

1 GOODIN, MACBRIDE, SQUERI,  
DAY & LAMPREY, LLP  
2 Wayne T. Lamprey, Bar No. 095408  
wlamprey@goodinmacbride.com  
3 Francine T. Radford, Bar No. 168269  
fradford@goodinmacbride.com  
4 Keith E. Johnson, Bar No. 202321  
kjohnson@goodinmacbride.com  
5 505 Sansome Street, Suite 900  
San Francisco, California 94111  
6 Telephone: (415) 392-7900  
Facsimile: (415) 398-4321

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By L. Gutierrez  
Deputy Clerk

7 LEVINE, BLASZAK, BLOCK & BOOTHBY, LLP  
8 Henry D. Levine  
Justin G. Castillo, Bar No. 248169  
9 2001 L Street, N.W., Suite 900  
Washington, DC 20036  
10 Telephone: (202) 857-2550  
Facsimile: (202) 223-0833

DEPARTMENT  
ASSIGNMENTS  
Case Management 44  
Law and Motion 53  
Minors Compromise 45

11 Attorneys for Qui Tam Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 COUNTY OF SACRAMENTO

14 State of California [Additional Plaintiffs  
15 Listed On Exhibit A hereto], ex rel.  
ONTHEGOWIRELESS LLC;

Case No. 34-2012-00127517

**COMPLAINT FOR VIOLATIONS OF  
CALIFORNIA FALSE CLAIMS ACT  
AND UNFAIR BUSINESS PRACTICES**

16 Plaintiffs,

**[UNDER SEAL]**

17 v.

18 CELLCO PARTNERSHIP DBA  
19 VERIZON WIRELESS, a Delaware  
general partnership; NEXTEL OF  
20 CALIFORNIA, INC., d/b/a SPRINT  
NEXTEL AND NEXTEL  
21 COMMUNICATIONS, a Delaware  
Corporation; SPRINT SOLUTIONS, INC.,  
22 a Delaware corporation; T-MOBILE USA,  
a Delaware corporation; NEW  
23 CINGULAR WIRELESS NATIONAL  
ACCOUNTS, LLC, d/b/a CINGULAR  
24 WIRELESS n/k/a AT&T MOBILITY  
NATIONAL ACCOUNTS LLC, a  
25 Delaware limited liability company; and  
Does 1-10;

26 Defendants.

**INTRODUCTION**

1  
2 1. This action is brought by Qui Tam Plaintiff OnTheGo Wireless LLC  
3 (“OnTheGo” or “Qui Tam Plaintiff”) on behalf of the State of California and its agencies and  
4 political subdivisions (the “Government Plaintiffs”) who are customers of Defendants and who  
5 have been damaged as a result of the conduct alleged below, pursuant to the “qui tam” provisions  
6 of the California False Claims Act, California Government Code Sections 12650, et seq. (the  
7 “False Claims Act”), and California Business & Professions Code section 17200 (the “Unfair  
8 Business Practices Act”).

9 2. The False Claims Act provides that an individual or entity that submits  
10 false or fraudulent claims for payment to the State of California or any political subdivision  
11 thereof is liable for three times the amount of any damages sustained as a result, as well as civil  
12 penalties of up to \$10,000 for each false and fraudulent claim submitted.

13 3. The Unfair Business Practices Act prohibits unlawful, unfair and/or  
14 fraudulent business practices as alleged herein, and entitles the Government Plaintiffs to  
15 injunctive relief and restitution.

16 **PARTIES**

17 4. Qui Tam Plaintiff OntheGo is a California limited liability company with  
18 its principal place of business in San Ramon, California.

19 5. The Government Plaintiffs are the State of California and its agencies and  
20 political subdivisions who are customers of Defendants with contracts for wireless  
21 telecommunications services that required Defendants to provide rate plan optimization, as  
22 further alleged below. Qui Tam Plaintiff is informed and believes and based thereon alleges that  
23 each of the parties listed on Exhibit A to the Complaint is a Government Plaintiff.

24 6. Defendant Cellco Partnership dba Verizon Wireless (“VERIZON”) is a  
25 Delaware general partnership and the largest wireless communications provider in the United  
26 States. Its principal place of business is in New Jersey.

27 7. Defendant Nextel of California, Inc., d/b/a Nextel Communications and  
28 Sprint Nextel, is a Delaware corporation with its principal place of business in California.

1           8. Defendant Sprint Solutions, Inc. is a Delaware corporation with its  
2 principal place of business in Kansas. Sprint Solutions, Inc. and Nextel of California, Inc. are  
3 hereafter referred to collectively as "SPRINT."

4           9. Defendant T-Mobile USA ("T-MOBILE") is a Delaware corporation with  
5 its principal place of business in the state of Washington.

6           10. Defendant New Cingular Wireless National Accounts, LLC d/b/a Cingular  
7 Wireless, now known as AT&T Mobility National Accounts LLC, a Delaware limited liability  
8 company ("AT&T"), has its principal place of business in Georgia.

9           11. Qui Tam Plaintiff is ignorant of the true names and capacities of  
10 Defendants sued herein as Does 1-10, inclusive, and therefore sues these Defendants by such  
11 fictitious names. Qui Tam Plaintiff will amend this complaint to allege the true names and  
12 capacities of these Defendants when ascertained. Qui Tam Plaintiff is informed and believes that  
13 each of the fictitiously named Defendants is legally liable as alleged herein.

14           12. VERIZON, SPRINT, T-MOBILE, AT&T and Does 1-10 are referred to  
15 collectively herein as "Defendants" or "Defendant Carriers."

16                           **THE FRAUDULENT SCHEME AND FALSE CLAIMS**

17           13. Since at least 2005, the Government Plaintiffs purchased mobile phone and  
18 related wireless services from Defendant Carriers under a series of contracts. Service for  
19 hundreds of thousands of lines was purchased and over a billion dollars was spent by the  
20 Government Plaintiffs pursuant to these contracts.

21           14. The form and basic terms of the contracts involved were uniform in all  
22 material respects. All required Defendants to "optimize" each customer's rate plan selections.  
23 "Optimization" means the periodic assessment of rate plans for each line in service in order to  
24 ensure that each line is subscribed to the plan that yields the lowest possible cost. Government  
25 customers, just like individual consumers, choose between competing rate plans and often select a  
26 plan that include too few base minutes (with the result that they end up paying "overage"  
27 charges), or a plan that has too many base minutes (with the result that they pay a higher base  
28 charge than needed). Optimization addresses this problem as it entails the periodic review of

1 usage data, evaluation of available rate plans and switching plans of individual users in order to  
2 achieve the lowest cost for each user. Periodic optimization consistently results in savings of  
3 twenty to thirty percent.

4 15. As larger customers have learned the value of optimization, they have  
5 begun requiring that their wireless service contracts include a provision obligating the carriers to  
6 provide it. But rate plan optimization, by reducing costs to customers, reduces carrier revenues  
7 by a corresponding amount without materially cutting the carriers' costs, thus reducing profits. In  
8 the face of customer demand, the carriers have agreed to optimize, but in the case of the  
9 Defendant Carriers' contracts with the Government Plaintiffs, they did not in fact provide this  
10 important and bargained for cost-cutting service as promised. Instead, they continued to falsely  
11 bill for their services as if they had optimized, as alleged below.

12 16. In or about 2005, California established a bidding process for carriers who  
13 wished to provide wireless services to the State and local entities. In a Request for Proposals  
14 ("RFP") the State specifically required that bidding carriers agree to optimize rate plan selections  
15 for government customers. Defendants each agreed to provide optimization as part of their  
16 proposals, giving rise to an express contractual requirement that Defendants optimize. In a clear  
17 statement of its own understanding of the contracts and carriers' obligations, the State agency that  
18 negotiated the contracts and managed them for State and local agencies -- the Department of  
19 Government Services ("DGS") -- advised and reiterated in "User Instructions" incorporated into  
20 the contracts that the Defendant Carriers were obligated to optimize. The User Instructions  
21 declared that "[o]ne of the contract's goals is to ensure that each subscriber is utilizing the most  
22 appropriate plan. This includes identifying subscribers that may be consistently incurring overage  
23 charges, and therefore should move to a plan with more minutes, or subscribers consistently  
24 underutilizing a plan, and therefore should move to a plan with less minutes." The DGS then  
25 expressly stated that, "[a]fter the initial plan assignment, both contractors will routinely identify  
26 those users that are not on the most optimized plan and work with the DGS Contract Manager to  
27 place the user on the most optimized plan."  
28

1           17.     Beginning in 2010, California began to utilize contracts negotiated under  
2 the auspices of the "Western States Contracting Alliance," or "WSCA." The WSCA wireless  
3 contracts were the product of a public bid process including an initial Request for Proposals, to  
4 which the carriers responded with proposals. As with the earlier California contracts, the WSCA  
5 RFP required that responding carriers agree to optimize the rate plans selected by government  
6 customers. Among the things the responding carriers were required to do in order to provide  
7 wireless services "at the lowest cost available" was to provide quarterly "[O]ptimization reports .  
8 . . to ensure that each subscriber is utilizing the most appropriate plan."

9           18.     Each and every one of the Defendant Carriers agreed to comply with the  
10 requirement to optimize, which obligation became a part of their corresponding contracts with the  
11 Government Plaintiffs. VERIZON agreed to "provide the quarterly optimization report." AT&T  
12 agreed to "comply with this requirement." T-MOBILE, "[Agreed] to provide this type of  
13 reporting." And SPRINT agreed to "develop report templates to meet these specific  
14 requirements."

15           19.     As with the earlier wireless contracts, the DGS then issued "User  
16 Instructions" advising State agencies and local entities of the process to follow to obtain wireless  
17 services pursuant to the contract, and setting out certain key terms. The User Instructions issued  
18 by DGS are incorporated into the contract and state:

19           The most current User Instructions and California General  
20 Provisions, products and/or services and pricing are included  
21 herein. All purchase orders issued under this contract incorporate  
22 the following User Guide and California General Provisions.

23           .....  
24           Para. 9. Rate Plan Selection: One of the contract's goals is to  
25 ensure that each subscriber is utilizing the most appropriate plan.  
26 This includes identifying subscribers that may be consistently  
27 incurring overage charges, and therefore should move to a plan with  
28 more minutes, or subscribers consistently underutilizing a plan, and  
therefore should move to a plan with less minutes.

1 ...  
2 Para. 9D. Optimization: After the initial plan assignment, both  
3 contractors will routinely identify those users that are not on the  
4 most optimized plan and work with the DGS Contract Manager to  
5 place the user on the most optimized plan.

6 20. After the WSCA wireless contracts were in place, California and many  
7 local entities elected to purchase service under them. The Qui Tam Plaintiff is informed and  
8 believes and based thereon alleges that the Government Plaintiffs purchased over 400,000 lines of  
9 service with the Defendant Carriers pursuant to the contracts.

10 21. Notwithstanding the fact that optimization was a material term of the  
11 contracts in question, and the fact that Defendant Carriers secured contracts for hundreds of  
12 thousands of lines of service based in material part on their obligation to routinely optimize the  
13 Government Plaintiffs' rate plans, Defendants did not do so.

14 22. Defendants have submitted false and fraudulent claims to the  
15 Government Plaintiffs and each of them from approximately October 2005 to the present.  
16 Defendants sent bills each month, impliedly certifying that all of the services required by the  
17 underlying contracts had been provided, when in fact a critical cost-saving service - optimization  
18 - had not been performed, and overstating the amount due.

19 23. As a foreseeable and proximate result of the knowing and unlawful actions  
20 of the Defendant Carriers, the Government Plaintiffs have been overcharged and sustained  
21 damages in excess of \$500 million.

22 24. Except as alleged herein, the facts concerning Defendants' violations of the  
23 False Claims Act are exclusively within their custody and control, and not available to the Qui  
24 Tam Plaintiff. Defendants concealed their failure to optimize Government Plaintiffs' rate plans.

25 **FIRST CLAIM FOR RELIEF**  
26 **Violation of the California False Claims Act**  
27 **California Government Code Section 12651(a)(1)**

28 25. The allegations contained in paragraphs 1 through 24 are incorporated in  
full as if set forth herein.

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26. This is a claim for treble damages and forfeitures under the False Claims Act, Cal. Gov't Code §§12650 et seq.

27. Through the acts described above, the Defendants, their agents and employees, knowingly presented and caused to be presented false and fraudulent claims to the Government Plaintiffs, and knowingly failed to disclose material facts, in order to obtain payment and approval from the Plaintiffs.

28. The Government Plaintiffs, unaware of the falsity of the claims made and submitted by the Defendants, their agents, and employees, and as a result thereof, paid money that they otherwise would not have paid.

29. By reason of the payments made by the Government Plaintiffs as a result of the Defendants' fraud, the Government Plaintiffs suffered at least \$500 million in damages and continue to be damaged.

30. Wherefore, Qui Tam Plaintiff prays for relief as set forth below.

**SECOND CLAIM FOR RELIEF**  
**Making False Records in Violation of the California False Claims Act**  
**California Government Code Section 12651(a)(2)**

31. The allegations contained in paragraphs 1 through 30 are incorporated in full as if set forth herein.

32. This is a claim for treble damages and forfeitures under the False Claims Act, Cal. Gov't Code §§12650 et seq.

33. Through the acts described above, the Defendants, their agents and employees, knowingly made, used, and caused to be made and used false records and statements, which also omitted material facts, in order to induce the Government Plaintiffs to approve and pay false and fraudulent claims.

34. The Government Plaintiffs, unaware of the falsity of the records, statements, and claims made and submitted by the Defendants, their agents, and employees, and as a result thereof, paid money that they otherwise would not have paid.

1                   35. By reason of the payments made by the Government Plaintiffs as a result of  
2 the Defendants' fraud, the Government Plaintiffs have suffered at least \$500 million in damages  
3 and continue to be damaged.

4                   Wherefore, Qui Tam Plaintiff prays for relief as set forth below.

5                   **THIRD CLAIM FOR RELIEF**

6                   **Unfair Business Practices**

7                   **California Business & Professions Code Section 17200 et seq.**

8                   36. The allegations contained in paragraphs 1 through 35 are incorporated in  
9 full as if set forth herein.

10                  37. At all relevant times, Defendants were engaged in "business practices" as  
11 that phrase is defined in the California Unfair Business Practices Act (Cal. Bus. & Prof. Code  
12 section 17200 et seq.).

13                  38. Defendants' business practices constitute unfair competition within the  
14 meaning of Business and Professions Code section 17200, being unlawful, unfair and/or  
15 fraudulent within the meaning of the statute in that, among other reasons Defendants have failed  
16 to optimize the Government Plaintiffs' rate plans, enabling Defendants' to receive substantial  
17 overpayments under their contracts.

18                  39. As a direct and proximate result of their unlawful, unfair and/or fraudulent  
19 business practices, Defendants have acquired and will continue to acquire substantial revenues  
20 from the Government Plaintiffs in the form of overpayments. The Government Plaintiffs are  
21 entitled to disgorgement and restitution of Defendants' ill-gotten gains pursuant to Business and  
22 Professions Code section 17203.

23                  40. The Government Plaintiffs are further entitled, pursuant to Business and  
24 Professions Code § 17200 et seq., to an injunction enjoining Defendants from continuing their  
25 illegal practices.

26                  Wherefore, Qui Tam Plaintiff prays for relief as set forth below.  
27  
28



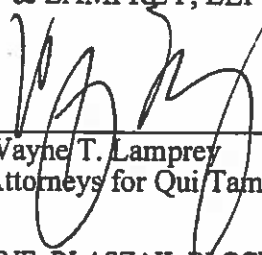
**PRAYER FOR RELIEF**

1  
2 Qui Tam Plaintiff prays for judgment against the Defendants, and each of them, as  
3 follows:

- 4 1. For damages in an amount equal to three times the amount of damages the  
5 Government Plaintiffs sustained as a result of the Defendants' unlawful conduct;  
6 2. For civil monetary penalties for each false and fraudulent claim submitted  
7 to the Government Plaintiffs;  
8 3. For an order directing Defendants to make full restitution;  
9 4. For a permanent injunction enjoining the Defendants from violating the  
10 False Claims Act and the Unfair Business Practices Act;  
11 5. For attorneys' fees and costs, including the Qui Tam Plaintiff's attorneys'  
12 fees and costs;  
13 6. For an order awarding the Qui Tam Plaintiff the maximum award allowed  
14 by the False Claims Act; and  
15 7. For such other further relief as the Court may deem just and proper.

16 Dated: July 5, 2012

GOODIN, MACBRIDE, SQUERI,  
DAY & LAMPREY, LLP

17  
18  
19 By:   
Wayne T. Lamprey  
Attorneys for Qui Tam Plaintiff

20  
21 Dated: July 5, 2012

LEVINE, BLASZAK, BLOCK & BOOTHBY,  
LLP

22  
23 By:   
Justin G. Castillo  
Attorneys for Qui Tam Plaintiff

24  
25 3527/001/X141801.v2

EXHIBIT A

- 1
- 2 CITY:
- 3 Alameda
- 4 Anaheim
- 5 Azusa
- 6 Bakersfield
- 7 Bell Gardens
- 8 Blythe
- 9 Calexico
- 10 Capitola
- 11 Carlsbad
- 12 Carmel By The Sea
- 13 Chino
- 14 Chula Vista
- 15 Clear Lake
- 16 Concord
- 17 Corona
- 18 Costa Mesa
- 19 Del Mar
- 20 El Cajon
- 21 El Cerrito
- 22 Elk Grove
- 23 Encinitas
- 24 Eureka
- 25 Farmersville
- 26 Fontana
- 27 Fortuna
- 28 Fremont
- 29 Fresno
- 30 Fullerton
- 31 Garden Grove
- 32 Glendale
- 33 Hanford
- 34 Hawaiian Gardens
- 35 Hollister
- 36 Huntington Beach
- 37 Imperial
- 38 Irvine
- 39
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- 1 CITY:
- 2 Lancaster
- 3 Lemoore
- 4 Liberty Rural County Fire Protection District
- 5 Loma Linda
- 6 Long Beach
- 7 Los Altos
- 8 Marina
- 9 Martinez
- 10 Meniffee
- 11 Menlo Park
- 12 Modesto
- 13 Monterey
- 14 Moreno Valley
- 15 Morro Bay
- 16 Mountain View
- 17 Nevada City
- 18 Newark
- 19 Newport Beach
- 20 Oakland
- 21 Oakley
- 22 Oceanside
- 23 Ontario
- 24 Oxnard
- 25 Palmdale
- 26 Pasadena
- 27 Paso Robles
- 28 Penn Valley
- 29 Petaluma
- 30 Pismo Beach
- 31 Pomona
- 32 Rancho Cucamonga
- 33 Rancho Palos Verdes
- 34 Red Bluff
- 35 Redding
- 36 Redlands
- 37 Redondo Beach
- 38 Rialto
- 39 Richmond
- 40 Ripon
- 41

1 CITY:

- 2 Riverside
- 3 Sacramento
- 4 San Bernardino
- 5 San Bruno
- 6 San Diego
- 7 San Francisco
- 8 San Jose
- 9 San Marino
- 10 San Mateo
- 11 San Rafael
- 12 Santa Ana
- 13 Santa Barbara
- 14 Santa Clarita
- 15 Santa Cruz
- 16 Santa Maria
- 17 Santa Paula
- 18 Santa Rosa
- 19 Sebastapol
- 20 South San Francisco
- 21 Stockton
- 22 Taft
- 23 Ventura
- 24 Vernon
- 25 Victorville
- 26 Whittier

19 COUNTY:

- 20 Alameda
- 21 Butte
- 22 Colusa
- 23 Contra Costa
- 24 El Dorado
- 25 Fresno
- 26 Glenn
- 27 Humboldt
- 28 Kern
- 29 Kings
- 30 Lake
- 31 Los Angeles

- 1 COUNTY:
- 2 Madera
- 3 Marin
- 4 Mendocino
- 5 Merced
- 6 Monterey
- 7 Napa
- 8 Nevada
- 9 Orange
- 10 Placer
- 11 Plumas
- 12 Riverside
- 13 Sacramento
- 14 San Benito
- 15 San Bernardino
- 16 San Diego
- 17 San Francisco
- 18 San Joaquin
- 19 San Luis Obispo
- 20 San Mateo
- 21 Santa Barbara
- 22 Santa Clara
- 23 Santa Cruz
- 24 Shasta
- 25 Siskiyou
- 26 Solano
- 27 Sonoma
- 28 Stanislaus
- 29 Sutter
- 30 Tehama
- 31 Trinity
- 32 Tulare
- 33 Ventura
- 34 Yolo
- 35 Yuba

- 1 DISTRICT:
- 2 ABC Unified School District
- 3 Alameda-Contra Costa Transit District
- 4 Anaheim Union High School District
- 5 Antelope Valley Hospital District
- 6 Antelope Valley Union High School District
- 7 Antioch Unified School District
- 8 Bakersfield Elementary School District
- 9 Calexico Unified School District
- 10 Capistrano Unified School District
- 11 Carpinteria-Summerland Fire Protection District
- 12 Chico Unified School District
- 13 Chino Valley Unified
- 14 Cloverdale Fire Protection District
- 15 Clovis Unified School District
- 16 Colton Joint Unified School District
- 17 Compton Unified School District
- 18 Contra Costa Fire Protection District
- 19 Corona-Norco Unified School District
- 20 Cuyama Joint Unified School District
- 21 Desert Sands Unified School District
- 22 Desert Water Agency
- 23 Durham Unified School District
- 24 East Bay Municipal Utility District
- 25 East Side Union High
- 26 Elk Grove Unified School District
- 27 Emeryville Police Department
- 28 Escondido Union High School District
- Fontana Unified School District
- Foothill DeAnza Community College District
- Foresthill Fire Protection District
- Fremont Unified School District
- Fresno Unified School District
- Garden Grove Unified School District
- Glendale Community College District
- Glendale Unified
- Golden Empire Transit District
- Goleta Sanitary District
- Goleta Water District

- 1 District:
- 2 Grant Joint Union High School District
- 3 Great Basin Unified Air Pollution Control District
- 4 Greater Vallejo Recreation District
- 5 Greenfield Fire Protection District
- 6 Grossmont Union High
- 7 Hacienda La Puente Unified
- 8 Hayfork Fire Protection District
- 9 Hayward Unified School District
- 10 Helix Water District
- 11 Hillsborough School District
- 12 Imperial Irrigation District
- 13 Irvine Unified School District
- 14 Jurupa Community Services District
- 15 Jurupa Unified School District
- 16 Kaweah Delta Health Care District
- 17 Kern Community College District-Bakersfield College
- 18 Kern High School District
- 19 Kings Canyon Unified School District
- 20 Lake Tahoe Unified School District
- 21 Liberty Rural County Fire Protection District
- 22 Lindsay Strathmore Irrigation District
- 23 Lodi Unified School District
- 24 Long Beach Unified School District
- 25 Los Angeles Community College District
- 26 Los Angeles County Metro Transit Authority
- 27 Los Angeles County Sanitation District
- 28 Los Angeles Unified School District
- 29 Los Molinos Unified School District
- 30 Lynwood Unified School District
- 31 Menlo Park City School District
- 32 Metrolink [Southern California Regional Rail Authority]
- 33 Metropolitan Transportation Commission
- 34 Modesto Irrigation District
- 35 Montebello Unified School District
- 36 Monterey Peninsula Regional Park District
- 37 Moreno Valley Unified School District
- 38 Mount Diablo Unified School District
- 39 Mt San Jacinto Community College District
- 40 North County Fire Protection District
- 41 Northern Humboldt Union High School District

- 1 Northshore Fire Protection District
- 2 Northstar Community Services District
- 3 Norwalk La Mirada Unified School District
- 4 Oakdale Joint Unified School District
- 5 Oakland Unified School District
- 6 Olivehurst Public Utility District
- 7 Olivenhain Municipal Water District
- 8 Ontario-Montclair Elementary
- 9 Orange County Transportation Authority
- 10 Orange Unified School District
- 11 Pajaro Valley Unified School District
- 12 Palomar Pomerado Hospital District
- 13 Pasadena Area Community College District
- 14 Pasadena Unified School District
- 15 Petaluma School District
- 16 Placentia-Yorba Linda Unified School District
- 17 Placer Hills Fire Protection District
- 18 Pomona Unified School District
- 19 Port San Luis Harbor District
- 20 Porterville Developmental Center
- 21 Poway Unified School District
- 22 Rialto Unified School District
- 23 Rincon Ranch Community Services District
- 24 Rincon Valley Unified School District
- 25 Rio Hondo Community College District
- 26 Ripon Unified School District
- 27 Riverdale Unified School District
- 28 Riverside Community College District
- 29 Riverside Unified School District
- 30 Rosemead Unified School District
- 31 Russian River Fire Protection District
- 32 Sacramento City Unified School District
- 33 Sacramento Municipal Utility District
- 34 Sacramento Regional Transit District
- 35 Saddleback Valley Unified
- 36 San Bernardino City Unified School District
- 37 San Diego Community College District
- 38 San Diego Unified School District
- 39 San Francisco Bay Area Rapid Transit District
- 40 San Francisco Unified School District
- 41 San Jacinto Unified School District
- 42 San Joaquin Regional Rail Commission



- 1 San Jose Unified School District
- 2 San Juan Unified School District
- San Miguel School District
- 3 Santa Ana Unified School District
- 4 Santa Fe Irrigation District
- South Coast Air Quality Management District
- 5 Stanislaus County Registrar of Voters
- 6 Stockton East Water District
- Stockton Unified School District
- 7 Sundale Union Elementary School
- 8 Sweetwater Union High School District
- Temecula Valley Unified School District
- 9 Torrance Unified School District
- Turlock Irrigation District
- 10 Twin Rivers Unified School District
- 11 University of California, Irvine, Office of Academic Affairs
- Ventura Port District
- 12 Victor Elementary School District
- 13 Victor Valley Transit Authority
- Vineland School District
- 14 Visalia Unified School District
- 15 Vista Irrigation District
- Vista Unified School District
- 16 Walnut Valley Water District
- 17 West Bay Sanitary District
- West Contra Costa Unified School District
- 18 West County Wastewater District
- 19 Western Municipal Water District
- Whittier Union High School District
- 20 Willow Creek Community Services District
- 21 Willow Creek Fire Protection District
- Windsor Fire Protection District
- 22 Wiseburn School District
- 23 Woodbridge Fire District
- Yorba Linda Water District
- 24 Yosemite Community College District
- 25 Yreka Police Department
- Yreka Union School District
- 26 Yuba Community College District
- 27 Yuma Municipal Water District

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