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OVERT ACT 1

On 5/18/06, Landen Mirallegro and Jeffrey Campau formed a company named Elite Management LLC in order to provide MRI services to Workers Compensation patients even though neither defendants were licensed medical professionals.

OVERT ACT 2

On 5/1/11, Jeffrey Campau and Landen Mirallegro obtained a business license from the City of Anaheim, County of Orange, for Elite Management LLC, DBA Elite Diagnostics and the description of the Business was listed as "MRI Diagnostic Facility."

OVERT ACT 3

Jeffrey Campau and Landen Mirallegro hired MRI technicians to perform MRI services on Workers Compensation patients.

OVERT ACT 4

Jeffrey Campau and Landen Mirallegro paid a flat fee to radiologists to read the MRI images off-site and generate a report of their findings to be submitted with the healthcare claims which were then submitted to workers compensation carriers.

OVERT ACT 5

Elite Diagnostics presented to the public, insurers, and other third parties the appearance that it was a properly constituted company and eligible to provide both professional and technical MRI services to workers compensation patients.

OVERT ACT 6

Between 4/28/10 and 4/16/15, the defendants submitted claims to workers compensation carriers in excess of \$9,000,000 (nine million dollars) and illegally billed for the professional services of the physicians who merely interpreted the images.

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OVERT ACT 7

Between April 24, 2010 and April 16, 2015, the defendants submitted in excess of \$ 2,700,000 (two million and seven hundred thousand dollars) in claims to State Compensation Insurance Fund and State fund paid in excess of \$650,000 (six hundred and fifty thousand) because defendants did not disclose to State Fund that Elite Diagnostic was not a licensed and professional corporation and could therefore not legally submit claims for the professional services of the physicians.

OVERT ACT 8

Between 2011 and 2013, Elite Diagnostics submitted over \$780,000 in claims to the United States Postal Services and was paid over \$400,000 because the defendants did not disclose the USPS that Elite Diagnostics was not a licensed and professional corporation and could therefore not legally submit claims for the professional services of physicians.

OVERT ACT 9

In 2011 and 2012, the defendants offered financial inducements for referring clients to individuals who worked at physicians' offices or charities owned by physicians.

COUNT 2: On or about and between July 01, 2012 and December 31, 2015, in violation of Section 550(b)(3) of the Penal Code (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO, with the intent to defraud, did unlawfully conceal and knowingly fail to disclose, and did knowingly assist with another person to conceal and fail to disclose the occurrence of an event and a fact that affected the initial and continued material right and entitlement of AMERICAN CLAIMS MANAGEMENT to an insurance benefit and payment, and to the amount of a benefit and payment to which AMERICAN CLAIMS MANAGEMENT was entitled, namely: Elite Diagnostics was not a professional corporation, was owned by unlicensed individuals and was not authorized to submit claims for the professional services of licensed radiologists..

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1 COUNT 3: On or about and between July 01, 2012 and December 18,  
2 2015, in violation of Section 1871.4(a)(1) of the Insurance Code  
3 (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD CAMPAU  
4 and LANDEN ALAN MIRALLEGRO did unlawfully make and cause to be  
5 made a knowingly false and fraudulent material statement and  
6 material representation for the purpose of obtaining and denying  
7 compensation as defined in Section 3207 of the Labor Code. The  
8 statement and representation at issue: Elite Diagnostics billed  
9 AMERICAN CLAIMS MANAGEMENT for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 4: On or about and between July 01, 2012 and December 31,  
13 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of BERKSHIRE HATHAWAY  
20 to an insurance benefit and payment, and to the amount of a  
benefit and payment to which BERKSHIRE HATHAWAY was entitled,  
namely: Elite Diagnostics was not a professional corporation and  
was not authorized to submit claims for the professional  
services of licensed radiologists..

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1 COUNT 5: On or about and between July 01, 2012 and December 18,  
2 2015, in violation of Section 1871.4(a)(1) of the Insurance Code  
3 (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD CAMPAU  
4 and LANDEN ALAN MIRALLEGRO did unlawfully make and cause to be  
5 made a knowingly false and fraudulent material statement and  
6 material representation for the purpose of obtaining and denying  
7 compensation as defined in Section 3207 of the Labor Code. The  
8 statement and representation at issue: Elite Diagnostics billed  
9 BERKSHIRE HATHAWAY for the professional (medical diagnostic)  
10 component of MRI services actually completed off-site by third-  
11 party licensed radiologists with whom it independently  
contracted, submitted in support of such bills the diagnostic  
reports prepared by the licensed radiologists as if completed by  
Elite Diagnostics, and misidentified itself by name on billing  
forms to hide its status as a limited liability corporation  
wholly owned by non-licensed individuals..

12 COUNT 6: On or about and between July 01, 2012 and December 31,  
13 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of CNA INSURANCE to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which CNA INSURANCE was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 7: On or about and between July 01, 2012 and December 18,  
2 2015, in violation of Section 1871.4(a)(1) of the Insurance Code  
3 (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD CAMPAU  
4 and LANDEN ALAN MIRALLEGRO did unlawfully make and cause to be  
5 made a knowingly false and fraudulent material statement and  
6 material representation for the purpose of obtaining and denying  
7 compensation as defined in Section 3207 of the Labor Code. The  
8 statement and representation at issue: Elite Diagnostics billed  
9 CNA INSURANCE for the professional (medical diagnostic)  
10 component of MRI services actually completed off-site by third-  
11 party licensed radiologists with whom it independently  
12 contracted, submitted in support of such bills the diagnostic  
13 reports prepared by the licensed radiologists as if completed by  
14 Elite Diagnostics, and misidentified itself by name on billing  
15 forms to hide its status as a limited liability corporation  
16 wholly owned by non-licensed individuals..

12 COUNT 8: On or about and between July 01, 2012 and December 31,  
13 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of COMPWEST INSURANCE  
20 to an insurance benefit and payment, and to the amount of a  
21 benefit and payment to which COMPWEST INSURANCE was entitled,  
22 namely: Elite Diagnostics was not a professional corporation and  
23 was not authorized to submit claims for the professional  
24 services of licensed radiologists.

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1 COUNT 9: On or about and between July 01, 2012 and December 18,  
2 2015, in violation of Section 1871.4(a)(1) of the Insurance Code  
3 (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD CAMPAU  
4 and LANDEN ALAN MIRALLEGRO did unlawfully make and cause to be  
5 made a knowingly false and fraudulent material statement and  
6 material representation for the purpose of obtaining and denying  
7 compensation as defined in Section 3207 of the Labor Code. The  
8 statement and representation at issue: Elite Diagnostics billed  
9 COMPWEST INSURANCE for the professional (medical diagnostic)  
10 component of MRI services actually completed off-site by third-  
11 party licensed radiologists with whom it independently  
contracted, submitted in support of such bills the diagnostic  
reports prepared by the licensed radiologists as if completed by  
Elite Diagnostics, and misidentified itself by name on billing  
forms to hide its status as a limited liability corporation  
wholly owned by non-licensed individuals..

12 COUNT 10: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of CRUM & FORSTER to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which CRUM & FORSTER was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 11: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed CRUM & FORSTER for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 12: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of FARMERS to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which FARMERS was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 13: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed FARMERS for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 14: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of GALLAGHER BASSETT to  
20 an insurance benefit and payment, and to the amount of a benefit  
and payment to which GALLAGHER BASSETT was entitled, namely:  
Elite Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 15: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed GALLAGHER BASSETT for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

13 COUNT 16: On or about and between July 01, 2012 and December  
14 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
15 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
16 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
17 conceal and knowingly fail to disclose, and did knowingly assist  
18 with another person to conceal and fail to disclose the  
19 occurrence of an event and a fact that affected the initial and  
20 continued material right and entitlement of HARTFORD to an  
21 insurance benefit and payment, and to the amount of a benefit  
22 and payment to which HARTFORD was entitled, namely: Elite  
23 Diagnostics was not a professional corporation and was not  
24 authorized to submit claims for the professional services of  
25 licensed radiologists.

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1 COUNT 19: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed ICW for the professional (medical diagnostic)  
10 component of MRI services actually completed off-site by third-  
11 party licensed radiologists with whom it independently  
12 contracted, submitted in support of such bills the diagnostic  
13 reports prepared by the licensed radiologists as if completed by  
14 Elite Diagnostics, and misidentified itself by name on billing  
15 forms to hide its status as a limited liability corporation  
16 wholly owned by non-licensed individuals..

12 COUNT 20: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of LIBERTY MUTUAL to an  
20 insurance benefit and payment, and to the amount of a benefit  
21 and payment to which LIBERTY MUTUAL was entitled, namely: Elite  
22 Diagnostics was not a professional corporation and was not  
23 authorized to submit claims for the professional services of  
24 licensed radiologists.

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1 COUNT 21: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed LIBERTY MUTUAL for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 22: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of STATE COMPENSATION  
20 INSURANCE FUND to an insurance benefit and payment, and to the  
amount of a benefit and payment to which STATE COMPENSATION  
INSURANCE FUND was entitled, namely: Elite Diagnostics was not a  
professional corporation and was not authorized to submit claims  
for the professional services of licensed radiologists.

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1 COUNT 23: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed STATE COMPENSATION INSURANCE FUND for the  
10 professional (medical diagnostic) component of MRI services  
11 actually completed off-site by third-party licensed radiologists  
12 with whom it independently contracted, submitted in support of  
13 such bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

13 COUNT 24: On or about and between July 01, 2012 and December  
14 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
15 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
16 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
17 conceal and knowingly fail to disclose, and did knowingly assist  
18 with another person to conceal and fail to disclose the  
19 occurrence of an event and a fact that affected the initial and  
20 continued material right and entitlement of SEDGWICK to an  
21 insurance benefit and payment, and to the amount of a benefit  
22 and payment to which SEDGWICK was entitled, namely: Elite  
23 Diagnostics was not a professional corporation and was not  
24 authorized to submit claims for the professional services of  
25 licensed radiologists.

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1 COUNT 25: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed SEDGWICK for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 26: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of TRAVELERS to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which TRAVELERS was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 27: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed TRAVELERS for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 28: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of ZENITH to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which ZENITH was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 29: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed ZENITH for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 30: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of ZURICH to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which ZURICH was entitled, namely: Elite  
Diagnostics was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 31: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed ZURICH for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals.

12 COUNT 32: On or about and between May 08, 2005 and February 26,  
13 2016, in violation of Section 550(a)(6) of the Penal Code  
14 (CONSPIRACY TO COMMIT MEDICAL INSURANCE FRAUD), a FELONY,  
15 JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully  
16 conspire with UNKNOWN CONSPIRATORS, with the intent to defraud,  
17 to make a false and fraudulent claim to WORKERS COMPENSATION  
18 INSURANCE CARRIER for payment of a health care benefit in an  
19 amount exceeding nine hundred fifty dollars (\$950). It is  
further alleged that pursuant to and for the purpose of carrying  
out the objects and purposes of the conspiracy, one and more of  
the conspirators committed the following overt acts:

20 OVERT ACT 1

21 On 6/08/05, Landen Mirallegro and Jeffrey Campau formed a  
22 company named Regional Medical Services LLC in order to provide  
23 MRI services to Workers Compensation patients even though  
24 neither defendants were licensed medical professionals.

25 OVERT ACT 2

26 On 11/15/10, Jeffrey Campau and Landen Mirallegro obtained a  
27 business license from the City of Anaheim, County of Orange, for  
28 Regional Medical Services LLC and the description of the  
Business was listed as "OFFICE USE -- Broker Services Between  
Patients & Medical Diagnostic Companies."

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OVERT ACT 3

Jeffrey Campau and Landen Mirallegro hired MRI technicians to perform MRI services on Workers Compensation patients on their premises on 725 N. Shepherd in Anaheim, California.

OVERT ACT 4

Jeffrey Campau and Landen Mirallegro paid a flat fee to radiologists to read the MRI images off-site and generate a report of their findings to be submitted with the healthcare claims which were then submitted to workers compensation carriers.

OVERT ACT 5

Regional Medical Services presented to the public, insurers, and other third parties the appearance that it was a properly constituted company and eligible to provide both professional and technical MRI services to workers compensation patients.

OVERT ACT 6

Between 8/26/10 and 3/14/16, the defendants submitted claims to workers compensation carriers in excess of \$5,000,000 (five million dollars) and illegally billed for the professional services of the physicians who merely interpreted the images.

OVERT ACT 7

Between 12/21/12 and 2/26/16, the defendants submitted in excess of \$6,000,000 in claims to State Compensation Insurance Fund and State Fund paid in excess of \$1,300,000 to Regional because defendants did not disclose to State Fund that Regional Medical Services was not a licensed and professional corporation and could therefore not legally submit claims for the professional services of the physicians.

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1 COUNT 34: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed AMERICAN CLAIMS MANAGEMENT for the  
10 professional (medical diagnostic) component of MRI services  
11 actually completed off-site by third-party licensed radiologists  
12 with whom it independently contracted, submitted in support of  
13 such bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

18 COUNT 35: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of BERKSHIRE HATHAWAY  
26 to an insurance benefit and payment, and to the amount of a  
27 benefit and payment to which BERKSHIRE HATHAWAY was entitled,  
28 namely: Regional Medical Services was not a professional  
corporation and was not authorized to submit claims for the  
professional services of licensed radiologists.

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1 COUNT 36: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed BERKSHIRE HATHAWAY for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

13 COUNT 37: On or about and between July 01, 2012 and December  
14 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
15 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
16 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
17 conceal and knowingly fail to disclose, and did knowingly assist  
18 with another person to conceal and fail to disclose the  
19 occurrence of an event and a fact that affected the initial and  
20 continued material right and entitlement of COMPWEST INSURANCE  
21 to an insurance benefit and payment, and to the amount of a  
22 benefit and payment to which COMPWEST INSURANCE was entitled,  
23 namely: Regional Medical Services was not a professional  
24 corporation and was not authorized to submit claims for the  
25 professional services of licensed radiologists.

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1 COUNT 38: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed CNA INSURANCE for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

18 COUNT 39: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of CRUM & FORSTER to an  
26 insurance benefit and payment, and to the amount of a benefit  
27 and payment to which CRUM & FORSTER was entitled, namely:  
28 Regional Medical Services was not a professional corporation and  
was not authorized to submit claims for the professional  
services of licensed radiologists.

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1 COUNT 40: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed COMPWEST INSURANCE for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals..

18 COUNT 41: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of CRUM & FORSTER to an  
26 insurance benefit and payment, and to the amount of a benefit  
27 and payment to which CRUM & FORSTER was entitled, namely:  
28 Regional Medical Services was not a professional corporation and  
was not authorized to submit claims for the professional  
services of licensed radiologists.

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1 COUNT 42: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed CRUM & FORSTER for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals.

18 COUNT 43: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of FARMERS to an  
26 insurance benefit and payment, and to the amount of a benefit  
27 and payment to which FARMERS was entitled, namely: Regional  
28 Medical Services was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 46: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed GALLAGHER BASSETT for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals.

18 COUNT 47: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of HARTFORD to an  
26 insurance benefit and payment, and to the amount of a benefit  
27 and payment to which HARTFORD was entitled, namely: Regional  
28 Medical Services was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 48: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed HARTFORD for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals.

12 COUNT 49: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of ICW to an insurance  
20 benefit and payment, and to the amount of a benefit and payment  
to which ICW was entitled, namely: Regional Medical Services was  
not a professional corporation and was not authorized to submit  
claims for the professional services of licensed radiologists.

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1 COUNT 50: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed ICW for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals.

12 COUNT 51: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of LIBERTY MUTUAL to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which LIBERTY MUTUAL was entitled, namely:  
Regional Medical Services was not a professional corporation and  
was not authorized to submit claims for the professional  
services of licensed radiologists.

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1 COUNT 52: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed LIBERTY MUTUAL for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals.

18 COUNT 53: On or about and between July 01, 2012 and December  
19 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
20 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
21 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
22 conceal and knowingly fail to disclose, and did knowingly assist  
23 with another person to conceal and fail to disclose the  
24 occurrence of an event and a fact that affected the initial and  
25 continued material right and entitlement of STATE COMPENSATION  
26 INSURANCE FUND to an insurance benefit and payment, and to the  
27 amount of a benefit and payment to which STATE COMPENSATION  
28 INSURANCE FUND was entitled, namely: Regional Medical Services  
was not a professional corporation and was not authorized to  
submit claims for the professional services of licensed  
radiologists.

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1 COUNT 54: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed STATE COMPENSATION INSURANCE FUND for  
10 the professional (medical diagnostic) component of MRI services  
11 actually completed off-site by third-party licensed radiologists  
12 with whom it independently contracted, submitted in support of  
13 such bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals.

13 COUNT 55: On or about and between July 01, 2012 and December  
14 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
15 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
16 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
17 conceal and knowingly fail to disclose, and did knowingly assist  
18 with another person to conceal and fail to disclose the  
19 occurrence of an event and a fact that affected the initial and  
20 continued material right and entitlement of SEDGWICK to an  
21 insurance benefit and payment, and to the amount of a benefit  
22 and payment to which SEDGWICK was entitled, namely: Regional  
23 Medical Services was not a professional corporation and was not  
24 authorized to submit claims for the professional services of  
25 licensed radiologists.

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1 COUNT 56: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed SEDGWICK for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals.

12 COUNT 57: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of TRAVELERS to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which TRAVELERS was entitled, namely: Regional  
Medical Services was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 58: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed TRAVELERS for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

12 COUNT 59: On or about and between July 01, 2012 and December  
13 31, 2015, in violation of Section 550(b)(3) of the Penal Code  
14 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
15 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
16 conceal and knowingly fail to disclose, and did knowingly assist  
17 with another person to conceal and fail to disclose the  
18 occurrence of an event and a fact that affected the initial and  
19 continued material right and entitlement of ZENITH to an  
20 insurance benefit and payment, and to the amount of a benefit  
and payment to which ZENITH was entitled, namely: Regional  
Medical Services was not a professional corporation and was not  
authorized to submit claims for the professional services of  
licensed radiologists.

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1 COUNT 62: On or about and between July 01, 2012 and December  
2 18, 2015, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Regional  
9 Medical Services billed ZURICH for the professional (medical  
10 diagnostic) component of MRI services actually completed off-  
11 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals.

12 COUNT 63: On or about February 19, 2016, in violation of Section  
13 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
14 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
15 unlawfully offer, deliver, receive, and accept a rebate, refund,  
16 commission, preference, patronage, dividend, discount and other  
17 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits. (Payment to Marketing Professionals LLC by Regional)

18 COUNT 64: On or about March 20, 2015, in violation of Section  
19 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
20 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
21 unlawfully offer, deliver, receive, and accept a rebate, refund,  
22 commission, preference, patronage, dividend, discount and other  
23 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits. (Payment to Gold Card Consortium Inc. by Regional)

24 COUNT 65: On or about December 23, 2015, in violation of Section  
25 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
26 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
27 unlawfully offer, deliver, receive, and accept a rebate, refund,  
28 commission, preference, patronage, dividend, discount and other  
consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits. (Payment to COC California Orthopedic Care by Abrexis)

1 COUNT 66: On or about October 20, 2015, in violation of Section  
2 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
3 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
4 unlawfully offer, deliver, receive, and accept a rebate, refund,  
5 commission, preference, patronage, dividend, discount and other  
6 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits.(Payment to Marketing Professionals LLC by Abrexis)

7 COUNT 67: On or about February 02, 2014, in violation of Section  
8 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
9 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
10 unlawfully offer, deliver, receive, and accept a rebate, refund,  
11 commission, preference, patronage, dividend, discount and other  
12 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits.(Payment to Sere Business Consultants by Regional)

13 COUNT 68: On or about November 25, 2013, in violation of Section  
14 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
15 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
16 unlawfully offer, deliver, receive, and accept a rebate, refund,  
17 commission, preference, patronage, dividend, discount and other  
18 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits.(Payment to Jason Muzzarelli by Regional)

19 COUNT 69: On or about January 25, 2015, in violation of Section  
20 3215 of the Labor Code (REFERRAL OF CLIENTS FOR COMPENSATION), a  
21 FELONY, JEFFREY EDWARD CAMPAU and LANDEN ALAN MIRALLEGRO did  
22 unlawfully offer, deliver, receive, and accept a rebate, refund,  
23 commission, preference, patronage, dividend, discount and other  
24 consideration, as compensation and inducement for referring  
clients and patients to perform and obtain services and  
benefits.(Payment to Gold Card Consortium Inc by Abrexis)

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1 COUNT 70: On or about and between July 01, 2012 and March 31,  
2 2016, in violation of Section 550(b)(3) of the Penal Code  
3 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
4 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
5 conceal and knowingly fail to disclose, and did knowingly assist  
6 with another person to conceal and fail to disclose the  
7 occurrence of an event and a fact that affected the initial and  
8 continued material right and entitlement of U.S. DEPARTMENT OF  
9 LABOR to an insurance benefit and payment, and to the amount of  
a benefit and payment to which U.S. DEPARTMENT OF LABOR was  
entitled, namely: Regional Medical Services was not a  
professional corporation and was not authorized to submit claims  
for the professional services of licensed radiologists.

10 COUNT 71: On or about and between July 01, 2012 and March 31,  
11 2016, in violation of Section 1871.4(a)(1) of the Insurance Code  
12 (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD CAMPAU  
13 and LANDEN ALAN MIRALLEGRO did unlawfully make and cause to be  
14 made a knowingly false and fraudulent material statement and  
15 material representation for the purpose of obtaining and denying  
16 compensation as defined in Section 3207 of the Labor Code. The  
17 statement and representation at issue: Regional Medical Services  
18 billed U.S. DEPARTMENT OF LABOR for the professional (medical  
19 diagnostic) component of MRI services actually completed off-  
20 site by third-party licensed radiologists with whom it  
independently contracted, submitted in support of such bills the  
diagnostic reports prepared by the licensed radiologists as if  
completed by Elite Diagnostics, and misidentified itself by name  
on billing forms to hide its status as a limited liability  
corporation wholly owned by non-licensed individuals..

21 COUNT 72: On or about and between July 01, 2012 and December  
22 31, 2013, in violation of Section 550(b)(3) of the Penal Code  
23 (INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU and LANDEN  
24 ALAN MIRALLEGRO, with the intent to defraud, did unlawfully  
25 conceal and knowingly fail to disclose, and did knowingly assist  
26 with another person to conceal and fail to disclose the  
27 occurrence of an event and a fact that affected the initial and  
28 continued material right and entitlement of U.S. DEPARTMENT OF  
LABOR to an insurance benefit and payment, and to the amount of  
a benefit and payment to which U.S. DEPARTMENT OF LABOR was  
entitled, namely: Elite Diagnostics was not a professional  
corporation and was not authorized to submit claims for the  
professional services of licensed radiologists.

1 COUNT 73: On or about and between July 01, 2012 and December  
2 18, 2013, in violation of Section 1871.4(a)(1) of the Insurance  
3 Code (MAKE FRAUDULENT STATEMENT), a FELONY, JEFFREY EDWARD  
4 CAMPAU and LANDEN ALAN MIRALLEGRO did unlawfully make and cause  
5 to be made a knowingly false and fraudulent material statement  
6 and material representation for the purpose of obtaining and  
7 denying compensation as defined in Section 3207 of the Labor  
8 Code. The statement and representation at issue: Elite  
9 Diagnostics billed U.S. DEPARTMENT OF LABOR for the professional  
10 (medical diagnostic) component of MRI services actually  
11 completed off-site by third-party licensed radiologists with  
12 whom it independently contracted, submitted in support of such  
13 bills the diagnostic reports prepared by the licensed  
14 radiologists as if completed by Elite Diagnostics, and  
15 misidentified itself by name on billing forms to hide its status  
16 as a limited liability corporation wholly owned by non-licensed  
17 individuals.

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ENHANCEMENT(S)

14 It is further alleged pursuant to Penal Code section 186.11(a)  
15 (1)/(2) (AGGRAVATED WHITE COLLAR CRIME - OVER \$500,000), that as  
16 to counts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,  
17 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32,  
18 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48,  
19 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,  
20 65, 66, 67, 68, 69, 70, 71, 72 and 73, defendants JEFFREY EDWARD  
21 CAMPAU and LANDEN ALAN MIRALLEGRO engaged in a pattern of  
22 related fraudulent felony conduct involving the taking of more  
23 than five hundred thousand dollars (\$500,000).

24 As to Count(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,  
25 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,  
26 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,  
27 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62,  
28 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, it is further  
29 alleged pursuant to Penal Code section 12022.6(a)(4) (PROPERTY  
30 DAMAGE OVER \$3,200,000), that JEFFREY EDWARD CAMPAU and LANDEN  
31 ALAN MIRALLEGRO intentionally took, damaged, and destroyed  
32 property valued in excess of three million two hundred thousand  
33 dollars (\$3,200,000) during the commission and attempted  
34 commission of the above offense.

1 As to Count(s) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,  
2 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,  
3 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,  
4 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62,  
5 63, 64, 65, 66, 67, 68, 69, 70, 71, 72 and 73, it is further  
6 alleged pursuant to Penal Code section 12022.1(b) (CRIME - BAIL  
7 - CRIME), that at the time of the commission of the above  
8 offense, defendants JEFFREY EDWARD CAMPAU and LANDEN ALAN  
9 MIRALLEGRO was released from custody on bail and on the  
10 defendants's own recognizance on a primary felony, in case  
11 13ZF0179.

9 I declare under penalty of perjury, on information and belief,  
10 that the foregoing is true and correct.

11 Dated 07-14-2016 at Orange County, California.  
12 KS/AC 16F01375

13 TONY RACKAUCKAS, DISTRICT ATTORNEY

14 by: /s/ SHADDI KAMIABIPOUR  
15 SHADDI KAMIABIPOUR, Deputy District Attorney

16 RESTITUTION CLAIMED

- 17 [ ] None
- 18 [ ] \$ \_\_\_\_\_
- 19 [ X ] To be determined

20 BAIL RECOMMENDATION:

21 JEFFREY EDWARD CAMPAU - \$ 500,000.00  
22 LANDEN ALAN MIRALLEGRO - \$ 500,000.00

23 NOTICES:

24 The People request that defendant and counsel disclose, within  
25 15 days, all of the materials and information described in Penal  
26 Code section 1054.3, and continue to provide any later-acquired  
27 materials and information subject to disclosure, and without  
28 further request or order.

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Pursuant to Welfare & Institutions Code §827 and California Rule of Court 5.552, notice is hereby given that the People will seek a court order to disseminate the juvenile case file of the defendant/minor, if any exists, to all parties in this action, through their respective attorneys of record, in the prosecution of this case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
ADVISEMENT AND WAIVER OF RIGHTS FOR A FELONY GUILTY PLEA**

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
MAY 05 2017

Case No. 16CF1742 People v. Randem Alan Mirallegro

1. LM My true full name is \_\_\_\_\_  
I am represented by Keny Anderle

DAVID H. YAMASAKI, Clerk of the Court  
BY: L. Hoyle

2. LM I understand that I am pleading guilty, and admitting the following offenses, special punishment allegations, and prior convictions, carrying the possible penalties as follows:

Ct.	Charge	Sentence Range	Enhancements	Yrs.	Term for Priors	Yrs.	Total Penalty Years
63	LC 3215	16, 2, 3					34ms
64	LC 3215	"					+ 8mo
65	LC 3215	"					+ 8mo.
66	LC 3215	"					+ 8 mo.
Maximum Total Punishm							7yrs.

67-69 - next page.

3. LM In addition to time in custody, I understand the court may also order me to pay a fine as follows: up to \$10,000 for most felonies [P.C. 672]; up to \$20,000 for selected drug offenses [H&S 11372]; up to \$50,000 for selected drug offenses [H&S 11352.5]; or other:
4. LM I understand it is absolutely necessary that all plea agreements, promises of a particular sentence, and sentence recommendations be completely disclosed to the court on this form.
5. LM **Right to an attorney:** I understand I have the right to be represented by an attorney at all stages of the proceedings until my case is completed. If I cannot afford an attorney, one will be appointed for me free of charge. However, I understand that at the conclusion of my case, the court may order me to reimburse the County of Orange for the cost of my attorney, according to my ability to pay.
6. LM **Right to a preliminary hearing:** I understand I have the right to a preliminary hearing at which a judicial officer will determine if there is sufficient evidence to justify setting my case for trial. At this hearing, I have the right to be represented by an attorney as described in paragraph 5 above, the right to confront and cross-examine witnesses against me, the right to present evidence on my behalf, and the right to remain silent and not testify; but I may testify if I want to. I waive and give up my right to a preliminary hearing.
7. LM **Jury trial rights:** I understand I have the right to a speedy and public trial by a jury. I waive and give up these rights.
8. LM **Right to confront and cross-examine witnesses:** I understand I have the right to confront the witnesses against me and to cross-examine them myself or have my attorney cross-examine them. I waive and give up these rights.
9. LM **Right to testify or remain silent:** I understand I have the right to testify on my behalf. I also understand I have the right to remain silent, and I cannot be compelled to testify against my will. I waive and give up these rights.
10. LM **Right to present evidence:** I understand I have the right to present evidence and to call witnesses to testify on my behalf. I further understand I have the right to invoke the compulsory process of the court to subpoena evidence and witnesses at no cost to me. I waive and give up these rights.
11. LM **Immigration consequences:** I understand if I am not a citizen of the United States, my conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
ADVISEMENT AND WAIVER OF RIGHTS FOR A FELONY GUILTY PLEA**

Case No. 16CF1842 People v. Randen Alan Mirallegro

1.  My true full name is \_\_\_\_\_

I am represented by \_\_\_\_\_

2.  I understand that I am pleading guilty, and admitting the following offenses, special punishment allegations, and prior convictions, carrying the possible penalties as follows:

Ct.	Charge	Sentence Range	Enhancements	Yrs.	Term for Priors	Yrs.	Total Penalty Years
67	LC 3215	16, 213					+ 8 mo
68	LC 3215	11					+ 8 mo.
69	LC 3215	11					+ 8 mo.

Maximum Total Punishm

*People move to Dismiss Remaining Counts.*

3.  In addition to time in custody, I understand the court may also order me to pay a fine as follows: up to \$10,000 for most felonies [P.C. 672]; up to \$20,000 for selected drug offenses [H&S 11372]; up to \$50,000 for selected drug offenses [H&S 11352.5]; or other:

4.  I understand it is absolutely necessary that all plea agreements, promises of a particular sentence, and sentence recommendations be completely disclosed to the court on this form.

5.  **Right to an attorney:** I understand I have the right to be represented by an attorney at all stages of the proceedings until my case is completed. If I cannot afford an attorney, one will be appointed for me free of charge. However, I understand that at the conclusion of my case, the court may order me to reimburse the County of Orange for the cost of my attorney, according to my ability to pay.

6.  **Right to a preliminary hearing:** I understand I have the right to a preliminary hearing at which a judicial officer will determine if there is sufficient evidence to justify setting my case for trial. At this hearing, I have the right to be represented by an attorney as described in paragraph 5 above, the right to confront and cross-examine witnesses against me, the right to present evidence on my behalf, and the right to remain silent and not testify; but I may testify if I want to. I waive and give up my right to a preliminary hearing.

7.  **Jury trial rights:** I understand I have the right to a speedy and public trial by a jury. I waive and give up these rights.

8.  **Right to confront and cross-examine witnesses:** I understand I have the right to confront the witnesses against me and to cross-examine them myself or have my attorney cross-examine them. I waive and give up these rights.

9.  **Right to testify or remain silent:** I understand I have the right to testify on my behalf. I also understand I have the right to remain silent, and I cannot be compelled to testify against my will. I waive and give up these rights.

10.  **Right to present evidence:** I understand I have the right to present evidence and to call witnesses to testify on my behalf. I further understand I have the right to invoke the compulsory process of the court to subpoena evidence and witnesses at no cost to me. I waive and give up these rights.

11.  **Immigration consequences:** I understand if I am not a citizen of the United States, my conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

- ~~12~~ **Strike Offense(s):** understand that my conviction in this case is for a serious or violent felony ("strike") which may result in the mandatory denial of probation, substantially increased penalties, and a term in state prison for any future felony conviction.
13. LM **Fourth Amendment waiver:** I understand under the Fourth and Fourteenth Amendments to the United States Constitution, I have a right to be free from unreasonable searches and seizures. I waive and give up this right, and further agree that for the period during which I am on probation or mandatory supervision I will submit my person and property, including any residence, premises, container or vehicle under my control to search and seizure at any time of the day or night by any law enforcement officer, probation officer, post-release community supervision officer, or parole officer, with or without a warrant, probable cause, or reasonable suspicion.
14. LM **Blakely/Cunningham waiver:** I understand I may have the right to a jury or court trial as to certain factors that can be used to increase my sentence on any count, sentencing enhancement, or allegation, to the upper or maximum term provided by law. I waive and give up the right to a jury or court trial on all of these factors. I agree the judge will determine the existence of any of these factors, within the judge's discretion, as allowed by law. I agree this waiver shall apply to any future sentence imposed following a probation revocation.
15. LM **Appeal waiver:** I understand I have the right to appeal from decisions and orders of the Superior Court. I waive and give up my right to appeal from any and all decisions and orders made in my case, including motions to suppress evidence brought pursuant to Penal Code section 1538.5. I waive and give up my right to appeal from my guilty plea. I waive and give up my right to appeal from any legally authorized sentence the court imposes which is within the terms and limits of this plea agreement.
16. LM **Cruz waiver:** I understand that if, pending sentencing, I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally and I will not be allowed to withdraw my guilty plea(s).
17. LM **Arbuckle waiver:** I understand I have the right to be sentenced by the judge who accepts this plea. I waive and give up that right.
- ~~18~~ **Probation Report waiver:** I understand I have the right to a full probation report before sentencing. I waive and give up that right.
- ~~19~~ **Mandatory Supervision waiver:** I understand that I will be on mandatory supervision (P.C. 1170(h)(5).) for the period of time and subject to the terms and conditions specified in this plea agreement. I understand if I violate any term or condition of mandatory supervision I could be sent to county jail for the remainder of my sentence as set forth on page 6, less any credit for time served.
- ~~20~~ **Post-Release Community Supervision:** I understand that upon release from state prison I may be placed on post-release community supervision for a period of time not to exceed three years, supervised by county officers. I further understand I could be sent to county jail for up to ten days on the order of the post-release community supervision authority without a court hearing.
- ~~21~~ **Post-Release Community Supervision Revocation:** I understand that, following a court hearing, if I am found in violation of any of the terms or conditions of post-release community supervision, I could be sent to county jail for up to 180 days each time I am found in violation.
- ~~22~~ **Parole waiver:** I understand that upon release from state prison I may be placed on parole for a period of time ranging from three years to life, supervised by the California Department of Corrections and Rehabilitation. I further understand that if I am found in violation of any of the terms or conditions of parole, I could be sent to county jail for up to 180 days, except if my sentence was life, I could be sent back to state prison for up to a year.
- ~~23~~ **Mandatory execution of sentence:** I understand I am not eligible for probation and I will be sentenced to state prison or county jail pursuant to P.C. 1170(h).
24. LM **Local OCDA DNA Database Consent and Waiver:** I voluntarily consent and agree to provide a Local DNA Database sample, prints and photograph to the Local OCDA DNA Database for permanent retention, forensic analyses and continual searches, anytime in the future, against other DNA profiles, prints, and photographs in any local, state, national, or international law enforcement database only for law enforcement purposes. I hereby waive and give up my right to withdraw this consent and understand that my consent and waiver of my right to withdraw my consent will remain valid and enforceable even if I successfully complete the terms of my negotiated disposition or a PC 1203.4 motion is granted. I understand that providing a DNA sample may violate my Fourth Amendment rights and I waive and give up that right as it relates to the collection and analysis of my DNA sample and continual searching of my DNA profile. Additionally, I voluntarily agree to provide my DNA sample immediately, or if I am in custody, within 72 hours of my release. I also agree to pay a \$75 administrative fee at the time of collection of my Local OCDA DNA Database sample.

25. LM Proposed disposition: I voluntarily agree and understand the court will: (Initial all that apply)

    (a) Sentence me to state prison for a period of \_\_\_\_\_ years and \_\_\_\_\_ months, credit for time served of \_\_\_\_\_ days actual custody and \_\_\_\_\_ days of good time/work time for a total credit of \_\_\_\_\_ days. I waive and give up my right to make application for probation and request immediate sentence.

    (b) Sentence me to county jail, for a period of \_\_\_\_\_ years and \_\_\_\_\_ months pursuant to P.C. 1170(h), credit for time served of \_\_\_\_\_ days actual custody and \_\_\_\_\_ days of good time/work time for a total credit of \_\_\_\_\_ days. I waive and give up my right to make application for probation and request immediate sentence.

    (c) Pronounce a divided sentence to county jail for a period of \_\_\_\_\_ years and \_\_\_\_\_ months [P.C. 1170(h)]. The sentence is divided as follows: \_\_\_\_\_ years and \_\_\_\_\_ months incarceration in the county jail, followed by mandatory supervision for \_\_\_\_\_ years and \_\_\_\_\_ months under the terms and conditions set forth on the attached pages 6 and 7.

    (d) Consider my application for probation before pronouncing sentence. I understand the court may deny my application for probation and sentence me to (check one)  state prison  county jail for a maximum period of \_\_\_\_\_ years and \_\_\_\_\_ months.

LM (e) Grant me probation under the terms and conditions set forth on the attached pages 6 and 7 that I have initialed and signed. I understand I have the right to reject probation and have the court impose a final sentence. However, I agree to accept probation on the terms and conditions set forth on the attached pages 6 and 7. I further understand that if I am found in violation of any of the terms or conditions of probation, the court may sentence me to (check one)  state prison  county jail in this case for a maximum period of \_\_\_\_\_ years and \_\_\_\_\_ months.

LM (f) **Harvey waiver:** Order me to pay restitution on counts 70, 71, 72, 73, even if any of these counts have been dismissed as part of the plea agreement, in the amount of \$1,172,491.62, or in an amount to be determined by the Probation Department. If I disagree with the amount of restitution determined by the Probation Department, I may request a court hearing to determine the amount of restitution.  The sentencing court retains jurisdiction over this case for restitution purposes (if box checked).

LM (g) Order me to pay the mandatory state restitution fine between \$240 and \$10,000 [P.C. 1202.4]. A second restitution fine in the same amount will also be ordered if I receive a sentence that includes probation, a conditional sentence, mandatory supervision, post-release community supervision, or parole. This second fine will be suspended and I will only have to pay it if the court later finds that I have violated the terms of my probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 1202.45]. A \$40.00 court security fee must also be paid [P.C. 1465.8] as well as a \$30.00 court facility fee [G.C. 70373] on each count convicted.

LM (h) Order me to pay a mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].

Order me to pay a mandatory laboratory analysis fee of \$50.00 for each specified drug offense, plus penalty assessment [H&S 11372.5 & P.C. 1464].

Order me to pay a mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].

LM (k) Order me to provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and P.C. 296.1.

LM (l) Order me to provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes.

(m) Order me to register pursuant to the following: (Check all that apply)  
 H&S 11590 (narcotics offense)  
 P.C. 186.30 (gang-related offense)  
 P.C. 457.1 (arson-related offense) I understand I will have to register for the rest of my life.  
 P.C. 290 (sex offense) I understand I will have to register for the rest of my life if I work, attend school, or reside in California.

Order that my driver's license or driving privilege be suspended or revoked for a period of \_\_\_\_\_

Case No. 16CF1842 People v. Randen Mirallegro.

LM (o) The court will order that all monies paid will first be applied to restitution; and that the following terms are also part of this plea:

\_\_\_\_\_

\_\_\_\_\_

X 26. **CVC 23593 advisement:** You are hereby advised that being under the influence of alcohol or drugs, or both, impairs your ability to safely operate a motor vehicle. Therefore, it is extremely dangerous to human life to drive while under the influence of alcohol or drugs, or both. If you continue to drive while under the influence of alcohol or drugs, or both, and, as a result of that driving someone is killed, you can be charged with murder.

LM 27. I acknowledge all other cases pending against me in Orange County and the proposed disposition:  
this case will run concurrent to case # 13CF0179

LM 28. I understand a plea of guilty in this case may constitute an admission I violated a previous grant of probation, mandatory supervision, post-release community supervision, or parole in other cases and may result in additional penalties imposed in those cases.

LM 29. I offer my plea of guilty freely and voluntarily, and with full understanding of all matters set forth in the accusatory pleading and this advisement and waiver of rights form. No one has made any threats or used any force against me, my family, or anyone else I know, in order to convince me to plead guilty in this case. Further, all promises that have been made to me to convince me to plead guilty are on this advisement and waiver of rights form.

LM 30. I offer the following facts as the basis for my guilty plea:

In Orange County, California, on and between 11-25-13, and 2-19-16.

I willfully and unlawfully compensated Marketing professionals LLC, Coc California Orthopedic Care, Gold Card Consortium, Sere Business Consultants and Jason Mazzarelli to induce them to refer patients to my companies: Regional Imaging and Abbrex's Orthocare in violation of Labor Code Section 3215, to wit: counts 63-69.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

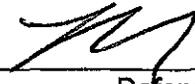
\_\_\_\_\_

\_\_\_\_\_

Case No. 16CF1842 People v. Randen Mirallegro

31. LM I understand each and every one of the rights set forth above in this advisement and waiver of rights form. I waive and give up each of those rights in order to enter my guilty plea. I am entering a guilty plea because I am in fact guilty and for no other reason. I declare under penalty of perjury I have read, understood, and personally initialed each numbered item above, and I have discussed them with my attorney. I declare under penalty of perjury everything on this form is true and correct. I understand the signing and filing of this form is conclusive evidence I have pled guilty to the charges listed on this advisement and waiver of rights form.

Executed in Orange County, California.

Dated: 5/1/17 Signed:   
Defendant

32. DEFENSE ATTORNEY'S STATEMENT: I am the attorney of record for defendant. I have explained to defendant each of the rights set forth on this form. I have discussed the charges and the facts with defendant. I have studied the possible defenses to the charges and discussed those possible defenses with defendant. I have discussed the possible sentence ranges and immigration consequences with defendant. I also have discussed the contents of this form with defendant. I concur with defendant's decision to waive the rights set forth on this form and to plead guilty. No promises of a particular sentence or sentence recommendation have been made to defendant by me, or to my knowledge by the prosecuting attorney or the court, which have not been fully disclosed on this form. I agree that this form may be received by the court as evidence of defendant's advisement and voluntary, intelligent, knowing, and express waiver of the rights set forth on this form.

Dated: 5/1/17 Signed:   
Attorney

33. INTERPRETER'S STATEMENT:  
I, \_\_\_\_\_, having been duly sworn as a court certified interpreter, state that I am fluent in the \_\_\_\_\_ language. I translated the contents of this form to defendant in that language. The defendant told me he/she understood the contents of this form and initialed and signed it in my presence.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Interpreter

34. FOR THE PEOPLE:  
Dated: 5/5/17 Signed:   
Deputy District Attorney

Plea to the Court \_\_\_\_\_

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**  
**TERMS AND CONDITIONS OF FELONY PROBATION AND MANDATORY SUPERVISION**

Case No. 16CF1842 People v. Landen Alan Mirallegro

- Sentenced to State Prison for \_\_\_\_\_ years and \_\_\_\_\_ months. Execution of sentence suspended. Placed on probation for \_\_\_\_\_ years.
- LM Imposition of sentence suspended. Placed on probation for 5 years. Check one:  Supervised probation; or  Probation Department relieved of supervision.
- LM Probationers: Serve 365 in County Jail. Credit for 3 days actual time served and 3 days good time/work time for a total credit of 6 days. Stay granted until \_\_\_\_\_.
- Sentenced to county jail for a period of \_\_\_\_\_ years and \_\_\_\_\_ months pursuant to P.C. 1170(h). Credit for \_\_\_\_\_ days actual time served and \_\_\_\_\_ days good time/work time for a total credit of \_\_\_\_\_ days.
- Divided Sentence. Sentenced to county jail for a period of \_\_\_\_\_ years and \_\_\_\_\_ months [Total term under P.C. 1170(h)(5)]. The sentence is divided as follows: \_\_\_\_\_ years and \_\_\_\_\_ months incarceration in county jail, followed by \_\_\_\_\_ years and \_\_\_\_\_ months of mandatory supervision under the terms and conditions set forth on this page and the attached page 7. Credit for \_\_\_\_\_ days actual time served and \_\_\_\_\_ days good time/work time for a total credit of \_\_\_\_\_ days.
- 6. Pay fine of \_\_\_\_\_ plus penalty assessment.
- LM Pay mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].
- Pay mandatory laboratory analysis fee of \$50.00 for each specified drug offense plus penalty assessment [H&S 11372.5 & P.C. 1464].
- Pay mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].
- LM Pay mandatory state restitution fine of \$300 [Min: \$240; Max: \$10,000- P.C. 1202.4]. If your sentence includes probation, a conditional sentence, mandatory supervision, post-release community supervision or parole, the court will order you to pay a second restitution fine in the same amount, but it will be suspended and you will only have to pay the second fine if you are later found in violation of your probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 45]. All monies paid by defendant for any purpose will first be applied to restitution until it is paid in full [Cal. Constitution].
- LM Pay restitution on counts 63 - 73, even if any of these counts have been dismissed as part of a plea agreement, in the amount of \$1,172,491.62, or ~~in an amount to be determined by the Court and as directed by the Probation Department or Mandatory Supervision~~. You are also ordered to make all financial disclosures required by law in order to fulfill your responsibility to pay full restitution [P.C. 1202.4]. You are also ordered to pay interest on restitution at the rate of 10% (check one)  from the date of sentencing OR  from the date of ~~loss~~ receiver's final report.
- Register pursuant to: (Check all that apply)
  - H&S 11590 [narcotics offense]  P.C. 290 [sexual offense- lifetime registration]
  - P.C. 186.22 [gang-related offense]  P.C. 457.1 [arson offense- lifetime registration]
- LM Provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and 296.1, if not already provided.
- LM Provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes immediately or, if in custody, within 72 hours of your release.
- Do not be in the presence of children under the age of 18, unless accompanied by a responsible adult 21 years of age or older and approved in advance by your probation or mandatory supervision officer.
- Use no unauthorized drugs, narcotics, or controlled substances, and submit to drug or narcotic testing as directed by your probation or mandatory supervision officer, or any peace officer.
- LM Submit your person and property, including any residence, premises, container or vehicle under your control, to search and seizure at any time of the day or night by any law enforcement officer, probation officer, or mandatory supervision officer, with or without a warrant, probable cause, or reasonable suspicion.

18. LM Cooperate with your probation or mandatory supervision officer in any plan for psychological, psychiatric, alcohol, and/or drug treatment. Seek training, schooling, or employment, and maintain residence as approved by your probation or mandatory supervision officer. Do not associate with persons known to you to be parolees, on post-release community supervision, convicted felons, users or sellers of illegal drugs, or otherwise disapproved of by probation or mandatory supervision.

~~19.~~ X Do not possess any blank checks, write any portion of any checks, have any checking account, <sup>or use or possess</sup> use or possess any credit cards or open credit accounts, unless approved in advance by your probation or mandatory supervision officer. Use only your true name. Do not possess any other person's personal identifying information or personal financial information unless approved in advance by your probation or mandatory supervision officer.

20. LM Do not own, use, or possess any type of dangerous or deadly weapon, including any firearm or ammunition.

21. LM Obey all orders, rules, regulations, and directives of the Court, Probation Department, Mandatory Supervision, and Jail.

22. LM Violate no law.

~~23.~~ X Driver's license or driving privilege is suspended or revoked for a period of \_\_\_\_\_.

~~24.~~ X All of the below apply unless lined out:

- (a) Do not drive a motor vehicle with a measurable amount of alcohol in your blood.
- (b) Submit to a chemical test of your blood on demand of any peace officer, probation officer, or mandatory supervision officer.
- (c) Do not be present in any establishment where the primary items for sale are alcoholic beverages.
- (d) Do not consume any alcoholic beverages.
- (e) Do not drive a motor vehicle without a valid California Driver's License on your person.

~~25.~~ X Attend and complete the following (check all that apply):  
 52 week Batterer's Treatment Program:     Alcohol/Drug Component     Parenting Component  
 1 year Child Abuser's Program

~~26.~~ X Comply with the terms and conditions of the Protective Order.

~~27.~~ X Do not, in any manner, directly or indirectly, initiate contact with, nor have any communication with:

28. LM Disclose your probation or mandatory supervision status and terms upon the request of any peace officer.

29. LM Other conditions:  
Comply with additional terms on Page 7A.

30. LM Pay cost of probation or mandatory supervision, according to ability to pay, as directed by your probation or mandatory supervision officer.

31. LM I understand that the Court ultimately determines the conditions of probation and mandatory supervision, and I have the right to request the Court modify or eliminate any condition imposed by the Probation Department that I believe is unreasonable.

I have read and agree to all the terms and conditions I have initialed on pages 6 and 7 of this form.

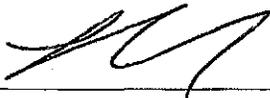
Dated: 5/1/17

Defendant's Signature: [Signature]

**Additional conditions of probation for Defendant Landen Mirallegro**

**Case # 16CF1842**

- Defendant acknowledges and understands that he may not collect on healthcare claims that he submitted to workers compensation carriers through his companies: Aspen Medical Resources, LLC, National Marketing dba National DME, Regional Imaging and Elite Diagnostics.
- Defendant acknowledges and understands that he may not sell the outstanding receivables for any outstanding workers compensation healthcare claims generated by his companies: Aspen Medical Resources, LLC, National Marketing dba National DME, Regional Imaging and Elite Diagnostics to any third parties, either inside or outside of the State of California.
- Defendant acknowledges and understands that he will voluntarily relinquish his ownership interest in the liens and will dismiss all liens at the Workers Compensation Appeals Board, for his companies: Aspen Medical Resources, LLC, National Marketing dba National DME, Regional Imaging and Elite Diagnostics, pursuant to Labor Code § 139.21, **BY 6/5/17.**
- Defendant may not sell his home until the restitution to US Department of Treasury in the amount of **\$1,172,491.62** is paid in full, including any accrued interest at the rate of 10% beginning from the Receiver's Final Report on case # 13ZF0179.
- Defendant may petition the Court to terminate probation on this case only, upon full payment of restitution and fines, and completion of custody time provided there are no further law or probation violations.
- It is the intention of the parties that the defendant's businesses be returned to him as soon as practicable and he will cease receiving any compensation, either in the form of a salary or otherwise, from the receivership, and that all collections and expenses received from the date of this plea forward are the responsibility of the defendants.



\_\_\_\_\_  
Landen Mirallegro

, Defendant's Signature

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

OCT 24 2014 *AS*

ALAN CARLSON, Clerk of the Court

BY L. HOYLE, DEPUTY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

1  
2  
3  
4 THE PEOPLE OF THE STATE OF CALIFORNIA, ) No. 13ZF0179  
5 ) AMENDMENT 1  
6 Plaintiff, )  
7 )  
8 vs. ) INDICTMENT  
9 RYAN NATHANIL MCCRACKEN 12/18/74 )  
A7101440 )  
10 JEFFREY EDWARD CAMPAU 10/15/74 )  
11 A7638659 )  
12 AKA JEFFREY EDWARD CAMPAN )  
13 JEFFREY EDWARD CAMPAO )  
JEFFREY EDWARD CAMPEV )  
14 LANDEN ALAN MIRALLEGRO 09/19/75 )  
A9033126 )  
15 ABRAHAM KHORSHAD 08/26/51 )  
16 F3161314 )  
17 Defendant(s))

18 THE ORANGE COUNTY GRAND JURY accuses the above-named RYAN  
19 NATHANIL MCCRACKEN, JEFFREY EDWARD CAMPAU, LANDEN ALAN  
20 MIRALLEGRO and ABRAHAM KHORSHAD of violating the law in Orange  
County, California, as follows:

21 COUNT 1: On or about and between June 08, 2005 and October 21,  
22 2013, in violation of Section 182(a)(1) of the Penal Code  
23 (CONSPIRACY TO COMMIT A CRIME), a FELONY, RYAN NATHANIL  
24 MCCRACKEN, JEFFREY EDWARD CAMPAU, LANDEN ALAN MIRALLEGRO and  
25 ABRAHAM KHORSHAD did unlawfully conspire together and with each  
26 other to commit the crime of INSURANCE FRAUD, in violation of  
Section 550(a) of the Penal Code Code.

27 It is further alleged that pursuant to and for the purpose of  
28 carrying out the objects and purposes of the conspiracy, one and  
more of the conspirators committed the following overt acts:

OVERT ACT 1

OVERT ACTS:

I. Jeffrey Campau, Landen Mirallegro and Abraham Khorshad formed a Durable Medical Equipment company named ASPEN MEDICAL RESOURCES, LLC in June of 2005 to provide almost exclusively durable medical equipment to workers compensation patients.

II. Jeffrey Campau and Landen Mirallegro owned 25% of the company and Abraham Khorshad owned the other 50%.

III. Jeffrey Campau, Landen Mirallegro and Abraham Khorshad, employed sales persons to solicit doctor's offices for prescriptions for a hot/cold unit to workers compensation patients and paid the sales persons commissions for each prescription.

IV. Campau and Mirallegro instructed their sales staff to obtain prescriptions written by doctors and chiropractors without specifying a length of use for the hot/cold unit.

V. The sales persons employed by Aspen Medical Resources, at the direction of Campau and Mirallegro sought multiple prescriptions extensions from the doctor's offices to justify rental of the hot/cold unit for multiple months.

VI. Campau and Mirallegro instructed the billing staff to submit claims to the insurance carrier in a deceptive format making it appear as if two units were provided to the patients instead of only one unit.

VII. Campau and Mirallegro also instructed the billing staff to bill the hot/cold unit to the insurance carriers at rental rates which were well in excess of the hot/cold units Manufacturer's Suggested Retail Price without giving the insurance carrier the option to purchase the unit instead of renting it.

VIII. Campau, Mirallegro and Khorshad submitted claims to insurance carriers in the same manner as ASPEN under an additional company owned by Jeff Campau and Landen Mirallegro named National DME without disclosing to the insurance carriers that National DME and ASPEN MEDICAL RESOURCES LLC were in fact the same company.

1 IX.Campau, Mirallegro and Khorshad directed their staff to file  
2 liens at the Workers Compensation Appeals Board for any unpaid  
3 balances for these claims.

4 X.Ryan McCracken was employed as the collection manager by  
5 Campau, Mirallegro and Khorshad to aggressively collect on these  
6 liens between 2009 to October 21, 2013.

7 XI.McCracken received commissions for recovery on liens from  
8 ASPEN and National DME until April of 2012.

9 XII.McCracken appeared in depositions for Campau, Mirallegro and  
10 Khorshad on January 16, 2012 as the person most knowledgeable  
11 on ASPEN's billing practices.

12 COUNT 2: On or about and between November 03, 2009 and April  
13 24, 2012, in violation of Section 550(a)(8) of the Penal Code  
14 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
15 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
16 defraud THE COUNTY OF SAN BERNARDINO, did knowingly and  
17 unlawfully present multiple claims for payment of the same  
18 health care benefit in an amount exceeding nine hundred fifty  
19 dollars (\$950), and did aid and abet, solicit, and conspire with  
20 another to do the same.

21 COUNT 3: On or about and between November 03, 2009 and April  
22 24, 2012, in violation of Section 550(a)(5) of the Penal Code  
23 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
24 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
25 intent to defraud, did knowingly and unlawfully prepare, make,  
26 and subscribe a material writing, with the intent to present and  
27 use it, and to allow it to be presented to THE COUNTY OF SAN  
28 BERNARDINO, in support of a false and fraudulent claim, and did  
aid and abet, solicit, and conspire with another to do the same.

COUNT 4: On or about and between December 23, 2009 and January  
06, 2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud FIREMAN'S FUND, did knowingly and unlawfully present  
multiple claims for payment of the same health care benefit in  
an amount exceeding nine hundred fifty dollars (\$950), and did  
aid and abet, solicit, and conspire with another to do the same.

1 COUNT 5: On or about and between December 23, 2009 and January  
2 06, 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to FIREMAN'S FUND, in  
8 support of a false and fraudulent claim, and did aid and abet,  
9 solicit, and conspire with another to do the same.

10 COUNT 6: On or about and between November 16, 2009 and July 31,  
11 2012, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud REPUBLIC INDEMNITY, did knowingly and unlawfully  
15 present multiple claims for payment of the same health care  
16 benefit in an amount exceeding nine hundred fifty dollars  
17 (\$950), and did aid and abet, solicit, and conspire with another  
18 to do the same.

19 COUNT 7: On or about and between November 16, 2009 and July 31,  
20 2012, in violation of Section 550(a)(5) of the Penal Code  
21 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
22 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
23 intent to defraud, did knowingly and unlawfully prepare, make,  
24 and subscribe a material writing, with the intent to present and  
25 use it, and to allow it to be presented to REPUBLIC INDEMNITY,  
26 in support of a false and fraudulent claim, and did aid and  
27 abet, solicit, and conspire with another to do the same.

28 COUNT 8: On or about and between November 16, 2009 and April  
05, 2013, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud AMERICAN CLAIMS MANAGEMENT, did knowingly and unlawfully  
present multiple claims for payment of the same health care  
benefit in an amount exceeding nine hundred fifty dollars  
(\$950), and did aid and abet, solicit, and conspire with another  
to do the same.

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1 COUNT 9: On or about and between November 16, 2009 and April  
2 05, 2013, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to AMERICAN CLAIMS  
8 MANAGEMENT, in support of a false and fraudulent claim, and did  
9 aid and abet, solicit, and conspire with another to do the same.  
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11 COUNT 10: On or about and between December 13, 2010 and July  
12 06, 2012, in violation of Section 550(a)(8) of the Penal Code  
13 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
14 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
15 defraud TRISTAR INSURANCE, did knowingly and unlawfully present  
16 multiple claims for payment of the same health care benefit in  
17 an amount exceeding nine hundred fifty dollars (\$950), and did  
18 aid and abet, solicit, and conspire with another to do the same.  
19  
20 COUNT 11: On or about and between October 13, 2010 and July 06,  
21 2012, in violation of Section 550(a)(5) of the Penal Code  
22 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
23 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
24 intent to defraud, did knowingly and unlawfully prepare, make,  
25 and subscribe a material writing, with the intent to present and  
26 use it, and to allow it to be presented to TRISTAR INSURANCE, in  
27 support of a false and fraudulent claim, and did aid and abet,  
28 solicit, and conspire with another to do the same.  
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1 COUNT 13: On or about and between November 03, 2009 and July  
2 14, 2011, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to CNA, in support of a  
8 false and fraudulent claim, and did aid and abet, solicit, and  
9 conspire with another to do the same.

10 COUNT 14: On or about and between March 08, 2011 and January  
11 30, 2012, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud HUDSON, did knowingly and unlawfully present multiple  
15 claims for payment of the same health care benefit in an amount  
16 exceeding nine hundred fifty dollars (\$950), and did aid and  
17 abet, solicit, and conspire with another to do the same.

18 COUNT 15: On or about and between March 08, 2011 and January  
19 30, 2012, in violation of Section 550(a)(5) of the Penal Code  
20 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
21 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
22 intent to defraud, did knowingly and unlawfully prepare, make,  
23 and subscribe a material writing, with the intent to present and  
24 use it, and to allow it to be presented to HUDSON, in support of  
25 a false and fraudulent claim, and did aid and abet, solicit, and  
26 conspire with another to do the same.

27 COUNT 16: On or about and between November 03, 2009 and October  
28 24, 2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud STATE FARM, did knowingly and unlawfully present  
multiple claims for payment of the same health care benefit in  
an amount exceeding nine hundred fifty dollars (\$950), and did  
aid and abet, solicit, and conspire with another to do the same.

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1 COUNT 17: On or about and between November 03, 2009 and October  
2 24, 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to STATE FARM, in  
8 support of a false and fraudulent claim, and did aid and abet,  
9 solicit, and conspire with another to do the same.

10 COUNT 18: On or about and between November 02, 2009 and August  
11 23, 2012, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud YORK, did knowingly and unlawfully present multiple  
15 claims for payment of the same health care benefit in an amount  
16 exceeding nine hundred fifty dollars (\$950), and did aid and  
17 abet, solicit, and conspire with another to do the same.

18 COUNT 19: On or about and between November 02, 2009 and August  
19 23, 2012, in violation of Section 550(a)(5) of the Penal Code  
20 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
21 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
22 intent to defraud, did knowingly and unlawfully prepare, make,  
23 and subscribe a material writing, with the intent to present and  
24 use it, and to allow it to be presented to YORK, in support of a  
25 false and fraudulent claim, and did aid and abet, solicit, and  
26 conspire with another to do the same.

27 COUNT 20: On or about and between December 15, 2009 and January  
28 11, 2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud GALLEGHER BASSETT (ACE, AIGRM, OLD REPUBLIC  
PENNSYLVANIA), did knowingly and unlawfully present multiple  
claims for payment of the same health care benefit in an amount  
exceeding nine hundred fifty dollars (\$950), and did aid and  
abet, solicit, and conspire with another to do the same.

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1 COUNT 21: On or about and between December 15, 2009 and January  
2 11, 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to GALLEGHER BASSETT  
(ACE, AIGRM, OLD REPUBLIC PENNSYLVANIA), in support of a false  
and fraudulent claim, and did aid and abet, solicit, and  
conspire with another to do the same.

8 COUNT 22: On or about and between November 23, 2009 and  
9 September 04, 2012, in violation of Section 550(a)(8) of the  
10 Penal Code (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD  
11 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
12 intent to defraud LIBERTY MUTUAL, did knowingly and unlawfully  
13 present multiple claims for payment of the same health care  
14 benefit in an amount exceeding nine hundred fifty dollars  
(\$950), and did aid and abet, solicit, and conspire with another  
to do the same.

15 COUNT 23: On or about and between November 23, 2009 and  
16 September 04, 2012, in violation of Section 550(a)(5) of the  
17 Penal Code (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY  
18 EDWARD CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with  
19 the intent to defraud, did knowingly and unlawfully prepare,  
20 make, and subscribe a material writing, with the intent to  
present and use it, and to allow it to be presented to LIBERTY  
MUTUAL, in support of a false and fraudulent claim, and did aid  
and abet, solicit, and conspire with another to do the same.

21 COUNT 24: On or about and between December 24, 2009 and April  
22 25, 2013, in violation of Section 550(a)(8) of the Penal Code  
23 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
24 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
25 defraud THE COUNTY OF RIVERSIDE, did knowingly and unlawfully  
26 present multiple claims for payment of the same health care  
27 benefit in an amount exceeding nine hundred fifty dollars  
(\$950), and did aid and abet, solicit, and conspire with another  
to do the same.

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1 COUNT 25: On or about and between December 24, 2009 and April  
2 25, 2013, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to THE COUNTY OF  
8 RIVERSIDE, in support of a false and fraudulent claim, and did  
9 aid and abet, solicit, and conspire with another to do the same.

10 COUNT 26: On or about and between November 02, 2009 and  
11 September 11, 2012, in violation of Section 550(a)(8) of the  
12 Penal Code (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD  
13 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
14 intent to defraud EMPLOYERS, did knowingly and unlawfully  
15 present multiple claims for payment of the same health care  
16 benefit in an amount exceeding nine hundred fifty dollars  
17 (\$950), and did aid and abet, solicit, and conspire with another  
18 to do the same.

19 COUNT 27: On or about and between November 02, 2009 and  
20 September 11, 2012, in violation of Section 550(a)(5) of the  
21 Penal Code (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY  
22 EDWARD CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with  
23 the intent to defraud, did knowingly and unlawfully prepare,  
24 make, and subscribe a material writing, with the intent to  
25 present and use it, and to allow it to be presented to  
26 EMPLOYERS, in support of a false and fraudulent claim, and did  
27 aid and abet, solicit, and conspire with another to do the same.

28 COUNT 28: On or about and between November 23, 2009 and May 23,  
2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud FARMERS, did knowingly and unlawfully present multiple  
claims for payment of the same health care benefit in an amount  
exceeding nine hundred fifty dollars (\$950), and did aid and  
abet, solicit, and conspire with another to do the same.

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1 COUNT 29: On or about and between November 23, 2009 and May 23,  
2 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to FARMERS, in support  
8 of a false and fraudulent claim, and did aid and abet, solicit,  
9 and conspire with another to do the same.

10 COUNT 30: On or about and between November 17, 2009 and May 11,  
11 2011, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud TRAVELERS, did knowingly and unlawfully present  
15 multiple claims for payment of the same health care benefit in  
16 an amount exceeding nine hundred fifty dollars (\$950), and did  
17 aid and abet, solicit, and conspire with another to do the same.

18 COUNT 31: On or about and between November 17, 2009 and May 11,  
19 2011, in violation of Section 550(a)(5) of the Penal Code  
20 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
21 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
22 intent to defraud, did knowingly and unlawfully prepare, make,  
23 and subscribe a material writing, with the intent to present and  
24 use it, and to allow it to be presented to TRAVELERS, in support  
25 of a false and fraudulent claim, and did aid and abet, solicit,  
26 and conspire with another to do the same.

27 COUNT 32: On or about and between July 02, 2012 and August 06,  
28 2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud FIRST COMP INSURANCE, did knowingly and unlawfully  
present multiple claims for payment of the same health care  
benefit in an amount exceeding nine hundred fifty dollars  
(\$950), and did aid and abet, solicit, and conspire with another  
to do the same.

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1 COUNT 33: On or about and between July 02, 2012 and August 06,  
2 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to FIRST COMP, in  
8 support of a false and fraudulent claim, and did aid and abet,  
9 solicit, and conspire with another to do the same.  
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11 COUNT 34: On or about and between November 24, 2009 and June  
12 20, 2012, in violation of Section 550(a)(8) of the Penal Code  
13 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
14 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
15 defraud STATE COMPENSATION INSURANCE FUND, did knowingly and  
16 unlawfully present multiple claims for payment of the same  
17 health care benefit in an amount exceeding nine hundred fifty  
18 dollars (\$950), and did aid and abet, solicit, and conspire with  
19 another to do the same.  
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21 COUNT 35: On or about and between November 24, 2009 and June  
22 20, 2012, in violation of Section 550(a)(5) of the Penal Code  
23 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
24 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
25 intent to defraud, did knowingly and unlawfully prepare, make,  
26 and subscribe a material writing, with the intent to present and  
27 use it, and to allow it to be presented to STATE COMPENSATION  
28 INSURANCE FUND, in support of a false and fraudulent claim, and  
did aid and abet, solicit, and conspire with another to do the  
same.  
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30 COUNT 36: On or about and between December 29, 2009 and June  
13, 2012, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud COMP WEST, did knowingly and unlawfully present  
multiple claims for payment of the same health care benefit in  
an amount exceeding nine hundred fifty dollars (\$950), and did  
aid and abet, solicit, and conspire with another to do the same.  
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1 COUNT 37: On or about and between December 29, 2009 and June  
2 13, 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to COMP WEST, in support  
8 of a false and fraudulent claim, and did aid and abet, solicit,  
9 and conspire with another to do the same.

10 COUNT 38: On or about and between November 02, 2009 and May 03,  
11 2012, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud SENTRY, did knowingly and unlawfully present multiple  
15 claims for payment of the same health care benefit in an amount  
16 exceeding nine hundred fifty dollars (\$950), and did aid and  
17 abet, solicit, and conspire with another to do the same.

18 COUNT 39: On or about and between November 02, 2009 and May 03,  
19 2012, in violation of Section 550(a)(5) of the Penal Code  
20 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
21 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
22 intent to defraud, did knowingly and unlawfully prepare, make,  
23 and subscribe a material writing, with the intent to present and  
24 use it, and to allow it to be presented to SENTRY, in support of  
25 a false and fraudulent claim, and did aid and abet, solicit, and  
26 conspire with another to do the same.

27 COUNT 40: On or about and between November 17, 2009 and  
28 November 23, 2010, in violation of Section 550(a)(8) of the  
Penal Code (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD  
CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
intent to defraud BERKSHIRE HATHAWAY (BHHC), did knowingly and  
unlawfully present multiple claims for payment of the same  
health care benefit in an amount exceeding nine hundred fifty  
dollars (\$950), and did aid and abet, solicit, and conspire with  
another to do the same.

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1 COUNT 41: On or about and between November 17, 2009 and  
2 November 23, 2010, in violation of Section 550(a)(5) of the  
3 Penal Code (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY  
4 EDWARD CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with  
5 the intent to defraud, did knowingly and unlawfully prepare,  
6 make, and subscribe a material writing, with the intent to  
7 present and use it, and to allow it to be presented to BERKSHIRE  
HATHAWAY (BHHC), in support of a false and fraudulent claim, and  
did aid and abet, solicit, and conspire with another to do the  
same.

8 COUNT 42: On or about and between November 09, 2009 and October  
9 18, 2012, in violation of Section 550(a)(8) of the Penal Code  
10 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
11 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
12 defraud CHARTIS (AIG), did knowingly and unlawfully present  
13 multiple claims for payment of the same health care benefit in  
an amount exceeding nine hundred fifty dollars (\$950), and did  
aid and abet, solicit, and conspire with another to do the same.

14 COUNT 43: On or about and between November 09, 2009 and October  
15 18, 2012, in violation of Section 550(a)(5) of the Penal Code  
16 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
17 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
18 intent to defraud, did knowingly and unlawfully prepare, make,  
19 and subscribe a material writing, with the intent to present and  
20 use it, and to allow it to be presented to CHARTIS(AIG), in  
support of a false and fraudulent claim, and did aid and abet,  
solicit, and conspire with another to do the same.

21 COUNT 44: On or about and between November 01, 2009 and July  
22 02, 2012, in violation of Section 550(a)(8) of the Penal Code  
23 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
24 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
25 defraud HARTFORD INSURANCE, did knowingly and unlawfully  
26 present multiple claims for payment of the same health care  
benefit in an amount exceeding nine hundred fifty dollars  
(\$950), and did aid and abet, solicit, and conspire with another  
to do the same.

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1 COUNT 45: On or about and between November 01, 2009 and July  
2 02, 2012, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to HARTFORD INSURANCE,  
8 in support of a false and fraudulent claim, and did aid and  
9 abet, solicit, and conspire with another to do the same.

10 COUNT 46: On or about and between November 02, 2009 and July  
11 19, 2013, in violation of Section 550(a)(8) of the Penal Code  
12 (MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
13 LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
14 defraud ZENITH INSURANCE, did knowingly and unlawfully present  
15 multiple claims for payment of the same health care benefit in  
16 an amount exceeding nine hundred fifty dollars (\$950), and did  
17 aid and abet, solicit, and conspire with another to do the same.

18 COUNT 47: On or about and between November 02, 2009 and July  
19 19, 2013, in violation of Section 550(a)(5) of the Penal Code  
20 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
21 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
22 intent to defraud, did knowingly and unlawfully prepare, make,  
23 and subscribe a material writing, with the intent to present and  
24 use it, and to allow it to be presented to ZENITH INSURANCE, in  
25 support of a false and fraudulent claim, and did aid and abet,  
26 solicit, and conspire with another to do the same.

27 COUNT 48: On or about and between March 18, 2010 and August 25,  
28 2011, in violation of Section 550(a)(8) of the Penal Code  
(MEDICAL INSURANCE FRAUD), a FELONY, JEFFREY EDWARD CAMPAU,  
LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the intent to  
defraud USPS, did knowingly and unlawfully present multiple  
claims for payment of the same health care benefit in an amount  
exceeding nine hundred fifty dollars (\$950), and did aid and  
abet, solicit, and conspire with another to do the same.

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1 COUNT 49: On or about and between March 18, 2010 and August 25,  
2 2011, in violation of Section 550(a)(5) of the Penal Code  
3 (INSURANCE FRAUD - WRITTEN CLAIM), a FELONY, JEFFREY EDWARD  
4 CAMPAU, LANDEN ALAN MIRALLEGRO and ABRAHAM KHORSHAD, with the  
5 intent to defraud, did knowingly and unlawfully prepare, make,  
6 and subscribe a material writing, with the intent to present and  
7 use it, and to allow it to be presented to USPS, in support of a  
8 false and fraudulent claim, and did aid and abet, solicit, and  
9 conspire with another to do the same.

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ENHANCEMENT(S)

It is further alleged pursuant to Penal Code section 186.11(a)  
(1)/(2) (AGGRAVATED WHITE COLLAR CRIME - OVER \$500,000), that as  
to counts 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, 29, 30, 31, 32,  
33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48  
and 49, defendants JEFFREY EDWARD CAMPAU, LANDEN ALAN MIRALLEGRO  
and ABRAHAM KHORSHAD engaged in a pattern of related fraudulent  
felony conduct involving the taking of more than five hundred  
thousand dollars (\$500,000).

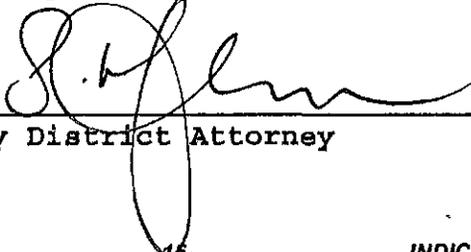
NOTICES:

The People request that defendant and counsel disclose, within  
15 days, all of the materials and information described in Penal  
Code section 1054.3, and continue to provide any later-acquired  
materials and information subject to disclosure, and without  
further request or order.

DATED:

A TRUE BILL

DAVID BAKER, Foreman, Grand Jury  
County of Orange, State of California  
for the year 2013 - 2014

BY:   
Deputy District Attorney

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**  
**ADVISEMENT AND WAIVER OF RIGHTS FOR A FELONY GUILTY PLEA**

SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF ORANGE  
 CENTRAL JUSTICE CENTER  
 MAY 05 2017

Case No. 132F0179 People v. Landen Alan Mirallegro

1. LM My true full name is \_\_\_\_\_  
 I am represented by Kay Cardale BY: L. Hoyle DEPUTY CLERK OF COURT  
 DAVID H. YAMASAKI, Clerk of the Court

2. LM I understand that I am pleading guilty, and admitting the following offenses, special punishment allegations, and prior convictions, carrying the possible penalties as follows:

Ct.	Charge	Sentence Range	Enhancements	Yrs.	Term for Priors	Yrs.	Total Penalty Years
2	550(a)(8)	2, 3, 5	186.11	5			10 years
3	550(a)(5)	2, 3, 5	(a)(2)				+1
4	550(a)(8)	2, 3, 5					+1
5	-49 see pages 1A & 1B.						+44
People want to Dismiss Ct 1 & PC 12022.6 ENH. Maximum Total Punishm							56 years.

3. LM In addition to time in custody, I understand the court may also order me to pay a fine as follows: up to \$10,000 for most felonies [P.C. 672]; up to \$20,000 for selected drug offenses [H&S 11372]; up to \$50,000 for selected drug offenses [H&S 11352.5]; or other:

4. LM I understand it is absolutely necessary that all plea agreements, promises of a particular sentence, and sentence recommendations be completely disclosed to the court on this form.

5. LM **Right to an attorney:** I understand I have the right to be represented by an attorney at all stages of the proceedings until my case is completed. If I cannot afford an attorney, one will be appointed for me free of charge. However, I understand that at the conclusion of my case, the court may order me to reimburse the County of Orange for the cost of my attorney, according to my ability to pay.

6. LM **Right to a preliminary hearing:** I understand I have the right to a preliminary hearing at which a judicial officer will determine if there is sufficient evidence to justify setting my case for trial. At this hearing, I have the right to be represented by an attorney as described in paragraph 5 above, the right to confront and cross-examine witnesses against me, the right to present evidence on my behalf, and the right to remain silent and not testify; but I may testify if I want to. I waive and give up my right to a preliminary hearing.

7. LM **Jury trial rights:** I understand I have the right to a speedy and public trial by a jury. I waive and give up these rights.

8. LM **Right to confront and cross-examine witnesses:** I understand I have the right to confront the witnesses against me and to cross-examine them myself or have my attorney cross-examine them. I waive and give up these rights.

9. LM **Right to testify or remain silent:** I understand I have the right to testify on my behalf. I also understand I have the right to remain silent, and I cannot be compelled to testify against my will. I waive and give up these rights.

10. LM **Right to present evidence:** I understand I have the right to present evidence and to call witnesses to testify on my behalf. I further understand I have the right to invoke the compulsory process of the court to subpoena evidence and witnesses at no cost to me. I waive and give up these rights.

11. LM **Immigration consequences:** I understand if I am not a citizen of the United States, my conviction for the offense charged will have the consequence of deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.

[Type here]

Ct.	Charge	Sentence Range	Enhancements	Yrs	Total Penalty
5	550(a)(5)	2, 3, 5			+1
6	550(a)(8)	2, 3, 5			+1
7	550(a)(5)	2, 3, 5			+1
8	550(a)(8)	2, 3, 5			+1
9	550(a)(5)	2, 3, 5			+1
10	550(a)(8)	2, 3, 5			+1
11	550(a)(5)	2, 3, 5			+1
12	550(a)(8)	2, 3, 5			+1
13	550(a)(5)	2, 3, 5			+1
14	550(a)(8)	2, 3, 5			+1
15	550(a)(5)	2, 3, 5			+1
16	550(a)(8)	2, 3, 5			+1
17	550(a)(5)	2, 3, 5			+1
18	550(a)(8)	2, 3, 5			+1
19	550(a)(5)	2, 3, 5			+1
20	550(a)(8)	2, 3, 5			+1
21	550(a)(5)	2, 3, 5			+1
22	550(a)(8)	2, 3, 5			+1
23	550(a)(5)	2, 3, 5			+1
24	550(a)(8)	2, 3, 5			+1
25	550(a)(5)	2, 3, 5			+1
26	550(a)(8)	2, 3, 5			+1
27	550(a)(5)	2, 3, 5			+1
28	550(a)(8)	2, 3, 5			+1
29	550(a)(5)	2, 3, 5			+1
30	550(a)(8)	2, 3, 5			+1
31	550(a)(5)	2, 3, 5			+1
32	550(a)(8)	2, 3, 5			+1
33	550(a)(5)	2, 3, 5			+1
34	550(a)(8)	2, 3, 5			+1
35	550(a)(5)	2, 3, 5			+1
36	550(a)(8)	2, 3, 5			+1
37	550(a)(5)	2, 3, 5			+1
38	550(a)(8)	2, 3, 5			+1
39	550(a)(5)	2, 3, 5			+1
40	550(a)(8)	2, 3, 5			+1
41	550(a)(5)	2, 3, 5			+1

[Type here]

<b>Ct.</b>	<b>Charge</b>	<b>Sentence Range</b>	<b>Enhancements</b>	<b>Yrs</b>	<b>Total Penalty</b>
42	550(a)(8)	2, 3, 5			+1
43	550(a)(5)	2, 3, 5			+1
44	550(a)(8)	2, 3, 5			+1
45	550(a)(5)	2, 3, 5			+1
46	550(a)(8)	2, 3, 5			+1
47	550(a)(5)	2, 3, 5			+1
48	550(a)(8)	2, 3, 5			+1
49	550(a)(5)	2, 3, 5			+1

- ~~12.~~ **Strike Offense(s):** understand that my conviction in this case is for a serious or violent felony ("strike") which may result in the mandatory denial of probation, substantially increased penalties, and a term in state prison for any future felony conviction.
13. LM **Fourth Amendment waiver:** I understand under the Fourth and Fourteenth Amendments to the United States Constitution, I have a right to be free from unreasonable searches and seizures. I waive and give up this right, and further agree that for the period during which I am on probation or mandatory supervision I will submit my person and property, including any residence, premises, container or vehicle under my control to search and seizure at any time of the day or night by any lawenforcement officer, probation officer, post-release community supervision officer, or parole officer, with or without a warrant, probable cause, or reasonable suspicion.
14. LM **Blakely/Cunningham waiver:** I understand I may have the right to a jury or court trial as to certain factors that can be used to increase my sentence on any count, sentencing enhancement, or allegation, to the upper or maximum term provided by law. I waive and give up the right to a jury or court trial on all of these factors. I agree the judge will determine the existence of any of these factors, within the judge's discretion, as allowed by law. I agree this waiver shall apply to any future sentence imposed following a probation revocation.
15. LM **Appeal waiver:** I understand I have the right to appeal from decisions and orders of the Superior Court. I waive and give up my right to appeal from any and all decisions and orders made in my case, including motions to suppress evidence brought pursuant to Penal Code section 1538.5. I waive and give up my right to appeal from my guilty plea. I waive and give up my right to appeal from any legally authorized sentence the court imposes which is within the terms and limits of this plea agreement.
16. LM **Cruz waiver:** I understand that if, pending sentencing, I am arrested for or commit another crime, violate any condition of my release, or willfully fail to appear for my probation interview or my sentencing hearing, the sentence portion of this agreement will be cancelled. I will be sentenced unconditionally and I will not be allowed to withdraw my guilty plea(s).
17. LM **Arbuckle waiver:** I understand I have the right to be sentenced by the judge who accepts this plea. I waive and give up that right.
18. LM **Probation Report waiver:** I understand I have the right to a full probation report before sentencing. I waive and give up that right.
- ~~19.~~ **Mandatory Supervision waiver:** I understand that I will be on mandatory supervision (P.C. 1170(h)(5).) for the period of time and subject to the terms and conditions specified in this plea agreement. I understand if I violate any term or condition of mandatory supervision I could be sent to county jail for the remainder of my sentence as set forth on page 6, less any credit for time served.
- ~~20.~~ **Post-Release Community Supervision:** I understand that upon release from state prison I may be placed on post-release community supervision for a period of time not to exceed three years, supervised by county officers. I further understand I could be sent to county jail for up to ten days on the order of the post-release community supervision authority without a court hearing.
- ~~21.~~ **Post-Release Community Supervision Revocation:** I understand that, following a court hearing, if I am found in violation of any of the terms or conditions of post-release community supervision, I could be sent to county jail for up to 180 days each time I am found in violation.
- ~~22.~~ **Parole waiver:** I understand that upon release from state prison I may be placed on parole for a period of time ranging from three years to life, supervised by the California Department of Corrections and Rehabilitation. I further understand that if I am found in violation of any of the terms or conditions of parole, I could be sent to county jail for up to 180 days, except if my sentence was life, I could be sent back to state prison for up to a year.
- ~~23.~~ **Mandatory execution of sentence:** I understand I am not eligible for probation and I will be sentenced to state prison or county jail pursuant to P.C. 1170(h).
24. LM **Local OCDA DNA Database Consent and Waiver:** I voluntarily consent and agree to provide a Local DNA Database sample, prints and photograph to the Local OCDA DNA Database for permanent retention, forensic analyses and continual searches, anytime in the future, against other DNA profiles, prints, and photographs in any local, state, national, or international law enforcement database only for law enforcement purposes. I hereby waive and give up my right to withdraw this consent and understand that my consent and waiver of my right to withdraw my consent will remain valid and enforceable even if I successfully complete the terms of my negotiated disposition or a PC 1203.4 motion is granted. I understand that providing a DNA sample may violate my Fourth Amendment rights and I waive and give up that right as it relates to the collection and analysis of my DNA sample and continual searching of my DNA profile. Additionally, I voluntarily agree to provide my DNA sample immediately, or if I am in custody, within 72 hours of my release. I also agree to pay a \$75 administrative fee at the time of collection of my Local OCDA DNA Database sample.

25 LM Proposed disposition: I voluntarily agree and understand the court will: (Initial all that apply)

\_\_\_ (a) Sentence me to state prison for a period of \_\_\_ years and \_\_\_ months, credit for time served of \_\_\_ days actual custody and \_\_\_ days of good time/work time for a total credit of \_\_\_ days. I waive and give up my right to make application for probation and request immediate sentence.

\_\_\_ (b) Sentence me to county jail, for a period of \_\_\_ years and \_\_\_ months pursuant to P.C. 1170(h), credit for time served of \_\_\_ days actual custody and \_\_\_ days of good time/work time for a total credit of \_\_\_ days. I waive and give up my right to make application for probation and request immediate sentence.

\_\_\_ (c) Pronounce a divided sentence to county jail for a period of \_\_\_ years and \_\_\_ months [P.C. 1170(h)]. The sentence is divided as follows: \_\_\_ years and \_\_\_ months incarceration in the county jail, followed by mandatory supervision for \_\_\_ years and \_\_\_ months under the terms and conditions set forth on the attached pages 6 and 7.

\_\_\_ (d) Consider my application for probation before pronouncing sentence. I understand the court may deny my application for probation and sentence me to (check one)  state prison  county jail for a maximum period of \_\_\_ years and \_\_\_ months.

LM (e) Grant me probation under the terms and conditions set forth on the attached pages 6 and 7 that I have initialed and signed. I understand I have the right to reject probation and have the court impose a final sentence. However, I agree to accept probation on the terms and conditions set forth on the attached pages 6 and 7. I further understand that if I am found in violation of any of the terms or conditions of probation, the court may sentence me to (check one)  state prison  county jail in this case for a maximum period of \_\_\_ years and \_\_\_ months.

LM (f) **Harvey waiver:** Order me to pay restitution on counts 2-49, even if any of these counts have been dismissed as part of the plea agreement, in the amount of per stipulation, or in an amount to be determined by the Probation Department. If I disagree with the amount of restitution determined by the Probation Department, I may request a court hearing to determine the amount of restitution.  The sentencing court retains jurisdiction over this case for restitution purposes (if box checked).

LM (g) Order me to pay the mandatory state restitution fine between <sup>700</sup> ~~\$240~~ and \$10,000 [P.C. 1202.4]. A second restitution fine in the same amount will also be ordered if I receive a sentence that includes probation, a conditional sentence, mandatory supervision, post-release community supervision, or parole. This second fine will be suspended and I will only have to pay it if the court later finds that I have violated the terms of my probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 1202.45]. A \$40.00 court security fee must also be paid [P.C. 1465.8] as well as a \$30.00 court facility fee [G.C. 70373] on each count convicted.

LM (h) Order me to pay a mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].

\_\_\_ ~~(i)~~ Order me to pay a mandatory laboratory analysis fee of \$50.00 for each specified drug offense, plus penalty assessment [H&S 11372.5 & P.C. 1464].

\_\_\_ ~~(j)~~ Order me to pay a mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].

LM (k) Order me to provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and P.C. 296.1.

LM (l) Order me to provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes.

\_\_\_ ~~(m)~~ Order me to register pursuant to the following: (Check all that apply)  
 H&S 11590 (narcotics offense)  
 P.C. 186.30 (gang-related offense)  
 P.C. 457.1 (arson-related offense) I understand I will have to register for the rest of my life.  
 P.C. 290 (sex offense) I understand I will have to register for the rest of my life if I work, attend school, or reside in California.

\_\_\_ ~~(n)~~ Order that my driver's license or driving privilege be suspended or revoked for a period of \_\_\_

Case No. 137F0179 People v. Randen Alan Mirallegro

LM (o) The court will order that all monies paid will first be applied to restitution; and that the following terms are also part of this plea:

\_\_\_\_\_

26. LM **CVC 23593 advisement:** You are hereby advised that being under the influence of alcohol or drugs, or both, impairs your ability to safely operate a motor vehicle. Therefore, it is extremely dangerous to human life to drive while under the influence of alcohol or drugs, or both. If you continue to drive while under the influence of alcohol or drugs, or both, and, as a result of that driving someone is killed, you can be charged with murder.

27. LM I acknowledge all other cases pending against me in Orange County and the proposed disposition:  
16CF1842 - Will run concurrently to this case

~~28.~~ LM I understand a plea of guilty in this case may constitute an admission I violated a previous grant of probation, mandatory supervision, post-release community supervision, or parole in other cases and may result in additional penalties imposed in those cases.

29. LM I offer my plea of guilty freely and voluntarily, and with full understanding of all matters set forth in the accusatory pleading and this advisement and waiver of rights form. No one has made any threats or used any force against me, my family, or anyone else I know, in order to convince me to plead guilty in this case. Further, all promises that have been made to me to convince me to plead guilty are on this advisement and waiver of rights form.

30. LM I offer the following facts as the basis for my guilty plea:

In Orange County, California, on Factual basis for the plea is

attached and marked as page 4A and

incorporated herein.

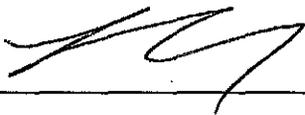
[Type here]

People v. Landen Alan Mirallegro

Case # 13ZF0179

On and between November 2, 2009 and July 19, 2013, in violation in Penal Code §§ 550(a)(8) and 550(a)(5), I knowingly and unlawfully, and with the intent to defraud, presented multiple claims for payment of the same healthcare benefit in an amount exceeding \$950 dollars and also obtained prescriptions and other writings from medical professionals with the intent to present these documents in support of the false claims to the following workers compensation carriers: The County Of San Bernardino, Fireman's Fund, Republic Indemnity, American Claims Management, Tristar And Centre Insurance, C.N.A. Insurance, Hudson Insurance, State Farm Insurance, Sparta And York, Gallegher Basset (Ace, AIGRM, Old Republic Pennsylvania), Liberty Mutual, The County Of Riverside, Employers Insurance, Farmers Insurance, Travelers Insurance, First Comp Insurance, State Compensation Insurance Fund, Comp West Insurance, Sentry Insurance, Berkshire Hathaway (BHHC), Chartis (AIG), Hartford Insurance, Zenith Insurance, USPS (Department Of Treasury).

These claims were submitted for a piece of durable medical equipment, namely Hot/Cold Units, and were submitted under our company name: Aspen Medical Resources, LLC (EIN: 59-3812903) and National Marketing dba National DME (EIN: 61-1492114) and Abrexix Orthocare (EIN: 45-4870620). The claims submitted to the above named carriers exceeded \$70 million dollars in value and we collected \$10,837,624.56 in payments for these above-mentioned claims.



\_\_\_\_\_, Defendant's Signature

Landen Alan Mirallegro

Case No. 138F0179 People v. Randee Alan Mirallegro

31. LM I understand each and every one of the rights set forth above in this advisement and waiver of rights form. I waive and give up each of those rights in order to enter my guilty plea. I am entering a guilty plea because I am in fact guilty and for no other reason. I declare under penalty of perjury I have read, understood, and personally initialed each numbered item above, and I have discussed them with my attorney. I declare under penalty of perjury everything on this form is true and correct. I understand the signing and filing of this form is conclusive evidence I have pled guilty to the charges listed on this advisement and waiver of rights form.

Executed in Orange County, California.

Dated: 5/1/17 Signed: [Signature]  
Defendant

32. DEFENSE ATTORNEY'S STATEMENT: I am the attorney of record for defendant. I have explained to defendant each of the rights set forth on this form. I have discussed the charges and the facts with defendant. I have studied the possible defenses to the charges and discussed those possible defenses with defendant. I have discussed the possible sentence ranges and immigration consequences with defendant. I also have discussed the contents of this form with defendant. I concur with defendant's decision to waive the rights set forth on this form and to plead guilty. No promises of a particular sentence or sentence recommendation have been made to defendant by me, or to my knowledge by the prosecuting attorney or the court, which have not been fully disclosed on this form. I agree that this form may be received by the court as evidence of defendant's advisement and voluntary, intelligent, knowing, and express waiver of the rights set forth on this form.

Dated: 5/1/17 Signed: [Signature]  
Attorney

33. INTERPRETER'S STATEMENT:  
I, \_\_\_\_\_, having been duly sworn as a court certified interpreter, state that I am fluent in the \_\_\_\_\_ language. I translated the contents of this form to defendant in that language. The defendant told me he/she understood the contents of this form and initialed and signed it in my presence.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Interpreter

34. FOR THE PEOPLE:  
Dated: 5/5/17 Signed: [Signature]  
Deputy District Attorney

Plea to the Court \_\_\_\_\_

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**  
**TERMS AND CONDITIONS OF FELONY PROBATION AND MANDATORY SUPERVISION**

Case No. 132F0179 People v. Landen Alan Mirallegro

- ① LM Sentenced to State Prison for 10 years and — months. Execution of sentence suspended. Placed on probation for 5 years.
- ~~X~~ Imposition of sentence suspended. Placed on probation for — years. Check one:  Supervised probation; or  Probation Department relieved of supervision.
3. LM Probationers: Serve 305 in County Jail. Credit for 3 days actual time served and 3 days good time/work time for a total credit of 6 days. Stay granted until 9-15-17 7pm <sup>APPLY SEC.</sup>
- ~~X~~ Sentenced to county jail for a period of — years and — months pursuant to P.C. 1170(h). Credit for — days actual time served and — days good time/work time for a total credit of — days.
- ~~X~~ Divided Sentence. Sentenced to county jail for a period of — years and — months [Total term under P.C. 1170(h)(5)]. The sentence is divided as follows: — years and — months incarceration in county jail, followed by — years and — months of mandatory supervision under the terms and conditions set forth on this page and the attached page 7. Credit for — days actual time served and — days good time/work time for a total credit of — days.
- ⑥ LM Pay fine of 250,000 plus penalty assessment. Per 1972.83. INS. Coa
- ⑦ LM Pay mandatory fee of \$70.00 for each count convicted. [Court Operations- \$40.00- P.C. 1465.8 and Facilities- \$30.00- G.C. 70373].
- ~~X~~ Pay mandatory laboratory analysis fee of \$50.00 for each specified drug offense plus penalty assessment [H&S 11372.5 & P.C. 1464].
- ~~X~~ Pay mandatory drug program fee of \$150.00 for each specified drug offense [H&S 11372.7].
- ⑩ LM Pay mandatory state restitution fine of 300 [Min: \$240; Max: \$10,000- P.C. 1202.4]. If your sentence includes probation, a conditional sentence, mandatory supervision, post-release community supervision or parole, the court will order you to pay a second restitution fine in the same amount, but it will be suspended and you will only have to pay the second fine if you are later found in violation of your probation, conditional sentence, mandatory supervision, post-release community supervision, or parole [P.C. 1202.44 & 45]. All monies paid by defendant for any purpose will first be applied to restitution until it is paid in full [Cal. Constitution].
11. LM Pay restitution on counts 2-49, even if any of these counts have been dismissed as part of a plea agreement, in the amount of per stipulation, or in an amount to be determined by the Court and as directed by the Probation Department or Mandatory Supervision. You are also ordered to make all financial disclosures required by law in order to fulfill your responsibility to pay full restitution [P.C. 1202.4]. You are also ordered to pay interest on restitution at the rate of 10% (check one)  from the date of sentencing OR  from the date of ~~less~~. Receiver's Final Report.
- ~~X~~ Register pursuant to: (Check all that apply)
- |   |  |
|---|--|
| <input type="checkbox"/> H&S 11590 [narcotics offense]      | <input type="checkbox"/> P.C. 290 [sexual offense- lifetime registration]  |
| <input type="checkbox"/> P.C. 186.22 [gang-related offense] | <input type="checkbox"/> P.C. 457.1 [arson offense- lifetime registration] |
13. LM Provide a state DNA sample and prints for the State DNA Database pursuant to P.C. 296 and 296.1, if not already provided.
14. LM Provide a local DNA sample, prints and photograph to the OCDA for permanent retention, analyses and search within any law enforcement database(s) for only law enforcement purposes immediately or, if in custody, within 72 hours of your release.
- ~~X~~ Do not be in the presence of children under the age of 18, unless accompanied by a responsible adult 21 years of age or older and approved in advance by your probation or mandatory supervision officer.
- ~~X~~ Use no unauthorized drugs, narcotics, or controlled substances, and submit to drug or narcotic testing as directed by your probation or mandatory supervision officer, or any peace officer.
17. LM Submit your person and property, including any residence, premises, container or vehicle under your control, to search and seizure at any time of the day or night by any law enforcement officer, probation officer, or mandatory supervision officer, with or without a warrant, probable cause, or reasonable suspicion.

18. LM Cooperate with your probation or mandatory supervision officer in any plan for psychological, psychiatric, alcohol, and/or drug treatment. Seek training, schooling, or employment, and maintain residence as approved by your probation or mandatory supervision officer. Do not associate with persons known to you to be parolees, on post-release community supervision, convicted felons, users or sellers of illegal drugs, or otherwise disapproved of by probation or mandatory supervision, *except co-def*

~~19.~~ Do not possess any blank checks, write any portion of any checks, have any checking account, nor use or possess any credit cards or open credit accounts, unless approved in advance by your probation or mandatory supervision officer. Use only your true name. Do not possess any other person's personal identifying information or personal financial information unless approved in advance by your probation or mandatory supervision officer.

20. LM Do not own, use, or possess any type of dangerous or deadly weapon, including any firearm or ammunition.

21. LM Obey all orders, rules, regulations, and directives of the Court, Probation Department, Mandatory Supervision, and Jail.

22. LM Violate no law.

~~23.~~ Driver's license or driving privilege is suspended or revoked for a period of \_\_\_\_\_.

~~24.~~ All of the below apply unless lined out:  
(a) Do not drive a motor vehicle with a measurable amount of alcohol in your blood.  
(b) Submit to a chemical test of your blood on demand of any peace officer, probation officer, or mandatory supervision officer.  
(c) Do not be present in any establishment where the primary items for sale are alcoholic beverages.  
(d) Do not consume any alcoholic beverages.  
(e) Do not drive a motor vehicle without a valid California Driver's License on yo ur person.

~~25.~~ Attend and complete the following (check all that apply):  
 52 week Batterer's Treatment Program:  Alcohol/Drug Component  Parenting Component  
 1 year Child Abuser's Program

~~26.~~ Comply with the terms and conditions of the Protective Order.

~~27.~~ Do not, in any manner, directly or indirectly, initiate contact with, nor have any communication with:

28. LM Disclose your probation or mandatory supervision status and terms upon the request of any peace officer.

29. LM Other conditions:  
Comply with terms attached herein and marked as  
page 7A.

30. LM Pay cost of probation or mandatory supervision, according to ability to pay, as directed by your probation or mandatory supervision officer.

31. LM I understand that the Court ultimately determines the conditions of probation and mandatory supervision, and I have the right to request the Court modify or eliminate any condition imposed by the Probation Department that I believe is unreasonable.

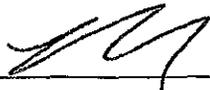
I have read and agree to all the terms and conditions I have initialed on pages 6 and 7 of this form.

Dated: 5/1/17 Defendant's Signature: [Signature]

**Additional conditions of probation for Defendant Landen Mirallegro**

**Case # 13ZF0179**

- Defendant acknowledges and understands that he may not collect on, healthcare claims that were submitted to workers compensation carriers for hot/cold units and which were submitted by his companies: Aspen Medical Resources, LLC, National Marketing dba National DME and Abrexis Orthocare.
- Defendant acknowledges and understands that he may not sell the outstanding receivables for any outstanding workers compensation healthcare claims for Hot/Cold Units, and generated by his companies: Aspen Medical Resources, LLC, National Marketing dba National DME and Abrexis Orthocare to any third parties, either inside or outside of the State of California.
- Defendant acknowledges and understands that he will voluntarily relinquish his ownership interest in the liens and will dismiss all liens relating to the claims submitted for hot/cold units at the Workers Compensation Appeals Board, for his companies: Aspen Medical Resources, LLC, National Marketing dba National DME and Abrexis Orthocare, pursuant to Labor Code § 139.21, *BY 6/5/17.*
- Defendant may petition the Court to revert the Probation to informal after 3 years if all other terms of probation have been met, and the defendant has not had any further law or probation violations.
- Defendant understands that the People have no objections to him continuing his business operations subject to the above terms of probation. All other Non-Hot/Cold products offered by Abrexis are not the subject to the terms of this plea agreement.
- Defendant shall pay a fine in the amount of \$250,000.00 (Two Hundred Fifty Thousand Dollars) pursuant to Insurance Code §1872.83. This payment will be made to: The Department of Insurance, with the defendant's name, county of Orange, case #13ZF0179, mailed to California Department of Insurance, Accounting – Cashiering Unit, 300 Capitol Mall, 14<sup>th</sup> Floor, Sacramento, California 95814.



\_\_\_\_\_, Defendant's Signature

Landen Alan Mirallegro

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF ORANGE  
 CENTRAL JUSTICE CENTER  
 MAY 05 2017  
 DAVID H. YAMASAKI, Clerk of the Court  
 BY: L. Hoyle, DEPUTY

**ATTACHMENT "A"**

**RESTITUTION AGREEMENT FOR JEFFREY CAMPAU, LANDEN MIRALLEGRO & ABRAHAM KHORSHAD, CASE #13ZF0179**

The following is part of my guilty plea in the above-captioned case as if set forth at 25(f) and 25(0) of the Advisement and Waiver of Rights For a Felony Guilty Plea:

LM OK **Restitution Counts:** I agree that I owe restitution on all convicted counts to the victims of my crime. The victims are identified infra.

LM OK **Joint & Several Liability & Possible Apportionment:** I agree that I am jointly and severally liable with my co-defendants for all the restitution owed to the victims. Defendant's requested, and the People do not oppose, that whenever possible the distribution of assets be apportioned as follows: Abraham Khorshad 50%, Landen Mirallegro 25% and Jeffrey Campau 25%. All parties understand that in the event full restitution based upon apportionment creates a shortfall to the victims then the other defendants will pay the difference regardless of the apportionment factor because it is the parties' intention that the victims will be made whole in this case.

LM OK **Full Restitution:** I acknowledge "full restitution" includes:

- 1) Restitution that has been settled by the defense through Agreements with the insurance company;
- 2) Restitution that still remains unpaid hereinafter called "base restitution"; and
- 3) Interest at 10% from the date of the Receiver's Final Accounting Report;

LM OK **Amount of Full Restitution:** The full restitution amount totals \$10,548,904.63, plus interest. The Settlement Agreements of \$1,927,058.67 were negotiated between defense counsel and the insurance company. The insurance companies declared in affidavits that no further restitution is owed to their companies. These affidavits supporting the \$1,927,058.67 of negotiated settlements are attached hereto as Exhibit 1. The base restitution totals \$8,621,845.96, plus interest. The amounts encompassing full restitution are as follows:

RESTITUTION	TOTALS
Total Settlement Agreements By Defense	\$1,927,058.67
Total Base Restitution Unpaid	\$8,621,845.96
<b>TOTAL</b>	<b>\$10,548,904.63</b>

LM OK **Base Restitution:** I agree I owe the following base restitution to the victims. Base restitution is the amount of "loss outstanding" and unpaid as described infra. This restitution is owed to the victims as a result of my criminal conduct. The base restitution is calculated without the cost of investigation or interest included.

LM *Q* **Voluntary Dismissals of Lien Pursuant to Labor Code §139.21 By The Defendants:** I hereby agree that as consideration for this plea agreement, I will voluntarily dismiss all liens per Labor Code §139.21 pursuant to Labor Code §139.21. The voluntary dismissal of liens total \$139,752,925.77 (One Hundred Thirty Nine Million Seven Hundred Fifty Two Thousand Nine Hundred and Twenty-five Dollars and Seventy-seven cents).

<u>Victim</u>	<u>Base Restitution</u>
Markel/First Comp	\$116,120.33
Comp West	\$164,267.43
County of San Bernardino	\$61,287.00
SCIF	\$2,120,448.03
Republic Indemnity	\$173,088.98
Berkshire Hathaway	\$155,145.13
AIG	\$1,044,496.32
Sentry	\$186,770.74
ACM	\$279,859.06
Tristar	\$167,772.55
Farmers	\$389,862.27
York	\$71,369.84
Employers Comp	\$505,941.16
County of Riverside	\$21,978.80
Liberty Mutual	\$2,662,229.37
Zenith	\$196,930.18
Gallagher Basset	\$26,874.77
USPS	\$277,404.00
<b>TOTAL BASE RESTITUTION</b>	<b>\$8,621,845.96</b>

LM *Q* **Assets Held By Receivership:** It is agreed all assets, including, but not limited to, cash, real property, business entities in which the Receiver has oversight of, and any other assets held pursuant to the Receivership, shall be maintained by the Receiver until further order of this Court. The determination of the properties to be liquidated to pay the remaining restitution shall be determined by the Court, after review of the Verified Claims, and such order shall be directed to the Receiver to initiate a sale of said property to pay any remaining restitution. These proceeds received from the sale of the liquidated properties shall be used for the remaining restitution, fines, and costs.

LM *Q* **Lis Pendens:** The Lis Pendens are to remain in place and filed on all properties outlined in Exhibit 1, "Attachment 2A" until full restitution has been paid in #13ZF0179. Based on a stipulation of the parties, a Lis Pendens shall remain, even after restitution is paid in full in case #13ZF0179, on defendant Jeffrey Campau and defendant Landen Mirallegro's personal residences, identified as 19930 Winners Circle, Yorba Linda, APN: 326-162-45, title held under Mirallegro 2012 Family Trust and 19353 Shetland Lane, Yorba Linda, APN: 326-141-26, title held under Jeffrey E. Campau, until restitution has been paid in full in case #16CF1842.

LM @ AK **Orange County District Attorney Collection:** I agree that the Orange County District Attorney, and not the Probation Department, will monitor and control the restitution in this case.

LM @ AK **Probation:** I agree to pay restitution while on 5 years formal felony probation through the Office of the District Attorney to the victims who have not been fully compensated at the time of my guilty plea. This agreement with the District Attorney is part of my plea bargain to resolve this case prior to trial, and is not subject to modification by the Probation Department or my Probation Officer based on any ability to pay as there are sufficient assets held in Receivership to make the victims whole.

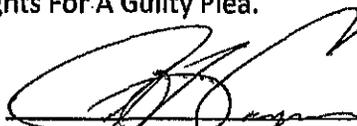
LM @ AK **Interest Owed:** Based upon the voluntary dismissal of liens pursuant to Labor Code §139.21, the interest shall accrue at 10% from the date of the Receiver's final report and said calculation shall be determined upon the final restitution payment to the victims. I acknowledge and agree that I will pay the interest from the proceeds of the assets held by the Receiver.

LM @ AK **No Other Modifications or Changes Shall Be Made To This Agreement:** I further agree that during the probationary period, no other modifications or changes shall be made to this Agreement without the District Attorney's express approval and agreement.

LM @ AK **Civil Judgment:** I agree at the end of the 5 years formal probation, any remaining interest, attorney fees, or base restitution still owed will be placed into a criminal judgment and abstract of judgment.

LM @ AK I agree to the foregoing and accept this schedule as part of my guilty plea in this case. I declare under penalty of perjury I have read, understood, and discussed this agreement with my attorney. By signing below this Attachment "A" I understand it is incorporated by reference to the Advisement and Waiver of Rights For A Guilty Plea.

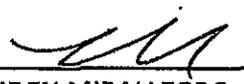
Dated: 5/5/17

  
\_\_\_\_\_  
JEFFREY CAMP AU, Defendant

Dated: 5/5/17

\_\_\_\_\_  
PAUL MEYER, Attorney for Defendant Campau

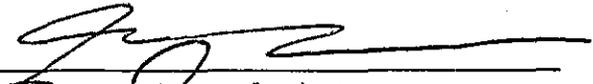
Dated: 5/5/17

  
\_\_\_\_\_  
LANDEN MIRALLEGRO, Defendant

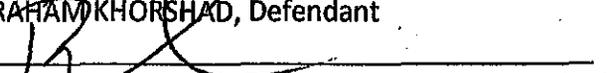
Dated: 5/5/17

\_\_\_\_\_  
KAY ANDERLE, Attorney for Defendant Mirallegro

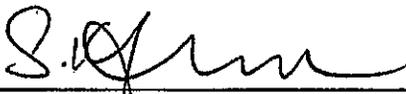
Dated: 5/5/17

  
\_\_\_\_\_  
ABRAHAM KHORSHAD, Defendant

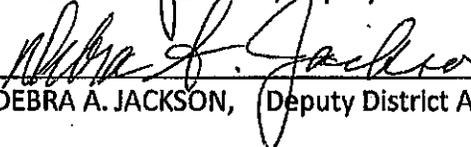
Dated: 5/5/17

  
\_\_\_\_\_  
BENJAMIN GLUCK, Attorney for Defendant Khorshad

Dated: 5/5/17

  
\_\_\_\_\_  
SHADDI KAMIABIPOUR, Deputy District Attorney

Dated: 5-5-17

  
\_\_\_\_\_  
DEBRA A. JACKSON, Deputy District Attorney



1 TONY RACKAUCKAS, DISTRICT ATTORNEY  
2 COUNTY OF ORANGE, STATE OF CALIFORNIA  
3 BY: DEBRA A. JACKSON  
4 Deputy District Attorney  
5 State Bar Number 201609  
6 POST OFFICE BOX 808  
7 SANTA ANA, CALIFORNIA 92702  
8 TELEPHONE: (714) 834-3600

9  
10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

12 THE PEOPLE OF THE STATE OF CALIFORNIA,

13 Plaintiff,

14 vs.

15 JEFFREY EDWARD CAMPAU,  
16 LANDEN MIRALLEGRO,  
17 ABRAHAM KHORSHAD, and  
18 ALAN McCracken

19 Defendant(s)

Case No.: 13ZF0179  
DECLARATION UNDER OATH  
REGARDING RESTITUTION  
BEING CLAIMED

20 I, Tracy Crates, hereby declare:

- 21 1) I am employed by CNA Insurance, insurance company /municipality/  
22 self-insured private company (hereinafter "Victim").  
23 2) My title is SIU Investigator.  
24 3) I am qualified to attest to the amount of loss the Victim has suffered as a result of the  
25 criminal activity of the above-named defendants and their companies, Aspen Medical Resources,  
26 Abrexis Orthocare, and National Marketing Medical Equipment.  
27 4) Further, I understand that the Victim is entitled to interest at the rate of 10% per  
28 annum as of either the date of sentencing or loss, actual and reasonable attorney's fees, and other  
costs of collection accrued by a private entity on behalf of the Victim.

1 5) Further, I understand that the Victim is entitled to any other reasonable expenses as  
2 allowed by law to fully recompense the Victim.

3 6) I, personally, have knowledge of how the loss amount was compiled.

4 7) I understand that these figures I am attesting to will be considered as a final restitution  
5 amount by the Court and the People and these numbers may not be changed in the future.

6 8) I am aware of, and have reviewed, the Court Order Re Specific Healthcare Claims  
7 Submitted By Aspen Medical Resources LLC, National Marketing LLC, Abrexis LLC and Atlas  
8 Collections dated March 23, 2015.

9 9) I understand that the Court will not reimburse the Victim if the Victim choses to  
10 continue to pay for the hot/cold units.

11 10) I have compiled the following numbers which represent the final amount of  
12 restitution owed to the Victim and constitute an actual loss within the meaning of Penal Code  
13 §1202.4:

14 a. The Loss Amount Owed by Defendants: \$ 0.00

15 b. The Interest Owing: \$ 0.00

16 c. Attorney's Fees: \$ 0.00

17 d. Any Other Expenses: \$ 0.00

18  
19 11) Therefore, the total and final amount of restitution requested by Victim, in this  
20 case is \$ 0.00

21 \*\*12) The Victim is not claiming any restitution in this case, and hereby certifies that all  
22 restitution has been fully satisfied, and is providing the Court with the following information:

23 (a) The total amount of Loss prior to the Settlement Agreement was:

24 \$ 552,136.53

25 (b) The total amount of hot/cold unit bills/liens dismissed or withdrawn by the defendant:

26 \$ 3,729,836.88

27 (c) A copy of the Settlement Agreement with the Defendants regarding restitution.  
28

1 I hereby declare under PENALTY OF PERJURY under the laws of the State of  
2 California that the foregoing is true and correct.

3 Executed this 20th day of April, 2015, at  
4 Brea, California.

5 By:

6  
7  
8 Tracy Crates (Signature)  
9 Tracy Crates, Investigator (Print Name & Title)

10  
11  
12 State of California

13 County of \_\_\_\_\_

14  
15 On \_\_\_\_\_ before me, \_\_\_\_\_, personally  
16 appeared, who proved to me on the basis of satisfactory evidence to be that he/she/they executed  
17 the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
18 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
19 instrument.

20  
21 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
22 foregoing paragraph is true and correct.

23  
24 WITNESS my hand and official seal.

25  
26 Signature \_\_\_\_\_ (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1169**

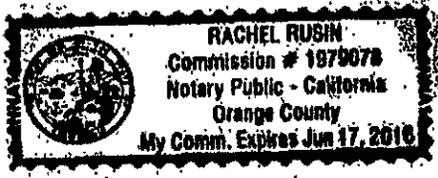
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Orange  
County of Orange  
On May 7, 2015 before me, Rachel Rusin, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Tracy Crates  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Rachel Rusin  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document  
Title or Type of Document: Declaration Document Date: April 20, 2015  
Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)  
Signer's Name: Tracy Crates  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**Matthew Huls, SIU National Manager**  
Medical Fraud and Major Case Programs  
12000 Foundation Place  
Rancho Cordova, CA 95670



April 24, 2015

Kristal Hughes  
Orange County District Attorney's Office  
401 Civic Center Drive West  
Santa Ana, CA 92701

Dear Ms. Hughes:

Please see the attached Restitution Statement Under Oath and the agreement entered into by the both the defendants and The Hartford.

Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Huls".

Matthew Huls, CPCU, AIC  
SIU National Manager

1 TONY RACKAUCKAS, DISTRICT ATTORNEY  
2 COUNTY OF ORANGE, STATE OF CALIFORNIA

3 BY: DEBRA A. JACKSON  
4 Deputy District Attorney  
5 State Bar Number 201609

6 POST OFFICE BOX 808  
7 SANTA ANA, CALIFORNIA 92702  
8 TELEPHONE: (714) 834-3600

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE PEOPLE OF THE STATE OF CALIFORNIA, }  
Plaintiff, }

Case No.: 13ZF0179  
DECLARATION UNDER OATH  
REGARDING RESTITUTION  
BEING CLAIMED

vs.

JEFFREY EDWARD CAMPAU,  
LANDEN MIRALLEGRO,  
ABRAHAM KHORSHAD, and  
ALAN McCracken

Defendant(s)

I, Matthew Hints, hereby declare:

1) I am employed by The Hartford, insurance company  
/municipality/ self-insured private company (hereinafter "Victim").

2) My title is SU National Manager - Medical Fraud and Major Case Program

3) I am qualified to attest to the amount of loss the Victim has suffered as a result of the  
criminal activity of the above-named defendants and their companies, Aspen Medical Resources,  
Abrexis Orthocare, and National Marketing Medical Equipment.

4) Further, I understand that the Victim is entitled to interest at the rate of 10% per  
annum as of either the date of sentencing or loss, actual and reasonable attorney's fees, and other  
costs of collection accrued by a private entity on behalf of the Victim.

1 5) Further, I understand that the Victim is entitled to any other reasonable expenses as  
2 allowed by law to fully recompense the Victim.

3 6) I, personally, have knowledge of how the loss amount was compiled.

4 7) I understand that these figures I am attesting to will be considered as a final restitution  
5 amount by the Court and the People and these numbers may not be changed in the future.

6 8) I am aware of, and have reviewed, the Court Order Re Specific Healthcare Claims  
7 Submitted By Aspen Medical Resources LLC, National Marketing LLC, Abrexis LLC and Atlas  
8 Collections dated March 23, 2015.

9 9) I understand that the Court will not reimburse the Victim if the Victim choses to  
10 continue to pay for the hot/cold units.

11 10) I have compiled the following numbers which represent the final amount of  
12 restitution owed to the Victim and constitute an actual loss within the meaning of Penal Code  
13 §1202.4:

- 14 a. The Loss Amount Owed by Defendants: \$ N/A
- 15 b. The Interest Owing: \$ N/A
- 16 c. Attorney's Fees: \$ N/A
- 17 d. Any Other Expenses: \$ N/A

18  
19 11) Therefore, the total and final amount of restitution requested by Victim, in this  
20 case is \$ N/A.

21 \*\*12) The Victim is not claiming any restitution in this case, and hereby certifies that all  
22 restitution has been fully satisfied, and is providing the Court with the following information:

- 23 (a) The total amount of Loss prior to the Settlement Agreement was:  
24 \$ 317,341.52
- 25 (b) The total amount of hot/cold unit bills/liens dismissed or withdrawn by the defendant:  
26 \$ 1,502,452.37
- 27 (c) A copy of the Settlement Agreement with the Defendants regarding restitution.

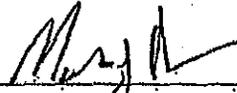
28

1 I hereby declare under PENALTY OF PERJURY under the laws of the State of  
2 California that the foregoing is true and correct.

3 Executed this 24<sup>th</sup> day of April, 2015, at

4 Lemon Grove, California.

5 By:

6  
7  
8 

(Signature)

9 Matthew Hulls, SUI National Attorney (Print Name & Title)

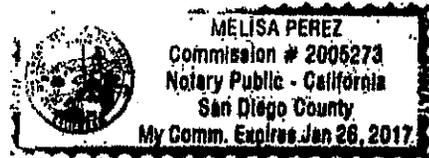
10  
11  
12 State of California

13 County of San Diego

14  
15 On April 24<sup>th</sup> 2015 before me, Matthew Hulls, personally  
16 appeared, who proved to me on the basis of satisfactory evidence to be that he/she/they executed  
17 the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
18 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
19 instrument.

20  
21 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
22 foregoing paragraph is true and correct.

23  
24 WITNESS my hand and official seal.



25  
26 Signature Melisa Perez (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

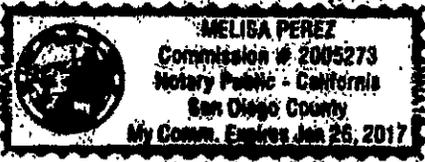
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego )  
On April 24<sup>th</sup> 2015 before me, Melisa Perez Account Receivable  
Date: Here Insert Name and Title of the Officer  
personally appeared Matthew Huls  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature Melisa Perez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:  
Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)  
Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

1 TONY RACKAUCKAS, DISTRICT ATTORNEY  
COUNTY OF ORANGE, STATE OF CALIFORNIA

2 BY: DEBRA A. JACKSON  
3 Deputy District Attorney  
State Bar Number 201609

4 POST OFFICE BOX 808  
SANTA ANA, CALIFORNIA 92702  
5 TELEPHONE: (714) 834-3600

6  
7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**  
9

10 THE PEOPLE OF THE STATE OF CALIFORNIA, }

11 Plaintiff, }

12 vs.

13  
14 JEFFREY EDWARD CAMPAU,  
15 LANDEN MIRALLEGRO,  
16 ABRAHAM KHORSHAD, and  
ALAN McCracken

17 Defendant(s) }

Case No.: 13ZF0179  
DECLARATION UNDER OATH  
REGARDING RESTITUTION  
BEING CLAIMED

18 I, Dennis H. Hosey, hereby declare:

19 1) I am employed by Travelers, insurance company /municipality/ self-insured private  
20 company (hereinafter "Victim").

21 2) My title is National Manager Medical Investigation (SIU).

22 3) I am qualified to attest to the amount of loss the Victim has suffered as a result of the  
23 criminal activity of the above-named defendants and their companies, Aspen Medical Resources,  
24 Abrexis Orthocare, and National Marketing Medical Equipment.

25 4) Further, I understand that the Victim is entitled to interest at the rate of 10% per  
26 annum as of either the date of sentencing or loss, actual and reasonable attorney's fees, and other  
27 costs of collection accrued by a private entity on behalf of the Victim.

28 ///

1 5) Further, I understand that the Victim is entitled to any other reasonable expenses as  
2 allowed by law to fully recompense the Victim.

3 6) I, personally, have knowledge of how the loss amount was compiled.

4 7) I understand that these figures I am attesting to will be considered as a final restitution  
5 amount by the Court and the People and these numbers may not be changed in the future.

6 8) I am aware of, and have reviewed, the Court Order Re Specific Healthcare Claims  
7 Submitted By Aspen Medical Resources LLC, National Marketing LLC, Abrexis LLC and Atlas  
8 Collections dated March 23, 2015.

9 9) I understand that the Court will not reimburse the Victim if the Victim choses to  
10 continue to pay for the hot/cold units.

11 10) I have compiled the following numbers which represent the final amount of  
12 restitution owed to the Victim and constitute an actual loss within the meaning of Penal Code  
13 §1202.4:

14 a. The Loss Amount Owed by Defendants: \$N/A

15 b. The Interest Owing: \$N/A

16 c. Attorney's Fees: \$N/A

17 d. Any Other Expenses: \$N/A

18  
19 11) Therefore, the total and final amount of restitution requested by Victim, in this  
20 case is \$N/A.

21 \*\*12) The Victim is not claiming any restitution in this case, and hereby certifies that all  
22 restitution has been fully satisfied, and is providing the Court with the following information:

23 (a) The total amount of Loss prior to the Settlement Agreement was: \$1,013,164.80

24 (b) The total amount of hot/cold unit bills/liens dismissed or withdrawn by the defendant:  
25 \$6,519,797.00.

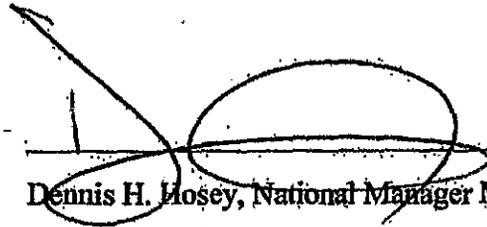
26 (c) A copy of the Settlement Agreement with the Defendants regarding restitution.

27 I hereby declare under PENALTY OF PERJURY under the laws of the State of  
28 California that the foregoing is true and correct.

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Executed this 7<sup>th</sup> day of May, 2015, at Warren County, Iowa.

By:



(Signature)

Dennis H. Hosey, National Manager Medical Investigation (SIU)

State of California

County of Warren

On May 7<sup>th</sup>, 2015 before me, Dennis Hosey, personally appeared, who proved to me on the basis of satisfactory evidence to be that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Trisha L. Trunnell (Seal)  
Brumer



TRISHA LYNNETTE  
TRUNNELL-BRUMER  
Commission Number  
781020  
My Commission Expires  
10-23-2016

1 TONY RACKAUCKAS, DISTRICT ATTORNEY  
2 COUNTY OF ORANGE, STATE OF CALIFORNIA  
3 BY: DEBRA A. JACKSON  
4 Deputy District Attorney  
5 State Bar Number 201609  
6 POST OFFICE BOX 808  
7 SANTA ANA, CALIFORNIA 92702  
8 TELEPHONE: (714) 834-3600

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE PEOPLE OF THE STATE OF CALIFORNIA,  
Plaintiff,

vs.

JEFFREY EDWARD CAMPAU,  
LANDEN MIRALLEGRO,  
ABRAHAM KHORSHAD, and  
ALAN McCracken

Defendant(s)

Case No.: 13ZF0179  
DECLARATION UNDER OATH  
REGARDING RESTITUTION  
BEING CLAIMED

I, Greg Edwards, hereby declare:

- 1) I am employed by Hudson, insurance company  
/municipality/ self-insured private company (hereinafter "Victim").
- 2) My title is Claim Unit Manager.
- 3) I am qualified to attest to the amount of loss the Victim has suffered as a result of the criminal activity of the above-named defendants and their companies, Aspen Medical Resources, Abrexis Orthocare, and National Marketing Medical Equipment.
- 4) Further, I understand that the Victim is entitled to interest at the rate of 10% per annum as of either the date of sentencing or loss, actual and reasonable attorney's fees, and other costs of collection accrued by a private entity on behalf of the Victim.

1 5) Further, I understand that the Victim is entitled to any other reasonable expenses as  
2 allowed by law to fully recompense the Victim.

3 6) I, personally, have knowledge of how the loss amount was compiled.

4 7) I understand that these figures I am attesting to will be considered as a final restitution  
5 amount by the Court and the People and these numbers may not be changed in the future.

6 8) I am aware of, and have reviewed, the Court Order Re Specific Healthcare Claims  
7 Submitted By Aspen Medical Resources LLC, National Marketing LLC, Abrexis LLC and Atlas  
8 Collections dated March 23, 2015.

9 9) I understand that the Court will not reimburse the Victim if the Victim chooses to  
10 continue to pay for the hot/cold units.

11 10) I have compiled the following numbers which represent the final amount of  
12 restitution owed to the Victim and constitute an actual loss within the meaning of Penal Code  
13 §1202.4:

- 14 a. The Loss Amount Owed by Defendants: \$ \_\_\_\_\_
- 15 b. The Interest Owing: \$ \_\_\_\_\_
- 16 c. Attorney's Fees: \$ \_\_\_\_\_
- 17 d. Any Other Expenses: \$ \_\_\_\_\_

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19 11) Therefore, the total and final amount of restitution requested by Victim, in this  
20 case is \$ \_\_\_\_\_

21 \*\*12) The Victim is not claiming any restitution in this case, and hereby certifies that all  
22 restitution has been fully satisfied, and is providing the Court with the following information:

23 (a) The total amount of Loss prior to the Settlement Agreement was:

24 \$ 9330.86

25 (b) The total amount of hot/cold unit bills/liens dismissed or withdrawn by the defendant:

26 \$ \_\_\_\_\_

27 (c) A copy of the Settlement Agreement with the Defendants regarding restitution.

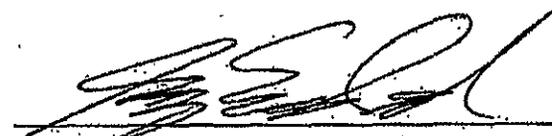
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I hereby declare under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_, California.

By:

  
\_\_\_\_\_  
Greg Edwards, Chairman (Print Name & Title)

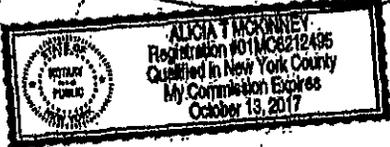
State of California NEW YORK  
County of NEW YORK

On April 24, 2015 before me, GREG EDWARDS, personally appeared, who proved to me on the basis of satisfactory evidence to be that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



1 TONY RACKAUCKAS, DISTRICT ATTORNEY  
COUNTY OF ORANGE, STATE OF CALIFORNIA

2 BY: DEBRA A. JACKSON  
Deputy District Attorney  
3 State Bar Number 201609

4 POST OFFICE BOX 808  
SANTA ANA, CALIFORNIA 92702  
5 TELEPHONE: (714) 834-3600

6  
7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**  
9

10 THE PEOPLE OF THE STATE OF CALIFORNIA, }  
11 }  
12 } Plaintiff,

13 vs.

14 JEFFREY EDWARD CAMPAU,  
15 LANDEN MIRALLEGRO,  
16 ABRAHAM KHORSHAD, and  
ALAN McCracken.

17 Defendant(s)

Case No.: 13ZF0179  
DECLARATION UNDER OATH  
REGARDING RESTITUTION  
BEING CLAIMED

18 I, "John" Juha Auvinen, hereby declare:

19 1) I am employed by Fireman's Fund Insurance Company, insurance company  
20 /municipality/ self-insured private company (hereinafter "Victim").

21 2) My title is SIU Specialist.

22 3) I am qualified to attest to the amount of loss the Victim has suffered as a result of the  
23 criminal activity of the above-named defendants and their companies, Aspen Medical Resources,  
24 Abrexis Orthocare, and National Marketing Medical Equipment.

25 4) Further, I understand that the Victim is entitled to interest at the rate of 10% per  
26 annum as of either the date of sentencing or loss, actual and reasonable attorney's fees, and other  
27 costs of collection accrued by a private entity on behalf of the Victim.  
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1 5) Further, I understand that the Victim is entitled to any other reasonable expenses as  
2 allowed by law to fully recompense the Victim.

3 6) I, personally, have knowledge of how the loss amount was compiled.

4 7) I understand that these figures I am attesting to will be considered as a final restitution  
5 amount by the Court and the People and these numbers may not be changed in the future.

6 8) I am aware of, and have reviewed, the Court Order Re Specific Healthcare Claims  
7 Submitted By Aspen Medical Resources LLC, National Marketing LLC, Abrexis LLC and Atlas  
8 Collections dated March 23, 2015.

9 9) I understand that the Court will not reimburse the Victim if the Victim choses to  
10 continue to pay for the hot/cold units.

11 10) I have compiled the following numbers which represent the final amount of  
12 restitution owed to the Victim and constitute an actual loss within the meaning of Penal Code  
13 §1202.4:

- 14 a. The Loss Amount Owed by Defendants: \$ 17,498  
15 b. The Interest Owing: \$ 10 %  
16 c. Attorney's Fees: \$ \_\_\_\_\_  
17 d. Any Other Expenses: \$ \_\_\_\_\_  
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19 11) Therefore, the total and final amount of restitution requested by Victim, in this  
20 case is \$ 17,498 plus 10 % interest .

21 \*\*12) The Victim is not claiming any restitution in this case, and hereby certifies that all  
22 restitution has been fully satisfied, and is providing the Court with the following information:

- 23 (a) The total amount of Loss prior to the Settlement Agreement was: \$ 17,498  
24 (b) The total amount of hot/cold unit bills/liens dismissed or withdrawn by the defendant:  
25 (not available)  
26 (c) A copy of the Settlement Agreement with the Defendants regarding restitution.  
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1 \*\* A settlement agreement was signed on 3-3-15 but, no restitution payment has been received  
2 by Fireman's Fund. In February, 2015 counsel for Aspen et al telephoned me in order to initiate  
3 a settlement agreement which was signed in March, 2015. Based on comments by Aspen's  
4 counsel, it was my understanding that the restitution check would be issued shortly after the  
5 signing of the agreement (i.e. Aspen wanted to reimburse Fireman's Fund so that Fireman's  
6 Fund could inform the Orange County District Attorney's Office that Aspen has made Fireman's  
7 Fund whole) . Counsel asked for the name of the person and address where the check should be  
8 mailed. It was my understanding there were no additional hurdles to receiving the settlement  
9 check. I found out in April from the Orange County District Attorney's Office that the court has  
10 control of the funds and no payments would be issued (released) for a significant time period.  
11 Fireman's Fund signed the settlement agreement and did not include a request for interest  
12 because of our belief there was a value in bringing this matter to conclusion earlier than later. At  
13 this time, I request Aspen et al reimburse Fireman's Fund the agreed restitution amount and any  
14 applicable interest.

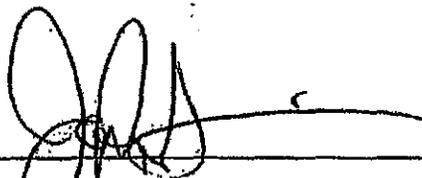
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17 I hereby declare under PENALTY OF PERJURY under the laws of the State of  
18 California that the foregoing is true and correct.

19 Executed this 29 day of APRIL, 2015, at  
20 VACAVILLE, California.

21 By:

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\_\_\_\_\_  
(Signature)  
JOHN "JOHN" AUVINEN  
SIV SPECIALIST  
\_\_\_\_\_  
(Print Name & Title)

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State of California  
County of Solano

On April 29, 2015 before me, N. Dang, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature please see below (Seal)

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Solano I am  
On 4/29/15 before me, N. Dang Notary Public,  
personally appeared Jana Auzmen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Handwritten Signature]

