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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,
Plaintiff,

vs.

IQOR HOLDINGS INC., a Delaware
Corporation; IQOR US INC., a Delaware
Corporation; IQOR HOLDINGS US INC., a
Delaware Corporation; and ALLIED
INTERSTATE, LLC, a Minnesota Limited
Liability Company;
Defendants.

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 30 2018

Sherri R. Carter, Executive Officer/Clerk
By C. Wilson, Deputy

Case No. BC633831

STIPULATED FINAL JUDGMENT

1 The PEOPLE of the State of California, through its attorneys JACKIE LACEY, District
2 Attorney of Los Angeles County, by Head Deputy Stanley Williams; MICHAEL A. HESTRIN,
3 District Attorney of Riverside County, by Sr. Deputy District Attorney Elise Farrell, SUMMER
4 STEPHAN, District Attorney of San Diego County, by Deputy District Attorney Colleen E.
5 Huschke, and JEFFREY ROSEN, District Attorney of Santa Clara County, by Supervising
6 Deputy District Attorney Yen Dang; EDWARD S. BERBERIAN, JR., District Attorney of
7 Marin County, by Deputy District Attorney Andres Perez, DEAN FLIPPO, District Attorney of
8 Monterey County, by Assistant District Attorney Anne Michaels, TONY RACKAUKAS,
9 District Attorney of Orange County, by Senior Deputy District Attorney Tracy Hughes, R.
10 SCOTT OWENS, District Attorney of Placer County, by Senior Deputy District Attorney Jane
11 Crue, ANNE MARIE SCHUBERT, District Attorney of Sacramento County, by Supervising
12 Deputy District Attorney Douglas Whaley, MICHAEL RAMOS, District Attorney of San
13 Bernardino County, by Lead Deputy District Attorney Douglas Poston, TORI VERBER
14 SALAZAR, District Attorney of San Joaquin County, by Deputy District Attorney Celeste
15 Kaisch, STEPHEN M. WAGSTAFFE, District Attorney of San Mateo County, by Deputy
16 District Attorney In Charge John Wilson, JEFF ROSELL, District Attorney of Santa Cruz
17 County, by Assistant District Attorney Edward Browne, STEPHANIE BRIDGETT, District
18 Attorney of Shasta County, by Senior Deputy District Attorney Anand Jesrani, KRISHNA
19 ABRAMS, District Attorney of Solano County, by Deputy District Attorney Diane Newman,
20 JILL R. RAVITCH, District Attorney of Sonoma County, by Deputy District Attorney Matthew
21 Cheever; GREGORY D. TOTTEN, District Attorney of Ventura County, by Senior Deputy
22 District Attorney Margaret Coyle, JEFF RESIG, District Attorney of Yolo County, by Deputy
23 District Attorney Lawrence Barlly, (hereinafter collectively referred to as the "PEOPLE") and
24 IQOR HOLDINGS INC. ("IQOR HOLDINGS"), a Delaware Corporation, IQOR US INC.
25 ("IQOR US"), a Delaware Corporation, IQOR HOLDINGS US LLC ("IQOR HOLDINGS
26 US"), a Delaware Limited Liability Company, formerly known as IQOR HOLDINGS US INC.,
27 a Delaware Corporation, and ALLIED INTERSTATE, LLC ("ALLIED"), a Minnesota Limited
28 Liability Company (hereinafter, IQOR HOLDINGS, IQOR US, IQOR HOLDINGS US and

1 ALLIED are collectively referred to as "IQOR"), by and through their counsel of record, having
2 stipulated to the entry of this Stipulated Final Judgment (the "Judgment") for settlement
3 purposes only, without the taking of proof, without this Judgment constituting evidence against
4 or an admission of any party regarding any issue of law or fact, or liability or damages, alleged
5 in the Second Amended Complaint ("Complaint") in this action; all parties having waived the
6 right to appeal; and the Court having considered the pleadings and good cause appearing:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

8
9 **JURISDICTION AND VENUE**

10 1. This action is brought under the laws of the State of California. This Court has
11 jurisdiction over the allegations and subject matter of the PEOPLE's Complaint filed in this
12 action and the parties to this action. Venue is proper in this county, and this Court has
13 jurisdiction to enter this Judgment. This Judgment is entered pursuant to and subject to
14 California Business and Professions Code, Section 17200 *et seq.*

15 **APPLICABILITY**

16 2. Except as otherwise provided in this Judgment, the provisions of this Judgment are
17 applicable to IQOR and IQOR's successors and assigns only to the extent each is responsible for
18 making, overseeing, supervising or directing debt collection calls by ALLIED to California
19 residents. As used in this Judgment, the term "California Resident" refers to an individual who,
20 according to ALLIED'S records, has an address with a zip code for a location within the State of
21 California at the time a debt collection call is made to him or her by ALLIED.

22 **INJUNCTION**

23 3. Pursuant to Business and Professions Code Section 17203, and for the period
24 commencing upon the date of entry of this Judgment and ending ten (10) years after the date of
25
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entry of this Judgment, IQOR is enjoined from violating the following laws in making or directing debt collection calls by ALLIED to California Residents:

- a. the Rosenthal Fair Debt Collection Practices Act, Civil Code § 1788 *et seq.* (“RFDCPA”);
- b. the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”);
- c. the California Constitution, Article I, Section I, Right to Privacy (“Right to Privacy”); and
- d. the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”).

(Collectively, the RFDCPA, FDCPA, Right to Privacy and TCPA are referred to herein as the “Subject Laws”.) In any subsequent action by the PEOPLE alleging a violation of the injunction set forth in this Section 3, IQOR shall have the right to assert any and all defenses available to IQOR under applicable law and nothing in the Judgment is intended to nor shall be construed to limit or foreclose IQOR’s right to assert any such available defenses.

CONDUCT PROVISIONS

4. For the period commencing 75 days from the date of entry of this Judgment and ending five (5) years after the date of entry of this Judgment, IQOR shall implement and maintain policies and procedures designed to prevent debt collection calls by ALLIED to any California Resident “with such frequency as to be unreasonable and to constitute harassment” to the California Resident “under the circumstances.” Cal. Civ. Code § 1788.11(e).

5. For the period commencing 75 days after the date of entry of this Judgment and ending five (5) years after the date of entry of this Judgment, IQOR shall cease all debt collection calls about a specific debt account (as determined by reference to the unique account number or other identifier assigned to the debt account by ALLIED at the time of placement of the account with ALLIED for collection (the “ALLIED account number”)) by ALLIED to a telephone number identified by a call recipient, whether orally as part of a live communication

1 with ALLIED or by written or electronic communication received by ALLIED, as the “wrong
2 number” for the California Resident ALLIED is attempting to reach about his or her specific
3 debt account within a reasonable time (not to exceed one (1) business day if the identification is
4 made by the call recipient as part of a live telephone call with ALLIED and not to exceed three
5 (3) business days if the identification is made by the call recipient through any other means or
6 method) of ALLIED’S receipt of such a “wrong number” identification from the call recipient.
7 Notwithstanding the foregoing, in any subsequent action alleging a violation of this Section 5,
8 IQOR or ALLIED may demonstrate the absence of a violation by showing that the identification
9 of the number as a wrong number was not correct at the time it was made.

10 6. For the period commencing 75 days after the date of entry of this Judgment and
11 ending five (5) years after the date of entry of this Judgment, IQOR shall (a) create and maintain
12 an electronic record or tag identifying the telephone number of each California Resident who
13 requests, whether orally as part of a live communication with ALLIED or by written or
14 electronic communications received by ALLIED, that ALLIED not call or stop calling him or
15 her at a telephone number about his or her debt account (as determined by reference to the
16 ALLIED account number); and (b) cease all calls to the California Resident about his or her debt
17 account (as determined by reference to the ALLIED account number) at the telephone number
18 identified as part of the California Resident’s do-not-call or stop-calling request within a
19 reasonable time (not to exceed one (1) business day if the request is made by the California
20 Resident as part of a live telephone call with ALLIED and not to exceed three (3) business days
21 if the request is made by the California Resident through any other means or method) of
22 ALLIED’S receipt of the request from the California Resident. Notwithstanding the foregoing,
23 in the event (and only in the event) the California Resident provides consent or permission to
24 call him or her at a specific telephone number(s) about the California Resident’s specific debt
25 account subsequent to his or her do-not-call or stop-calling request, then ALLIED may resume
26 calls to him or her at that telephone number(s) subject to any later do-not-call or stop-calling
27 requests by the California Resident.
28

1 7. For the period commencing 75 days after the date of entry of this Judgment and
2 ending five (5) years after the date of entry of this Judgment, IQOR shall conduct a monthly
3 review of a randomly-selected sample of outbound debt collection calls from the preceding
4 month to California Residents by ALLIED where actual contact, either in the form of a live
5 communication between the California Resident and ALLIED or a voicemail message delivered
6 by ALLIED to the California Resident, was made between ALLIED and the California Resident
7 to assess the ALLIED's compliance with the terms of Section 3 above. The monthly randomly-
8 selected sample shall consist of the lesser of 500 or all of such outbound debt collection calls
9 made by ALLIED during the preceding month. Records of each monthly review, including
10 records and recordings of the reviewed calls, shall be maintained by IQOR for a minimum of
11 five (5) years from date of the review.

12 8. For the period commencing 75 days after the date of entry of this Judgment and
13 ending five (5) years after the date of entry of this Judgment, IQOR shall maintain records
14 sufficient to identify, for each outbound debt collection call made by ALLIED to a California
15 Resident, the name of the California Resident called, the telephone number called, the date and
16 time of the call, the result of the call, the ALLIED account number and client account number
17 for the account ALLIED was calling about, the mode of dialing of the call (*e.g.*, manual,
18 preview, predictive, HCI or other), and any data or other information provided to ALLIED by
19 ALLIED's client or the California Resident reflecting consumer consent to call the telephone
20 number.

21 9. For the period commencing 75 days after the date of entry of this Judgment and
22 ending five (5) years after the date of entry of this Judgment, IQOR shall maintain records
23 sufficient to identify all complaints handled by ALLIED's consumer advocacy group or through
24 ALLIED's consumer complaints hotline from, or on behalf of, any California Resident
25 concerning outbound debt collection calls made by ALLIED. The records shall contain, to the
26 extent known to ALLIED, the name of the California Resident making the complaint (or on
27 whose behalf the complaint is made) and his or her addresses, telephone number, ALLIED
28 account number as reflected in ALLIED's systems of record at the time of ALLIED's receipt of

1 the complaint, a summary of the subject matter of the complaint, the date of the complaint, the
2 date of the complained-about call, a summary of the resolution of the complaint, and a summary
3 of any ALLIED agent discipline or coaching undertaken in response to the complaint.

4 10. For the period commencing 75 days after the date of entry of this Judgment and
5 ending five (5) years after entry of this Judgment, IQOR shall conduct training of all ALLIED
6 agents who make outbound debt collection calls to California Residents about compliance with
7 the provisions of Section 3 above in connection with such calls. Each ALLIED agent who
8 makes such outbound debt collection calls to California Residents shall receive such training
9 before making outbound debt collection calls to California Residents for ALLIED and on a
10 yearly basis thereafter. IQOR shall maintain records of all training provided pursuant to this
11 Section 10, including copies of all training materials used in each program and electronic or
12 other records sufficient to identify the participants in each training and the date(s) of his or her
13 participation, for a period of five (5) years after the date of the training program.

14 11. In any subsequent action by the PEOPLE alleging a violation of the Conduct
15 Provisions set forth in Sections 4 through 10 above, IQOR shall have the right to assert any and
16 all defenses and nothing in the Judgment is intended to nor shall be construed to limit or
17 foreclose IQOR's right to assert any applicable defenses.

18 **THIRD-PARTY AUDIT PROVISIONS**

19 12. Within ninety (90) days of the date of entry of this Judgment, IQOR shall retain, at
20 its sole expense, an independent third party auditor ("Auditor") to audit, on an annual basis for
21 five (5) years after the date of entry of this Judgment, (a) IQOR's maintenance and
22 implementation of reasonable and adequate policies and procedures to comply with the
23 provisions of Section 3 above in connection with outbound debt collection calls to California
24 Residents made by ALLIED beginning 75 days after the date of entry of this Judgment, and (b)
25 IQOR's compliance, in all material respects, with the provisions of Sections 4 through 10 above
26 (collectively, the "Audit Subjects"). The Auditor will develop and conduct the annual audit
27 according to a protocol designed by the Auditor to assess IQOR's compliance with the Audit
28

1 Subjects during the audit period. The first annual audit will occur twelve (12) calendar months
2 after the date of entry of this Judgment and the remaining four audits will occur at regular yearly
3 intervals thereafter.

4 13. Within sixty (60) days after receipt by IQOR of each annual compliance audit
5 report (or at such other time as the PEOPLE and IQOR may agree in writing or the Court may
6 permit), IQOR shall provide the PEOPLE with a written plan to address any compliance
7 deficiencies identified in the compliance audit report or a written explanation for why such
8 compliance is not possible or practicable. And, within ninety (90) days after provision of such a
9 plan to the PEOPLE (or such other time as the PEOPLE and IQOR may agree in writing or this
10 Court may permit), IQOR shall provide the PEOPLE with written certification confirming the
11 implementation of any such corrective action plan.

12 **MONETARY RELIEF**

13
14 14. By no later than October 1, 2018 (or fourteen (14) days after the date of entry of
15 this Judgment if such entry occurs after September 30, 2018), IQOR shall pay by separate check
16 (or wire transfer upon instructions to be provided to IQOR, in writing, by the PEOPLE) to the
17 entities listed below as costs of investigation in the total amount of \$1,000,000, which shall be
18 payable as follows:

- 19 a. \$150,000 made payable to the San Diego County District Attorney's Office;
20 b. \$150,000 made payable to the Riverside County District Attorney's Office;
21 c. \$150,000 made payable to the Santa Clara County District Attorney's Office;
22 d. \$150,000 made payable to the Los Angeles County District Attorney's Office;
23 e. \$250,000 made payable to the Consumer Protection Prosecution Trust Fund;

24 and

25 f. \$150,000 made payable to the California Attorney General's Privacy and Piracy
26 Fund.

27 15. Pursuant to Business and Professions Code section 17206, IQOR shall pay, by
28 checks or wire transfers (upon instructions to be provided to IQOR, in writing, by the PEOPLE)

1 made payable to the Riverside County District Attorneys' Office, civil penalties in the amount
2 \$8,000,000 in the following installments: \$1,500,000 due no later than October 1, 2018 (or
3 fourteen (14) days after the date of entry of this Judgment if such entry occurs after September
4 30, 2018), \$2,500,000 due no later than April 1, 2019 and \$4,000,000 due no later than October
5 1, 2020. The Riverside County District Attorneys' shall be responsible for dividing and
6 distributing these amounts between and among the PEOPLE according to agreements between
7 them, and IQOR shall have no responsibility or liability to the PEOPLE arising from or relating
8 to any (a) failure to divide or distribute these amounts, or (b) any dispute between the PEOPLE
9 about the division or distribution of these amounts.

10 16. If IQOR fails to make timely and full payment of any payment within ten (10)
11 business days of the deadlines set forth in Sections 14 or 15, then IQOR shall pay interest upon
12 the unpaid balance of the past due payment amount at the post-judgment legal rate of interest
13 (currently, ten percent (10%) simple interest per annum) from the date of the expiration of the
14 ten (10) business day grace period until the date of payment of the past due balance. Further, in
15 the event that IQOR fails to make timely and full payment of any payment (including any
16 accrued interest) within thirty (30) calendar days of the deadlines set forth in Sections 14 or 15
17 above, then (a) IQOR shall be deemed immediately in default of all of its remaining future
18 payment obligations under this Judgment, (b) all future payments shall become immediately due
19 and payable to the PEOPLE by IQOR pursuant to this Judgment, (c) IQOR shall pay interest
20 upon the amount of such future payments at the post-judgment legal rate of interest (currently,
21 ten percent (10%) simple interest per annum) from the date of the default until the date payment
22 of the amount of such remaining future payments, and (d) the PEOPLE shall be entitled to seek,
23 on noticed motion subject to any defenses available to IQOR, the immediate entry of a separate
24 judgment against IQOR for all remaining amounts due (including any accrued interest).

17. All payments made pursuant to this Judgment (excepting those made by wire transfer upon instructions to be provided to IQOR, in writing, by the PEOPLE) and all correspondence and notices required in conjunction with the Judgment shall be delivered to:

Timothy Brown
Riverside County District Attorney
3960 Orange St.
Riverside, CA 92501

DISCLAIMERS OF ADMISSION OF LIABILITY OR VIOLATIONS OF LAW

18. This Judgment is not, and should not be construed as, (a) an admission of fact, liability, wrongdoing, misconduct, or illegal acts by any party, (b) a finding of fact, law, liability, wrongdoing, misconduct, or illegal acts as alleged in the complaint against any party by the Court, or (c) an admission of fact or law that IQOR US, IQOR HOLDINGS US or IQOR HOLDINGS is or was a proper party to this action as IQOR expressly denies that IQOR US, IQOR HOLDINGS US or IQOR HOLDINGS is or was such a proper party. This Judgment was entered into as a result of a stipulation of the parties for settlement purposes only, without any admissions or findings of fact or law with respect to any of the claims and allegations alleged in the Complaint. Neither this Judgment nor any payment pursuant to this Judgment may be used as evidence of any wrongdoing, misconduct, illegal acts or liability of any sort relating to IQOR, or that IQOR US, IQOR HOLDINGS US or IQOR HOLDINGS is or was a liable or potentially liable for any of the acts or omissions alleged in this action. This Judgment also is not an order of any state agency, regulator, commission or other governmental authority that supervises IQOR.

RES JUDICATA EFFECT OF THIS JUDGMENT

19. This Judgment shall have res judicata effect and shall bar any action by the PEOPLE against IQOR, including without limitation any parents, subsidiaries, directors, officers, employees, representatives, agents and successors or assigns of IQOR, asserting any claims arising prior to the date of entry of this Judgment for violation of Business and Professions Code Sections 17200 or 17500, the TCPA, the RFDCPA, the FDCPA, the Right to

1 Privacy or any other law arising out of or relating to acts or omissions of IQOR in connection
2 with outbound debt collection calls made by ALLIED to California Residents.

3 20. Nothing herein precludes or affects the PEOPLE's right to determine and ensure
4 compliance with this Judgment, or to seek enforcement or penalties under Section 17200 *et seq.*
5 in event of future violations of law by IQOR arising after the date of entry of this Judgment.

6
7 **ADMINISTRATIVE PROVISIONS**

8 21. IQOR shall provide each of its current officers, directors and compliance
9 committee members who have duties or responsibilities with respect to overseeing, supervising
10 or directing debt collection calls by ALLIED to California Residents with a copy of this
11 Judgment within thirty (30) days of the date of its entry, and maintain electronic or other records
12 sufficient to evidence such provision for a period of five (5) years after the date of entry of this
13 Judgment. For a period of five (5) years from the date of entry of this Judgment, IQOR shall
14 also provide each of its future officers, directors and compliance committee members who have
15 duties or responsibilities with respect to overseeing, supervising or directing debt collection calls
16 by ALLIED to California Residents with a copy of this Judgment within thirty (30) days of the
17 date of his or her hiring, election or appointment as an officer, director or compliance committee
18 member, and maintain electronic or other records sufficient to evidence such provision for a
19 period of five (5) years thereafter.

20 22. Except as expressly permitted in Business and Professions Code Section 17207,
21 this Judgment confers no rights or obligations on any third parties or persons not party to this
22 Judgment.

23 23. All references to days shall be interpreted to mean calendar days, unless otherwise
24 noted. To the extent any deadline or date in this Judgment falls on a weekend or legal holiday,
25 the deadline or date shall be extended to the next business day that is not a weekend day or legal
26 holiday.

1 **REQUESTS FOR INFORMATION TO VERIFY COMPLIANCE**

2 24. Except as otherwise provided in this Judgment, IQOR shall retain electronic or
3 other records required to be generated or maintained by this Judgment for a period of five (5)
4 years from the date of entry of this Judgment or two (2) years from the date of creation of the
5 electronic or other record, whichever period is longer. During the period commencing on the
6 date of entry of this Judgment and ending five (5) years after the date of entry of this Judgment,
7 the PEOPLE may make a written request to IQOR for non-privileged documents or information
8 showing its compliance with the injunctive or conduct provisions of this Judgment. IQOR shall
9 provide such non-privileged documents or information within sixty (60) days after receipt of the
10 request unless otherwise agreed-to by the parties or ordered by this or another court. If IQOR
11 believes, in good faith, that it cannot produce the requested non-privileged documents or
12 information within sixty (60) days after its receipt of the PEOPLE's request, then IQOR shall
13 request an extension from the PEOPLE within thirty (30) days of its receipt of the PEOPLE's
14 request and identify the time period IQOR reasonably anticipates will be required to complete
15 production. If the PEOPLE and IQOR cannot agree-upon an extension or the scope of
16 production after good faith meet and confer efforts, then IQOR may seek appropriate relief from
17 this or another court. To the extent the non-privileged documents or information IQOR provides
18 to the PEOPLE contain personally identifying or financial information concerning any person or
19 contain confidential business or non-public proprietary information relating to IQOR or any of
20 ALLIED'S clients, IQOR may designate such information as confidential. In the event of such
21 designation, the PEOPLE shall, unless otherwise agreed-to by the parties or ordered by this or
22 another court, maintain all designated documents and information as confidential to the same
23 extent as required by the terms of Amended Protective Order entered by the Court in this action.

24 **RETENTION OF JURISDICTION**

25
26 25. Jurisdiction is retained by the Court for the purpose of enabling any party to the
27 Judgment to apply to the Court at any time for such further orders and directions as may be
28 necessary and appropriate for the construction or carrying out of the injunctive, conduct or other

1 provisions of this Judgment, for the modification, release, or dissolution of any injunctive or
2 conduct provisions contained in this Judgment, and for the enforcement of compliance with this
3 Judgment or the punishment of violations of the Judgment.

4 26. To the extent any future statutory or regulatory change make IQOR's obligations
5 less stringent than those provided for in this Judgment, then IQOR may apply to this Court, on
6 noticed motion, for the modification, release or dissolution of any of the injunctive or conduct
7 provisions contained in this Judgment.

8 27. The injunctive provisions of this Judgment in Section 3 do not relieve IQOR of
9 any other obligations and duties imposed by law.

10 28. The Clerk shall enter this Final Judgment, consisting of 17 pages, forthwith.

11
12
13 Dated: 04 30, 2018

BARBARA M. SCHEPER
JUDGE OF THE SUPERIOR COURT
COUNTY OF LOS ANGELES

Appendix A

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