State of California

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July 16, 2020

VIA EMAIL AND US MAIL Davis Wright Tremaine LLP Hope R. Levy-Biehl Suite 2400 865 South Figueroa Street Los Angeles, CA 90017-2566

HopeLevyBiehl@dwt.com

RE: Verity Sale of St. Francis Medical Center to Prime Healthcare

Dear Ms. Levy-Biehl:

Under Corporations Code section 5914 et seq., and California Code of Regulations, title 11, section 999.5, the Attorney General has considered the proposed transaction submitted by Verity Health System of California, Inc. In coming to the decision, described below, we have carefully considered the factors set forth in Corporations Code section 5917 and the applicable regulations, including whether the transaction is in the public interest and whether the transaction affects the availability or accessibility of health care services to the affected community. Our decision is based on the material contained in the notice, the information and documents subsequently submitted by the applicants, comments made by members of the public, discussions with the applicants, and the results of our investigation.

The Attorney General hereby conditionally consents to Verity Health System of California, Inc.'s proposed sale of the assets of St. Francis Medical Center to Prime Healthcare Services, Inc. and/or one or more of its affiliates. The Attorney General's conditional approval of the sale is subject to the attached conditions that are incorporated by reference herein.

> Sincerely, [original signed]

SCOTT CHAN Deputy Attorney General

For XAVIER BECERRA Attorney General Conditions to the Sale of St. Francis Medical Center¹ and Approval of the Asset Purchase Agreement by and among Verity Health System of California, Inc., Verity Holdings, LLC, St. Francis Medical Center, Prime Healthcare Services, Inc.

I.

These Conditions shall be legally binding on Verity Health System of California, Inc., a California nonprofit public benefit corporation, Verity Holdings, LLC, a California limited liability company, St. Francis Medical Center, a California nonprofit public benefit corporation, and St. Francis Medical Center Foundation, a nonprofit public benefit corporation, and Prime Healthcare Services, Inc. a Delaware corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities including, but not limited to, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Francis Medical Center, or the real property on which St. Francis Medical Center is located, any and all current and future owners, lessees, licensees, or operators of St. Francis Medical Center, and any and all current and future lessees and owners of the real property on which St. Francis Medical Center is located.

II.

The transaction conditionally approved by the Attorney General consists of the Asset Purchase Agreement dated April 3, 2020, by and among, Verity Health System of California, Inc., a California nonprofit public benefit corporation, Verity Holdings, LLC, a California limited liability company, St. Francis Medical Center, a California nonprofit public benefit corporation, and Prime Healthcare Services, Inc., a Delaware corporation, and any agreements or documents referenced in or attached to as an exhibit or schedule and any other documents referenced in the Asset Purchase Agreement, including, but not limited to, the Sale Leaseback Agreement and Interim Management Agreement.

All the entities listed in Condition I, and any other parties referenced in the above agreements shall fulfill the terms of these agreements or documents and shall notify and obtain the Attorney General's approval in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5917 and require the Attorney General's approval.

¹ Throughout this document, the term "St. Francis Medical Center" shall mean the general acute care hospital located at 3630 East Imperial Highway, Lynwood, CA 90262, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Francis Medical Center by the California Department of Public Health, effective April 14, 2020, unless otherwise indicated.

For ten years from the closing date of the Asset Purchase Agreement, Verity Health System of California, Inc., Verity Holdings, LLC, Prime Healthcare Services, Inc., and all future owners, managers, lessees, licensees, or operators of St. Francis Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Francis Medical Center;

(b) Transfer control, responsibility, management, or governance of St. Francis Medical Center. The substitution, merger or addition of a new member or members of the governing body of Prime Healthcare Services, Inc. that transfers the control of, responsibility for or governance of St. Francis Medical Center, shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing body of Prime Healthcare Services Inc., or any arrangement, written or oral, that would transfer voting control of the members of the governing body of Prime Healthcare Services, Inc. shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Asset Purchase Agreement, St. Francis Medical Center shall be operated and maintained as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide 24-hour emergency and trauma medical services at no less than current² licensure and designation with the same types and/or levels of services, including the following:

- a. 46 emergency treatment stations at a minimum;
- b. Designation as a Level II Trauma Center;
- c. Designation as a 5150 Receiving Facility, as defined by the Welfare and Institutions Code, section 5150, for behavioral health patients under involuntary evaluation;
- d. Psychiatric evaluation team;
- e. Designation as an Emergency Department Approved for Pediatrics (EDAP);
- f. Designation as a Paramedic Base Station; and
- g. Certification as a Primary Stroke Center.

Prime Healthcare Services, Inc. must give one-year advance written notice to the Los Angeles County Emergency Medical Services Agency and the California Department of Public Health if St. Francis Medical Center seeks to reduce trauma or trauma-related care services or stop

² The term "current" or "currently" throughout this document means as of January 1, 2020.

operating the Level II Trauma Center after ten years from the closing date of the Asset Purchase Agreement.

V.

For at least ten years from the closing date of the Asset Purchase Agreement, St. Francis Medical shall maintain on-call coverage contracts and/or comparable coverage arrangements with physicians at fair market value that are necessary to retain its qualification as a Level II trauma center. The following on-call coverage contracts and/or comparable coverage arrangements are required to retain St. Francis Medical Center's status as a Level II trauma Center:

- a. Neurology;
- b. Obstetrics/gynecology;
- c. Ophthalmology;
- d. Oral or maxillofacial or head and neck;
- e. Orthopedic;
- f. Plastic surgery;
- g. Reimplantation/microsurgery capability (this surgical service may be provided through a written transfer agreement); and
- h. Urology.

VI.

For at least ten years from the closing date of the Asset Purchase Agreement, St. Francis Medical Center shall maintain the following services at current licensure, types, and/or levels of services:

- a. Cardiac services, including three cardiac catheterization labs and the designation as a STEMI Receiving Center;
- b. Critical care services, including a minimum of 36 intensive care unit beds or 24 intensive care beds and 12 definitive observation beds;
- c. Neonatal intensive care services, including a minimum of 29 neonatal intensive care beds, and at minimum, maintaining a Level II NICU;
- d. Women's health services, including women's imaging services;
- e. Cancer services, including radiation oncology;
- f. Pediatric services, including a designated area with at least five general acute care beds for pediatric services;
- g. Orthopedic and rehabilitation services;
- h. Wound care services;
- i. Behavioral health services, including a minimum of 40 distinct part inpatient acute psychiatric beds; and
- j. Perinatal services, including a minimum of 50 perinatal beds.

Prime Healthcare Services, Inc. shall not place all or any portion of its above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VII.

For at least ten years from the closing date of the Asset Purchase Agreement, St. Francis Medical Center shall maintain the same types and/or levels of women's healthcare services currently provided at the location below or a location within three miles of St. Francis Medical Center:

a. Family Life Center at St. Francis Medical Center, located at 3630 E Imperial Highway, Lynwood, California, including, expert gynecologic care, family planning, advanced cancer care, minimally invasive gynecological surgery, comprehensive obstetrical and maternity services, specialized newborn care.

VIII.

For at least five years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall either: (1) operate clinics (listed below) with the same number of physicians and mid-level provider full-time equivalents in the same or similar alignment structures, or (2) sell the clinics (listed below) with the same number of physician and mid-level provider full-time equivalents and require the purchaser(s) to maintain such services for 5 years from the closing date of the Asset Purchase Agreement and to participate in the Medi-Cal and Medicare programs as required in the conditions herein, or (3) ensure that a third party is operating the clinics (listed below) with the same number of physician and mid-level provider full-time equivalents and require the third party to maintain such services for 5 years from the closing date of the Asset Purchase Agreement and to participate in the Medi-Cal and Medicare programs and require the third party to maintain such services for 5 years from the closing date of the Asset Purchase Agreement and to participate in the Medi-Cal and Medicare programs as required in the conditions herein. For any of these options, each clinic can be moved to a different location within a three-mile radius of each clinic's current location, and St. Francis Medical Center can utilize an alternative structure in providing such services. The following clinics are subject to this condition:

- a. Pediatric services at Children's Counseling Center, 4390 Tweedy Ave, South Gate, California;
- b. Wound care services at Wound Care Center, 3628 E. Imperial Highway, Suite 103, Lynwood, California; and
- c. Orthopedic services at 3628 E. Imperial Highway, Suite 300, Lynwood, California.

IX.

For ten years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall:

a) Be certified to participate in the Medi-Cal program at St. Francis Medical Center;

b) Maintain and have Medi-Cal Managed Care contracts with the below listed Medi-Cal Managed Care Plans to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause or not extended or renewed by the Medi-Cal Managed Care Plan:

- i) Local Initiative: L.A. Care Health Plan or its successor; and
- ii) Commercial Plan: Health Net Community Solutions, Inc. or its successor.

If Prime Healthcare Services, Inc. questions whether it is being reimbursed on the same terms and conditions as other similarly situated hospitals offering substantially the same services, it shall notify the Attorney General's Office with at least 120 days' notice prior to taking any action that would effectuate any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage or prior to giving any required notice of taking such action.

c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Francis Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care), on the same terms and conditions as other similarly situated hospitals, as required in these Conditions.

X.

For six fiscal years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall provide an annual amount of Charity Care (as defined below) at St. Francis Medical Center equal to or greater than \$10,186,173 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by Prime Healthcare, Inc. in connection with the operation and provision of services at St. Francis Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³

Prime Healthcare Services, Inc.'s obligation under this Condition shall be prorated on a daily basis if the closing date of the Asset Purchase Agreement is a date other than the first day of Verity Health System of California, Inc.'s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim Average Base Period: 1982-84=100 (CPI-LA, as published by the U.S. Bureau of Labor Statistics).

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

If the actual amount of charity care provided at St. Francis Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Prime Healthcare Services, Inc. shall pay an amount equal to the deficiency to the California Community Foundation where the funds shall be regranted to one or more tax-exempt entities that provide direct healthcare services to residents in the St. Francis Medical Center's service area (30 ZIP codes), as described on page 62 in the Healthcare Impact Report authored by JD Healthcare dated June 4, 2020. (Exhibit 1.) Such payment(s) shall be made within six months following the end of such fiscal year. These funds should not be treated in an endowed matter, but instead that the funds be regranted rapidly to one or more tax-exempt entities.

XI.

Charity care, which entails free medical care services, shall be provided by Prime Healthcare Services, Inc. at St. Francis Medical Center to patients who are uninsured, ineligible for governmental or other insurance coverage and who have family incomes not in excess of 400 percent of the Federal Poverty level. Prime Healthcare Services, Inc. will provide a discount payment program at St. Francis Medical Center to patients who have family incomes in excess of 400 percent but not to exceed 600 percent of the Federal Poverty Level. Prime Healthcare Services, Inc. will memorialize these charity care and discount payment policies within 90 days from the closing of the Asset Purchase Agreement.

Within 90 days from the closing of the Asset Purchase Agreement, Prime Healthcare Services, Inc. will amend the Financial Assistance Policy at St. Francis Medical Center to include as follows:

- a. A copy of the Financial Assistance Policy and the plain language summary of the Financial Assistance Policy must be posted at St. Francis Medical Center in a prominent location in the emergency room, admissions area, and any other location in the hospital where there is a high volume of patient traffic, including waiting rooms, billing offices, and hospital outpatient service settings.
- b. A copy of the Financial Assistance Policy, the Application for Financial Assistance, and the plain language summary of the Financial Assistance Policy must be posted in a prominent place on St. Francis Medical Center's website.
- c. If requested by a patient, a copy of the Financial Assistance Policy, Application for Financial Assistance, and the plain language summary must be sent by mail at no cost to the patient.
- d. As necessary, and at least on an annual basis, Prime Healthcare Services, Inc. will place an advertisement regarding the availability of financial assistance at St. Francis Medical Center in a newspaper of general circulation in the communities served by the hospital, or issue a Press Release to widely publicize the availability of the Financial Assistance Policy to the communities served by the hospital.
- e. Prime Healthcare Services, Inc., on no less than annual basis, will work with, affiliated organizations, physicians, community clinics, other health care providers, houses of worship, and other community-based organizations to notify members of the community

(especially those who are most likely to require financial assistance) about the availability of financial assistance at St. Francis Medical Center.

f. By December 1, 2020, all staff that interacts with patients and their families concerning payment of services shall be given training to make patients and their families aware of and informed of Prime Healthcare Services, Inc.'s Financial Assistance Policy at St. Francis Medical Center.

Any planning of, and any subsequent changes to, the charity care and collection policies, and charity care services provided at St. Francis Medical Center shall be decided after consultation with the Local Governing Board of Directors.

XII.

For six fiscal years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall provide an annual amount of Community Benefit Services at St. Francis Medical Center equal to or greater than \$1,597,077 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered at its current or equivalent location:

- a. Southern California Crossroads Program;
- b. Health Benefit Resource Center;
- c. Welcome Baby Program;
- d. Healthy Community Initiatives;
- e. American Career College access for onsite training;
- f. Paramedic Training and Education; and
- g. Patient Transportation support.

The planning of, and any subsequent changes to, the community benefit services provided at St. Francis Medical Center shall be decided after consultation with the Local Governing Board of Directors.

Prime Healthcare Services, Inc.'s obligation under this Condition shall be prorated on a daily basis if the effective date of the Asset Purchase Agreement is a date other than the first day of Verity Health System of California, Inc.'s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim Average Base Period: 1982-84=100 (CPI-LA, as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at St. Francis Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Prime Healthcare Services, Inc. shall pay an amount equal to the deficiency to the California Community Foundation where the funds shall be regranted to one or more tax-exempt entities that provide community benefit services to residents in the St. Francis Medical Center's service area (30 ZIP codes), as described on page 62 in the Healthcare Impact Report authored by JD Healthcare dated June 4, 2020. (Exhibit 1.) Such payment(s) shall be made within six months following the end of such fiscal year. These funds should not be treated in an endowed matter, but instead that the funds be regranted rapidly to one or more tax-exempt entities.

XIII.

For at least ten years from the closing date of the Asset Purchase Agreement unless otherwise indicated, Prime Healthcare Services, Inc. shall maintain its contracts and any amendments and exhibits thereto with the City and/or County of Los Angeles for services, including the following:

- a. Participation in the Hospital Preparedness Program between the Hospital and Los Angeles County;
- b. Department of Mental Health Legal Entity Contract between the Hospital and Los Angeles County;
- c. Paramedic Base Hospital Services between the Hospital and Los Angeles County;
- d. Master Agreement between Los Angeles County and the Hospital for Radiation Therapy Services Radiation Therapy Services between the Hospital and Los Angeles County;
- e. Designation Agreement between the County of Los Angeles Department of Mental Health (LAC-DMH) and the Hospital and approved as a 72-hour Evaluation and Intensive Treatment facility;
- f. Affiliation Agreement for physicians in post graduate training;
- g. Trauma Center Service Agreement between the Hospital and Los Angeles County; and
- h. Paramedic Training Institute Students between the Hospital and Los Angeles County;
- i. Mental Health Service Children 's Counseling between Los Angeles County and the Hospital; and
- j. Memorandum of Understanding for Mental Health Hospital Portal between the Superior Court of California, County of Los Angeles and the Hospital.

For at least ten years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall provide to the Los Angeles County Department of Health Services and Los Angeles County of Department of Mental Health information and documents related to staffing assessments, clinical guidelines, services provided, and technology needs for St. Francis Medical Center. Such information and documents will also be provided to the Local Governing Board.

XIV.

For ten years from the closing date of the Asset Purchase Agreement, Prime Healthcare Services, Inc. shall have at St. Francis Medical Center a Local Governing Board of Directors. Prime Healthcare Services, Inc. shall consult with the Local Governing Board of Directors prior to making changes to medical services, community benefit programs, making capital expenditures, including making changes to the charity care and collection policies, and making changes to charity care services provided at St. Francis Medical Center. The members of the Local Governing Board shall include physicians from St. Francis Medical Center's medical staff, St. Francis Medical Center's Chief of Staff, one member designated by the Los Angeles County Board of Supervisors, and community representatives from St. Francis Medical Center's primary service area (30 ZIP codes), as described on page 62 in the Healthcare Impact Report authored by JD Healthcare dated June 4, 2020 attached hereto as Exhibit 1, including at least one member from a local healthcare advocacy group. Such consultation shall occur at least sixty days prior to the effective date of such changes or actions unless done so on an emergency basis. The Local Governing Board may comment on all reports and its comments will be part of the written report provided to the Attorney General.

XV.

Prime Healthcare Services, Inc. shall expend at least \$35 million for capital improvements, excluding seismic retrofit costs, at St. Francis Medical Center over the five-year period from the Closing Date, including but not limited to upgrading its electronic medical records system.

XVI.

Prime Healthcare Services, Inc. shall commit the necessary investments required to maintain OSHPD seismic compliance requirements at the Hospital through 2030 under the Alfred Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Safety. Code, § 129675-130070)

XVII.

Prime Healthcare Services, Inc. shall maintain privileges for current medical staff who are in good standing as of the closing date of the Asset Purchase Agreement. Further, the closing of the Asset Purchase Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Francis Medical Center.

XVIII.

There shall be no discrimination against lesbian, gay, bisexual, or transgender individuals at St. Francis Medical Center, and no restriction or limitation on providing or making reproductive health services available at St. Francis Medical Center, its medical office buildings, or at any of its facilities. Both of these prohibitions shall be set forth in Prime Healthcare Services, Inc.'s written policies, adhered to, and strictly enforced.

XIX.

For eleven fiscal years from the closing date of the Asset Purchase Agreement Prime Healthcare Services, Inc. shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein. The Chairman of the Board of Directors of Prime Healthcare Services, Inc. shall certify that the report is true, accurate, and complete and provide documentation of the review. The Local Governing Board may comment on all reports and its comments will be part of the written report provided to the Attorney General.

Prime Healthcare Services, Inc. will include in its annual reports a copy of the Office of Statewide Health Planning and Development's Summary Individual Disclosure Report that OSPHD produces using data audited by OSHPD. If OSHPD's Summary Individual Disclosure Report is not available then Prime Healthcare Services, Inc. must provide the full Hospital Disclosure Report.

XX.

At the request of the Attorney General, all parties listed in Condition I, Verity Health System of California, Inc., Verity Holdings, LLC, Prime Healthcare Services, Inc., and any other parties referenced in the agreements listed in Condition II shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XXI.

Once the Asset Purchase Agreement is closed, all parties listed in Condition I, and any other parties referenced in the agreements listed in Condition II are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Analysis of the Hospital's Service Area

Service Area Definition

Based on the Hospital's CY 2018 inpatient discharges, the Hospital's service area is comprised of 30 ZIP Codes from which 79% of the Hospital's inpatient discharges emanate. Approximately 54% of the Hospital's discharges originated from the top eight ZIP Codes, located in Lynwood, South Gate, Los Angeles, Bell, Compton, Bell Gardens, and Huntington Park. In CY 2018, the Hospital's market share was approximately 11% based on total area discharges.

Patient Origin, CY2018						
Patient		St. Francis	Percentage of	Cumulative		Total
ZIP	Patient City	Discharges	Discharges	Percentage	Market Share	Discharges
90262	Lynwood	3,004	13.5%	13.5%	41.9%	7,174
90280	South Gate	2,263	10.2%	23.6%	30.0%	7,543
90221	Compton	1,419	6.4%	30.0%	24.6%	5,766
90201	Bell Gardens	1,386	6.2%	36.2%	16.3%	8,482
90002	Los Angeles	1,095	4.9%	41.1%	18.8%	5,836
90255	Huntington Park	979	4.4%	45.5%	15.8%	6,191
90001	Los Angeles	958	4.3%	49.8%	16.4%	5,829
90059	Los Angeles	890	4.0%	53.8%	13.5%	6,601
90220	Compton	811	3.6%	57.5%	14.1%	5,732
90222	Compton	753	3.4%	60.9%	18.6%	4,052
90003	Los Angeles	595	2.7%	63.5%	7.5%	7,980
90723	Paramount	544	2.4%	66.0%	11.5%	4,728
90044	Los Angeles	509	2.3%	68.2%	4.2%	12,223
90650	Norwalk	380	1.7%	70.0%	3.6%	10,509
90061	Los Angeles	368	1.7%	71.6%	9.8%	3,744
90242	Downey	304	1.4%	73.0%	6.8%	4,499
90270	Maywood	- 281	1.3%	74.2%	12.7%	2,209
90706	Bellflower	246 .	1.1%	75.3%	3.3%	7,425
90805	Long Beach	230	1.0%	76.4%	2.4%	9,566
90241	Downey	206	0.9%	77.3%	5.2%	3,950
90240	Downey	78	0.4%	77.6%	3.9%	2,007
90660	Pico Rivera	70	0.3%	78.0%	1.1%	6,647
90605	Whittier	58	0.3%	78.2%	1.2%	4,658
90670	Santa Fe Springs	44	0.2%	78.4%	2.6%	1,712
90703	Cerritos	38	0.2%	78.6%	1.0%	3,962
90638	La Mirada	37	0.2%	78.8%	0.9%	4,203
90701	Artesia	35	0.2%	78.9%	1.9%	1,818
90606	Whittier	35	0.2%	79.1%	1.1%	3,294
90604	Whittier	29	0.1%	79.2%	0.8%	3,833
90603	Whittier	11	0.0%	79.2%	0.5%	2,063
Sub-Total		17,656	79.2%	79.2%	10.8%	164,236
All Other		4,624	20.8%	100%		
Grand Total		22,280	100.0%			