2nd Civ. No. B168662

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION ONE

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

Petitioner,

v.

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES,

Respondent.

JERRY HILL, JOSEPHINE HILL, WILSON MALLORY AND NORENE MALLORY,
Real Parties in Interest

Taken from an order of the Los Angeles County Superior Court
The Honorable Charles W. McCoy, Judge
Case No. BC 194491 (Class Action)

AMENDED APPLICATION FOR LEAVE TO FILE AN *AMICUS CURIAE* BRIEF AND [PROPOSED] *AMICUS CURIAE* BRIEF OF NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS IN SUPPORT OF PETITIONER

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AMENDED APPLICATION OF NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS FOR LEAVE TO FILE AN *AMICUS CURIAE* BRIEF IN SUPPORT OF THE PETITIONER

To the Honorable Vaino Spencer, Presiding Justice:

The National Association of Insurance Commissioners (the "NAIC") respectfully applies for permission to file the attached *amicus curiae* brief in support of the petitioner State Farm Mutual Automobile Insurance Company. As demonstrated herein, this Application is made and the Brief submitted on the grounds that:

1. The NAIC is familiar with the facts of this case, the questions involved and the scope of their presentation to date.

2. The interest of the NAIC arises from the possibility that the decision of the Superior Court to adjudicate this case on the basis of California contracts law could be interpreted to mean that a California court may exercise "visitorial power" over the internal affairs of a foreign mutual insurance company and determine the obligations, rights and duties of the officers and board of directors of such a company without reference to the laws of that company's domestic jurisdiction under which it was formed and is governed. Such a legal result would be at war with the regulatory oversight system exercised by the states of the union pursuant to the McCarran-Ferguson Act, 15 U.S.C. §§ 1011 *et seq.*, and would render a mutual insurance company vulnerable to the different and conflicting corporate governance standards (including non-corporate laws with an

impact on corporate governance) of every jurisdiction in which the company does business.

3. The NAIC membership consists solely of the principal insurance regulatory officials of the fifty states, the District of Columbia, the territories and insular possessions of the United States. Started in 1871, it is the nation's oldest association (recently incorporated as a non-profit corporation) of state government officials. The members of the NAIC direct and control its actions. Only a member may request that the NAIC file an *amicus curiae* brief, and such requires approval of the Executive Committee of the NAIC, which is made up of at least fifteen of its members.

4. The members of the NAIC are uniquely qualified and situated to assist this Court by presenting the regulatory and public policy concerns involved in this case, which are not fully addressed by State Farm. Individually and collectively, the members of the NAIC have a wealth of experience in the financial regulation of insurers. The members of the NAIC have this experience, and are interested in this case, because they are required by federal and state law to regulate the corporate and financial affairs of insurers – a duty the plaintiffs in this case would have the trial court undertake.

5. The NAIC is concerned that the Superior Court's decision to apply California contracts law to this case effectively nullifies the ability of

Illinois, or for that matter any state, to ensure or even require that insurers domiciled in that state maintain a minimum level of capital and surplus. There is also a concern that if mutual insurance company policyholders can force a distribution that threatens the solvency of an insurer, then stock company owners could likewise force such distributions without regard to the detriment to policyholders relying on the insurer to cover claims.

6. The order of the Superior Court conflicts with state and federal law respecting the regulation by the several states of the insurance industry generally and the defendant State Farm Mutual Automobile Insurance Company specifically.

For the foregoing reasons, the NAIC's Application for permission to file the attached *amicus curiae* brief should be granted and the brief filed.

DATED: July 24, 2003

Respectfully submitted,

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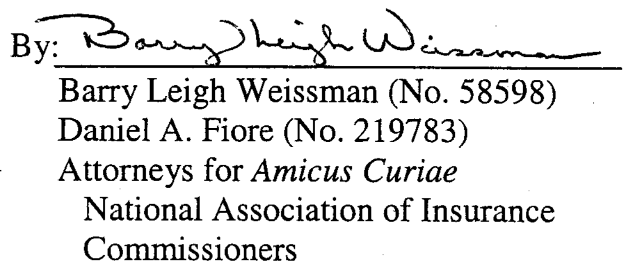

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OF COUNSEL: Douglas A. Hartz

ORDER

The Application of the National Association of Insurance Commissioners for permission to file a brief as *amicus curiae*, having been read and filed, and good cause appearing therefore:

IT IS HEREBY ORDERED that the National Association of Insurance Commissioners be, and hereby is, permitted to file a brief as *amicus curiae* herein.

Dated: July _____, 2003

____
The Honorable Vaino Spencer
Presiding Justice

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The National Association of Insurance Commissioners (the "NAIC") files this *amicus curiae* brief in support of the request of petitioner State Farm Mutual Automobile Insurance Company ("State Farm") for a Writ of Mandate. The members of the NAIC believe the issues presented are very significant to state insurance regulation.

STATEMENT OF INTEREST OF *AMICUS CURIAE*

The interest of the NAIC arises from the possibility that the decision of the Superior Court to apply California contracts law in this case could be interpreted to mean that a California court may exercise "visitorial power" over the internal affairs of a foreign mutual insurance company and determine the obligations, rights and duties of the officers and board of directors of such a company without reference to the laws of that company's domestic jurisdiction under which it was formed and is governed. Such a legal result would be at war with the regulatory oversight system exercised by the states of the union pursuant to the McCarran-Ferguson Act, 15 U.S.C. §§ 1011 *et seq.*, and would render a mutual insurance company vulnerable to the different and conflicting corporate governance standards (including non-corporate laws with an impact on corporate governance) of every jurisdiction in which the company does business.

The NAIC membership consists solely of the principal insurance regulatory officials of the fifty states, the District of Columbia, the

territories and insular possessions of the United States. Started in 1871, it is the nation's oldest association (recently incorporated as a non-profit corporation) of state government officials. The members of the NAIC direct and control its actions. Only a member may request that the NAIC file an *amicus curiae* brief, and such requires approval of the Executive Committee of the NAIC, which is made up of at least fifteen of its members. (*See* AE-31 at 2085.)

The NAIC performs numerous crucial services on behalf of state government, including: management of accreditation standards for and coordination of the review of insurance departments; operation of extensive solvency, financial and regulatory databases; regulatory analysis of insurance company financial data; education and training of state, federal and international financial regulators; operation of the Securities Valuation Office and the International Insurers Department; development and publication of model laws, regulations, bulletins, and financial and accounting standards; coordination of quarterly national meetings and interim meetings of various NAIC committees, task forces and working groups; and creation and publication of white papers, consumer guides, handbooks, periodicals and PROCEEDINGS OF THE NAIC. Hundreds of state and federal laws assign duties to the NAIC and make reference to and incorporate NAIC standards, models and publications.

The mission of the NAIC, as set out in its Certificate of Incorporation, is to:

> assist state insurance regulators, individually and collectively, in serving the public interest and achieving the following fundamental insurance regulatory goals in a responsive, efficient and cost-effective manner, consistent with the wishes of its members:
> (a) Protect the public interest, promote competitive markets and facilitate the fair and equitable treatment of insurance consumers;
> (b) Promote, in the public interest, the reliability, solvency, and financial solidity of insurance institutions; and
> (c) Support and improve state regulation of insurance.

(AE-31 at 2097.)

The members of the NAIC are uniquely qualified and situated to assist this Court by presenting the regulatory and public policy concerns involved in this case. Individually and collectively, the members of the NAIC have a wealth of experience in the financial regulation of insurers. The members of the NAIC have this experience, and are interested in this case, because they are required by federal and state law to regulate the corporate and financial affairs of insurers – a duty the plaintiffs in this case would have the trial court undertake.

The NAIC has extensive experience with the interpretation and application of the McCarran-Ferguson Act and various state laws, many of which are based on NAIC model laws, along with constitutional challenges

and administrative law matters. The members of the NAIC are the statutory heads of state insurance departments that have approximately 11,000 staff members, including 282 actuaries, 681 rate and form analysts, and 1,175 financial examiners. *See* National Ass'n of Insurance Commissioners, 2001 INSURANCE DEPARTMENT RESOURCES REPORT, at 3-13 (2002).

With regard to the McCarran-Ferguson Act, the United States Supreme Court has stated that "[t]he views of the NAIC are particularly significant, because the Act ultimately passed was based in large part on the NAIC bill." *Group Life and Health Ins. Co. v. Royal Drug Co.* (1979) 440 U.S. 205, 221, 99 S. Ct. 1067, 1078, 59 L. Ed. 2d 261.

The members of the NAIC established the NAIC Financial Regulations Standards and Accreditation Program in June 1989 to ensure that each state satisfies certain baseline requirements deemed necessary to an effective regulatory system. The summary of this accreditation program provides in its introduction:

> A system of effective solvency regulation provides crucial safeguards for America's insurance consumers. An effective system has certain basic components. It requires that regulators have adequate statutory and administrative *authority to regulate an insurer's corporate and financial affairs*.

(AE-31 at 2106 (emphasis added).)

The second standard for a state to qualify for accreditation is as follows:

> Capital and Surplus Requirement – The Department should have the ability to require that insurers maintain a minimum level of capital and surplus to transact business. The Department should have the authority to require additional capital and surplus based upon the type, volume and nature of insurance business transacted. The Risk Based Capital (RBC) for Insurers Model Act or provisions substantially similar shall be included in state laws and regulations.

(AE-31 at 2115.)

The decision of the Superior Court to apply California contracts law in this matter creates the potential that the Superior Court may order an Illinois domestic insurer to distribute $47 billion to a class of plaintiffs, and calls into question whether Illinois, or for that matter any state, has the ability to ensure or even require that insurers domiciled in that state maintain a minimum level of capital and surplus. There is also a concern that if mutual insurance company policyholders can force a distribution that threatens the solvency of an insurer, then stock company owners could likewise force such distributions without regard to the detriment to policyholders relying on the insurer to cover claims.

ARGUMENT

A. Federal And State Law Require Deference To Illinois Law And The Jurisdiction Of The Illinois Regulatory Authority Regarding The Governance And Corporate And Financial Affairs Of An Illinois Domestic Insurer

The Superior Court's ruling that California law applies in this dispute could be interpreted to mean that the insurance policies at issue may be construed to not incorporate or refer to Illinois corporate and governance law concerning membership rights in a mutual insurance company. If that is the case, a California court may exercise "visitorial power" over the internal affairs of a foreign mutual insurance company and determine the obligations, rights and duties of the officers and board of directors of that company without reference to the laws of the company's domestic jurisdiction under which it was formed and is governed. The members of the NAIC believe this result contravenes the law, which places the regulation of the business of insurance and of insurers' corporate and financial affairs within the jurisdiction of the individual states.

With regard to mutual insurance company members, the purchase of a policy from a mutual insurance company makes the purchaser a member of the company. One cannot become a member without purchasing a policy. Similarly, one cannot purchase a policy without becoming a member. *See* 18 APPLEMAN, INSURANCE LAW AND PRACTICE § 10046 (1945). An insured "is a member of the corporation, made so by the very

nature of the contract, and so declared by law. . . . As a member, his rights and liabilities are defined partly by the contract contained in the policy, partly by the statutes, and partly by the by-laws of the corporation." *Commonwealth v. Massachusetts Mutual Fire Ins. Co.* (1873) 112 Mass. 116, 120. Likewise, "the rights arising between a corporation and its members out of such management depend upon the laws *of the state under which the corporation is organized* . . . ." *Lubin v. Equitable Life Assur. Soc. of United States* (1945) 326 Ill. App. 358, 372, 61 N.E.2d 753, 759 (emphasis added). Accordingly, in this case, Illinois law governs membership rights and duties.

1. Consistent With Established Principles Of Insurance Regulation, States Regulate The Business Of Insurance And The Corporate And Financial Affairs Of Insurers

The McCarran-Ferguson Act clearly places responsibility for insurance regulation with the states in providing "that the continued regulation and taxation by the several States of the business of insurance is in the public interest . . . ." 15 U.S.C. § 1011. Further, "[t]he business of insurance . . . *shall be subject to the laws of the several States* which relate to the regulation or taxation of such business." 15 U.S.C. § 1012(a) (emphasis added). "No Act of Congress shall be construed to invalidate, impair, or supersede any law enacted by any State for the purpose of regulating the business of insurance . . . unless such Act specifically relates to the business of insurance . . . ." 15 U.S.C. § 1012(b). The McCarran-

Ferguson Act by its language recognizes that *the laws of the several States*, not just California, are to be given full force and effect.

The United States Supreme Court in its decisions has supported the state-by-state method of regulation. *BMW of North America, Inc. v. Gore* (1996) 517 U.S. 559, 116 S. Ct. 1589, 143 L. Ed. 2d 809, is illustrative. The *Gore* case involved disclosure of certain pre-sale repairs to new vehicles. The Supreme Court recognized that states take differing approaches to common issues and, in the end, left undisturbed the state-by-state manner of regulation. "No one doubts that a State may protect its citizens by prohibiting deceptive trade practices . . . . But the States need not, and in fact do not, provide such protection in a uniform manner. . . . The result is a patchwork of rules representing the diverse policy judgments of lawmakers in 50 States." *Id.* at 568-569. "That diversity demonstrates that reasonable people may disagree . . . ." *Id.* at 570.

2. Each State Regulates The Relationship Between An Insurer And That State's Policyholders, But Only The Domiciliary State Should Regulate Its Insurers' Corporate And Financial Affairs

There is a distinct difference between (a) regulating what an insurer does with policyholders in a state and (b) regulating the corporate and financial affairs of another state's domestic insurers. As noted below, the policies at issue themselves reflect this duality. This case involves policyholders as owners and the regulation of that ownership relation by

another state's domestic insurer. California, in rejecting the application of Illinois law, would in fact be regulating an Illinois domestic insurer's corporate and financial affairs. California may take a different approach than Illinois as to the regulation of *California* domestic insurers' corporate and financial affairs. However, the members of the NAIC believe California should not impose its approach on an *Illinois* domestic insurer's corporate and financial affairs.

As to how and in what manner an insurer deals with policyholders, "a state may determine who may engage in the insurance business within its boundaries, and prescribe terms upon which insurance companies may be authorized to transact such business. 19 APPLEMAN, INSURANCE LAW AND PRACTICE § 10322, at 15-16 (1982), *citing Western & Southern Life Ins. v. State Bd. of Equalization* (1970) 4 Cal. App. 3d 21, 31, 84 Cal. Rptr. 88, 94.

Regulating what an insurer does with policyholders in a state derives from the state's police power. *See First Nat. Ben. Soc. v. Garrison* (S.D. Cal. 1945) 58 F. Supp. 972, *aff'd*, (8th Cir. 1945) 155 F.2d 522.[1] On the other hand, regulation by the state of the corporate and financial affairs of

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[1] This case dealt with the effects of *United States v. South-Eastern Underwriters Ass'n* (1944) 322 U.S. 533, 64 S. Ct. 1162, 88 L. Ed. 2d 1440 (holding that the business of insurance conducted across state lines is interstate commerce), but prior to the enactment of the McCarran-Ferguson Act (continuing the power of the states to tax and regulate the business of insurance despite its being interstate commerce). The affirming opinion simply stated, "Upon the authority of *Robertson v. California*, 66 S. Ct. 1160, the judgment of the District Court, 58 F. Supp. 972, is affirmed." 155 F.2d at 522.

domestic insurers derives as much from general corporate law (*see* Part III.A.1. of Memorandum in Support of State Farm's Motion To Dismiss) and the state's sovereignty governing the state's own creations, as it does from the police power. In *Relfe v. Rundle* (1881) 103 U.S. 222, 225, 26 L. Ed. 2d 337, the Supreme Court said:

> No state need allow the corporations of other states to do business within its jurisdiction unless it chooses, with perhaps the exception of commercial corporations; but, if it does, without limitation, express or implied, the corporation comes in as it has been created. Every corporation necessarily carries its charter wherever it goes, for that is the law of its existence. It may be restricted in the use of some of its powers while doing business away from its corporate home, but every person who deals with it everywhere is bound to take notice of the provisions which have been made in its charter for the management and control of its affairs both in life and after dissolution.

This was quoted in a case construing California law, which continued:

> It is true that the courts in California cannot control the internal affairs of any foreign corporation. Such matters are to be conducted in pursuance of and in compliance with the provisions of the charter of the foreign corporation, and the laws of the country where it was created; but in the management and method of its business affairs in California with the citizens and residents thereof, in the sale or disposition or transfer of the shares of stock, it must conform to the laws of California in relation to such matters, and is bound thereby.

London, Paris & American Bank, Ltd. v. Aronstein (9th Cir. 1902) 117 F. 601, 609.

In this case, the application of California contracts law would in effect require California to control the internal affairs of a foreign corporation. The *Aronstein* case dealt with the treatment of a single shareholder. Similarly, *Mission Ins. Group, Inc. v. Merco Construction Engineers, Inc.* (1983) 147 Cal. App. 3d 1059, 195 Cal. Rptr. 781,[2] dealt with a single policyholder. The distinguishing factor that separates this case from *Aronstein* and *Mission* is not that this case involves members versus shareholders, or life and auto insurance policies versus workers compensation. Rather, the distinguishing factor is that the remedy sought in this case goes beyond how a *single* policyholder or member is dealt with under California law. It could cause California, through court orders, to both control the internal affairs of an Illinois domestic corporation by applying California law and supplant the regulatory authority of Illinois over its domestic insurance companies.

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2 It should be noted that all of the insurers related to *Mission* became insolvent and were ordered into receivership within a few years of this decision. This may have been a very minor factor in relation to the subsequent insolvencies, but it probably did not help in efforts to prevent the insurers from weakening into insolvency. Often something like this can set off a chain reaction of events (*i.e.*, a downgrade by rating agencies leads to policyholders having to switch carriers which leads to liquidity problems for the insurer which leads to another downgrade, etc.).

The above can be summarized as follows: the difference between (a) regulating what an insurer does with policyholders and (b) regulating an insurer's corporate and financial affairs is the difference between regulating (a) the contract and (b) the company. The NAIC believes that California may regulate an Illinois insurer's *contracts* in California, but California should defer to Illinois law and Illinois' regulation of the *insurer itself* with regard to its corporate and financial affairs.

The structure of the policies at issue in this case itself recognizes this approach. The sentences concerning declarations of dividends are found only at the very last page in the policies, in a distinct and separate section on "Mutual Conditions" (which also recites that "membership fees" to join the mutual insurance company are "in addition to the premiums").

In the considered judgment of the membership of the NAIC, this section, since it concerns the governing rules and regulatory structure of the entity itself, must be construed in accordance with the law of the jurisdiction in which the entity was created and exists. Such an approach is what any member and policyholder of any mutual insurance company or society would reasonably expect. No reasonable person would expect the rules governing the internal operations of a corporation to change more than fifty times, depending upon the particular state or territory in which a lawsuit is filed. To construe the language of the policies otherwise invites chaos.

B. <u>States Regulate The Market To Protect Policyholders But Defer To The Insurer's State Of Domicile To Regulate The Corporate And Financial Affairs Of Its Insurers</u>

The entirety of insurance regulation over the last 130 years has developed along two tracks, one related to regulating the market – *i.e.*, the conduct of insurers and their contracts with policyholders – and the other related to financial and solvency regulation – *i.e.*, the insurer's corporate and financial affairs. (*See* AE-31 at 2129-39.) *See also* R. Kline, NATIONAL ASS'N OF INS. COMMISSIONERS, PRINCIPALS OF INSURANCE REGULATION – A REGULATOR'S INTRODUCTION TO THE INSURANCE INDUSTRY, ch. 8 (1999).) This is also reflected in the Standing Committee structure of the NAIC as set out in article VI of the Bylaws of the National Association of Insurance Commissioners, where there are, separately, the Market Conduct and Consumer Affairs (D) Committee and the Financial Condition (E) Committee. (*See* AE-31 at 2090.)

Generally, states recognize that other states must be allowed to regulate what each state's insurers do in the other states' markets. This is market regulation. Equally, states recognize that another state's insurers' corporate and financial affairs are regulated by that other state. This is financial and solvency regulation. Each state relies on the other states to effectively regulate the financial condition and solvency of those other states' insurers. California, through the Superior Court in this case, should

rely on Illinois to regulate the financial condition and solvency of its Illinois insurer.

California, in relying on Illinois to regulate the financial condition and solvency of Illinois' insurers, is relying on more than the resources of Illinois. The other states, working through the NAIC, provide an enormous amount of resources and assistance to Illinois (as well as every other state) in its regulation of the corporate and financial affairs of its domestic insurance companies. Over the last 130 years, the states have developed increasingly complex, efficient and comprehensive systems to regulate the corporate and financial affairs of insurers. The NAIC assists state insurance regulators in the oversight of corporate and financial affairs of insurers. It does so through technical manuals; databases and automated analytical systems; professional accounting, analytical, financial, information systems and legal staff; and education and training of states' financial examiners, analysts and other staff. In support of these products and services, significant budgetary resources are allocated by the NAIC at the direction of the states. (*See* AE-31 at 2141-72.)

There are dozens of organizations and thousands of professionals in these state-based systems. (*See* AE-31 at 2174-79.) All of these resources are coordinated toward the goals of ensuring "the reliability, solvency, and financial solidity of insurance institutions" through effective regulation of their corporate and financial affairs. It is both Illinois and these

enormously complex regulatory systems, developed over decades, that the Superior Court would be supplanting through the application of California contracts law.

C. A Mutual Insurer's Main Source Of Capital Is Its Accumulated Surplus, And Opening This To Attack May Threaten The Existence Of This Form Of Insurer – To The Detriment Of Policyholders

The primary source of capital for a mutual insurance company is its accumulated surplus. It therefore is of paramount importance that a mutual insurance company retain the ability to prevent depletion of that surplus, lest the company be forced out of existence to the detriment of *all* of the company's policyholders. If the ruling of the Superior Court is interpreted to mean that California contract law does not look to or incorporate Illinois governance law with regard to membership rights in a foreign mutual insurance company, the ruling of the Superior Court arguably strips State Farm of important legal safeguards intended to protect its discretionary decisions regarding its surplus.

In addition to the impact of the Superior Court's decision on State Farm, the implications of the Superior Court's decision beyond this case are far-reaching. Opening a mutual insurance company's surplus to attack – as the Superior Court has done in this case – may discourage other companies from organizing as mutual insurance companies and promotes the demutualization of those mutual insurance companies that already exist, all

to the detriment of present and future policyholders for whose benefit this form of insurance company exists.

In the chapter on Insurer Organizational Forms in R. Kline, NATIONAL ASS'N OF INS. COMMISSIONERS, PRINCIPALS OF INSURANCE REGULATION – A REGULATOR'S INTRODUCTION TO THE INSURANCE INDUSTRY, 5-4 (1999), the author discusses the nature of insurers of this form:

> [M]utual insurers are not motivated by profits but rather to serve their policyholder-members. This may be reflected in lessened incentives to incur risk in return for greater income, although growth may still be an important objective for some mutual insurers. On the other hand, mutual insurers have greater difficulty in raising capital to fund growth, and hence, must rely to a greater extent on accumulated surplus and income from new members to support growth. Scholars also believe that the managers of mutual insurers tend to exercise more discretion, which tends to favor long-term stability over greater risk.

The difficulty for mutual insurers to raise capital for growth, which in some markets impacts an insurer's financial strength and even its solvency, has lead to greatly increased activity in insurer demutualizations. *See*, *generally*, Thomas Mulhare, *Insuring Against Demutualization: Mutual Insurers Should Take Steps To Prevent Policyholders From Forcing A Demutualization That Could Threaten The Company's Long-Term Strategy And Survival*, BEST'S REVIEW, Nov. 2001; Matthias Rieker,

More Insurers Expected to Demutualize in Near Term, AMERICAN BANKER, Oct. 29, 2001; Fran Matso Lysiak, *Consumer Groups Air Concerns over Anthem's Demutualization*, BEST'S INSURANCE NEWS, Oct. 3, 2001. The Superior Court's decision to apply California contracts law in this case, if upheld and followed by other courts, will likely accelerate such demutualizations.

CONCLUSION

In the present case, the ruling of the Superior Court that California contracts law and not Illinois corporate law applies could be construed to mean that a California court can *de facto* take over the regulation and control the internal affairs of a foreign mutual insurance company without reference to that company's domestic state laws and regardless of the wishes and regulations of its domestic governmental regulator. This is not a result that was contemplated by the provisions in the polices at issue or by the mutual insurance company's members, and it clashes with the laws of California's sister states and the regulatory system intended by the McCarran-Ferguson Act.

The NAIC therefore respectfully requests that this Court grant State Farm's petition for a Writ of Mandate because of the potentially significant detrimental impact the rulings in this case may have on mutual insurance

company governance and solvency and the system of state insurance regulation.

DATED: July 24, 2003

Respectfully submitted,

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CERTIFICATE OF WORD COUNT

(California Rule of Court 14(c)(1))

I hereby certify that the text, including footnotes, of this *amicus curiae* brief consists of 3,958 words.

I have relied upon the word-count feature of the Microsoft Word™ computer program used to prepare this brief to determine this word count.

DATED: July 24, 2003

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