ORIGINAL

allowed 4-10-85

IN THE SUPREME COURT OF THE STATE OF FLORIDA

FILED
SID J. WHITE
MAR 13 1985
CLERK, SUPREME COURT
By
Chief Deputy Clerk

Brief 17

4

DEPARTMENT OF INSURANCE, and BILL GUNTHER, in his official capacity as the Insurance Commissioner of the State of Florida, Appellants, vs. DADE COUNTY CONSUMER ADVOCATE'S OFFICE and WALTER T. DARTLAND, as Dade County Consumer Advocate, Appellees.	CASE NO. 66,7 8

APPLICATION OF CONSUMERS UNION OF UNITED STATES, INC. FOR LEAVE TO FILE A BRIEF AMICUS CURIAE AND FOR COUNSEL TO APPEAR PRO HAC VICE IN THIS MATTER

and

BRIEF OF AMICUS CURIAE, CONSUMERS UNION OF UNITED STATES, INC.

CARL K. OSHIRO
HARRY M. SNYDER
Consumers Union of U.S., Inc.
West Coast Regional Office
1535 Mission Street
San Francisco, CA 94103

[415] 431-6747

Attorneys for *Amicus Curiae*
Consumers Union of U.S., Inc.

See Order of 4-10-85

IN THE SUPREME COURT OF THE STATE OF FLORIDA

DEPARTMENT OF INSURANCE, and BILL GUNTHER, in his official capacity as the Insurance Commissioner of the State of Florida, Appellants, vs. DADE COUNTY CONSUMER ADVOCATE'S OFFICE and WALTER T. DARTLAND, as Dade County Consumer Advocate, Appellees.	)	CASE NO. 66,178

APPLICATION FOR LEAVE TO FILE A BRIEF AMICUS CURIAE AND FOR COUNSEL TO APPEAR PRO HAC VICE IN THIS MATTER

Consumers Union of United States, Inc. (Consumers Union) respectfully requests this Court for leave to appear as *amicus curiae* and to file the accompanying brief in support of Plaintiffs -Appellees in the above entitled matter. Consumers Union also request leave for counsel to appear *pro hac vice* in this matter.

At issue in this action is the constitutional validity of certain Florida statutes which suppress price competition among insurance agents. While fully supporting the arguments made by Plaintiffs-Appellees, Consumers Union believes that additional briefing will prove helpful to the Court with regard to the harmful effect of these anticompetitive laws on consumers.

Several *amici* representing the interests of insurers and

insurance agents have appeared and filed briefs in this matter. By this application, Consumers Union seeks to ensure that consumers' interests in the competitive pricing of agents' services are also represented. For the reasons set forth below, Consumers Union is well qualified to represent the interests of insurance consumers.

Consumers Union is a nonprofit, membership organization chartered in 1936 under the laws of the State of New York to provide information, education and counsel about consumer goods and services; to provide advice on financial matters affecting consumers; and to initiate and cooperate with individuals and group efforts to create, maintain, and enhance the quality of life for consumers. Consumers Union derives its income solely from the sale of Consumer Reports and other publications. In addition, expenses of occasional public service efforts may be met, in part, by nonrestrictive, noncommercial contributions, grants and fees. Consumers Union accepts no advertising or product samples and is not beholden in any way to any commercial interest. Currently, Consumer Reports has 3.2 million subscribers, over 150,000 of which reside in the State of Florida.

Consumers Union's efforts on behalf of insurance consumers date back to 1937 when Consumer Reports began a ten-installment discussion of life insurance, its function, forms, and relative merits as a vehicle for investment. In 1967, Consumers Union published the 135-page The Consumers Union Report on Life Insurance. In 1980 and 1984, Consumer Reports published extensive reports on life and automobile insurance rating 472 life insurance

policies and 43 auto insurance companies. In addition, Consumers Union has had a long standing interest in the impact of fair trade laws on consumers. In 1977, litigation brought by Consumers Union led to the elimination of minimum retail milk prices in California.

Harry M. Snyder is the Director of the West Coast Regional Office of Consumers Union. Mr. Snyder is a graduate of the University of California at Los Angeles, School of Law, and a member in good standing of State Bar of California. (Exhibit I, Certificate of Good Standing issued by State Bar of California concerning Harry M. Snyder.) Mr. Snyder is admitted to practice before the Supreme Court of the United States, Supreme Court of the State of California, United States Court of Appeals, Ninth Circuit and United States District Court, Northern District of California. Mr. Snyder is a member in good standing in such courts and is not currently suspended or disbarred in any court.

Carl K. Oshiro is the Director of Special Projects of the West Coast Regional Office. Mr. Oshiro is a graduate of the University of California, Hastings College of the Law, and a member in good standing of the State Bar of California. (Exhibit II, Certificate of Good Standing issued by State Bar of California concerning Carl K. Oshiro.) Mr. Oshiro is admitted to practice before the Supreme Court of the State of California, United States Court of Appeals, Ninth Circuit, and the United States District Court, Northern District of California. Mr. Oshiro is a member in good standing in such courts and is not currently suspended or disbarred in any court. Both Mr. Snyder and Mr. Oshiro regularly

serve as counsel for Consumers Union.

WHEREFORE, Consumers Union of United States, Inc. respectfully requests permission of the Court:

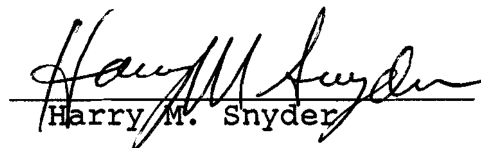
(1) To appear as amicus curiae and file the appended Brief of Amicus Curiae, Consumers Union of United States, Inc.; and

(2) For counsel to appear pro hac vice in this matter.

DATED: March 8, 1985.

Respectfully submitted,

By:
Carl K. Oshiro


Harry M. Snyder

CARL K. OSHIRO
HARRY M. SNYDER
Consumers Union of U.S., Inc.
West Coast Regional Office
1535 Mission Street
San Francisco, CA 94103

[415] 431-6747

Attorneys for Amicus Curiae
Consumers Union of U.S., Inc.

E X H I B I T I

THE STATE BAR OF CALIFORNIA

555 FRANKLIN STREET
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE (415) 561-8200

TO WHOM IT MAY CONCERN:

This is to certify that, according to the records of the State Bar, Harry M. Snyder was admitted to the practice of law in California on January 14, 1964, and that at date hereof is an ACTIVE member of the State Bar of California and entitled to practice law in California.

Dated at San Francisco, California, on February 11, 19 85.

THE STATE BAR OF CALIFORNIA

Paula K. Dykstra

by Paula K. Dykstra
Acting Supervisor
Membership Records

EXHIBIT II

THE STATE BAR OF CALIFORNIA

555 FRANKLIN STREET
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE (415) 561-8200

TO WHOM IT MAY CONCERN:

This is to certify that, according to the records of the State Bar, Carl Kiyoshi Oshiro was admitted to the practice of law in California on November 29, 1978, and that at date hereof is an ACTIVE member of the State Bar of California and entitled to practice law in California.

Dated at San Francisco, California,
on February 11, 1985.

THE STATE BAR OF CALIFORNIA

Paula K. Dykstra

by Paula K. Dykstra
Acting Supervisor
Membership Records

IN THE SUPREME COURT OF THE STATE OF FLORIDA

DEPARTMENT OF INSURANCE, and BILL GUNTHER, in his official capacity as the Insurance Commissioner of the State of Florida,

Appellants,

vs.

DADE COUNTY CONSUMER ADVOCATE'S OFFICE and WALTER T. DARTLAND, as Dade County Consumer Advocate,

Appellees.

CASE NO. 66,178

BRIEF OF AMICUS CURIAE, CONSUMERS UNION OF UNITED STATES, INC.

CARL K. OSHIRO
HARRY M. SNYDER
Consumers Union of U.S., Inc.
West Coast Regional Office
1535 Mission Street
San Francisco, CA 94103

[415] 431-6747

Attorneys for *Amicus Curiae*
Consumers Union of U.S., Inc.

TABLE OF CONTENTS

page

TABLE OF AUTHORITIES ii

SUMMARY OF ARGUMENT...................................... 1

STATEMENT OF THE CASE AND STATEMENT OF FACTS........... 1

ARGUMENT... 2

I. THE ANTI-REBATE LAWS FORCE CONSUMERS TO PAY MORE THAN THEY SHOULD TO OBTAIN INSURANCE....... 2

II. THE ANTI-REBATE LAWS FAIL TO PROMOTE THE HEALTH, SAFETY OR WELFARE OF INSURANCE CONSUMERS........ 5

A. Elimination of the Anti-Rebate Laws Will Not Result in Unfair Discrimination..... 6

B. The Anti-Rebate Laws Have No Relation to Insurer Solvency.......................... 7

C. The Anti-Rebate Laws Have No Relation to the Quality of Service Renedered by Insurance Agents............................. 9

CONCLUSION... 11

TABLE OF AUTHORITIES

page

Section 626.611, Florida Statutes (1983) 1, 2

Section 626.9541, Florida Statutes (1983) 1, 2

Fifth Report to Congress on the Effects of the Absence of Fixed Rate Commissions, Securities and Exchange Commission, Washington, D.C., May 1977 3

Insurance Facts, Insurance Information Institute, New York, 1984 5

Life Insurance Cost Disclosure, Staff of the Federal Trade Commission, Washington, D.C., July 1979 .... 2, 8

Life Insurance Fact Book, American Council of Life Insurers, Washington, D.C., 1984 4

The Pricing and Marketing of Insurance, U.S. Department of Justice, Washington, D.C., 1977 .... 7, 11

Tinc and West, The Securities Industry Under Negotiated Brokeage Commissions, 11 Bell Journal of Economics 29, 1980 4

SUMMARY OF ARGUMENT

Consumers Union of United States, Inc. (Consumers Union) urges this Court to affirm the unanimous decision of the First District Court of Appeal. The Court of Appeal correctly found that Sections 626.611 and 626.9541, Florida Statutes (1983) which prohibit insurance agents from reducing their commission levels to consumers fail to "reasonably and substantially promote the public health, safety, or welfare as required by the due process clause of the Florida Constitution."

Contrary to the claims of the Department of Insurance and _amici_ representing the interests of insurance agents, the anti-rebate laws do not promote the welfare of consumers. These laws have no relation to the quality of service rendered by agents. Nor do they prevent unfair discrimination or promote insurer solvency. Instead, by preventing agents from pricing their services on a competitive basis, the anti-rebate laws force consumers to pay more than they should to obtain insurance.

STATEMENT OF THE CASE AND STATEMENT OF FACTS

Consumers Union hereby adopts the Statement of the Case and Statement of the Facts as set forth in the Brief of Appellees, Dade County Consumer Advocate's Office and Walter T. Dartland, Dade County Consumer Advocate.

ARGUMENT

I. THE ANTI-REBATE LAWS FORCE CONSUMERS TO PAY MORE THAN THEY SHOULD TO OBTAIN INSURANCE.

At issue in this case are Sections 626.611 and 626.9541, Florida Statutes (1983). Commonly referred to as "anti-rebate laws," these statutes prohibit insurance agents from rebating or otherwise discounting their commissions to consumers. Agents who violate these provisions are subject to strict disciplinary action including revocation or suspension of their licenses.

Agents' commissions represent a substantial portion of the insurance expenses paid by consumers. The Staff of the Federal Trade Commission has found that commissions average 55 to 60 percent of the first year's premium for whole life policies and 35 to 40 percent of the first year's premium for term policies. FTC, Life Insurance Cost Disclosure, July 1979, p. 87. After the first year, commissions still average 5 percent on both types of policies. Id. Currently, agents' commissions on automobile and homeowners insurance range from 15 to 30 percent of each year's premium.

The anti-rebate laws are costly to consumers. The clear effect of these laws is to eliminate price competition among agents. Two agents selling a policy from the same company are required to charge consumers the same price even if one of the agents was willing to accept a smaller commission. Consequently, consumers are prevented from reducing their commission expenses by shopping and bargaining for lower commission rates. The fixed commission structure also stifles innovation and contributes to

inefficiency in the selling and delivery of insurance.

Recent experience with stock broker's commissions demonstrates that consumers derive significant benefit from competitively set commission rates. Until May 1, 1975, stock broker's commissions were fixed by the Securities and Exchange Commission (SEC) and, like insurance agents, stock brokers were prohibited from discounting their commissions to consumers. On that date, commissions were deregulated and brokerage fees have since been negotiable between broker and consumer.

Like insurance agents, stock brokers were adamantly opposed to price competition. They strenuously maintained that the fixed commission system was not only justified, but essential to the survival of the securities trading system. In particular, stock brokers maintained that competition would lead inevitably to higher commission rates for individual investors, poorer service, and domination of the brokerage business by a few giant firms.

Economic studies clearly show that competition has resulted in significant savings to consumers without the catastrophic consequences predicted by the brokerage industry. Pursuant to Congressional directive to report on the effects of negotiated commission rates, the SEC found that in the first 21 months alone consumers saved approximately $682 million in reduced commissions. SEC, Fifth Report to Congress on the Effects of the Absence of Fixed Rate Commissions, May 1977, p. i. On average, commission rates were reduced by 14.1 percent as a result of competition. The SEC also found that consumers enjoyed greater choice in the types of brokerage services provided. According to

the SEC,

> Investors can now choose from a greater variety of commission services at a range of prices and can avail themselves of a growing group of discount brokers. Discount brokers tend to be small, non-exchange firms which deal with investors primarily by mail and telephone from one business location. These firms offer reduced commission rates for execution services and do not generally solicit orders. Retail firms now also offer, in addition to their traditional, full servicing, a variety of reduced service packages at discounted rates. Id. at p. ii.

Furthermore, on reviewing the structure of the brokerage industry, the SEC could find no evidence of increased concentration as a result of competition. Id. at p. ii. Nor could the SEC find any evidence of harm to the trading system. Id at p. v.

Further economic research has confirmed that competition has resulted in lower brokerage commissions and that both large and small investors have shared in the savings. See, Tinc and West, The Securities Industry Under Negotiated Brokerage Commissions, 11 Bell Journal of Economics 29, Spring 1980. This research also found no evidence of harm to the trading system, of increased concentration in the brokerage industry, or of decline in the quality and quantity of brokerage house research and ancillary brokerage services. Id. at p. 40.

Although it is impossible to determine the exact cost of the anti-rebate laws to consumers, it is certainly substantial. In 1983, Florida consumers paid over $4.6 billion for life, auto, and homeowners insurance. See, American Council of Life Insurance, Life Insurance Fact Book, 1984, p. 59 and Insurance Information

Institute, Insurance Facts, 1984, p. 36. If, on average, the anti-rebate laws added only 7 percent to the cost of obtaining insurance, the annual cost of the anti-rebate laws to Florida consumers would be over $325 million a year.

While appellants and industry amici will no doubt argue that the selling of insurance is different from the selling of securities, the differences are slight and insufficient to justify shielding insurance agents from the rigors of price competition. Indeed, where virtually every trade and profession including doctors, lawyers, engineers, plumbers, and accountants are allowed and even encouraged to price their services on a competitive basis, there is no legitimate reason to forbid insurance agents from doing the same.

II. THE ANTI-REBATE LAWS FAIL TO PROMOTE THE HEALTH, SAFETY OR WELFARE OF INSURANCE CONSUMERS.

In the present case, the Department of Insurance and amici representing the interests of insurance agents attempt to justify the anti-rebate laws by characterizing them as consumer protection laws. The Department and amici argue that the anti-rebate laws protect consumers against the "evils" of "ruinous competition". They maintain that competition will lead to unfair discrimination, insolvent insurers, higher rates and poorer service. These arguments are unfounded and illogical.

A. Elimination of the Anti-Rebate Laws Will Not Result in Unfair Discrimination.

The Department and industry amici argue that the anti-discount laws are designed to protect the public against unfair discrimination. The Department states "[I]n the absence of these laws, discrimination among policyholders would result in that similarly classified policyholders of the same insurer would pay different prices for the same policy." Appellants' Opening Brief at p. 21.

This argument is without merit. Unfair discrimination occurs only when price differences are not based on the nature or degree of risks or expenses. If the anti-rebate laws were eliminated, the portion of the premium paid to the insurer would remain precisely the same for all consumers belonging to a given actuarial class. Although the portion paid to agents would vary, these variations would be due to relevant market factors such as cost, efficiency, and value of service rendered by agents. In addition, agents who offered rebates would still be required to do so in a manner that treats consumers fairly. Under these circumstances, the premiums charged would not be unfairly discriminatory.

The Department further argues that if the anti-rebate laws were eliminated, smaller, less sophisticated consumers would be forced to subsidize larger, more sophisticated consumers. The Department states that this would be unfair. In making this argument, the Department assumes that the fixed commission structure is fair to smaller, less sophisticated consumers. In fact, the fixed commission structure is completely arbitrary and, often,

unfairly forces poor consumers to pay the highest commissions.

In 1977, the U.S. Department of Justice found that "[F]ixed commissions have produced some serious inequities in the pricing structure for private passenger automobile insurance. . .." U.S. Dept. of Justice, The Pricing and Marketing of Insurance, 1977, p. 292. The Justice Department report states

> Unfortunately, the fixed rate structure in automobile insurance is a regressive one imposing the greatest burden on the lower income drivers. For example, the highest rated territories are generally the inner-city areas, and these high premium drivers may be paying a disproportionate share of the commissions. The unfairly discriminatory nature of the fixed expense component (including commissions) was described by the Stanford Research Institute as follows:
>
> > Clearly, a portion of expenses is variable. There is little doubt that high risks in many cases do result in greater cost for the company and agent. It is also clear though that all expenses do not differ according to the size of the premium.

Based on these facts, the Justice Department concluded that low income consumers "who presently pay a disproportionate share of the commissions" could see the greatest savings if the anti-rebate laws were eliminated. Id. at p. 302. Thus, the court should reject Appellants' argument concerning unfair discrimination.

B. The Anti-Rebate Laws Have No Relation to Insurer Solvency.

The Department and industry amici also argue that the anti-rebate laws are designed to protect the future solvency of insurance companies. In fact, the anti-rebate laws are in no way

related to insurer solvency. The laws regulate only that portion of the premium that goes to the agent who sells a policy; they do not affect the portion of the premium retained by the company. Consequently, if the anti-rebate laws were eliminated, insurance companies would continue to receive the same amount of revenue as they receive today.

In Florida and every other jurisdiction, the solvency of insurance companies is assured through other means. By law, state regulators may establish and enforce standards governing the formation and financing of insurance companies, conduct regular examinations of a company's practices and procedures, audit its books and records and review and approve the policies offered to the public. The sole purpose of the anti-rebate laws is to suppress competition among agents.

The Department also argues that competition will indirectly threaten insurer solvency by encouraging "churning" of life insurance policies. This argument ignores the fact that frequent replacement of policies is not due to competition, but to the front-loaded commission structure employed in the life insurance industry. See, FTC, Life Insurance Cost Disclosure, supra at 94-96. With commission rates of 55 to 60 percent in the first year and only 5 percent in subsequent years, there is a strong financial incentive on the part of agents to sell policies which lapse and to advise consumers to replace old policies with new ones.

In recognition of this problem an advisory committee of the National Association of Insurance Commissioners has recommended that companies begin giving agents smaller first-year commissions

and larger renewal commissions. Id. at 95. Despite this recommendation and other efforts to reform the fixed commission system, many insurance companies persist in offering extremely large first-year commissions. Thus, it is the companies' rigid adherence to the current system and not competition that encourages the lapse of life policies.

The Department also maintains that pressure for higher commissions will lead to higher premiums and further jeopardize the solvency of insurers. It claims that consumers will buy only from agents who offer the highest rebates and, in turn, agents will demand larger commissions to enable them to offer larger rebates in order to effectively compete. This argument is absurd.

Consumers rarely purchase any commodity or service based on the size of the rebate alone. From tires to brokerage services, consumers consider the total price they will have to pay as well as the quality of the product or service offered. Similarly, when buying insurance, consumers will consider the rebate, but only as it affects the total price they are asked to pay. They will also consider the characteristics and value of the insurance product, the services they are receiving, and the reputation of the company. Accordingly, the court should reject Appellants' argument.

C. The Anti-Rebate Laws Have No Relation to the Quality of Service Rendered by Insurance Agents.

The Department also maintains that the anti-rebate laws are designed to protect consumers against poor service. It suggests that permitting rebates might attract unscrupulous agents who

would sell policies quickly and not be available for later service. The Department also claims that price competition would force many agents out of business and with fewer agents, consumers will receive poorer service. These arguments are flawed in several respects.

First, the anti-rebate laws do not assure quality service to consumers. Indeed, the laws may actually contribute to poor service by removing economic incentives to provide competent, ongoing service. Under the anti-rebate laws, the competent and the slipshod are compensated the same. Agents receive the same commission whether they are career professionals or inexperienced recruits.

Second, if the Department is correct and competition does result in fewer agents, this would only indicate that the anti-rebate laws contributed to an oversupply of agents relative to consumer demand. If so, fewer agents would not be a problem. Indeed, consumers would benefit by receiving the services they need at a lower cost. If, however, an oversupply does not exist, competition should have no effect on the number of agents.

Third, the Department ignores the fact that absent the anti-rebate laws, consumers would have the opportunity to choose among a range of services and prices and decide which best meet their needs. Insurance agents who found it desirable to provide "full service" and receive full commissions would still be free to do so. Some agents may choose to provide "full service" at reduced commissions because of lower costs or higher efficiency. Still other agents may choose to offer a "no frills" service and charge

even smaller commissions. Ultimately, consumers will make their decision based on a number of factors including price, the value of the services offered by agents, and the quality of the insurance product.

Finally, with regard to fraud, deception, and other practices that are truly unfair to consumers, insurance agents would continue to be subject to state consumer protection laws. Indeed, the Department may be able to enforce these laws more effectively if it were relieved of the obligation to detect and discipline agents who reduce their commissions to consumers.

The negative impact of the anti-rebate laws is clear and well-documented. In 1977, the U.S. Department of Justice concluded after extensive study that these laws were contrary to the public's interest in fair, reasonable, and non-discriminatory insurance prices. See, U.S. Dept. of Justice, The Pricing and Marketing of Insurance, 1977, pp. 288-303. In particular, the Justice Department found that the anti-rebate laws lacked any valid public purpose and needlessly suppressed price competition among insurance agents. These facts have not changed. Since the anti-rebate laws do not promote the public, health, safety, or welfare, they should be struck down.

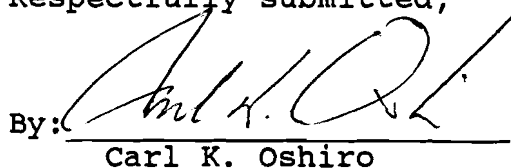
CONCLUSION

For the reasons set forth above, Consumers Union of United

States, Inc. requests that this Court affirm the decision of the First District Court of Appeal.

DATED: March 8, 1985.

Respectfully submitted,



By: ______________________
Carl K. Oshiro

CARL K. OSHIRO
HARRY M. SNYDER
Consumers Union of U.S., Inc.
West Coast Regional Office
1535 Mission Street
San Francisco, CA 94103

[415] 431-6747

Attorneys for Amicus Curiae
Consumers Union of U.S., Inc.

CERTIFICATE OF SERVICE BY MAIL

Mary O'Toole declares as follows:

1. My name is Mary O'Toole. I am over the age of 18 and not a party to the above-entitled action. I am a citizen of the United States and of the City and County of San Francisco. My business address is 1535 Mission Street, San Francisco, CA 94103.

2. On March 8, 1985, for each of the parties whose names and addresses appear in Attachment A, I placed one true copy of the foregoing APPLICATION OF CONSUMERS UNION OF UNITED STATES, INC. FOR LEAVE TO FILE A BRIEF AMICUS CURIAE AND TO APPEAR PRO HAC VICE IN THIS MATTER and BRIEF OF AMICUS CURIAE, CONSUMERS UNION OF UNITED STATES, INC. within a sealed envelope with postage thereon fully paid and properly addressed, and placed the same in the U.S. Mail at San Francisco, California.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on March 8, 1985, San Francisco, California.

Mary O'Toole

Mary O'Toole

ATTACHMENT "A"

Donald A. Dowdell
General Counsel
Florida Insurance Dept.
The Capitol
Tallahassee, FL 32301
and
Curtis A. Billingsley
539, Larson Building
Tallahassee, FL 32301
and
Kent A. Zaiser
Dept. of Legal Affairs
Civil Division
The Capitol, Suite 1501
Tallahassee, FL 32301
Attorneys for Appellants

Mary Charlotte McCall
P. O. Box 11215
Tallahassee, FL 32301
and
William B. Schultz
Public Citizens Litigation Group
2000 P Street N.W.
Suite 700
Washington, D.C. 20036
Attorneys for Appellee

William O. Birchfield
Dennis E. Hayes
P. O. Box 59
Jacksonville, FL 32201
Attorneys for American Council of Life Insurance, Inc., as Amicus Curiae

J. Robert McClure, Jr.
Alan C. Sundberg
P. O. Drawer 190
Tallahassee, FL 32302
Attorneys for Florida Association of Life Underwriters, as Amicus Curiae

James N. McConnaughhay
Karl, McConnaughhay, Roland & Maida
P. O. Drawer 229
Tallahassee, FL 32302
Attorneys for Florida Association of Insurance Agents, as Amicus Curiae

Sandra L. Gilfillan
National Association of Insurance Commissioners
1125 Grand Avenue
Kansas City, MO 64106
Attorney for NAIC, as Amicus Curiae

George E. Owen
2811 Waverly Road
Tallahassee, FL 32301
and
William R. Heerman
c/o Aid Association for Lutherans
4321 N. Ballard Road
Appleton, WI 54919
Attorneys for the National Fraternal Congress of America, as Amicus Curiae

Stephen C. O'Connell
Cason and Henderson
P. O. Box 1695
Tallahassee, FL 32302-1675
and
William N. Albus
National Association of Life Underwriters
1922 F. Street, N.W.
Washington, D.C. 20006
Attorneys for National Association of Life Underwriters As Amicus Curiae