

**AFFIDAVIT OF PROBABLE CAUSE  
CASE # 08-2426**

**STATE OF LOUISIANA  
VS.**

**STEVE SLEPCEVIC  
DATE OF BIRTH 12/15/1967  
SOCIAL SECURITY [REDACTED]  
ROLLING HILLS EAST, CALIFORNIA**

**STATE OF LOUISIANA  
ST. TAMMANY PARISH**

**BEFORE ME**, the undersigned Judge, personally came and appeared, S/T Eric Adams, of the Louisiana State Police Insurance Fraud Unit, who after being duly sworn did depose and say that from 2005 through 2006, one Steve Slepcevic, W/M, 12/15/1967, SSN [REDACTED], did willfully, knowingly, and intentionally violate L.R.S. 14:67(26) Criminal Conspiracy to commit Theft by Fraud (\$334,461.41) (4 counts) and L.R.S. 14:230 Money Laundering (4 Counts), within this State and Parish. The Affiant states that the accused committed the above described offenses based on the following information:

In September, 2008, the Louisiana Department of Insurance (DOI) forwarded a case to Louisiana State Police Insurance Fraud / Auto Theft Unit alleging that Michael J. Mekeel, Matthew Todd and Steve Slepcevic of Paramount Disaster Recovery, Inc., committed fraudulent acts when they participated in a scheme that stole insurance proceeds from individuals after a disaster claim.

Paramount's headquarters are located at 27520 Hawthorne Blvd., Suite 178, Palo Verdes, California 90274. Paramount indicated they have a dozen satellite offices around the United States. Two of these offices were located in Louisiana following Hurricane Katrina; One Meadows Boulevard, #141, Slidell, Louisiana 70460 and 2 Canal Street #2, New Orleans Louisiana. This Slidell office was an apartment at Meadowbrook Apartments. The address for the New Orleans office does not exist.

Shortly after Hurricane Katrina, on September 19, 2005, Steve Slepcevic arrived at the Meadowbrook Apartments, Slidell, Louisiana, Parish of St. Tammany, and signed a six month lease agreement for apartment #141. He paid the lease with a check from his company, Paramount Disaster Recovery.

Paramount claims to be in the business of consulting with businesses and consumers which have substantial insurance claims as a result of severe weather and other disasters. Paramount is represented to have insurance claim management teams, engineers, architects and expert construction consultants and a full service construction company.

As part of the "public adjusting" process, Paramount solicits parties who have substantial insurance claims to sign a "Public Adjustment Contract" that represents the suspects as being licensed public adjusters who will prepare a property damage scope and costs of repair report and coordinate inspections with clients' insurance company regarding property damage and cost of repair. Paramount will supervise and evaluate the calculation of a client's losses under provisions of the policy including

without limitation personal property, inventory replacement and content restoration, environmental safety and expenses and/or business interruption in conjunction with Paramount's forensic consultants. The contract states that "client shall pay Paramount 20% of the total amount of the loss settlement negotiated with and agreed to by Client's Insurance Company."

Also as a part of the conducting of affairs of Paramount, the suspects solicit clients to sign a document entitled, "Notice to Carrier" (N.T.C.) which authorizes Paramount to communicate directly with the client/victims insurance carrier. This authorizes Paramount to be included as an additional payee on insurance checks or drafts and directs that the insurance payments be paid to Paramount for disbursement.

In furtherance of the activities of Paramount, the suspects negotiate with insurance companies and eventually cause insurance companies to issue checks to the client / victims which include Paramount as a payee and to cause those checks to be sent by way of the United States Mail to Paramount.

The **3 suspects** in the Paramount Disaster Recovery Scheme are:

- 1) Michael Joseph Mekeel, W/M, Age 38, Los Angeles, California (Paramount employee)
- 2) Steve Slepcevic, W/M, Age 41, Rolling Hills East, California (Paramount CEO/President)
- 3) Matthew Todd, W/M, Age 50, Chatsworth, California (Paramount Vice President / Attorney)

The **4 victims** of the Paramount Disaster Recovery Scheme are:

- 1) Somabhai "Sam" Ratanji, owner of Best Western Inn, Rayne, Louisiana  
3 checks for \$69,262.58, \$2,254.21 & \$41,481.82. Total = \$112,998.61  
Contract for business in **Acadia Parish**.
- 2) Manish Sthanki, owner of Best Western Inn, Westwego, Louisiana  
2 checks for \$185,955.91 & \$15,503.29. Total = \$201,459.20  
Contract for business in **Jefferson Parish**.
- 3) Daniel and Kelly DeNoux, 3519 Nashville St., New Orleans, Louisiana  
1 check; \$10,987.50  
Contract for home in **Jefferson Parish**.
- 4) Jeanne Fos, 617 Colony Place, Metairie, Louisiana  
2 checks; \$6,795.58 & \$3,220.52  
Contract for home in **Jefferson Parish**.

Total money loss is \$335,461.41.

Matthew Todd and Michael Mekeel will face charges in both Acadia and Jefferson Parish. Steve

Slepcevic will only face charges in St. Tammany Parish. Each victim leads to a separate charge of Criminal Conspiracy and Money Laundering for Steve Slepcevic. Each victim's complaint is isolated and explained as follows;

**Somabhai "Sam" Ratanji (GAYATRI, INC.) - Acadian Parish**

Somabhai Ratanji, hereafter noted as Sam, lives at 1422 North Polk St., Rayne, Louisiana 70578. Sam is one of the owners of GAYATRI, Inc. and AMERICAN HOTELIERS, Inc. GAYATRI, Inc. operates a Best Western Hotel in Rayne, Louisiana. AMERICAN HOTELIERS, Inc. operated a Days Inn in Port Allen, Louisiana. Both hotels owned by Sam suffered significant damage in Hurricanes Katrina and Rita. Sam found it necessary to file insurance claims for both hotels.

Sam contacted Paramount Disaster Recovery, Inc. because he heard they helped with insurance claims. Sam dealt with Michael J. Mekeel. Michael Mekeel represented that Paramount employed licensed public adjusters and attorneys in the State of Louisiana and that Paramount could assist in processing claims for both hotels.

Sam signed both contracts (P.A.C. & N.T.C.) with Paramount, Inc. in Rayne, Louisiana, Parish of Acadian for the hotel in Rayne on November 22, 2005. The hotel is located at 1422 N. Polk Street, Rayne, Louisiana, 70578. Michael Mekeel also signed the contract. On December 3, 2005, Sam signed a contract with Paramount, Inc. in Rayne, Louisiana, Parish of Acadian, for the hotel in Port Allen, Louisiana. Michael Mekeel and Steve Slepcevic both signed this contract.

After Sam employed the services of Paramount, Inc., he was contacted by a gentleman named Matthew Todd who represented himself to be an attorney in the State of California employed by Paramount Disaster Recovery, Inc. to assist in the pursuit of his insurance claims.

As a part of the activities of Paramount, Matthew Todd went to the Best Western in Rayne, along with an insurance adjuster from Traveler's Insurance Company, Bob Gobi, and Michael Mekeel for the purpose of inspecting the damage. During the meeting, Matthew Todd represented Sam's company as its attorney in the prosecution of Sam's insurance claim. Sam was impressed with this initial meeting and recommended Paramount to his friend, victim #2 Manish Sthanki.

After months had passed, Sam did not receive the expected payment from his insurance company and subsequently learned that Travelers Indemnity Company had issued two checks made payable to Best Western Rayne Inn and to Paramount Disaster Recovery Inc. at its address in Slidell, Louisiana. One check number 55680903, dated 10/03/2006 in the amount of \$69,262.58 and a second check number 55680894, dated 10/03/2006 in the amount of \$2,254.21 which was also sent to the Paramount Disaster Recovery Inc. office located in Slidell, Louisiana. A third check for \$41,481.82 (Check #112106) was sent by Agency Management Corporation (York Insurance) to American Hotelier, Inc., doing business as The Days Inn in Port Allen on November 29, 2006.

When Sam viewed a microfilm copy of these checks, he soon realized that the endorsement of his

company on the two checks had been forged on each of these checks in order to Paramount Disaster Recovery Inc. All three checks were deposited into the account of Paramount Disaster Recovery, #38621267.

Sam immediately contacted Matthew Todd and Michael Mekeel concerning the handling of the insurance payments to him. Michael Mekeel, by telephone stated to Sam that it was legal under California law for Paramount Disaster Recovery Inc. to endorse the name of Sam's business on the checks and to deposit the money in the bank account of Paramount Disaster Recovery Inc. However, Paramount failed and refused to send any money due to Sam in spite of repeated request to do so.

Sam continued to contact Paramount in California and eventually Michael Mekeel stated that Steve Slepcevic and Matthew Todd of Paramount had inserted the names of his company on the checks and that the funds were used to throw a large party at Paramount in California and remaining money was invested in real estate in California by Matthew Todd and Steve Slepcevic. Sam stated he believed Michael Mekeel was "playing both sides." Sam stated Michael Mekeel said that the scheme was done to numerous other individuals who were seeking insurance monies but Paramount was not able to collect because the bank accounts were frozen.

Somabhai "Sam" Ratanji lost \$112,998.61 due to Paramount's fraudulent scheme. Sam has never seen any money collected by Paramount on his insurance claims and Paramount refuses to answer or return phone calls from Sam.

### **Manish Sthanki (GEAUXDAVRI, L.L.C.) - Jefferson Parish**

Following Hurricane Katrina, Manish Sthanki received extensive damage to the Inn he owns in Jefferson Parish. The Best Western Bayou Inn is located at 9008 West Bank Expressway, Westwego, Louisiana 70094. The Inn was insured by Louisiana Citizens Insurance Company.

Sthanki learned of a public adjuster through his friend, Somabhai "Sam" Ratanji (Victim #1). Sthanki contacted Paramount Disaster Recovery shortly after Hurricane Katrina.

Paramount Agent Michael Mekeel met with Sthanki many times at the Best Western Inn, Westwego, Louisiana, and on March 13, 2006, Sthanki signed a "Public Adjuster Contract" with Paramount Disaster Recovery, Inc. The contract was signed by Best Western Owner, Manish Sthanki, the Paramount Agent, Michael Mekeel and the President/CEO of Paramount, Steve Slepcevic.

As part of the contract, Paramount asked Manish Sthanki to sign an instruction (N.T.C.) to Sthanki's insurance company to put the name of Paramount on any checks issued.

At these meetings, it was represented that Paramount was a Public Adjustment Company that was a licensed public adjustor and employed licensed public adjustors, attorneys and engineers who would work for the claimant in order to be compensated due to the damage caused by Hurricane Katrina.

Michael Mekeel indicated that California attorney, Matthew Todd, was the person who would represent Sthanki in any disputes with the insurance companies.

On November 22, 2006, Sthanki's insurance company issued check number 96837 in the amount of \$185,955.91 made payable to GEAUXDAVRI, L.L.C., COPAL, and St. Martin Bank, which holds the mortgage on the Inn owned by GEAUXDAVRI, L.L.C.

This check was mailed or sent by courier on or about the date it was issued to the office of Paramount Disaster Recovery Incorporated in the State of California.

In addition, on November 28, 2006, Louisiana Citizen Insurance Company issued a second check number 96916 in the amount of \$15,503.29 made payable to GEAUXDAVRI, L.L.C., Sthanki's management company, GOPAL, Inc. and again to the St. Martin Bank.

When Sthanki became aware that his company had not been paid, but that his insurance had issued two checks, Sthanki contacted Paramount in California. Sthanki called Paramount numerous times and left several messages, but Paramount did not get back in touch with Sthanki.

Unknown to Sthanki, the checks had the name of GEAUXDAVRI, L.L.C. and GOPAL, Inc. endorsed on the back and deposited in the bank accounts of Paramount Disaster Recovery Incorporated at Citibank.

Sthanki then called Louisiana Citizens Insurance Company and filed an Affidavit and with the insurance company's bank stating that the name of his companies had been forged on the checks and deposited in the bank account of Paramount Disaster Recovery Incorporated.

After Sthanki learned of the forgery of the checks, he contacted Sam Ratanji (victim #1) and expressed his concern about the activities with Paramount and the way they handled his insurance payments. Ratanji stated that he too was having the same problem with Paramount and that his checks were forged. Ratanji stated he was trying to contact Paramount, but was not able to speak with anyone.

Ratanji stated he did receive a call from Matthew Todd and Matthew Todd stated it was permissible under the laws of the State of California where the checks were negotiated to insert the name of Ratanji's company on the check. Ratanji stated he spoke with Matthew Todd on a couple of occasions, but was unable to recover his money.

Sthanki stated he finally received a phone call from Paramount's attorney, Matthew Todd. Matthew Todd stated the same thing to Sthanki as he did to Ratanji. Matthew Todd stated it was permissible under the laws of the State of California to insert the name of Ratanji's company on the check. Ratanji repeatedly asked about his \$201,459.20, but was never given a straight answer.

Manish Sthanki, owner of Best Western Inn, Westwego, Louisiana, lost \$201,459.20 due to Paramount's fraudulent scheme. Sthanki has never seen any money collected by Paramount on his insurance claims and Paramount refuses to answer or return phone calls from Sthanki.

## **Daniel and Kelly DeNoux – Jefferson Parish**

On October 13, 2005, Kelly DeNoux signed a “Public Adjuster Contract”(P.A.C.) with Paramount Disaster Recovery, Inc. The contract provided that Paramount was to be paid 20% of the total amount of the loss settlement without deduction for depreciation or Client’s deductible.

Under the contract, Paramount was to act on behalf of Kelly DeNoux in negotiation a settlement with United Services Automobile Association (USAA), the DeNoux’s home insurance carrier. Daniel and Kelly DeNoux made a home insurance claim for damage sustained due to Hurricane Katrina.

On March 20, 2006, Kelly DeNoux received notice form Chase Bank that USAA had placed a “stop payment” on a check (“First Check”) issued by USAA to Daniel and Kelly DeNoux. The first check was payment on the DeNoux’s home owners’ insurance policy for damages sustained during Hurricane Katrina.

Daniel DeNoux inquired about the “stop payment” and was told by USAA that Eric Burton of Paramount had requested the stop payment be placed on the “First Check”. Eric Burton requested that USAA issue a new check on the DeNoux’s home owners’ insurance policy. Eric Burton also requested that Paramount’s name be included on the new check and that the new check be mailed to Paramount office in California.

On April 3, 2006, the DeNoux’s received a copy of Check Number 29584170 which was issued by USSA to “Paramount Disaster Recovery, Inc. and Daniel J. DeNoux and Kelly Madere DeNoux” (“Second Check”) This check was in the amount of \$10,987.50. Daniel and Kelly DeNoux’s signature appeared on the back of the “Second Check”, although they did not sign the check.

Daniel DeNoux immediately called Paramount in California and inquired about the money, but was given the run around for several months. Daniel stated he spoke with Eric Burton and Matthew Todd together on speaker phone. The DeNoux’s never received any monies from Paramount concerning their home owners claim with USAA.

## **Jeanne M. Fos – Jefferson Parish**

Jeanne Fos sustained damage to her residence, 617 Colony Place, Metairie, Louisiana 70003, Parish of Jefferson, due to Hurricane Katrina.

Jeanne Fos learned of Paramount on October 27, 2005, from Michael Mekeel. Mekeel informed Fos that he performed adjuster services for Paramount. Mekeel told Fos that Paramount could do the same work as an attorney for less money. He said an attorney would take 20-30% of the settlement when

Paramount could do the same work and take no fee out of the settlement. Mekeel told Fos that Paramount would bill the insurance company directly for 20% of the claim.

On October 28, 2005, Fos signed a "Public Adjuster Contract" with Paramount. The contract provided that Paramount was to be paid "20% of the total amount of the loss settlement without deduction for depreciation or client's deductible."

Under the contract, Paramount was to act on behalf of Jeanne Fos in negotiating a settlement with Citizens Insurance Company on her home insurance claim.

On August 30, 2006, the checks were deposited into the account of Paramount, account #645888785, Citibank #552, Casa Montejo 1, Calle 63 N. 506 Merida, Yucatan, Mexico 97000. Jeanne Fos' signature appeared on the back of the checks although she did not sign them. Check # 90430 for \$6,795.58 and check # 85500 for \$3,220.52 was deposited into Paramount's account at Citibank.

Jeanne Fos began inquiring to Paramount about her insurance money and soon realized she was getting the runaround. Jeanne Fos stated Michael Mekeel informed her that Paramount signed her name to two checks that she never received. She continued to inquire about her missing money with the Paramount at their office in California, but was unable to recover any of the \$10,016.10.

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In 2003, Act 148 enacted what was then La. R.S. 22:1476, which prohibited any contingent fee type arrangement with a Public Adjuster. It declared that any such contract was null and void and against public policy. This prohibition was moved to the public adjuster law in the 2007. Changes to the law on public adjusters and section 1476 has been recycled and is now a different law. The 2003 version is in the main volume of the Green Books Vol. 15B.

Steve Slepcevic signed a lease for an apartment at the Meadowbrook Apartments, Slidell, Louisiana, Parish of St. Tammany, on behalf of Paramount Disaster Recovery. Paramount was based at this apartment during these complaints.

Steve Slepcevic worked in agreement with a combination of two or more persons (Michael Mekeel and Matthew Todd) for the specific purpose of committing a criminal act of theft by fraud. Steve Slepcevic was a participating party to this criminal conspiracy. Upon receipt of the checks, Paramount caused the signature of the co-payee and mortgage holder to be forged on those checks and deposited the checks in a Paramount Disaster Recovery account at Citibank and thereby diverted the funds to Paramount Disaster Recovery Incorporated.

Records filed with the Louisiana Secretary of State indicate that Steve Slepcevic is the agent for service of process for Paramount Disaster Recovery, Inc. in Louisiana. The records also indicate that Steve Slepcevic is the president of Paramount, but his address is listed as 201 Calle Miramar #18, Redondo Beach, California 90227.

Steve Slepcevic's actions are a violation of L.R.S. 14:67(26) Criminal Conspiracy to commit Theft by Fraud (\$334,461.41) (4 counts) and L.R.S. 14:230 Money Laundering (4 Counts), within this State and Parish.

### **L.R.S. 14:67. Theft**

A. Theft is the misappropriation or taking of anything of value which belongs to another, either without the consent of the other to the misappropriation or taking, or by means of fraudulent conduct, practices, or representations. An intent to deprive the other permanently of whatever may be the subject of the misappropriation or taking is essential.

B.(1) Whoever commits the crime of theft when the misappropriation or taking amounts to a value of five hundred dollars or more shall be imprisoned, with or without hard labor, for not more than ten years, or may be fined not more than three thousand dollars, or both.

(2) When the misappropriation or taking amounts to a value of three hundred dollars or more, but less than a value of five hundred dollars, the offender shall be imprisoned, with or without hard labor, for not more than two years, or may be fined not more than two thousand dollars, or both.

(3) When the misappropriation or taking amounts to less than a value of three hundred dollars, the offender shall be imprisoned for not more than six months, or may be fined not more than one thousand dollars, or both. If the offender in such cases has been convicted of theft two or more times previously, upon any subsequent conviction he shall be imprisoned, with or without hard labor, for not more than two years, or may be fined not more than two thousand dollars, or both.

C. When there has been a misappropriation or taking by a number of distinct acts of the offender, the aggregate of the amount of the misappropriations or taking shall determine the grade of the offense.

D. Repealed by Acts 2001, No. 944, §4.

Acts 1990, No. 118, §1; Acts 1999, No. 338, §1; Acts 1999, No. 1251, §1; Acts 2001, No. 944, §4; Acts 2006, No. 82, §1.

### **L.R.S. 14:26. Criminal conspiracy**

A. Criminal conspiracy is the agreement or combination of two or more persons for the specific purpose of committing any crime; provided that an agreement or combination to commit a crime shall not amount to a criminal conspiracy unless, in addition to such agreement or combination, one or more of such parties does an act in furtherance of the object of the agreement or combination.

If the intended basic crime has been consummated, the conspirators may be tried for either the conspiracy or the completed offense, and a conviction for one shall not bar prosecution for the other.

B. Whoever is a party to a criminal conspiracy to commit any crime shall be fined or imprisoned, or both, in the same manner as for the offense contemplated by the conspirators; provided, however, whoever is a party to a criminal conspiracy to commit a crime punishable by death or life imprisonment shall be imprisoned at hard labor for not more than thirty years.

C. Whoever is a party to a criminal conspiracy to commit any other crime shall be fined or imprisoned, or both, in the same manner as for the offense contemplated by the conspirators; but such fine or imprisonment shall not exceed one-half of the largest fine, or one-half the longest term of imprisonment prescribed for such offense, or both.

### **L.R.S. 14:230. Money laundering; transactions involving proceeds of criminal activity**

A. As used in this Section:

(1) "Criminal activity" means any offense, including conspiracy and attempt to commit the offense, that is classified as a felony under the laws of this state or the United States or that is punishable by confinement for more than one year under the laws of another state.

(2) "Funds" means any of the following:

(a) Coin or paper money of the United States or any other country that is designated as legal tender and that circulates and is customarily used and accepted as a medium of exchange in the country of issue.

(b) United States silver certificates, United States Treasury notes, and Federal Reserve System notes.

(c) Official foreign bank notes that are customarily used and accepted as a medium of exchange in a foreign country and foreign bank drafts.

(3) "Peace officer" has the same meaning as in R.S. 40:2402(1)(a).

(4) "Proceeds" means funds acquired or derived directly or indirectly from or produced or realized through an act.

B. It is unlawful for any person knowingly to do any of the following:

(1) Conduct, supervise, or facilitate a financial transaction involving proceeds known to be derived from criminal activity, when the transaction is designed in whole or in part to conceal or disguise the nature, location, source, ownership, or the control of proceeds known to be derived from such violation or to avoid a transaction reporting requirement under state or federal law.

(2) Give, sell, transfer, trade, invest, conceal, transport, maintain an interest in, or otherwise make available anything of value known to be for the purpose of committing or furthering the commission of any criminal activity.

(3) Direct, plan, organize, initiate, finance, manage, supervise, or facilitate the transportation or transfer of proceeds known to be derived from any violation of criminal activity.

(4) Receive or acquire proceeds derived from any violation of criminal activity, or knowingly or intentionally engage in any transaction that the person knows involves proceeds from any such violations.



(5) *Acquire or maintain an interest in, receive, conceal, possess, transfer, or transport the proceeds of criminal activity.*

(6) *Invest, expend, or receive, or offer to invest, expend, or receive, the proceeds of criminal activity.*

C. *It is a defense to prosecution under this Section that the person acted with intent to facilitate the lawful seizure, forfeiture, or disposition of funds or other legitimate law enforcement purpose pursuant to the laws of this state or the United States.*

D. *It is a defense to prosecution under this Section that the transaction was necessary to preserve a person's right to representation as guaranteed by the Sixth Amendment of the Constitution of the United States and by Article I, Section 13 of the Constitution of Louisiana or that the funds were received as bona fide legal fees by a licensed attorney and, at the time of their receipt, the attorney did not have actual knowledge that the funds were derived from criminal activity.*

E. (1) *Whoever violates the provisions of this Section, if the value of the funds is less than three thousand dollars, may be imprisoned for not more than six months or fined not more than one thousand dollars, or both.*

(2) *Whoever violates the provisions of this Section, if the value of the funds is three thousand dollars or more but less than twenty thousand dollars, may be imprisoned with or without hard labor for not less than two years nor more than ten years and may be fined not more than ten thousand dollars.*

(3) *Whoever violates the provisions of this Section, if the value of the funds is twenty thousand dollars or more but less than one hundred thousand dollars, shall be imprisoned at hard labor for not less than two years nor more than twenty years and may be fined not more than twenty thousand dollars.*

(4) *Whoever violates the provisions of this Section, if the value of the funds is one hundred thousand dollars or more, shall be imprisoned at hard labor for not less than five years nor more than ninety-nine years and may be fined not more than fifty thousand dollars.*

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Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of September 2009

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Judge, St Tammany Parish