

1 the full extent of the damages caused, no matter how much the victim actually pays.” *McConnell*
2 *v. Wal-Mart Stores, Inc.*, 995 F. Supp. 2d 1164, 1169 (D. Nev. 2014). “That a medical provider
3 ultimately accepts less than a billed amount, whether from an insurance company or from the
4 victim directly, is not relevant to whether the tortfeasor is liable for the full value of the harm he
5 has caused.” *Id.* The rule is an equitable one “designed to ensure that the victim, and not the
6 tortfeasor, benefits from any ‘windfall’ resulting from a difference between the value of the harm
7 caused and the amount actually paid to remedy it.” *Id.* Thus, a plaintiff “may recover the
8 reasonable value of his treatment, and no more, without regard to whether the amount he paid out
9 of his pocket directly in order to obtain that treatment was reduced by a third-party payor or a
10 third-party payee.” *Id.* at 1171 (emphasis omitted); *see also Alexander v. Wal-Mart Stores, Inc.*,
11 No. 2:11-cv-00752-JCM-PAL, 2013 WL 427132, at *4-5 (D. Nev. Feb. 1, 2013); *Gresham v.*
12 *Petro Stopping Ctrs., LP*, No. 3:09-CV-00034-RCJ-VPC, 2012 WL 5198481, at *3 (D. Nev. Oct.
13 18, 2012); Restatement (Second) of Torts § 920A(2) & cmt. c(3) (1979) (“Thus the fact that the
14 doctor did not charge for his services or the plaintiff was treated in a veterans hospital does not
15 prevent his recovery for the reasonable value of the services.”). I agree. *Calvert v. Ellis*, No.
16 2:13-cv-00464-APG-NJK, 2016 WL 153044, at *4 (D. Nev. Jan. 12, 2016) (medical write downs
17 and possibility that medical liens may be negotiated for a lesser amount inadmissible under
18 collateral source rule).

19 Allowing the jury to learn that Aidini had health insurance, that bills were written down,
20 or that Aidini may be able to negotiate the amount of a lien would violate the collateral source
21 rule. The collateral source rule focuses on the extent of the damages the tortfeasor caused, not on
22 how much the victim actually pays. *McConnell*, 995 F. Supp. 2d at 1169. Accordingly, Costco is
23 precluded from questioning witnesses about whether: (1) Aidini has insurance, (2) Aidini was
24 able to obtain write downs of medical bills, or (3) medical liens may be negotiated for less than
25 the full amount.

26 However, that Aidini was treated by a physician who holds a medical lien does not, in and
27 of itself, violate the collateral source rule. Evidence of the existence of a medical lien does not
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1 suggest a third-party source of payment. However, it could suggest bias by a treating physician
2 or expert who testifies at trial. Expert compensation is relevant and admissible as it may impact
3 bias. I therefore will not preclude Costco from asking Aidini's treating physicians whether they
4 hold a medical lien. Nor will I preclude Costco from arguing that those physicians may be biased
5 because they have an incentive to assist Aidini in maximizing recovery in this civil case.
6 However, I caution Costco not to ask questions that may elicit a response that would reveal that
7 Aidini has insurance or that the liens (or portions thereof) may be written off or negotiated down.

8 IT IS THEREFORE ORDERED that plaintiff Artano Aidini's motion in limine to
9 preclude reference to collateral source payments **(ECF No. 44) is GRANTED in part.**

10 DATED this 5th day of April, 2017.



11 ANDREW P. GORDON
12 UNITED STATES DISTRICT JUDGE
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