDE EVIDENCE OF AMOUNT ACCEPTED BY MEDICAL PROVIDERS AS PAYMENT IN FULL IS GRANTED IN PART AND DENIED IN PART. RULINGS ON SPECIFIC ITEMS OF EVIDENCE ARE RESERVED FOR TRIAL.**

  
JUDGE BRENDAN J. SHEEHAN

Dated: 7/31/13

CERTIFICATE OF SERVICE

A copy of the foregoing was mailed to the following this 31<sup>st</sup> day of July, 2013:

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