

**IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. COWE24079741 DIVISION: 83 JUDGE: Feld, Ellen (83)

**Morgan & Morgan, PLLC**

Plaintiff(s) / Petitioner(s)

v.

**Anthem Blue Cross and Blue Shield, et al**

Defendant(s) / Respondent(s)

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**ORDER GRANTING ANTHEM'S MOTION FOR SUMMARY JUDGMENT**

The Court heard Anthem's Motion for Summary Judgment on July 14, 2025, and the Court, having reviewed the record, having heard oral argument of counsel and the *pro se* Defendant, Anthony Mays ("Mays") (the Medicaid recipient), and being otherwise fully advised in the premises, finds that there is no genuine issue of any material fact, and that Anthem is entitled to judgment as a matter of law in the amount of \$18,348.18. The following are the findings of fact and conclusions of law determined by this Court:

**Procedural History**

Mays filed a personal injury lawsuit in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, Case Number CACE-22-012646. Mays included medical expenses within his claims for damages in his personal injury lawsuit. A Non-Binding Arbitration Decision was decided on January 16, 2024. On February 23, 2024, Mays settled with the tortfeasor for \$220,000.00. Following Mays's settlement with the tortfeasor, Mays's former attorney filed a Complaint for Interpleader in order to resolve the dispute over Anthem's \$18,348.18 lien for medical care to Mays, a Medicaid recipient, as a result of his personal injury accident. The amount of Anthem's lien, \$18,348.18, is being held in the Registry of this Court and these funds are from Mays's \$220,000.00 settlement in the underlying case.

### **Findings of Fact**

Anthem is a Medicaid Managed Care Organization under contract with the Nevada Department of Health and Human Services, Division of Health Care Financing and Policy and is responsible for the enforcement of subrogation and reimbursement rights of Nevada Medicaid as part of its contractual duties. Thus, Anthem has the authority to recover costs through subrogation and reimbursement efforts in accordance with the Managed Care Contract and controlling federal and state law. Anthem, as a Medicaid Managed Care Organization under contract with the Nevada Department of Health and Human Services, Division of Health Care Financing and Policy, paid medical claims in the amount of \$18,348.18 on behalf of Mays, the Medicaid recipient, in connection with Mays's personal injury that occurred on February 11, 2022. Medical expenses were included as part of Mays's damages according to Paragraphs 8 and 10 of the Complaint in the underlying personal injury lawsuit, *Anthony Mays v. Yovani Rodriguez, et al.*, case number CACE-22-012646. Additionally, the Non-Binding Arbitration Decision filed in Mays's underlying personal injury lawsuit further confirms that the arbitrator awarded \$50,000.00 in medical expenses incurred since the date of Mays's injury, which included Anthem's lien. Specifically, the arbitrator awarded \$350,000.00 in total to Mays, which was to be reduced by 45% to reflect Mays's apportionment of fault reducing the total award to \$192,500.00 and reducing the apportionment of medical expenses incurred to \$27,500.00. Subsequently, on February 23, 2024, Mays settled his personal injury claims with the tortfeasor for \$220,000.00, which is more than the non-binding arbitration award. Thus, the evidence shows Anthem's \$18,348.18 lien was included as part of the past medical expenses in the underlying personal injury lawsuit and the \$220,000.00 settlement. Mays has not disputed this fact, nor raised any evidence contesting that Anthem's \$18,348.18 lien was not included in his personal injury settlement of \$220,000.00.

### **Conclusions of Law**

29 U.S.C. § 1396u-2 authorizes states to contract with Managed Care Organizations and require eligible individuals to enroll with a Managed Care Organizations. The Managed Care Organization and state must enter into an agreement that meets the requirements of 42 U.S.C. § 1396b(m). 29 U.S.C. § 1396u-2(a)(1)(i)(I). *See also* Exhibits 1 and 2 of Exhibit A of Anthem's Motion for Summary Judgment. Anthem has a valid Medicaid lien under controlling Nevada Medicaid law, federal law, and the applicable Managed Care Contract. Anthem's lien was included as part of the past medical expenses in the personal injury lawsuit and in the personal injury settlement Mays obtained in the amount of \$220,000.00, which Mays does not dispute. The Nevada Medicaid health plan has a statutory right of subrogation and reimbursement in accordance with N.R.S. § 422.293, which states the

following:

1. When a recipient of Medicaid or a recipient of insurance provided pursuant to the Children's Health Insurance Program incurs an illness or injury for which medical services are payable by the Department and which is incurred under circumstances creating a legal liability in some person other than the recipient or a division of the Department to pay all or part of the costs of such medical services, the Department is subrogated to the right of the recipient to the extent of all such medical costs and may join or intervene in any action by the recipient or any successors in interest to enforce such legal liability.

...

3. In any case where the Department is subrogated to the rights of the recipient or any successors in interest as provided in subsection 1, the Department has a lien upon the proceeds of any recovery from the persons liable, whether the proceeds of the recovery are by way of judgment, settlement or otherwise. Such a lien must be satisfied in full, unless reduced pursuant to subsection 4, at such time as:

- (a) The proceeds of any recovery or settlement are distributed to or on behalf of the recipient, the successors in interest or the attorney of the recipient; and
- (b) A dismissal by any court of any action brought to enforce the legal liability established by subsection 1.

**IT IS THEREFORE ORDERED AND ADJUDGED:**

Final Summary Judgment is hereby entered in favor of Anthem and against Mays in the principal amount of \$18,348.18 to be paid from the Court's Registry. The \$18,348.18 check is to be made payable to "Anthem Blue Cross and Blue Shield" and sent to counsel for Anthem's Memphis, TN office at the following address:

ROS Law Group, PLC  
Attn: Matthew Stephens  
5178 Wheelis Drive  
Memphis, Tennessee 38117

The Court reserves jurisdiction to tax attorney's fees and costs.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 17th day of July, 2025.

COWE24079741 07-17-2025 11:30 AM

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Hon. Ellen Feld

**COUNTY COURT JUDGE**

Electronically Signed by Ellen Feld

**Copies Furnished To:**

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