**STATE OF FLORIDA**
**DIVISION OF ADMINISTRATIVE HEARINGS**

JONATHAN M. MARTEL, AN INCAPACITATED PERSON, BY AND THROUGH HIS GUARDIAN NANCY HUDACK,

Petitioner,

Case No. 21-0071MTR

vs.

AGENCY FOR HEALTH CARE ADMINISTRATION,

Respondent.
_____/

FINAL ORDER

Pursuant to notice, a formal administrative hearing was conducted via Zoom on March 5, 2021, before Administrative Law Judge Garnett W. Chisenhall of the Division of Administrative Hearings ("DOAH")

APPEARANCES

For Petitioner: Floyd B. Faglie, Esquire
Staunton & Faglie, PL
189 East Walnut Street
Monticello, Florida 32344

For Respondent: Alexander R. Boler, Esquire
Suite 300
2073 Summit Lake Drive
Tallahassee, Florida 32317

STATEMENT OF THE ISSUE

The issue to be determined is the amount Respondent, Agency for Health Care Administration ("AHCA"), is to be reimbursed for medical expenses paid

on behalf of Jonathan M. Martel ("Petitioner" or "Mr. Martel") pursuant to section 409.910, Florida Statutes (2018).[1]

## PRELIMINARY STATEMENT

If a Medicaid recipient receives a personal injury settlement from a third party, then section 409.910 mandates that those settlement proceeds shall be used to reimburse the Medicaid program for medical expenses paid on the Medicaid recipient's behalf. This mandate is facilitated by a statutory lien in AHCA's favor on the settlement proceeds, and federal law mandates that Medicaid's lien only applies to past medical expenses that the Medicaid recipient *actually recovered through the settlement*. When a Medicaid recipient's settlement proceeds are less than the recipient's total damages (which may consist of multiple components, such as past medical expenses, economic damages, and noneconomic damages), a question can arise as to how much of the past medical expenses were actually recovered by the Medicaid recipient and thus subject to the Medicaid lien. Section 409.910(11)(f) sets forth a formula to determine the amount Medicaid shall recover from the settlement proceeds, and section 409.910(17)(b) provides that a Medicaid recipient can request a formal administrative hearing to demonstrate that the past medical expenses *actually recovered through the settlement* were less than the amount calculated via section 409.910(11)(f).

On January 7, 2021, Mr. Martel filed a "Petition to Determine Amount Payable to Agency for Health Care Administration in Satisfaction of Medicaid Lien" to challenge AHCA's imposition of a lien of $261,318.10 on $510,000.00

[1] Unless indicated otherwise, all statutory references will be to the 2020 version of the Florida Statutes. While the parties did not indicate when Mr. Martel's personal injury claim was settled, Petitioner's Exhibit 2 suggests the claim was settled in 2020. *See Cabrera v. Ag. for Health Care Admin.*, Case No. 17-4557MTR (Fla. DOAH Jan. 23, 2018)(citing *Suarez v. Port Charlotte HMA*, 171 So. 3d 740 (Fla. 2d DCA 2015)).

of settlement proceeds recovered in a personal injury lawsuit. Mr. Martel valued his total damages as being at least $20,000,000.00. Because the $510,000.00 in settlement proceeds equates to 2.55 percent of his total damages, Mr. Martel argued that AHCA was only entitled to recover 2.55 percent of the medical expenses it paid on his behalf, i.e., $6,663.61.

The parties filed a Joint Pre-hearing Stipulation in which they identified stipulated facts for which no further proof would be necessary. Those stipulated facts have been accepted and considered in the preparation of this Final Order.

The final hearing was held as scheduled on March 5, 2021. Petitioner presented testimony from Jack Fine, Esquire, and R. Vincent Barrett, Esquire. The undersigned accepted Petitioner's Exhibits 1 through 7 into evidence without objection.

AHCA offered no witnesses and did not move any exhibits into evidence.

The one-volume Transcript from the final hearing was filed on March 24, 2021.

Respondent filed a timely Proposed Final Order on April 2, 2021. Mr. Martel's attorney filed a motion on April 5, 2021, requesting that the deadline for proposed final orders be extended to April 12, 2021. The undersigned issued an Order on April 5, 2021, granting that motion, and Petitioner filed a Proposed Final Order on April 12, 2021. Both proposed final orders were considered during the preparation of this Final Order.

## FINDINGS OF FACT

The following findings are based on testimony, exhibits accepted into evidence, admitted facts set forth in the Pre-hearing Stipulation, and matters subject to official recognition.

### Facts Pertaining to the Underlying Personal Injury Litigation and the Medicaid Lien

1. Mr. Martel was catastrophically and permanently injured on February 14, 2019, when another vehicle struck his motorcycle. Mr. Martel was behind a truck on a two-lane road, and the truck swung out wide to make a right turn. There was a collision as Mr. Martel was trying to pass the truck on the right. Mr. Martel, who was in his 30's at the time, suffered severe orthopedic injuries along with catastrophic brain damage leaving him unable to ambulate or care for himself in any manner. He will need continuous care for the rest of his life.

2. The Medicaid program, through AHCA, paid $261,318.10 to cover the medical care related to Mr. Martel's injuries. Accordingly, $261,318.10 constitutes Mr. Martel's entire claim for past medical expenses.

3. Through his guardian, Mr. Martel pursued a personal injury claim against the parties ("the Defendants") allegedly liable for his injuries.

4. The Defendants maintained insurance coverage with policy limits of $510,000.00 and had no other collectible assets. Mr. Martel settled his personal injury claim via a series of confidential settlements resulting in an unallocated, lump-sum amount of $510,000.00. In other words, the settlement did not identify how the lump-sum amount was allocated between components of damages, such as past medical expenses, economic damages, and noneconomic damages.

5. During the pendency of Mr. Martel's personal injury claim, AHCA asserted a $261,318.10 Medicaid lien against Mr. Martel's cause of action and any settlement of that action. That amount represents the sum that the

Medicaid program, through AHCA, spent on Mr. Martel's behalf for his past medical expenses.

6. AHCA did not initiate a civil action to enforce its rights under section 409.910. Nor did AHCA intervene in or join Mr. Martel's claim against the Defendants.

7. AHCA, via letter, received notice of Mr. Martel's settlement, but AHCA has not moved to set-aside, void, or otherwise dispute Mr. Martel's settlement.

8. Mr. Martel incurred $124.00 in taxable costs securing the settlement.

9. Applying the formula in section 409.910(11)(f) to Mr. Martel's $510,000.00 settlement would require a payment of $191,188.00 to AHCA.

10. Mr. Martel deposited $191,188.00 into an interest-bearing account for AHCA's benefit pending an administrative determination of AHCA's rights.

Valuation of the Personal Injury Claim

11. Jack Fine represented Mr. Martel during the personal injury action. Mr. Fine has practiced law since December of 1976. He is a partner with the firm of Fine, Farkash, and Parlapiano in Gainesville, Florida, where he represents plaintiffs with catastrophic injuries. His primary practice areas are premises liability and vehicular accidents.

12. Mr. Fine routinely assesses the value of damage claims, and he does so by examining medical records, meeting with clients, and then comparing the information he collected against what similarly situated plaintiffs have recovered as damages.

13. Mr. Fine is a member of the American Board of Trial Advocates and the Florida Justice Association. He uses his membership in the latter organization to stay current on jury verdicts.

14. Mr. Fine testified that $20 million would be a conservative valuation of Mr. Martel's injuries:

> Q: Did you develop an opinion concerning the full value of [Mr. Martel's] damages?
>
> A: Well, sure. The full value of his damages were incalculable. I mean, the case is worth tens of millions of dollars. We have this jury verdict survey here of cases where the – where the verdicts are in excess of $20 million, and the – I do believe that the case – you know, $20, $30, $40 million is a fair amount because the injuries were so incredibly substantial and horrible in terms of turning a person from a functioning human being to someone who needs to be cared for like a baby, basically.
>
> Q: So a range between $20 and $40 million would be an appropriate valuation of Mr. Martel's damages?
>
> A: I think that's reasonable, yes.

15. On cross-examination, Mr. Fine reiterated his earlier testimony regarding the value of Mr. Martel's damages:

> Q: You testified regarding the full value of Mr. Martel's damages, and I believe you stated that the full value of his damages are incalculable. Do you agree with that?
>
> A: Well, it's the job of the jury to calculate the damages. When I said the damages are "incalculable," what I meant to say or what I meant to imply was this is like the worst thing that could happen to a person. So in terms of calculating the damages, picture the very worst thing that could happen to an individual. That's – that's sort of what I meant. Did I mean to say that the damages can't be figured out or a jury couldn't figure out or a lawyer can't figure out what the approximate value is? That's not what I meant.
>
> Q: All right and then you talked about a range of about $20- to $40 million. Do you have a

breakdown for each element of Mr. Martel's damages, what they would be worth?

A: No, I don't. I think the primary element of damages that is so incredibly severe is the pain-and-suffering component, because his life was just totally destroyed and he – you know, he went from being a dad and a functioning individual to someone who literally can't partake in your everyday human experiences that we all take for granted. He can't get out of bed and make breakfast. He can't – he can't hug a relative with any sort of knowledge. He – it's just a really horrible situation. And I think that that component of the damages would be – would be the pain and suffering.

* * *

We know he needs 24/7 care, and we know that there were just a great number of orthopedic injuries as well. You know more than that, I can't really give you.

Q: For how long does he need 24/7 care?

A: Based on my experience in dealing with these cases, the rest of his life. He is just profoundly – my experience with the brain injury – let me explain a little bit more. My experience with the brain injury cases is that when an individual awakes from the coma, very often they gradually improve. I have one case where a young lady was comatose for a couple months. They were talking about terminating care – pulling the plug, basically. She woke up from the coma. Today, although she walks with a limp and speaks with a slur, she is a proud mother of two, like an 8-year-old and a 10-year-old. She really pulled it together and did great.

But you see – people who are going to get better, you see them get better in the six months, eight months [after the accident]. Afterward they start progressing. This is not one of those cases. He was

> not getting better. I would not expect him to ever get better because the injury was so profound. Of course, I am a -- I'm a lawyer, not a doctor, and I always tell my clients, "Don't take your medical advice from a lawyer; take it from a doctor." But based on my experience with these cases, as well as the medical records that I've reviewed, it's 24/7 for the rest of his life. It's just a horrible, permanent injury.

16. With Mr. Martel's damages being conservatively estimated at $20 million, Mr. Fine testified that Mr. Martel only recovered 2.55 percent of his damages via the settlement. Accordingly, under what shall hereinafter be referred to as "the pro rata approach," Mr. Martel only recovered 2.55 percent, or $6,663.61, of his total past medical expenses of $261,000.00

17. Mr. Fine offered the following testimony regarding the rationale behind the pro rata approach:

> Q: Now, we were using that 2.55 percent ratio, and we're applying that ratio to the claim for past medical expenses; is that correct?
>
> A: Yes.
>
> Q: And it's easy for us to do that math because we have a firm and hard number stipulated to in this proceeding as to the value of the claim for past medical expenses, $261,000. That's known; is that correct?
>
> A: Yes.
>
> Q: Now, my understanding's that, using that same ratio theory, the 2.55 percent, could be applied to the claim for past pain and suffering, the claim for future medical – or future medical expenses, the claim for future pain and suffering, all of the other elements that could be on a jury verdict form, but in this particular case, we don't have specific numbers for each one of them; is that correct?

A: Yes.

Q: All right. Now, I'm going to give you a hypothetical to demonstrate this. If this case went to a jury and a jury awarded $20 million in damages, and on that jury verdict form they listed out a value for pain and suffering – past and future – a value for future medical expenses, a value for lost earnings, and then, of course, $261,000 for past medical expenses, and at the bottom of that jury verdict form it came out to $20 million, but then they also determined that the defendant was only 2.55 percent liable, under that fact pattern, that defendant would only have to pay 2.55 percent of each one of those elements of damages is that correct?

A: That is correct.

Q: All right. So that 2.55 percent ratio would apply to each individual element of damages; is that correct?

A: Yes.

18. R. Vincent Barrett has practiced law since 1977 and is currently a partner with the firm of Barrett, Nonni, and Homola. He handles medical malpractice, pharmaceutical product liability, and catastrophic injury cases.

19. Like Mr. Fine, Mr. Barrett is a member of the Florida Justice Association, and he stays current with jury verdicts. As part of his work, Mr. Barrett routinely assesses the value of damages suffered by injured parties.

20. Mr. Barrett has been recognized as an expert in the valuation of damages and the allocation of settlements at DOAH over 30 times. With regard to the severity of Mr. Martel's injuries, Mr. Barrett testified that:

he has the worst possible kind of injuries. He's a brain injury patient that can't talk, can't understand, can respond sometimes to simple

> commands that are repeatedly given. But he's – he's totally, absolutely, unconditionally just brain injured and – so he requires 24/7 care. Tragic injury.

21. Mr. Barrett further testified that $20 million is a conservative valuation of Mr. Martel's damages and that the actual value of his damages could be as high as $40 million. Accordingly, Mr. Barrett agreed with Mr. Fine's assessment that Mr. Martel only recovered 2.55 percent of his full damages.

22. As for ascertaining what portion of Mr. Martel's settlement should be allocated to past medical expenses, Mr. Barrett also relied on the pro rata approach by opining that it would be reasonable to determine that Mr. Martel recovered 2.55 percent, i.e., $6,663.61, of the $261,318.10 of past medical expenses that Medicaid paid on his behalf:

> Q: So using $20 million as the full value of all of the damages, what percentage of those damages were recovered in the settlement?
>
> A: I believe it was 2.55 percent.
>
> Q: Now, turning to an allocation of past medical expenses, applying that same ratio, that 2.55 percent to the $261,000 claim for past medical expenses, that would result in $6,663 being allocated to past medical expenses; is that correct?
>
> A: Yeah, plus 61 cents.
>
> Q: Now, do you believe it would be reasonable to allocate $6,663 to past medical expenses?
>
> A: Yes, I do.
>
> Q: All right. Now, do you believe that that allocation would be conservative because we're basing this calculation on a conservative value of all damages?

A: Yes, it has to be.

Q: All right. Now, this allocation method that we're using, applying the same ratio of settlement to the full value of all damages, applying that same ratio to the claim for past medical expenses, that's consistent with how you have testified in other allocation hearings here at [DOAH]?

A: Yes, sir, over 30.

* * *

Q: Now, just to recap, $6,663.61 would be the amount allocable to past medical expenses, and you believe that would be a reasonable and fair allocation?

A: Yes, I do.

Findings Regarding the Testimony Presented at the Final Hearing

23. The undersigned finds that the testimony from Mr. Fine and Mr. Barrett[2] was compelling and persuasive as to: (a) the total damages incurred by Mr. Martel; (b) that Mr. Martel only recovered 2.55 percent of his total damages; and (c) that Mr. Martel only recovered 2.55 percent of his past medical expenses.

24. The pro rata approach, the ratio resulting from dividing the settlement amount by total damages, is a reasonable method to determine how much of a party's past medical expenses were recovered through a settlement.

[2] Petitioner did not offer Mr. Fine and Mr. Barrett as expert witnesses during the final hearing. However, Petitioner noted in the Joint Pre-hearing Stipulation that Mr. Fine would be testifying as a fact and expert witness. Petitioner also noted in the Joint Pre-hearing Stipulation that Mr. Barrett would be testifying as an expert witness. Moreover, Respondent did not object when Mr. Fine and Mr. Barrett offered opinion testimony. As a result, the undersigned has elected to consider Mr. Fine and Mr. Barrett expert witnesses in the valuation of personal injury claims.

25. AHCA offered no evidence to counter Mr. Fine and Mr. Barrett's opinions regarding Mr. Martel's total damages or the past medical expenses he recovered.

26. Accordingly, clear and convincing evidence demonstrates that the total value of Mr. Martel's personal injury claim is no less than $20 million and that the $510,000.00 settlement resulted in him recovering no more than 2.55 percent of his past medical expenses. In addition, clear and convincing evidence demonstrates that $6,663.61 amounts to a fair and reasonable determination of the past medical expenses actually recovered by Mr. Martel and payable to AHCA.

## CONCLUSIONS OF LAW

27. DOAH has jurisdiction over the subject matter and the parties in this case pursuant to sections 120.569, 120.57(1), and 409.910(17), Florida Statutes.

28. AHCA is the agency authorized to administer Florida's Medicaid program. § 409.902, Fla. Stat.

29. The Medicaid program "provide[s] federal financial assistance to States that choose to reimburse certain costs of medical treatment for needy persons." *Harris v. McRae*, 448 U.S. 297, 301 (1980).

30. "The Medicaid program is a cooperative one. The Federal Government pays between 50 percent and 83 percent of the costs a state incurs for patient care. In return, the State pays its portion of the costs and complies with certain statutory requirements for making eligibility determinations, collecting and maintaining information, and administering the program." *Estate of Hernandez v. Ag. for Health Care Admin.*, 190 So. 3d 139, 141-42 (Fla. 3rd DCA 2016)(internal citations omitted).

31. Though participation is optional, once a State elects to participate in the Medicaid program, it must comply with federal requirements. *Harris*, 448 U.S. at 301.

32. One condition for receipt of federal Medicaid funds requires states to seek reimbursement for medical expenses incurred on behalf of Medicaid recipients who later recover from legally liable third parties. *See Ark. Dep't of Health & Human Servs. v. Ahlborn*, 547 U.S. 268, 276 (2006); *see also Estate of Hernandez*, 190 So. 3d at 142 (noting that one such requirement is that "each participating state implement a third-party liability provision, which requires the state to seek reimbursement for Medicaid expenditures from third parties who are liable for medical treatment provided to a Medicaid recipient.").

33. Consistent with this federal requirement, the Florida Legislature enacted section 409.910, designated as the "Medicaid Third-Party Liability Act," which authorizes and requires the state to be reimbursed for Medicaid funds paid for a recipient's medical care when that recipient later receives a personal injury judgment, award, or settlement from a third party. *Smith v. Ag. for Health Care Admin.*, 24 So. 3d 590 (Fla. 5th DCA 2009); *see also Davis v. Roberts*, 130 So. 3d 264, 266 (Fla. 5th DCA 2013)(stating that in order "[t]o comply with federal directives the Florida legislature enacted section 409.910, Florida Statutes, which authorizes the State to recover from a personal injury settlement money that the State paid for the plaintiff's medical care prior to recovery.").

34. Section 409.910(1) sets forth the Florida Legislature's clear intent that Medicaid be repaid in full for medical care furnished to Medicaid recipients by providing that:

> It is the intent of the Legislature that Medicaid be the payor of last resort for medically necessary goods and services furnished to Medicaid recipients. All other sources of payment for medical care are primary to medical assistance provided by Medicaid. If benefits of a liable third party are discovered or become available after medical assistance has been provided by Medicaid, it is the intent of the Legislature that Medicaid be repaid in

> full and prior to any other person, program, or entity. Medicaid is to be repaid in full from, and to the extent of, any third-party benefits, regardless of whether a recipient is made whole or other creditors paid. Principles of common law and equity as to assignment, lien, and subrogation are abrogated to the extent necessary to ensure full recovery by Medicaid from third-party resources. It is intended that if the resources of a liable third party become available at any time, the public treasury should not bear the burden of medical assistance to the extent of such resources.

35. In addition, the Florida Legislature has authorized AHCA to recover the monies paid from any third party, the recipient, the provider of the recipient's medical services, and any person who received the third-party benefits. § 409.910(7), Fla. Stat.

36. AHCA's effort to recover the full amount paid for medical assistance is facilitated by section 409.910(6)(a), which provides that AHCA:

> [I]s automatically subrogated to any rights that an applicant, recipient, or legal representative has to any third-party benefit for the full amount of medical assistance provided by Medicaid. Recovery pursuant to the subrogation rights created hereby shall not be reduced, prorated, or applied to only a portion of a judgment, award, or settlement, but is to provide full recovery by the agency from any and all third-party benefits. Equities of a recipient, his or her legal representative, a recipient's creditors, or health care providers shall not defeat, reduce, or prorate recovery by the agency as to its subrogation rights granted under this paragraph.

*See also* § 409.910(6)(b)2., Fla. Stat. (providing that AHCA "is a bona fide assignee for value in the assigned right, title, or interest, and takes vested legal and equitable title free and clear of latent equities in a third person. Equities of a recipient, the recipient's legal representative, his or her

creditors, or health care providers shall not defeat or reduce recovery by the agency as to the assignment granted under this paragraph.").

37. AHCA's efforts are also facilitated by the fact that AHCA has "an automatic lien for the full amount of medical assistance provided by Medicaid to or on behalf of the recipient for medical care furnished as a result of any covered injury or illness by which a third party is or may be liable, upon the collateral, as defined in s. 409.901." § 409.910(6)(c), Fla. Stat.

38. The amount to be recovered by AHCA from a judgment, award, or settlement from a third party is determined by the formula in section 409.910(11)(f). *Ag. for Health Care Admin. v. Riley*, 119 So. 3d 514, 515 n.3 (Fla. 2d DCA 2013).

39. Section 409.910(11)(f) provides:

> Notwithstanding any provision in this section to the contrary, in the event of an action in tort against a third party in which the recipient or his or her legal representative is a party which results in a judgment, award, or settlement from a third party, the amount recovered shall be distributed as follows:
>
> 1. After attorney's fees and taxable costs as defined by the Florida Rules of Civil Procedure, one-half of the remaining recovery shall be paid to the agency up to the total amount of medical assistance provided by Medicaid.
>
> 2. The remaining amount of the recovery shall be paid to the recipient.
>
> 3. For purposes of calculating the agency's recovery of medical assistance benefits paid, the fee for services of an attorney retained by the recipient or his or her legal representative shall be calculated at 25 percent of the judgment, award, or settlement.

40. Applying the formula in section 409.910(11)(f) to the $510,000.00 settlement in the instant case results in AHCA being owed $191,188.

41. As noted above, section 409.910(6)(a) and (b)2., prohibits the Medicaid lien from being reduced because of equitable considerations. However, when AHCA has not participated in or approved a settlement, the administrative procedure created by section 409.910(17)(b) serves as a means for determining whether a lesser portion of a total recovery should be allocated as reimbursement for medical expenses in lieu of the amount calculated by application of the formula in section 409.910(11)(f).

42. Section 409.910(17)(b) provides, in pertinent part, that:

> A recipient may contest the amount designated as recovered medical expense damages payable to the agency pursuant to the formula specified in paragraph (11)(f) by filing a petition under chapter 120 within 21 days after the date of payment of funds to the agency or after the date of placing the full amount of the third-party benefits in the trust account for the benefit of the agency pursuant to paragraph (a). . . . In order to successfully challenge the amount payable to the agency, the recipient must prove, by clear and convincing evidence,[3] that a lesser portion of the total recovery should be allocated as reimbursement for past and future medical expenses than the amount calculated by the agency pursuant to the formula set forth in paragraph (11)(f) or that Medicaid provided a lesser amount of medical assistance than that asserted by the agency.

43. Therefore, the formula in section 409.910(11)(f), provides an initial determination of AHCA's recovery for medical expenses paid on a Medicaid recipient's behalf, and section 409.910(17)(b) sets forth an administrative

[3] *See Gallardo by & through Vassallo v. Dudek*, 963 F.3d 1167, 1182 (11th. Cir. 2020)(finding no conflict between the clear and convincing evidence standard and federal law).

procedure for adversarial testing of that recovery. *See Harrell v. State*, 143 So. 3d 478, 480 (Fla. 1st DCA 2014)(stating that petitioner "should be afforded an opportunity to seek the reduction of a Medicaid lien amount established by the statutory default allocation by demonstrating, with evidence, that the lien amount exceeds the amount recovered for medical expenses.").

44. Through the testimony provided by Mr. Fine and Mr. Barrett, Mr. Martel proved by clear and convincing evidence that $6,663.61 amounts to a fair and reasonable determination of the past medical expenses actually recovered by Mr. Martel and payable to AHCA.

## ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is ORDERED that the Agency for Health Care Administration is entitled to $6,663.61 in satisfaction of its Medicaid lien.

DONE AND ORDERED this 7th day of May, 2021, in Tallahassee, Leon County, Florida.

Garnett Chisenhall

G. W. CHISENHALL
Administrative Law Judge
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Filed with the Clerk of the
Division of Administrative Hearings
this 7th day of May, 2021.

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## NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this Final Order is entitled to judicial review pursuant to section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing the original notice of administrative appeal with the agency clerk of the Division of Administrative Hearings within 30 days of rendition of the order to be reviewed, and a copy of the notice, accompanied by any filing fees prescribed by law, with the clerk of the district court of appeal in the appellate district where the agency maintains its headquarters or where a party resides or as otherwise provided by law.