Jeffrey A. LeVee (State Bar No. 125863)
John Sasaki (State Bar No. 202161)
Sean W. Jaquez (State Bar No. 223132)
JONES DAY
555 West Fifth Street, Suite 4600
Los Angeles, CA 90013-1025
Telephone: (213) 489-3939
Facsimile: (213) 243-2539

Attorneys for Defendant, Cross-Complainant and Cross-Defendant INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VERISIGN, INC., a Delaware corporation,

Plaintiff,

v.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a California corporation; DOES 1-50,

Defendant.

and related cross-complaints.

CASE NO. BC320763

Assigned for all purposes to Judge Rolf M. Treu

ICANN'S REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO STAY LITIGATION PENDING ARBITRATION

Date: January 18, 2005
Time: 8:30 a.m.
Dept.: 58

Complaint filed: Aug. 27, 2004
ICANN Cross-Complaint filed: Nov. 12, 2004
VeriSign Cross-Complaint filed: Dec. 28, 2004

INTRODUCTION

VeriSign's opposition to ICANN's motion to stay is premised entirely on the notion that when the parties wrote in their contract that they would resolve disputes via arbitration before the International Court of Arbitration of the International Chamber of Commerce ("ICC"), they *meant to say* that the "arbitration" would be a "non-binding mediation." But the words "non-binding" and "mediation" are not in the contract, and VeriSign does not provide the Court with any evidence from VeriSign's negotiators that those were the intended words. In fact, as VeriSign knows quite well -- and as was published to the entire world when VeriSign signed the contract -- the arbitration was intended by both parties to be binding, with judicial review limited to that usual for arbitrations.

Nor is VeriSign's position supported by the law, which explains why VeriSign does not cite *a single court decision* in support of its position that "arbitration" means "non-binding mediation subject to de novo review." To the contrary, the law is clear that courts must *presume* contractual arbitration to be binding, and that parties to an arbitration agreement cannot, as VeriSign contends, contract for *de novo* review of an arbitration award. Indeed, if there was any doubt on the issue of whether the contract permits *de novo* review of an arbitration award, the Court would be required to sever that invalid language from the arbitration provision and allow the arbitration to go forward subject to judicial review on statutorily prescribed grounds.

Accordingly, the .net arbitration will be binding on the parties and will have a collateral estoppel effect on the current action. VeriSign's assertion that the two disputes are "separate, distinct, and independent" cannot overcome the plain language of the Complaint, the Request for Arbitration, and the material (and essentially identical) provisions of the .com and .net agreements.

VeriSign's alternative argument -- that ICANN has somehow "waived" its right to arbitrate -- is absurd. All ICANN did was file a motion to dismiss a spurious antitrust claim that VeriSign filed against ICANN in federal district court. That court dismissed VeriSign's original and amended complaint, and the case never proceeded beyond the pleadings. A party cannot possibly waive its right to contractual arbitration by defending itself against meritless claims.

There can be no doubt that, in the interest of judicial economy, and in line with this Court's well-established position in favor of arbitration, this action should be stayed until the parties have arbitrated their disputes under the .net agreement. The .net arbitration will address most, if not all, of the issues before this Court, will have a collateral estoppel effect, and will proceed expeditiously. To deny the stay would not only take away from the parties' ability to focus on the .net arbitration, but would risk inconsistent decisions that could require an even greater expenditure of judicial resources to clarify.

ARGUMENT

I. THE .NET ARBITRATION IS BINDING.

A. ICANN And VeriSign Intended The Arbitration To Be Binding.

VeriSign devotes a substantial portion of its opposition to its contention that the .net arbitration is non-binding because the parties' contract does not use the word "binding." *See* Opposition Brief ("Opp.") at 3:9-6:4. VeriSign cites *no case* and provides *no factual support* for its position. *Id.* If the parties intended the "arbitration" to be "non-binding mediation," one would imagine that VeriSign would be able to support that intent with a declaration of one of its negotiators of the agreement. But rather than providing such a declaration, VeriSign relies on illogical assumptions,[1] a flawed interpretation of the .net arbitration provision,[2] and a comparison of that interpretation to agreements ICANN executed with different parties under materially different circumstances. Opp. at 4:2-6:4; concurrently-filed Declaration of Louis Touton ("Touton Decl."), ¶¶ 14-19, 29. VeriSign's failure to come forward with parol evidence is understandable in view of the fact, discussed below, that VeriSign and ICANN each made it clear to the world -- at the time the proposed provision was put into its final form -- that the arbitration

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[1] VeriSign cites some treatises to support its argument that the arbitration provision means mediation. Opp. at 1-2 n.2. But these treatises simply state that non-binding alternative dispute resolution provisions should properly be called mediation (a word not found in the .net agreement). Thus, VeriSign is simply attempting to prove its conclusion by *assuming* its premise.

[2] VeriSign's interpretation of the .net arbitration provision glosses over the fact that the provision expressly states that the parties may challenge the arbitration *decision* in court. Opp. at 4:3-10 ("Either party, if dissatisfied with *the result of the arbitration*, may *challenge that result*....) (emphasis added).

was intended to be binding. The position that VeriSign takes today is inconsistent with these facts.

It is black letter law that a contract must be interpreted to give effect to the parties' *intent at the time of contracting*. Cal. Civ. Code § 1636; *Sawyer v. San Diego*, 138 Cal. App. 2d 652, 661 (1956); *see Cheng-Canindin v. Renaissance Hotel Assocs.*, 50 Cal. App. 4th 676, 683 (1996) (under the federal and California arbitration acts, intent to arbitrate is answered by applying state contract law). During negotiations over the .net arbitration provision, not once was the provision referred to as anything but *binding*. Touton Decl., ¶¶ 11-29. In fact, the parties understood that the arbitration rules of the ICC *only* permit binding arbitration.[3] Touton Decl., ¶¶ 15-18; *see* Opp. at 3 n.4.[4]

Further, the parties' intent that the arbitration be binding was broadcast on the Internet. For instance, summaries of the proposed .net agreement posted on ICANN's web site *and* VeriSign's web site[5] referred to the .net arbitration provision as "rapid arbitration *rather than litigation*." Touton Decl., Ex. C (1 Mar. 2001 ICANN Summary) at 4, Ex. E (1 Mar. 2001 VeriSign Summary) at 4 (emphasis added). This same language also appears in ICANN's 16 April 2001 letter to the United States Department of Commerce ("DOC") in which ICANN requested DOC's approval of the .net agreement. Declaration of Thaddeus M. Pope ("Pope Decl."), Ex 8 at 5 (referring to the .net arbitration provision as "rapid arbitration rather than litigation"), filed Dec. 20, 2004; *see* Touton Decl., ¶¶ 27-28. Indeed, a key document that VeriSign cites in its opposition states:

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[3] The ICC Rules state: "Every Award shall be binding on the parties. By submitting to arbitration under these Rules, the parties undertake to carry out the Award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made." Pope Decl., Ex. 10 (ICC Rules) at Art. 28(6).

[4] The difference in language that VeriSign points to between the other top-level domain agreements and the .net agreement has nothing to do with the binding effect of a .net arbitration. Opp. at 4:18-6:4. Rather, VeriSign requested that the wording of the arbitration provision be slightly altered to signal to its investors that the arbitration would be subject to judicial review on statutorily prescribed grounds. Touton Decl., ¶ 17.

[5] Sometime after February 4, 2004, VeriSign apparently removed this 1 March 2001 summary from its web site, even though other press releases dated before and after it remain posted. Touton Decl., ¶ 21.

> On .net the proposed new registry agreement permits VeriSign to compete under a slightly modified standard: ... the right to litigate is replaced by a right to arbitrate.... While this still likely provides some some [*sic*] advantage to VeriSign, *the loss of the right to litigate in court* (with the significant delays that such litigation could cause), as a practical matter, is a significant disadvantage to VeriSign compared to the existing agreement.

Pope Decl., Ex. 1 at FAQ #3 (emphasis added); *see* Touton Decl., ¶¶ 24-26.

B. The Law Provides That The Aribtration Is Binding.

In addition to the clear evidence that the parties intended a binding arbitration, the courts *presume* contractual arbitration to be binding regardless of whether the term "binding" is used. *Aguilar v. Lerner*, 32 Cal. 4th 974, 981 (2004) ("[I]t is assumed [parties to contractual arbitration] wish to have a final and conclusive resolution of their dispute."); *Moncharsh v. Heily & Blasé,* 3 Cal. 4th 1, 9 (1992) ("Even had there been no such expression of intent, however, [to binding arbitration,] it is the general rule that parties to a private arbitration impliedly agree that the arbitrator's decision will be both binding and final."); *Blanton v. Womancare, Inc.*, 38 Cal. 3d 396, 402 (1985) ("The very essence of the term 'arbitration' [in this context] connotes a binding award."); *Montifiori v. Engels*, 3 Cal. 431, 434 (1853) ("When parties agree to leave their dispute to an arbitrator, they are presumed to know that his award will be final and conclusive...."). Indeed the plain definition of contractual "arbitration" is "binding arbitration." *Black's Law Dictionary* 100 (7th ed. 1999); *Cheng-Canidin*, 50 Cal. App. 4th at 684-85 (endorsing use of *Black's Law Dictionary* to define contractual arbitration).

As noted above, VeriSign does not cite a single case to the contrary. When parties to a contract agree to arbitration -- and particularly arbitration before the ICC -- there can be no doubt as a matter of law that the arbitration is binding.

C. The Parties Did Not And Could Not Contract For *De Novo* Review Of The Arbitration Award.

VeriSign argues -- again without citing any authority -- that the .net arbitration decision is susceptible to *de novo* review in court. Opp. at 4:16-17. The .net arbitration provision, however, is silent with regard to the scope of review; the only mention of a court is for purposes of venue.

Opp. at 4:3-10 (a party "may challenge" the arbitration decision "in a court located in Los Angeles, California, USA....") (emphasis added). This lack of guidance is because the parties left the statutorily prescribed grounds for review in place. Touton Decl., ¶¶ 15-18.

Under both California and Federal law, the parties *cannot* enlarge the scope of review of an arbitration award beyond that afforded by statute. *Oakland-Alameda County Coliseum Authority v. CC Partners*, 101 Cal. App. 4th 635, 645 (2002) ("'Because the Legislature clearly set forth the trial court's jurisdiction to review arbitration awards when it specified grounds for vacating or correcting awards in sections 1286.2 and 1286.6, we hold that the parties cannot *expand* that jurisdiction by contract to include a review on the merits.' [Cite.]") (emphasis in original); *Kyocera Corp. v. Prudential-Bache T Services, Inc.*, 341 F.3d 987, 997-1000 (9th Cir. 2003) (same under the FAA). And even assuming *arguendo* that the parties attempted to contract for *de novo* review -- which they did not -- any language to that effect would have to be severed from the contract and given no effect. *Little v. Auto Stiegler, Inc.*, 29 Cal. 4th 1064 (2003) (severing illegal appellate review term from arbitration provision rather than voiding entire clause); *Oakland-Alameda County Coliseum Auth.*, 101 Cal. App. 4th at 646 (severing illegal scope-of-review term from arbitration provision rather than voiding entire clause); *Kyocera Corp.*, 341 F.3d at 1000-1002 (same under the FAA.).

* * * * *

In sum, the premise of VeriSign's opposition to the motion to stay -- that the .net arbitration is non-binding -- is wrong as a matter of both fact and law. The .net arbitration will proceed, it will be binding, it will be subject to traditional standards of judicial review of arbitration awards, and it will undoubtedly and inevitably have a significant effect on this litigation.

II. THE .NET ARBITRATION WILL HAVE A COLLATERAL ESTOPPEL EFFECT ON THE ISSUES BEFORE THIS COURT.

Collateral estoppel applies to *any action* where: (1) an issue raised is identical to one litigated in a prior proceeding; (2) that prior proceeding resulted in a final judgment on the merits; and (3) the party against whom the doctrine is being asserted was a party or in privity with a party

to the prior proceeding. *Grinham v. Fielder*, 99 Cal. App. 4th 1049, 1054 (2002) (*citing Brinton v. Bankers Pen. Servs., Inc.*, 76 Cal. App. 4th 550, 556 (1999)).

A. The .Net Arbitration And The Current Action Address Identical Issues Involving The Same Material Contractual Provisions.

VeriSign argues that the .net and .com agreements and domains are different *as a whole*. Opp. at 7:1-8:25. But the application of collateral estoppel is not governed by the agreements and the domains "as a whole." Rather, it is *common issues* that matter. Both proceedings involve *specific and identical* services that VeriSign has implemented or has requested to implement in the .com and .net domains, and the obligations of the parties with regard to those services -- obligations that are *identical* under the .com and .net agreements.[6] ICANN addressed these services in its moving papers. Mot. at 5:1-7:5 & n.1.

B. The .Net Arbitration Will End In A Final Judgment That Will Preclude Relitigation Of The Same Issues.

The .net arbitration will have the force and effect of a civil judgment once it is confirmed by a court. Cal. Civ. Proc. Code § 1287.4; *Vandenberg v. Superior Court*, 21 Cal. 4th 815, 835 (1999). California courts give arbitration awards the same collateral estoppel effect in subsequent litigation between *identical parties*. *Grinham*, 99 Cal. App. 4th 1049. VeriSign's argument that collateral estoppel should not apply relies entirely on case law addressing *non-mutual* collateral estoppel rather than *mutual* collateral estoppel. Opp. at 10:20-11:3. For instance, in *Vandenberg,* the Court held:

> Accordingly we are compelled to conclude that a private arbitration award, even if judicially confirmed, can have no collateral estoppel effect in favor of *third persons* unless the arbitral parties agreed, in the particular case, that such a consequence should apply.

21 Cal. 4th at 834 (emphasis added); *Benasra v. Mitchell, Silberberg & Knupp*, 96 Cal. App. 4th 96, 105 (2002) (same).

[6] While VeriSign claims that there is a "20%" difference in word choice between the .com and .net agreements when compared to the 1999 .com/.net/.org agreement, VeriSign does not (and could accurately not) state that *any* of these differences is located within the provisions or appendices at issue in the .net arbitration or the current .com dispute. Opp. at 7 n.7. Nor does VeriSign state that any of these differences is material to either action.

ICANN and VeriSign are both parties to the .net arbitration and the current action. The .net arbitration can and will have a collateral estoppel effect on all identical issues in the current action.

III. BY SUCCESSFULLY MOVING TO DISMISS VERISIGN'S FEDERAL ANTITRUST CLAIM, ICANN DID NOT WAIVE ITS RIGHT TO A .NET ARBITRATION OR TO SEEK A STAY OF THE CURRENT ACTION.

VeriSign argues that ICANN's successful dismissal of VeriSign's antitrust claim in federal court resulted in a waiver of ICANN's right to the .net arbitration and to a stay of the current action. Opp. at 11:4-14:9. A party wishing to oppose a motion to stay by establishing waiver must show that the moving party previously chose a "judicial *litigation* of the merits of arbitrable issues," and that conduct by that party "ha[s] caused prejudice to the opposing party." *Groom v. Health Net*, 82 Cal. App. 4th 1189, 1194 (2000) (*citing Keating v. Superior Ct.*, 31 Cal. 3d 584, 605-06 (1982)) (emphasis in original). VeriSign cannot make either showing.

In *Groom*, plaintiff claimed that defendant's inaction caused plaintiff to suffer a disabling stroke. Over a year after the initiation of the action, after serving plaintiff with formal discovery requests, and after successfully demurring to plaintiff's original, first amended, second amended, and third amended complaints, defendant moved to compel arbitration pursuant to the arbitration clause contained in the health plan. The trial court denied defendant's petition concluding that defendant waived its right to compel arbitration when it "entered the litigation arena" by demurring and waiting for almost one year before "seek[ing] to remove this suit to arbitration."

The court of appeal reversed. The court stated that a party wishing to establish waiver faces a "heavy [burden] in light of public policy favoring arbitration." *Groom*, 82 Cal. App. 4th at 1195 (*citing Keating*, 31 Cal. 3d at 604-05). The court rejected Groom's argument that Health Net's demurrers constituted litigation of the merits of arbitrable issues or that Groom "suffered prejudice from the demurrer process" because Health Net allegedly used "pretrial procedures not available in arbitration" that "forced Groom to articulate in detail the legal theories underlying each of her causes of action." *Id.* at 1196. The court also rejected Groom's argument that

prejudice can result merely from having to endure "the time and expense of opposing [] demurrers and drafting amended pleadings." *Id.* at 1197.

VeriSign's argument is even less availing than the plaintiff's in *Groom*. VeriSign argues that ICANN's filing of various types of preliminary motions to dismiss constitute waiver because they "necessarily related to the *merits* of the action" and resulted in VeriSign having "to disclose its defenses and strategies." Opp. at 11:4-14:9. While the *Groom* court rejected this argument outright, it is also significant that ICANN's motions were geared at *objecting* to the legal sufficiency of VeriSign's allegations, which the federal court ruled were insufficient so that the case was outside its jurisdiction. Concurrently-filed Declaration of Sean W. Jaquez ("Jaquez Decl."), Ex. A (ICANN's Motion to Dismiss FAC); Ex. B (ICANN's Renewed Special Motion to Strike FAC), Ex. C (26 Aug. 2004 District Court Order). Indeed, ICANN never answered the allegations in the federal action, and the district court never made findings of fact or conclusions of law with regard to the claims that VeriSign filed in this Court. Pope Decl., Ex. 14 (federal docket sheet); Jaquez Decl., Ex. C (26 Aug. 2004 Order).[7]

Nor could there be any waiver with respect to ICANN's conduct in this action. ICANN filed its motion to stay on the same day it answered VeriSign's original complaint in this action. There has been no discovery, and the initial case management conference is to occur on the same day as the hearing on this motion.

Finally, VeriSign argues that waiver is appropriate here because VeriSign was "forced" to "expend significant time and effort and to incur significant expenses." Opp. at 12:27-14:9. Once again, *Groom* specifically rejected this argument. *Groom*, 82 Cal. App. 4th at 1197-98.

[7] VeriSign claims that it was prejudiced by the proceedings in district court because it provided factual support with respect to its legal theories in opposing ICANN's anti-SLAPP motion. Opp. at 12:2-8, 13:18-24. *Groom* rejected this argument based on the same line of cases that VeriSign relies on. *Groom*, 82 Cal. App. 4th at 1196. As *Groom* makes clear, prejudice of this nature must come from *formal (i.e. non-voluntary) discovery* (which did not occur in the federal lawsuit). *Id.*

IV. BECAUSE THE FEDERAL ARBITRATION ACT PRECLUDES A STAY OF THE .NET ARBITRATION PENDING LITIGATION, JUDICIAL ECONOMY WARRANTS A STAY OF THIS ACTION.

The .net arbitration is governed by the Federal Arbitration Act ("FAA"). *Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52 (2003) (FAA applies if the parties' overall business activities bear on interstate commerce); *Hedges v. Carrigan*, 117 Cal. App. 4th 578 (2004) (following *Citizens Bank*). An arbitration that is subject to the FAA and does not contain a choice-of-law provision *cannot* be stayed in favor of litigation. *Warren-Guthrie v. Health Net*, 84 Cal. App. 4th 804 (2000) (to the extent section 1281.2(c) allows a state court to stay or consolidate an arbitration in favor of litigation, that section is preempted where the agreement is governed by the FAA and does not contain a choice-of-law provision).

This Court can, however, stay the current action pending resolution of the .net arbitration -- including any related nonarbitrable claims.[8] Cal. Civ. Proc. Code §§ 187, 1281.4; *Cruz v. PacifiCare Health Systems, Inc.*, 30 Cal. 4th 303, 320 (2003) ("when there is a severance of arbitrable from inarbitrable claims, the trial court has the discretion to stay proceedings on the inarbitrable claims pending resolution of the arbitration."); *Madden v. Kaiser Found. Hosp.*, 17 Cal. 3d 699, 714 (1976) (same); *Coast Plaza Doctors Hosp. v. Blue Cross of Cal.*, 83 Cal. App. 4th 677, 693 (2000) ("A stay is appropriate where 'in the absence of a stay, the continuation of the proceedings in the trial court disrupts the arbitration proceedings and can render them ineffective.'").

Public policy strongly favors arbitration as a speedy and more economical means of dispute resolution. *Ericksen, Arbuthnot, McCarthy, Kearney & Walsh, Inc. v. 100 Oak Street*, 35 Cal. 3d 312, 322 (1983); *Madden*, 17 Cal. 3d at 706-07. Thus, "any doubts concerning the scope

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[8] VeriSign prematurely (and incorrectly) asserts that *SnapNames.com* cannot be stayed pending a .net arbitration. Opp. at 1 n.1. First, the Court has not yet determined whether *SnapNames.com* is even related. Order dated Dec. 6, 2004. Second, even if *SnapNames.com* is deemed related, case law suggests that a stay is appropriate. *See Moses H. Cone Mem'l Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 20 n.23 (1983); *Landis v. North American Co.*, 299 U.S. 248, 254-55 (1936); *Sobremonte v. Superior Court*, 61 Cal. App. 4th 980, 998 (1998); *Bischoff v. DirecTV, Inc.*, 180 F. Supp. 2d 1097, 1114-15 (C.D. Cal 2002).

of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." *Moses H. Cone Mem'l Hosp.*, 460 U.S. at 25.

As a result, the Court should stay the current litigation pending resolution of the .net arbitration. The .net arbitration will be resolved faster than the current action[9] by a panel of three arbitrators whose decision will have a collateral estoppel (for most key issues) or highly persuasive (for a few issues) effect on this case. A stay of the current litigation will also remove the risk of inconsistent decisions that may require an even greater expenditure of the Court's judicial resources to clarify.

CONCLUSION

For all of the foregoing reasons, ICANN's motion to stay the current litigation pending completion of the .net arbitration should be granted.

Dated: January 10, 2005

JONES DAY

By: Jeffrey A. LeVee
Jeffrey A. LeVee

Attorneys for Defendant, Cross-Complainant and Cross-Defendant
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

[9] VeriSign's suggestion that the .net arbitration will not be faster ignores the parties' contractual acceleration of arbitration and to the provisions of the ICC rules. Opp. at 11 n.9. The average pendency time that VeriSign cites to in its opposition includes arbitrations that are not contractually accelerated. Article 32 of the ICC rules provides that the ICC *will* adhere to party agreements to accelerate to the extent practical. Pope Decl., Ex. 10 (ICC rules) at Art. 32.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 555 West Fifth Street, Suite 4600, Los Angeles, California 90013.

On January 10, 2005, I caused to be served the document described as:

ICANN'S REPLY MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF TO STAY LITIGATION PENDING ARBITRATION

on the interested parties in this action.

_____ **BY (U.S. MAIL).** I placed ____ the original __X__ a true copy thereof enclosed in sealed envelope(s) to the addressee(s) as follows:

__X__ **BY PERSONAL SERVICE.** I placed __ the original __X__ true copies thereof enclosed in sealed envelope(s) and caused such envelope to be hand delivered via messenger to the offices of the addressee(s) as follows:

LAURENCE HUTT, ESQ.
ARNOLD & PORTER
777 S. Figueroa, 44th Fl.,
Los Angeles, CA 90017

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be 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 the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit of mailing in affidavit.

_____(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

__X__ (FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction this service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 10, 2005, at Los Angeles, California.

Elba Alonso de Ortega
Type or Print Name


Signature