SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0559-22

LAKITA D. MURRAY,

Plaintiff-Respondent,

v.

CHRISTOPHER B. PUNINA, CHRISTOPH PUNINA, NEW JERSEY PROPERTY LIABILITY GUARANTY ASSOCIATION, a/k/a/ NJPLIGA,

Defendants-Respondents,

and

ANTHONY MARRONE, II,

Defendant-Appellant.

———————————————

Argued October 12, 2023 – Decided December 31, 2024

Before Judges Vernoia, Gummer and Walcott-Henderson.

On appeal from the Superior Court of New Jersey, Law Division, Middlesex County, Docket No. L-4874-18.

Stephen J. Foley, Jr., argued the cause for appellant (Campbell, Foley, Delano & Adams, LLC, attorney; Stephen J. Foley, Jr., on the briefs).

Daniel N. Epstein argued the cause for respondent Lakita D. Murray (Epstein Ostrove, LLC, attorneys; Daniel N. Epstein, on the brief).

The opinion of the court was delivered by

WALCOTT-HENDERSON, J.S.C. (temporarily assigned).

The question before us is whether the 2019 amendment to N.J.S.A. 39:6A-12 of the No-Fault Act, N.J.S.A. 39:6A-1 to -35, allows the Unsatisfied Claim and Judgment Fund (UCJF), N.J.S.A. 39:6-86.1, to compensate a claimant for future medical expenses. We note that question was raised in Brehme v. Irwin, and our Supreme Court granted the plaintiff's petition for certification on May 14, 2024. No. A-3760-21 (App. Div. Dec. 27, 2023), certif. granted, 257 N.J. 424 (2024).

In this personal-injury action arising out of an automobile accident, a jury awarded plaintiff Lakita Murray $100,000 for future medical expenses and apportioned liability at eighty percent to defendant Christopher B. Punina and twenty percent to defendant Anthony Marrone, II. Although Marrone

appeals from four orders,[1] the central issue on appeal is the award to plaintiff of $20,000 in future medical expenses. We vacate in part, reverse in part, and remand for entry of a modified judgment in accordance with the opinion.

While driving southbound on the New Jersey Turnpike, Marrone collided with Punina's vehicle in which plaintiff was a passenger. Plaintiff suffered a significant laceration to her forehead. Because Punina's vehicle was uninsured and plaintiff did not reside in a household in which she or a family member insured a car, plaintiff filed a claim for personal injury protection (PIP) benefits with the New Jersey Property and Liability Guaranty Association (NJPLIGA) — the administrator of the UCJF, N.J.S.A. 39:6-86.1.[2]

Plaintiff also filed a complaint in Superior Court, alleging negligence and seeking damages against the following defendants: Marrone and Punina,

---

[1] The four orders Marrone appeals from are: a May 10, 2022 order denying his motion in limine seeking to strike plaintiff's expert testimony regarding the cost of future medical treatment; a June 6, 2022 order for judgment apportioning liability between the parties; a September 8, 2022 order denying his motion for judgment notwithstanding the verdict seeking to limit the jury award because evidence of future medical expenses was inadmissible under the No-Fault Act, N.J.S.A. 39:6A-12; and an October 19, 2022 order amending the June 6, 2022 order for judgment to award attorney's fees, litigation expenses and enhanced pre-judgment interest pursuant to the offer-of-judgment rule, R. 4:58-2(a).

[2] NJPLIGA did not participate in the trial or this appeal.

as the operators of the vehicles involved in the accident in which she was injured, and NJPLIGA. Defendant Punina defaulted, and plaintiff's case proceeded against Marrone and NJPLIGA.

Prior to the trial, Marrone moved to redact testimony from the de bene esse deposition of Dr. Arthur Perry, plaintiff's medical expert in the field of plastic surgery, who had opined regarding a series of treatments plaintiff could undergo to improve the appearance of a scar resulting from the facial laceration she suffered in the accident. Dr. Perry testified, over defendant's objection, that the costs for the recommended procedures ranged from $42,000 to $160,000. In his motion in limine seeking to bar the testimony at trial, Marrone argued that Dr. Perry's testimony about the future medical costs was inadmissible because the No-Fault Act prohibits evidence of medical expenses "collectible" under PIP and plaintiff's PIP benefits would cover the estimated future medical costs. N.J.S.A. 39:6A-12. The court denied Marrone's motion on the record on May 10, 2022, stating that even though the exact cost of the treatments plaintiff may or may not eventually seek to undergo is unknown, "as it stands, it's a future medical bill that is causally related to the accident and I think its boardable. So the issue is going to get to the jury, okay?" The court did not issue a written order.

In accordance with Rule 4:58-1, plaintiff filed a $50,000 offer of judgment against Marrone, which Marrone did not accept. Pursuant to Rule 4:58-2,[3] plaintiff was required to obtain a judgment of $60,000 or more in order to warrant the award of fees, expenses and enhanced interest under the offer-of-judgment rule.

Thereafter, the matter proceeded to trial, where plaintiff testified that she wanted to eventually undergo the medical procedures Dr. Perry had recommended to make her scar less visible.

At the conclusion of the two-day trial, the jury — having heard the expert's testimony about the costs of the recommended future medical procedures — returned a verdict in favor of plaintiff, apportioning eighty-percent liability to Punina and twenty-percent liability to Marrone. The jury awarded $250,000 in non-economic damages and $100,000 in future medical expenses; thus, based on the percentage of liability attributable to each defendant, the jury awarded $50,000 in non-economic damages and $20,000 in future medical expenses in plaintiff's favor against Marrone.

---

[3] Rule 4:58-2(a) provides for the award of litigation expenses, counsel fees and enhanced pre-judgment interest to a plaintiff whose offer of judgment is not accepted and thereafter obtains a judgment "in an amount that is 120% of the offer or more."

On June 6, 2022, the court entered judgment based on the May 12, 2022 jury verdict against Punina for $306,944.86 and against Marrone for $76,736.21, representing the net damage award and pre-judgment interest and costs against each. Because the award was over 120% of the $50,000 offer of judgment, plaintiff requested under Rule 4:58-2(a) that the court award to her the expenses incurred after Marrone's non-acceptance of the offer, including additional interest and reasonable attorney's fees, totaling $59,826.33.

Marrone moved under Rule 4:40-2 for judgment notwithstanding the verdict regarding that portion of the verdict awarding future medical expenses to plaintiff. On August 18, 2022, the court held oral argument and Morrone argued that the court should strike the $20,000 award entered against him in plaintiff's favor as damages for future medical expenses. Relying on N.J.S.A. 39:6A-12 of the No-Fault Act, Morrone asserted that future medical expenses were not allowed to be presented to a jury in a motor vehicle accident case because those expenses were "payable" and "collectible" through the statute. Marrone asserted plaintiff had no right to recover those costs against him, and her sole right to relief for future medical costs was to file a claim under the UCJF, administered by the NJPLIGA, and if that claim is denied, to sue NJPLIGA in a coverage action.

The court accepted as undisputed that: (a) plaintiff was eligible for up to $250,000 in PIP medical expense benefits through NJPLIGA; (b) those benefits had not been exhausted as of the time of trial; and (c) the $160,000 maximum amount of future medical care expenses Dr. Perry opined might be required to treat the scar on plaintiff's face would not exhaust the remainder of the PIP benefits available to plaintiff.

However, the court denied the motion, stating "[t]his [c]ourt finds that the No-Fault Act does not preclude [p]laintiff from seeking such an award of future medical expenses" against Marrone. The court further noted the No-Fault Act had been recently amended and broadened plaintiff's right to recovery. The No-Fault Act provides:

> Nothing in this section shall be construed to limit the right of recovery against the tortfeasor, of uncompensated economic loss as defined by [N.J.S.A. 39:6A-2[(k)], including all uncompensated medical expenses not covered by the personal injury protection limits applicable to the injured party and sustained by the injured party. All medical expenses that exceed, or are unpaid or uncovered, by any inured party's medical expense benefits [PIP] limits, regardless of any health insurance coverage, are claimed by any injured party as against all liable parties, including any self-funded health care plans that assert valid liens.
>
> [N.J.S.A. 39:6A-12 (emphasis added).]

In addressing Marrone's argument that future medical costs are "collectible" or "payable" under N.J.S.A. 39:6A-12, the court ruled "[t]he particular future medical expenses requested have not yet been incurred, and therefore cannot constitute outstanding medical bills or unrecovered medical bills, and as such cannot be barred by the No[-]Fault Act." The court concluded that because the jury found plaintiff's injury will require future medical expenses, and causally linked the injury to Marrone's conduct, "[p]laintiff is clearly entitled to recovery for that injury now . . . Therefore, [d]efendants' motion for a judgment notwithstanding the verdict is denied." The court entered its order on September 8, 2022.

On October 19, 2022, the court entered an order amending the June 6, 2022 order for judgment in response to plaintiff's motion for an award of costs, additional interest and attorney's fees pursuant to the offer-of-judgment rule, R. 4:58-2. Plaintiff had sought $59,826.33, but the court found that amount to be excessive and awarded plaintiff a reduced amount totaling $44,107.58 in

expenses, additional interest and attorney's fees against Marrone, and amended the prior judgment from $76,737.21[4] to $120,844.79.

This appeal followed. Marrone presents the following arguments for our consideration:

> POINT I
>
> THE COST OF FUTURE MEDICAL CARE PROJECTED BY PLAINTIFF'S MEDICAL EXPERT FELL WITHIN THE LIMITS OF HER PIP MEDICAL EXPENSE BENEFIT COVERAGE AND THE AMOUNTS THEREOF WERE NEITHER ADMISSIBLE NOR RECOVERABLE IN THIS ACTION.
>
> POINT II
>
> TO BE "COLLECTIBLE," AND THEREFORE INADMISSIBLE PURSUANT TO N.J.S.A. 39:6A-12, THE COST OF FUTURE MEDICAL CARE NEED NOT BE SHOWN TO BE CAPABLE OF ACTUAL COLLECTION BY PLAINTIFF.
>
> POINT III
>
> MOLDING THE JUDGMENTS ENTERED BELOW TO REMOVE THEREFROM THE JURY'S AWARD FOR FUTURE MEDICAL EXPENSES REQUIRES AS WELL THAT THE AMENDED JUDGMENT BE FURTHER MOLDED TO REMOVE THE

[4] We recognize there is a one-dollar difference between the June 6, 2022 order and the October 19, 2022 order. The June 6, 2022 order entered a judgment of $76,737.21 and the October 19, 2022 order based its judgment on $76,736.21.

AMOUNTS OF THE COUNSEL FEES, LITIGATION EXPENSES AND ENHANCED PRE-JUDGMENT INTEREST AWARDED PURSUANT TO R[ULE] 4:58-2(a) (NOT RAISED BELOW).

I.

Paramount to our decision is the interpretation of the No-Fault and UCJF laws. The No-Fault Act was first introduced in 1972 to address the problem of prohibitively expensive insurance premiums in New Jersey, ensure expedited payment of medical bills, and avoid clogging up the court system. Haines v. Taft, 237 N.J. 271, 284 (2019). At first, the statute "required insurance companies to provide insureds unlimited medical expense benefits without regard to fault." Ibid. However, in Haines v. Taft, the Supreme Court held that injured parties could not sue other drivers to recover costs in excess of their PIP coverage. Id. at 294. In response, the Legislature amended the statute, N.J.S.A. 39:6A-12, to overturn Haines and "ensure that low-income drivers who must settle for lesser PIP coverage options . . . will not be denied the ability to recover their unreimbursed medical expenses from those who caused their injuries." Governor's Signing Statement to S. 2432 & S. 3963 (Aug. 15, 2019) (L. 2019, c. 244, 245).

It is well settled that the purpose of the UCJF is to "provide a measure of relief to persons who sustain losses inflicted by financially irresponsible or

unknown owners and operators of motor vehicles, where such persons would otherwise be remediless." Jimenez v. Baglieri, 152 N.J. 337, 342 (1998). The UCJF was amended in 1972 to provide for payment of parallel PIP benefits. Craig & Pomeroy, New Jersey Auto Insurance Law 30:2-5 (2023) (citing L. 1972, c. 198). The UCJF PIP provisions "codified at N.J.S.[A.] 39:6-86.1 to -86.6 . . . tracked word-for-word the No[-]Fault Act language. . . . [,]" and "each time since 1972 that PIP provisions have been amended . . . conforming amendments have been made to these UCJF[-]PIP rules." Ibid.

Indeed, other provisions of the No-Fault Act have been applied to UCJF claims. "The statutes are to be read in pari materia." Garcia v. Snedeker, 199 N.J. Super. 254, 260 (App. Div. 1999) (applying time limitations from the No-Fault Act to UCJF PIP claims); see also UCJF v. N.J. Mfrs. Ins. Co., 138 N.J. 185, 202 (1994) (applying anti-subrogation provisions from the No-Fault Act to UCJF PIP claims). If the statutes are not read together, particularly with regard to the inadmissibility provision, UCJF claimants may have greater rights than those insured under private insurance policies. Ibid.

Here, in determining whether plaintiff may collect the cost of future medical benefits — covered by benefits available through the UCJF — from Marrone, we must address the trial court's interpretation of N.J.S.A. 39:6A-12

and the UCJP laws, particularly focusing on the words "collectible" and "unpaid."

An appellate court's review of rulings of law and issues regarding the applicability, validity (including constitutionality) or interpretation of laws or statutes, is de novo. See Kocanowski v. Twp. of Bridgewater, 237 N.J. 3, 9 (2019). "A trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Rowe v. Bell & Gossett Co., 239 N.J. 531, 552 (2019) (quoting Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995)).

When discerning the meaning of a statute, the court's "duty is 'to construe and apply the statute as enacted.'" Daidone v. Buterick Bulkheading, 191 N.J. 557, 565 (2007) (quoting DiProspero v. Penn, 183 N.J. 477, 492 (2005)). When a court construes a statute "[t]o interpret [its] meaning and scope . . . [,] [the court] look[s] for the Legislature's intent." State v. McCray, 243 N.J. 196, 208 (2020). A statute's plain language "is typically the best indicator of intent." Id. at 233. If statutory language is ambiguous, however, "courts may consider extrinsic materials, including legislative history, committee reports, and other sources, to discern the Legislature's intent." State

v. Lopez-Carrera, 245 N.J. 596, 613 (2021) (citing In re Ridgefield Park Bd. of Educ., 244 N.J. 1, 18 (2020)).

When interpreting a statute, "[w]e must presume that every word in [the] statute has meaning and is not mere surplusage." Cast Art Indus., LLC v. KPMG LLP, 209 N.J. 208, 222 (2012) (quoting In re Att'y Gen.'s "Directive on Exit Polling: Media & Non-Partisan Pub. Int. Grps.", 200 N.J. 283, 297-98 (2009)). We also "cannot presume the Legislature 'intended a result different from what is indicated by the plain language or add a qualification to a statute that the Legislature chose to omit.'" Simadiris v. Paterson Pub. Sch. Dist., 466 N.J. Super. 40, 49 (App. Div. 2021) (quoting Tumpson v. Farina, 218 N.J. 450, 467-68 (2014)). Nor can we "engage in conjecture or surmise which will circumvent the plain meaning of the act." DiProspero, 183 N.J. at 492 (quoting In re Closing of Jamesburg High Sch., 83 N.J. 540, 548 (1980)).

The relevant provision of the No-Fault Act, as amended in 2019, currently provides:

> Inadmissibility of evidence of losses collectible under [PIP] coverage. Except as may be required in an action brought pursuant to section 20 of L. 1983, c. 362 (C.39:6A-9.1), evidence of the amounts collectible or paid under a standard automobile insurance policy pursuant to sections 4 and 10 of L. 1972, c. 70 (C.39:6A-4 and 39:6A-10), amounts collectible or paid for medical expense benefits under

a basic automobile insurance policy pursuant to section 4 of L. 1998, c. 21 (C.39:6A-3.1) and amounts collectible or paid for benefits under a special automobile insurance policy pursuant to section 45 of L. 2003, c. 89 (C.39:6A-3.3), to an injured person, including the amounts of any deductibles, copayments or exclusions, including exclusions pursuant to subsection d. of section 13 of L. 1983, c. 362 (C.39:6A-4.3), otherwise compensated is inadmissible in a civil action for recovery of damages for bodily injury by such injured person.

The court shall instruct the jury that, in arriving at a verdict as to the amount of the damages for noneconomic loss to be recovered by the injured person, the jury shall not speculate as to the amount of the medical expense benefits paid or payable by an automobile insurer under personal injury protection coverage payable under a standard automobile insurance policy pursuant to sections 4 and 10 of L. 1972, c. 70 (C.39:6A-4 and 39:6A-10), medical expense benefits under a basic automobile insurance policy pursuant to section 4 of P.L. 1998, c. 21 (C.39:6A-3.1) or benefits under a special automobile insurance policy pursuant to section 45 of P.L. 2003, c. 89 (C.39:6A-3.3) to the injured person, nor shall they speculate as to the amount of benefits paid or payable by a health insurer, health maintenance organization or governmental agency under subsection d. of section 13 of L. 1983, c. 362 (C.39:6A-4.3).

Nothing in this section shall be construed to limit the right of recovery, against the tortfeasor, of uncompensated economic loss as defined by subsection k. of section 2 of L. 1972, c. 70 (C. 39:6A-2), including all uncompensated medical expenses not covered by the personal injury protection limits applicable to the injured party and sustained by the

> injured party. All medical expenses that exceed, or are unpaid or uncovered by any injured party's medical expense benefits personal injury protection limits, regardless of any health insurance coverage, are claimable by any injured party as against all liable parties, including any self-funded health care plans that assert valid liens.
>
> [N.J.S.A. 39:6A-12 (emphasis added).]

II.

Marrone first argues that plaintiff has not exhausted her $250,000 PIP limit under NJPLIGA and is therefore not entitled to any additional damages, including future medical expenses, from him. In response, plaintiff asserts that her case does not involve benefits "collectible" under PIP or benefits "payable" under an automobile insurance policy so the No-Fault Act does not bar her from collecting damages for future medical expenses from Marrone. Plaintiff maintains that her case "involves an uninsured motorist claim against the UCJF, not benefits payable under the PIP provisions of an automobile insurance policy to which N.J.S.A. 39:6A-12, in both its title and body, is expressly directed." Plaintiff further argues that N.J.S.A. 39:6A-12 does not "clearly apply to [her] case."

We disagree with plaintiff's contentions and conclude there is no support for plaintiff's claim that her future medical costs are not payable through the

No-Fault Act, N.J.S.A. 39:6A-12, and thus, the trial court's order denying Marrone's motion in limine, thereby permitting Dr. Perry's testimony concerning the cost of future surgeries, and the three subsequent orders which included the future medical expense award, must be reversed. Under the statutory interpretation rule of surplusage, "collectible" and "unpaid" are separate and distinct terms. KPMG LLP, 209 N.J. at 222.

We consider the legislative intent of the amendment to the No-Fault Act, which deemed inadmissible "evidence of losses collectible under [PIP] coverage." McCray, 243 N.J. at 208 ("To interpret the meaning and scope of a statute, we look for the Legislature's intent."). There is no indication in the statute's language that in amending the No-Fault Act, the Legislature intended to subvert its long-standing principal goal of cost containment. See Jimenez, 152 N.J. at 347 (stating "[s]ince its enactment, the Legislature has continuously sought to preserve the Fund's assets.").

We are also persuaded that the "Legislature has continued to use [PIP] as a general term that refers to standard, basic, or special policies," applicable to both PIP under the No-Fault Act and the UCJF. Sanders v. Langemeier, 199 N.J. 366, 378-79 (2009) ("Had the Legislature intended that the reference to '[PIP] coverage' include only the standard and basic policies, it would have

amended the UCJF statute to refer to those coverages specifically rather than leaving in place the reference to PIP coverage generally[.]"); see also Garcia, 199 N.J. Super. at 254 (applying time limitations from the No-Fault Act to UCJF PIP claims); UCJF, 138 N.J. at 185 (applying anti-subrogation provisions from the No-Fault Act to UCJF PIP claims).

Thus, we find no support in the law for plaintiff's contention that N.J.S.A. 39:6A-12 does not apply to her case as a UCJF claimant who has not yet exhausted her PIP coverage. Plaintiff claims that the future medical expenses are too speculative to qualify as "collectible within the meaning of N.J.S.A. 39:6A-12." PIP benefits to which an injured party is legally entitled qualify as "collectible." Tullis v. Teial, 182 N.J. Super 553, 559 (App. Div. 1982).

Therefore, the court's four orders issued on May 10, June 6, September 8, and October 19, 2022, must be reversed in that they enabled plaintiff to recover for future medical benefits against Marrone because allowing tort recovery when UCJF PIP benefits have not been exhausted goes against the very objective of the UCJF laws "to provide a measure of relief to persons who sustain losses inflicted by financially irresponsible or unknown owners and operators of motor vehicles, where such persons would otherwise be

remediless." Jimenez, 152 N.J. at 342; see also Esdaile v. Angle, 245 N.J. Super. 591, 594-95 (App. Div. 1991) (holding that "[a]llowing plaintiff to retain the money received from the [UCJF] for PIP benefits, as well as the money obtained from [settlement in a civil suit], sanctions a double recovery, defeats the important public policies underlying the [UCJF] and undermines the financial integrity and stability of the [UCJF].").

III.

A.

Plaintiff also argues that the amended language in N.J.S.A. 39:6A-12 permits injured parties to "board" — or seek damages for — "unpaid" medical expenses "regardless of their 'collectability.'" More particularly, plaintiff maintains that as amended, the statutory language, "all medical expenses that exceed, or are unpaid or uncovered by any injured party's medical expense benefits [PIP] limits, regardless of any health insurance coverage, are claimable by any injured party," encompasses and includes her future medical expenses. N.J.S.A. 39:6A-12 (emphasis added). This argument ignores the history and purpose of the No-Fault Act, the plain meaning of the word "unpaid," and the inadmissibility provision's "collectible or paid" language, as amended. Ibid. In other words, when read together, "all medical expenses"

that "are unpaid or uncovered" refers to expenses that have been incurred but remain outstanding and, thus, this language — "all medical expenses that exceed, or are unpaid or uncovered by any injured party's medical expense benefits [PIP] limits, regardless of any health insurance coverage, are claimable by any injured party" — does not create a new category of eligibility for payment of future medical expenses that have not been incurred. Ibid. Therefore, the court erred in issuing orders that allowed the presentation of Dr. Perry's testimony about those costs and awarded those costs to plaintiff.

We reach this conclusion by considering that the adjective "unpaid" in the operative clause of N.J.S.A. 39:6A-12 modifies the phrases "by any injured party's medical expense benefits personal injury protection limits" and "all medical expenses." We are not persuaded that the plain meaning of the word "unpaid" covers all expenses that insurance providers have not fully reimbursed. An interpretation this broad would include all medical expenses incurred until those expenses are paid and according to plaintiff's argument, could include expenses that have not been incurred and are not legally due. Interpreting "unpaid" in this way runs counter to the "collectible or paid" language used at the beginning of the statutory provision. N.J.S.A. 39:6A-12. We therefore conclude that "unpaid" refers to a debt or claim of right accrued

but not satisfied, synonymous to arrears. Highland Lakes Country Club & Cmty. Ass'n v. Franzino, 186 N.J. 99, 117–18 (2006) (defining "arrears" as "[t]he state of being behind in the payment of a debt or the discharge of an obligation" or "[a]n unpaid or overdue debt" or "[a]n unfinished duty") (quoting Black's Law Dictionary 104 (7th ed. 1999)); Outstanding, Merriam-Webster's Dictionary (11th ed. 2014) (presenting two synonyms of outstanding as unpaid, as in "left several bills outstanding," and "unresolved").

Plaintiff testified that she wanted to undergo someday the recommended treatments to make the scar on her face resulting from the automobile accident less visible, and her expert opined that the costs for such a procedure ranged from $42,000 to $160,000. There is no dispute, however, that plaintiff did not incur any of these costs and testified strictly about future possible expenses. Under these circumstances, we cannot agree that plaintiff's anticipated future medical costs constitute "medical expenses that exceed, or are unpaid or uncovered by any injured party's medical expense benefits [PIP] limits, regardless of any health insurance coverage" within the meaning of the statute. N.J.S.A. 39:6A-12 (emphasis added). If that were the case, plaintiff could claim expenses that have not even been incurred and are not legally due, which would run counter to the "collectible or paid" language used at the beginning

of the statutory provision. N.J.S.A. 39:6A-12. Thus, we are persuaded that unpaid refers to a debt or claim currently in existence, but not yet paid, and not a future expense that has not been incurred, such as plaintiff's anticipated or future surgical expenses. Further, the "uncovered" language in the statute bars plaintiff from claiming her anticipated future medical expenses because they are not uncovered — her PIP benefits are sufficient to cover those costs.

Here, because the PIP language refers to unpaid expenses — which as we explain above refers to incurred expenses that remain unpaid — plaintiff is not entitled to board future medical expenses related to the facial procedures which she has not yet incurred. Additionally, the "uncovered" language in the statute prevents plaintiff's double recovery and bars her from collecting these anticipated costs from Marrone when she can get them from her PIP benefits. We therefore disagree with the court's determination that "future surgery expenses are, by nature, unpaid medical expenses that have not been paid under [p]laintiff's PIP limits," and, accordingly, reverse the orders under appeal.

B.

Defendant also contends that future medical expenses are "collectible" and therefore inadmissible. He notes the post-Haines amendment did not alter

the statutory provision making "evidence of the amounts collectible or paid [by PIP] . . . inadmissible in a civil action for recovery of damages for bodily injury by" persons, such as plaintiff, who are injured in car accidents. N.J.S.A. 39:6A-12.

Plaintiff's response, however, is unpersuasive: she argues that the future medical expenses are too "speculative" to qualify as "collectible within the meaning of N.J.S.A. 39:6A-12." This argument is unavailing as plaintiff is arguing the future medical expenses are too speculative for N.J.S.A. 39:6A-12 — but she would still need to show with some specificity that by a "preponderance of the evidence, the probable need for future medical care and the reasonableness of the charge for future medical care." Model Jury Charges (Civil), 8:11I, at 1-2.

Plaintiff would have us interpret the word "unpaid" to suggest the Legislature — in amending one part of the No-Fault Act, stating "all medical expenses that exceed, or are unpaid or uncovered by any injured party's medical expense benefits [PIP] limits, regardless of any health insurance coverage, are claimable by any injured party" — intended to undermine the unamended inadmissibility provision, which states that evidence of the amounts collectible or paid under a standard, basic, or special automobile

insurance policy to an injured person is inadmissible in a civil action for recovery of damages. N.J.S.A. 39:6A-12. Plaintiff further argues the No-Fault Act does not apply to the UCJF insurance coverage, so those inadmissibility provisions do not affect her claim for future medical expenses against Marrone. Although the UCJF does not contain its own inadmissibility provision like that of the No-Fault Act, the plain language of each statute indicates that N.J.S.A. 39:6A-12 applies to PIP benefits under UCJF coverage. Sanders, 199 N.J. at 379. "Standard," "basic," and "special" policies are each expressly named in the No-Fault Law's inadmissibility provision. N.J.S.A. 39:6A-12. We are therefore unpersuaded by plaintiff's argument, which is contrary to the basic tenet of statutory interpretation that "statutes are to be read sensibly . . . and the controlling legislative intent is to be presumed as consonant to reason and good discretion." Haines, 237 N.J. at 283 (quoting State v. State Troopers Fraternal Ass'n, 134 N.J. 393, 418 (1993)) (citations omitted). Because it was undisputed that the costs associated with plaintiff's possible future procedures recommended by Dr. Perry were "covered" by the "limits" available to plaintiff through NJPLIGA, the court erred in permitting the jury to hear evidence of those possible future costs and in issuing orders awarding damages for those costs.

IV.

We next turn to the offer of judgment and subsequent award entered under Rule 4:58-2(a), which provides for additional awards only where a judgment "in an amount that is 120 [percent] of the offer or more" is awarded against the party refusing the offer. Given the $50,000 offer of judgment plaintiff proffered to Marrone, this threshold was $60,000. With future medical expense damages, the judgment against Marrone totaled $76,736.21 — in excess of the $60,000 threshold. Without the $20,000 in damages for future medical expenses that the court should have excluded, the judgment against Marrone should have been $56,736.21, which is below the 120-percent threshold required under Rule 4:58-2(a).

Thus, we reverse that part of the June 6, 2022 order granting judgment in plaintiff's favor against Marrone and remand for entry of a judgment against Marrone based on a net damage award of $50,000 plus an award of pre-judgment interest based on that amount and costs. We otherwise affirm the order. Similarly, as to the September 8, 2022 order denying Marrone's motion for judgment notwithstanding the verdict, we vacate that order given our order directing entry of an amended judgment against Marrone. As for the October 19, 2022 order, which states the court adds $44,107.58 to plaintiff's award

against Marrone under Rule 4:58-2, we vacate this order based on our reduction of the overall judgment. And, we reverse the court's May 10, 2022 order denying Marrone's motion to bar Dr. Perry's testimony about plaintiff's anticipated future medical expenses.

Vacated in part; reversed in part; and remanded for entry of a modified judgment in accordance with this opinion. We do not retain jurisdiction.