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03-1245

CHIEF JUSTICE: GOOD MORNING AND WE APPRECIATE YOUR BEING READY ON THE NEXT CASE

I UNDERSTAND THE QUESTION , AS IT IS POSED THE ACTUAL AMOUNT THAT THEY PAID WAS FIFTY.

BECAUSE THE REASON THERE WASN'T A LOSS. THE POINT THAT WE MADE HERE IS THAT THESE DISCOUNTS WERE ACTUALLY CREATED BY THE I S , IF YOU LOOK AT THE STATUTE , IT TALKS ABOUT , THAT THAT THEY KNOW IN FACT THAT THE INSURANCE COMPANY IS GOING TO PAY LESS , SO HOW DO WE KNOW THAT SO IT INVOLVED, IF YOU REMEMBER, A SERVICEMAN WHO GOT FREE CARE, YOU KNOW , F HAD PROVIDED THAT REDUCED WORK FOR FREE CARE. SAYS CLAIMANT PAY S BECAUSE OF HIS FORFEITURE OF HIS FREEDOM OF CHOICE . IF YOU ARE SAYING YOU KNOW, THAT THE PERSON HAS A DUTY TO GO TO THE CHEAPEST DR . I MEAN, YOU K SCHROPP, THAT THE SITUATION I N WHICH FREE SERVICES WERE RENDERED THE CAROL VNANDA CASE AND THE OTHER LOUISIANA C THE STATUTE. LET ME, ALSO , MAKE ANOTHER --

THAT IS WHAT I SAID. NOW WE HAVE THE STATUTE , AND MY C AND I AM GOING TO CITE FOR YOUR HONOR'S CONSIDERATION , THE RECENT CASE THAT WAS FILED IN THE NOTICE O WE HAVE GOT TO LOOK AT THAT IN LIGHT OF WHAT THE INTENT OF THE STATUTE WAS, AND THE THIRDTING , IF I MAY , MEANS.

BECAUSE WE, IN TERMS OF REMEDIAL STATUTES, WE HAVE NEVER LOOKED AT THE TERM ALLOWS FOR SOMETHING THAT I S OTHER THAN -- DEFINITIONAL ALLOWS FOR YOU ARE NOT , REALLY , AND THAT PAYMENT IS NOT BASED ON ANY DOCTOR'S BILL OR ANYTHING LIKE THAT , HAVE THE BILL , ESPECIALLY THE HOSPITAL BILLS , COVERED BY HOSPITAL LIEN LAURTI IS THAT THE DISTINCTION?

THIS IS THE ADVANCE WAIVER OF SUBJUGATION ARGUMENT THAT HE IS FORFEIT IN G A RIGHT THAT HE WOULD OTHERWISE HAVE?

THANK NOT IN THE RECORD, IN THIS CASE , BUT IN FACT , IT IS AFFIRMATIVELY UNTRU. IF YOU BILLING IRREGULARITY BY THE PROVIDER, TO THE INSURANCE COMPANY , AS A RESULT OF THAT, AS A RESULT OF THAT LOOK A T ITS DECISION LAST YEAR IN CHESTER VERSUS AND THE FACTS AS IT WAS BEFORE, THAT THERE WAS NO OBLIGATION FOR ANYTHING MORE THAN THE NECESSARY TO SAY "OR OTHERWISE AVAILABLE."

THAT IS ACTUALLY A GREAT QUES COMPENSATORY DAMAGES. IF YOU PUT ON A WITNESS THERE , THAT SAID THAT THE DAMAGES FOR THIS MEDICAL