

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EDELBERG & ESPINA, A PROFESSIONAL LAW CORPORATION
CLAIRE N. ESPINA (Bar No. 176648)
ARNEL O. TAN (Bar No. 272428)
18757 Burbank Boulevard, Suite 215
Tarzana, California 91356
Telephone: (818) 708-7791; Facsimile: (818) 708-8126

Attorneys for Defendant, Cross-Defendant and Cross-Complainant
LANI GRACE SONGCO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 14 2018
E. Rodriguez

ALB
MAY 15 2018

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

LETICIA CHARNETSKY, an individual and
GENARO LURENANA, an individual

Plaintiffs,

vs.

SECURE HANDS, INC., a California
Corporation; MARIANNE DEL CORRO
LEGASPI; an individual; and DOES 1
through 20

Defendants.

Case No. RIC1510497
[Assigned to the Hon. Irma Asberry; Dept. 3]

THIRD AMENDED CROSS-
COMPLAINT OF DEFENDANT, CROSS-
DEFENDANT and CROSS-
COMPLAINANT LANI GRACE SONGCO
for:

- 1. Conspiracy to Commit Fraud;**
- 2. Breach of Oral Contract;**
- 3. Indemnification**

MARIANNE DEL CORRO LEGASPI, an
individual; and CAMILLE JOSE OMBAO
Cross-Complainants

vs.

SECURE HANDS, INC., a California
Corporation; JOEL GALLANO OMBAO;
an individual; LANI GRACE SONGCO, an
individual and ROES 1-20 inclusive,

Cross-Defendants

LANI GRACE SONGCO, an individual

Cross-Complainant

vs.

1 **JOEL GALLANO OMBAO, an individual;**
2 **GINA CASTROMAYOR, an individual;**
3 **JOELSON OMBAO, an individual;**
4 **MARIANNE DEL CORRO LEGASPI, an**
5 **individual; J VOLTAIRE OMBAO, an**
6 **individual, CAMILLE OMBAO, an**
7 **individual; SECURE HANDS, INC., a**
8 **California Corporation; SECURE HANDS**
9 **MEDICAL SUPPLY, INC., a California**
10 **Corporation; STARLIGHT OF HEMET,**
11 **LLC DBA GRAND TERRACE HOSPICE, a**
12 **California Limited Liability Company;**
13 **DYNAMIC HEALTH SERVICES INC., a**
14 **California Corporation; SHERMAN HOME**
15 **HEALTH CARE, LLC, a California Limited**
16 **Liability Company, HOSPICE SPECTRUM**
17 **INLAND EMPIRE, a California**
18 **Corporation; JOEL OMBAO, INC., a**
19 **California Corporation; CARESOLUTIONS**
20 **360, a California Corporation and MOES 1-**
21 **50 inclusive,**

22 **Cross-Defendants**

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Unless explicitly stated to the contrary, all allegations herein are based on information and belief.

LANI GRACE SONGCO, as Cross-Complainant, Defendant and Cross-Defendant on information and belief, hereby alleges:

THE PARTIES

1. Cross-Complainant, Defendant and Cross-Defendant, **LANI GRACE SONGCO** (hereinafter "Songco") is an adult and at all times mentioned herein a resident of Los Angeles county.

- 1 2. Cross-Defendant JOEL GALLANO OMBAO (hereinafter "Ombao") is an adult and at all
2 times mentioned herein a shareholder, officer, principal of Cross-Defendant SECURE
3 HANDS, INC., (hereinafter "Secure Hands") a California corporation with its principal
4 place of business located at 1121 Amberwood Court, San Bernardino 92407, which is also
5 the home and residence of Ombao.
- 6 3. Secure Hands was engaged in the business of healthcare and operating a hospice, but did
7 not obtain the proper licenses, and instead operated a boarding home facility or hospice
8 located at Van Buren which was leased from the Plaintiffs, without the necessary licenses
9 and permits.
- 10 4. In addition to Secure Hands, Ombao is also the shareholder, officer, member and/or
11 principal of approximately 22 other businesses ("Ombao Businesses") in the state of
12 California likewise engaged in the business of health care, health care delivery, such as
13 hospice, residential facilities, home health services, durable medical equipment,
14 pharmaceutical, including the following:
- 15 a. Cross Defendant, JOEL OMBAO, INC., (hereinafter "JOI") with its principal place of
16 business located at 1121 Amberwood Court, San Bernardino, CA 92407.
 - 17 b. Cross-Defendant, DYNAMIC HEALTH SERVICES, INC., (hereinafter "Dynamic")
18 with its principal place of business at 596 N. Lake Avenue, Suite 201, Pasadena, CA
19 91101.
 - 20 c. Cross-Defendant SHERMAN HOME HEALTH CARE, LLC (hereinafter "Sherman
21 HH") with its principal place of business at 596 N. Lake Avenue, Suite 203, Pasadena,
22 CA 91101.
 - 23 d. Cross-Defendant HOSPICE SPECTRUM INLAND EMPIRE LLC (hereinafter
24 "Spectrum IE") with its principal place of business at 7365 Carnelian St. Suite 220,
25 Rancho Cucamonga, CA 91730.
 - 26 e. Cross-Defendant STARLIGHT OF HEMET, LLC (hereinafter "Starlight") with its
27 principal place of business at 22737 Barton Rd., Suite 11, Grand Terrace, CA 92313.
- 28

- 1 f. Cross-Defendant SECURE HANDS MEDICAL SUPPLY, INC. (“Secure HMS”) with
2 its principal place of business at 9375 Archibald Avenue, Suite 404, Rancho
3 Cucamonga, CA 91730.
- 4 g. Cross-Defendant CARESOLUTIONS 360, (hereinafter “C360”) with is principal place
5 of business at 7365 Carnelian St. Suite 219, Rancho Cucamonga, CA 91730.
- 6 5. Cross-Defendant GINA CASTROMAYOR (hereinafter “Gina”) is the long time partner
7 and girlfriend of Ombao, who along with Ombao, was the principal shareholder, officer,
8 and/or member of all, if not most of the alleged Ombao Businesses, referenced above,
9 including Cross-Defendants: Dynamic, Sherman HH, Spectrum IE and C360.
- 10 6. Cross-Defendant JOELSON OMBAO (hereinafter “Joelson”) is the son of Ombao, who is
11 an owner, officer, employee, member and/or agent of Ombao Businesses including, Secure
12 Hands, Secure HMS, Starlight, and Spectrum IE.
- 13 7. Cross-Defendant MARIANNE DEL CORRO LEGASPI (hereinafter “Marianne”) is and
14 was the owner and Corporate Secretary of Secure Hands. Marianne is also an owner of and
15 employed at the other Ombao Businesses including Secure HMS, Dynamic, Starlight, and
16 Sherman HH. Marianne is the live-in girlfriend and domestic partner of Ombao’s son,
17 Cross-Defendant, Joelson. Songco is informed and believes and based thereon alleges that
18 for certain purposes, Marianne publicly holds herself out as an employee, officer, owner, or
19 shareholder of said businesses for the benefit of Joelson who is unable to perform work
20 officially because of his immigration status of an undocumented alien in the United States.
- 21 8. Songco is informed and believes and based thereon alleges that at relevant periods of time
22 Ombao, Marianne and Joelson, lived and worked out of the same house and residence at
23 1121 Amberwood Ct, San Bernardino, CA.
- 24 9. Cross-Defendant J VOLTAIRE OMBAO (hereinafter “JV”) is the son of Ombao who is an
25 owner, officer, employee or agent of the Ombao Businesses including, Secure HMS, Secure
26 Hands, Starlight, Sherman HH, Spectrum IE.
- 27 10. Cross-Defendant CAMILLE JOSE OMBAO (hereinafter “Camille”) is the daughter-in-law
28 of Ombao and is and was the owner and Chief Financial Officer of Secure Hands. Camille

1 is also an owner of and employed at the other businesses including: Starlight. Camille is
2 the wife of Ombao's son "JV". In addition, Songco is informed and believes and based
3 thereon alleges that Camille is paid by Ombao for referral by Camille of patients into any of
4 his businesses.

5 11. Songco is informed and believes and thereon alleges that all of these corporations identified
6 as Cross-Defendants herein are owned, operated and controlled by Ombao, Gina, Joelson,
7 JV, Camille and/or Marianne; and, are the alter egos of these individual Cross-Defendants;
8 and, vice versa. Songco is informed and believes and thereon alleges that all these
9 corporations named as Cross-Defendants were capitalized by monies from Ombao, Gina,
10 Joelson, JV, Camille and/or Marianne and that Ombao, Gina, Joelson, JV, Camille and
11 Marianne did not respect the corporate entities and separateness of entities of these Cross-
12 Defendant Corporations. Songco alleges that there is no legal distinction between these
13 Cross-Defendant Corporations and each other; and these Individual Cross-Defendants; that
14 the action of one is like the action of the other; so that all these Individual Cross-Defendants
15 should be held liable for any actions of these Cross-Defendant Corporations.

16 12. Each and every Cross-Defendant who is a natural person is sued in both his or her
17 individual capacity, as well as his or her official capacity to the extent that he or she had
18 any policy making duties, function or responsibilities with respect to the matters alleged
19 herein.

20 13. Songco is informed and believes and based thereon alleges that the named Cross Defendant
21 Corporations are all shell corporations of Ombao, Gina, Camille, Marianne, Joelson, JV and
22 their alter egos, permitting these individuals to do in the name of the shell corporations
23 what they could not do as individual persons.

24 14. Songco is informed and believes and based thereon alleges that the individual cross-
25 defendants sued herein (Ombao, Gina, Joelson, Marianne, JV and Camille) are related to
26 each other by birth, marriage or romantic/domestic partnership (i.e. boyfriend, girlfriend)
27 and operate a conglomerate of businesses comprising of the corporate cross-defendants
28 sued in this cross-complaint, either directly or through shell corporations created, controlled

1 and owned by them (including the corporate cross-defendants sued herein) to perpetuate the
2 fraud described herein.

3 15. Songco is informed and believes and based thereon alleges that each cross-defendant sued
4 herein was the agent, employee, co-conspirator, partner, member, alter ego, and/or joint
5 venture of each other in engaging in the conduct alleged herein, was acting within the
6 course and scope of such relationship and with the permission, consent, authorization,
7 and/or ratification of each of the other cross-defendants.

8 16. Songco is informed and believes and based thereon alleges that each cross-defendant,
9 whether individual or corporate sued herein is the alter ego of each other cross-defendant,
10 whether individual or corporate, as these cross-defendants had such a unity of interest and
11 ownership between the different cross-defendants such that any individuality and
12 separateness of among these cross-defendants, and each of them, have ceased. Songco is
13 informed and believes and based thereon alleges as follows:

- 14 a. That the individual cross-defendants sued herein, incorporated or are the owners,
15 directors and/or shareholders of the various corporate cross-defendants;
- 16 b. That at all times herein mentioned, and continuing to the present, the individual
17 cross-defendants have exercised complete control over the Ombao Businesses and
18 corporate cross-defendants;
- 19 c. That the cross-defendants commingled funds and other assets such as habitually
20 transferring funds from one company account to another online and issuing checks
21 to transfer monies to each other for no reason;
- 22 d. That the cross-defendants failed to segregate funds of the separate entities, and that
23 the cross-defendants diverted corporate funds or assets to other than corporate uses;
- 24 e. That the individual cross-defendants treated the assets of the corporation as their
25 own such as paying their personal debts with corporate funds or obligations,
26 including any debts or obligations of the cross-defendant corporations to Songco for
27 Songco's actions on behalf of the cross-defendants;

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- f. That the corporate cross-defendants failed to follow corporate technicalities, such as maintaining records, holding board or shareholder meetings;
- g. That the cross-defendants used the various Ombao Businesses and cross-defendant corporations as a shell or as an instrument for a single venture, such as using the cross-defendant corporations to enter contracts that personally benefit the individual cross-defendants or that benefit the other Ombao Businesses and corporate cross-defendants
- h. That the cross-defendant corporations habitually transferred funds from one company bank account to another without any justification for the transfer;
- i. That the cross-defendant corporations would issue checks to each other without any justification for the transfer;
- j. The individual cross-defendants, Ombao, Gina, Joelson, Marianne, JV and Camille would pay bills of one company using the account or funds belonging to another cross-defendant corporation company of the Ombao Businesses
- k. Ombao would encash checks then he would distribute the cash as marketing fees for Dynamic Hospice, Spectrum IE and Sherman.
- l. Ombao and Gina used funds from Dynamic to purchase Spectrum IE with Ombao, Gina and Joelson becoming 100% owners of Spectrum IE. Then they used Spectrum IE funds to buy out their original partner in Sherman. Funds from these operating agencies were used to fund other start up hospice agencies and other companies in the Ombao Businesses.
- m. All the Ombao children, Joelson, JV and J Celso were on the payroll and/or receiving compensation from the Ombao Businesses including Marianne. Camille was employed by another hospice or home health agency but would divert patients to Secure Hands, Starlight, Dynamic, Spectrum IE, and the other Ombao Businesses and would get paid in cash for it. Sherman HH would pay Camille her "bonus" for her referrals.

- 1 n. There was no delineation between assets of the Ombao Businesses. Ombao bought
2 several cars under Dynamic and assigned it to various employees (whether they
3 were working for Dynamic, Spectrum IE, Sherman HH or for the other corporate
4 cross-defendants) and bought more cars under the account of Spectrum IE and
5 assigned the same to employees (whether they were working for Dynamic,
6 Spectrum IE, Sherman HH or for the other corporate cross-defendants). Ombao did
7 the same for company cellphones.
- 8 o. Dynamic and Spectrum IE also share employees – while staff are on payroll in one
9 company, they are expected to work for the other corporations, including the
10 corporate cross-defendants belonging to the Ombao Businesses.

11 17. Songco is ignorant of the true names and capacities of the cross-defendants sued herein as
12 Moes 1 through 50, inclusive, and therefore sues these cross-defendants by such fictitious
13 names pursuant to section 474 of the California *Code of Civil Procedure*. Songco will
14 amend her Cross-Complaint to allege their true names and capacities, whether individual,
15 corporate or other business form, when ascertained. Songco is informed and believes and
16 based thereon alleges that each of the fictitiously named cross-defendants is responsible in
17 some manner for the occurrences herein alleged, and that Songco's damages were
18 proximately caused thereby, and that each of said fictitious Moe Defendant was the agent,
19 servant, employee, supervisory personnel, partner, joint venturer, co-conspirator and/or
20 representative of each remaining defendant and was, at all times material herein, acting in
21 concert with and within the purposes and scope of such agency, employment, contract,
22 partnership, association and/or representation or with full knowledge, consent, authority
23 and ratification of remaining cross-defendants.

24 **FACTS COMMON TO ALL CAUSES OF ACTION**

25 18. Each and every allegation set forth in each and every averment of this pleading hereby is
26 incorporated by this reference in each and every other averment and allegation of this
27 pleading.
28

- 1 19. Prior to February 2014, and for many years, Ombao and Gina have been engaged in the
2 health service industry through various businesses including those alleged in paragraph 4
3 above. Songco is informed and believes and based thereon alleges that at some point, the
4 relationship of Ombao and Gina became personal, despite the fact Ombao was married to
5 the mother of his sons, Joelson and JV.
- 6 20. Ombao and Gina conjured these various businesses related to the health care industry to be
7 a multiple level, multiple party, corporation within corporation business organism, that to
8 could be used to fulfill the full spectrum of health related services that would benefit
9 Ombao and his family and Gina and her family
- 10 21. Songco is informed and believes and based thereon alleges that Ombao and Gina secured
11 the loyalty and confidence of Joelson, JV, Marianne and Camille by giving them ownership
12 shares in the various companies which they ran and by paying them salaries, and paying
13 them referral fees and or bonuses for patients they refer to the various businesses.

14 Background of the Ombao Family

- 15 22. Songco is informed and believes and based thereon alleges that at the head of the Ombao
16 Family is the patriarch, Ombao. Also involved and part of the Ombao Family were Gina,
17 Joelson, Marianne, JV and Camille.
- 18 23. Songco is informed and believes and based thereon alleges that Ombao is charged as a
19 felon in a criminal case filed in the Riverside Superior Court for elder abuse and fraud
20 related to Secure Hands and the Ombao Businesses.
- 21 24. Songco is informed and believes and based thereon alleges that Gina, Joelson, Marianne,
22 JV and Camille remain as persons of interest in the criminal investigation of possible
23 criminal cases related to Secure Hands and the Ombao Businesses.
- 24 25. Songco is informed and believes and based thereon alleges that the Ombao Family and the
25 Ombao Businesses were engaged in an elaborate scheme to defraud the State of California,
26 Medicare, Patients and Hospitals of a significant amount of money through a series of
27 kickback schemes, unlawful referral fees, overcharging and perpetuating abuse and fraud of
28 patients.

- 1 26. Songco is informed and believes and based thereon alleges that as of the filing of her
2 Second Amended Cross-Complaint, the criminal case against Ombao remains pending and
3 that the other members of the Ombao Family, Gina, Joelson, Marianne, JV and Camille,
4 remain as persons of interest in the criminal investigations.
- 5 27. Songco is informed and believes and based thereon further makes the following allegations
6 unique to Joelson:
- 7 a. Joelson resided and worked at Ombao's home at 1121 Amberwood Ct, San
8 Bernardino, CA.
 - 9 b. Joelson is in charge of the Medicare billing and face to face visits for the various
10 hospice agencies.
 - 11 c. Ombao authorized Joelson to sign checks on Ombao's behalf.
 - 12 d. As of the filing of Songco's Second Amended Cross-Complaint, Joelson has fled to
13 the Philippines. Joelson was previously represented by the Ryan Law Firm, who is
14 also Counsel for Marianne, Camille and JV. On April 21, 2017, the Ryan Law Firm
15 substituted out as counsel for Joelson indicating allegedly that Joelson is now *In Pro*
16 *Per* in this case.
 - 17 e. To the best of Songco's information and belief, Joelson remains in the Philippines
18 outside the jurisdiction of this court.
- 19 28. Songco is informed and believes and based thereon further makes the following allegations
20 unique to Marianne:
- 21 a. Marianne resides and works at Ombao's home at 1121 Amberwood Ct, San
22 Bernardino, CA
 - 23 b. Marianne was one of the Bank Signatories for the bank account of Secure Hands, at
24 the Wells Fargo Bank, Riverside Branch in Albertsons, at 8938 Trautwein Road.
25 Being one of the signatories for Secure Hands, Marianne personally knew: where
26 the monies of Secure Hands came from and where they went, what the income and
27 expenses of Secure Hands were, and the cash flow of Secure Hands.
- 28

- 1 c. Marianne was the sole signatory to the lease agreement with Plaintiffs over the Van
- 2 Buren Property.
- 3 d. Marianne was also the signatory of the lease agreement for the Starlight office
- 4 located at 22737 Barton Road, Grand Terrace, CA 92313
- 5 e. Marianne was also one of the bank signatories for the account of Starlight. Being
- 6 one of the signatories for Starlight, Marianne personally knew: where the monies of
- 7 Starlight came from and where they went, what the income and expenses of
- 8 Starlight were, and the cash flow of Starlight.
- 9 f. Marianne also paid Alek Torosyan on November 21, 2014 as final payment for full
- 10 ownership of Sherman HH thorough a Chase Bank Cashier's Check in the amount
- 11 of \$105,000 with Marianne as the Remitter.
- 12 29. Songco is informed and believes and based thereon alleges that Joelson, together with
- 13 Marianne, managed the day to day operations of Secure Hands Inc. They cleaned the leased
- 14 premises at Van Buren and oversaw repairs prior to operation in November 2014. They also
- 15 bought hundreds of linens and beds for the Secure Hands Facility at Van Buren with their
- 16 own monies. Ombao, Joelson and Marianne announced this on social media.
- 17 30. Marianne and Ombao were the signatories to the bank account of Secure Hands at Wells
- 18 Fargo.
- 19 31. Songco is informed and believes and based thereon alleges that Ombao, Gina, Joelson,
- 20 Marianne, JV and Camille received the payments from the tenants and/or patients at the
- 21 Van Buren Property.
- 22 32. Songco is informed and believes and based thereon further makes the following allegations
- 23 unique to Camille:
 - 24 a. Camille is a Licensed Vocational Nurse ("LVN") at another home health or hospice
 - 25 agency;
 - 26 b. As an LVN, Camille has access to patients. Camille diverts patients to Secure
 - 27 Hands, Starlight, Dynamic, Spectrum IE, Sherman HH and the other Ombao
 - 28 Businesses, and to the other corporate cross-defendants sued herein. In exchange for

1 diverting patients to Secure Hands, Starlight, the other Ombao Businesses, and to
2 the other corporate cross-defendants sued herein, Camille gets paid a "bonus" for the
3 diverted patients. Ombao, Joelson, JV, Gina and Marianne are all aware of this and
4 they all agreed to this arrangement.

5 c. Camille regularly brings lunch to JV during the week, and picks up her "bonus"
6 from the Sherman HH office in Pasadena.

7 33. Songco is informed and believes and based thereon alleges that both Marianne and Camille
8 have a long standing relationship with Ombao, who is the father of Marianne's live-in
9 boyfriend Joelson and who is the father of Camille's husband JV, based on their family
10 relationships to Ombao and his sons and based on their business dealings with one another
11 and as a family.

12 34. Songco is informed and believes and based thereon alleges that both Marianne and Camille
13 have an intimate awareness of the businesses and corporations of Ombao and his sons,
14 Joelson and JV, and have actively participated, supported, and enhanced such businesses in
15 official and unofficial capacities and were employees, owners, officers, directors and/or
16 agents of Ombao and his sons, Gina and the other cross-defendants sued herein.

17 35. Songco is informed and believes and based thereon further makes the following allegations
18 unique to JV:

19 a. JV was in charge of the operation and finance of Sherman HH in Pasadena.

20 b. JV was also the assistant administrator of Sherman HH.

21 36. Songco is informed and believes and based thereon alleges that Ombao, Gina, Joelson,
22 Marianne, JV and Camille are the owners, officers and/or directors of Secure Hands and the
23 other Cross-Defendant Corporations sued herein and are therefore the ones who have
24 received the economic benefit of these Cross-Defendant Corporations, including Secure
25 Hands and have the incentive in protecting their pecuniary interest in these Cross-
26 Defendant Corporations.

27 The Ombao Family Conspired To Use Their Employee Songco

28 To Perpetuate Their Fraudulent Scheme

1 37. At or about January 2014, Songco was hired by Ombao and Gina, who are the principal
2 shareholders of Dynamic, to act as their human resource head responsible for making
3 payments to the administrative and clinical employees and contractors. Dynamic is
4 engaged in the business of hospice care. A month or so later, Ombao and Gina asked
5 Songco to undertake the duty to act as human resource head for Spectrum IE, which she
6 did. At that time Spectrum IE only had 2 employees and it was not a hardship for Songco
7 to handle human resource duties of said company. At or about February/Early March 2014,
8 Ombao and Gina asked Songco to act as the human resource manager for Sherman HH,
9 which she did. At or about January 2015, Songco's position as HR Manager for Dynamic,
10 Spectrum IE and Sherman HH were consolidated under C360.

11 38. Songco and Ombao are both alumni of the University of the Philippines and likewise
12 belong to the same confraternity. Ombao is an older fraternity brother who occupied an
13 ascendant position of power and influence in this confraternity and the circle of members
14 and friends of same. Songco viewed Ombao as an elder and respected his prominent
15 position in the tight Filipino community they belonged in and his reputation for being a
16 successful businessman. Songco was flattered at the job offer of Ombao and Gina and felt
17 this was an opportunity for her career growth.

18 Allegations Relating to Secure Hands

19 39. At or about February/Early March 2014, Ombao and Marianne instructed Songco to file
20 Articles of Incorporation for Secure Hands, which would be owned by Ombao, Joelson,
21 Marianne, JV and Camille.

22 40. At or about February/ Early March 2014, at the office of Dynamic in Lake Ave., in
23 Pasadena, CA, Ombao, Gina, Joelson, Marianne, JV, and Camille represented to Songco
24 that Ombao, Joelson, Marianne, JV, and Camille would be the co-owners of Secure Hands,
25 with Ombao, Marianne and Camille being officers of Secure Hands. Songco confirmed the
26 appointment with Marianne and Camille who affirmed their appointments as officers of
27 Secure Hands.
28

- 1 41. At or about February/ Early March 2014, at the office of Dynamic in Lake Ave., Pasadena,
2 CA, Ombao, Gina, Joelson, Marianne, JV, and Camille further represented to Songco that:
- 3 a. Secure Hands and the other corporate cross-defendants sued herein would be
4 capitalized with monies from Ombao, Gina, Joelson, Marianne, JV, and Camille;
 - 5 b. Songco would not have any ownership interest, control or participation in Secure
6 Hands and in the other corporate cross-defendants sued herein;
 - 7 c. Songco would not have any expected financial contribution to Secure Hands;
 - 8 d. Songco would not receive any economic benefit from Secure Hands and in the other
9 corporate cross-defendants sued herein apart from her wages as an employee of
10 Dynamic, Spectrum IE, and Sherman HH;
 - 11 e. Songco would merely prepare the paperwork and submit the Articles of
12 Incorporation of Secure Hands as well as for the other corporate cross-defendants
13 sued herein. In short, Songco would only act as an incorporator and/or agent for
14 service of process for Secure Hands and the other corporate cross-defendants sued
15 herein.
- 16 42. At or about February/ Early March 2014, at the office of Dynamic in Lake Ave., Pasadena,
17 CA, Ombao, Gina, Joelson, Marianne, JV, and Camille further represented that Joel and
18 Gina would personally indemnify Songco against any liability which may occur from
19 Songco's actions.
- 20 43. At or about February/ Early March 2014, at the office of Dynamic in Lake Ave., Pasadena,
21 CA, Ombao, Gina, Joelson, Marianne, JV, and Camille also represented that their
22 corporations, the corporate cross-defendants sued herein, will also indemnify Songco
23 against any such liability which may occur from Songco's actions.
- 24 44. The Cross-Defendant Corporations, through their representatives, officers, directors or
25 shareholders – Ombao, Gina, Joelson, Marianne, JV, and Camille, also made the same
26 representations that:
- 27 a. Secure Hands and the other corporate cross-defendants sued herein would be
28 capitalized with monies from Ombao, Gina, Joelson, Marianne, JV, and Camille;

- 1 b. Songco would not have any ownership interest, control or participation in Secure
- 2 Hands and in the other corporate cross-defendants sued herein;
- 3 c. Songco would not have any expected financial contribution to Secure Hands and to
- 4 the other corporate cross-defendants sued herein;
- 5 d. Songco would not receive any economic benefit from Secure Hands and in the other
- 6 corporate cross-defendants sued herein apart from her wages as an employee of
- 7 Dynamic, Spectrum IE, and Sherman HH;
- 8 e. Songco would merely prepare the paperwork and submit the Articles of
- 9 Incorporation of Secure Hands as well as for the other corporate cross-defendants
- 10 sued herein. In short, Songco would only act as an incorporator and/or agent for
- 11 service of process for Secure Hands and the other corporate cross-defendants sued
- 12 herein;
- 13 f. And that these Cross-Defendant Corporations would indemnify Songco for any of
- 14 her actions against any liability which may occur from Songco's actions that she
- 15 would perform for any of the Cross-Defendants such as incorporating companies
- 16 and acting as agent for service of process.
- 17 45. Unbeknownst to Songco, the representations made by the individual and corporate cross-
- 18 defendants to Songco were false and that these individual and corporate cross-defendants
- 19 knew that they would use Songco and make representations to others that Songco was as an
- 20 owner of the Ombao Businesses.
- 21 46. In reliance upon Ombao, Gina, Joelson, Marianne, JV, and Camille's representations, and
- 22 in reliance on the representations by the Corporate-Cross-Defendants, Songco prepared the
- 23 incorporation papers of Secure Hands at the request of Ombao and Marianne and upon
- 24 instruction of Ombao who was her employer. In the process of preparing corporate papers
- 25 for Secure Hands, Songco was instructed by Ombao to appoint Marianne as Corporate
- 26 Secretary and Camille as Chief Financial Officer, prior to completing the incorporation
- 27 paperwork. Songco confirmed the appointment with Marianne and Camille who affirmed
- 28 the appointment. In reliance on these representations by Ombao, Gina, Joelson, Marianne,

1 JV, and Camille, Songco filed the Articles of Incorporation of Secure Hands on March 7,
2 2014.

3 47. Songco received no financial benefit or pecuniary interest in the completion of the
4 incorporation papers of Secure Hands and the other Cross-Defendant Corporations but only
5 her salary as a mere wage earning employee of Ombao and Gina and as an employee of
6 Dynamic, Spectrum IE and Sherman HH.

7 48. At or about March 15, 2014, Ombao sent an e-mail to Songco and Marianne, asking Songco
8 if Marianne could already open the bank account for Secure Hands, Inc. Marianne never
9 informed Songco or Ombao that she objected to being a signatory of Secure Hands.
10 Marianne in fact opened a bank account of Secure Hands at Wells Fargo. Marianne and
11 Ombao were the signatories for the bank account of Secure Hands, at the Wells Fargo
12 Bank, Riverside Branch in Albertsons, at 8938 Trautwein Road.

13 49. Secure Hands began operating business with one Ronnel Tiburcio as its administrator at or
14 about December 2014 as an adult residential facility rather than the original intended
15 purpose of a hospice facility. Songco performed no duty or function at Secure Hands in the
16 Van Buren property or elsewhere at any time.

17 Allegations Relating To Starlight

18 50. At or about February 2014, at the Dynamic Office in Lake Ave., Pasadena, CA, Ombao and
19 Marianne instructed Songco to file the Articles of Organization for Starlight, which would
20 be operated as a hospice agency initially by Marianne as Manager. At or about February
21 2014, at the Dynamic Office in Lake Ave., Pasadena, CA, Songco met and conferred with
22 Marianne prior to filing the Articles of Organization for Starlight. Marianne assured Songco
23 that she and Joelson will be the owners of Starlight and that they would apply for the
24 hospice license and Medicare provider. Marianne and Joelson further assured Songco that
25 they would indemnify Songco for any issues that would arise for filing the Articles of
26 Organization of Starlight.

27 51. At or about February 2014, at the office of Dynamic in Lake Ave., Pasadena, CA, Ombao,
28 Gina, Joelson, Marianne, JV, and Camille further represented to Songco that:

- 1 a. Starlight and the other corporate cross-defendants sued herein would be capitalized
- 2 with monies from Ombao, Gina, Joelson, Marianne, JV, and Camille;
- 3 b. Songco would not have any ownership interest, control or participation in Starlight
- 4 and in the other corporate cross-defendants sued herein;
- 5 c. Songco would not have any expected financial contribution to Starlight;
- 6 d. Songco would not receive any economic benefit from Starlight;
- 7 e. Songco would merely prepare the paperwork and submit the Articles of
- 8 Organization of Starlight as well as for the other corporate cross-defendants sued
- 9 herein. In short, Songco would only act as an incorporator and/or agent for service
- 10 of process for Starlight and the other corporate cross-defendants sued herein
- 11 52. Ombao and Gina were also aware of the assurances made by Marianne and Joelson to
- 12 Songco and at or about February 2014, at the office of Dynamic in Lake Ave., Pasadena,
- 13 CA, Ombao, they also personally assured Songco that would also indemnify her for her
- 14 actions relating to the filing of the Articles of Organization of Starlight.
- 15 53. At or about February 2014, at the office of Dynamic in Lake Ave., Pasadena, CA, Ombao,
- 16 Gina, Joelson, Marianne, JV, and Camille further represented that Joel and Gina would
- 17 personally indemnify Songco against any liability which may occur from Songco's actions.
- 18 54. At or about February 2014, at the office of Dynamic in Lake Ave., Pasadena, CA, Ombao,
- 19 Gina, Joelson, Marianne, JV, and Camille also represented that their corporations, the
- 20 corporate cross-defendants sued herein, and the other Ombao Businesses will also
- 21 indemnify Songco against any such liability which may occur from Songco's actions in
- 22 filing the Articles of Organization of Starlight.
- 23 55. The Cross-Defendant Corporations, through their representatives, officers, directors or
- 24 shareholders – Ombao, Gina, Joelson, Marianne, JV, and Camille, also made the same
- 25 representations that:
- 26 a. Starlight and the other corporate cross-defendants sued herein would be capitalized
- 27 with monies from Ombao, Gina, Joelson, Marianne, JV, and Camille;
- 28

- 1 b. Songco would not have any ownership interest, control or participation in Starlight
- 2 and in the other corporate cross-defendants sued herein;
- 3 c. Songco would not have any expected financial contribution to Starlight and to the
- 4 other corporate cross-defendants sued herein;
- 5 d. Songco would not receive any economic benefit from Starlight and in the other
- 6 corporate cross-defendants sued herein apart from her wages as an employee of
- 7 Dynamic, Spectrum IE, and Sherman HH;
- 8 e. Songco would merely prepare the paperwork and submit the Articles of
- 9 Organization of Starlight as well as for the other corporate cross-defendants sued
- 10 herein. In short, Songco would only act as an incorporator and/or agent for service
- 11 of process for Secure Hands and the other corporate cross-defendants sued herein;
- 12 f. And that these Cross-Defendant Corporations would indemnify Songco for any of
- 13 her actions against any liability which may occur from Songco's actions that she
- 14 would perform for any of the Cross-Defendants such as incorporating companies
- 15 and acting as agent for service of process.
- 16 56. Unbeknownst to Songco, the representations made by the individual and corporate cross-
- 17 defendants to Songco were false and that these individual and corporate cross-defendants
- 18 knew that they would use Songco and make representations to others that Songco was as an
- 19 owner of the Ombao Businesses.
- 20 57. In reliance upon Ombao, Gina, Joelson, Marianne, JV, and Camille's representations, and
- 21 in reliance on the representations by the Corporate-Cross-Defendants, Songco prepared and
- 22 filed the organization papers of Starlight.
- 23 58. Songco received no financial benefit or pecuniary interest in the completion of the
- 24 organization papers of Starlight and the other Cross-Defendant Corporations but only her
- 25 salary as a mere wage earning employee of Ombao and Gina and as an employee of
- 26 Dynamic, Spectrum IE and Sherman HH.
- 27 59. At or around March 2014, Songco was instructed by Ombao, Joelson and Marianne to draft
- 28 a Resolution appointing Marianne as President, Secretary and CFO of Starlight as well as a

1 Resolution for her to open a bank account. Songco confirmed Marianne's appointment with
2 Marianne who affirmed her appointment as President, Secretary and CFO of Starlight.
3 Marianne did not oppose being a bank signatory for Starlight and was in fact the signatory
4 of the bank account for Starlight.

5 60. At or about January 25, 2015, Marianne sent Songco a copy of the Fictitious Business
6 Name of Starlight, dba Grand Terrace Hospice. Marianne filed the dba sometime in June
7 2014. Songco only learned of Starlight's dba (7) months after.

8 61. Marianne is the signatory of the lease agreement for the Starlight office located at 22737
9 Barton Road, Grand Terrace, CA 92313.

10 62. Camille also became a manager for Starlight at or about April 2014.

11 Allegations Relating To Sherman HH

12 63. At or about January 2014, Ombao and Lolita Alimurung purchased an ownership interest in
13 Sherman HH with Ombao, Lolita Alimurung and Gina as co-owners of 49% of Sherman
14 HH with the remaining 51% owned by Alex Torosyan. The purchase price for the 49%
15 ownership interest was \$225,000 payable with a \$50,000 deposit and with monthly
16 payments of \$10,000.00.

17 64. At or about February/Early March 2014, Ombao and Gina asked Songco to act as the
18 human resource manager for Sherman HH.

19 65. At or about July 2014, Ombao purchased Lolita Alimurung's interest in Sherman HH
20 making Ombao and Gina the co-owners of Sherman HH of 49% of Sherman HH.

21 66. At or about November 2014, Ombao, Gina and Marianne paid \$105,000 in the form of a
22 cashier's check from Chase Bank with Marianne as the Remitter to Alex Torosyan for his
23 51% ownership interest in Sherman HH. Songco is informed and believes and based
24 thereon alleges that the funds used to purchase Sherman HH came from Dynamic and/or
25 Spectrum IE.

26 67. The Lease Agreements for Sherman HH under Suite 203 and that of Dynamic under Suite
27 201 were under Dynamic's name as lessor with Dynamic paying for the rent for both suites.

28 Allegations Relating to the Van Buren Lease and Secure Hands Facility

- 1 68. At or about November 2014, Songco was again asked by Ombao to review a lease
2 agreement which Secure Hands had entered into with Plaintiffs in this action for that certain
3 property located in Van Buren Avenue in Riverside which was owned by Plaintiffs.
4 Songco was not paid separately by Ombao or Gina for reviewing the lease agreement
5 between Secure Hands and Plaintiffs. She continued to receive her salary from both
6 Dynamic, Spectrum IE and Sherman HH.
- 7 69. At all times mentioned, Gina knew that Songco was doing some additional work for Ombao
8 while Songco was employed at Dynamic, Spectrum IE and Sherman HH. In fact, for both
9 Ombao and Gina, Songco also prepared incorporation documents for their other joint
10 businesses.
- 11 70. Songco is informed and believes and based thereon alleges that at or about January 2015,
12 the Secure Hands facility at the Van Buren property was raided by law enforcement
13 agencies for alleged elder abuse, and later fraud, which investigation eventually resulted in
14 criminal cases being filed against Ronnel Tiburcio and Ombao, among others . Songco was
15 thereafter contacted by law enforcement officers and detectives. Songco is informed and
16 believes and based thereon alleges that:
- 17 a. Ombao has been named as a criminal defendant in a criminal case filed in the Superior
18 Court of Riverside;
 - 19 b. As of the filing of Songco's First Amended Cross-Complaint, Joelson has fled to the
20 Philippines;
 - 21 c. In these criminal cases which remain pending, Songco has been identified as a witness
22 and is compelled to testify in these criminal cases'
 - 23 d. Gina, Camille, Marianne, Joelson and JV are likewise persons of interest related to the
24 investigation of said criminal cases.
- 25 71. Between January 2015 to January 2016, specifically after the raid of the Van Buren
26 property, Songco came to know that Secure Hands was operating as an unlicensed hospice
27 facility. Thereupon Songco confronted Ombao and asked him about the events occurring in
28 the businesses, including the fact that a criminal investigation was occurring which was

1 open knowledge in the various businesses of Ombao and Gina. Personnel were asking
2 Songco about information and the stability of the companies.

3 72. After the raid on the Van Buren property, Songco was interviewed by law enforcement
4 related to her knowledge of Secure Hands and business activities of Ombao, Gina, Joelson,
5 Marianne, JV and Camille.

6 Allegations Unique To Songco

7 73. Songco was never employed by Secure Hands nor did she own any ownership interest in
8 Secure Hands or in any of the corporate cross-defendant corporations sued herein or in any
9 of the Ombao Businesses.

10 74. Songco did not invest any of her monies, and in fact merely performed the completion of
11 the incorporation papers for Secure Hands out of gratitude to Ombao who gave her the
12 opportunity of a permanent work position in Dynamic, Spectrum IE, Sherman HH and
13 C360.

14 75. Songco's participation in Secure Hands was limited to the handling of incorporation and the
15 later amendments which Ombao and/or the other cross-defendants sued herein, instructed
16 her to perform. Songco was not paid separately by Ombao, Gina, Joelson, Marianne, JV, or
17 Camille for completing the incorporation documents.

18 76. Songco continued to receive her salary from Dynamic, Spectrum IE and Sherman HH.
19 Songco received no financial benefit or pecuniary interest in the preparation of the
20 incorporation papers of Secure Hands and the other Cross-Defendant Corporations but only
21 her salary as a mere wage earning employee of Ombao and Gina for a different corporation.

22 77. Songco was not responsible for the day to day operations of Secure Hands nor was she
23 responsible for license or permit for Secure Hands to operate an adult care or healthcare
24 facility.

25 78. When Songco complained to Ombao and Gina about the issues regarding the raid of law
26 enforcement on Van Buren, Ombao threatened Songco that her cooperation was necessary
27 for her continued employment at his and Gina's companies. Gina informed Songco that she
28

1 and Ombao have had previous problems of the same nature and their tenacity and smarts
2 enabled them to survive such challenges.

3 79. Ombao and Gina terminated Songco's employment on March 2015.

4 Allegations Relating to the Underlying Lawsuit

5 80. On August 01, 2016 Plaintiffs Leticia Charnetsky (hereinafter "Charnetsky") and Genaro
6 Lurenana (hereinafter "Lurenana") filed a First Amended Complaint against Ombao,
7 Songco, Camille and Marianne among others related to that lease on the Van Buren
8 property where Secure Hands was operating. Songco has answered this First Amended
9 Complaint. Songco has requested Ombao, Camille, Marianne, Gina, Joelson and JV and
10 their other businesses, including the Corporate Cross-Defendants to indemnify her to whom
11 all these Cross-Defendants refused.

12 81. Despite personal knowledge of their ownership of Secure Hands and despite their
13 representation to Songco that they are the owners of Secure Hands and knowing full well
14 that Songco does not have any ownership interest in any business related or associated with
15 Ombao, Gina, Marianne, Camille, Joelson and JV, Camille and Marianne nevertheless filed
16 a Cross-Complaint against Songco naming her as cross-defendant. Songco has answered
17 these Cross-Complaints.

18 82. Songco is informed and believes and based thereon alleges that Cross-Defendants Ombao,
19 Gina, Marianne, Camille, Joelson, and JV and Cross-Defendant Corporations have refused
20 to indemnify and defend her against the First Amended Complaint and have permitted the
21 Cross-Complaints against her by Marianne and Camille in order to, among others: (1)
22 exercise undue influence, duress and pressure on Songco in order to coerce her testimony or
23 force her not to testify against Ombao, Tiburcio and others, including Gina, Joelson,
24 Marianne, JV, Camille, and other Cross-Defendants, who remain as persons of interest in
25 the criminal investigation in said criminal cases; (2) deflect fault on their part; (3) obfuscate
26 the real issues related to the relationship between Plaintiffs Charnetsky and Lurenana on the
27 one hand and Ombao, Gina, Camille, Marianne, Joelson and JV on the other as well as
28 obfuscate the true nature of the other businesses owned by these cross-defendants; and (4)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

protect and preserve their pecuniary interests in these Cross-Defendant Corporations including Secure Hands.

83. In the course of litigation, Songco had asked these Cross-Defendants and their Counsel to provide her with information supporting their cross-complaints and their allegations that she is an owner, director or officer of Secure Hands but was not provided with any.

84. During the course of litigation, Songco's counsel requested evidence from Cross-Defendants Marianne, Camille, Joelson and JV on their evidence that Songco was an owner, officer or director of Secure Hands. Counsel for Cross-Defendants Marianne, Camille, Joelson and JV have not provided any documents.

85. Since the filing of the Cross-Complaints by Marianne and Camille against Songco, Marianne and Camille have not propounded discovery to Songco and have not set Songco's deposition. Marianne and Camille have done nothing to discover the allegations in their cross-complaints against Songco. Songco is informed and believes and based thereon alleges that this is due to a lack of interest by Marianne and Camille in actively prosecuting their cross-complaints that their cross-complaints are not based on a bonafide belief in the validity of their claims in their cross-complaints but that their filing of cross-complaints against Songco is a mere tactic to: (1) exercise undue influence, duress and pressure on Songco in order to coerce her testimony for force her not to testify against Ombao, Tiburcio and others, including Gina, Joelson, Marianne, JV and Camille and other Cross-Defendants, who remain as persons of interest in the criminal investigation in said criminal cases; (2) deflect fault on their part; (3) obfuscate the real issues related to the relationship between Plaintiffs Charnetsky and Lurenana on the one hand and Ombao, Gina, Camille, Marianne, Joelson and JV on the other as well as obfuscate the true nature of the corporate cross-defendant corporations sued herein and the other Ombao Businesses; and (4) protect and preserve their pecuniary interests in these Cross-Defendant Corporations including Secure Hands.

1 86. Songco is informed and believes and based thereon alleges that Ombao remains as a
2 defendant in a criminal case and Songco's right to discovery against Ombao is limited due
3 to Ombao's Right against Self-Incrimination.

4 87. Songco is informed and believes and based thereon alleges that Ombao, Gina, Joelson,
5 Marianne, JV and Camille continue to perpetuate the fraud by utilizing the legal system in
6 filing fraudulent cross-complaints against Songco.

7 **FIRST CAUSE OF ACTION – CONSPIRACY TO COMMIT FRAUD**

8 **(Against Ombao, Gina, Joelson, Marianne, JV, Camille, Secure Hands, Dynamic, Sherman**
9 **HH, Spectrum IE, Starlight, Secure HMS, C360, JOI and**

10 **Moes 1 through 10, inclusive)**

11 88. Each and every allegation set forth in each and every averment of this pleading hereby is
12 incorporated by this reference in each and every other averment and allegation of this
13 pleading.

14 89. Specifically, in various oral communications made to Songco, Cross-Defendants, Ombao,
15 Gina, Joelson, Marianne, JV and Camille, represented that they wanted to set up
16 corporations in their names which would operate various healthcare services and facilities
17 for their benefit and that they would be responsible for securing the necessary licenses and
18 permits to operate healthcare services and facilities.

19 90. One of these corporations was Secure Hands, where Cross-Defendants, Ombao, Gina,
20 Joelson, Marianne, JV and Camille made various representations to Songco as more
21 specifically alleged in paragraphs 37 – 49, 71 – 77 above in this Third Amended Cross-
22 Complaint.

23 91. The Corporate Cross-Defendants, including Dynamic, Sherman HH, Spectrum IE, Starlight,
24 Secure HMS, C360, JOI, through their representatives, officers, directors or shareholders –
25 Ombao, Gina, Joelson, Marianne, JV and Camille, also made representations specifically
26 alleged in paragraphs above

27 92. In reliance on the various representations made by Cross-Defendants, Ombao, Gina,
28 Joelson, Marianne, JV and Camille to Songco regarding Secure Hands, Songco

- 1 incorporated Secure Hands as more specifically alleged in paragraphs 37 – 49 above in this
2 Third Amended Cross-Complaint.
- 3 93. Another corporation was Starlight, where Cross-Defendants, Ombao, Gina, Joelson,
4 Marianne, JV and Camille made various representations to Songco as more specifically
5 alleged in paragraphs 37 – 38, 50 – 60, 71 – 77 above in this Third Amended Cross-
6 Complaint.
- 7 94. The Cross-Defendants knew that their representations to Songco that: Songco would not be
8 an owner of any of the Ombao Businesses or any of the Corporate Cross-Defendants and
9 that they would indemnify her for her actions were false.
- 10 95. The Cross-Defendants also concealed, and failed to disclose, material information that they
11 had a duty to disclose to Songco. Specifically, Cross-Defendants failed to disclose that they
12 never intended to fulfill their commitments on indemnifying Songco for any liability from
13 her actions and that they would treat Songco as an owner to conceal the true ownership of
14 the various Cross-Defendant Corporations. The Cross-Defendants knew that their
15 misrepresentations induced Songco to incorporate Secure Hands, Starlight and other
16 Ombao Businesses and to act as an agent for service of process, which Songco would not
17 have done had Cross-Defendants been truthful.
- 18 96. The Cross-Defendants each knew that each of their representations alleged above were false
19 at the time they made the representations to Songco. At the time each of the representations
20 delineated above were made, Songco was unaware of each of the matters alleged above,
21 and that the Cross-Defendants concealed and failed to disclose such matters.
- 22 97. The Cross-Defendants each knew that, at the time that each of their representations alleged
23 above were made, Songco was unaware of each of the matters alleged above.
- 24 98. The Cross-Defendants intended to defraud and deceive Songco, and intend to induce
25 Songco's reliance on the Cross-Defendants' false representations, concealments and
26 failures to disclose material information.
- 27 99. Songco was induced to, and did, justifiably rely on the Cross-Defendants' false
28 representations, concealments and failures to disclose material information and in reliance

1 on those false representations, concealments and failures to disclose material information,
2 Songco incorporated Secure Hands, Starlight and other Ombao Businesses and also acted as
3 an agent for service of process for Secure Hands and other Ombao Businesses.

4 100. Songco is informed and believes and thereon alleges that each of the individual Cross-
5 Defendants named herein (Ombao, Gina, Joelson, Marianne, JV and Camille) acted in
6 furtherance of such conspiracy to commit fraud by:

- 7 a. Assuring Songco that she would not be an owner, officer or director of Secure Hands
8 when she prepared the incorporation papers for Secure Hands;
- 9 b. Assuring Songco that she would not have any financial contribution to Secure Hands or
10 any of the corporate cross-defendants sued herein;
- 11 c. Inducing Songco into performing acts for the incorporation of Secure Hands and of the
12 other corporate cross-defendants sued herein;
- 13 d. Knowing that they are the actual and/or beneficial owners and/or directors or officers of
14 Secure Hands and representing to Songco that they are the actual and/or beneficial
15 owners and/or directors or officers of Secure Hands;
- 16 e. Knowing full well that Songco is not an owner, officer or director of Secure Hands and
17 representing to Songco that she would only be an incorporator of Secure Hands;
- 18 f. Despite knowledge and their representations to Songco that she would be a mere
19 incorporator and not an owner, officer or director of Secure Hands, Cross-Defendants
20 further conspired to file Cross-Complaints through Marianne and Camille where they
21 allege and make the representation that Songco is now an owner, officer and/or director
22 of Secure Hands;
- 23 g. Continuing to perpetuate a fraud by misrepresenting to the Plaintiffs, the Public and to
24 the Court, by using the legal system to file fraudulent cross-complaints against Songco
25 and other pleadings that Songco is an owner, officer and/or director of Secure Hands
26 despite their own personal knowledge and representation to Songco that she is not an
27 owner, officer and/or director of Secure Hands.
28

1 101. Songco is informed and believes and thereon alleges that each of the Cross-Defendants
2 sued herein thereafter further agreed and further conspired with one another, and with other,
3 Cross-Defendants not known, to commit fraud by filing fraudulent cross-complaints
4 through Marianne and Camille to:

- 5 a. Exercise undue influence, duress and pressure on Songco in order to coerce her
6 testimony or force her not to testify against Ombao, Tiburcio and others, including
7 Gina, Marianne, Camille, Joelson and JV and other Cross-Defendants, who remain
8 as persons of interest in the criminal investigation in said criminal cases;
- 9 b. Obfuscate the issues of the criminal case against Ombao and the possible criminal
10 cases against the other cross-defendants;
- 11 c. Deflect fault on the part of the cross-defendants sued herein and heap blame on
12 Songco;
- 13 d. Obfuscate the real issues related to the relationship between Plaintiffs Charnetsky
14 and Lurenana on the one hand and Ombao, Gina, Camille, Marianne, Joelson and
15 JV on the other as well as obfuscate the true nature of the other businesses owned by
16 these cross-defendants; and
- 17 e. Protect and preserve their pecuniary interests in these Cross-Defendant Corporations
18 including Secure Hands and Starlight

19 102. With regard Camille and Marianne, a special allegation is made on the conspiracy to
20 commit fraud as against them as follows: That despite knowing their true ownership of
21 Secure Hands and of the ownership of their significant others, Joelson and JV specifically,
22 and despite their representations to Songco that: they, along with Ombao, Gina, Joelson and
23 JV would be the actual owners of Secure Hands, that Songco would not have any
24 ownership interest or economic benefit in Secure Hands, that Secure Hands would be
25 capitalized with their own monies, they nevertheless filed fraudulent cross-complaints
26 against Songco alleging her ownership of Secure Hands. Songco is informed and believes
27 and based thereon alleges that Marianne and Camille have knowledge and have evidence in
28

- 1 their custody, possession and control of the true state of ownership of Secure Hands and the
2 other Cross-Defendant Corporations sued herein.
- 3 103. With regard Ombao, Gina, Joelson and JV, a special allegation is made on the conspiracy
4 to commit fraud as against them as follows: that despite knowing the true ownership of
5 Secure Hands, and the ownership by Camille and Marianne in Secure Hands and the lack of
6 ownership interest or agency of Songco of Secure Hands, and despite their representations
7 to Songco that: they, along with Marianne and Camille would be the actual owners of
8 Secure Hands, that Songco would not have any ownership interest or economic benefit in
9 Secure Hands, that Secure Hands would be capitalized with their own monies, have caused
10 to, induced, encouraged and supported Camille and Marianne to file their fraudulent cross-
11 complaints against Songco.
- 12 104. Had Songco known of the true facts behind the various misrepresentations made by Ombao,
13 Gina, Joelson, Marianne, JV and Camille as to Secure Hands, Starlight and the other
14 corporate cross-defendants sued herein (as more specifically alleged in paragraphs 37 – 60
15 above in this Third Amended Cross-Complaint), Songco would not have relied on Ombao,
16 Gina, Joelson, Marianne, JV and Camille and Songco would not have incorporated Secure
17 Hands and Starlight and would not have continued her employment with Dynamic ,
18 Spectrum IE, Sherman HH and C360.
- 19 105. Had Songco known of the true facts behind the various misrepresentations made by the
20 Corporate Cross-Defendants, through their representatives, officers, directors or
21 shareholders – Ombao, Gina, Joelson, Marianne, JV and Camille as to Secure Hands,
22 Starlight and the other corporate cross-defendants sued herein (as more specifically alleged
23 in paragraphs 37 – 60 above in this Third Amended Cross-Complaint), Songco would not
24 have relied on Ombao, Gina, Joelson, Marianne, JV and Camille and Songco would not
25 have incorporated Secure Hands and Starlight and would not have continued her
26 employment with Dynamic , Spectrum IE, Sherman HH and C360.
- 27 106. As a direct and proximate cause of the conduct of Ombao, Gina, Joelson, Marianne, JV and
28 Camille, and each of them, and of the other corporate cross-defendants sued herein, acting

1 through their representatives, officers, directors or shareholders, Songco has been damaged
2 in an amount in excess of \$1,000,000 including having to incur legal expenses to defend
3 herself against the First Amended Complaint of Plaintiffs and against the fraudulent Cross-
4 Complaints filed by Camille and Marianne, attorneys fees and costs of this suit herein, all to
5 be proven at the time of trial in this case.

6 107. That the individual Cross-Defendants sued herein were officers, directors, or managing
7 agents of the Corporate Cross-Defendants sued herein, and were acting on behalf of
8 themselves and on behalf of the Corporate Cross-Defendants; and/or that their conduct was
9 authorized by one or more officers, directors, or managing agents of the Corporate Cross-
10 Defendants sued herein; and/or that one or more officers, directors, or managing agents of
11 the Corporate Cross-Defendants sued herein knew of the conduct constituting
12 malice, oppression, or fraud and adopted or approved that conduct after it occurred.

13 108. That the conduct of Cross-Defendants and each of them was malicious, and oppressive, and
14 done with knowing and willful disregard of the rights of Songco. Songco has been
15 victimized by the elaborate scheme of these Cross-Defendants. As such Songco is entitled
16 to punitive and exemplary damages.

17 109. By engaging in the conduct herein alleged, Cross-Defendants have been guilty of
18 oppression, fraud and malice. Songco is therefore entitled to recover, in addition to her
19 actual damages, punitive and exemplary damages pursuant to California Civil Code §3294
20 for the sake of example, by way of punishing Cross-Defendants, and to deter their wrongful
21 conduct in the future.

22 **SECOND CAUSE OF ACTION – BREACH OF ORAL CONTRACT**

23 **(Against Ombao, Gina, Secure Hands, Dynamic, Sherman HH, Spectrum IE, Starlight,**
24 **Secure HMS, C360, JOI and**
25 **Roes 31 through 40, inclusive)**

26 110. Each and every allegation set forth in each and every averment of this pleading hereby is
27 incorporated by this reference in each and every other averment and allegation of this
28 pleading.

- 1 111. At or about January 2014, when Songco began working for Gina and Ombao at Dynamic,
2 and continuing until her employment at Spectrum IE, Sherman HH and C360, Gina and
3 Ombao promised her that whatever her actions that are taken pursuant to their instructions
4 and for the benefit of themselves and their families and their corporations and businesses,
5 Gina and Ombao and their corporations will indemnify Songco against any such liability
6 which may occur from Songco's actions.
- 7 112. All throughout the employment of Songco with Gina, Ombao and their businesses, through
8 Songco's employment with Dynamic, Spectrum IE, Sherman HH and C360, she was
9 assured that general liability insurance was procured for the benefit and protection of said
10 employees of such businesses including Songco.
- 11 113. Ombao and Gina personally told Songco that they would also personally indemnify Songco
12 from any liability for any of Songco's actions.
- 13 114. Ombao, Gina, Joelson, Marianne, JV and Camille also represented that the corporate cross-
14 defendants sued herein would also indemnify Songco from any liability for any of Songco's
15 actions.
- 16 115. The Cross-Defendant Corporations that employed Songco, Dynamic, Spectrum IE,
17 Sherman HH and C360, including Secure Hands, Starlight, Secure HMS and JOI, through
18 their representatives, officers, directors or shareholders, represented to Songco that they
19 would indemnify her for any liability resulting from her actions that were done at the
20 instruction of any of the Cross-Defendants and/or for any of Songco's actions for the
21 benefit of any of the Cross-Defendants.
- 22 116. Relying upon such representations of these Cross-Defendants, Songco accepted
23 employment with Gina, Ombao and their businesses, particularly with Dynamic, Spectrum
24 IE, Sherman HH and C360 and discharged her duties based upon their specific instructions,
25 including preparing the incorporation papers for Secure Hands and Starlight and the other
26 corporations of Ombao, Gina, Joelson, Marianne, JV and Camille and in reviewing the
27 lease agreement over the Van Buren Property, apart from acting as the HR Head for
28 Dynamic, Spectrum IE, Sherman HH and C360.

- 1 117. Pursuant to such representation Songco continued her employment at these Cross-
2 Defendants - Dynamic, Spectrum IE, Sherman HH and C360, and discharged all her duties
3 with due diligence and good faith. Songco fully performed on the contract and followed
4 these cross-defendants' instructions.
- 5 118. Gina and Ombao breached this agreement to indemnify Songco when they refused to enter
6 a defense for her against that certain lawsuit of Plaintiffs Charnetsky and Lurenana and
7 against those Cross-Complaints filed by Camille and Marianne after Songco informed them
8 to indemnify her.
- 9 119. In addition, Gina and Ombao breached this agreement to indemnify Songco when they
10 refused to come forward and exert influence on Camille and Marianne to dismiss the Cross-
11 Complaint against Songco, knowing full well that Songco had merely followed their
12 instructions with respect Secure Hands and the other businesses and knowing full well that
13 Songco had no ownership interest in Secure Hands or any other business of these Cross-
14 Defendants.
- 15 120. The Corporate Cross-Defendants Dynamic, Spectrum IE, Sherman HH and C360 also
16 breached this agreement when they refused to enter a defense for Songco against that
17 certain lawsuit of Plaintiffs Charnetsky and Lurenana and against those Cross-Complaints
18 filed by Camille and Marianne after Songco informed them to indemnify her.
- 19 121. Had Songco known of the true facts, Songco would not have relied on Gina and Ombao's
20 representations and Songco would not have continued her employment with cross-
21 defendant corporations.
- 22 122. Had Songco known of the true facts, Songco would not have relied on representations of
23 the Corporate Cross-Defendants Dynamic, Spectrum IE, Sherman HH and C360 and
24 Songco would not have continued her employment with these corporations.
- 25 123. Songco is informed and believes and based thereon alleges that as a direct and proximate
26 cause of the acts alleged hereinabove, Songco has incurred costs of defending herself
27 against the First Amended Complaint and the Cross-Complaints of Marianne and Camille
28 including attorney fees and costs in an amount to be proven at trial.

1 124. Songco is informed and believes and based thereon alleges that as a direct and proximate
2 cause of the acts alleged hereinabove, Songco has also lost time she would otherwise have
3 spent earning a living by having to attend to this matter of defending herself against these
4 spurious lawsuits. Songco will amend this complaint to further allege damages once the
5 costs are ascertained.

6 **THIRD CAUSE OF ACTION – INDEMNIFICATION**

7 **(Against Ombao, Gina, Dynamic, Secure Hands, Dynamic, Sherman HH, Spectrum IE,**
8 **Starlight, Secure HMS, C360, JOI and**
9 **Moes 41 through 50, inclusive)**

10 125. Each and every allegation set forth in each and every averment of this pleading hereby is
11 incorporated by this reference in each and every other averment and allegation of this
12 pleading.

13 126. At or about January 2014, when Songco began working for Gina and Ombao at Dynamic,
14 and continuing until her employment at Spectrum IE, Sherman HH and C360, Gina and
15 Ombao promised her that whatever her actions that are taken pursuant to their instructions
16 and for the benefit of themselves and their families and their corporations and businesses,
17 Gina and Ombao and their corporations will indemnify Songco against any such liability
18 which may occur from Songco's actions.

19 127. All throughout the employment of Songco with Gina, Ombao and their businesses, she was
20 assured that general liability insurance was procured for the benefit and protection of said
21 employees of such businesses including Songco.

22 128. Ombao and Gina personally told Songco that they would also personally indemnify Songco
23 from any liability for any of Songco's actions.

24 129. Ombao, Gina, Joelson, Marianne, JV and Camille also represented that the corporate cross-
25 defendants sued herein would also indemnify Songco from any liability for any of Songco's
26 actions.

27 130. The Cross-Defendant Corporations that employed Songco, Dynamic, Spectrum IE,
28 Sherman HH and C360, including Secure Hands, Starlight, Secure HMS and JOI, through

1 their representatives, officers, directors or shareholders through their representatives,
2 officers, directors or shareholders, represented to Songco that they would indemnify her for
3 any liability resulting from her actions that were done at the instruction of any of the Cross-
4 Defendants and/or for any actions for the benefit of any of the Cross-Defendants.

5 131. Relying upon such representations of these Cross-Defendants, Songco accepted
6 employment with Gina, Ombao and their businesses and discharged her duties based upon
7 their specific instructions, including preparing the incorporation papers for Secure Hands
8 and Starlight and the other corporations of Ombao, Gina, Joelson, Marianne, JV and
9 Camille and in reviewing the lease agreement over the Van Buren Property, apart from
10 acting as the HR Head for Dynamic, Spectrum IE, Sherman HH and C360.

11 132. Pursuant to such representation Songco continued her employment at these Cross-
12 Defendants - Dynamic, Spectrum IE, Sherman HH and C360, and discharged all her duties
13 with due diligence and good faith. Songco fully performed on the contract and followed
14 these cross-defendants' instructions.

15 133. Gina and Ombao breached this agreement to indemnify Songco when they refused to enter
16 a defense for her against that certain lawsuit of Plaintiffs Charnetsky and Lurenana and
17 against those Cross-Complaints filed by Camille and Marianne after Songco informed them
18 to indemnify her.

19 134. In addition, Gina and Ombao breached this agreement to indemnify Songco when they
20 refused to come forward and exert influence on Camille and Marianne to dismiss the Cross-
21 Complaint against Songco, knowing full well that Songco had merely followed their
22 instructions with respect Secure Hands and the other businesses and knowing full well that
23 Songco had no ownership interest in Secure Hands or any other business of these Cross-
24 Defendants.

25 135. The Corporate Cross-Defendants Dynamic, Spectrum IE, Sherman HH and C360 also
26 breached this agreement when they when they refused to enter a defense for her against that
27 certain lawsuit of Plaintiffs Charnetsky and Lurenana and against those Cross-Complaints
28 filed by Camille and Marianne after Songco informed them to indemnify her.

- 1 136. Had Songco known of the true facts, Songco would not have relied on Gina and Ombao's
2 representations and Songco would not have continued her employment with cross-
3 defendant corporations.
- 4 137. Had Songco known of the true facts, Songco would not have relied on representations of
5 the Corporate Cross-Defendants Dynamic, Spectrum IE, Sherman HH and C360 and
6 Songco would not have continued her employment with these corporations.
- 7 138. If Songco is found to be liable to Plaintiffs Charnetsky and Lurenana on the First Amended
8 Complaint or found liable to Camille and Marianne on any of their Cross-Complaints, and
9 is compelled to pay damages to such parties, these Cross-Defendants will be compelled to
10 pay such judgment against Songco.
- 11 139. Songco therefore makes such demand upon these cross-defendants to indemnify her for any
12 and all losses on the Complaint and the Cross-Complaint to which she will be found to be
13 liable, including any attorney's fees and costs she has incurred to defend herself against
14 these actions.
- 15 140. Songco alleges that Cross-Defendants, and each of them, are legally responsible for the
16 damages claimed in Plaintiffs First Amended Complaint for the following reasons:
- 17 a. Cross-Defendants, were the ones who entered into a Lease Agreement with
18 Plaintiffs over the Van Buren Property and were the ones who would benefit from
19 the Lease Agreement;
 - 20 b. That Cross-Defendants, falsely represented to Songco that she would not be an
21 owner or have any beneficial interest in any of the Ombao Businesses including
22 Secure Hands and the other Corporate Cross-Defendants;
 - 23 c. That Songco actually and reasonably relied upon Cross-Defendants'
24 misrepresentations and concealment;
 - 25 d. That Songco did not commit any wrongful act or omission, or make any
26 representation to Plaintiffs. Songco was in fact not a signatory to the Lease
27 Agreement over the Van Buren Property nor was she a signatory in any agreement
28

1 with Plaintiffs. Furthermore, Songco had no communication, involvement, nor has
2 she ever made any statements to Plaintiffs.

3 141. If, upon trial of this matter, it is found that Songco is found liable for any cause of action
4 alleged in Plaintiffs First Amended Complaint, or for any cause of action in the Cross-
5 Complaints of Marianne and Camille, for which Songco is expressly denying and disputing,
6 but are being alleged only for the purpose of pleading this cause of action, then Songco will
7 be exposed to liability and damages in excess of any actual fault which might be attributed
8 to Songco. As a direct and proximate result of the acts and omissions of these Cross-
9 Defendants, and each of them, as herein alleged, Songco will have been damaged in an
10 amount equal to that excess liability and damages which is properly attributable to the acts
11 and omissions of Cross-Defendants, and each of them.

12 142. As a further proximate result of the acts and omissions of Cross-Defendants, and each of
13 them, Songco has been required and in the future will be required to incur costs, expenses
14 and attorney's fees in defending against Plaintiffs claims herein, including the Cross-
15 Complaints of Marianne and Camille, in sums and amounts now unknown and not as yet
16 fully ascertained, which will be proven.

17
18 **PRAYER**

19 WHEREFORE, Cross Complainant Lani Grace Songco prays for judgment as follows:

20
21 **FOR ALL CAUSES OF ACTION**

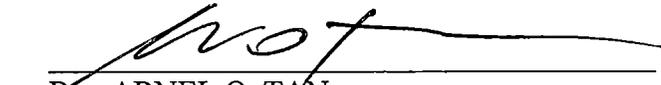
- 22 1. For general damages according to proof at trial but in an amount in excess of \$1,000,000.00;
23 2. For special damages according to proof at trial;
24 3. For pre-judgment and/or post-judgment interest as allowed by law;
25 4. For attorney fees and costs; and
26 5. For such other and further relief as the Court may deem just and proper.

1 FOR CONSPIRACY TO COMMIT FRAUD

- 2 1. For general damages according to proof at trial; but in an amount in excess of \$1,000,000.00;
3 2. For special damages according to proof at trial;
4 3. For consequential and incidental damages according to proof at trial;
5 4. For punitive damages
6 5. For pre-judgment and/or post-judgment interest as allowed by law;
7 6. For attorney's fees and costs; and,
8 7. For such other and further relief as the Court may deem just and proper.

9
10
11 DATED: May 14, 2018

EDELBERG & ESPINA, APLC

12
13 
14 _____
15 By: ARNEL O. TAN

16 Attorneys for Defendant, Cross-Defendant and Cross-
17 Complainant, LANI GRACE SONGCO
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Charnetsky et al. v Secure Hands, Inc. et al.; Case No. RIC1510497

I am a resident of the United States and employed in the County of Los Angeles. I am over the age of 18 years and not a party to the above-entitled action. My business address is 18757 Burbank Boulevard Suite 215 Tarzana, California 91356.

On May 14, 2018, I served the within document(s) on the interested parties in this action described as follows:

LANI GRACE SONGCO'S THIRD AMENDED CROSS-COMPLAINT

BY FEDEX – I enclosed said document(s) in an envelope or package provided by FedEx and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regular utilized drop box of FedEx or delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

XXX

BY MAIL – I caused such envelope, with first-class postage thereon fully prepaid, to be deposited in a recognized place of deposit of the US mail for collection and mailing to the office/residence of the addressee(s) noted below and on the date shown above following ordinary business practices. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

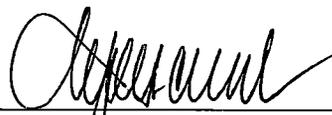
BY ELECTRONIC SERVICE - I caused a true copy thereof to be transmitted on the date shown above via electronic means. I attached such document to an email addressed to the attorney(s) on the service list on the date listed herein.

XXX

BY MESSENGER SERVICE – I (delivered) caused each document identified herein to be delivered by messenger to the addressee(s) noted below.

(STATE) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I further declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Maria Pascual
Type or Print Name



Signature

1 **SERVICE LIST:**

2 *Via Messenger Service*

3 **JOHN G. DICKMAN**

4 **Dickman & Holt**

5 **7365 Spindletop Drive**

6 **Corona, CA 92881**

7 **Tel (951)738-1337**

8 **Fax (951)738-1340**

9 *Attorneys for Cross-Defendant Sherman Home Health Care*

10 *Via US Mail*

11 **KENNETH J. CATANZARITE**

12 **Catanzarite Law Corporation**

13 **2331 West Lincoln Avenue**

14 **Anaheim, California 92801**

15 **Tel (714)520-5544**

16 **Fax (714)520-0680**

17 *Attorneys for Plaintiffs*

18 *Via US Mail*

19 **J FLORES VALDEZ**

20 **Law Office of J. Flores Valdez**

21 **430 S. Garfield Avenue, Suite 400**

22 **Alhambra, CA 91801**

23 **Tel (626)282-9622**

24 *Attorneys for Defendants, Secured Hands, Inc.; Joel Gallano Ombao; and Cross-Defendant*

25 *Starlight of Hemet, LLC dba Grand Terrace Hospice*

26

27

28

29

30

31

32

33

34

35