LOUISIANA COURT OF APPEAL, SECOND CIRCUIT

Kimberly Pearson Ruby v. Lyndon Bain Carpenter

No. 56,669-CA, Louisiana Court of Appeal, Second Circuit (December 17, 2025)

SUMMARY

The Louisiana Second Circuit Court of Appeal affirmed dismissal of Kimberly Pearson Ruby's claims against her chiropractor under the Health Care Consumer Billing and Disclosure Protection Act, also known as the Balanced Billing Act, and the Louisiana Unfair Trade Practices Act. The court held that the evidence did not establish double billing, improper collection, or unfair trade practices, and found no manifest error in the trial court's factual findings.

CASE DETAILS

COURT	Louisiana Court of Appeal, Second Circuit
WRITING FOR THE COURT	PITMAN, C. J.; Pitman; Stone; Ellender
JURISDICTION	Louisiana Court of Appeal, Second Circuit
DECIDED	December 17, 2025
DOCKET	56,669-CA
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed a judgment of the Third Judicial District Court for the Parish of Union dismissing with prejudice her claims against her chiropractor under Louisiana's Health Care Consumer Billing and Disclosure Protection Act, also known as the Balanced Billing Act, and the Louisiana Unfair Trade Practices Act.
STANDARD OF REVIEW	The appellate court applies manifest-error review to findings of fact and will not set them aside unless they are manifestly erroneous or clearly wrong. Where there are two permissible views of the evidence, the fact finder's choice cannot be manifestly erroneous or clearly wrong.
PRECEDENTIAL VALUE	published
PARTIES	Kimberly Pearson Ruby v. Lyndon Bain Carpenter

TOPICS

health law · consumer protection · insurance · standard of review · appellate procedure

PRACTICE AREAS

health law · consumer protection · insurance · appellate procedure · remedies

QUESTIONS PRESENTED

1. Whether the trial court manifestly erred in finding that Carpenter did not violate the Balanced Billing Act by billing State Farm and seeking payment of the remaining chiropractic charges.
2. Whether Carpenter's billing conduct violated the Louisiana Unfair Trade Practices Act.
3. Whether Ruby was entitled to damages, treble damages, attorney fees, or other relief under the Balanced Billing Act or LUTPA.

HOLDINGS

1. The trial court did not manifestly err in finding that Carpenter did not violate the Balanced Billing Act. The evidence showed that Carpenter did not double bill an insurance provider, billed State Farm at Ruby's direction, and did not know of the Blue Cross Blue Shield coverage until after treatment had ended and the billing dispute had arisen.
2. Carpenter did not violate LUTPA because the evidence did not establish fraud, deception, misrepresentation, breach of fiduciary duty, or other unethical conduct, and the trial court's factual determination was not manifestly erroneous.
3. Ruby was not entitled to damages, treble damages, attorney fees, or other relief because she failed to establish a violation of either the Balanced Billing Act or LUTPA.

KEY QUOTATIONS

> *"The BBA, La. R.S. 22:1871, et seq., prohibits a contracted healthcare provider from collecting or attempting to collect amounts from an insured patient in excess of the contracted reimbursement rate."* (4)

> *"The evidence shows Defendant never attempted to double bill any insurance provider."* (7)

FACTUAL BACKGROUND

Ruby received chiropractic treatment from Carpenter after a March 9, 2019 automobile accident. Her initial treatment was billed to United Healthcare at an in-network contractual rate; after that coverage ended, she instructed Carpenter to bill State Farm, the tortfeasor's insurer, and Carpenter filed a medical lien and billed State Farm. Ruby later obtained Blue Cross Blue Shield coverage effective October 1, 2019, but the trial court found Carpenter did not learn of that coverage until September 3, 2020, after treatment and settlement-related billing had ended. Carpenter billed a total of $7,585, received $5,365 from the settlement, and Ruby later paid the remaining $2,220 under protest.

PROCEDURAL HISTORY

Ruby was treated by Carpenter after an automobile accident and sued, alleging that Carpenter improperly billed the tortfeasor's insurer rather than her later-obtained health insurer and thereby violated the Balanced Billing Act and LUTPA. After a bench trial on October 21, 2024, the trial court found no unlawful double billing, no failure to participate in discount billing, no fraud, and no unfair trade practice. The trial court issued reasons on February 7, 2025, entered judgment dismissing the suit with prejudice on April 11, 2025, and Ruby appealed.

DISPOSITION

affirmed

CASES CITED

- DePhillips v. Hosp. Serv. Dist. No. 1 of Tangipahoa Par., 19-01496 (La. 7/9/20), 340 So. 3d 817
- Rosell v. ESCO, 549 So. 2d 840 (La. 1989)
- Stobart v. State through Dep't of Transp. & Dev., 617 So. 2d 880 (La. 1993)
- Cupp Drug Store, Inc. v. Blue Cross & Blue Shield of Louisiana, Inc., 49,482 (La. App. 2 Cir. 1/7/15), 161 So. 3d 860, writ denied, 15-0571 (La. 5/22/15), 171 So. 3d 249
- Walker v. Hixson Autoplex of Monroe, L.L.C., 51,758 (La. App. 2 Cir. 11/29/17), 245 So. 3d 1088
- Cole v. Department of Public Safety & Corrections, 01-2123 (La. 9/4/02), 825 So. 2d 1134