

MIKE WINSOR

Office of the Commissioner of Securities and
Insurance, Montana State Auditor (CSI)
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Helena, Montana 59601
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Attorney for the CSI

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR**

IN THE MATTER OF:

UNITED NATIONAL WORKFORCE ASSOCIATION,
INC. a.k.a. UNITED GROUP PROGRAMS, INC.;
OPTI-MED PLAN; C. MURPHY LEOPOLD, EDWARD
DEMMING, ROBERT D. EDELHEIT, JONATHAN
EDELHEIT, MARC ALAN EDELHEIT, TERESA
COHEN, ALLEN D. STERN, individually and in their
capacities as officers, directors or agents of the
foregoing entities;

NEW HEALTH CARE MANAGEMENT GROUP, INC.
d.b.a. FAMILY SECURITY COUNCIL, INC., d.b.a.
ADOVA HEALTH, d.b.a. DESIGN SAVERS PLAN;
VENTURE SUPPORT GROUP; KATZ/BYARS
INSURANCE SERVICES, INC.; FEDERAL
CHAMBER OF COMMERCE; JOHN BYARS,
ARNOLD H. KATZ, IRA GOTTLIEB,
WILLIAM BYARS, KEVIN KIRBAS,
MICHAEL FAYARD, STEVE KELLEY,
CURTIS G. MOORE, SHELTON TUCKER;
ROBERT E. BYRNE, individually and in their capacities
as officers, directors or agents of the foregoing entities;

CONSUMER ALLIANCE USA,
MARK KUHL, SCOTT INTRAVIA,
CAMERON STRONG, MICHAEL SACKETT,
individually and in their capacities as officers, directors or
agents of the foregoing entity;

XYZ BUSINESS ENTITIES 1-25 and
JANE or JOHN DOES 1-25,

Respondents.

CASE NO. INS-2006-71

**FINAL AGENCY DECISION
BY DEFAULT**

The Office of the Commissioner of Securities and Insurance, Montana State Auditor, Department of Insurance (CSI), by and through counsel, has moved that final agency decision by default be entered against Respondents New Health Care Management Group, Inc.; Family Security Council, Inc.; United National Workforce Inc.; Adova Health; John Byars; William Byars; Kevin Kirbas; Steve Kelly; Curtis G. Moore; Katz/Byars (KBIS) Insurance Services, Inc.; Venture Support Group; Federal Chamber of Commerce; and Arnold Katz (Default Respondents) for failure to appear or otherwise defend in the above-entitled case. All other Respondents have previously entered into consent agreements with the CSI in order to resolve the allegations contained in the Notice and Order.

A Notice of Proposed Agency Action and Opportunity for Hearing (Notice) was issued on May 29, 2009. A Temporary Cease and Desist Order and Opportunity for Hearing (Order) was issued on May 29, 2008. Service was made on the Default Respondents by certified mail, pursuant to Mont. Code Ann. § 33-1-314.

The CSI served a Rule 10 Notice on Larry James White, Esq., and Default Respondents. Larry James White, Esq., filed a Response to the Rule 10 Notice to Larry James White, Esq., and Default Respondents dated September 3, 2010, by providing John Byars' and William Byars' contact information. Further, Larry James White, Esq., filed a Notice of Withdraw as Counsel for Respondents John Byars, William Byars, United National Workforce, Inc./ Stephan Rogers, New Healthcare Management Group, Inc./Stephan Rogers, Family Security Council, Inc./Stephan Rogers, dated September 16, 2010. More than 20 days have passed since the Rule 10 Notice, and Respondents John Byars, William Byars, United National Workforce, Inc./

Stephan Rogers, New Healthcare Management Group, Inc./Stephan Rogers, Family Security Council, Inc./Stephan Rogers have not appeared.

No response or request for hearing, either verbal or written, was received from Default Respondents by the CSI within 15 days of receipt of the Notice and Order, the amount of time fixed to request a hearing on the matters.

Default was entered as against the Default Respondents on April 14, 2011, by the Hearing Examiner, Michael J. Rieley, appointed herein. The Notice and Order, incorporated herein by reference, alleged that the Default Respondents, in concert with the other Respondents, committed multiple violations of the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et seq.

The Commissioner of Securities and Insurance, Montana State Auditor (Commissioner) may fine the Default Respondents up to \$25,000 per each violation of the Code, in addition to other penalties. Staff of the Insurance Department has asserted that a fine of \$25,000 is appropriate and should be imposed, jointly and severally, upon the Default Respondents. An Affidavit supporting this request is attached.

Having considered the evidence and exhibits the Commissioner makes the following determinations:

FINDINGS OF FACT

1. Respondent United National Workforce Association, Inc. (UNWA), was a corporation that contracted with insurance companies to provide health insurance to its members which it bundled with discount card products in the Family Security Council (FSC), Design Savers Plan (DSP), and Adova Health plans, and then sold to individuals in Montana and nationally. The

consumers were told that they became members of the UNWA association as a result of purchasing the insurance coverage.

2. UNWA is or was registered as a Georgia domestic nonprofit corporation. Previously, UNWA was registered as a Georgia domestic for-profit corporation under the name of United Group Programs, Inc. (UGP), but it amended its articles of incorporation on May 12, 2004, to become a nonprofit corporation, ostensibly for the purpose of purchasing association group insurance coverage. UGP was incorporated in Georgia on July 13, 1989.

3. About ten years earlier, on March 16, 1979, UGP was incorporated in the state of Florida as a domestic for-profit corporation.

4. UGP and UNWA acted, in whole or in part, as both insurer and as administrator for FSC, DSP, and Adova Health members from approximately March of 2006, to April of 2007. Before March of 2006, and after April 2007, DSP, FSC, and Adova appear to have acted as their own administrators *in tandem* with other persons or entities named herein.

5. Neither UGP nor UNWA had a certificate of authority to transact insurance in Montana or certificate of registration for soliciting or selling medical care discount cards in Montana. At all relevant times UGP and/or UNWA acted as medical care discount card suppliers. UGP/UNWA was a *de facto* insurer involving coverages that were promised in membership materials but were either never provided or were not continuously provided by licensed insurers.

6. UGP did not have a certificate of registration as a TPA in Montana, but filed an application with the CSI for an administrator's license on or about March 19, 2007.

7. While UGP's application for an administrator's license was pending in Montana, on December 18, 2007, the Office of the Insurance Commissioner in the state of Washington ordered the Respondents, or some of them, to cease and desist the unauthorized transaction of insurance in that state. Later, the CSI denied UGP's application for an administrator's license on the basis of the action taken against the Respondents in the state of Washington. In UGP's Income Statement submitted to the CSI with its application for an administrator's license, it listed UNWA and Adova as assets.

8. UNWA had marketing agreements with New Health Care Management Group, Inc., (NHCMG), Family Security Council Inc., (FSC), and Adova Health. UNWA existed primarily for the purpose of purchasing group insurance and marketing the benefits to individuals together with membership in the association. It would appear, at some or all of the time material hereto, the Adova Health plan did not provide the coverage it offered. Rather, it appears that UGP d/b/a UNWA may have assumed the risk.

9. At all times material hereto, NHCMG had a marketing agreement with UNWA to sell the association group products. It appears that NHCMG is the organization that marketed and managed the telephone solicitors or enrollers for the association group products. There is no indication that NHCMG was utilizing licensed producers to sell subject products. Additionally, there is no indication that NHCMG has a producer agency license in Montana.

10. At all times material hereto, NHCMG marketed and sold UNWA's bundled insurance/discount card products in Montana doing business as FSC, Adova Health, and DSP. At all relevant times, NHCMG acted as a medical care discount card supplier/enroller. NHCMG is not a registered medical care discount card supplier.

11. Respondent NHCMG is or was a for-profit corporation incorporated in the state of South Carolina and registered in the state of Georgia as a foreign for-profit corporation. NHCMG's principal office address is listed by the Georgia Secretary of State as 2839 Paces Ferry Rd., Atlanta, GA, 30339.

12. At material times, Respondent John Byars was listed as the CEO and the CFO of NHCMG. Respondent Will Byars was listed as the Secretary of NHCMG. Formerly, Respondents Kevin Kirbas was listed as CFO of NHCMG.

13. Respondent Arnold Katz (Katz) is, or was, a licensed producer in California and sold Respondents' products through Katz-Byars Insurance Services (KBIS), in San Diego. Katz did not have a producer license for the state of Montana. KBIS did not have an agency license for the state of Montana. KBIS, in addition to NHCMG, had a marketing agreement with UNWA to sell the products at issue in this matter.

14. Venture Support Group, owned by Katz, was the entity, or one of the entities, used for directly withdrawing monies from bank accounts of people who were sold Respondents' products.

15. FSC Inc., is, or was, a Georgia domestic for-profit corporation. FSC, a medical care discount card supplier, styles itself as a provider access organization that arranges for its members to receive discounts on medical, dental, vision, chiropractic, pharmaceutical services, and access to association group supplemental accident medical and accident disability plans. FSC did not have a certificate of registration as a medical care discount card provider in Montana.

16. The Adova Health plan, Design Savers Plan, and the FSC were medical care discount card plans that purported to grant for consideration a discount or access to a discount in a

medical care related purchase from a health care provider but also contained a "fixed medical payment" benefit insurance segment and other purported coverage including, but not limited to vision, pharmaceutical, dental, chiropractic, and prepaid legal.

17. Adova Health and DSP were also owned by John Byars and Arnold Katz.

18. Katz's company, Federal Chamber of Commerce, marketed products that were similar to the FSC, DSP and Adova products.

19. At all times material hereto, Respondents were affiliated persons and/or entities who unlawfully offered for sale medical care discount cards, and unlawfully transacted the unauthorized business of insurance, or aided and assisted in those regards.

20. Beginning on or about November 1, 2005, and continuing thereafter, Respondents solicited and sold, or aided in the solicitation and sale of health insurance bundled with medical care discount card products in the state of Montana without holding certificates of authority and registration to the detriment of at least 202 Montana residents.

21. None of the Respondents named herein obtained a certificate of authority to transact the business of insurance, a certificate of registration to offer or sell medical discount cards, or a certificate of registration to act as third party administrators in the state of Montana.

22. At all times material hereto, the Respondents marketed their products using mass marketing techniques including the internet and telephone solicitors.

23. On July 12, 2006, CSI Investigator, Julie Gunlock (Gunlock), called Adova Health and was offered three kinds of insurance under its group plan: the family package (employee, spouse and child/ren); the individual plus one package (employee plus a spouse, parent or child); and the individual package.

24. Gunlock called and spoke with a man at Adova Health who identified himself as Steve Kelley, and offered to sell her insurance. Kelley did not deny that the products were insurance and made no effort to clarify whether it was a discount plan. Although Gunlock identified herself as a Montana citizen, Kelley continued to attempt to sell Gunlock bundled insurance with medical care discount card products.

25. On July 13, 2006, Gunlock called Steve Kelley to request a benefit booklet. Kelley informed her that she would not be able to get additional information from Adova Health until she signed up and paid a \$100 non-refundable set-up fee electronically. Kelley also informed Gunlock that Adova Health only accepts payment electronically via debit card, credit card, or electronic check.

26. In soliciting Gunlock, Kelley used terms and phrases commonly associated with insurance products that could lead consumers to believe that the medical discount card offered was composed of one or more insurance products, or that it was a substitute for insurance.

27. Respondents led Montana consumers to believe they were purchasing standard health insurance coverage rather than a medical care discount card bundled with limited benefit insurance products.

28. Subsequently, several consumer complaints were filed with the CSI.

29. During the course of soliciting the sale of medical discount cards and insurance, Respondents intentionally, or recklessly, misrepresented material facts relating to their ability to lawfully transact insurance and medical care discount card products in Montana and the coverages purported to be provided by their products with the intention of inducing Montana consumers to rely on those representations to their detriment, or accepted premium and other money knowing that coverage would not be provided.

30. Respondents solicited the sale of medical care discount card products when there were no participating medical providers available in the area of the Montana consumers who were solicited.

31. An enroller working as an agent and under the direction of one or more of the Respondents induced T.W., to drop his major medical insurance policy and purchase the Adova Health product by representing to T.W., that the Adova Health product was as good or better than T.W.'s major medical insurance policy. T.W., was involved in an automobile accident for which he believed he was covered by Respondents and suffered financial loss as a result of Respondents' refusal to pay his medical expenses as promised. T.W.'s effective date of membership was August 1, 2006.

32. K. W., was sold the Adova Health product by Curtis G. Moore, who led her to believe that her pregnancy would be covered by the plan. Subsequently, K.W., experienced a high risk pregnancy for which she believed she was covered by Respondents. She suffered financial loss for medical expenses as a result of Respondents' refusal to pay her medical expenses after Respondents so agreed. K.W.'s effective date of membership was April 15, 2006.

33. B.L., was sold the Adova Health product and paid \$328 monthly for eighteen months for a total of \$5,904.00. B.L., made claims totaling around \$24,000.00, none of which were paid by Respondents. B.L., was forced to refinance B.L.'s home in order to pay medical bills. B.L.'s effective date of membership was November 1, 2005.

34. On November 28, 2006, as a result of the CSI's investigation, Respondent John Byars purported to the CSI to have caused a cessation of solicitations in Montana, cancellation

of all Montana memberships and full refunds of all monies paid to all of the Montana citizens who purchased the Adova Health product.

35. Later, the CSI discovered evidence that the memberships of Montana citizens, if cancelled, were not cancelled until March 31, 2007. Still later it was determined that only some Montana citizens received refunds, or partial refunds, and that claims were not paid.

36. Previously in October of 2007, CSI Investigator Bryan Stanley (Stanley) was investigating Consumer Alliance USA (CAUSA), (a former Respondent herein) and discovered a link to adovahealth.com on the CAUSA website. In January of 2008, Stanley researched the registration information for the website adovahealth.com and found that Venture Support Group was listed as the registrant and Katz as the administrative and technical contacts.

37. Also in January 2008, a consumer who had purchased the Adova Health Plan called and reported to the CSI that she had attempted to contact Adova Health and was told that Adova Health had changed its name to CAUSA.

38. CAUSA, formerly known as World Wide Web Users Association, is a Missouri nonprofit domestic corporation. CAUSA was incorporated on March 31, 2000.

39. In CAUSA's 2007 Annual Registration Report filed with the Missouri Secretary of State, it listed its principal place of business as 7 East Gregory Blvd., Kansas City, Missouri.

40. Investigator Stanley researched CAUSA's website, causahealth.com, and found that NHCMG at 2814 Spring Road, Ste. 122 in Atlanta, Georgia, was listed as the registrant. William Byars was listed as both the administrative and technical contact at the same address.

41. Stanley contacted and interviewed Scott Intravia (a former Respondent herein) by telephone. In the interview Intravia told Stanley that he had been approached in July of 2007, by

John Byars, of NHCMG, who proposed to Intravia that he offer memberships in CAUSA to members of UNWA, because UNWA members were losing coverage due to problems with the plan. Said members, according to Intravia, consisted of members from FSC, DSP and possibly Adova.

42. Intravia informed Stanley that John Byars received compensation as a result of the relationship between Byars and CAUSA.

43. Intravia admitted that he was familiar with Venture Support Group and Arnie Katz, and that Venture Support Group provided billing functions for Respondents, and had done so for CAUSA.

44. Stanley researched CAUSA websites, causabenefits.com, and causaadvantage.com, and discovered that the web sites appeared virtually identical to the old Adova Health website. Stanley was also able to determine that both websites were registered by Venture Support Group with Arnie Katz identified as both the administrative and technical contact.

45. Both websites show that CAUSA was soliciting memberships in Montana.

46. Based upon the foregoing it would appear that the "membership" of UNWA was simply shifted into the new "association group" CAUSA.

CONCLUSIONS OF LAW

1. The CSI has jurisdiction over this matter. Mont. Code Ann. § 33-1-311.

2. Pursuant to Mont. Code Ann. § 33-1-102(1), a person or entity may not transact a business of insurance in Montana or a business relative to a subject resident, located, or to be performed in Montana without complying with the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et seq.

3. Pursuant to Mont. Code Ann. § 33-1-201(5), insurance is defined as a contract whereby one undertakes to indemnify another, or pay, or provide a specified or determinable amount or benefit upon determinable contingencies.

4. Pursuant to Mont. Code Ann. § 33-1-201(6), an insurer includes every person or entity engaged as an indemnitor, surety, or contractor in the business of entering into contracts of insurance.

5. "Person" includes an individual, insurer, company, association, organization, Lloyd's, society, reciprocal or interinsurance exchange, partnership, syndicate, business trust, corporation, or any other legal entity. Mont. Code Ann. § 33-1-202.

6. Some of the products sold by Respondents constitute insurance in that the products purport to indemnify participants/members, or pay a specified or determinable amount or benefit upon determinable contingencies. Mont. Code Ann. § 33-1-201(5). Additionally, Respondent NHCMG and its officers, directors, or agents acted or are acting as insurers by engaging in these programs without proper authority and without providing the promised coverage. Mont. Code Ann. § 33-1-201(6).

7. The fixed medical payments benefit and other purported coverages in the Adova Health, Design Savers, and FSC plans meet the definition of insurance as per Mont. Code Ann. § 33-1-201(5)(a).

8. "No person or entity shall act as an insurer and/or transact insurance in Montana except as authorized by a certificate of authority issued by the Commissioner." Mont. Code Ann. § 33-2-101. "[T]ransact," with respect to insurance, includes any of the following: (a) solicitation and inducement; (b) preliminary negotiations; (c) effectuation of a contract of

insurance; or (d) transaction of matters subsequent to effectuation of the contract of insurance and arising out of it. Mont. Code Ann. § 33-1-201. By transacting insurance in Montana without a certificate of authority, the Respondent NHCMG and its officers, directors, or agents have committed multiple violations of Mont. Code Ann. § 33-2-101.

9. By acting as insurance producers or adjusters without a licence, NHCMG, KBIS, FSC, Adova Health solicitors including but not limited to Steve Kelley and Curtis G. Moore have violated Mont. Code Ann. § 33-17-1004. According to this section, a person who, in this state, acts as an insurance producer or adjuster without having authority to do so by virtue of a license issued and in force pursuant to this chapter is subject to the provisions of Mont. Code Ann. §§ 33-1-317 and 33-1-318.

10. By representing or aiding an unauthorized insurer, Respondents committed multiple violations of Mont. Code Ann. § 33-2-104.

11. “[A] person commits the act of insurance, medical care discount card, or pharmacy discount card fraud, when in the course of offering or selling insurance, a medical discount card, or a pharmacy discount card, the person misrepresents a material fact, known to the person to be untrue or made with reckless indifference as to whether it is true, with the intention of causing another person to rely upon the misrepresentation to that relying person’s detriment.” Mont. Code Ann. § 33-1-1302.

12. Respondents acting in concert and in furtherance of a conspiracy committed multiple violations of Mont. Code Ann. § 33-1-1302, by representing that the offered products provided coverage which was not provided. Respondents made these representations knowing that they

were untrue, or with reckless indifference as to the truth of the representations with the intention of causing consumers to rely on the misrepresentation to the consumer's detriment.

13. Pursuant to Mont. Code Ann. § 33-1-1202(4), a person commits the act of insurance fraud when the person accepts premium money knowing that coverage will not be provided. Respondents violated Mont. Code Ann. § 33-1-1202(4) by representing that their products provided coverage which was not provided.

14. Pursuant to Mont. Code Ann. § 33-38-105, a medical care discount card supplier may not market, promote, sell, or distribute a medical care discount card in this state unless the supplier holds a certificate of registration, as a supplier, issued by the commissioner.

15. "Medical care discount card" means a paper or plastic device or other mechanism, arrangement, account, or other device that does not constitute insurance, as defined in § 33-1-201, that purports to grant, for consideration, a discount or access to a discount in a medical care-related purchase from a health care provider. Mont. Code Ann. § 33-38-102.

16. "Medical care discount card supplier" means a person engaged in selling or furnishing, either as principal or agent, for consideration, one or more medical care discount cards to another person or persons. Mont. Code Ann. § 33-38-102.

17. Respondents were medical discount card suppliers who committed multiple violations of Mont. Code Ann. § 33-38-105 by marketing or promoting a medical card discount plan in the State of Montana without first having applied for and received a certificate of registration.

18. Respondents, acting in concert and pursuant to a conspiracy, violated Mont. Code Ann. § 33-38-103, by using terms or phrases commonly associated with insurance products that

could lead a prospective purchaser or user of a medical care discount card to believe that the card being offered is composed of one or more insurance products, or is a substitute for insurance, despite disclaimers to the contrary by the medical care discount card supplier, or enroller.

19. An enroller working as an agent and under the direction of one or more of the Respondents violated Mont. Code Ann. § 33-18-204, by making oral statements and misrepresenting comparisons to T.W., that the benefits contained in the Adova Health product were as good, or superior, to those contained in his major medical insurance policy for the purpose of inducing or attempting or tending to induce T.W., to lapse, forfeit, or surrender T.W.'s insurance policy and purchase the Adova Health product.

20. The Respondent business organizations, named above, together with their officers, directors and agents entered into a conspiracy with the purpose of marketing and selling an unlicensed and unlawful limited health insurance benefit bundled with discount products. The said Respondents entered into affiliation agreements with solicitors who unlawfully marketed and fraudulently misrepresented the products on Internet websites and through telephone solicitors resulting in damages to Montana consumers.

ORDER

Based upon the foregoing, the Default Respondents: New Healthcare Management Group, Inc.; Family Security Council Inc.; United National Workforce Inc.; Adova Health; John Byars; William Byars; Kevin Kirbas; Steve Kelley; Curtis G. Moore; Katz Byars Insurance Services Inc.; Venture Support Group; Federal Chamber of Commerce; and Arnold Katz are hereby ORDERED, jointly and severally, to pay a fine in the amount of Twenty-Five Thousand Dollars (\$25,000) to the State of Montana within thirty (30) days of the entry of this Order, and to permanently cease and desist from transacting the business of Insurance in Montana.

DATED this 13 day of June, 2012.

MONICA J. LINDEEN
Commissioner of Securities and Insurance,
Montana State Auditor

By: 
CHRISTINE KAUFFMAN
Acting Deputy Insurance Commissioner

CERTIFICATE OF SERVICE

I certify that this 14 day of June, 2012, a true and correct copy of the foregoing

Request for Entry of Default was served on the following by U.S. mail with postage prepaid at the following addresses:

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