No. 121078

IN THE
SUPREME COURT OF ILLINOIS

AKEEM MANAGO, a deceased minor by and through April Pritchett, Mother and Next Friend,	**Appeal from the Appellate Court of Illinois, First Judicial District,**
Plaintiff-Appellee,	**No. 1-12-1365**
April Pritchett, Individually and as Special Administrator for the Estate of Akeem Manago	**There heard on appeal from the Circuit Court of Cook County, Illinois Law Division**
Plaintiff,	**No. 08-L-13211**
vs.	**Hon. Thomas L. Hogan Judge Presiding**
THE COUNTY OF COOK,	
Lienholder-Appellant	
Chicago Housing Authority, a Municipal Corporation, and H.J. Russell and Company,	
Defendants.	

AMICUS BRIEF OF SOUTHERN ILLINOIS HOSPITAL SERVICES IN SUPPORT OF THE APPELLANT, THE COUNTY OF COOK

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POINTS AND AUTHORITIES

INTRODUCTION

ARGUMENT

UNDER THE PLAIN LANGUAGE OF THE HEALTH CARE SERVICES LIEN ACT, HEALTHCARE PROFESSIONALS AND PROVIDERS ARE ENTITLED TO ASSERT A LIEN AGAINST THE CLAIMS AND CAUSES OF ACTIONS OF ALL INJURED PERSONS, INCLUDING MINORS, AND THOSE LIENS ARE RECOVERABLE FROM ANY VERDICT, JUDGMENT, AWARD, SETTLEMENT, OR COMPROMISE THAT IS SECURED BY OR ON BEHALF OF THE INJURED PERSON REGARDLESS OF WHETHER MEDICAL EXPENSES ARE SPECIFICALLY SOUGHT OR AWARDED.

INTRODUCTION

The County of Cook has challenged the Appellate Court's Opinion regarding the proper manner in which to interpret the Health Care Services Lien Act, 770 ILCS 23/1 et seq. The Appellate Court has held that no valid lien can be asserted in claims or causes of action which are brought on behalf of a minor without an assignment of rights from his parents and that the lien is only effective where medical expenses are claimed and recovered. Accordingly, the issue presented in this case is one of statutory construction.

The issue regarding the proper interpretation of the Health Care Services Lien Act is of significance to SIHS and all other medical providers and professionals. The specific issues presented in this case are also of significance to all individuals who reside in Illinois. As explained by this Court in discussing the Hospital Lien Act, which was repealed and replaced by the Health Care Services Lien Act:

> Statutory lien provisions . . . are enacted to promote the health, safety, comfort, or well-being of the community. . . . Many of our sister States have similar hospital lien statutes which are designed to lessen the financial burden that hospitals face in treating nonpaying accident victims. . . . In Illinois, the Hospital Lien Act allows hospitals to assist persons without regard to ability to pay, and as a result, to "enter into a creditor-debtor relationship without benefit of the opportunity usually afforded a creditor to ascertain the prospective debtor's ability to pay." (*Maynard v. Parker* (1979), 75 Ill. 2d 73, 75.) Thus utilizing these liens to protect a hospital's interests promotes health care for the poor of this State.

In re Estate of Cooper, 125 Ill. 2d 363, 368, 532 N.E.2d 236, 238, 126 Ill. Dec. 551 (1988).

Affirmance of the Appellate Court's decision would have a detrimental effect on taxpayers of the State of Illinois by requiring Federal or State funded assistance programs to pay for medical care which should be bourne by those who wrongfully cause injuries.

If the resources are unavailable to hospitals or other healthcare providers to support the provision of services, it could also result in the reduction in the number or type of services that healthcare providers and professionals are able to provide their respective communities. Although this may not be of significance in highly populated urban areas where there are multiple medical service providers, it would have a devastating effect upon smaller cities, towns, and rural areas of the State where medical providers and specialities are more limited.

ARGUMENT

UNDER THE PLAIN LANGUAGE OF THE HEALTH CARE SERVICES LIEN ACT, HEALTHCARE PROFESSIONALS AND PROVIDERS ARE ENTITLED TO ASSERT A LIEN AGAINST THE CLAIMS AND CAUSES OF ACTIONS OF ALL INJURED PERSONS, INCLUDING MINORS, AND THOSE LIENS ARE RECOVERABLE FROM ANY VERDICT, JUDGMENT, AWARD, SETTLEMENT, OR COMPROMISE THAT IS SECURED BY OR ON BEHALF OF THE INJURED PERSON REGARDLESS OF WHETHER MEDICAL EXPENSES ARE SPECIFICALLY SOUGHT OR AWARDED.

A. The plain language of the Health Care Services Lien Act does not exclude minors or limit a lienholders' recovery to medical expenses that are recovered from the tortfeasor.

The Appellate Court has concluded that the Health Care Services Lien Act, 770 ILCS 23/1 et seq. (West 2011) (HCSLA), (1) only allows those holding liens under the HCSLA to seek payment of their lien out of amounts paid by tortfeasors to injured person for medical expenses; and (2) the HCSLA does not apply to any amount that might be paid to minors. Both of these conclusions, however, are unsupported by the plain language of the HCSLA. Through its decision the Appellate Court has rewritten the statute to include exceptions and conditions that do not otherwise exist.

The objective of any statutory construction is to give effect to the intent of the legislature. *People ex rel Madigan v. Kinzer*, 232 Ill. 2d 179, 184, 902 N.E.2d 667, 671, 327 Ill. Dec. 546 (2009). The most accurate indication of legislative intent is the statutory language itself. *In re D.L.*, 191 Ill. 2d 1, 9, 727 N.E.2d 990, 994, 245 Ill. Dec. 256 (2000). When the statutory language is clear and unambiguous, there is no need to resort to any other rules of construction. *Burrell v. Southern Truss*, 176 Ill. 2d 171, 174, 679 N.E.2d 1230, 1232, 223 Ill. Dec. 457 (1997). The language must be given its plain and ordinary meaning. *King v. Industrial Commission*, 189 Ill. 2d 167, 171, 724 N.E.2d 896, 898, 244 Ill. Dec. 8 (2000). A court cannot "'depart from the plain language of the statute by reading into it exceptions, limitations, or conditions not expressed by the legislature.'" *Wolf v. Toolie*, 2014 IL App (1st) 132243, ¶21, 19 N.E.3d 1154, 1159, 386 Ill. Dec. 1. A court cannot ignore the plain language of a statutory provision "by reading into it exceptions, limitations, or conditions the legislature did not express. . . . Courts should not attempt to read a statute other than in the manner it was written." *People ex rel Madigan v. Kinzer*, 232 Ill. 2d 179, 184-185, 902 N.E.2d 667, 671, 327 Ill. Dec. 546 (2009). The Health Care Services Lien Act is clear and unambiguous and must be interpreted as it is written.

Section 23/10 of the Health Care Services Lien Act, 770 ILCS 23/10 (West 2011) provides, in relevant part as follows:

> (a) Every health care professional and health care provider that renders any service in the treatment, care, or maintenance of an injured person, except services rendered under the provisions of the Workers' Compensation Act or the Workers' Occupational Diseases Act, shall have a lien upon all claims and causes of action of the injured person for the amount of the health care professional's or health care

> provider's reasonable charges up to the date of payment of damages to the injured person. The total amount of all liens under this Act, however, shall not exceed 40% of the verdict, judgment, award, settlement or compromise secured by or on behalf of the injured person on his or her claim or right of action.
>
> * * *
>
> (c) all health care professionals and health care providers holding liens under this Act with respect to a particular injured person shall share proportionate amounts within the statutory limitations set forth in subsection (a). The statutory limitations under this Section may be waived or otherwise reduced only by the lienholder. No individual licensed category of health care professional (such as physicians) or health care provider (such as hospitals) as set forth in Section 5, however, may receive more than one-third of the verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action . . .

Pursuant to the plain language of the HCSLA, health care providers or professionals who render treatment, care, or maintenance to an injured person are granted a lien "upon all claims and causes of action of the injured person" for the reasonable charges for that treatment. The only exceptions stated within the statute are where the services for treatment, care, or maintenance are rendered under the Workers' Compensation Act or the Workers' Occupational Disease Act. This Court has explained that "it is a basic principle of statutory construction that 'the enumeration of exceptions in a statute is construed as an exclusion of all other exceptions.' . . . [W]here a statute specifies exceptions to a general rule, no exceptions other than those designated will be recognized." *Hines v. Depart. of Public Aid*, 221 Ill. 2d 222, 230, 850 N.E.2d 148, 153, 302 Ill. Dec. 711 (2006). The HSCLA does not exclude or in any way limit the ability of a health care provider or professional to assert a lien where services are rendered to a minor for treatment, care or maintenance. If the General Assembly had intended to create

such an exception, it could have done so within the HCSLA, as it did with services that are rendered under the two Acts specifically mentioned. A court cannot "'depart from the plain language of the statute by reading into it exceptions, limitations, or conditions not expressed by the legislature.'" *Wolf v. Toolie*, 2014 IL app (1st) 132243, ¶21, 19 N.E.3d 1154, 1159, 386 Ill. Dec. 1. Because the General Assembly has not excluded injured minors from the scope of the HCSLA, health care providers and professional can assert a lien against all claims and causes of action that are asserted on behalf of a minor.

The plain language of the HCSLA also does not require the minor to seek and recover medical expenses before lienholders can assert their liens or seek payment from the proceeds the minor receives from the tortfeasor. The HCSLA specifically states that health care providers and professionals "shall have a lien upon all claims and causes of action of the injured person." The language is broad and inclusive and is not restricted to claims seeking a specific damage (i.e, medical expenses, pain and suffering, loss of a normal life, disfigurement, lost wages, etc.). Instead, it allows the lien to attach to *all claims and causes of action* that the injured person might assert against the tortfeasor. Furthermore, the lien attaches to the full amount the injured person receives from the tortfeasor.

After identifying the circumstances under which a lien can be asserted (rendering of service in the treatment, care, or maintenance of an injured person) and identifying to what it attaches (all claims and causes of action of the injured person), the General Assembly further set forth what amounts are subject to the lien and how that amount is to

be apportioned and distributed between the lienholders. The HCSLA provides as follows:

> (a) . . . . The total amount of all liens under this Act, however, shall not exceed 40% of *the verdict, judgment, award, settlement, or compromise* secured by or on behalf of the injured person on his or her claim or right of action.
>
> * * *
>
> (c) All health care professionals and health care providers holding liens under this Act with respect to a particular injured person shall share proportionate amounts within the statutory limitations set forth in subsection (a). The statutory limitations under this Section may be waived or otherwise reduced only by the lienholder. No individual licensed category of health care professional (such as physicians) or health care provider (such as hospitals) as set forth in Section 5, however, may receive more than one-third of *the verdict, judgment, award, settlement, or compromise* secured by or on behalf of the injured person on his or her claim or right of action . . .

(Emphasis added). 770 ILCS 23/10 (West 2011).

The General Assembly has specifically (1) stated that all liens are to be taken from the "verdict, judgment, award, settlement, or compromise;" (2) provided a percentage limitation (40% or 1/3 depending on the circumstances) of the "verdict, judgment, award, settlement, or compromise" that is available to lienholders; and (3) has set forth specific provisions as to how the percentage amount of the "verdict, judgment, award, settlement, or compromise" which is available to lienholders is to be divided between the various lienholders. Nowhere in the statutory language does the General Assembly limit the lienholders' rights to recovery based upon the category of damages recovered. Instead, the General Assembly has specifically stated that the lien attaches to "any verdict, judgment, award, settlement, or compromise." This is stated in Section 10 of the

HCSLA, 770 ILCS 23/10, and again in Section 20 of the HCSLA, 770 ILCS 23/20. Section 20 provides as follows:

> Items to which lien attaches. The lien of a healthcare professional or health care provider under this Act shall, from and after time of the service of the lien notice, attach to any verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person. If the verdict, judgment, award, settlement, or compromise is to be paid over time by means of an annuity or otherwise, any lien under this Act shall be satisfied by the party obligated to compensate the injured person to the fullest extent permitted by Section 10 before the establishment of the annuity or other extended payment mechanism.

The General Assembly has provided for a lien upon "all claims and causes of action of the injured person" which is to be paid from "the verdict, judgment, award, settlement, or compromise" in two separate provisions of the HCSLA. Any "interpretation" of the HCSLA which limits a lienholder's recovery to amounts paid to the injured person for medical expenses is in direct conflict with the plain and unambiguous language of the HCSLA.

The Appellate Court in the case at bar is attempting to alter the amount from which lienholders can be paid. A similar argument has previously been rejected by this Court in the case of *McVey v. M.L.K. Enterprises, L.L.C.*, 2015 IL 118143, 32 N.E.3d 1112, 392 Ill. Dec. 536.

In *McVey*, the plaintiff asserted that under the HCLSA, attorneys fees and costs were required to be subtracted from the amount of the "verdict, judgment, award, settlement, or compromise" before calculating the amount available to pay lienholders. The Appellate Court agreed with the plaintiffs' arguments. In rejecting this position and reversing the Appellate Court, this Court held as follows:

> Under the plain language of the Act, a health care provider, such as the hospital in this case, that renders any services in the treatment, care, or maintenance of an injured person "shall have a lien upon all claims and causes of action of the injured person for the amount of the * * * health care provider's reasonable charges up to the date of payment of damages to the injured person." . . . In this case the hospital was the only health care provider or professional with a lien. Consequently, as the trial court correctly recognized, the hospital could not "receive more than one-third of the verdict, judgment, award, settlement, or compromise." 770 ILCS 23/10(c) (West 2012). As highlighted above, this one-third calculation, and all other calculations contained in section 10, are to be based upon the "verdict, judgment, award, settlement or compromise."
>
> Plaintiff urges us to interpret section 10 consistent with the appellate court below so that attorney fees and costs are deducted before computing the hospital lien. We decline to do so. Simply put, there is no language in section 10 that would allow the calculation of a health care lien to be based upon the total "verdict, judgment, award, settlement or compromise" less attorney fees and costs. On the contrary, every time the legislature sets forth a percentage limitation in section 10, it refers back to and requires the calculation be based on the "verdict, judgment, award, settlement or compromise." No mention is made of a deduction of any kind. . . . The Act further provides that "[t]he statutory limitations under this Section may be waived or otherwise reduced *only by the lienholder*," which did not occur here. (Emphasis added). 770 ILCS 23/10(c) (West 2012). We may not read into the act as urged by plaintiff, limiting language that is not expressed by our legislature. . . .

McVey, 2015 IL 118143, ¶¶13-14, 32 N.E.3d at 1116.

As this Court found in *McVey*, the language of the HCSLA is plain and unambiguous and must be interpreted as written. The HCSLA provides for the payment of liens from the "verdict, judgment, award, settlement, or compromise." The HSCLA does not limit the recovery to only those situations where the injured person, or someone acting on his behalf, seeks and recovers medical expenses.

A court cannot ignore the plain language of a statutory provision "by reading into it exceptions, limitations, or conditions the legislature did not express. . . . Courts should

not attempt to read a statute other than in the manner it was written." *People ex rel Madigan v. Kinzer*, 232 Ill. 2d 179, 184-185, 902 N.E.2d 667, 671, 327 Ill. Dec. 546 (2009). "[R]egardless of the court's opinion regarding the desirability of the results surrounding the operation of the statute, the court must construe the statute as it is and may not, under the guise of construction, . . . change the law so as to depart from the plain meaning of the language employed in the statute." *Kugler v. Southmark Realty Partners, III*, 309 Ill. App. 3d 790, 797, 723 N.E.2d 710, 716, 243 Ill. Dec. 407, 413 (1st Dist. 1999). "It is the province of the legislature to enact laws; it is the province of the courts to construe them. . . . The responsibility for the justice or wisdom of legislation rests upon the legislature. . . . A court must not rewrite statutes to make them consistent with the court's idea of orderliness and public policy." *Henrich v. Libertyville High School*, 186 Ill.2d 381, 394-395, 712 N.E.2d 298, 305, 238 Ill. Dec. 576, 583 (1999). The statutory language of the HCSLA is unambiguous and must be applied as written. Those who render "any service in the treatment, care, or maintenance of an injured person" are granted liens "upon all claims and causes of action of the injured person" which can be recovered from the "verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action." The HCSLA does not exclude minors from its scope or reach and it does not limit the right of recovery on the basis of whether medical expenses are either claimed or collected against the tortfeasor. Accordingly, the Appellate Court's opinion must be reversed.

B. The Family Expense Act is not inconsistent with the Healthcare Services Lien Act and does not effect the right of a healthcare professional or provider to assert a lien against a minor or seek payment of its lien from any amount the minor recovers on his claims or causes of action.

Within its decision the Appellate Court asserts that its analysis and conclusion is one that harmonizes the language of the HSLA and the Family Expense Act. Despite the Appellate Court's assertions otherwise, it has not "harmonized" the statutory provisions but has determined that the HCSLA is, in fact, inconsistent with the Family Expense Act and the "county must go through the family expense statute in order to recover the medical expenses incurred by plaintiff." (*Manago* ¶ 48). The two statutes, however, are not inconsistent. Although they both provide a way in which a medical provider can recover for services rendered to a minor, one is not mutually exclusive with regards to the other. Instead, these two statutes provide medical providers with two separate avenues through which they can obtain full payment for the services they render to injured persons, including minors. One avenue allows them to recover, all be it indirectly, from the tortfeasor who wrongfully caused the injuries that resulted in the need for medical care and treatment. The other avenue allows recovery from the parents of a minor child. Medical providers can seek recovery under either or both statutory provisions.

The Family Expense Act provides, in relevant part as follows:

> (a)(1) The expenses of the family and of the education of the children shall be chargeable upon the property of both husband and wife, or of either of them, in favor of creditors thereof, and in relation thereto they may be sued jointly or separately.

750 ILCS 65/15(a)(1) (West 2009). As pointed out by the Appellate Court, this provision has been interpreted to create liability on the part of parents for medical expenses incurred

by their minor children. *Graul v. Adran*, 32 Ill. 2d 345, 347 (1965). This statutory language, however, does not only apply to medical expenses owed to medical providers. Instead, it is a broad statutory provision that includes all "expenses of the family and of the education of the children." Accordingly, it also applies to claims by creditors of a husband to seek payment from a wife and vice versa.

The Family Expense Act, however, does not state that it is the sole avenue for a creditor to recover "family expenses," including medical expenses incurred by the minor child or either spouse. Instead, as found by the court in *In re Estate of Enloe*, 109 Ill. App. 3d 1089, 1091-1092, 441 N.E.2d 868, 871, 65 Ill. Dec. 553 (4th Dist. 1982), the Family Expense Act "merely provides an alternative remedy for creditors." The other alternative method for recovery of medical expenses discussed in *Enloe* was the Hospital Lien Act, which was subsequently repealed and replaced with the HCSLA. The *Enloe* court explained:

> Chargeable [which is used in the Family Expense Act] means "capable of being charged to a particular account or an expense or liability * * *." (Webster's Third New International Dictionary 377 (1976).) Had the legislature intended for this statute to be the sole remedy for creditors, the legislature could easily have stated that the expenses "shall be charged" upon the property of the parents. Since the legislature instead merely stated the expenses shall be capable of being charged to the family's property, it follows that this is not an exclusive remedy and therefore it does not conflict with the clear language of the Hospital Liens Statute.

Enloe, 109 Ill. App. 3d at 1091-1092, 441 N.E.2d at 871. It also does not conflict with the clear language of the Healthcare Services Lien Act.

Where the Family Expense Act, provides broad protection to creditors for all "family expenses" which includes medical expenses of a minor, the HCSLA, provides a

limited right of recovery for medical expenses incurred as a result of injuries that were wrongfully caused and for which the injured person has a right of recovery from another individual or entity.

As discussed above, the HCSLA grants health care professionals and providers a lien "upon all claims and causes of action" of an injured person for the medical care and treatment they provide to an injured person. The healthcare provider is entitled to recover its lien from the "verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person" subject only to the percentage limitations set forth in the HCSLA. 770 ILCS 23/10(a). This statute allows a hospital to first seek payment for medical services rendered to the injured person from proceeds he recovers from individuals or entities that are legally responsible for his injuries. The lien is limited to the recovery of expenses that were needed as a result of the wrongfully caused injuries.

Although both the HCSLA and Family Expense Act create rights on the part of creditors to seek payment for services rendered to minor children, neither is mutually exclusive. Where medical care was necessary as a result of injuries caused by one who could be sued for the same, the provider can choose to seek repayment under either the HCSLA, the Family Expense Act or both. In fact, language contained within the HCSLA recognizes this fact. Section 45 of the HCSLA, 770 ILCS 23/45, provides as follows:

> Amounts not recovered under lien. Nothing in this Act shall be construed as limiting the right of a health care professional or health care provider, or attorney, to pursue collection, though all available means, of its reasonable charges for the services it furnishes to an injured person. Notwithstanding any other provision of law, a lien holder may seek payment of the amount of its reasonable charges that remain not paid after the satisfaction of its lien under this Act.

This language supports the conclusion that the two statutes are not in conflict. Neither the Family Expense Act nor the HCSLA provides lienholders/creditors with an exclusive remedy with regards to claims to recover for medical services incurred by minors as a result injuries that were wrongfully caused. A medical provider may choose to invoke either or both statutory provisions and it may ultimately be required to utilize both provisions in order to obtain full payment for services rendered to minors for medical care and treatment. If a lienholder determines that it should first seek recovery from amounts that might be obtained by the injured minor against a tortfeasor, the HCSLA provides the lienholder with the right to do so. The language of the Family Expense Act does not prohibit the lienholder from doing so. When the lienholder proceeds under the HCSLA first it places the responsibility for the payment of medical services upon the person or entity responsible for those injuries – the tortfeasor – instead of the child's parents. It also benefits the child's parents by either eliminating or reducing the amounts that they might ultimately be required to pay for the child's medical services.

The fact that both statutes provide creditors, such as medical providers, with different avenues to obtain payments for "expenses of the family," does not make the two statutory provisions inconsistent. "Courts assume that the legislature will not draft a new law that contradicts an existing one without expressly repealing it, and that the legislature intends a consistent body of law when it amends or enacts new legislation." *In re Marriage of Lasky*, 176 Ill. 2d 75, 79-80, 678 N.E.2d 1035, 1037, 223 Ill. Dec. 27 (1997). "Where two statutes are allegedly in conflict, a court has a duty to interpret the statutes in a manner that avoids an inconsistency and gives effect to both statutes, where such an

interpretation is reasonably possible." *Barragan v. Casco Design Corp.*, 216 Ill. 2d 435, 441-442, 837 N.E.2d 16, 21, 297 Ill. Dec. 236 (2005). The Appellate Court did not construe the Family Expense Act and HCSLA in a manner that avoids inconsistency. Instead, it determined that the statutes were inconsistent and concluded that the Family Expense Act controlled over the HCSLA. By doing so, it effectively repealed the HCSLA with regards to medical services rendered to minors. As set forth above, however, these statutory provisions can be interpreted in such a way that avoids inconsistency and gives full effect to both statutes. The Appellate Court's decision should, therefore, be reversed.

C. Even assuming, *arguendo*, that the Family Expense Act and the Healthcare Services Lien Act are inconsistent, the Healthcare Services Lien Act, would control because it was the last enacted statute and is a more specific statutory provision.

Despite statements within the Appellate Court decision that it's interpretation of the Family Expense Act and the HCSLA harmonizes the two statutes, it does not do so. Instead, the court has concluded that the Family Expense Act applies over the HCSLA. Specifically, the Appellate Court concluded that "the County must go through the family expense statute in order to recover the medical expenses incurred by plaintiff." *Manago* ¶ 48. In other words, the court has concluded that the Family Expense Act and the HCSLA are in direct conflict and that the Family Expense Act controls. As set forth above, these two statutes are not in conflict. Assuming, *arguendo*, however, that they could be found to be in direct conflict, the HCSLA would be the controlling statute pursuant to two separate rules of statutory construction.

As stated by this Court in the case of *Village of Chatham v. County of Sangamon*, 216 Ill. 2d 402, 431, 837 N.E.2d 29, 46, 297 Ill. Dec. 249 (2005),"two rules of statutory construction are helpful" in determining which of two conflicting statutes is controlling. "First, when two statutes appear to be in conflict, the one which was enacted later should prevail, as a later expression of legislative intent." *Village of Chatham*, 216 Ill. 2d at 431, 837 N.E.2d at 46. This Court has explained that "the more recent enactment generally will prevail as the later expression of legislative intent." *Jahn v. Troy Fire Protection Dist.*, 163 Ill. 2d 275, 282, 644 N.E.2d 1159, 1162, 206 Ill. Dec. 106 (1994). "Second, where there are two statutory provisions, one of which is general and designed to apply to cases generally, and the other is particular and relates to only one subject, the particular provision must prevail." *Village of Chatham*, 216 Ill. 2d at 431, 837 N.E.2d at 46; *People v. Latona*, 184 Ill. 2d 260, 269-270, 703 N.E.2d 901, 906, 234 Ill. Dec. 801 (1998) ("Where, as here, a court is faced with the construction of two statutes whose purview may overlap to some degree, a specific statutory provision shall control over a general provision on the same subject."); *Mattis v. State University Retirement System*, 212 Ill. 2d 58, 76, 816 N.E.2d 303, 313, 287 Ill. Dec. 541 (2004) ("'It is also a fundamental rule of statutory construction that where there exists a general statutory provision and a specific statutory provision, either in the same or in another act, both relating to the same subject, the specific provision controls and should be applied.'") Under either of these rules of statutory construction, the HCSLA would prevail.

1. The Health Care Services Lien Act controls because it was enacted later in time than the Family Expense Act.

As noted by the Appellate Court, Section 15(a)(1) of the Family Expense Act, 750 ILCS 65/15(a)(1) upon which the court relied for its decision, contains the identical language it contained when it was enacted by the General Assembly in 1874. *Manago*, ¶ 32. Since that time, the Family Expense Act has been amended twice to add additional sections, but the language of Section 15(a)(1) has never been altered. P.A. 82-262, § 1, eff. Jan. 1, 1982; P.A. 86-689, § 1, eff. Jan. 1, 1990. The HCSLA, 770 ILCS 23/1 et seq., was enacted by P.A. 93-51 and effective July 1, 2003. Accordingly, if the Family Expense Act and the HCSLA are in conflict, as found by the Appellate Court, the HCSLA would control, not the Family Expense Act.

As set forth above, the HCSLA, allows healthcare providers and professionals who render service in the treatment, care or maintenance of an injured person to assert a lien upon "all claims and causes of action of the injured person" and they may recover. The lien is to be satisfied from the "verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action." 770 ILCS 23/10(a). That statute does not exclude minors from its reach. It also does not limit the right of recovery to situations where medical expenses are sought and recovered by the injured person. Accordingly, the Appellate Court's decision must be reversed.

2. The Health Care Services Lien Act controls because it is the more specific statutory provision.

As discussed above, the Family Expense Act, is a general statutory provision which allows all creditors of either a husband or a wife to seek payment for "expenses of

the family and the education of the children." 750 ILCS 65/15. Accordingly, this statute applies to all creditors and all types of "family expenses." Although it has been found to apply to medical providers who are seeking to recover for medical expenses incurred by minor children, it is not specific to or limited to only those expenses. It is a general statute.

The HCSLA, however, is very specific with regards to the type of expenses fall within its protection, the source from which those expenses can be recovered, and the manner in which those expenses can be recovered. The HCSLA grants healthcare providers and professionals (specific creditors) the right to recover from an injured person (a specific debtor) the reasonable charges of services rendered to that injured party (a specific debtor). The granted right of recovery attaches to "all claims and causes of action of the injured person" (specific circumstances – where the injuries are wrongfully caused) and can be recovered from "the verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action" (a specific fund). 770 ILCS 23/10(a). The HCSLA further sets forth specific and detailed provisions regarding what percentage (40% or 1/3) of the "verdict, judgment, award, settlement or compromise" is available to those holding liens under the HCSLA and how that amount is to be divided between the lienholders. Because the HCSLA is the more specific statutory provision, it controls. *See Village of Chatham v. County of Sangamon*, 216 Ill. 2d 402, 431-432, 837 N.E.2d 29, 46-47, 297 Ill. Dec. 249 (2005) (This Court was considering whether at Section of the Municipal Code regarding annexation agreements with property owners outside municipal boundaries was more

specific that a provision in the Counties Code which concerned zoning and building code regulations. This court found that the Municipal Code provision was more specific where it was more specific to the circumstances presented (annexation agreements vs. general zoning) and contained detailed procedures to be followed with regards to those agreements)). The Appellate Court's decision must be reversed and the HCSLA must be enforced as it is written.

CONCLUSION

The Appellate Court's decision is contrary to the rules of statutory construction. The plain and unambiguous language of the Health Care Services Lien Act, 770 ILCS 23/10, allows health care providers and professionals who provide treatment, care, or maintenance to an injured person to assert a lien upon all claims and causes of action of that injured person. Injured minors are not excluded from the reach of the Act. The lien attaches to the "verdict, judgment, award, settlement or compromise" and is not dependent on the injured person either seeking or recovering medical expenses from the individual or entity responsible for causing the injuries.

The Health Care Services Lien Act, 770 ILCS 23/1 et seq. does not conflict with the Family Expense Act. Although each statutory provision grants health care providers and professionals the right to seek payment of services rendered to a minor, neither Act is mutually exclusive. Health care providers and professionals who render services for care and treatment to an injured person can assert a lien under the Health Care Services Lien Act, or seek reimbursement from the minors parents, or both. The two Acts can be

interpreted to give effect to both statutory provisions, as is required when possible under Illinois rules governing statutory construction.

Even assuming, *arguendo*, that the Health Care Services Lien Act and the Family Expense Act could be found to be in direct conflict, it is the Health Care Services Lien Act which would control where a minor is injured and seeks recovery from a third party. Fist, the Health Care Services Lien Act was enacted subsequent to the Family Expense Act and is, therefore, considered to be the most recent expression of legislative intent. Second, the Health Care Services Lien Act is the more specific of the two statutory provisions and would, therefore, control over the more general provisions of the Family Expense Act. Accordingly, Southern Illinois Hospital Services is requesting this Court to reverse the Appellate Court decision and hold that healthcare providers and professionals can assert a lien against the claims and causes of actions of minor and recover those liens from the minor's "verdict, judgment, award, settlement or compromise" as provided within the Health Care Services Lien Act regardless of whether medical expenses are sought or recovered by the minor.

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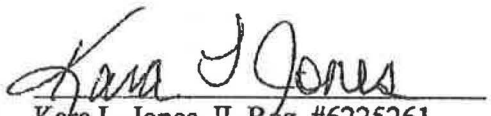

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CERTIFICATE OF SERVICE

The undersigned attorney certifies that a copy of the foregoing Brief of Amicus Curiae of Southern Illinois Hospital Services in Support of the Appellant, The County of Cook was mailed to the attorney(s) of record of all parties to the above cause by enclosing a copy of same in an envelope addressed to such attorney(s) at his business address and disclosed by the pleadings of record herein and shown below, with postage fully prepaid and by depositing said envelope in a U.S. Post Office mailbox in Carbondale, Illinois by 5:00 p.m. on the 1st day of February, 2017:

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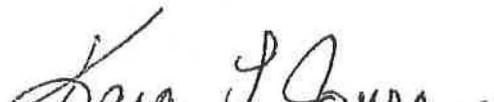

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No. 121078

IN THE
SUPREME COURT OF ILLINOIS

AKEEM MANAGO, a deceased minor by and through April Pritchett, Mother and Next Friend,	)	**Appeal from the Appellate Court of Illinois, First Judicial District,**
Plaintiff-Appellee,	)	**No. 1-12-1365**
April Pritchett, Individually and as Special Administrator for the Estate of Akeem Manago	)	**There heard on appeal from the Circuit Court of Cook County, Illinois Law Division**
Plaintiff,	)	**No. 08-L-13211**
vs.	)	**Hon. Thomas L. Hogan Judge Presiding**
THE COUNTY OF COOK,	)	
Lienholder-Appellant	)	
Chicago Housing Authority, a Municipal Corporation, and H.J. Russell and Company,	)	
Defendants.	)	

SUPREME COURT RULE 341(c) CERTIFICATE OF COMPLIANCE

I, Kara L. Jones, of FEIRICH/MAGER/GREEN/RYAN, attorneys for the Amicus Curiae Southern Illinois Hospital Services in Support of the Appellants, The County of Cook, certifies that this brief conforms to the requirements of Rules 341(a) and (b). The length of this Brief, excluding pages containing the Rule 341(d) cover, the Rule 341(h)(1) statement of points and authorities, the Rule 341(c) certificate of compliance, the

certificate of service, and those matters to be appended to the brief under Rule 342(a), is 19 pages.

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