

**IN THE SUPREME COURT OF THE
STATE OF CALIFORNIA**

**ASSOCIATION OF CALIFORNIA INSURANCE COMPANIES and
PERSONAL INSURANCE FEDERATION OF CALIFORNIA,**

Plaintiffs and Respondents,

v.

**DAVE JONES, in his capacity as the Commissioner of the California
Department of Insurance,**

Defendant and Appellant.

Court of Appeal Second Appellate District, Case No. B248622
Los Angeles County Superior Court, Case No. BC463124
The Honorable Gregory W. Alarcon, Judge

**APPLICATION OF THE PACIFIC ASSOCIATION OF DOMESTIC
INSURANCE COMPANIES ("PADIC") FOR LEAVE TO FILE
AMICUS CURIAE BRIEF AND BRIEF OF AMICUS CURIAE
IN SUPPORT OF PLAINTIFFS AND RESPONDENTS
ASSOCIATION OF INSURANCE COMPANIES AND PERSONAL
FEDERATION OF CALIFORNIA**

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**APPLICATION TO FILE *AMICUS CURIAE* BRIEF IN SUPPORT
OF ASSOCIATION OF CALIFORNIA INSURANCE COMPANIES
AND PERSONAL INSURANCE FEDERATION OF CALIFORNIA**

Pursuant to California Court Rule 8.520(f), The Pacific Association of Domestic Insurance Companies (“PADIC”) respectfully requests leave to file the attached *amicus* brief in support of Plaintiffs and Respondents, Association of California Insurance Companies and Personal Insurance Federation of California.

PADIC represents small to mid-sized property and casualty insurer business and consumer interests in the western United States. PADIC works with consumers, policyholders, media, regulators and legislators to improve consumer understanding of insurance issues and policies, to keep costs and prices at a reasonable level and to improve the competitive business environment. PADIC consists of approximately a dozen property and casualty carriers admitted in California.

The attorneys for PADIC have reviewed the briefs on file in this case and believe the Court will benefit from additional briefing concerning *Association of California Insurance Companies v. Jones*, 185 Cal. Rptr. 3d 788 (2015).

The issues of this case are of great importance to PADIC as the decision of the Court will substantially effect PADIC in its endeavor to provide a collective voice and to serve as a resource for property and

S226529

casualty insurers domiciled in California, and in its service as an advocate for the industry on various regulatory and legislative issues.

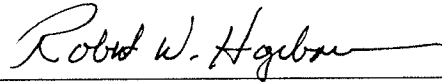
Pursuant to Rule 8.520(f)(4) no party or any counsel other than PADIC, or counsel disclosed in this brief, has authored the *amicus curiae* brief in whole or in part and no party other than PADIC made a monetary contribution intended to fund the preparation or submission of the brief.

Accordingly, PADIC respectfully requests the Court's permission to file the accompanying *amicus curiae* brief.

HINSHAW & CULBERTSON LLP

Dated: April 12, 2016

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THE PACIFIC ASSOCIATION OF

DOMESTIC INSURANCE

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TABLE OF CONTENTS

	Page(s)
1. INTRODUCTION	1
2. SECTION 2695.183 DETERMINES PREVIOUSLY UNDEFINED INSURANCE PRACTICES TO BE IN VIOLATION OF THE UNFAIR INSURANCE PRACTICES ACT.....	2
3. SECTION 790.06 IS BOTH AN EFFECTIVE AND AN EXCLUSIVE PROCEDURE FOR DETERMINING PREVIOUSLY UNDEFINED ACTS OR PRACTICES TO BE IN VIOLATION OF THE UNFAIR INSURANCE PRACTICES ACT.....	7
4. CONCLUSION.....	12

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>20th Century Ins. Co. v. Garamendi</i> , 8 Cal. 4th 216 (1994)	7
<i>Association of California Insurance Companies v. Jones</i> , 185 Cal. Rptr. 3d 788 (2015)	<i>passim</i>
<i>Samantha v. State Department of Developmental Services</i> , 185 Cal.App.4th 1462 (2010)	11
Statutes	
Civil Code, § 3528	5
Ins. Code §§ 380 – 396	9
Ins. Code § 383.5	9
Ins. Code §§ 750 – 752	8
Ins. Code § 790.06	<i>passim</i>
Ins. Code § 790 – 790.15	1
Ins. Code § 790.03(b).....	2, 3
Ins. Code § 790.03(h).....	3
Ins. Code, § 790.03(h)(1).....	3
Ins. Code § 790.03(h)(15).....	3
Ins. Code § 790.06	<i>passim</i>
Ins. Code § 790.10	7
Ins. Code, § 790.035	5
Ins. Code § 1211	10

S226529

Ins. Code § 1812	10
Ins. Code §§ 10101-10107	6
W & I Code §4512(a).....	11
W & I Code § 4640.....	11

Regulations

Cal. Code Regs., tit 10, § 2695.183	1, 2
Cal. Code Regs., tit. 28, § 2695.183(a)(5).....	4
Cal. Code Regs., tit., 28, § 2695.183(c).....	5
Cal. Code Regs., tit. 28, § 2695.183(e).....	5
Cal. Code Regs., tit. 28 § 54000(c)(1) and (2).....	11

Other Authorities

UIPA.....	<i>passim</i>
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1. INTRODUCTION

The Pacific Association of Domestic Insurers (“PADIC”) urges the Court to affirm the decision in *Association of California Insurance Companies v. Jones*, 185 Cal. Rptr. 3d 788 (2015) (“ACIC”) on two grounds.¹ First, the replacement cost regulations² do determine previously undefined practices to be unfair or deceptive insurance practices under the Unfair Insurance Practices Act (“UIPA”). *Ins. Code*, §§ 790 – 790.15. Second, section 790.06³ is both an effective process and the exclusive procedure for determining that a previously undefined practice is unfair or deceptive.

PADIC is comprised of a dozen property and casualty insurers domesticated in California. Associate members represent the actuarial, accounting, legal, reinsurance and other professions within the insurance field. Affiliate members are comprised of the three major independent agency trade associations in California. PADIC member premiums approach 1 billion in California and the adjoining states. 23% of the combined premium is in homeowners and related lines.

¹ PADIC has limited its comments because it is in agreement with the position of Plaintiffs and Respondents as is set forth in their Answer Brief on the Merits (“Answer Brief”).

² California Code of Regulations, title 10, section 2695.183.

³ All statutory references unless otherwise noted are to the California Insurance Code.

2. SECTION 2695.183 DETERMINES PREVIOUSLY UNDEFINED INSURANCE PRACTICES TO BE IN VIOLATION OF THE UNFAIR INSURANCE PRACTICES ACT.

The Commissioner claims that section 2695.183 “has not defined a new prohibited act, but has provided clarity about a prohibited act already defined in statute.” Commissioner’s Opening Brief on the Merits, p. 33. Continuing this theme, the Commissioner states that the replacement cost regulations are merely “filling a gap by clarifying that incomplete replacement cost estimates are misleading under” section 790.03(b). Commissioner’s Reply Brief on the Merits, p. 9. In fact, the replacement cost regulations define as unfair or deceptive practices which were not previously defined or determined pursuant to the UIPA to be unfair or deceptive. In so doing, the Commissioner has acted without authority.⁴

The Commissioner argues that section 790.03(b) presently – and presumably has since adoption of the UIPA in 1959 – provides that replacement cost estimates that do not include the cost components listed in the replacement cost regulations are unfair and deceptive. More specifically, the Commissioner claims that such replacement cost estimates

⁴ PADIC adopts and incorporates by reference the discussion of the limits of the Commissioner regulatory authority set forth in the Answer Brief, pp.25 - 43.

constitute the “[m]aking or disseminating” a “statement containing any assertion, representation, or statement with respect to the business of insurance . . . which is untrue, deceptive, or misleading,” and thus is prohibited by section 790.03(b). By this logic the scope of the Commissioner’s regulatory authority to add prohibited acts to the UIPA is extremely broad as almost any act or practice can be phrased in terms of misrepresentation. But no such expansive regulatory power exists in the UIPA.

Section 790.03(h) specifies acts which if knowingly committed or performed “which such frequency as to indicate a general business practice” are unfair claims practices. Included in the list of 16 specified unfair claims practices in section 790.03(h) are “[m]isrepresenting to claimants pertinent facts or insurance policy provisions relating to any coverages at issue,” and “[m]isleading a claimant as to the applicable statute of limitations.” *Ins. Code*, section 790.03(h)(1) and (15). By the Commissioner’s logic those specifications are unnecessarily based on 790.03(b). Indeed, as the Court of Appeal correctly noted, all of subsection (h) – all 16 specified acts – “covers categories of claims settlement practices that could have been regulated under the Commissioner’s interpretation” of his regulatory authority under 790.03(b). *ACIC, supra* at 807.

As with so many things, the devil is in the detail with respect to the replacement cost regulations. A replacement cost estimate is by definition an *estimate* and might be equal or exceed the actual, later discovered replacement costs of a homeowner's structure without being misleading. Yet if a licensee omits one of the 11 "components and features of the insured structure" set forth in section 2695.183(a)(5)⁵ the estimate can be labeled "misleading" and in violation of the UIPA even if it otherwise fully complies with the replacement cost regulations and even if the one omission was a simple error. As the court below correctly stated, "the Commissioner did not have authority to add content and format requirements for replacement cost estimates in homeowners insurance to the list of practices set forth in section 790.03 under the guise of deeming nonconforming estimates misleading under section 790.03, subdivision (b)." *ACIC, supra* at 803.

The Commissioner's claim that his regulations simply "fill in the gaps" under section 790.03 is belied by the substance of the regulation. More than just requiring a "complete" replacement cost estimate, the regulation specifies, in great detail, the only type of estimate that will not be considered misleading. Prior to the adoption of the regulation,

⁵ The 11 components are quite specific and include such items as the type of foundation, the overhead and profit, or the materials used in, and generic types of, interior features and finishes, such as, where applicable, the type of heating and air conditioning system, walls, flooring, ceiling, fireplaces, kitchen, and bath(s), among other things.

California law did not prohibit the use of estimates that includes a deduction for physical depreciation. After the adoption of the regulation, any such estimate becomes "misleading." See Section 2695.183(c). As another example, after the adoption of the regulation, any licensee that fails to take reasonable steps annually to verify the sources and methods used to generate the estimate is *per se* producing misleading estimates. Section 2695.183(e).

Subsection (j) of the replacement cost regulations declares that a failure to "communicate an estimate of replacement value not comports with subdivisions (a) through (e)" constitutes a violation of section 790.03. It is unclear whether the detailed requirements in subsections (g), (h), (i) and (k) are thought to be incorporated into the requirements of subsections (a) through (e), but however viewed these regulations exceed the Commissioner's regulatory power under the UIPA. Specifically, in subsections (a) through (e), the Commissioner has added what the court below called "content and format requirements" to the UIPA. However the Commissioner tries to spin it, the replacement cost regulations add new prohibited acts subject to the penalty provisions of the UIPA. *Ins. Code*, § 790.035. Since 1872 the law has respected form less than substance, and the substance of the replacement cost regulations is the definition of new unfair and deceptive practices. *Civil Code*, § 3528.

The fact that the Legislature itself declined to regulate replacement cost estimates highlights the conclusion that the Commissioner has exceeded his delegated authority. As the Commissioner points out in his Opening Brief on the Merits, the California wildfires in 2005, 2007 and 2008 spurred significant Legislative activity in order to address the problem of residents being underinsured. Commissioner's Opening Brief on the Merits, pp. 7-12. According to the Commissioner's own description, the thrust of the Legislative action to address this issue was the enactment and amendment of several insurance statutes designed to educate members of the industry and consumers by requiring specific disclosures be made to consumers about the dangers of underinsurance. *Id.* See *CIC* § 10101-10107.⁶ Significantly, the Legislature at no time chose to regulate appraisals or replacement cost estimates. Therefore, the statement by the Court of Appeal that "we can infer that the absence of a provision regarding replacement cost estimates was a deliberate choice[.]" was correct in more ways than one. *ACIC, supra* at 803.

⁶ Chapter 10 of Division 2 of the California Insurance Code requires that the named insured receive a Disclosure Notice statement upon the issuance of a policy of residential policy insurance. The Disclosure includes language relating to the necessity to avoid being underinsured and that estimates to rebuild the home should be based on construction lists in the insured's area and adjusted to account for the features of the insured's home. See *CIC* § 10102. Section 10106 limits the Commissioner's authority with respect to the Disclosure statement to modify the statement only upon request of the insurer.

3. SECTION 790.06 IS BOTH AN EFFECTIVE AND AN EXCLUSIVE PROCEDURE FOR DETERMINING PREVIOUSLY UNDEFINED ACTS OR PRACTICES TO BE IN VIOLATION OF THE UNFAIR INSURANCE PRACTICES ACT

Before the Court of Appeal, the Commissioner argued that the procedure of section 790.06 was “an enforcement tool against an individual insurer and not an across-the-board regulation of the insurance industry.” *ACIC, supra* at 801. But the only⁷ proceeding that has been held pursuant to section 790.06 demonstrates just the opposite.

In 1993, then Commissioner John Garamendi served an Order to Show Cause against four of the largest, by premium, life insurers in California.⁸ Commissioner Garamendi, of course, was no stranger to the use of regulations. *See, 20th Century Ins. Co. v. Garamendi*, 8 Cal. 4th 216 (1994). Despite the fact that section 790.10 had been part of the UIPA for over 20 years, Commissioner Garamendi correctly elected to proceed pursuant to section 790.06.

⁷ To PADIC’s knowledge, the one hearing under section 790.06 discussed in the text is the only time the procedure has been used. Amicus Motion for Judicial Notice (“AMJN”), Exh. 2, p. 4.

⁸ AMJN, Exhibit 1, p. 3. The first named Respondent was Prudential Insurance Company of America, and PADIC refers to this proceeding as the “Prudential OSC.”

The Prudential OSC charged that the life insurers, by refusing to do business with life agents who rebated commissions,⁹ were engaging in acts that “were unfair or deceptive practices” within the meaning of section 790.06. AMJN Exh. 1, p. 3. In October, 2013, the OSC was heard by an Administrative Law Judge who issued his proposed decision on April 5, 1994.¹⁰ AMJN Exh. 1, p. 2 and Exh. 2. In his report, the Administrative Law Judge found that the practice of the life insurers in refusing to do business with life agents that rebated commission was not “‘unfair or deceptive’ under any plausible definition of the term.” AMJN Exh. 2, p 57. Thereafter, on September 8, 1994, Commissioner Garamendi issued his own decision, likewise concluding that the practices of the life insurers did not “constitute a method of competition or act or practice that is unfair, deceptive or otherwise in violation of Insurance Code section 790.06.” AMJN Exh. 1, p. 26.

Contrary to the Commissioner’s claim in this case, the Prudential OSC was not “an enforcement tool against an individual insurer.” Rather, the Respondents were Prudential, Metropolitan Life, New York Life and

⁹ While Proposition 103 primarily related to property and casualty insurance, it also repealed section 750 – 752 of the Insurance Code which prohibited rebating.

¹⁰ The ALJ noted that a proceeding under Insurance Code section 790.06, although its character is adjudicatory (the department has the burden of proof and the ALJ finds facts and determines issues), by its terms it is a hearing to determine whether a particular identified practice should be declared an unfair or deceptive practice. AMJN Exh. 1, p. 5.

Transamerica, who together accounted for over 21% of the California life insurance market. AMJN Exh. 1, p. 20.

Moreover, contrary to the Commissioners claim that a section 790.06 proceeding cannot result in “across the board regulation of the insurance industry,” that was precisely what the Prudential OSC did. Whether the Commissioner or the Respondents prevailed, the result was intended to be and was effectively an industry-wide determination of whether the UIPA prohibited life insurers from refusing to do business with agents that rebated.

In addition to being an effective method for across the board regulation of the insurance industry, section 790.06 is the only method by which the Commissioner may determine whether conduct not covered by section 790.03 should nonetheless be declared an unfair or deceptive practice. In this regard, the Answer Brief explains that the mechanism of section 790.06 is unique and distinctly different from other provisions of the Insurance Code that grant the Commissioner regulatory power. Answer Brief, pp. 43 – 47. To that discussion, PADIC adds the following.

Division 1, Part 1, Chapter 4, Article 4, sections 380 – 396, includes section 383.5 dealing with motor vehicle insurance. That section states that its purpose “is to prevent fraud or mistake in connection with the transaction of insurance covering motor vehicles” and provides “rules and

regulations shall be adopted” to further that purpose. Nowhere in Article 4 is there a section equivalent to section 790.06.

Division 1, Part 2, Chapter 2, Article 4.6, section 1211 deals with derivative transactions. Subsection (I) provides that the “commissioner may adopt rules and issue guidelines establishing standards and requirements relative to practices authorized in this section.” As with motor vehicle insurance, there is no corresponding section to section 790.06 in this Article.

Division 1, Part 2, Chapter 7, Article 1 deals with qualification and licensing of bail bond agents. Section 1812 provides that the “commissioner may make reasonable rules necessary, advisable, or convenient for the administration and enforcement of the provisions of this chapter.” Once again, nowhere in this Article is there a provision in any way similar to section 790.06.

The foregoing are just a few examples of specific grants of regulatory power given the Commissioner by the Legislature. The point, of course, is that unlike other provisions of the Insurance Code, section 790.06 is a unique procedure by which the Commissioner can determine, on an adjudicatory basis (with the concurrence of a superior court judge), whether a particular set of circumstances has resulted in an unfair or deceptive act not otherwise covered by section 790.03. Thus, the Commissioner has no power by regulation to add prohibited acts or practices to the UIPA.

Contrast the UIPA statutory scheme to that discussed in *Samantha v. State Department of Developmental Services*, 185 Cal.App.4th 1462 (2010). Appellant challenged section 54000, subdivisions (c)(1) and (2) of the California Code of Regulations, as inconsistent with the definition of “developmental disability” under Welfare and Institutions Code (“W&I Code”) section 4512(a) as well as section 4640 (granting authority to issue the subject regulations). As explained in *Samantha*, W&I Code section 4512(a) stated as follows:

“‘Developmental disability’ means a disability that originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. ***As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include mental retardation, cerebral palsy, epilepsy, and autism.*** This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation, but shall not include other handicapping conditions that are solely physical in nature.” (Emphasis added).

W&I Code section 4640 then grants authority to the Director of Developmental Services to “issue regulations ***that delineate***, by diagnostic category and degree of disability, those persons who are eligible for services and supports by regional centers. ...” (Emphasis added). *Samantha*, supra at 1481 n3 (quoting W&I Code § 4640(b)). The court in *Samantha* found the challenged regulation to be valid, noting that the

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statutes reflect Legislative intent to provide the Director with flexibility in adopting such regulations.

Where the California Legislature wants to delegate to public agencies the authority to set specific standards, it has done so expressly.

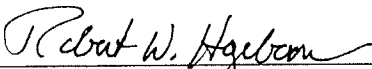
4. CONCLUSION

For the reasons stated above the reasons stated in the Answer Brief, PADIC urges the Court to affirm the decision of the Court of Appeal.

DATED: April 12, 2016

Respectfully submitted,

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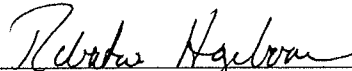
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CERTIFICATE OF WORD COUNT

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Dated: *April 12, 2016*



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CERTIFICATE OF SERVICE

Association of California Insurance Companies, et al. v. Dave Jones, etc.

Case No. S.Ct. No. S226529; 2nd Civ. No. B248622

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a citizen of the United States and employed in Los Angeles, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within actions; my business address is 633 West 5th Street, Los Angeles, CA 90071-2800.

On April 12, 2016, I served the document(s) entitled, **APPLICATION OF THE PACIFIC ASSOCIATION OF DOMESTIC INSURANCE COMPANIES FOR LEAVE TO FILE AMICUS CURIAE BRIEF AND [PROPOSED] BRIEF OF AMICUS CURIAE IN SUPPORT OF PLAINTIFFS AND RESPONDENTS ASSOCIATION OF INSURANCE COMPANIES AND PERSONAL FEDERATION OF CALIFORNIA**, on the interested parties in this action by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated below:

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(BY MAIL): I deposited such envelope in the mail at Los Angeles, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

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I declare under penalty of perjury under the laws of the United States that the above is true and correct and was executed on April 12, 2016, at Los Angeles, California.


Gloria Valles

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SERVICE LIST

Association of California Insurance Companies, et al. v. Dave Jones, etc.

Case No. S.Ct. No. S226529; 2nd Civ. No. B248622

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