

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

JOSEPH F. LAHATTE, III, et. al.	*	CIVIL ACTION NO. 18-2919
	*	
VERSUS	*	DISTRICT JUDGE NANNETTE
	*	JOLIVETTE BROWN
	*	
CLAIMS CONSULTING AND	*	
CONTRACTING, L.L.C., et. al.	*	MAG JUDGE: JOSEPH C. WILKSON,
	*	JR.
* * * * *	*	

**PLAINTIFFS, JOSEPH F. LAHATTE, III AND
LAHATTE LAW FIRM, L.L.C.’S, RICO CASE STATEMENT**

NOW INTO COURT, through undersigned counsel, comes plaintiffs, who in compliance with the standing order of the United States District Court for the Eastern District of Louisiana pertaining to all claims involving Racketeer Influenced And Corrupt Organizations, (hereinafter referred to as “RICO”), codified in 18 U.S.C. SECTIONS 1961-1968 from the *en banc* meeting of this Court on June 3, 1987, submits the instant RICO CASE STATEMENT, as follows:

1. Whether the alleged unlawful conduct is in violation of 18 U.S.C. Sections 1962(a), (b), (c), and/or (d). If you allege violations of more than one Section 1962 subsection, treat each as a separate RICO claim.

(a) 18 USC 1962(a)

Defendant, Nader Anthony Odeh (hereinafter “Odeh”), and his company, Claims Consulting and Contracting, L.L.C. (hereinafter “CCC”), are together part of an enterprise with conspirators involving several people which has spanned several years and continuing into the future which, through later knowledge obtained by petitioners, conducts many parts of its business in violation of the RICO statutes, as well as its employees, independent contractors, and participants described *infra* in this statement. Odeh is a Florida resident and a Florida Public Insurance Adjuster with a Louisiana Non-Resident public adjusting license and an appraiser with

license number 444173 with a Florida address.¹ CCC is a business in which Odeh conducts his transactions both in Louisiana, Florida, and across state lines in sending communications to insurance companies who are all foreign in nature to Louisiana with exception of a few insurers whom are actually domiciled in Louisiana and/or Florida. The nature of the enterprise, the predicate acts, victims, and otherwise are further elucidated in this statement. It is highly important to note that the actual instances of the predicate acts, actions immediately thereafter, methods, and victims in this complaint are the ones known currently to petitioner. There are multiple other law firms which have attempted to work with Nader Anthony Odeh as well in which similar conduct was witnessed, and thereafter Nader Anthony Odeh was terminated from involvement in those particular cases by each law firm. Petitioner further answers inquiry number one as follows:

1) Count I – Insurance Wire/Mail Fraud/Theft/Robbery Across State Lines – Supported with Existing Lawsuit filed by Victims, William Goff and Teena Goff.

- (a) Defendants, Odeh and CCC, which constitutes the enterprise, were hired by William Goff and Teena Goff to assist them in their home fire insurance claim. During the claim, Odeh contacted the Goffs via telephone across state lines and advised them that he had taken items “of value” from the property “to ensure they were not stolen,” and explained he would put those items into storage. Odeh stated that these items were “nice” and worth a lot of money. Odeh further stated that this was an indication that this insurance claim was substantial, and he could generate a great deal of money for their claim.
- (b) Odeh did not state exactly what he took from the home and Odeh would not return phone calls or actually answer the Goffs’ question as to what was

¹ The licensure information referenced here is publicly available and will be produced pursuant to Plaintiffs’ obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

removed from the home. Once the Goffs returned to the property they noticed a significant number of tools missing from the property, and assumed they were stolen, as locks had been cut down and their fence boards had been ripped down and were missing. Then, Odeh instructed the Goffs he would help them with this separate “theft claim” with their insurance company, and that it would be done after the actual fire property insurance claim had settled. Odeh particularly told the Goffs that this separate claim should be done after all other claims were done to maximize their insurance recovery.

- (c) Odeh then failed to later pursue the theft claim for the Goffs, and never returned the numerous items once the Goffs discovered it was actually Odeh who had taken their property. Then, Odeh manufactured a story stating that he could not return the items because someone stole the items from him. The Goffs then terminated Odeh, retained legal counsel, and filed a theft claim with their insurance carrier. The insurance carrier then conducted an examination of the Goffs in which it became abundantly clear that the theft claim items were those stolen by Odeh and utilized by Odeh in a different capacity by submitting them into different insurance claims or utilizing them at different job sites. This is a pattern with the enterprise based on the multiple victims and their situations explained herein.

2) Count II – Insurance Wire/Mail Fraud/Robbery/Negligent Homicide Across State Lines – Dorothy Payne and Excell Payne.

- a) Defendants, Odeh and CCC, were retained by an elderly woman, Dorothy Payne, as well as her ill husband Excell Payne. Odeh and CCC were hired to assist them with their fire insurance claim located at 2004 Bon Crest Avenue,

Baton Rouge, Louisiana 70807. Defendants, Odeh and CCC, who are also licensed contractors with the Louisiana Board of General Contractors, were retained not just in a public adjusting and appraiser capacity, but also retained to repair the fire damaged home after the loss event.²

- b) Defendants, Odeh and CCC, as well as employees of the enterprise controlled this insurance claim from start to finish, including the repair of the home. Odeh and CCC took almost all the insurance money and thereafter failed to complete repairs of the home. Odeh failed to install a thermostat inside of the home during the winter months of 2016, left for Michigan, which led a series of events which resulted in Dorothy Payne's sick husband contracting pneumonia and later dying in the hospital. Defendants, Odeh and CCC, also removed items off of the property of Dorothy Payne, submitted them into her insurance claim, and thereafter utilized these items on a different construction job in the local area and billed for new items in that new construction job. Odeh also removed security bars from a different home down the street from Dorothy Payne and put them on her house.

3) Count III – Wire Fraud/Mail Fraud - Nora Rollins – flood insurance claim.

Odeh and CCC submitted a fraudulent inventory list containing pictures of un-damaged items after a flood event. Nora Rollins then received less insurance recovery when the list was questioned and then took inflated earnings. The enterprise would not turn over the submitted

² This further racketeering conduct premised on another fraudulent component of the operation is discussed at length, *infra*, and involves the enterprise systematically utilizing multiple insurance and contractor licenses to commit wire and mail fraud, and then utilizing the power of a contractor privilege/lien to commit extortion in forcing the payment of un-earned money from scared customers, and to also utilize the privilege/lien as a scare tactic against attorneys involved in the respective insurance claim.

pictures to the customer, Nora Rollins, when Nora Rollins questioned the submitted list and pictures. Further, the enterprise, again, like in other examples stated in this RICO Statement, took exorbitant amounts of money for contractor type work and failed to finish the flooring in the home and refused to provide information to the retained attorney of Nora Rollins.

4) Count IV – Extortion As Defined Under 18 USCA 1961 to petitioner LaHatte Law Firm, L.L.C. and Joseph F LaHatte III across state lines.

On numerous occasions, Odeh and CCC, have committed extortion to try and force petitioners to either perform a certain activity or to unlawfully pay the enterprise money. This conduct involves a pattern in which Odeh and CCC would be involved as an expert in a legal file of LLF and would try and control the legal elements in the file and attempt to control the actual settlement. Since Odeh and CCC could not control petitioners, Odeh and CCC extorted petitioners by threatening to tell his clients that he was a bad lawyer and to have petitioners' clients file complaints with the Louisiana Office of Disciplinary Board (which Odeh would author) unless petitioners would essentially take orders from Odeh and CCC. This attempted extortion occurred, numerous times, as detailed herein, as Odeh and his employees/independent contractors worked in conjunction prior to the acts, planned them, and then committed the threats to extort petitioners. These threats and extortionist threats have now continued for over two (2) years and just occurred, again, within the last year, on March 28, 2018. This explained activity which was perpetual in nature by the defendants led to petitioners terminating Odeh and CCC from any and all involvement in all files of LLF. These specific instances are listed below, as follows:

Predicate act of sending text messages and emails to petitioner, Joseph F. LaHatte, III across state lines, with an attempt of extortion to control a Louisiana licensed attorney, and then following through with the threats detailed above, in stating the following:

While petitioner was settling a case with client named Corry Spann, Odeh texted the following on May 6, 2016 to petitioner's client, Mr. Spann: "I don't think Joey did a good job .. I would talk to another attorney about possible malpractice.. I would file a bar complaint also" The enterprise, along with employees of the enterprise, stated to petitioner they would "come after" petitioner because petitioner decided to settle the case with the client of petitioner's firm without involving the enterprise.³

While petitioner was in the process of litigating and potentially settling a case with client, Odeh called this client and attempted to stop any settlement and committed a further criminal act in violation of Louisiana law in offering legal advice to this client, by stating: "Mr. LaHatte malpracticed your case" and "Mr. LaHatte takes too many vacations", and "Anthony [Odeh] said you had a lot of cases you had screwed up ... he [Odeh] said my case isn't the only one you f*cked up, he [Odeh] says you f*cked up thirty other cases ... Anthony [Odeh] said you are one of those lawyers that goes to work Monday through Thursday from 10:00a.m. to 2:00p.m. and wants to party."⁴ Odeh and the enterprise later attempted to convince the client to file a malpractice lawsuit against petitioner but was unsuccessful. The malpractice threat was not based on any actual malpractice, but, rather on the systematic actions of the enterprise in trying to extort petitioners and control a Louisiana licensed attorney and punish petitioner for not taking orders of Odeh and the enterprise, all the while the enterprise attempted to perform the unauthorized practice of law.

While petitioner was sitting down with a current client, alongside another licensed attorney, Galen Hair, Odeh came into the room and stated: "... you need to fire this guy [LaHatte] and hire

³ The evidence documenting this conduct will be produced pursuant to Plaintiffs' obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

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this guy, [Hair].” This act was done due to Odeh’s extortion since he was continuously attempting to control Petitioner and try and run his legal practice while not being a licensed attorney.⁵ Odeh told Joseph LaHatte, III prior to this meeting that if petitioner did not demand an appraisal and perform other actions [which were not correct to do at the time], he (Odeh) would tell then client to terminate petitioner and try and convince him to file a bar complaint with the Louisiana Office of Disciplinary Board, and that he, (Odeh), would help him write it, or write it himself and sign the client’s name (Odeh said this, again, in a fit of anger because he was trying to extort LaHatte while calling him from his residence in Florida prior to the meeting with the client). Then, Odeh followed through on the predicate act in which his employee, Jessica Campos, was helping Odeh to extort and terminate petitioner from that legal file.

a) Extortion – Physical and Financial Harm Threatened, and Then Carried Out By Odeh and his enterprise, CCC.

While petitioner was attending the Tulane v. Georgia Tech football game on September 12, 2015 in Atlanta, Georgia, defendant, Odeh and CCC, while attempting to control LaHatte through continued illegal extortion activities, contacted the wife of petitioner, Joseph LaHatte, III and told her that Joseph LaHatte, III was not doing as he was told and that Joseph LaHatte, III was going to immediately start listening to everything he [Odeh] wanted, and pay him additional money, or he [Odeh] was going to try and destroy petitioner’s legal practice and thereby, force the entire LaHatte family out on the street. Petitioner’s wife suffered a sudden panic attack, as Odeh’s demeanor conveyed to her in an unannounced fashion in verbal threats caused her mental anguish. Thereafter, Odeh sent Joseph LaHatte, III’s phone endless threats, via text message, and then bible verses, with immediate threats that he [LaHatte] would be harmed if he did not leave the football game and fly home to work on insurance files in which Odeh was the expert. Odeh performed the

⁵ Witness Galen Hair, Esq. will testify to this issue at the RICO trial in this matter.

predicate act of threatening the family of petitioner to force more work and more money paid to him.

Petitioner had an immediate apprehension that Odeh was going to harm his family, and harm his legal practice (which he has since done and has continued to do as recently as March 28, 2018 further described *infra*). This is a racketeering activity as defined under 18 U.S.C.A. 1961 with definition including “extortion;”

- b) Evidence of Extortion and Illegal Offering Legal Advice To Clients Of Petitioner in criminal violation of Louisiana Revised Statute 37:213, and Florida Statute 454.23, and also further evidence of Odeh through CCC carrying out the predicate acts of extortion in which Odeh threatened the harm and closing of petitioner’s legal practice by advising clients of petitioner to terminate petitioner, file a Louisiana Bar Complaint, and then convincing clients to file legal malpractice claims against petitioner.**

Most recently, Odeh and CCC, carried out his initial threat to advise clients of petitioner to terminate Joseph F. LaHatte, III and that malpractice was committed. On February 22, 2018, Odeh, while in Florida sent a text message to a current client of petitioner, Ladon Kelly, advising her of the following: “I tried to warn you bad things would come if direction of things didn’t change” and “I’m positive malpractice took place” and “an attorney is supposed to make decisions on what’s best for his client, I don’t believe that’s his mindset”.⁶ Upon information and belief (this is being stated because the contents of the referenced document are subject to a review by an expert in the field of handwriting and typing), in December of 2017, Odeh and the enterprise recently fully authored a legal Louisiana bar complaint for a former client of petitioner, potentially presented it to the prior client for a signature, and then submitted it to the Louisiana Office of Disciplinary Board alleging fee disputes against LaHatte. Once the client was contacted by

⁶ The evidence documenting this conduct will be produced pursuant to Plaintiffs’ obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

petitioner to verify that she actually submitted the complaint, she was unaware of some of the components of the actual bar complaint, sounded confused and hung-up, and later had her current attorney, Jessica Mullaly, *Esq.*, sign a document stating the following: “*Current counsel Jessica Mullaly also agrees that any and all separate communications sent by Nader Anthony Odeh in his alleged legal representation of client was not a legal representation of the Mullaly Law Firm and/or her current clients, and that no dispute for any fees or costs currently exists.*”⁷ This is direct evidence of continued extortion in that the enterprise is still attempting to force payment from petitioner and following through on its efforts to harm petitioner’s legal practice which was voiced several years ago by the enterprise threatening and committing extortion by authoring bar complaints against the extorted lawyer.

c) Evidence of Odeh and CCC following through with these threats of extortion which is racketeering as defined in 18 USCA 1961.

Recently, it has become known that Odeh and CCC began operating with different attorneys since LaHatte terminated all relationships with Odeh and CCC. Once that occurred, former clients of LaHatte, Christopher Butler and Melanie Butler, terminated petitioner and then filed a Petition for Legal Malpractice on March 29, 2018 with the 24th JDC in Gretna, Louisiana against petitioner. It will be proven that both Odeh and CCC contacted Christopher Butler and Melanie Butler and caused them to terminate petitioner and file the petition for legal malpractice **while their underlying property casualty claim was still pending.**⁸ Odeh and CCC are utilizing current and former clients of LaHatte to carry out his initial threats of extortion. Jeremiah Johns,

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Esq., was retained by Christopher Butler and Melanie Butler to represent them in their property casualty claim *and* is representing the Butlers in their malpractice claim against LaHatte, concurrently filed during the pendency of the Butlers' casualty loss claim, against LaHatte. Jeremiah Johns, Esq. is (1) representing many clients who have retained Odeh and CCC as an "expert," is (2) also was, until recently, sharing office space with Odeh and CCC at 4405 Zenith Street, Metairie, Louisiana 70001, was (3) defending this claim, (4) was recently retained by another of LaHatte's clients (presumably for Odeh to author/file another bar complaint and/or malpractice complaint against LaHatte), and (5) is representing Odeh and CCC in small claims court in Jefferson Parish in numerous lawsuits against LaHatte for expert fees which Odeh and CCC have already been paid.

(b) 18 USC 1962(b)

Odeh is the sole owner and member of CCC, a Louisiana limited liability company. This company conducts some legitimate business, but, based on later knowledge obtained by petitioners which resulted in petitioners terminating Odeh and CCC from any and all involvement with their clients, also plans predicate acts of racketeering for certain files and individuals described herein and operates throughout interstate commerce through the actions of Odeh to defraud insurance companies, defraud actual people in the course of insurance claims, commit extortion on a regular basis against customers and in particular, defraud attorneys which will not listen and take orders from the enterprise, and engage in systematic mail and wire fraud.⁹

⁹ It is highly important to note that petitioners handled several files with Odeh and CCC in which legitimate business was conducted until the pattern of racketeering activity was noticed, and petitioners thereafter terminated their relationship with Odeh and CCC.

(c) 18 USC 1962 (c)

Odeh is the sole owner and member of CCC, a Louisiana limited liability company. This company operates throughout interstate commerce through the actions of Odeh to defraud insurance companies and defraud actual people and attorneys in the course of insurance claims. CCC also has three employees and/or independent contractors which participate in the racketeering activity.

(d) 18 USC 1962 (d)

Odeh and his team of employees and various independent contractors have all conspired to violate 18 USC 1962 (a), (b), and (c).

2. List each defendant and state the alleged misconduct and basis of liability of each defendant.

a) **Nader Anthony Odeh (hereinafter referred to as “Odeh”)** – an individual domiciled in the State of Florida, with another residence located in the State of Louisiana. Nader Anthony Odeh is the sole member, officer, and registered agent of co-defendant, Claims Consulting Contracting, L.L.C.

b) **Claims Consulting and Contracting, L.L.C. (hereinafter referred to as “CCC”)** – registered Limited Liability Company with the Louisiana Secretary of State with charter number 36384453K.

3. List the alleged wrongdoers, other than the defendants listed above, and state the alleged misconduct of each wrongdoer.

a) Jessica Muhs Campos – ten – eleven-year employee/contractor of Odeh and CCC who has knowingly participated in this scheme. Campos has sent numerous correspondences for Odeh and CCC across state lines to multiple insurance companies, and to petitioners, and signs Odeh’s name to documents. Campos has also authored the signature of Odeh on documents in furtherance of all predicate acts;

- b) Diego Camp - Louisiana appraiser who obtained his appraisal license, so the enterprise could commit wire fraud and mail fraud by falsely identifying Diego Camp as an appraiser in an insurance claim, to then allow Nader Anthony Odeh to act by proxy and be the actual appraiser – this practice is prohibited by Louisiana Law, and is an act of mail fraud and wire fraud.

4. List the alleged victims and state how each victim allegedly was injured.

This has all been answered in Section 1 with lengthy explanation and evidence (which petitioners currently possess prior to discovery) to support each victim injury and explain how it occurred. Petitioner has been harmed numerous times, with multiple examples of actual clients of petitioner being harmed, as well as others not affiliated to petitioner being harmed by the Enterprise.

5. Describe in detail the pattern of racketeering activity or collection of an unlawful debt alleged for each RICO claim. A description of the pattern of racketeering activity shall include the following information.

(a) List the alleged predicate acts and the specific statutes allegedly violated.

Predicate Acts:

- 1) Planning to maximize profits on certain insurance claims by submitting fraudulent, fake, or inflated price lists or utilizing fraudulent pictures of alleged damaged items – several examples discussed *infra* in Section 1;
- 2) Planning to subvert numerous Louisiana and Florida Insurance laws by committing wire and mail fraud in naming a different member of the enterprise as the “appraiser,” in which then Nader Anthony Odeh would simply act by proxy and sign the name of the participants or control their answers while speaking on the phone through interstate communications transmitted to insurance carriers. By law,

Nader Anthony Odeh could not be the named appraiser on certain insurance claims, but subverted that law continuously, and will do so in the future;

- 3) Planning to control attorneys which are hired by homeowners by continuously attempting to extort the attorney and/or the family of the attorney by threatening to and then carrying out threats to give legal advice to clients of the attorney to try and induce them to file bar complaints and/or legal malpractice lawsuits – numerous examples are listed in this statement. All members of the enterprise are in concert with this scheme;
- 4) Planning on being retained by a customer to inspect and/or perform construction work in a home, and then stealing items in the home, creating a false/fraudulent “theft insurance claim” for those items, and then utilizing the actual stolen items for the enterprise’s own benefit by keeping the stolen items, or using the stolen items on a different project;
- 5) In reference to number four (4) above, if the stolen item is utilized on a second construction site, the enterprise would plan and carry out the plan of billing the second construction site owner for a new item while knowingly using the old item from the first construction site, so simultaneously contractor fraud would be planned and committed to coincide with insurance wire and mail fraud;
- 6) By Odeh filing illegal liens, when he had no lien rights under the Louisiana Private Works Act, on the homes of customers to force un-earned money or extort the homeowners for money. The entire enterprise participates in this scheme which has been done for several years – an actual lien is attached with this filing, as well as the conspirator, Nader Anthony Odeh making threats in correspondence to file

other liens which indicates a predicate, pattern, and then the performing of that activity to extort money for the enterprise. One lien was filed on June 22, 2017 at 10:39 a.m. and was prepared by enterprise conspirator, Jessica Campos. In addition, on August 9, 2017 at 10:31 p.m., Nader Anthony Odeh indicated his past and continued pattern of filing illegal liens to force unearned money by stating: “*I am currently holding all action including filing a lien on the property in efforts to settle all debts on this matter for 10 days*”¹⁰ Importantly, the enterprise had never performed actual construction related work on this referenced property, meaning that this lien was fully illegal under La. R.S. 9:4808.

(b) Provide the dates of the predicate acts, the participants in the predicate acts and a description of the facts surrounding each predicate act:

- 1) William and Tena Goff – discussed *infra*, August 14, 2016;
- 2) Nora Rollins – November of 2016, discussed *infra*;
- 3) Dorothy Payne and Excell Payne– December of 2016, with death of Pastor Excell Payne on April 15, 2017;
- 4) Illegal and unauthorized practice of law, offering legal advice to customers without the involvement of a licensed attorney to escape well-established laws against adjusters in the State of Louisiana offering legal advice. This involves the writing of letters by the Enterprise for the customer to sign and send interstate to their insurance carriers, which discuss legal issues. Nader Anthony Odeh is the participant and is assisted by Jessica Campos. This has occurred continuously throughout the formation of the enterprise;

¹⁰ The evidence documenting this conduct will be produced pursuant to Plaintiffs’ obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

- 5) Predicate Acts of Extortion to Petitioner: Numerous occasions, commencing on September 12, 2015 while petitioner was in Atlanta, Georgia at the Tulane v. Georgia Tech football game at approximately 3p.m., and regularly committing thereafter almost every month as described *supra and infra*;
 - 6) Predicate Acts of Wire Fraud/Mail Fraud To operate insurance claims by proxy – plans to make Diego Camp and Jessica Campos named Louisiana Appraisers which occurred in January of 2016, the plans were then carried out with the Louisiana Department of Insurance naming Diego Camp and Jessica Campos as named appraisers in the summer of 2016;
 - 7) Predicate Act – threatening liens to extort customers and their attorneys – commenced with the issuance of Contractor License No: 881276 by the Louisiana State Licensing Board for Contractors on December 15, 2011 – liens have been filed on homes against petitioner client, Mary Williams, a threatened lien against petitioner client commercial building, owned by Laura Fagot, and against Dorothy Payne’s home, and attached correspondence from conspirator Nader Anthony Odeh indicates his continued pattern in filing these illegal privileges/liens to extort people and law firms into paying him, despite him not having any lien rights under the Louisiana Private Works Act.
- (c) If the RICO claim is based upon the predicate offenses of wire fraud, mail fraud, fraud in the sale of securities, or fraud in connection with a case under U.S.C. Title II, the "circumstances constituting fraud or mistake shall be stated with particularity," Fed. R. Civ. P. 9(b). Identify the time, place and contents of the alleged misrepresentation or omissions, and the identity of persons to whom and by whom the alleged misrepresentations or omissions were made.**

This is discussed in detail in Section I and throughout this memorandum.

(d) Describe whether the alleged predicate acts relate to the enterprise as part of a common plan. If so, describe in detail.

Yes, this is described in Section 5, with examples of such predicate acts in section 1 and throughout this memorandum.

6. Describe in detail the alleged enterprise for each RICO claim. A description of the enterprise shall include the following information.

(a) State the names of the individuals, partnerships, corporations, associations or other entities allegedly constituting the enterprise:

Nader Anthony Odeh, Claims Consulting and Contracting, L.L.C., Jessica Muhs Campos, Diego Camp.

(b) Describe the structure, purpose, roles, function and course of conduct of the enterprise:

The enterprise is identified as a legal “disaster recovery company” that assists homeowners after insurance loss events like fires, hurricanes, storm damages, floods, and otherwise. However, the methods by which the enterprise fraudulently bills its customers, including attorneys representing their clients, which are also customers of the enterprise, disregards multiple insurance laws by engaging in wire fraud and mail fraud, and its method of collection is a continued pattern of racketeering activity which has spanned over several years and is continuing. The predicate activities including Nader Anthony Odeh, and his team, of identifying themselves in numerous different capacities to help their customers across state lines. The individuals participate in the scheme by identifying themselves as contractors, appraisers, and public adjusters simultaneously which are all subject to different licensure requirements under Louisiana and Florida laws with a concerted effort to commit mail fraud and wire fraud, by systematically breaking the respective state laws which only allow the appraiser or adjuster to wear “one-hat” for a customer, not both.

Once the customer is retained or if a law firm represents one of the enterprise's customers in the action, the enterprise excessively bills the customer and law firm and extorts both the customer and law firm for excessive amounts of money by the following: 1) Described *supra* in section 1 – violence, extortion, and robbery; (2) using non-existent lien rights via threat of lien filings on someone's home absent a ransom payment, which scares the customer into paying the enterprise (this occurs without the enterprise ever having performed contracting on the home); (3) while being retained also as a contractor, if the enterprise engages in construction work on the respective property, the enterprise steals items from the property for conversion and/or use on other properties, and then submits those stolen items as a "theft claim" in the current insurance claim.¹¹

Further, the simultaneous identification of the enterprise as also an appraiser and public adjuster violates La. R.S. 22:1706 in that the enterprise cannot be both a public adjuster and appraiser in the same matter pursuant to Louisiana law, but identifies itself in multiple areas on each claim. Further, the licensure of the enterprise employees Jessica Campos and Diego Camp as "appraisers" and identifying them as the "appraiser" in a respective insurance file via mail fraud/wire fraud is nothing more than a continued effort by the enterprise of avoiding the application of La. R.S. 22:1706. Nader Anthony Odeh uses Jessica Campos and Diego Camp as proxies to conduct the actual appraisal as defined in the statute across state lines. Jessica Campos has no training, whatsoever, in the field of construction, insurance, or estimating. Moreover, Diego Camp was identified as the named appraiser in a client of petitioner's claim. However, it later

¹¹ Several actual examples of the theft/robbery pattern, which have been listed *supra* in this statement in Section 1, with specific names, activities, and statements explaining how this pattern is continuing and will proceed into the future. Homeowners' Insurance policies provide coverage for theft of items from a home. This enterprise has at least on two specific occasions mentioned in this statement, has removed items from a home, converted them for their own use, and thereafter submitted that claim in an interstate fashion to a foreign insurance company as a new "theft claim."

became known that Diego Camp had left the State of Louisiana and Nader Anthony Odeh was posing as Diego Camp in all mailed correspondence via mail and/or wire fraud.

Louisiana Law - Standards of conduct of public adjuster, LA R.S. 22:1706

C. A public adjuster shall not permit an unlicensed employee or representative of the public adjuster to conduct business for which a license is required under this Part.

(10) A public adjuster shall not act as an appraiser or umpire pursuant to the appraisal provisions of R.S. 22:1311 or any similar provision of a policy of insurance if that public adjuster is adjusting or has adjusted all or any part of the claim, or both, or property subject to that appraisal provision.

E. A public adjuster shall not acquire any interest in salvage of property subject to the contract with the insured.

The above statutes regulate Louisiana public adjusters. However, the enterprise identifies itself simultaneously as a “contractor” and “appraiser” so it can obviate the above laws continuously. Whenever it violates one revised statute governing one licensure, the enterprise claims, for example, that it was not acting as an adjuster, but was acting as an appraiser, so its conduct was legal. However, in many instances, this is patently false and easily discoverable, as the claims the enterprise attempts to do this in **never even went to appraisal.**

The above are examples of Louisiana law that the enterprise regularly circumvents by engaging in systematic mail and wire fraud in falsely identifying themselves in different insurance related capacities, which tricks the cross-country insurance companies into believing the enterprise is dealing with a certain named “appraiser”, when in-actuality the person they are dealing with is enterprise participant Nader Anthony Odeh by proxy. This completely alters the entire insurance claim handling by the insurance carrier, affects the claim, and harms the insurance carrier and the customer since it inflates the pricing, in which the enterprise then takes.

(c) State whether any defendants are employees, officers or directors of the alleged enterprise:

Nader Anthony Odeh is the main participant and directs the entire enterprise, including controlling employee/independent contractor, Jessica Campos, employee/independent contractor Diego Camp. Through petitioner's repeated attempts to work with Odeh prior to terminating him from all involvement in their law firm, it is now well known that Mr. Odeh will only conduct his scheme with attorneys who essentially take orders from Mr. Odeh and take part in his scheme. This is one of the main reasons why petitioner and petitioner's law firm could not continue to work in any capacity with Nader Anthony Odeh and why, upon information and belief, that any attorney currently working with Mr. Odeh is part of the entire scheme. The above-named individuals are the currently known employees/contractors working in the enterprise and conspiracy, however, discovery may yield additional members including representatives working in Nader Anthony Odeh's Jensen Beach home in South Florida, or other areas of Texas.

(d) State whether any defendants are associated with the alleged enterprise, and if so, how:

Yes, as detailed herein, Nader Anthony Odeh is the owner/ agent/representative of Claims Consulting & Contracting, L.L.C.

(e) State whether you allege that the defendants are individuals or entities separate from the alleged enterprise, or that the defendants are the enterprise itself, or members of the enterprise:

The defendants are members of the enterprise, but the defendants also conduct legitimate work as well in being proper insurance loss adjusters and appraisers, but the majority of the work is related to the enterprise.

(f) If you allege any defendants to be the enterprise itself, or members of the enterprise, explain whether such defendants are perpetrators, passive instruments, or victims of the alleged racketeering activity:

The defendants are members of the enterprise itself.

(g) State whether you allege and describe in detail how the pattern of racketeering activity and the enterprise are separate or have merged into one entity.

The enterprise involves Nader Anthony Odeh in his personal capacity, the entity Claims Consulting and Contracting, L.L.C., and his/its agents, employees, and independent contractors.

7. Describe the alleged relationship between the activities of the enterprise and the pattern of racketeering activity. Discuss how the racketeering activity differs from the usual and daily activities of the enterprise, if at all.

The enterprise operates under a legal limited liability company with a presumed legal purpose in assisting homeowners and business owners with property/damage insurance claims. The business advertises to assist people whom have experienced losses like fires, hurricanes, floods, sewerage backups, and theft. The businesses clients are hiring the enterprise to assist with claims made with/against their respective first party insurance companies. The enterprise does perform some legitimate work, but many of its components together form a common racketeering enterprise based on predicate acts of planning these acts, and then working them daily as explained below.

A) Illegal Licensure Usage By The Participants Allows Extortion And Theft:

Nader Anthony Odeh – Mr. Odeh has three (3) types of Louisiana and Florida Insurance/Contractor Licensures which Odeh and the enterprise utilize in combination of each other to subvert numerous laws and to extort homeowners and attorneys into paying the enterprise money. Mr. Odeh has the following legal licensures, and the manner in which he utilizes the licensures to force non-earned payment from people is robbery and extortion as defined in 18 USC section 1961(1).

Licensures Of Certain Participants And Explanation Of The Inner-Workings Of The Licenses And Registrations Which Are Being Utilized To Subvert Insurance Law, And Commit Extortion And Theft

<p align="center">Nader Anthony Odeh</p> <p>Public Adjuster – Louisiana License – 444173</p> <p>Appraiser – Louisiana License - 444173</p> <p>Contractor: Qualifying Party, Residential Building Contractor – Louisiana License - 881276</p>	<p align="center">Diego Camp</p> <p>Appraiser – Louisiana Licensed Appraiser through the Louisiana Department of Insurance.</p>
<p align="center">Jessica Campos</p> <p>Appraiser – Louisiana Licensed Appraiser Through the Louisiana Department of Insurance.</p>	

Nader Anthony Odeh, with consent of the conspirators listed above, repeatedly acts as the actual “appraiser” on a claim, although on that same claim, the insurance carrier is often informed via mail or electronic/telephonic communication that Jessica Campos and/or Diego Camp is the appraiser. By doing this, Nader Anthony Odeh operates through proxy to be the appraiser in an insurance claim which subverts numerous insurance laws both in the State of Louisiana and Florida. Once the insurer sends the funds to the insured customer, the other components of the enterprise (filing/threatening liens for forcing payment from the homeowner, fraudulent loss lists, theft of personal property items, or extortion) then commence.

a) Contractor Fraud – Count I – Mary Williams – Client of petitioner.

One part of the racketeering activity involves Odeh and CCC's threat to file a privilege/lien against a home to preserve a right to get paid on a job when neither Odeh nor CCC have any legal right to file such lien under the Louisiana Private Works Act. Pursuant to Louisiana law, contractors, materialmen, subcontractors, and other parties may have lien rights to file privileges/liens, pursuant to the terms and guidelines of the Louisiana Private Works Act, against properties to protect their right to payment for services, labor, and materials provided to a project. However, that right is only for a limited time.¹² That right is only given to contractors, and named parties, which actually touch a job-site or perform work at the home or non-public building. CCC and its participants utilize the power of Nader Anthony Odeh's contractor's license to threaten homeowners with privilege/liens on homes against people for payment of public adjusting, expert, or appraiser fees, when his work in that role enjoys no lien rights under the Louisiana Private Works Act.

For example, it is public record in a client matter involving petitioner that CCC filed a mechanic's lien against a property located at 324 Westwego Avenue Bridge City, Louisiana 70094 on June 22, 2017 in the amount of \$18,000.00 plus interest per annum.¹³ This was done for Mr. Odeh to try and force an excessive and un-earned expert/adjusting payment from petitioner's elderly client, Mary Williams, after a trial in Gretna, Louisiana. Included herein is the referenced privilege/lien which was not filed to preserve any contractor privilege, it was filed to force

¹² See La. R.S. 9:4822: "A general contractor to whom a privilege is granted by R.S. 9:4801 of this Part, and whose privilege has been preserved in the manner provided by R.S. 9:4811, shall file a statement of his privilege within sixty days after the filing of the notice of termination or substantial completion of the work"

¹³ The evidence documenting this conduct will be produced pursuant to Plaintiffs' obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

petitioner and client, Mary Williams, to pay an extortion of \$18,000.00 to Nader Odeh for alleged expert work in a file when he enjoys no lien rights in that capacity under Louisiana law.

RECORDING REQUESTED BY:
Nader Anthony Odeh

WHEN RECORDED MAIL TO:
Nader Anthony Odeh
4405 Zenith Street
Metairie LA 70006

06/22/2017 10:39:09 AM JEFF PAR 5264413 hrb \$45.00
11724158 MORTGAGE BOOK 4734 PAGE 809

MECHANIC'S LIEN

The undersigned, Claimant, Nader Anthony Odeh, of 4405 Zenith Street, Metairie LA 70006, claims a Mechanic's Lien upon the following described real property located in the City of ~~East Baton Rouge, Parish of East Baton Rouge~~, State of Louisiana:

324 Westwego Ave, Bridgecity LA 70094 more legally described as

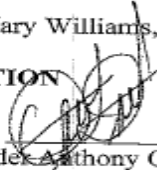
The sum of \$18,000.00 together with interest accruing at the legal rate per annum is due to the Claimant. Claimant has deducted all just credits and deposits for labor, services, equipment and/or materials furnished by Claimant.

Claimant, Nader Anthony Odeh, of 4405 Zenith Street, Metairie, LA 70006 provided the following services: Contracting Services. These services are more fully described in the attached Attachment A.

Claimant furnished the work, equipment and/or materials under a contract executed with Mary Williams, 324 Westwego Ave, Bridgecity LA 70094.

The Owner of the Property described herein is Mary Williams, 324 Westwego Ave, Bridgecity LA 70094.

VERIFICATION

Signed: 
By: Nader Anthony Odeh
Its: Claims Consulting and Contracting LLC

b) Contractor Fraud Count II – Wemore, L.L.C. and Laura Fagot, clients of petitioner.

This is the second occurrence by which the enterprise illegally utilized the power of a privilege/lien in being a licensed contractor to extort an expert payment on a file in which he was simply an expert – not a contractor. At the end of a commercial building lawsuit and trial, Nader Odeh was upset because he was terminated from involvement for attacking an opposing lawyer,

Jay Lonero, during a standard expert deposition of Mr. Odeh. The actual assault was recorded on the court reporter's voice recorder and is being attached with this statement to illustrate the path by which Mr. Odeh was terminated from a file, and then again utilized his contractor power with the Louisiana State Licensing Board for Contractors to illegally threaten to file a lien on the building (in which he had done zero contracting work) to force the client, and petitioner's law firm, to pay him a ransom of \$61,020.00.¹⁴

From: Anthony Odeh
To: [Galen Hair](#); [Laura Fagot](#); [Joey LaHatte](#)
Subject: Re: Wemore
Date: Wednesday, August 9, 2017 10:30:54 PM

It has been delivered to me that a resolve of this case might be a possibility in this matter. I only want what I am owed on this file and for all parties to honor each contract. I am willing to discuss this further, if all parties are willing to give a full disclosure of the claim settlement. As of now my bills for each party are as follows:

Bill to Laura Faggot/ Weemore LLC- \$5,000.00 per our contract

Bill to Joey LaHatte - \$61,020.00 from an hourly rate and \$4,500 for the exhibit (of which has already been paid for by the client) I want to be clear that the billing to Joey LaHatte is not related to Laura Faggot/Weemore LLC, she is not responsible for this portion of the claim.

The billing to Joey is subject to a fee cap and I willing to discuss and be reasonable to all parties. I am currently holding all action including filing a lien on the property in efforts to settle all debts on this matter for 10 days. I believe with a full disclosure of all cost and payments to each party a amicable settlement can be reach. Please let me know if this arrangement is possible.

N. Anthony Odeh

The above statement by Mr. Odeh illustrates the continued pattern of the enterprise, in which it commits extortion to commit theft by threatening homeowners with liens in projects in which they have no legal right under Louisiana law to assert claims/privileges under the Louisiana Private Works Act.¹⁵

¹⁴ The evidence documenting this conduct will be produced pursuant to Plaintiffs' obligation for document production in concert with Federal Rule of Civil Procedure Article 26.

¹⁵ It is highly important to note that the actual client in this circumstance, Laura Fagot of Wemore, L.L.C., was subjected to endless threats by the enterprise and suffered severe mental anguish and emotional distress which was

8. Describe what benefits, if any, the alleged enterprise receives from the alleged pattern of racketeering activity.

Unlawful money and items which belong to others.

9. Describe the effect of the activities of the enterprise on interstate or foreign commerce.

It has had an effect of causing legitimate insurance claims for people affected by fires, floods, tornadoes, and other disasters to be stopped, diminished, or impeded due to the workings of the enterprise. Insurance carriers often immediately will treat claims involving Nader Odeh and CCC as illegitimate because of the enterprises' involvement. Insureds often do not receive adequate compensation from their insurers to rebuild their lives since the enterprise takes the money and/or their belongings, and/or fails to repair homes after a disaster which the homeowner paid them to repair. The scheme is intended to first extort additional funds from the insurance company, and thereafter, the actual insured (the person) receives the money but the enterprise then attempts to take most of the insured's recovery. The enterprise simultaneously takes items from people as well. Thus, there are numerous victims consisting of both large and small insurance companies throughout the country, as well as individual people in the States of Louisiana, Florida, and potentially Texas. Further, as it relates to the operations of licensed attorneys, the enterprise attempts to control by extortion tactics and extort attorneys to perform tasks which harms the legal profession in general. The enterprise also continuously gives illegal legal advice to people without attorneys which causes their insurance claims to close, and thereby, leaving these people without an ability to repair their home or rebuild their lives. This is the unauthorized practice of law.

extremely troublesome. Again, one of the components of the enterprise is for the enterprise to extort the attorney, and then attempt to get the client to fire the law firm or file a bar complaint if the attorney does not cooperate with the enterprise.

10. If the complaint alleges a violation of 18 U.S.C. Section 1962(a), provide the following information:

(a) State who received the income derived from the pattern of racketeering activity or through the collection of an unlawful debt.

The head of the enterprise, Nader Anthony Odeh, and the named business, Claims Consulting and Contracting, L.L.C.

(b) Describe the use or investment of such income.

Enrichment and the purchase of numerous luxury items like boats, cars, and multiple racing luxury motorcycles.

11. If the complaint alleges a violation of 18 U.S.C. Section 1962(b), provide the following information:

(a) Describe in detail the acquisition or maintenance of any interest in or control of the alleged enterprise.

See prior answers.

(b) State whether the same entity is both the liable "person" and the "enterprise" under Section 1962(b).

See prior answers.

12. If the complaint alleges a violation of 18 U.S.C. Section 1962(c), provide the following information:

(a) State who is employed by or associated with the enterprise.

- 1) Nader Anthony Odeh;
- 2) Jessica Muhs Campos;
- 3) Diego Camp.

(b) State whether the same entity is both the liable "person" and the "enterprise" under Section 1962(c).

Yes.

13. If the complaint alleges a violation of 18 U.S.C. Section 1962(d), describe in detail the alleged conspiracy.

Yes, this is an enterprise with multiple participants who conspire to conduct the illegal activities constituting racketeering under 18 USCA 1961 et. al. The principal conspirator is Nader Anthony Odeh who oversees the operation, Odeh performs both legitimate business under his company called Claims Consulting and Contracting, L.L.C. and furthers the separate ongoing conspiracy to commit multiple occurrences of mail fraud, wire fraud, extortion, theft, and forgery. The enterprise operates within the business Claims Consulting Contracting, L.L.C. a/k/a CCC Recovery with a public website presence at <http://www.ccrecovery.com/>. The participants and activities of the conspiracy constituting the enterprise have been discussed herein at length.

14. Describe the alleged injury to business or property.

Petitioners have been **directly injured** by physical harm, emotional distress, intentional infliction of emotional distress, mental anguish, and defamation *per se* from the enterprise – injury to professional reputation and to the community, embarrassment, lost revenue and profits, and a diminished standing in the community. The conduct of the enterprise has caused petitioners claims to last for incessantly longer periods of time due to the conduct/operations of the enterprise, and caused petitioners to make diminished profits in the representation of its clients due to the conduct of the enterprise. Additionally, petitioners have incurred *thousands of dollars* in legal fees and face increased professional liability insurance premiums in defending against fraudulent bar complaints orchestrated by the enterprise, fraudulent and frivolous lawsuits initiated/part of the enterprises' conspiracy to damage/injure the petitioners, and excessive amounts of lost revenue/opportunity costs for the hundreds of hours petitioners have had to devote to dealing with the fraudulent bar complaints, lawsuits, malpractice claims, and defamation of petitioners directly to petitioners clients from the enterprise.

The enterprise's conduct also has affected clients of petitioner, causing these clients/homeowners emotional distress, mental anguish, having their property stolen, and only later to be extorted by threats from the enterprise for additional monies.

Various insurance carriers have been injured as well, in having to spend excessive amounts of time and monies dealing with the activities of the enterprise in its continued fraud and misrepresentations throughout multiple insurance claims across state lines.

15. Describe the relationship between the alleged injury and violation of the RICO statute.

Discussed at length in Sections 1, 3, 4, 5, 6, and 15 above. Petitioners have incurred thousands of dollars in legal fees dealing with fraudulent bar complaints filed/written by the enterprise, thousands of dollars in legal fees defending frivolous lawsuits orchestrated by the enterprise, diminished profits/revenue from the damage to various clients' claims which the enterprise's conduct within the insurance claim diminished its value, lost opportunity revenues/profits for the hundreds of hours petitioners have had to commit to defending frivolous lawsuits and bar complaints orchestrated by the enterprise, diminished standing with petitioners clients and within the legal community resulting the defamatory comments Odeh and its co-conspirators have communicated and published to third parties (petitioners' clients), as well as emotional distress from the extortion and threats which the enterprise has inflicted upon the petitioners and their family members.

16. List the damages sustained by reason of the violation of Section 1962, indicating the amount for which each defendant allegedly is liable.

The quantification of damages is currently unknown since the money transactions are not available to petitioners. In brief, substantial financial injury to petitioner and the law firm in the amount of a half a million dollars in actual and prospective loss related to diminished value of insurance claims due to the illegal conduct of the enterprise, legal costs incurred in defending

fraudulent bar complaints and lawsuits engineered by the enterprise, defamation *per se*, and general damages in the amount of \$250,000.00. If the insurance carrier victims were to interplead in this matter, it would take discovery to determine their potential damages.

17. List all other federal causes of action, if any, and provide the relevant statute numbers.

All other causes of action are state law claims.

18. List all pendant state claims, if any.

Defamation *Per Se*, Intentional Infliction of Emotional Distress, Louisiana Unfair Trade Practices Act, Negligence, and unpaid legal fees under Louisiana open account law.

19. Provide any additional information you feel would be helpful to the Court in processing your RICO claim.

The approximate twenty-nine (29) pages of this RICO statement were given substantial time, research, and consideration. Thus, currently, prior to discovery in this matter, there is no other information outside of the information available to the petitioners. However, attorneys for various insurance carriers have advised petitioners that evidence exists with them that supports these claims, but they were not at liberty to produce documentation at this time without a subpoena. Thus, presuming discovery commences, upon information and belief, another set of data will be produced supporting the RICO claims governed under this order. The information that will be produced, as conveyed to petitioners, illustrates fraudulent loss lists, duplicative loss lists, and otherwise fraudulent/illegal activity of the enterprise.

Respectfully submitted,

/s/ David P. Vicknair
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Kassie Lee Richbourg, #37521
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david@svhclaw.com
richbourg@svhclaw.com
Attorneys for Plaintiffs

Dated: February 22, 2019

CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2019 I have electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send a notice of electronic filing to all counsel of record.

/s/ David Vicknair
David P. Vicknair