1. **Does your jurisdiction maintain a collateral source rule?**

   Yes. The collateral source rule precludes deduction of compensation the plaintiff has received from sources independent of the tortfeasor from damages the plaintiff “would otherwise collect from the tortfeasor.” *Helfend v. Southern Cal. Rapid Transit Dist.*, 2 Cal.3d 1, 6; 84 Cal. Rptr. 173, 175; 465 P.2d 61, 63 (Cal. 1970).

2. **Does your jurisdiction allow plaintiff recovery for expenses written off by the healthcare provider?**

   No. A plaintiff may only recover from the tortfeasor the actual amount paid or for which he/she incurred liability for past medical care and services. An amount written off is not owed. *Hanif v. Housing Authority*, 200 Cal.App.3d 635, 640; 246 Cal.Rptr. 192, 194 (Cal. 1988).

3. **Must a plaintiff prove medical services were reasonable or necessary in order to recover?**

   Yes. A “plaintiff may recover as economic damages no more than the reasonable value of the medical services received and is not entitled to recover the reasonable value if his or her actual loss was less.” *Howell v. Hamilton Meats & Provisions, Inc.*, 52 Cal.4th 541, 555; 129 Cal.Rptr.3d. 325, 332-333; 257 P.3d 1130, 1137-1138 (Cal. 2011) (emphasis in original).

4. **Must a plaintiff guarantee reimbursement payment to a healthcare provider if a judgment is rendered or settlement achieved?**

   No, but if the healthcare provider is a valid lienholder then plaintiff’s counsel has a duty to notify the lienholder of the judgment or settlement and pay the lien in full, negotiate the lien or take appropriate steps to resolve a lien dispute. *Matter of Riley*, 3 Cal. State Bar Ct. Rptr. 91, 111-115 (Cal. Review Dept. 1994).

5. **If an insurance carrier maintains a contractual agreement with a healthcare provider that reduces payments, what can a plaintiff “blackboard” as damages? (I.e., what effect does a pre-existing agreement between an insurance carrier and healthcare provider have on a plaintiff’s ability to recover medical bills?)**

   Plaintiff may only blackboard the amount actually paid by the insurance carrier. Where a plaintiff's health care providers have accepted a reduced, or negotiated, rate for services, evidence
of the full amount billed for a plaintiff's medical care is not admissible to determine past medical expenses. This rule applies even if the lesser amount accepted is lower than the reasonable value of the medical services. Howell, 52 Cal.4th at 563; 129 Cal.Rptr.3d. at 340; 257 P.3d at 1142-1143.