

SUMMARY

The Claimant's request for hearing to dispute Fresno County's establishment of a CalFresh overissuance of \$978.00 from December 2019 through January 2020, under recovery account 812787140, is dismissed in part due to a lack of jurisdiction.

Fresno County's offered stipulation to reduce the balance of the established overissuance to \$489.00 under recovery account 812787140, is included as a partial grant in the remedies to the Claimant in the CalFresh Program as set forth below, in the interests of justice and of the Claimant.

Fresno County shall abide by its stipulation to provide remedies to the Claimant in the CalWORKs Program as set forth below.

Fresno County shall abide by its stipulation to provide remedies to the Claimant in the CalFresh Program as set forth below.

[1602-2] [150-4] [155-4] [290-3] [290-4] [296-3] [296-4]

FACTS

Procedural Background

On March 12, 2018, Fresno County (the County) notified the Claimant via two Notices of Action that she was overpaid \$3,196.00 in CalWORKs aid from June 2015 through September 2015, under recovery account 813299825 (NOA #1), and that she was overissued \$4,153.00 in CalFresh benefits from June 2015 through September 2015, and July 2016 through September 2016, under recovery account 813035335 (NOA #2).

On October 9, 2019, the County notified the Claimant via Notice of Action that she was overpaid \$649.00 in CalWORKs aid in October 2019, under recovery account 812482120 (NOA #3).

On January 9, 2020, the County notified the Claimant via Notice of Action that she was overissued \$978.00 in CalFresh benefits from December 2019 through January 2020, under recovery account 812787140 (NOA #4).

On November 4, 2020, the County discovered a CalWORKs overpayment of \$661.00 against the Claimant that occurred in November 2020, under recovery account 812578945; the County did not issue a Notice of Action. The County discovered a CalFresh overissuance of \$193.00 against the Claimant that occurred in November 2020, under recovery account 813003191; the County did not issue a Notice of Action.

On October 28, 2021, the County notified the Claimant via Notice of Action that she was overpaid \$696.00 in CalWORKs aid in November 2021, under recovery account 812547462 (NOA #5).

On April 28, 2022, the County notified the Claimant via Notice of Action that she was overissued \$10.00 in CalFresh benefits in May 2022, under recovery account 813278254 (NOA #6).

On November 6, 2023, the County notified the Claimant via Notice of Action that she was overpaid \$661.00 in CalWORKs aid in November 2020, under recovery account 812578945 (NOA #7).

Present Hearing

On December 5, 2024, the Claimant filed a request for a state hearing to dispute the County's actions.

At the hearing on February 18, 2025, the Claimant, a Spanish interpreter, and the County Representative appeared by telephone. The County submitted a Statement of Position with attachments (SOP) setting forth its factual allegations and legal arguments, marked as County's Exhibit 1, which was accepted as evidence. The Claimant's hearing request was marked as Claimant's Exhibit A and accepted as evidence.

In June 2015, the Claimant's family consisted of six (6) persons, including herself, her spouse (Mr. A), one adult child, and three (3) minor children. There were three (3) aided persons in the CalWORKs assistance unit and five (5) aided persons in the CalFresh household (AU/HH); the Claimant was an ineligible non-citizen. The HH was classified as elderly or disabled for CalFresh purposes.

The HH received transitional CalFresh benefits from May 2016 through September 2016.

Throughout the years, the AU/HH size fluctuated and the AU/HH intermittently was receiving benefits and not receiving benefits from the County. The Claimant's CalWORKs case was inactive effective October 31, 2024. The Claimant's CalFresh case was still active as of the date of the present hearing.

There was a total of eight (8) recovery accounts created by the County, including four (4) CalWORKs overpayment accounts, and four (4) CalFresh overissuance accounts. Notwithstanding apparent jurisdictional issues regarding the timeliness of the Claimant's request for hearing, the County offered a stipulation to resolve the 8 recovery account balances, with the stipulation as follows:

Recovery Accounts and County's Proposed Stipulation

Program	Established Amount	Remaining Balance	Recovery Account	Proposed Stipulation	Claimant's Response
CalWORKs Overpayment	\$3,196.00	\$2,667.00	813299825	Stop Collection/Close Recovery Account	Accept
CalFresh Overissuance	\$4,153.00	\$3,037.00	813035335	Reduce Owed Balance to \$864.50	Accept
CalWORKs Overpayment	\$649.00	\$649.00	812482120	Stop Collection/Close Recovery Account	Accept
CalFresh Overissuance	\$978.00	\$978.00	812787140	Reduce Owed Balance to \$489.00	Reject
CalWORKs Overpayment	\$661.00	\$661.00	812578945	Stop Collection/Close Recovery Account	Accept
CalFresh Overissuance	\$193.00	\$193.00	813003191	Stop Collection/Close Recovery Account	Accept
CalWORKs Overpayment	\$696.00	\$696.00	812547462	Stop Collection/Close Recovery Account	Accept
CalFresh Overissuance	\$10.00	\$10.00	813278254	Reduce Owed Balance to \$5.00	Accept

Jurisdiction – CalFresh Overissuance for \$978.00 from December 2019 through January 2020

On January 9, 2020, the County issued the Claimant NOA #4 informing her it established a CalFresh overissuance of \$978.00 from December 2019 through January 2020, under recovery account 812787140. It was not disputed whether NOA #4 was received by the Claimant.

NOA #4 informs the Claimant of the intended action, provides the reason for the intended action, gives citations to specific regulation sections supporting the action, and an explanation of Claimant's right to request a state hearing. NOA #4 further informed the Claimant regarding the liability for repayment, and the telephone number to call for additional information and includes information as to the availability of free legal representation. NOA #4 contains the calculation of the overissuance. NOA #4 provided the reason for the overissuance.

It is undisputed the Claimant's first time requesting a hearing was on December 5, 2024, one thousand, seven hundred ninety-two (1,792) days after NOA #4 was issued.

The Claimant testified and argued she was unaware of what was happening with the CalFresh case because everything was under her husband's name.

CalWORKs Overpayments and CalFresh Overissuances

Notwithstanding the jurisdictional issues regarding whether the Claimant's hearing request was timely filed to challenge the established of the CalWORKs overpayments and CalFresh overissuances, the County offered a stipulation regarding the CalWORKs overpayments and CalFresh overissuances by either closing the recovery accounts and stopping any collection action or reducing the remaining collectible balances.

Based on this information the County Representative offered a stipulation, as follows:

1. The County Representative stipulated to close the CalWORKs overpayment with a remaining balance of \$2,667.00 under recovery account 813299825; cease all collection action on the balance of \$2,667.00 under recovery account 813299825;
2. The County Representative stipulated to reduce the collectable balance of the CalFresh overissuance from \$3,037.00 to \$864.50 under recovery account 813035335; limit the collection action to a total of \$864.50 under recovery account 813035335;
3. The County Representative stipulated to close the CalWORKs overpayment with a balance of \$649.00 under recovery account 812482120; cease all collection action on the balance of \$649.00 under recovery account 812482120;
4. The County Representative stipulated to reduce the collectable balance of the CalFresh overissuance from \$978.00 to \$489.00 under recovery account 812787140; limit the collection action to a total of \$489.00 under recovery account 812787140;
5. The County Representative stipulated to close the CalWORKs overpayment with a balance of \$661.00 under recovery account 812578945; cease all collection action on the balance of \$661.00 under recovery account 812578945;
6. The County Representative stipulated to close the CalFresh overissuance with a balance of \$193.00 under recovery account 813003191; cease all collection action on the balance of \$193.00 under recovery account 813003191;

7. The County Representative stipulated to close the CalWORKs overpayment with a balance of \$696.00 under recovery account 812547462; cease all collection action on the balance of \$696.00 under recovery account 812547462;
8. The County Representative stipulated to reduce the collectable balance of the CalFresh overissuance from \$10.00 to \$5.00 under recovery account 813278254; limit the collection action to a total of \$5.00 under recovery account 813278254; and

Notify the Claimant of its actions (1)-(8), in writing.

The Claimant was provided an explanation of the terms of the stipulation.

The Claimant understood and agreed to the terms (1)-(3), and (5)-(8), of the stipulation.

The Claimant rejected the stipulation as to term (4).

LAW

All regulations referred to herein are set forth in the California Department of Social Services ("CDSS") Manual of Policies and Procedures ("MPP" or "Man. Pol. & Pro.") issued by the Department of Social Services unless otherwise specified. "Handbook" refers to the Handbook Manual of Policies and Procedures. "Welf. & Inst. Code" is the abbreviation for the California Welfare & Institutions Code. "Evid. Code" is the abbreviation for the California Evidence Code. "ACL" is the abbreviation for a CDSS All-County Letter and "ACIN" is the abbreviation for a CDSS All-County Information Notice. The symbol "§" represents the word "section."

Right to Hearing

A state hearing shall be available to a claimant who is dissatisfied with a county action and requests a hearing. (Man. Pol. & Pro. §22-003.1.)

If any applicant for or recipient of public social services is dissatisfied with any action of the county department relating to his or her application for or receipt of public social services, if his or her application is not acted upon with reasonable promptness, or if any person who desires to apply for public social services is refused the opportunity to submit a signed application therefore, and is dissatisfied with that refusal, he or she shall, in person or through an authorized representative, without the necessity of filing a claim with the board of supervisors, upon filing a request with the State Department of Social Services or the State Department of Health Care Services, whichever department administers the public social service, be accorded an opportunity for a state hearing. (Welf. & Inst. Code §10950(a).)

At any time within a certification period, a household may request a state hearing to dispute its current level of benefits. (§ 63-804.5) If a household believes that it is entitled to restoration of lost benefits, but the county does not agree, the household has 90 days

from the date of the county determination to request a state hearing. (7 CFR §273.15(g); MPP §§22-009.1; 63-802.42 and .5.)

Provisions of law relating to a public assistance program shall be fairly and equitably construed to affect the stated objects and purposes of the program. (Welf. & Inst. Code §11000.)

Since the right to request a state hearing belongs to the claimant, the regulations in this chapter shall be interpreted in a manner which protects the claimant's right to a hearing. (§22-000.12.)

Jurisdiction – Untimely Hearing Request

Any applicant for or recipient of public social services, who is dissatisfied with any agency's action relating to the application for or receipt of public social services, shall have the right to a state hearing upon filing a hearing request with the State Department of Social Services (CDSS) or the State Department of Health Care Services (DHCS), whichever department administers the public social service.

(Welf. & Inst. Code § 10950; §22-003.1.)

A claimant must request a state hearing within 90 days of the action or inaction with which the claimant is dissatisfied. If the claimant has received an adequate and language-compliant notice of the action, the date of the action is the date the notice is mailed or given to the claimant. If adequate notice is required but not provided, or if the notice is not adequate or language-compliant, any hearing request (including an otherwise untimely hearing request) shall be deemed a timely hearing request. (MPP §22-009.1.)

Notwithstanding MPP section 22-009.11 and .12, the claimant may request a hearing after 90 days, but no more than 180 days (except as provided in 22-009.14), after the notice was mailed or given to the claimant if the claimant has good cause for the delay.

- Good cause means a substantial and compelling reason beyond the claimant's control, considering the length of the delay, the diligence of the claimant, and the potential prejudice to the other party.
- The claimant's inability to understand the adequate and language-compliant notice, in and of itself, shall not constitute good cause.
- Nothing in MPP section 22-009 shall preclude the application of the principles of equity jurisdiction as provided by law.

(§22-009.13.)

Inadequacy of a legal remedy is a prerequisite of equity jurisdiction. Equitable jurisdiction will not give equitable relief in any case where the legal remedy is full and adequate. A loss of the legal remedy through negligent failure to take advantage of it

when available will defeat a resort to equity. However, the loss of the legal remedy due to the defendant's mistake or fraud will not preclude equity jurisdiction.

(*Alexander v. Am. United* (1974) 416 U.S. 752, 762; *Wilkison v. Wiederkehr* (2002) 101 Cal.App.4th 822, 830, 835.)

A notice of action must be adequate before the 90-day time limit for filing a state hearing request begins to run. The fact that the recipient knows, or should have known, of the action does not start the running of the time period. (*Morales v. McMahon* (1990) 223 Cal.App.3d 184.)

A request for hearing or portion thereof shall be dismissed by a written decision when the request for hearing is filed beyond the time limit set forth in Section 22-009. (§22-054.32.)

Adequate Notice of Action

An adequate notice is a written notice informing the claimant of the action the county intends to take, the reasons for the intended action, the specific regulations supporting such action, an explanation of the claimant's right to request a state hearing, and if appropriate, the circumstances under which aid will be continued if a hearing is requested. (§22-001(a)(1).)

Adequate Notice of Action – CalFresh Overissuance

Notices of action establishing a CalFresh overissuance require, among other requirements, an established due date or time frame for repayment no later than 30 days from the initial notice of action and contain 1) the amount owed; 2) the type of claim (inadvertent household error, administrator error, or intentional program violation) and the reason for the claim; 3) time period the claim covers; 4) how the claim was calculated and any offsetting that was done to reduce the claim; 5) how the household or sponsor may pay the claim; 6) right to a state hearing; 7) request for state hearing must be filed within 90 days; 8) the length of time in which the household has to choose the method of repayment; 9) the household has an opportunity to inspect and copy any records related to the claim; and 10) if the claim is not paid the claim will be referred to the federal government for collection.

(MPP §§63-801.431(a)-(i).)

CalFresh overissuance notices of action issued by counties must include sufficient information for the household to understand the reason(s) for the proposed action and whether the action is correct. The "here's why" section of the CalFresh overissuance notice of action shall contain, to the extent this information is not specifically provided in another section of the notice of action, (1) the amount of benefits the household received; (2) the amount of benefits the household should have received; (3) the time period benefits were over issued; (4) the specific reason that caused the overissuance;

(5) the amount of the benefits that are to be repaid; (6) how the household or sponsor may pay the claim. A drop-down menu explanation of the overissuance is insufficient to notify a claimant; rather, the drop-down menu reason must be accompanied by case specific information. (ACL 16-71 (September 12, 2016), at pp. 1-2.)

Agency Power to Stipulate

The county representative shall have authority at the state hearing to make binding agreements and stipulations on behalf of the county. (§22-073.37.)

Burden of Proof

The County has the burden of going forward in the state hearing to support its determination. (§22-073.36.)

The burden of proof is the obligation of a party to establish by evidence a requisite degree of belief concerning a fact in the mind of the trier of fact or the court. Except as otherwise provided by law, the burden of proof requires proof by a preponderance of the evidence. (Evid. Code §115.)

A “preponderance of the evidence” means “more likely than not.” (*Tellabs, Inc. v. Makor Issues & Rights, Ltd.* (2007) 551 U.S. 308, at p. 310.)

In administrative tribunals, the party asserting the affirmative of the issue generally has the burden of proof. (*Cornell v. Reilly* (1954) 127 Cal.App.2d 178; and California Administrative Agency Practice, California Continuing Education of the Bar (1970) at p. 183.)

Evidentiary Presumptions

A letter correctly addressed and properly mailed is presumed received in the normal course of the mail. (Evid. Code §641.)

If the adverse party denies receipt of letter properly mailed, statutory presumption of receipt is gone from the case, but the trier-of-fact must then weigh the denial of receipt against the inference of receipt arising from proof of mailing and decide whether or not the letter was received. (*Bear Creek Master Ass’n v. Edwards* (2005) 130 Cal.App.4th 1470, at pp. 1485-1486.)

Rules of Evidence

The Evidence Code deals with general rules as to the determination of credibility of witnesses. The rule provides as follows: "Except as otherwise provided by statute, the court or jury may consider in determining the credibility of a witness any matter that has any tendency in reason to prove or disprove the truthfulness of his testimony at the hearing, including but not limited to any of the following:

- (a) His demeanor while testifying and the manner in which he testifies.
- (b) The character of his testimony.
- (c) The extent of his capacity to perceive, to recollect, or to communicate any matter about which he testifies.
- (d) The extent of his opportunity to perceive any matter about which he testifies.
- (e) His character for honesty or veracity or their opposites.
- (f) The existence or nonexistence of a bias, interest, or other motive.
- (g) A statement previously made by him that is consistent with his testimony at the hearing.
- (h) A statement made by him that is inconsistent with any part of his testimony at the hearing.
- (i) The existence or nonexistence of any fact testified to by him.
- (j) His attitude toward the action in which he testifies or toward the giving of testimony.
- (k) His admission of untruthfulness.”

(Evid. Code §780.)

CONCLUSION

This Administrative Law Judge carefully reviewed the entire administrative record and the applicable program rules and regulations, and it is determined there is no jurisdiction to hear the merits of the Claimant’s claim disputing Fresno County’s (the County) establishment of the CalFresh overissuance of \$978.00 from December 2019 through January 2020, under recovery account 812787140.

Furthermore, it is determined this Administrative Law Judge has jurisdiction over the collection of the amounts owed by the Claimant, which in this case is resolved in part by the stipulation of the parties, and by a partial grant.

I. Jurisdiction

A judge must have jurisdiction to issue a decision on the merits of a request for hearing.

A notice is adequate where it provides the action, the reason for the action, the specific regulations supporting the action, and the recipient’s right to a hearing and aid paid pending. Adequate notice is defined as written notice informing the claimant of the specific regulations supporting such action. The body or text portion of a Notice of Action (NOA) must explain the “essence” of the rule (in addition to the reason why the action is being taken). The recipient should be informed of what facts were used and how they were used so that he or she can make an informed decision whether to request corrective action or to appeal the action. Notices should be complete if they are to be adequate. The notice itself must state all the required information. A verbal explanation is not a substitute for adequate written notice.

Here, it is determined NOA #4 was adequate. NOA #4 informed the Claimant of the intended action, provided the reason for the intended action, gave citations to specific regulation sections supporting the action, and an explanation of Claimant's right to request a state hearing. NOA #4 further informed the Claimant regarding the liability for repayment, and the telephone number to call for additional information and includes information as to the availability of free legal representation. NOA #4 contains the calculation of the overissuance. NOA #4 provided the reason for the overissuance.

A request for state hearing must be filed within 90 days, or if good cause exists within 180 days, of the action or inaction with which the Claimant is dissatisfied. If the Claimant received adequate notice of the action, the date of the action is the date the notice was mailed to the Claimant. A request for hearing shall be dismissed if the request is filed beyond these time limits.

Here, the County mailed NOA #4 on January 9, 2020. Furthermore, it is undisputed the Claimant's request for hearing was filed on December 5, 2024, beyond the 180-day deadline to timely file her request with good cause, where she filed her request 1,792 days after NOA #4 was issued.

The 90-day and 180-day deadlines do not preclude the application of equity jurisdiction to allow a review of the County's action.

The Claimant argued on equitable grounds she was unaware of what was happening with the CalFresh case because everything was under her husband's name. While the Claimant's argument is well taken, there is no evidence to suggest the County provided false information or otherwise misled the Claimant into believing the overissuance balance was resolved, or the Claimant was precluded from filing a timely request for hearing.

As such, the Claimant's request for hearing to dispute the establishment of the CalFresh overissuance of \$978.00 under recovery account 812787140, must be dismissed.

II. Collection Action

It is determined jurisdiction is not at issue regarding the collectable amounts owed under the recovery accounts, as this Administrative Law Judge has determined the subject of the stipulation offered by the County was not a result of the Claimant's dispute of the establishment of the overpayments and overissuances, but rather the County's correction of the collectable amounts, and is strictly considered as a collection action by the County for purposes of this hearing.

Additionally, since this Administrative Law Judge lacks jurisdiction to issue a decision on the merits of whether the County correctly established the CalFresh overissuance under recovery account 812787140, the County's action can still be reviewed as a collection issue.

Based on the interests of justice, this Administrative Law Judge is partially granting the claim regarding the CalFresh overissuance under recovery account 812787140, as to the collectable balance offered by the County's stipulation. The Claimant rejected the stipulation as to recovery account 812787140 and asked this Administrative Law Judge to review the merits of the overissuance. Since it is determined there is no jurisdiction to review merits of the overissuance, this Administrative Law Judge determined it is in the best interests of the Claimant and in the interests of justice, to partially grant the claim according to the stipulation offered by the County.

III. Stipulation

Based in part on the parties' stipulation, and a partial grant of the claim, it will be ordered that the County rescind any adverse actions and provide all appropriate retroactive benefits in the Order as follows:

The County must:

1. Close the CalWORKs overpayment with a remaining balance of \$2,667.00 under recovery account 813299825; cease all collection action on the balance of \$2,667.00 under recovery account 813299825;
2. Reduce the collectable balance of the CalFresh overissuance from \$3,037.00 to \$864.50 under recovery account 813035335; limit the collection action to a total of \$864.50 under recovery account 813035335;
3. Close the CalWORKs overpayment with a balance of \$649.00 under recovery account 812482120; cease all collection action on the balance of \$649.00 under recovery account 812482120;
4. Reduce the collectable balance of the CalFresh overissuance from \$978.00 to \$489.00 under recovery account 812787140; limit the collection action to a total of \$489.00 under recovery account 812787140;
5. Close the CalWORKs overpayment with a balance of \$661.00 under recovery account 812578945; cease all collection action on the balance of \$661.00 under recovery account 812578945;
6. Close the CalFresh overissuance with a balance of \$193.00 under recovery account 813003191; cease all collection action on the balance of \$193.00 under recovery account 813003191;
7. Close the CalWORKs overpayment with a balance of \$696.00 under recovery account 812547462; cease all collection action on the balance of \$696.00 under recovery account 812547462;
8. Reduce the collectable balance of the CalFresh overissuance from \$10.00 to \$5.00 under recovery account 813278254; limit the collection action to a total of \$5.00 under recovery account 813278254; and

Notify the Claimant of its actions (1)-(8), in writing.

ORDER

The claim is granted in part by stipulation, granted in part, and dismissed in part.

It is ordered that Fresno County must:

1. Close the CalWORKs overpayment with a remaining balance of \$2,667.00 under recovery account 813299825; cease all collection action on the balance of \$2,667.00 under recovery account 813299825;
2. Reduce the collectable balance of the CalFresh overissuance from \$3,037.00 to \$864.50 under recovery account 813035335; limit the collection action to a total of \$864.50 under recovery account 813035335;
3. Close the CalWORKs overpayment with a balance of \$649.00 under recovery account 812482120; cease all collection action on the balance of \$649.00 under recovery account 812482120;
4. Reduce the collectable balance of the CalFresh overissuance from \$978.00 to \$489.00 under recovery account 812787140; limit the collection action to a total of \$489.00 under recovery account 812787140;
5. Close the CalWORKs overpayment with a balance of \$661.00 under recovery account 812578945; cease all collection action on the balance of \$661.00 under recovery account 812578945;
6. Close the CalFresh overissuance with a balance of \$193.00 under recovery account 813003191; cease all collection action on the balance of \$193.00 under recovery account 813003191;
7. Close the CalWORKs overpayment with a balance of \$696.00 under recovery account 812547462; cease all collection action on the balance of \$696.00 under recovery account 812547462;
8. Reduce the collectable balance of the CalFresh overissuance from \$10.00 to \$5.00 under recovery account 813278254; limit the collection action to a total of \$5.00 under recovery account 813278254; and

Notify the Claimant of its actions (1)-(8), in writing.

In all other respects, the claim is dismissed.