

CHIROPRACTIC PERSONAL INJURY 2024
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Abkarian & Associates Trial Schedule

Client Name	Case Number	Trial Date/Time
Bellevue	2302001003	09/19/2024
Paul D. Quinn	2303000459	09/20/2024
Richard B. Taylor	2205000986	10/15/2024
Richard B. Taylor	2303000493	11/11/2024
Dennis G. Johnson	2306000493	11/20/2024
Carla Lee Miller	2303001435	11/21/2024
Maria Rodriguez & Sons	2303001906	11/21/2024
Verona M. Wang	2303001914	11/21/2024
Verona M. Wang	2303001915	11/21/2024
Verona M. Wang	2303001916	11/21/2024
Verona M. Wang	2303001917	11/21/2024
Verona M. Wang	2303001918	11/21/2024
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Verona M. Wang	2303001921	11/21/2024
Verona M. Wang	2303001922	11/21/2024
Verona M. Wang	2303001923	11/21/2024
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Verona M. Wang	2303001925	11/21/2024
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Verona M. Wang	2303001999	11/21/2024
Verona M. Wang	2303002000	11/21/2024

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 DOCTOR'S SIGNATURE
 RELEASE OF MEDICAL DOCUMENTS

and for the above patient does hereby agree to observe all the terms of the above in any settlement, judgment or verdict that may be necessary to adequately protect the prevailing party in any litigation resulting from enforcement of this lien shall be court costs.

Attorney's Signature: _____
 This fee shall only be satisfied by funds from the client's share of recovery and not from the lawyer's share of the recovery. In the event there are insufficient monies recovered to satisfy this lien, attorney is not responsible for payment of such lien.

in one copy to above doctor.

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BAD CHART NOTES

5

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Discrimination against Chiropractors

intact specialty solutions

Below you will find Policy sections that may be applicable to your client's claim:

Item 4: Occupational Accident Benefits

Temporary Total Disability Benefit	90 days
Disability Commencement Period	90 days
Waiting Period	7 days
Benefit Percentage	60% of AWE
Maximum Weekly Benefit Amount*	\$250.00
Maximum Weekly Benefit Amount**	\$1,524.31
Maximum Benefit Period	104 weeks

Accident Medical Expense Benefit

Medical Commencement Period	90 days
Benefit Percentage	80
Maximum Benefit Period**	104 weeks
Maximum Benefit Amount per Incident	\$1,000,000
Lifetime Maximum Benefit	\$1,000,000

Limit on Accident Medical Expense Benefits:

Services provided by **Chiropractors, Acupuncture, or including Physical Therapy, Occupational Therapy, Work Restorative Therapy** - \$1,000 per Injury

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ADVOCATE

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Client Trust Account Protection Program

The Sun Coast would like to take you off the program. What you don't know can kill you!

Author: Bob O'Connell

Bob O'Connell is a founding partner of O'Connell O'Connell & Associates, P.A., a law firm in Palm Beach, Florida, with offices in Palm Beach, Boca Raton, and Delray Beach. He is a member of the Florida Bar and the American Bar Association. He has been practicing law for over 30 years and is a frequent speaker at seminars and conferences. He is also a past president of the Palm Beach County Bar Association.

Setting liens promptly

Put simply, set deadlines in your office from the moment settlement funds are received with both **lien** and **lien** cutoffs from receipt of funds. Your practice is personally at risk. Start lien resolution early. Nothing set holders early in the case and dealing with them proactively during settlement negotiations - rather than reactively post-settlement - must become your new practice. If your client demands a settlement statement and there are liens you are unaware of, you will be bumping up against a rebuttable presumption of a Date Bar violation before you know it.

Recognizing that you may have situations where government payors or other lien holders may be slow to respond, the new rules do allow you to hold funds longer so long as there is an "agreement in writing." Toward that end, it is imperative you notify clients in writing within two weeks that funds are received, that you are working to resolve any outstanding liens costs fees referrals, and that you're doing so with their consent and authority. Should your client have any issues or concerns, advise them to put it in writing. After all, the paper trail needs to be crystal clear here and leaving your clients informed during the settlement process is more critical than ever.

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People v. Sanchez, (2016) 63 Cal.4th 665

If An Attorney Is Interested In Admitting A Medical Record Which Includes A Physician's Opinion, **And Admits That The Physician Is No Longer Available**, In Some Cases This May Have Occurred Anyway, In Others, This May Be An Incredible Burden To Overcome. At Least When It Comes To Medical Records, The Physician Is Identified And It Is At Least Feasible To Find And Depose Them.

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Always Use Props To Explain Injury

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Deposition

The Insurance Defense Lawyer's Formula Is Simple

- A** Ask about body part/test that is totally unrelated to the reason the person came to seek your help.
- B** Ask about if that body part/test was totally normal, or if the test was negative.
- C** Follow up with, "And that's a good thing, isn't it doctor?"
- D** Repeat steps A-C ad nauseum

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Deposition

Q Doctor, in your initial examination, I see you performed a grip strength test?

A I did.

Q And how did Ms. Jones perform on that?

A She scored a 5/5, which was normal.

Q And that's a good thing, isn't it?

A Yes.

Q And I see that her neck had a full range of motion as well?

A Yes.

Q And that is a good thing, isn't it doctor?



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Deposition

Q: And you took x-rays of Ms. Jones?

A: Yes.

Q: And those x-rays were "normal", true?

A: They were.

Q: And that's a "good thing" - isn't it doctor?

A: Uh... yes.

Q: And on exam, Ms. Jones was able to fully extend her neck, true? (He leaves out the forward flexion, by the way).

A: Yes, she did.

Q: And that's a good thing, isn't it doctor?

A: Yes.

Q: And there was no history of loss of consciousness, was there?

A: No.

Q: And that is a good thing, isn't it doctor?


A: It is a good thing to not be knocked unconscious, yes sir.

Q: And she did not go to the emergency room straight from the scene, did she?

A: No sir.

Q: And that is a good thing, isn't it doctor?

A: I suppose.



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Good Depo Response

Q Doctor, the patient did not go to the emergency room immediately after this wreck, did she?

A It does not appear so from my review of the records.

Q And that is a good thing, isn't it doctor?

A (Doctor looks confused by the question, but acquiesces the first time) Uh... I guess so.

Q And it looks like she came to see you 3 days after the collision, true?

A Yes sir.

Q And the fact that she did not go to the doctor the first two days after this collision is a good thing, isn't it doctor?

A Well, I don't agree with your inference counsel. First of all, it was not a "good thing" to be involved in this wreck with your client. Second, it takes at least 4 days to get into my office as I usually am filled up and can't see a lot of walk-in traffic, so the fact I saw her three days after the wreck means that she must have called my office and needed my services on day one or two. So, no, it is not a "good thing".



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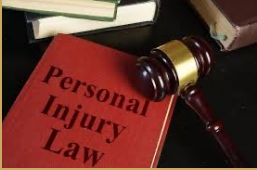
Good Depo Response

Q and doctor during the initial exam you took x-rays, which were normal, true?

A Yes sir.

Q And that is a good thing?

A Not necessarily, x-rays do not show soft tissue injuries. Even a dead man will have a normal x-ray, so, counsel, your continued reference to all of these things being a "good thing" is misplaced, in my humble opinion sir.



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Bad Deposition

Q Doctor did you take the height and weight of Ms. Jones at the initial examination?


A Yes sir.

Q Is there a reason why it wasn't documented in your file?

A I realized that. My record keeping then is not as detailed as it currently is. Since those records, I have changed my record keeping style to be more detailed.

Q Isn't true that according to the State Board, documenting a patient's height and weight is mandatory?

A Yes sir.



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Bad Deposition

Q Doctor, I see that Ms. Jones received treatment on from you December 9, 2017?

A Yes.

Q December 9, 2017 is a Saturday?

A Is it?

Q Is your office open on Saturdays?

A No.

Q How is it that Ms. Jones received treatment on December 9, 2017?

A It must be a typo.



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Bad Deposition

Q: Doctor, you continued to treat Ms. Jones after she was released from your care, correct?

A: Yes, she was advised to return if she has flare-ups.

Q: Doctor, is it your testimony that the treatments rendered after date of release were for flare-ups of her injuries that are alleged to be a result of this accident?

A: Yes.

Q: Doctor, are the after-release treatment, the ones for flare ups on a lien?


A: No.

Q: Why not?

A: Because Ms. Jones was released from care.

Q: Were those treatment free of charge?

A: No.



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Bad Deposition

Q: Did Ms. Jones pay for those services or was there a separate lien?

A: No, she paid.

Q: Cash?

A: Yes.

Q: Doctor, how much did Ms. Jones pay for those treatments?

A: \$85 a visit.

Q: Doctor, does this itemized bill reflect the treatment Ms. Jones received for the flare-ups after she was released from care? A: Yes.

Q: It says that she received Manipulations, Hot Packs and EMS on February 9, 2018?

A: Yes.

Q: and she was charged and paid \$85?

A: Yes.


Q: Doctor, I see that Ms. Jones received treatment on from you December 1, 2017, prior to being released?

A: Yes.

Q: On that day, she received Manipulations, Hot Packs and EMS?

A: Yes.

Q: But the charge for that visit was \$165?



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TBI not confirmed by Hospital records

2021-03-31 10:53:45 (PDT)
1223 - La Canada Town Centre



Main Entrance

22

TBI not confirmed by Hospital records

Chiropractic report

INITIAL COMPLAINTS AND SYMPTOMS ASSOCIATED WITH ACCIDENT:

- Neck pain that causes tension headaches
- Stiff neck and stress
- Sleep difficulties and spotty
- Neck pain, soreness, and weakness that radiates or goes down to upper back region bilaterally with intermittent radiating pain down into the shoulders bilaterally
- Upper back pain and soreness
- Right shoulder pain and soreness
- Low back pain, soreness, and weakness that radiates or goes down to the buttocks/hips region bilaterally. Patient reports pins and needles sensation present across his lower back area.
- Muscle spasms of the back
- Right knee pain, soreness and weakness that radiates or goes down to the anterior right shin to ankle with numbness/tingling sensation present in right knee to right ankle.

Discharge Documentation

Emergency Documentation

Chiropractor Name: [Redacted]
 Patient Name: [Redacted]
 Date of Birth: [Redacted]
 Insurance: [Redacted]

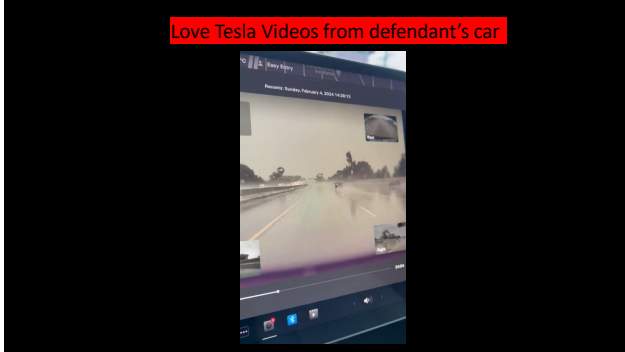
Project Number: 211202119
 Patient Name: [Redacted]
 Date: 09/17/2023
 Practitioner: [Redacted]
 Address: [Redacted]
 Discharge Date: 09/18/2023

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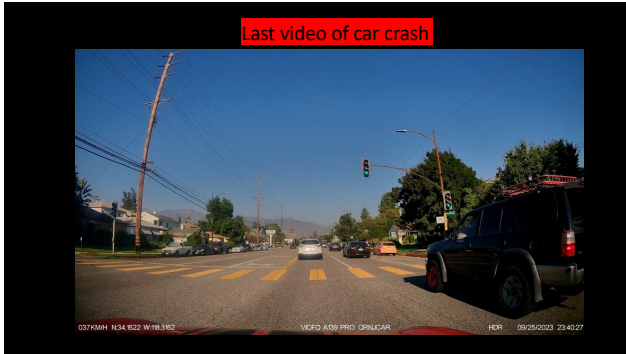
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Uninsured/ Underinsured *Motorist Claim*

Defendant's Limits Patient's Own	\$ 15,000
Uninsured Motorist	\$ 50,000
Patient Could Get Another	\$ 35,000

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First Party *Bad Faith*

Insurance Regulation Title 10 and **Insurance Code Section 790.03 (1)** which states in part,

The following are hereby defined as unfair methods of competition and unfair and deceptive acts or practices in the business of insurance:

(1) Delaying the investigation or payment of claims by requiring an insured, claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information.

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DIVISION 2. LICENSING PROVISIONS [2000 - 1795]
ARTICLE 5. Standards
Section 1311

Health And Safety Code

Universal Citation:
 CA Health & Safety Code § 1371 (through 2012 Leg Sess)

1371. A health care service plan, including a specialized health care service plan, shall reimburse claims or any portion of any claim, whether in state or out of state, as soon as practicable, but no later than **30 working days after receipt of the claim**.....

1371.1. If an uncontested claim is not reimbursed by delivery to the claimants address of record within the respective 30 or 45 working days after receipt, interest shall accrue at the rate of **15 percent per annum beginning with the first calendar day after the 30- or 45-working-day period.**

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Assignment Of Benefits

ASSIGNMENT OF BENEFITS
Other stated in contract
Must not contradict any other contract or statute
RELEASE OF MEDICAL RECORD AND BILLING

1371. A health care service plan, including a specialized health care service plan, shall reimburse claims or any portion of any claim, whether in state or out of state, as soon as practicable, but no later than **30 working days after receipt of the claim**.....

1371.1. If an uncontested claim is not reimbursed by delivery to the claimants address of record within the respective 30 or 45 working days after receipt, interest shall accrue at the rate of **15 percent per annum beginning with the first calendar day after the 30- or 45-working-day period.**

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Assignment Of Benefits

Full Discussion Reply to Entire List Reply to Aeron Routledge

Hi all,
 Has anyone dealt with this? We informed CSAA in our letter of rep that we assert a lien on medpay and that all checks must be payable to our client and our office as employee, and mailed directly to our office. CSAA ignored this language (without informing us) and we received a call from a provider saying they received a medpay check directly from CSAA. We emailed the medpay adjuster to state that she improperly ignored our lien and to redirect to our office and she responded: "We do pay providers directly. The policy language is included in the acknowledgment letter that was sent in response to your letter of representation." And when told this amounts to intentionally interfering with a contractual relationship, she responded "Our procedure is to pay the provider directly as they are who rendered the services and have an outstanding balance. As previously stated, this was provided in our acknowledgment letter. If you can provide regulatory language that says we are out of compliance or acting in bad faith, we are happy to review it. At this time our position remains unchanged." What is the remedy here? Does anyone have statutes or regulations we can cite in a letter and/or complaint?

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Lee v. State Farm Mut. Auto. Ins. Co.
57 Cal.App.3d 458 (Cal. Ct. App. 1976)

Equitable apportionment (also called pro rata sharing) of litigation expenses between insurer and insured has been settled law in California for more than 30 years. In *Lee v. State Farm Mut. Auto. Ins. Co.* (1976) [57 Cal.App.3d 458](#) [[129 Cal.Rptr. 771](#)], an automobile insurance policy included a provision requiring reimbursement of medical payments. The Court of Appeal there held that the reimbursement provision was valid but also that the insurer was required "to pay a pro rata share of attorney's fees incurred by [the insureds] in securing a **settlement or recovery out of which the reimbursement was required.**" (*Lee v. State Farm Mut. Auto. Ins. Co.*, supra, at p. 460.)

In reaching that result, the Court of Appeal relied in part on *Quinn v. State of California* (1975) [15 Cal.3d 162](#) [[124 Cal.Rptr. 1](#), [539 P.2d 751](#)], in which an injured employee, after receiving workers' compensation benefits, had recovered a judgment against a third party tortfeasor. This court held that the workers' compensation insurer was entitled to reimbursement from the proceeds of the judgment, **but also that it was required "to bear a fair share of the litigation costs."** (*Quinn v. State of California*, supra, at p. 167; see also *Summers v. Newman* (1999) [70 Cal.4th 1021](#), [1030](#) [[89 Cal.Rptr.2d 303](#), [978 P.2d 1225](#)].)

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Assignment Of Benefits
2022 Brand New Case
Confirming The
Assignment Of Benefits

AN INSURED(PATIENT) Could Reasonably Expect That A Medical Services Provider Could Collect Payments Directly From An Insurer Based On A Contract Insured Signed With The Medical Provider

Dameron Hospital Association v. CSAA
74 CalApp5th 796 (Cal. Ct. App. 2022)
Reconfirms *Fleur Corp v. Superior*
Court 61 Cal.4th 1175

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Assignment Of Benefits

INSURED: [Name], [Address], [City, CA] [Phone]

INSURER: [Name], [Address], [City, CA] [Phone]

DATE: [Date]

TO: [Name], [Address], [City, CA] [Phone]

FROM: [Name], [Address], [City, CA] [Phone]

RE: [Subject]

Dear Mr. Member:

The undersigned, [Name], of [Address], do hereby certify that the undersigned has received from you the assignment of benefits for the medical services rendered to you by [Name], [Address], [City, CA] [Phone], which assignment of benefits is being made to you as insured.

Please note that an assignment of benefits was signed with the patient that allows for direct payment to the provider's office. The assignment covers the cost of [Name], [Address], [City, CA] [Phone], which cost is paid by you. It is the requirement for you to give us a signed assignment of the right to revoke the insurance policy coverage for each a "day".

An insured (patient) could reasonably expect a medical service provider to collect payment directly from an insurer based on a contract signed assignment of benefits with the medical provider. (*Dameron Hospital Association v. CSAA*, 74 Cal App 5th 796, 2022).

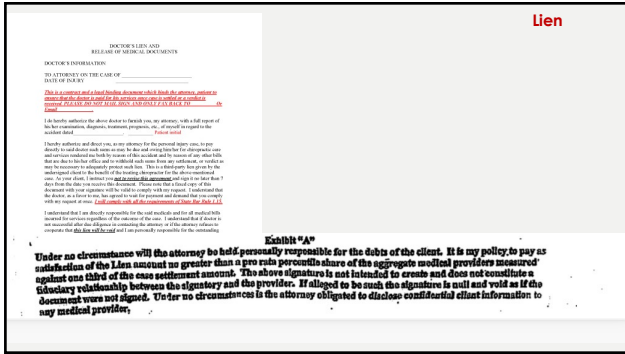
I demand that you immediately send all the proceeds directly to the doctor. I will not be your immediate response.

If you continue, you will be forced to take action against your company and ask for attorney fees and costs.

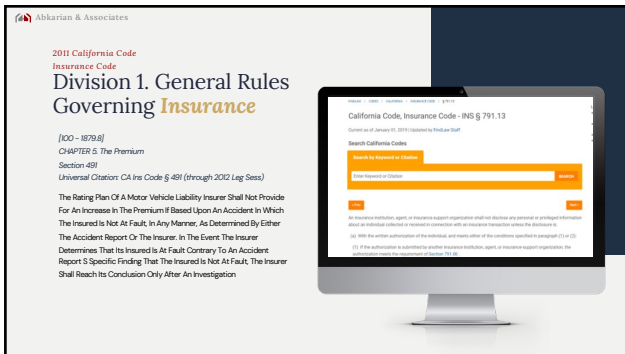
I am enclosing a copy of the assignment of benefits for your records.

Sincerely,
[Name]
[Address]
[City, CA] [Phone]

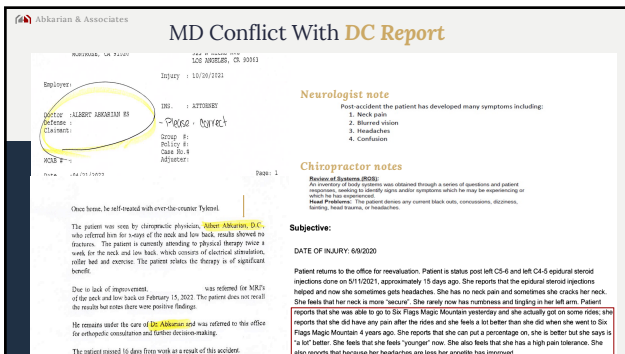
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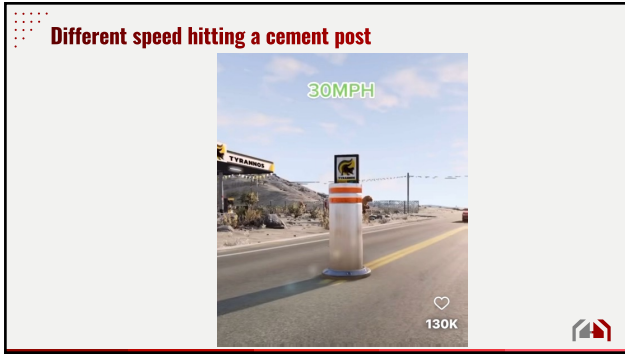
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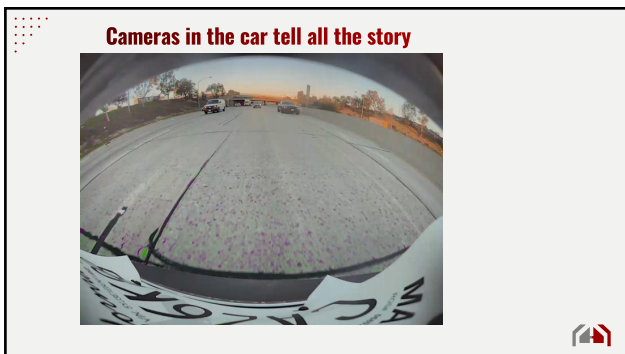
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Albert Abkarian & Associates

Albert Abkarian & Associates APLC

Brain Injury Screening

Injury is not by direct application of force but is usually caused by rapid acceleration or deceleration of the brain within the skull often without visible external injuries

<p>Parietal Lobe Damage</p> <ul style="list-style-type: none"> • Impaired spatial awareness • Difficulty with visual-spatial tasks • Neglect of the left side of the body 	<p>Frontal Lobe Damage</p> <ul style="list-style-type: none"> • Impaired judgment and decision-making • Personality changes • Impaired planning and organization 	<p>Temporal Lobe Damage</p> <ul style="list-style-type: none"> • Memory impairment • Language difficulties • Emotional lability
<p>Cerebellum Lobe Damage</p> <ul style="list-style-type: none"> • Impaired coordination and balance • Difficulty with fine motor skills • Slurred speech 	<p>Brain Stem Damage</p> <ul style="list-style-type: none"> • Impaired consciousness • Difficulty with breathing and swallowing • Impaired eye movements 	<p>Occipital Lobe Damage</p> <ul style="list-style-type: none"> • Visual impairment • Difficulty with visual processing • Blurred vision

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Civil Code 3040 Does Not Apply To Individual Dc Practitioners

02) One-half Of The Moneys Due To The Excesses Or Insured Under Any Final Judgment, Compromise, Or Settlement Agreement.

INDEPENDENT PHYSICIAN ASSOCIATIONS (IPAs) DEFINITION

Definition
An independent physician association (IPA) is a business entity organized and owned by a network of independent physician practices...

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Howell V. Hamilton And Luttrell V. Island Pacific

Medicals	\$ 5,000
Verdict	\$ 12,000-15,000
Medicals	\$ 5,000
Blue Cross Payment As Contracted Provider	\$ 12,000-15,000
Medicals	\$ 4,500-5,500

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CCP 2034.210

After the setting of the initial trial date for the action, any party may obtain discovery by demanding that all parties simultaneously exchange information concerning each other's expert trial witnesses to the following extent:

01

Any party may demand a mutual and simultaneous exchange by all parties of a list containing the name and address of any natural person, including one who is a party, whose oral or deposition testimony in the form of an expert opinion any party expects to offer in evidence at the trial.

03

Any party may also include a demand for the mutual and simultaneous production for inspection and copying of all discoverable reports and writings, if any, made by any expert described in subdivision (b) in the course of preparing that expert's opinion.

02

If any expert designated by a party under subdivision (a) is a party or an employee of a party, or has been retained by a party for the purpose of forming and expressing an opinion in anticipation of the litigation or in preparation for the trial of the action, the designation of that witness shall include or be accompanied by an expert witness declaration under Section 2034.200.

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CCP 2034.430

Except as provided in subdivision (f), this section applies to an expert witness, other than a party or an employee of a party, who is any of the following:

01

An expert described in subdivision (b) of Section 2034.20.



02

A treating physician and surgeon or other treating health care practitioner who is to be asked during the deposition to express opinion testimony, including opinion or factual testimony regarding the past or present diagnosis or prognosis made by the practitioner or the reasons for a particular treatment decision made by the practitioner, but not including testimony requiring only the reading of words and symbols contained in the relevant medical record or, if those words and symbols are not legible to the deponent, the approximation by the deponent of what those words or symbols are.

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A Party Desiring To Depose An Expert Witness Described In Subdivision (A) Shall Pay The Expert's Reasonable And Customary Hourly Or Daily Fee For Any Time Spent At The Deposition From The Time Noticed In The Deposition Subpoena, Or From The Time Of The Arrival Of The Expert Witness Should That Time Be Later Than The Time Noticed In The Deposition Subpoena, Until The Time The Expert Witness Is Dismissed From The Deposition, Regardless Of Whether The Expert Is Actually Deposed By Any Party Attending The Deposition.

If Any Counsel Representing The Expert Or A Non-noticing Party Is Late To The Deposition, The Expert's Reasonable And Customary Hourly Or Daily Fee For The Time Period Determined From The Time Noticed In The Deposition Subpoena Until The Counsel's Late Arrival, Shall Be Paid By That Tardy Counsel.



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Abkarian & Associates

Quality and professional services

Ochoa V. Dorado (2014) 228 Cal.App.4th 120,

We conclude that this includes an opinion as to the reasonable value of services that the treating physician either provided to the plaintiff or became familiar with independently of the litigation, assuming that the treating physician is qualified to offer an expert opinion on reasonable value.

A treating physician who has gained special knowledge concerning the market value of medical services through his or her own practice or other means independent of the litigation may testify on the reasonable value of services that he or she provided or became familiar with as a treating physician, rather than as a litigation consultant, without the necessity of an expert witness declaration.

You do not have to be designated as an expert as long as your knowledge of value of services is independent of litigation. We recommend that you are designated all cases.



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Abkarian & Associates
Quality and professional service

People v. Sanchez, (2016) 63 Cal.4th 665

"If an expert testifies to case-specific out-of-court statements to explain the bases for his opinions, those statements are necessarily considered by the jury for their truth, thus rendering them hearsay. Like any other hearsay evidence, it must be properly admitted through an applicable hearsay exception."

Sanchez v. People, (2016) 63 Cal.4th 665 at 685, 204 Cal.Rptr.3d 102, at 118, 374 P.3d 500, at 333.

Experts can not rely on outside hearsay to testify

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Abkarian & Associates

People v. Sanchez, (2016) 63 Cal.4th 665

ALBERT ABKARIAN & ASSOCIATES APC
ATTORNEYS AT LAW
10750 WILSON AVENUE
LOS ANGELES, CALIFORNIA 90024

May 19, 2016

Re: **People v. Sanchez**
CRIMINAL CASE NO. 16-000000
 COUNTY OF LOS ANGELES
 2016 Los Angeles Superior Court Case No. 16-000000

TO: **JURY INQUIRY**

Dear Counsel:

I have the honor to acknowledge the receipt of your letter regarding the above-captioned matter. Please refer to the enclosed document regarding the matter. Please refer to the enclosed document regarding the matter. Please refer to the enclosed document regarding the matter. Please refer to the enclosed document regarding the matter.

Respectfully,
 ALBERT ABKARIAN & ASSOCIATES
 MARIONA A. ABKARIAN


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Bad News
Gilman v. Dalby, 176 Cal. App. 4th 606, 2009

A patient's personal injury attorneys owed no fiduciary duty to the holder of a medical lien on the proceeds of any recovery by patient against a tortfeasor who caused patient's injuries, and thus did not violate any such duty by failing to pay lienholder out of the proceeds from a recovery, **even if the attorneys were aware of the lien**, where lienholder was not attorneys' client, and absent evidence of any agency, trust, joint venture, partnership, or other traditionally recognized fiduciary relationship.

Patient's personal injury attorneys' mere awareness of a medical lien on the proceeds of any recovery by patient against a tortfeasor who caused patient's injuries did not make the attorneys escrow agents with respect to the litigation proceeds, and thus attorneys did not owe any fiduciary duty to the lienholder as escrow agents.

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GOOD NEWS

Gilman v. Dalby, 176 Cal. App. 4th 606, 2009

A medical lien on the proceeds of any recovery by patient against a tortfeasor who caused patient's injuries was a sufficient property interest in patient's settlement with tortfeasor for the lienholder to maintain an action against patient's attorneys for conversion of the settlement proceeds.

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CCP 2034.210

After the setting of the initial trial date for the action, any party may obtain discovery by demanding that all parties simultaneously exchange information concerning each other's expert trial witnesses to the following extent:

- A** Any party may demand a mutual and simultaneous exchange by all parties of a list containing the name and address of any natural person, including one who is a party, whose oral or deposition testimony in the form of an expert opinion any party expects to offer in evidence at the trial.
- B** If any expert designated by a party under subdivision (a) is a party or an employee of a party, or has been retained by a party for the purpose of forming and expressing an opinion in anticipation of the litigation or in preparation for the trial of the action, the designation of that witness shall include or be accompanied by an expert witness declaration under Section 2034.260.
- C** Any party may also include a demand for the mutual and simultaneous production for inspection and copying of all discoverable reports and writings, if any, made by any expert described in subdivision (b) in the course of preparing that expert's opinion.

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CCP 2034.430

Except as provided in subdivision (f), this section applies to an expert witness, other than a party or an employee of a party, who is any of the following:

- 1** An expert described in subdivision (b) of Section 2034.210.
- 2** A treating physician and surgeon or other treating health care practitioner who is to be asked during the deposition to express opinion testimony, including opinion or factual testimony regarding the past or present diagnosis or prognosis made by the practitioner or the reasons for a particular treatment decision made by the practitioner, but not including testimony requiring only the reading of words and symbols contained in the relevant medical record or, if those words and symbols are not legible to the deponent, the approximation by the deponent of what those words or symbols are.

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A party desiring to depose an expert witness described in subdivision (a) shall pay the expert's reasonable and customary hourly or daily fee for any time spent at the deposition from the time noticed in the deposition subpoena, or from the time of the arrival of the expert witness should that time be later than the time noticed in the deposition subpoena, until the time the expert witness is dismissed from the deposition, regardless of whether the expert is actually deposed by any party attending the deposition.





If any counsel representing the expert or a non-noticing party is late to the deposition, the expert's reasonable and customary hourly or daily fee for the time period determined from the time noticed in the deposition subpoena until the counsel's late arrival, shall be paid by that tardy counsel.

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You do not have to be designated as an expert as long as your knowledge of value of services is independent of litigation.

We recommend that you are designated all cases.

Ochoa v. Dorado (2014) 228 Cal.App.4th 120,

We conclude that this includes an opinion as to the reasonable value of services that the treating physician either provided to the plaintiff or became familiar with independently of the litigation, assuming that the treating physician is qualified to offer an expert opinion on reasonable value. A treating physician who has gained special knowledge concerning the market value of medical services through his or her own practice or other means independent of the litigation may testify on the reasonable value of services that he or she provided or became familiar with as a treating physician, rather than as a litigation consultant, without the necessity of an expert witness declaration.

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Experts can not rely on outside hearsay to testify

"If an expert testifies to case-specific out-of-court statements to explain the bases for his opinion, those statements are necessarily considered by the jury for their truth, thus rendering them hearsay. Like any other hearsay evidence, it must be properly admitted through an applicable hearsay exception."

Sanchez v. People, (2016) 63 Cal.4th 665 at 685, 204 Cal.Rptr.3d 102, at 118, 374 P.3d 320, at 333.

People v. Sanchez, (2016) 63 Cal. 4th 665

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Treating doctor
designated as expert
from day one

Roshik v. Sanchez
(2016) 63 Cal. 4th 665



**ALBERT ABKARIAN
& ASSOCIATES APFC**
ATTORNEYS AT LAW
SANTA MONICA, CALIFORNIA

Date: 05/10/2023
To: **The First Deputy Chief and President**
City of Los Angeles
Public Works Department
100 South Los Angeles Street
Los Angeles, CA 90012
Phone: (213) 343-6777

Re: **EMERGENCY RESPONSE**
Case No. 13-0002

Dear Council:

I hope you will find this letter to be most helpful in your handling of the above-captioned matter. Please do not see this as an attempt to influence your decision. Further, I can be reached by email almost any time for immediate attention. For your use, the email is: albert@abkarian.com

I would like to thank you for the opportunity to be designated as an expert in this matter. I will be happy to provide you with any information you may need to assist you in your handling of this matter. I will also be happy to provide you with any information you may need to assist you in your handling of this matter.

Thank you for your attention to this matter. I will be happy to provide you with any information you may need to assist you in your handling of this matter. I will also be happy to provide you with any information you may need to assist you in your handling of this matter.

Sincerely,
ALBERT ABKARIAN & ASSOCIATES

MAYRAH A. HERRERA
