

BILL LOCKYER
Attorney General

State of California
DEPARTMENT OF JUSTICE



1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Telephone: 916/324-4404
Facsimile: 916/324-3033
Suc.Johnsrud@doj.ca.gov

March 30, 2004

Mr. Gregory Schmidt
Secretary of the Senate
State Capitol, Room 3044
Sacramento, CA 95814

Mr. E. Dotson Wilson
Chief Clerk of the Assembly
State Capitol, Room 3196
Sacramento, CA 95814

Re: Department of Justice Report to the Legislature
Pursuant to Insurance Code § 10139.5(e)

Dear Messrs. Schmidt and Wilson:

Enclosed, please find a copy of the Attorney General's report: *Impact of Prior Court Approval on the Transfer of Structured Settlement Payment Rights*, as mandated by Insurance Code section 10139.5(e). This report contains information about transfers of structured settlement rights and information about court approval of these transfers.

If you have any questions regarding this report, or if you would like additional information, please contact Ronald Reiter, Supervising Deputy Attorney General, Division of Public Rights, at (415) 703-5511.

Sincerely,

SUE JOHNSRUD, Director
Administrative Services Division

For **BILL LOCKYER**
Attorney General

Enclosure



**IMPACT OF PRIOR COURT APPROVAL
ON THE TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS**

Submitted to:

The California State Legislature Pursuant to Insurance Code §10139.5(e)

**Herschel T. Elkins, Senior Assistant Attorney General
Ronald A. Reiter, Supervising Deputy Attorney General**

By:

Cynthia Robinson, Associate Governmental Program Analyst

**Office of the Attorney General
Public Rights Division/Consumer Law Section
March 2004**

CONSUMER PROTECTION REFORMS AND THE TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS

Insurance Code Section 10139.5(c) requires the Attorney General (AG) to file a report with the Legislature by March 31, 2004 to assist in evaluating Insurance Code Section 10139.5, which requires prior court approval for the transfer of structured settlement payment rights.

The report is to include the following:

- (1) The number of petitions filed.
- (2) The number of petitions approved without change.
- (3) The number of petitions approved with changes and the general category of the changes requested.
- (4) The number of petitions rejected and the general categories for rejection.
- (5) The range of purchase prices, mean purchase price, median purchase price, mean effective interest rate and median effective interest rate.
- (6) The number of petitions in which the payee was represented by counsel, and if known, the amount of compensation paid to counsel by the transferee and the payee.

SUMMARY

The following figures are based on court orders received by the AG's office through December 31, 2003 for transfer agreements filed between January 2002 and September 2003. Based on average quarterly filings, the number of petitions filed during 2003 would total approximately 539.

	2002	2003
(1) Petitions filed	307	404
(2) Petitions Approved without Change	264	277
(3) Petitions Approved with Change	1	0
(4) Petitions Rejected	12	12
General Category of Rejection: Not in best interest of the seller		
(5) Range in Purchase Price	\$5,000-\$443,800	\$3,500-\$340,000
Mean Purchase Price	\$41,692	\$41,654
Median Purchase Price	\$25,113	\$27,000
Mean Effective Interest Rate	19.8%	19.2%
Median Effective Interest Rate	19.9%	19.3%
(6) Payees Known to be Represented by Counsel	8	38

The information provided was insufficient to determine the amount of compensation generally paid to counsel by the transferee and the payee.

BACKGROUND

Structured settlements are negotiated settlements of personal injury claims under which part of the compensation takes the form of deferred payments. Payments are normally funded through an annuity contract. Payments can include both recurring annuity-type payments and scheduled future lump-sum payments. Congress adopted specific tax rules in 1982 to encourage the use of structured settlements to resolve physical injury damage claims. These rules effectively provide that the earnings on funds set aside for the injured person would never be subject to tax.

Within the last ten years, companies that had specialized in purchasing deferred payment obligations, such as lottery winnings and life insurance policies, for a discounted lump-sum payment expanded their market to include structured settlements. For consumers, these transactions often involved heavily discounted lump sum payments from their future payment streams threatening their ability to pay for ongoing and future medical costs and living expenses.

In 1999, the Legislature enacted legislation to prohibit the transfer of structured settlement payment rights unless certain requirements were met. (Stats. 1999, ch. 742 [SB 491, (Johnston)].) These requirements included (1) requiring buyers (also referred to as "transferees") to provide a written disclosure to sellers of the terms of the buy-out at least ten days prior to the execution of the transfer agreement; (2) requiring buyers to file a copy of the transfer agreement with the AG's office, accompanied by a verified statement from the transferee that all statutory requirements have been met; (3) requiring the transfer be "fair and reasonable and in the best interest of the payee," and (4) prohibiting various provisions in those transfer agreements entered into by California residents, such as provisions allowing for brokerage fees to be deducted from the purchase price or requiring the seller to pay the buyer's attorneys' fees if the purchase agreement was not completed. (Ins. Code, §§10136, 10137, subd.(a), 10138, 10139.)

In 2001, Insurance Code Section 10139.5 was enacted to require court approval of structured settlement transfers. (Stats. 2001, ch. 624 [AB268 (Wayne)].) The statute, however, only became operative once court approval was required to avoid the imposition of an excise tax then being contemplated by Congress. (See Ins. Code, § 10139.5, subd. (a).) In December 2001, Congress passed legislation imposing a 40 percent excise tax on structured settlement transfers that have not been approved by a court. (26 U.S.C. §5891.) On January 23, 2002, the President signed the legislation triggering the implementation of the court approval provision in California,

STUDY METHOD

Information for this report was taken from petitions for court approval that purchasing companies filed with the AG. Beginning in January 2000, purchasers of structured settlements were required to file a copy of the transfer agreement with the AG.

Effective January 2002, purchasers of structured settlement payment rights have also been required to file with the AG information prior to the court hearing and following the court hearing. Prior to the court hearing, the companies must file the following:

- (1) A copy of the transferee's petition for approval.
- (2) A copy of the written disclosure statement.
- (3) A copy of the transfer agreement.
- (4) A copy of the annuity contract.
- (5) A copy of any qualified assignment agreement.
- (6) A copy of the underlying structured settlement agreement.
- (7) A copy of any order or approval of any court or responsible administrative authority authorizing or approving the structured settlement.
- (8) A copy and proof of notice to interested parties.
- (9) A verified statement from the transferee stating that all of the applicable conditions have been met.

After the court hearing, the purchasers were required to file a copy of the final court order and a written statement containing the following information:

- (1) Whether the payee was represented by an attorney and the costs paid or owed to that attorney by the transferee and, if known, by the payee.
- (2) The county and judicial district where the court approval was filed.
- (3) For approved agreements, whether any changes were made to the transfer agreement.
- (4) For rejected agreements, the general category for the rejection.
- (5) The total court costs and attorney's fees paid by the transferor to obtain court approval.
- (6) The purchase prices of the transfer agreement and its effective interest rate.

While the AG has received nearly 1,000 filings since the court approval requirement took effect on January 23, 2002, about 20 percent involved structured settlement transactions funded by an insurance contract issued or owned by an insurer domiciled in California in which the sellers (also referred to as "payees" or "transferors") were not California residents. The analysis for this report is based only upon information reported for transactions involving California residents as sellers.

The report uses data "as reported" by purchasing companies. In those cases where information reported in the petition for court approval varied from the information in the post-court hearing summaries, the data was revised based on correspondence with the purchasers or

their counsel regarding these discrepancies.

SIZE AND COMPOSITION OF THE MARKET

The size of the market and number of transactions has grown since filings were first submitted to the AG. The volume of structured settlement payment rights purchased was \$54 million in 2003, compared to \$16.7 million in 2000.¹ Prior to the enactment of the court approval requirement, the number of filings involving California residents as the "payee" or seller, averaged around 175 annually. After the enactment of the court approval requirement, the number of transactions increased to 539 in 2003 up from 307 in 2002.²

Table 1
Growth in Purchase of Structured Settlements
(in millions)

\$16.7 million in 2000
\$10.6 million in 2001
\$31.3 million in 2002
\$53.7 million in 2003

Twenty-one companies have participated in the purchase of structured settlement rights in California since 2002. Currently, two companies – 321 Henderson Receivables and Settlement Funding a/k/a/ Peachtree Settlement Funding – account for over 80 percent of all transactions for California residents.

In the years prior to the enactment of the state law, one in three transactions entered into by California residents were executed by J.G. Wentworth. In May 2002, J.G. Wentworth ceased filing petitions and a new entity with the same principals – 321 Henderson Receivables – began filing petitions. Currently, 321 Henderson Receivables purchases the majority of structured settlements among California sellers.

¹In this section, annual data for 2003 (i.e., the number of transactions and dollar amount) was projected for the entire year based on filings submitted to the AG between January 1, 2003 to September 30, 2003.

² The year of the transaction is based on the date the offer was accepted by the buyer.

Table 2
Percent of Transfers by Purchaser

PURCHASER	2000 - 2001 (n=351)	2002 (n=307)	2003 (n=539)
JG Wentworth	33.3%	32.6 %	0.0%
321 Henderson Receivables	0.0	25.7	52.7
Settlement Funding	15.4	20.5	25.5
Settlement Capital Corp	25.6	8.1	5.7
First Providian	1.4	3.9	5.2
Ovation	2.6	6.8	1.2
Singer Asset Finance	19.1	0.0	0.2
Other ¹	2.6	2.4	9.5

These few purchasing companies have not only dominated the market by number of transactions, but also by dollar amount of the annuities purchased. In 2003, three-quarters of the \$54 million in structured settlement payment rights purchased were acquired by two companies: 321 Henderson Receivables and Settlement Funding.

Table 3
Amount of Payment Rights Purchased
(in millions)

	2002	2003
Settlement Funding	\$ 9.1	\$ 27.5
J.G. Wentworth	7.4	12.5
321 Henderson Rec.	6.1	0.0
Settlement Capital Corp	2.3	3.1
First Providian	1.6	.3
Ovation	1.4	4.6
Strategic Capital	1.4	1.1
Structured Asset	1.3	1.1
Other	.2	3.5
Sum	\$31.3	\$53.7

¹ Other purchasers include R&P Capital Resources, Stone Street, Structured Asset Funding, FL Financial Group, Emerald Funding, Met Mortgage and Security Co., Woodbridge Sterling Co., Windsor-Thomas Group, Allstate Settlement Corporation, Annuity Transfers, Structured Settlement Investments, and private individuals.

FAIRNESS OF TRANSACTIONS

California law allows the courts to determine whether the transfer of the structured settlement payment rights is fair and reasonable and in the best interest of the payee, taking into account the welfare and support of the payee's dependents. (Ins. Code, §10138, subd.(a).) There are no regulatory guidelines. State and federal usury laws, for example, do not apply because the buy-outs are set up as purchases and not loans.

State law, however, requires that purchasers disclose certain information to sellers. This information includes an advisory that sellers should seek independent professional advice regarding the tax consequences of the transaction, the obligation of the purchaser to reimburse any counsel retained by the seller in connection with the petition for court approval of the transfer, and specific financial benchmarks for sellers to evaluate the compensation for their structured settlement payment rights. It is not uncommon, however, for the contracts and disclosure statements to be written in language exceeding a 12th grade reading level.⁴

Independent Professional Advice

The statute requires that the written disclosure to the seller include a statement that the payee should "obtain independent professional advice regarding any federal and state income tax consequences arising from the proposed transfer, and that the transferee may not refer the payee to any specific advisor for that purpose." (Ins. Code, §10136, subd.(a)(9).) The statute provides a list of criteria that licensed professional advisors must meet to qualify as providing independent professional advice.⁵

With few exceptions, all the purchasing companies met this disclosure requirement by including language in the mandated written disclosure statement advising sellers to seek independent advice. The statute does not require that sellers disclose the criteria for advisors to meet the "independent professional" standard. Most, but not all purchasers, collected information on whether the seller obtained independent professional advice. The majority of sellers waived their right to obtain such advice:

⁴ The reading ability level reflects a U.S. grade-school level for typical written disclosure statements based on the Flesch-Kincaid readability score calculated by the Microsoft Word, Microsoft Office 2000 Professional software.

⁵ Licensed professional advisors include attorneys, certified public accountants, actuaries, or other licensed professional advisers who (1) render advice concerning the legal, tax or financial implications of the transaction, (2) are not compensated based on whether the transfer is approved, and (3) are not referred to the payee by the transferee or its agent, except for referrals to a lawyer referral service operated by a local or state bar association. (Ins. Code, §10134, subd.(f).)

Reimbursement for Counsel Retained by Seller

The statute requires that purchasing companies disclose to sellers their "right to seek counsel" in connection with the petition and the obligation of the purchaser to pay up to \$1,500 in the seller's counsel's fees, regardless of whether the transfer agreement is approved. (Ins. Code §10139.5, subd.(c)(8).)

Purchasing companies included this disclosure in their petition, either as part of the written disclosure or in a separate document acknowledged by the seller.

It is unclear from the information submitted to the AG the extent to which sellers retained counsel in connection with the petition. The statute requires that purchasing companies file a post-court hearing summary with the AG stating whether the "payee was represented by an attorney." (Ins. Code, §10139.5, subd.(d)(1).) According to these post-court hearing summaries, only thirteen percent of sellers retained counsel in connection with a petition in 2003, up from 3 percent in 2002.

These figures may underestimate the utilization of counsel by sellers. Follow-up correspondence with purchasers indicated that there was no uniform collection of information on which sellers obtained independent professional advice from attorneys as opposed to other licensed professional advisors. Purchasers were only aware of sellers who retained counsel if the purchasers had received bills for payment. Purchasers' attorneys were only aware of sellers retaining counsel if the counsel was present at the hearing.

Financial Benchmarks

The statute obligates purchasers to disclose several financial benchmarks to sellers. These financial benchmarks include the discounted present value of the structured settlement payments; the "quotient," that is, the contract price as a percentage of the discounted present value (dpv); and an "effective equivalent interest rate" as if the transaction were a loan, the net amount advanced were the principal, and the structured settlement payments were installment payments applied first to accrued interest and then to principal. (Ins. Code, §10134, subd.(d).)

Sample Transaction: In August 2003, a seller who would have received \$357,800 in structured settlement payments through 2033, decided to sell \$203,492 of these payments. These payments had a discounted present value of \$161,392.10. The purchaser offered to buy these payments for \$77,200 (less \$2,200 in legal fees and costs) for a net amount paid to the seller of \$75,000. This net amount represents 46.47 percent of the present value of the payments and an effective equivalent interest rate of 17.18 percent.

Contract Price as a Percentage of the Discounted Present Value (Quotient)

The discounted present value is the amount that must be invested today at compound interest to reach the value of the payments being transferred in the future. The amount is comparable to the cost if one were to purchase an annuity today for the same structured settlement payments. The difference in price between the structured settlement payment stream and the discounted present value consists entirely of the difference in the time value of money.⁶

From the time period when filings were first submitted to the AG in 2000 through 2003, the average contract price purchasers have paid has equaled 56 percent of the discounted present value of the structured settlement payment rights being transferred.⁷ In 2003, the arithmetic average, 54 percent, was slightly less than the median value of 55 percent, indicating there was a slightly greater number of buy-outs below the median value than above (Table 4).⁸

Table 4
Contract Price as a Percent of Present Value

	Mean	Median
2000	59.9%	59.9%
2001	55.1	55.1
2002	54.3	55.3
2003	54.0	55.1

While the spread in the prevailing pay-out among the major purchasers is less than 12 percent (Table 5), the spread in pay outs within the purchasing companies has a much greater variation (Table 6). For example, one individual sold a lump sum payment of \$50,000 due in 2009, with an estimated current value of \$26,003.65 to 321 Henderson Receivables for \$3,500. This quotient, 13.5 percent, was the lowest payment relative to estimated current value made in 2003. By comparison, another individual sold a lump sum payment of \$100,000 due in 2004, with an

⁶ The formula for present discounted value is: future value/(1+r)/number of years away. By statute, the interest factor (r) must be the federal rate published by the Internal Revenue Service for purposes of valuing annuities. (Ins. Code, §10134, subd.(c).)

⁷ The contract price is the amount of the payment by the purchaser (net of any fees deducted by the purchaser) as identified in the court filings. In those instances where purchasers produced an inaccurate net purchase price (e.g., either failing to subtract fees or by including the payoff of seller's debts unrelated to the transaction), the net was recalculated in a manner similar to other petitions.

⁸ The median is a measure of central tendency being the value which is less than the value in 50% of the cases and greater than the value in 50% of the cases.

estimated current value of \$95,726.76 to 321 Henderson Receivables for \$80,000. This quotient, 83.6 percent, was the highest payment relative to estimated current value made in 2003.

Table 5
Average Contract Prices as a Percent of Present Value
(by Purchaser)

	2002	2003
	Mean (Median)	Mean (Median)
JG Wentworth	52.9% (54.6)	NA
321 Henderson Rec.	57.3 (58.0)	57.0 (59.5)
Settlement Funding	52.9 (52.4)	45.8 (46.4)
Settlement Capital Corp	53.1 (51.1)	47.8 (52.6)

Table 6
Minimum and Maximum Contract Prices
as a Percent of Present Value
(by Purchaser)

	2002	2003
	Min. - Max	Min. (Max)
JG Wentworth	17.6 - 80.0	NA
321 Henderson Rec.	23.5 - 90.0	13.5 - 83.6
Settlement Funding	26.4 - 81.5	14.2 - 72.8
Settlement Capital Corp	30.0 - 84.3	17.2 - 75.8

Effective-Equivalent Interest Rate

Effective-equivalent interest rates provide a benchmark for sellers that is more familiar to consumers. If the transfer of structured settlement payment rights were treated as a loan, the effective-equivalent interest rates did not fall below 19 percent in the last four years. In comparison, alternative sources of credit, including prevailing market interest rates, declined during the same time period (Table 7).

Table 7
Effective-Equivalent Interest Rates
Compared to Alternative Sources of Credit

	2000	2001	2002	2003
Effective-Equivalent Int. Rates				
(mean)	19.5%	20.9%	19.8%	19.2%
(median)	19.8	20.1	19.9	19.3
Prime rate ⁹	9.23	6.91	4.67	4.12
30-year conventional mortgage ¹⁰	8.06	6.97	6.54	5.82
Credit Cards ¹¹	15	15	12	12

COURT APPROVAL PROCESS

Of the 711 transactions entered into between January 2002 and September 2003, a majority of petitions for approval of transfers were filed in just six counties: Los Angeles (18.6), San Bernardino (9.2 percent), San Diego (7.8 percent), Riverside (6.8 percent), Sacramento (6.1 percent) and Orange (5.1 percent) [see Appendix 1].

The courts have infrequently declined approval in these transactions. The majority of petitions (86 percent) were approved, a small percentage of petitions (10 percent) were withdrawn before the court hearing date, and just under 4 percent of the petitions were denied.¹²

⁹ (www.federalreserve.gov/releases/h15/data/a/prime.txt (as of 2/23/2004).)

¹⁰ (www.federalreserve.gov/releases/h15/data/a/cm.txt (as of 2/23/2004).)

¹¹ *Annual Credit Card Survey 2000-2001, 2001-2002* (Spring 2003). Consumer Action, San Francisco, California at (www.consumer-action.org/English/CA_News/2003_March_CreditCard/; [consumer-action.org/English/CANews/2002\)March_CreditCard/](http://consumer-action.org/English/CANews/2002)March_CreditCard/); www.consumer-action.org/English/CANews/2001_March_CreditCard/index.php [as of 12/17/2003].)

¹² Based on final court orders filed with the AG by December 31, 2003 for petitions filed since enactment through September 30, 2003.

Table 8
Decisions on Petitions
Jan. 2002 - Sept. 2003

	2002	2003	2002+2003
<u>Court Order</u>			
Approved	264 (87.4%)	277 (84.2%)	541 (85.6%)
Approved w/change	1 (0.3)	0	1 (0.2)
Withdrawn	25 (8.3)	40 (12.2)	66 (10.1)
Denied	12 (4.0)	12 (3.7)	24 (3.8)
Total	302	329	632

Since 2002, all but one of the petitions approved have been approved without change by the court. In one petition, the judge ordered that the expense deduction be limited to \$1,719, which equaled the sum of the legal fee, petition filing fee and hearing fee rather than the \$2,000 itemized in the disclosure statement for legal expenses.

Of the cases where the petitions were denied, the major reason given by the judge in the notice of ruling was that the transaction was not in the best interest of the seller or there was insufficient evidence to determine whether the transfer was in the best interest of the seller. Other reasons for court denial included inadequate disclosure to beneficiaries, concern regarding the mental instability of a seller, concern regarding child support obligations, anti-assignment clauses in the annuity contract, and concern that the transaction was "neither fair nor reasonable" and constituted an "illegal usurious loan."

In about one-third of the approved petitions, a stipulation had been entered into between the purchaser and annuity owner and issuer prior to the court hearing. Typically, these stipulations indemnified these annuity owners and issuers from any liability arising out of the transfer, including liability stemming from anti-assignment language in the original settlement agreement. Of those court orders with stipulations, a small number (15 percent) required the purchaser to reimburse the annuity issuer an administrative fee of \$500.

Compensation Paid to Counsel

Costs deducted for legal services varied by company. The statute requires purchasers to report costs and attorney's fees paid by the "transferor" or seller to obtain court approval. (Ins. Code, §10139.5, subd.(d)(5).) The statute does not require purchasers to report costs and attorney's fees they paid to prepare the petitions for court approval. Purchasers which deducted their legal expenses from the purchase price, such as Settlement Funding or Settlement Capital

Corporation, typically deducted between \$2,000-2,500 for legal fees and court costs.¹³ No information is available to AG staff about legal expenses for those purchasers that did not deduct legal expenses from the purchase price (e.g., JG Wentworth and 321 Henderson Receivables).

As noted previously, AG staff is unable to report legal fee amounts for those petitions where sellers retained independent counsel. Although a reimbursement of \$1,500 was allowed for counsel retained by sellers, few post-court hearing summaries reported these expenses.

CONCLUSION

Twenty-one companies have filed petitions for the transfer of structured settlement payment rights since enactment of the court approval requirement. The sums transferred have reached \$54 million annually. Two companies — 321 Henderson and Settlement Punding — dominate the market accounting for \$40 million of the dollars transferred and 78 percent of the transactions.

Purchasers have acquired these payment rights at prices that, on average, equal about half of their worth according to the formula for computing the present discount value. However, the prices offered individual sellers varied considerably, from less than 15 percent to more than 80 percent of the discounted present value. If these prices were converted into effective-equivalent interest rates, the rates averaged about 19 percent throughout the four-year period. During this same time period, other forms of consumer credit showed a decline by at least 2 percent.

While the Legislature sought to protect unwary sellers by requiring written disclosures encouraging them to seek professional independent advice and offering reimbursement to attorneys retained by sellers, the disclosures were written at a high level of reading difficulty and, apparently, only a small minority of sellers obtained independent advice or retained counsel.

The majority of petitions (86 percent) have been approved by the court. Ten percent have been withdrawn before a court determination and less than 4 percent of the petitions have been denied. The most common reason for denial has been that the transaction was not in the best interest of the seller. In about one-third of the approved transfers, annuity owners and issuers have entered into a stipulation releasing them from any liability, including liability arising from anti-assignment language in the original contracts.

¹³ In some cases, the post court hearing summaries indicated a slightly lesser amount for legal fees and costs, however, there was no provision in the contract that the seller would get a refund for the difference so the figures used in this report are the amounts deducted in the transfer agreement.

Appendix 1
 Petitions Filed by County
 January 2002 - September 2003

	Number	Percent
Alameda	26	3.7
Amador	3	.4
Butte	10	1.4
Calaveras	4	.8
Contra Costa	16	2.3
El Dorado	2	.3
Fresno	23	3.2
Glenn	1	.1
Humboldt	3	.4
Imperial	5	.7
Kern	32	4.5
Lake	2	.3
Lassen	2	.3
Los Angeles	133	18.7
Madara	4	.6
Marin	2	.3
Mendocino	3	.4
Merced	11	1.5
Modoc	1	.1
Monterey	4	.6
Napa	2	.3
Nevada	3	.4
Orange	36	5.1
Placer	10	1.4
Riverside	49	6.9
Sacramento	43	6.0
San Benito	1	.1
San Bernardino	65	9.1
San Diego	55	7.7
San Francisco	11	1.5
San Joaquin	28	3.4
San Luis Obispo	8	.8
San Mateo	10	1.4
Santa Barbara	4	.6
Santa Clara	13	1.8
Santa Cruz	2	.3
Shasta	6	1.3
Siskiyou	1	.1
Solano	17	2.4
Sonoma	5	.7
Stanislaus	11	1.5
Sutter	3	.4
Tulare	10	1.4
Tuolumne	10	1.4
Ventura	18	2.5
Yolo	5	.7
Yuba	1	.1
Total	711	