

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

SHAWN GRIFFIN, JR.

NO. 2026 CW 1143

VERSUS

UNITED SERVICES AUTOMOBILE
ASSOCIATION, JAMES ERIN
BERNARD STRATTON, AND
PATRICK ENRIGHT

SEPTEMBER 28, 2026

In Re: Thomas Enright, Jr., Erin Bernard Stratton, and Patrick Enright, applying for supervisory writs, 19th Judicial District Court, Parish of East Baton Rouge, No. 752698.

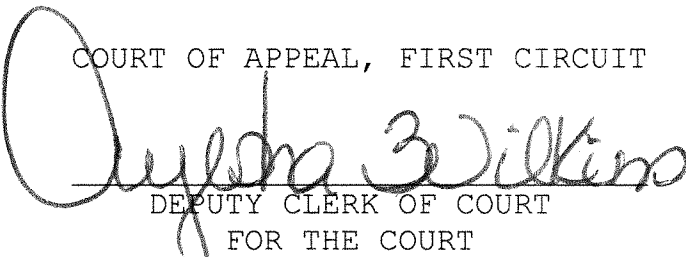
BEFORE: McCLENDON, C.J., PENZATO, LANIER, STROMBERG AND FIELDS, JJ.

WRIT GRANTED IN PART AND DENIED IN PART. At the time this cause of action arose, La. R.S. 9:2800.27(F) provided, in pertinent part: "The jury shall be informed only of the amount billed by a medical provider for medical treatment. Whether any person, health insurance issuer, or Medicare has paid or has agreed to pay, in whole or in part, any of a claimant's medical expenses, shall not be disclosed to the jury." Additionally, La Code Evid. art. 409 provides that "evidence of furnishing or offering or promising to pay expenses or losses occasioned by an injury to person ... is not admissible to prove liability for the injury or damage nor is it admissible to mitigate, reduce, or avoid liability therefor." However, Article 409 "does not require the exclusion of such evidence when it is offered solely for another purpose ..." Accordingly, we grant the writ in part and the portion of trial court's August 17, 2026 judgment, which granted the Motion in Limine filed by the plaintiff, Shawn Griffin, and ruled the jury will not be informed that any medical funding company has paid or agreed to any of plaintiff's medical bills, is reversed to the extent it precludes the introduction of evidence related to Prove Partners, LLC for "another purpose." In all other respects, the writ is denied.

PMc
AHP
WIL
TPS

Fields, J., dissents and would deny the writ. The criteria set forth in **Herlitz Construction Co., Inc. v. Hotel Investors of New Iberia, Inc.**, 396 So.2d 878 (La. 1981) (*per curiam*) are not met.

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DEPUTY CLERK OF COURT
FOR THE COURT