

### **PARTIES/ATTORNEYS**

Plaintiff	Aitana Santiago Gonzalez Camila Santiago Gonzalez Araceli Gonzalez Vasquez	George Semaan
Defendant	Veronica Martinez Nunez	Pro Per
Guardian Ad Litem	Arceli Gonzalez Vasquez	George Semaan

### **TENTATIVE**

**Appearance required. This matter has been continued twice in order to rectify the below outlined concerns. The following matters must be addressed:**

**Ambiguous or erroneous allegations.** Paragraphs 11, 13, 16, and 17, of both petitions, create ambiguities that cannot be rectified with a supplement. Specifically, medical payments at 13a(1) exceed medical expenses at 13a(2), and the balances at 16 and 17 are not mathematically accurate based on the amounts of settlements listed at paragraph 11. Please amend both petitions, correct the math for all allegations, and file the amended petitions with the court.

Declaration re: value of claims v. negotiated reductions with Medi-Cal. According to SCOTUS, DHCS violates federal law when it places a statutory lien on any amount of a settlement or judgment above an amount specifically designated as reimbursement for medical costs. (Arkansas Dept. of Health and Human Services v. Ahlborn (2006) 547 U.S. 268, 272.) Thus, according to California cases decided after Ahlborn, DHCS cannot seek full reimbursement for Medi-Cal payments made for medical care required to treat injuries caused by a third-party tortfeasor, unless the recipient of the medical care recovers the full value of their tort claim. (See e.g. Lopez v. Daimler Chrysler Corp. (2009) 179 Cal.App.4th 1373, 1378; Lima v. Vouis (2009) 174 Cal.App.4th 242, 260; Bolanos v. Superior Court (2008) 169 Cal.App.4th 744, 748.) Thus in a settlement, DHCS's recovery is limited to a percentage of the portion of the

settlement apportioned for reimbursement of payments made for medical care, equivalent to the percent the settlement is to the value of the full claim amount.

As a result, the value of the minors' claims must be given in order to determine if the Medi-Cal liens have been sufficiently reduced to the proper percentage of claimants' actual recovery.

**Attorney's Fees are excessive.** Attorney's fees exceed the 25% benchmark, and do not explain why exceeding that benchmark is justified. California Rules of Court, rule 7.955 does not dictate a presumptively reasonable percentage or mathematical method of determining the appropriate attorney fees under a contingency agreement. Indeed, in adopting the rule, the Judicial Council explicitly preempted local rules regarding attorney fees for minors, many of which had established a baseline recovery of 25 percent. (*Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175.)