

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502023CA015665XXXAMB (AH)

PHILLIP SLEDGE,

Plaintiff,

v.

DEVIN MCCABE,

Defendant.

ORDER DENYING DEFENDANT'S MOTION IN LIMINE ON MEDICAL
EXPENSES

This cause came before the Court at UMC on April 10, 2025, upon the matter of Defendant's Motion in Limine on Medical Expenses (the "Motion"), and the Court, upon hearing arguments of counsel and taking the materials submitted under advisement, hereby **ORDERS and ADJUDGES**, as follows:

When interpreting a statute, we first must look at the plain language found in the statute. Ganzemuller v. Omega Insurance Company, 244 So. 3d 1189, 1191 (Fla. 2d DCA 2018) Citing Daniels v. Fla. Dep't of Health, 898 So. 2d 61, 64 (Fla. 2005); See Joshua v. City of Gainesville, 768 So. 2d 432, 435 (Fla. 2000). If the language of the state is unambiguous, the court will not look beyond the statute's plain language. Daniels, 898 So. 2d at 64. See also Lee County Elec. Coop., Inc. v. Jacobs, 820 So. 2d 297, 303 (Fla. 2002) (When the statute is clear and unambiguous, courts will not look behind the statute's plain language of legislative intent or resort to rules of statutory construction to ascertain intent.); Benitez v. Universal Property and Casualty Ins. Comp., 350 So. 3d 749, 750 (Fla. 4th DCA 2022). McGregor v. Fowler White Burnett, P.A., 332 So. 3d 481, 486 (Fla. 4th DCA 2021). When the statutory

language is clear, courts have no occasion to resort to rules of construction—they must read the statute as written, for to do otherwise would constitute an abrogation of legislative power. Nicoll v. Baker, 668 So. 2d 989, 990-1 (Fla. 1996).

When interpreting and applying a statute, “a court is bound by the plain language meaning of the text.” United Auto. Ins. Co. v. Lauderhill Med. Ctr., LLC, 350 So. 3d 754, 756 (Fla. 4th DCA 2022). A court is to presume that a legislature says in a statute what it means and means what it says there. Id. citing MRI Assocs. of Tampa, Inc. v. State Farm Mut. Auto. Ins. Co., 334 So. 3d 577, 583 (Fla. 2021). A Court is required to give effect “to every word, phrase, sentence, and part of the statute if possible, and words in a statute should not be construed as mere surplusage.” Id.

Read in full, and providing meaning to all statutory text, the plain text of Florida Statute, section 768.0427, does not impose an additional burden on Plaintiff to prove what rates his health insurance (or Medicare or Medicaid) would have paid towards the medical bills in this auto-negligence case.

Section 768.0427(2) is not phrased in terms of evidence that the plaintiff must always submit. Instead, it is phrased in terms of evidence that is available for any litigant to “prove”—*i.e.*, establish the truth of by satisfactory evidence—the plaintiff’s reasonable amount of medical expenses. The potential options for a Plaintiff to prove his or her medical expenses is phrased in the disjunctive. Therefore a Plaintiff may utilize any of the options provided, just so long as a mode of proof is provided. Among the categories of admissible evidence available to either side regarding medical expenses, the statute provides that such evidence “shall include, but is not limited to” . . . “Any evidence of reasonable amounts billed to the claimant for medically necessary treatment or medically necessary services provided to the claimant.”

The Florida Supreme Court has held, shall “include, but is not limited to” reflects the Legislature’s or the drafter’s intent to provide an illustrative list—*i.e.*, non-exclusive examples. See, e.g., White v. Mederi Caretenders Visiting Servs. of Se. Fla., LLC, 226 So. 3d 774, 783 (Fla. 2017); Pro-Art Dental Lab, Inc. v. V-Strategic Grp., LLC, 986 So. 2d 1244, 1257 (Fla. 2008). The phrase “but is not limited to” following the verb “to include” or “including” has been found as unnecessary as “including” indicates a non-exhaustive list. Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts*, § 15, 132, West 2012.

The Court finds under a plain reading of the text, the Plaintiff may introduce his medical bills as evidence of reasonable amounts billed for medically necessary treatment provided to the claimant per section 768.0427(2)(b)(5). Plaintiff may also utilize a Medical Bill Summary so long as it is supported by medical bills laying the proper foundation. Fla. Stat. § 90.956. Defendant may then, if they choose, introduce evidence as to what Plaintiff’s health insurance would have paid towards these bills under section 768.0427(2)(b)(1).

The Defendant’s Motion in Limine is thereby **DENIED**.

DONE AND ORDERED in West Palm Beach, Palm Beach County, Florida

502023CA015665XXXAMB 05/15/2025

Reid P. Scott Judge
ADMINISTRATIVE OFFICE OF THE COURT

502023CA015665XXXAMB 05/15/2025
Reid P. Scott
Judge

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