

***JOHN CORENBAUM v. DWIGHT LAMPKIN***  
**Court of Appeal Case # B236227**  
**FILED: 4/30/13**

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**California Case Law Update**  
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**California Court of Appeal in *Corenbaum v Lampkin* extends application of Hanif limitations to limit the admissibility of the full amount billed by a medical provider when a lesser amount is accepted as payment in full.**

The Court of Appeal issued its opinion in *Corenbaum v Lampkin* on April 30, 2013 interpreting and applying the California Supreme Court case of *Howell v Hamilton Meats & Provision, Inc.* (2011) 52 Cal. 4<sup>th</sup> 541. The Court in *Corenbaum* extended the principles of *Hanif v. Housing Authority* (1988) 200 Cal. App.3d 635 and *Nishihama v. City and County of San Francisco* (2001) 93 Cal. App. 4<sup>th</sup> 298, holding that the full amount billed by a medical provider, when a lesser amount was accepted by the provider, is not relevant to a determination of the amount of past medical expenses, future medical expenses and non-economic damages.

**Primary Issue:**

When a medical provider who treats an injured plaintiff accepts, pursuant to prior agreement, less than the full amount of their medical billing as payment in full for their services, is the full amount of the medical billing admissible for determining damages for past medical expenses, future medical expenses or non-economic damages?

**Court Holding:**

The Court of Appeal, applying the reasoning in *Howell*, held that the full amount of a plaintiff's medical billing is not relevant to determining the amount of past medical expenses, future medical expenses and non-economic damages.

## **Facts:**

Plaintiffs Corenbaum and Carter suffered injuries when a vehicle driven by defendant Lampkin collided with a taxicab in which they were passengers. The trial court admitted into evidence the full amounts billed for plaintiffs' medical care, rather than the amounts actually paid and accepted as full payment. The trial court's ruling occurred prior to *Howell*. Lampkin appealed the admissibility of the evidence of the full amount of the medical expenses based on *Howell*. Interpreting and applying *Howell*, the Court of Appeal held the full amount should not have been admitted into evidence as it is not relevant to a determination of the amount of past medical expenses, future medical expenses and non-economic damages.

## **Issues and Findings:**

1. *Hanif* and *Nishihama* held that damages for past medical expenses could not exceed the amount actually paid or incurred on the plaintiff's behalf when a medical provider agrees to accept less than the full amount billed as full payment.
2. *Howell* approved the *Hanif* rule, holding that the rate differential between the amount billed and the amount accepted by the medical provider is not recoverable as an economic loss. The Court further held that the collateral source rule is not violated by introducing evidence of the lesser amount.
3. *Howell* indicated that while the evidence of the full amount billed is not itself relevant on the issue of past medical expenses, the Court expressed no opinion as to its relevance or admissibility on other issues such as non-economic damages or future medical expenses. See *Greer v. Buzgheia* (2006) 141 Cal. App. 1150, which has been relied on by plaintiffs for the admissibility of the full amount billed as relevant to the issue of non-economic damages.
4. *Corenbaum* extends the *Hanif* principal by indicating that the full amount billed is not relevant to determining past medical expenses, and additionally, indicates it is not relevant in determining non-economic damages or future medical expenses. Plaintiff's counsel can no longer argue that the full amount billed is supportive evidence of the reasonable value of non-economic damages.
5. It is anticipated that a Petition for Review will be filed with the Supreme Court and that the Court will consider the impact of the full amount of medical expenses billed, particularly on the issue of evaluating non-economic damages. In *Howell*, the Court did note that the full amount is not an accurate measure of the value of the medical services.

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