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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Calvin Jordan and Christina Jordan,  
husband and wife; and their adult children  
Toni Jordan and Calvin Jordan, Jr.; and  
Calvin Jordon on behalf of his minor  
children, Lane, Mia, and Nya Jordon,

Plaintiffs,

v.

United States of America,

Defendant.

No. CV-23-01118-PHX-DLR

**PLAINTIFFS' PETITION FOR  
COURT APPROVAL OF  
SETTLEMENT FOR MINORS**

(Assigned to Hon. Douglas L. Rayes)

Plaintiffs, Calvin Jordan and Christina Jordan, husband and wife; and their adult children Toni Jordan and Calvin Jordan, Jr. and Calvin Jordan on behalf of their minor children, Lane, Mia, and Nya Jordan, through their undersigned counsel, hereby files this Petition requesting an Order Approving Settlement of the Minor Children, including the approval of attorneys' fees and costs, and permitting Calvin and Christina Jordan, parents of minor children to execute all settlement documentation on behalf of their minor children, Lane, Mia, and Nya Jordan.

**MEMORNDUM OF POINTS AND AUTHORITIES**

1  
2 **I. Summary of Status of Contingent Settlement.**

3 Defendant has provided a settlement agreement for execution by the Plaintiffs.  
4 Plaintiffs are prepared to sign the settlement agreement once the Court approves the  
5 underlying minor settlements described herein.

6 **II. Background on the Lawsuit.**

7 Plaintiffs filed this lawsuit on June 16, 2023, for negligence that occurred at the  
8 Veterans Affairs at the Southern Arizona VA Healthcare Facility related to Mr. Calvin  
9 Jordan's kidney transplant. Mediation occurred on September 25, 2024. The parties did  
10 not settle at the Mediation but continued to work towards a settlement with the Mediator  
11 and came to a settlement on November 4, 2024.

12 **III. Plaintiff's Damages and Counsel's Fee Agreement.**

13 Calvin Jordan presented at Tucson VA for a kidney transplant (due to prior renal  
14 failure) on March 28, 2020. The transplant was initially a success. Calvin's recovery was  
15 to be monitored by the Oregon VA by remote technology and by Phoenix VA. A routine  
16 blood draw revealed an increase in Calvin's creatinine, which was an early indication of  
17 inflammation and kidney rejection. This increase was documented in his medical records.  
18 Both Oregon VA and Phoenix VA failed to notice this increased lab value, and failed to  
19 take remedial measures to save the kidney. As a result of this increase being ignored,  
20 Calvin's body rejected his kidney. This suit was initiated for Calvin's permanent ongoing  
21 injuries suffered as a result of the kidney rejection, his need for future medical care, his  
22 general damages, and his loss of consortium suffered by his children related to the injuries  
23 and ongoing care he would require as a result of rejection.

24 Calvin suffered permanent, debilitating injuries a result of the kidney rejection.  
25 When Calvin's kidney failed, waste and fluids accumulated in his body. That  
26 accumulation is toxic for nerves and caused painful neuropathy and nerve degeneration.  
Calvin cannot walk more than about a half a block or up a flight of stairs on his own due  
to the neuropathy in his legs. He now uses an electric scooter for mobility. The vast

1 majority of the damages in the case relate to Calvin’s general damages, his need for future  
2 medical treatment, and the possibility of a shortened life as a result of the rejected kidney.

3 Under 28 U.S.C. § 2678 of the Federal Tort Claims Act, the attorneys’ fees owed  
4 by Plaintiffs shall not exceed twenty-five percent (25%) of the settlement amount. 28  
5 U.S.C. § 2678. A copy of the subject Fee Agreement is attached as **Exhibit 1**.

6 **IV. Summary and Reasonableness of Global Settlement Amount and Proposed**

7 **Allocations.**

8 After mediation, and following some additional negotiations through the assigned  
9 mediator, the parties reached a tentative global settlement for this matter in the full amount  
10 of Three Million Dollars (\$3,000,000.00) on November 4, 2024. Defendant’s counsel  
11 recently prepared a draft settlement agreement for execution by Plaintiffs. A copy of the  
12 Settlement Agreement is attached as **Exhibit 2**.

13 The fee agreement (attached as Ex. 1) is for 25% of the gross recovery pursuant to  
14 the FTCA.

15 A Statement of Costs and Expenses is attached hereto as **Exhibit 3**. Costs total  
16 \$36,155.42.

17 **V. Minors Settlement Portion.**

18 The Jordan family has proposed that each minor child receive a portion of the  
19 settlement proceeds based on their individual consortium claims. These settlement funds  
20 would be deposited into to a protected account for each minor child until they reach age  
21 of majority as follows:

- 22 • Lane - \$50,000.00
  - 23 • Mia - \$50,000.00
  - 24 • Nya - \$50,000.00
- 25  
26

1 Counsel for the United States has avowed that the Defendant does not object to this  
2 distribution of settlement funds. None of the children would be allocated any costs  
3 incurred related to the underlying suit.

4 **VI. Legal Standards.**

5 The district court in which a minor’s claims are being litigated has a duty to protect  
6 the minor’s interests. *Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 1983). “In  
7 the context of proposed settlements in suits involving minor plaintiffs, this special duty  
8 requires a district court to ‘conduct its own inquiry to determine whether the settlement  
9 serves the best interests of the minor.’” *Robidoux v. Rosengren*, 638 F.3d 1177, 1181 (9th  
10 2Cir. 2011) (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978)). In  
11 reviewing a proposed settlement involving minors, the district court should consider  
12 whether the net amount distributed to a minor plaintiff in the settlement is fair and  
13 reasonable, in light of the facts of the case, the minor’s specific claim, and recovery in  
14 similar cases. *See, Id.* at 1182. This settlement is fair and reasonable under the  
15 circumstances in this case. First, Calvin is the primary beneficiary of the settlement funds.  
16 He will be allocated more than 90% of the settlement funds. This is because he suffered  
17 the first-hand damage from the kidney rejection, and feels the debilitating pain every day.  
18 Second, the children still do enjoy an ongoing relationship with Calvin, albeit modified to  
19 deal with Calvin’s pain and limitations following the kidney rejection. The Jordan family  
20 believes that the consortium claims will be adequately compensated by the amounts set  
21 forth above for the minor children.<sup>1</sup>

21 **VII. Attorneys’ Fees.**

22 In this Federal Tort Claims Act case, and in accordance with 28 U.S.C. § 2678,  
23 Plaintiff’s counsel is taking a (25%) contingency fee. In accordance with the declaration  
24 of Plaintiff’s counsel Jason Kelly, Plaintiff submits this attorney  
25  
26

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<sup>1</sup> The Jordan Family is also allocating \$50,000 each from the settlement proceeds for their two children who have already reached the age of majority.

1 fee is reasonable under the circumstances as to the minor children. The fees charged to  
2 the minor children will total \$12,500 each (for a total of \$37,500).

3 **VIII. Conclusion.**

4 As a result of the information contained in this Petition, Plaintiffs request this Court  
5 issue an Order approving the settlement of minors including approval of attorneys' fees  
6 and costs, and approving Calvin and Christina Jordan, parents of minor children, to  
7 approve the settlement as to the minor children, as set forth above, awarding them each  
8 \$50,000 in aggregate settlement funds for their claims, and authorizing the Jordans to  
9 execute all settlement documentation on behalf of their minor children Lane, Mia, and  
10 Nya Jordan.

11  
12 Dated this 19th day of November, 2024.

13 **KELLY & LYONS, PLLC**

14 By: /s/ Jason M. Kelly  
15 Jason M. Kelly  
16 Richard D. Lyons  
17 Anoop Bhatheja  
18 *Attorneys for Plaintiff*  
19  
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**CERTIFICATE OF SERVICE**

I hereby certify that on November 19, 2024, I electronically transmitted the attached document to the Clerk’s Office using CM/ECF System for filing and emailed a copy to:

Dina Anagnopoulos, Esq.  
United States Attorney’s Office  
Two Renaissance Square  
40 N. Central Ave., Suite 1800  
Phoenix, AZ 85004  
[dina.anagnopoulos@usdoj.gov](mailto:dina.anagnopoulos@usdoj.gov)  
[mary.simeonoff@usdoj.gov](mailto:mary.simeonoff@usdoj.gov)  
*Attorney for Defendant*

By: /s/Karli Spires

# EXHIBIT 1



Kelly & Lyons, PLLC  
5020 E. Shea Blvd., Ste. 150  
Scottsdale, AZ 85254  
www.kellylyonslaw.com  
480.867.3410

THIS AGREEMENT is made this 20<sup>th</sup> day of October, 2022 between Calvin and Christina Jordan, their adult children, Calvin Lamont Jordan, Jr., Toni Jordan, and Calvin and Christina Jordan's minor children, Lane Jordan, Mia Jordan, and Nya Jordan ("Clients"), and Kelly & Lyons (the "Firm"). Clients have certain claims arising from VA medical care and desire that The Firm render legal services in connection with said claims, and agrees to employ The Firm to file an appropriate legal action and prosecute the same to final judgment and collection thereof, or to settle or compromise said claims in a manner satisfactory to Clients; and

IT IS HEREBY AGREED by and between the Clients and the Firm as follows:

1. Clients will reimburse The Firm for all costs and expenses reasonably incurred or expended, exclusive of the Firm's fees, in the preparation of claims and prosecution of any legal action; said reimbursement of costs and expenses shall be deducted from any gross recovery collected; costs include, without limitation, are court fees, service fees, transcript fees, copying costs, expert witness fees, consultant fees, travel expenses, parking, mileage, necessary costs related to travel expenses, costs of electronic research and/or other costs of legal research. Costs also include any fees and/or costs incurred for any outside counsel for any probate and/or estate matters incurred in relation to the litigation. All costs will be paid out of the recovery; if there is no recovery, no costs will be payable to the Firm.

2. In addition to reimbursement of costs and expenses, Clients have retained the Firm on a contingent-fee basis, and agrees that there is an attorney fee lien on any recovery, and agrees to pay and assign to the Firm fees as follows:



a. In the event that the claims settles without filing a lawsuit, the contingency fee shall be twenty percent (20%) of the gross amount recovered, pursuant to the Federal Tort Claims Act, 28 USC §§ 2672 and 1346;

b. In the event that a lawsuit is filed, the contingency fee shall be twenty-five percent (25%) of the gross amount recovered, pursuant to the Federal Tort Claims Act, 28 USC §§ 2672 and 1346;

c. The Firm's fees will be payable only out of amounts recovered. If no recovery is obtained, no fees will be payable to the Firm.

d. As used in this paragraph, gross amounts collected or recovered means the total amount collected or recovered without any offset or deduction for costs or expenses referred to in paragraph 1 and without any offset or deduction for any liens payable to healthcare providers or others.

e. All of The Firm' fees, as set forth above and herein, are required to be reasonable pursuant to the Rules of Professional Conduct as promulgated by the Supreme Court of Arizona.

3. Clients agree that the Firm will have a lien on any recovery obtained by the Firm for the amounts listed in paragraphs 1 and 2 above.

4. Subject to any applicable Rules of Professional Conduct, the Firm has the right to withdraw at any time. Clients agree that the Firm may withdraw by giving reasonable written notice. Clients understand and agree that reasons for the Firm's termination of the representation include but are not limited to: (1) if the Firm determines that the facts do not warrant pursuit of the claim; (2) if in the Firm's judgment they are actually or potentially ethically prohibited from continuing the representation; (3) if Clients refuse to follow the Firm's advice; (4) if a crime or fraud has been committed by the Clients; (5) if Clients insist upon a course of conduct that the Firm considers repugnant or imprudent; (6) if the representation will result in an unreasonable financial burden to the Firm; or (7) if representation has been rendered unreasonably difficult by the Clients.

A handwritten signature in black ink, appearing to be 'C. J. J.', is located at the bottom right of the page.

5. Clients Responsibilities. You agree to cooperate fully and to promptly provide all information known or available that is relevant to the scope of representation. You agree to provide information and documents requested in a timely fashion; assist with discovery, disclosure and trial preparation; cooperate in scheduling and related matters; respond to telephone calls, emails, and correspondence in a timely manner; and by informing the Firm of changes in addresses, emails, or telephone numbers.

The duty to disclose information and evidence in litigation is very broad and the failure to produce evidence or documents can result in sanctions, up to and including dismissal of the lawsuit; therefore, it is prudent if you provide the Firm with everything that may potentially be relevant.

Any communications you, Clients, have with anyone at the Firm is privileged and confidential. If you share those communications with anyone outside the Firm, you will likely be deemed to have waived the attorney-client privilege; therefore, do not divulge your communications with anyone at this firm to anyone else.

6. Depending on the circumstances, a conflict which arises in the future may require us to cease representation of all the parties or may mean that we may withdraw from representing one such party and continue representing other(s). Any party we could no longer represent would be required to represent himself/herself/itself and/or engage new counsel. In light of the possibility that a conflict of interest could arise among you, we will represent you in this matter only if you agree that we may discontinue representing you if, in our judgment, continuing to do so would constitute an impermissible conflict of interest. If for any reason we discontinue representing you, we will continue to protect the attorney-client privilege and will ensure proper and prompt notice of the withdrawal to avoid prejudice to you and ensure that all pending deadlines are met prior to withdrawal. If at any time we determine that an actual conflict precludes continued joint representation, we will promptly advise you of that conclusion.

In this case, there may be an actual conflict when it comes to distributing settlement proceeds. Generally (but not always), defendants offer a lump sum settlement

for all wrongful death beneficiaries. If that occurs, the Firm cannot advocate or represent any one of you against the other in regard to allocation of settlement proceeds.

Further, with joint representation of Clients, the Firm will protect all privileges from outside, third parties. However, all communications between any one of you with anyone at the Firm will not be considered privileged as to the other Clients who are signing this agreement. That is, if one of you tells anyone at the Firm something, you should expect that that may be shared with any other Client.

7. In the event of a defense verdict, Clients understand that the adverse party may be awarded costs and/or other sanctions and that Clients may be required to pay those costs and/or sanctions.

8. At the end of our engagement, you may take all or part of the file. If you do not want the file, you agree that it may be destroyed as soon as it is electronically scanned.

IN WITNESS HEREOF, we have signed our names below.

KELLY & LYONS

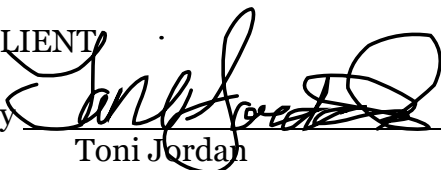
By \_\_\_\_\_ Dated: \_\_\_\_\_  
Richard D. Lyons, Esq.

CLIENT  
By  \_\_\_\_\_ Dated: 10/21/2022  
Calvin Jordan


CLIENT  
By  \_\_\_\_\_ Dated: Oct. 20, 2022  
Christina Jordan

CLIENT  
By  \_\_\_\_\_ Dated: 10/20/2022  
Calvin Lamont Jordan, Jr.

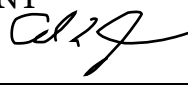
CLIENT

By  Dated: Oct 20, 2020  
Toni Jordan


CLIENT

By  Dated: 10-21-2022  
Calvin Jordan, on Behalf of Lane Jordan

CLIENT

By  Dated: 10-21-2022  
Calvin Jordan, on behalf of Nya Jordan

CLIENT

By  Dated: 10-21-2022  
Calvin Jordan, on behalf of Mia Jordan

# EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Calvin Jordan and Christina Jordan, husband and wife; Toni Jordan and Calvin Jordan, Jr., their adult children; and Calvin Jordan on behalf of his minor children Lane, Mia and Nya Jordan,

Plaintiffs,

v.

United States of America,

Defendant.

**Case No. 2:23-cv-01118-DLR**

**MEDIATION SETTLEMENT AGREEMENT**

**(Andrew E. Rosenzweig, Mediator)**

Plaintiffs, Calvin Jordan and Christina Jordan, husband and wife, and Calvin Jordan on behalf of his minor children, Lane Jordan, Mia Jordan and Nya Jordan, as well as Toni Jordan and Calvin Jordan, Jr., hereby agree and acknowledge that they have tentatively settled any and all claims conditioned on the approval of the U.S. Attorney and Department of Justice, referable to the above-entitled action subject to that have been asserted or could be asserted as to the United States of America and agree to the essential terms of their binding settlement, with the understanding that their counsel and Defendant’s counsel will collaborate on a more comprehensive Settlement Agreement and Release in the near future. The essential terms of the settlement are as follows:

1. Defendant will recommend a settlement in the amount of \$3,000,000.00, which is conditional and subject to the approval of the U.S. Attorney and Department of Justice. Upon approval of this settlement, Defendant will pay Plaintiffs a total sum of \$3,000,000.00 as full and final settlement of any and all claims that have been

1 made or could be made as to Defendant the United States of America, including, but  
2 not limited to, any future claims for alleged wrongful death of Plaintiff, Calvin  
3 Jordan.

4 2. Plaintiffs acknowledges that it is their responsibility to satisfy any and all  
5 outstanding liens and/or medical bills, should they exist.

6 3. Plaintiffs shall have the right to structure any portion of the settlement funds that  
7 they choose.

8 4. Plaintiffs and their counsel agree to notify counsel for Defendant no later than  
9 November 18, 2024, of their intent (or lack thereof) to structure any portion of the  
10 settlement.


11 5. It is understood that because there are minor claimants involved, this settlement will  
12 require Probate Court approval.

13 6. Plaintiffs agree to dismiss this case with prejudice upon Probate Court approval and  
14 receipt of the settlement funds specified herein, with each party to bear their own  
15 costs and fees.

16 DATED this 4<sup>th</sup> day of November, 2024.


17  
18  
19 Andrew E. Rosenzweig, Mediator

20 AGREED:

21   
22 Calvin Jordan, Individually, and on  
23 behalf of his minor children, Lane, Mia  
and Nya Jordan, Plaintiffs

21   
22 Christina Jordan, Plaintiff

24  
25 Toni Jordan, Plaintiff

24   
25 Calvin Lamont Jordan Jr. (Nov 12, 2024 14:49 PST)  
Calvin Jordan, Jr., Plaintiff

1 made or could be made as to Defendant the United States of America, including, but  
2 not limited to, any future claims for alleged wrongful death of Plaintiff, Calvin  
3 Jordan.

4 2. Plaintiffs acknowledges that it is their responsibility to satisfy any and all  
5 outstanding liens and/or medical bills, should they exist.

6 3. Plaintiffs shall have the right to structure any portion of the settlement funds that  
7 they choose.

8 4. Plaintiffs and their counsel agree to notify counsel for Defendant no later than  
9 November 18, 2024, of their intent (or lack thereof) to structure any portion of the  
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14 receipt of the settlement funds specified herein, with each party to bear their own  
15 costs and fees.

16 DATED this 4<sup>th</sup> day of November, 2024.

17  
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19 AGREED:

\_\_\_\_\_  
Andrew E. Rosenzweig, Mediator

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22 \_\_\_\_\_  
Calvin Jordan, Individually, and on  
23 behalf of his minor children, Lane, Mia  
and Nya Jordan, Plaintiffs


\_\_\_\_\_  
Christina Jordan, Plaintiff

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Toni Jordan, Plaintiff

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Calvin Jordan, Jr., Plaintiff



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Anoop Bhateja (Nov 12, 2024 16:06 MST)

Richard Lyons  
Anoop Bhateja  
Jason Kelly  
Counsel for Plaintiffs

\_\_\_\_\_  
Authorized Representative of the USA,  
Defendant

# EXHIBIT 3

**Cost Report**

Unbilled

Calvin Jordan / Jordan v VA Hospital (3115-1)

11/13/2024

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
10/14/2021		00140	Expert Fees Advanced Expert Fees Advanced, Physicians for Quality; Nephrology referral of Hal Halderman, MD	9999	0.00	360.00	0.00	360.00	Physicians for Quality	19908	1243	10/22/2021	Cleared	0	Unbilled
12/31/2021		00103	Postage	9999	0.00	2.12	0.00	2.12		0				0	Unbilled
03/31/2022		00103	Postage	9999	0.00	0.53	0.00	0.53		0				0	Unbilled
07/12/2022		00140	Expert Fees Advanced Expert Fees Advanced, J Harold Helderman, M.D.; Retainer Fee	9999	0.00	1,500.00	0.00	1,500.00	J Harold Helderman, M.D.	20916	1424	07/13/2022	Cleared	0	Unbilled
07/30/2022		00103	Postage	9999	0.00	0.73	0.00	0.73		0				0	Unbilled
08/30/2022		00143	Other Professionals Other Professionals; Lorna Soroko; Services Rendered 8/30/2022-10/25/2022	9999	0.00	3,240.00	0.00	3,240.00	Lorna Soroko	21392	1541	11/08/2022	Cleared	0	Unbilled
09/01/2022		00140	Expert Fees Advanced Expert Fees Advanced, Health Gloss Legal Services; Records Review	9999	0.00	500.00	0.00	500.00	BMO Mastercard Closing Date 11/25/22	21491	80178	12/16/2022	Cleared	0	Unbilled
10/13/2022		00143	Other Professionals Other Professionals, Rogelio Garcia; Videography at the Jordan Home	9999	0.00	776.88	0.00	776.88	Rogelio Garcia	21391	1545	11/08/2022	Cleared	0	Unbilled
12/06/2022		00138	Court Reporter Fees Advanced Court Reporter Fees Advanced, Alexander Guyton; Audio Transcript Editing of Jordan Interview	9999	0.00	412.50	0.00	412.50	Alexander Guyton	21582	1578	12/08/2022	Cleared	0	Unbilled
12/09/2022		00140	Expert Fees Advanced Expert Fees Advanced, Lorna Soroko; Services Rendered from 10/26/2022-12/02/2022	9999	0.00	8,970.00	0.00	8,970.00	Lorna Soroko	21595	1605	12/16/2022	Cleared	0	Unbilled
12/12/2022		00143	Other Professionals Other Professionals, Rogelio Garcia; Editing Videography	9999	0.00	3,043.53	0.00	3,043.53	Rogelio Garcia	21685	1607	12/16/2022	Cleared	0	Unbilled
06/16/2023		00131	Court Fees Advanced Court Fees Advanced, Arizona District Court; Court Required Electronic Filing Fee - Complaint	9999	0.00	402.00	0.00	402.00	BMO Mastercard Closing Date 06/30/23	22490	80212	07/07/2023	Cleared	0	Unbilled
07/05/2023		00133	Delivery Service Fees Advanced Delivery Service Fees Advanced, USPS; To Washington DC	9999	0.00	9.48	0.00	9.48	BMO Mastercard Closing Date 07/31/23	22718	80218	08/08/2023	Cleared	0	Unbilled
07/06/2023		00132	Service of Process Fees Advanced Service of Process Fees Advanced, Liddy Legal Support Services, Inc.; Service of Process upon United States of America	9999	0.00	84.98	0.00	84.98	Liddy Legal Support Services, Inc.	22768	1794	08/07/2023	Cleared	0	Unbilled
07/07/2023		00132	Service of Process Fees Advanced Service of Process Fees Advanced, Liddy Legal Support Services, Inc.; Service of Process upon United States of America	9999	0.00	68.50	0.00	68.50	Liddy Legal Support Services, Inc.	22769	1794	08/07/2023	Cleared	0	Unbilled
07/31/2023		00140	Expert Fees Advanced Expert Fees Advanced, Physicians for Quality; Transplant Nephrology Referral - Sapna Shah, MD	9999	0.00	375.00	0.00	375.00	Physicians for Quality	22756	1797	08/07/2023	Cleared	0	Unbilled
08/09/2023		00140	Expert Fees Advanced	9999	0.00	375.00	0.00	375.00	Physicians for Quality	23066	1835	09/21/2023	Cleared	0	Unbilled

**Cost Report**

Unbilled

Calvin Jordan / Jordan v VA Hispital (3115-1)

11/13/2024

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
Expert Fees Advanced, Physicians for Quality; Physical Medicine & Rehab Referral - Anthony Reeve, MD															
11/20/2023		00140	Expert Fees Advanced	9999	0.00	5,300.00	0.00	5,300.00	Industrial Rehabilitation Clinic	23441	1883	11/20/2023	Cleared	0	Unbilled
Expert Fees Advanced, Industrial Rehabilitation Clinic; Independent Medical Exam															
11/20/2023		00140	Expert Fees Advanced	9999	0.00	4,000.00	0.00	4,000.00	VocMedEcon (Lisa Clapp)	23457	1901	12/07/2023	Cleared	0	Unbilled
Expert Fees Advanced, VocMedEcon (Lisa Clapp); Retainer Fee															
12/12/2023		00143	Other Professionals	9999	0.00	420.00	0.00	420.00	BMO Mastercard Closing Date 12/31/23	23596	80250	01/09/2024	Cleared	0	Unbilled
Other Professionals, Health Gloss Legal Services; Medical Chronology															
01/30/2024		00140	Expert Fees Advanced	9999	0.00	1,749.20	0.00	1,749.20	VocMedEcon (Lisa Clapp)	23791	1951	02/07/2024	Cleared	0	Unbilled
Expert Fees Advanced, VocMedEcon (Lisa Clapp); File review, initial interview, narrative report, assessment of vocational potential economic losses report															
02/22/2024		00138	Court Reporter Fees Advanced	9999	0.00	802.31	0.00	802.31	Naegeli Deposition & Trial	24558	2054	05/21/2024	Cleared	0	Unbilled
Court Reporter Fees Advanced, Naegeli Deposition & Trial; Deposition of Kris White RN															
02/23/2024		00138	Court Reporter Fees Advanced	9999	0.00	913.60	0.00	913.60	Naegeli Deposition & Trial	24559	2054	05/21/2024	Cleared	0	Unbilled
Court Reporter Fees Advanced, Naegeli Deposition & Trial; Deposition of Michael Chang, MD															
04/30/2024		00103	Postage	9999	0.00	1.87	0.00	1.87		0				0	Unbilled
Postage															
04/30/2024		00103	Postage	9999	0.00	2.35	0.00	2.35		0				0	Unbilled
Postage															
07/29/2024		00138	Court Reporter Fees Advanced	9999	0.00	266.00	0.00	266.00	Griffin Group International	25394	2139	08/22/2024	Cleared	0	Unbilled
Court Reporter Fees Advanced, Griffin Group International; Deposition of Christina Jordan															
08/02/2024		00138	Court Reporter Fees Advanced	9999	0.00	649.45	0.00	649.45	Griffin Group International	25253	2120	08/07/2024	Cleared	0	Unbilled
Court Reporter Fees Advanced, Griffin Group International; Deposition of Calvin Jordan															
08/31/2024		00103	Postage	9999	0.00	1.77	0.00	1.77		0				0	Unbilled
Postage															
09/11/2024		00150	Advanced Cost	9999	0.00	13.47	0.00	13.47	BMO Mastercard Closing Date 09/30/24	25532	0			0	Unbilled
Advanced Cost, UPS Store; Postage															
09/11/2024		00133	Delivery Service Fees Advanced	9999	0.00	13.46	0.00	13.46	BMO Mastercard Closing Date 10/31/24	25766	0			0	Unbilled
Delivery Service Fees Advanced; UPS															
09/30/2024		00142	Arbitrators/Mediators	9999	0.00	1,900.00	0.00	1,900.00	Quintairos, Prieto, Wood & Boyer	25632	2184	10/09/2024	Cleared	0	Unbilled
Arbitrators/Mediators, Quintairos, Prieto, Wood & Boyer; Prepare for and Conduct Mediation															
10/31/2024		00103	Postage	9999	0.00	0.69	0.00	0.69		0				0	Unbilled

# Cost Report

Unbilled

Calvin Jordan / Jordan v VA Hospital (3115-1)

11/13/2024

Date	SM/Task	Service Code	Description	Attorney	Orig Qty	Orig Amt	Rev Qty	Rev Amt	Vendor	Voucher	Check No.	Check Date	Check Status	Invoice	Status
			Postage												
<b>Report Totals:</b>					<b>0.00</b>	<b>36,155.42</b>	<b>0.00</b>	<b>36,155.42</b>							

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 2 Richard D. Lyons (SBN 020558)  
 3 Anoop Bhatheja (SBN 022357)  
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*Attorneys for Plaintiffs*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF ARIZONA**

10 Calvin Jordan and Christina Jordan,  
 11 husband and wife; and their adult children  
 12 Toni Jordan and Calvin Jordan, Jr.; and  
 13 Calvin Jordon on behalf of his minor  
 children, Lane, Mia, and Nya Jordon,

Plaintiffs,

v.

United States of America,

14  
 15  
 16  
 17  
 18  
 19  
 Defendant.

No. CV-23-01118-PHX-DLR

**DECLARATION OF JASON  
 KELLY IN SUPPORT OF  
 PETITION FOR COURT  
 APPROVAL OF SETTLEMENT  
 FOR MINORS**

(Assigned to Hon. Douglas L. Rayes)

20 Jason Kelly declares as follows:

- 21 1. I am admitted to practice law by the State Bar of Arizona. I have been licensed to  
 22 practice law in Arizona since 2000.  
 23 2. I have been licensed in California since 2018.  
 24 3. I graduated from the University of Arizona in 2000.  
 25 4. I am also admitted to practice before the U.S. District Court for the District of  
 26 Arizona, the U.S. District Court for the Central District of California, and the Ninth  
 Circuit Court of Appeals.

- 1 5. I have more than 24 years of litigation experience the vast majority of which is in  
2 Arizona.
- 3 6. I am counsel for Plaintiffs.
- 4 7. I have been the primary attorney handling this matter.
- 5 8. I have tried more than two dozen jury trials in various jurisdictions throughout the  
6 country, numerous bench trials, and dozens more arbitrations (compulsory,  
7 contractual, or otherwise).
- 8 9. I founded what would later become Kelly & Lyons, PLLC in 2017.
- 9 10. In 2020, I opened Kelly & Lyons, PLLC with another attorney, Richard Lyons.
- 10 11. Richard Lyons graduated from the University of Arizona the same year as I did, in  
11 2000, and has devoted significant time to this case.
- 12 12. Another attorney at our firm, Anoop Bhatheja graduated from the University of  
13 Wisconsin in 2003, and assumed day-to-day case handling responsibilities in  
14 November 2022.
- 15 13. Kelly & Lyons has devoted a substantial amount of attorney time to this matter.
- 16 14. I estimate our firm combined has spent over 500 hours of attorney time on this  
17 case. In connection with the case, we retained and consulted with several medical  
18 experts, retained an economist and a life care planner, retained a “day in the life”  
19 videographer” participated in discovery and multiple depositions, and guided the  
20 clients through mediation with private mediator Andy Rosenzweig.
- 21 15. The above-captioned matter arises from negligence that occurred at the  
22 Department of Veteran Affairs on or around March 28, 2020.
- 23 16. As set forth in the Petition for Court Approval of Minor Childrens Settlement, the  
24 total settlement of this matter is \$3,000,000.00. The Jordan Family has agreed to  
25 allocate \$50,000 of the settlement funds to each of their five children, both their  
26 three minors and Calvin’s two children who have reached the age of majority.  
Calvin will retain the remaining 90%+ of the aggregate settlement funds.

1 17. The settlement in this matter will be distributed to the minor children as follows:

- 2 a. Aggregate settlement funds to minor children: \$150,000.00  
3 b. No costs allocated to the minor children  
4 c. Fees allocated to each child are \$12,500 (25% consistent with FTCA).

5 18. Given the time involved, complexity of the case, the factual and legal issues  
6 involved in the case, the nature of the claims, the risks of the case, the amount of  
7 costs forwarded, the skill experience of the attorneys' involved, and the outcome,  
8 this fee is reasonable.

9 19. Further, given that the minor children remain in the care and custody of Calvin and  
10 Christina, this allocation to the children is appropriate.

11 20. My statements made herein are based upon my own personal knowledge.

12  
13 In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the  
14 foregoing is true and correct.

15  
16  
17 Dated this 19th day of November, 2024.

18 **KELLY & LYONS, PLLC**

19 By: Jason M. Kelly  
20 Jason M. Kelly  
21 Richard D. Lyons  
22 Anoop Bhatheja  
23 *Attorneys for Plaintiffs*  
24  
25  
26



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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Calvin Jordan and Christina Jordan,  
husband and wife; and their adult children  
Toni Jordan and Calvin Jordan, Jr.; and  
Calvin Jordon on behalf of his minor  
children, Lane, Mia, and Nya Jordon,

Plaintiffs,

v.

United States of America,

Defendant.

No. CV-23-01118-PHX-DLR

**[PROPOSED] ORDER  
APPROVING MINORS  
SETTLEMENT**

(Assigned to Hon. Douglas L. Rayes)

Having reviewed Plaintiffs' Petition for Court Approval of Settlement for Minors.

**IT IS HEREBY ORDERED** Plaintiffs' Petition for Court Approval of Settlement for Minors, including approval of attorneys' fees and costs, is **GRANTED**.

**IT IS HEREBY FURTHER ORDERED** approving Calvin and Christina Jordan, parents of minor childrens, to execute all settlement documents to effectuate the resolution on behalf of minor children Lane, Mia, and Nya Jordan.

**IT IS HEREBY FUTHER ORDERED** approving the minor children net settlement amounts of \$50,000.00 each, which shall be deposited to a protected account

1 for each minor child until their reach the age of majority. When each child reaches age  
2 of majority, the funds shall be dispursed to them without further Court order.

3 **IT IS HEREBY FURTHER ORDERED** that the parties shall file a stipulation  
4 to dismiss this matter on or before \_\_\_\_\_.

5  
6 DATED this \_\_\_ day of \_\_\_\_\_, 2024.

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The Honorable Douglas L. Rayes  
Senior United States District Judge