

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU-----X
DAVID M. SMITH,

Plaintiff,

-against-

INTERNATIONAL INVESTIGATIVE GROUP LTD., its
agents, servants, and/or employees; DANIEL D. RIBACOFF,
Individually and as Chief Executive Officer of
INTERNATIONAL INVESTIGATIVE GROUP, LTD;
LISA RIBACOFF, individually and as Director and Manager
of INTERNATIONAL INVESTIGATIVE GROUP LTD.;
and LANCE RIBACOFF, Individually and as International
Operations Manager of INTERNATIONAL INVESTIGATIVE
GROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL
GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX; FERDINAND
a/k/a FRED CARVOUSANOS; ANDREW SPIELER and
KATHLEEN HURLEY-ABITABILE,

Defendants.
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To the above-named Defendants:

You are hereby summoned and required to serve upon Plaintiff's attorney an answer to the within complaint in this action within twenty (20) days after service of the summons upon you exclusive of the day of service, or within thirty (30) days after service if complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is the location of Plaintiff's residence, being in Roslyn, County of Nassau, State of New York.

Dated: Carle Place, New York
May 29, 2019

LAW OFFICE OF STEVEN COHN, P.C.

By: 

Steven Cohn, Esq.

Attorneys for Plaintiff

One Old Country Road, Suite 420

Carle Place, NY 11514

(516) 294-6410

To: INTERNATIONAL INVESTIGATIVE GROUP, LTD.
2901 Long Beach Road #5
Oceanside, New York 11572

DANIEL D. RIBACOFF
2901 Long Beach Road #5
Oceanside, New York 11572

LISA RIBACOFF
2901 Long Beach Road #5
Oceanside, New York 11572

LANCE RIBACOFF
2901 Long Beach Road #5
Oceanside, New York 11572

RICHARD CUSTODIO
35 Elves Lane
Levittown, New York 11756

YANTI GREENE
a/k/a MICHAEL GREENE
419 82nd Street, Apt 1C
New York, New York 10028

SAUL B. ROTH
1396 Wilson Road
East Meadow, New York 11554

JAMES MARR
61 John Street
Westerly, RI 02891

JAMES MARR (second address)
3 Division Street
Greenwich, CT

TYRONE DUX
38 Spencer Drive
Bethpage, New York 11714

FERDINAND CARVOUSANOS
a/k/a FRED CARVOUSANOS
29 Amsterdam Ave.
West Babylon, NY 11704

ANDREW SPIELER
1375 Salley Court
East Meadow, NY 11554

KATHLEEN HURLEY- ABITABILE
929 Little Whaleneck Road
East Meadow, New York 11554

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
DAVID SMITH,

Plaintiff,

Index No.:

-against-

**VERIFIED
COMPLAINT**

INTERNATIONAL INVESTIGATIVE GROUP LTD., its
agents, servants, and/or employees; DANIEL D. RIBACOFF,
Individually and as Chief Executive Officer of
INTERNATIONAL INVESTIGATIVE GROUP, LTD;
LISA RIBACOFF, individually and as Director and Manager
of INTERNATIONAL INVESTIGATIVE GROUP LTD.;
and LANCE RIBACOFF, Individually and as International
Operations Manager of INTERNATIONAL INVESTIGATIVE
GROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL
GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX
FERDINAND a/k/a FRED CARVOUSANOS;
ANDREW SPIELER and KATHLEEN HURLEY- ABITABILE,

Defendants.
-----X

Plaintiff, DAVID M. SMITH, by his attorneys, THE LAW OFFICE OF STEVEN COHN,
P.C., complaining of the Defendants, hereby states and alleges as follows:

NATURE OF ACTION

1. This is an action for Breach of Contract, Fraud, Gross Negligence and Breach of
Covenant of Good Faith and Fair Dealings, arising out of the acts and omissions of the Defendants
INTERNATIONAL INVESTIGATIVE GROUP LTD (hereinafter "IIG"), and DANIEL D.
RIBACOFF individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE
GROUP, LTD; (hereinafter "Daniel"), LISA RIBACOFF (hereinafter "Lisa") LANCE RIBACOFF
(hereinafter "Lance"), (also collectively referred to "Ribacoff"), individually, and RICHARD
CUSTODIO (hereinafter "CUSTODIO"), as an agent servant and employee of IIG and

individually, YANTI a/k/a MICHAEL GREENE (hereinafter "GREENE") as an agent servant and employee of IIG and individually SAUL B. ROTH (hereinafter "ROTH") as an agent servant and employee of IIG and individually; JAMES MARR (hereinafter "MARR") as an agent servant and employee of IIG and individually; TYRONE DUX (hereinafter "DUX"), as an agent servant and employee of IIG and individually; KATHLEEN HURLEY- ABITABILE (hereinafter "ABITABILE") as an agent servant and employee of IIG and individually; FERDINAND a/k/a Fred CARVOUSANOS (hereinafter "CARVOUSANOS"), as an agent servant and employee of IIG and individually; ANDREW SPIELER (hereinafter "SPIELER") as an agent servant and employee of IIG and individually.

JURISDICTION AND VENUE

2. This Court has personal jurisdiction over IIG pursuant to C.P.L.R. § 301 because IIG was present and registered to do business in the State of New York at the time it participated in the transactions described herein. This Court also has personal jurisdiction over IIG pursuant to C.P.L.R. § 302 because the causes of action pleaded herein arise from transactions of business by IIG. This Court has jurisdiction over the individual defendants pursuant to CPLR 308.

3. Venue is proper in this Court pursuant to C.P.L.R. §§ 503(a) and (c). IIG is a domestic corporation authorized to transact business in New York and maintains its principal offices in Nassau County. The individual named defendants are residents of New York.

PARTIES

4. At all times hereinafter mentioned, Plaintiff, DAVID SMITH (hereinafter "Plaintiff") was and still is a resident of the County of Nassau, State of New York.

5. At all times hereinafter mentioned, Defendant, INTERNATIONAL

INVESTIGATIVE GROUP LTD., (hereinafter "IIG") was and still is a Foreign Corporation doing business in the State of New York.

6. At all times hereinafter mentioned, Defendant, IIG, is a Domestic Corporation, organized under and existing by virtue of the laws of the State of New York.

7. At all times hereinafter mentioned, Defendant, IIG, transacts business in the County of Nassau, State of New York.

8. At all times hereinafter mentioned, Defendant, IIG, transacts business in the County of Suffolk, State of New York.

9. At all times herein mentioned, Defendant, IIG, was and is a New York State Corporation with its principal place of business located at 2901 Long Beach Road Suite 3 in the Town of Oceanside, County of Nassau, and State of New York.

10. At all times herein mentioned, Defendant, DANIEL D. RIBACOFF, was and is the President and Chief Executive Officer of IIG.

11. At all times herein mentioned, Defendant LANCE RIBACOFF, was and is the International Operations Manager of IIG.

12. At all times herein mentioned, Defendant LISA RIBACOFF, was and is a Director and Manager of IIG.

13. Upon information and belief, Defendant, RICHARD CUSTODIO (hereinafter "CUSTODIO"), was employed by IIG as a private investigator.

14. Upon information and belief, Defendant, YANTI a/k/a MICHAEL GREENE (hereinafter "GREENE"), was employed by IIG as a private investigator.

15. Upon information and belief, Defendant, SAUL ROTH (hereinafter "ROTH"), was employed by IIG as a private investigator.

16. Upon information and belief, Defendant, JAMES MARR (hereinafter "MARR"), was employed by IIG as a private investigator.

17. Upon information and belief, Defendant, TYRONE DUX (hereinafter "DUX"), was employed by IIG as a private investigator.

18. Upon information and belief, Defendant, FERDINAND a/k/a FRED CARVOUSANOS (hereinafter "CARVOUSANOS"), was employed by IIG as a private investigator.

19. Upon information and belief, Defendant, KATHLEEN HURLEY-ABITABILE (hereinafter "ABITABILE") was employed by IIG as a private investigator.

20. Upon information and belief, Defendant ANDREW SPEILER (hereinafter "SPIELER") was employed by IIG as a private investigator.

FACTUAL BACKGROUND

21. On or about February 24, 2016, Plaintiff, David M. Smith (hereinafter "Plaintiff"), entered into a Retainer Agreement with INTERNATIONAL INVESTGATIVE GROUP ("IIG"), a copy of which is annexed hereto as Exhibit "A" (hereinafter referred to as the Retainer Agreement).

22. Plaintiff retained the Services of IIG to assist in the prosecution and defense of several legal actions in which he was involved, to wit: *Susanne Gold v. David Smith*, et al., Supreme Court, Nassau County pursuant to index number 604377/2018; *David Smith v. Susanne Gold-Smith* Supreme Court, Nassau County pursuant to Index number 613470/2018; *David Smith v. Susanne Gold-Smith* (matrimonial action) pending in Supreme Court Nassau County pursuant to index number 20017/2018.

23. The original 2016 Retainer Agreement required IIG to perform investigative services to assist Plaintiff with litigation. The 2016 Retainer Agreement continued in effect for all litigations in which Plaintiff was involved, including the 2018 Matrimonial action as referenced above in ¶ 22.

24. Pursuant to the Retainer Agreement IIG acted solely as an agent of the Plaintiff.

25. IIG was retained in 2016 by Plaintiff, in part based upon Susanne Gold-Smith's (hereinafter "Gold-Smith") legal attempts to void certain portions of the duly executed pre-nuptial agreement between Plaintiff and Gold-Smith. Specifically, Gold-Smith claimed she was "disabled" and unable to either work or enter the work force, in order to support herself.

26. Pursuant to the pre-nuptial agreement, Gold-Smith waived any and all rights to receive spousal support from Plaintiff. In seeking to set aside the pre-nuptial agreement in the parties divorce actions, Gold-Smith and her attorney claimed as a result of her alleged "disability" she was at risk of becoming a "ward of the State" and therefore the pre-nuptial agreement should be set aside as "unconscionable".

27. As part of IIG's services to Plaintiff and his attorneys, IIG was directed to perform surveillance, obtain video and photographs of Gold-Smith to refute Gold-Smith's claims of disability, among other litigation strategies.

28. During the course of IIG's investigation and surveillance of Gold-Smith, Daniel Ribacoff of IIG advised and recommended to Plaintiff that multiple investigators were needed to surveil Gold-Smith as she was "extremely elusive".

29. IIG was aware that Plaintiff was financially secure and had significant resources to finance the investigation.

30. From the inception of being retained by Plaintiff, IIG, under the guise of an “elusive subject” who effectively uses “counter” surveillance techniques, would routinely recommend and encourage an excessive amount of investigators to surveil the subject.

31. Upon information and belief, surveillance of the subject could have been performed with less than the number of investigators IIG recommended and assigned.

32. IIG controlled the manner and method of the investigation and recommended the number of investigators they felt were “required” for each shift. IIG knew that Plaintiff would consent to their recommendation as to the number of investigators required for any one shift, as IIG promoted themselves as “experts” and claimed to understand the “counter” surveillance abilities of the subject.

33. Pursuant to the Retainer Agreement entered into with Plaintiff, and contrary to the custom and practice in the industry, IIG was not required to provide Plaintiff with an itemized accounting of the number of investigators assigned at any one time, the number of hours the investigators were stationed at a particular location, or the number of investigators assigned to follow the subject from one location to another.

34. IIG’s recommendation and subsequent use of multiple investigators at any one time was extreme, unnecessary, without cause, reason or purpose and performed solely to excessively charge the Plaintiff.

35. IIG’s practice of recommending, encouraging and assigning an excessive amount of investigators to surveil the subject of this investigation, Gold-Smith, was extreme and without cause, reason or purpose, as the investigators communicated and coordinated in advance with Gold-Smith and often knew her whereabouts in advance.

36. IIG's routine of recommending, encouraging, and then assigning an excessive number of investigators to surveil Gold-Smith, was in excess of the amount the circumstances and established protocol warranted, and was done solely to charge Plaintiff more than was necessary.

37. During the course of IIG's investigation and surveillance, the following individually licensed investigators were assigned to surveil Gold-Smith (the list is not exhaustive):

- Richard Custodio
- Yanti a/k/a Michael Greene
- Saul Roth
- James Marr
- Tyrone Dux
- Ferdinand a/k/a Fred Carvousanos
- Amy Lurentzatos
- Kathleen Hurley-Abitabile
- Andrew Spieler

38. IIG assigned multiple field investigators, between 4-8 per shift, to surveil Gold-Smith.

39. Shortly after IIG was retained by Plaintiff, Gold-Smith became quite aware that she was being surveilled, as the IIG field investigators made no meaningful effort to conceal their presence or conduct surveillance in a clandestine manner.

40. In December 2017, while in the process of serving legal papers, GREENE, an IIG investigator, engaged Gold-Smith in conversation, which is a breach of IIG's established protocol that requires their field investigators to not only maintain safe and proper distances from the subject of any investigation, except when required (as with the service of a summons and complaint) but

also to never engage the subject of the investigation in conversation, other than what is required for service of legal papers.

41. At the time of service and in clear violation of said protocol, GREENE advised Gold-Smith that she should embrace the surveillance and she should feel as if IIG investigators were there to “protect” her, which had nothing to do with service of the legal documents.

42. GREENE further advised Gold-Smith, in sum and substance, that she had no choice as to the investigators presence and she should change the way she looked at them, in essence, to capitulate to the investigators and the investigation.

RICHARD CUSTODIO

43. In December 2017, Gold-Smith left her home and entered her vehicle to meet her friends. Shortly after leaving her home, several IIG investigators attempted to follow Gold-Smith.

44. At this time, CUSTODIO, one of the IIG investigators, aggressively pursued Gold-Smith in his vehicle. Upon information and belief, during said pursuit, CUSTODIO and Gold-Smith were involved in a near collision.

45. Several days later, Gold-Smith, still disturbed by the encounter with CUSTODIO, exited her home, entered her vehicle and pulled out of her driveway. She then stopped her vehicle next to CUSTODIO’s vehicle, which was situated outside her home. At said time, she told CUSTODIO, in sum and substance, that she would cooperate with the investigation and would no longer take evasive maneuvers to lose the IIG investigators in their pursuit of her.

46. As of January 2018, Gold-Smith agreed that she would speak with CUSTODIO whenever she left her home and advise him or any other IIG investigator, who was on duty at the time, where she was going so they could easily follow her. Shortly thereafter, CUSTODIO informed Gold-Smith that he had personally made IIG aware of the fact that he was communicating

directly Gold-Smith and she was “getting along with everyone”, and as a result, instead of terminating CUSTODIO, notifying Plaintiff and his attorneys of this contact and suspending the investigation, IIG simply warned CUSTODIO to “stay away from her”.

47. Had IIG acted swiftly and appropriately terminated CUSTODIO immediately due to his inappropriate contact with Gold-Smith, as IIG protocol required, CUSTODIO may have been prevented from physically and sexually violating Gold-Smith, which did, in fact, take place approximately 2 weeks later.

48. In January 2018, Gold-Smith traveled to the Walt Whitman Mall in Huntington, New York. At said time CUSTODIO and ROTH, both IIG field investigators followed her into the mall.

49. These field investigators, rather than keep an appreciable distance, as required, and in breach of the Retainer Agreement now that she was cooperating, accompanied Gold-Smith into the Apple store, where the investigators interacted with Gold-Smith, acting as if they were “old” friends.

50. While inside the Apple store, CUSTODIO and ROTH staged numerous photographs of Gold-Smith, which were sent to IIG as part of their investigation of her.

51. Approximately two hours later, Gold-Smith, CUSTODIO, and ROTH left the Apple store. In the hopes of avoiding any further confrontation, Gold-Smith agreed to have lunch with CUSTODIO, at his request. Thereafter, Gold-Smith, CUSTODIO, and ROTH walked together to the California Pizza Kitchen, (located in the mall), where CUSTODIO and Gold-Smith sat alone at a table and had lunch, which MARR observed and photographed.

52. During the course of their lunch at California Pizza Kitchen, CUSTODIO confided in Gold-Smith about his personal life, his relationships, and his children etc. CUSTODIO told

Gold-Smith that he was separated, and was living apart from his wife, which was untrue. CUSTODIO paid for Gold-Smith's meal.

53. Upon information and belief, a principal of IIG was provided with a photograph or video depicting CUSTODIO and Gold-Smith talking together in the parking lot of the Walt Whitman Mall, but took no action to suspend the investigation, even though Gold-Smith and CUSTODIO were clearly interacting with each other, in breach of established IIG protocol.

54. In January 2018, Gold-Smith's vehicle failed to start while it was parked in a lot behind the Broadway Mall in Hicksville, NY. Several IIG investigators, including CUSTODIO, approached Gold-Smith in the parking lot and assisted her (with GREENE's help) in starting her vehicle. Upon belief, IIG investigator RAMOS captured this interaction on video and forwarded the footage to IIG. As a result and upon belief, IIG principals were aware as early as January 2018, if not earlier, of CUSTODIO's and other IIG investigator's improper contact with Gold-Smith, yet took no action to terminate CUSTODIO or any other investigator, end the investigation, or notify the Plaintiff or his attorneys.

55. Despite evidence that the investigation was now tainted as a result of CUSTODIO's and other IIG investigator's actions, IIG failed to advise Plaintiff, or his attorneys that the investigation had been compromised.

56. Despite CUSTODIO engaging in improper contact with Gold-Smith, IIG withheld said information from Plaintiff and continued the "investigation" of Gold-Smith while charging Plaintiff for their services.

57. CUSTODIO's contact with Gold-Smith became much more personal and intimate. For example, CUSTODIO would frequently speak with and send text messages to Gold-Smith from his cell phone, both when he was on and off duty, in violation of IIG protocol.

58. Several text messages CUSTODIO sent to Gold-Smith contained personal and intimate references to his physical contact with her.

59. In addition, CUSTODIO sat next to and spoke with Gold-Smith while she had her hair done, which was witnessed by the salon's employees, shoveled snow from Gold-Smith's driveway, and accompanied her inside movie theaters, where CUSTODIO would initiate intimate physical contact by kissing Gold-Smith, which was witnessed by Gold-Smith's friends.

60. In early January 2018, CUSTODIO made his move and started entering Gold-Smith's Plainview, NY home without consent, and with other IIG field investigators having full knowledge. While inside Gold-Smith's home, CUSTODIO shared personal information with Gold-Smith including details related to his violent upbringing.

61. CUSTODIO entered Gold-Smith's home on at least four (4) different occasions, where he initiated unsolicited and unwanted intimate physical contact with Gold-Smith.

62. During the period of time that CUSTODIO maintained intimate physical contact with Gold-Smith (which lasted approximately three weeks), he disclosed confidential information to Gold-Smith related to IIG's investigation of her. CUSTODIO shared with Gold-Smith the nature and extent of specific duties and directives he received from IIG principals, which was typically transmitted to his Smartphone in the form of encrypted text and photo messages, in clear violation of IIG's protocol and in breach of the Retainer Agreement.

63. Following these confidential disclosures, which took place after CUSTODIO entered Gold-Smith's bedroom, CUSTODIO would initiate unsolicited physical and intimate contact with Gold-Smith, behavior CUSTODIO typically repeated each time he entered Gold-Smith's home.

64. On or about January 8th 2018, CUSTODIO was assigned by IIG to serve Gold-Smith with a complaint from Plaintiff. Prior to service, CUSTODIO received an advanced copy of the summons and complaint from IIG via email. Upon receipt, CUSTODIO called Gold-Smith's personal cell phone and read her portions of the complaint during their conversation.

65. On January 9th, 2018, at approximately 12:30am and still prior to official service of the summons and complaint, CUSTODIO arrived at and entered Gold-Smith's home in Plainview NY, with a hard copy of the complaint and handed it to her to read, violating confidentiality provisions between IIG and Plaintiff.

66. Within minutes of his arrival at Gold-Smith's home, CUSTODIO entered Gold-Smith's bedroom then initiated unsolicited and unwanted physical and intimate contact with Gold-Smith. After completing his sexual activity, CUSTODIO slept on Gold-Smith's bed until approximately 4:00am the following morning, at which time he exited her home.

67. Upon information and belief, in January 2018, CUSTODIO followed Gold-Smith to a Bagel Boss restaurant in Hicksville NY, where he openly conversed with Gold-Smith, her mother Genevieve, and her daughter Daniella. While inside the restaurant, CUSTODIO interacted with the subject and her family members as they ate dinner. CUSTODIO paid for Gold-Smith's meal, as well as her mother's and daughter's meals using his personal credit card.

68. Upon information and belief, in late-January 2018, at approximately 12:30am, CUSTODIO parked about a block from Gold-Smith's home, then walked to and entered Gold-Smith's Plainview, NY home. Within minutes of his arrival, CUSTODIO entered Gold-Smith's bedroom, entered Gold-Smith's bed, took out his smartphone, and without Gold-Smith asking, showed her encrypted messages he received from IIG principal Lisa Ribacoff, which contained confidential information regarding the investigation. Minutes later and upon belief, CUSTODIO,

the first in a series of IIG investigators removed Gold-Smith's clothing, climbed on top of her and initiated unwanted invasive sexual relations with Gold-Smith. Gold-Smith ultimately surrendered to CUSTODIO's sexual demands, as she was afraid to resist out of fear of retribution by CUSTODIO.

69. CUSTODIO, a licensed private investigator hired by IIG, knew that Gold-Smith was the subject of the investigation, was represented by Plaintiff's opposing counsel, yet failed to protect IIG clients' interests.

70. CUSTODIO took advantage of Gold-Smith and successfully manipulated her into engaging in unwanted invasive sexual relations with him.

71. After completing his invasive sexual contact with Gold-Smith, CUSTODIO fell asleep on Gold-Smith's bed and remained inside her home until early the following morning, when CUSTODIO realized he had overslept and panicked. CUSTODIO then called GREENE for a plan on how to exit Gold-Smith's home without being seen by other investigators, who were already stationed outside. GREENE provided CUSTODIO with an "escape" plan, designed to distract the other IIG investigators, and was complicit in covering up CUSTODIO's improper physical contact with Gold-Smith. Upon belief, a camera captured footage of CUSTODIO exiting Gold-Smith's home that morning and the footage was transmitted to IIG. This was, at least, the second time IIG was provided with actual evidence as to CUSTODIO'S improper physical contact with Gold-Smith, yet failed to take any action to stop it.

72. Upon information and belief, a rivalry and sexual "competition" had developed between GREENE, CUSTODIO, and DUX over Gold-Smith and, when GREENE became aware of CUSTODIO's sexual activity with Gold-Smith, he notified IIG, not because their physical contact was improper, but because it could lead to CUSTODIO's termination and the eventual

elimination of him as an obstacle, so GREENE could pursue Gold-Smith for his own sexual satisfaction, without interference from other IIG investigators.

73. On or about January 19, 2018, IIG terminated CUSTODIO's employment with IIG based upon his improper sexual and physical contact with Gold-Smith.

74. Upon information and belief, IIG had been aware of and condoned CUSTODIO's improper physical contact with Gold-Smith for weeks prior to CUSTODIO's termination.

75. IIG, despite having knowledge of CUSTODIO's improper physical contact with Gold-Smith and in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorneys of CUSTODIO's intimate physical contact and actions with Gold-Smith.

76. In April 2018, Plaintiff became aware of CUSTODIO's improper communication, *not* his physical contact, with Gold-Smith, and only after various court filings (motion papers) were submitted by Gold-Smith's attorney, exposing CUSTODIO's contact with Gold-Smith.

77. IIG, in breach of the Retainer Agreement never informed or advised Plaintiff or Plaintiff's attorneys that video and still photography surveillance footage obtained by CUSTODIO during this period of time was manipulated and staged.

78. The fact that video and still photography had been manipulated and staged had been known to IIG.

79. Upon information and belief, following CUSTODIO's termination in January 2018, IIG never inquired or sought to determine if other field investigators had engaged in any type of personal or physical contact with Gold-Smith, and only did so after Gold-Smith attempted to sue IIG in April of 2018.

80. Upon information and belief, IIG failed to inform Plaintiff or his attorneys of the events that occurred between CUSTODIO and Gold-Smith in January 2018, to avoid having its services terminated by Plaintiff.

81. After CUSTODIO was terminated by IIG, ROTH informed Gold-Smith that CUSTODIO had been fired in January 2018 after “he had failed a polygraph” examination administered by IIG. The information as to CUSTODIO’s failed polygraph was purportedly based upon specific questions posed to him concerning his inappropriate physical and sexual contact with Gold-Smith.

82. The fact that CUSTODIO failed a polygraph examination was not provided to Plaintiff or his attorneys. Instead, Plaintiff and his attorneys were led to believe by IIG that CUSTODIO *refused* to take a polygraph examination in April 2018, after Gold-Smith initiated litigation against IIG and released a transcript of a conversation she had with CUSTODIO, which raised suspicions. On the contrary, IIG told Plaintiff and his attorneys that an “internal investigation” was conducted in April 2018, and IIG principal Dan Ribacoff “concluded” that CUSTODIO was an individual “rogue” agent and his “non-physical” contact with the subject was an “isolated” incident. Ribacoff assured Plaintiff and his attorneys that, with the additional oversight and “checks and balances” implemented by IIG at that time, it was “virtually” impossible for this type of contact to occur again.

83. Upon belief, IIG withheld the truth concerning contact between IIG investigators and Gold-Smith from Plaintiff and his attorneys since at least January 2018.

TYRONE DUX

84. In mid-March 2018, DUX followed Gold-Smith to a bar known as Mr. Beery’s in Bethpage as part of IIG’s surveillance. While Gold-Smith was inside with her sister and stepmother,

DUX and MARR entered the bar, at which time DUX engaged Gold-Smith in conversation and complemented Gold-Smith on her singing ability.

85. Later that evening, his interaction escalated and DUX, the second in a series of IIG investigators initiated physical contact with Gold-Smith by holding her in his arms and resting his hands on her waist at Mr. Beery's.

86. DUX initiated physical contact with Gold-Smith on his own and in front of Gold-Smith's family members.

87. On March 12th 2018, DUX entered an elevator with Gold-Smith inside the Mandarin Oriental Hotel in New York City, where Gold-Smith was staying for the weekend. Instead of covertly observing her from a distance, DUX asked Gold-Smith directly what type of credit card she used to register and what her room number was, in order to forward this information to IIG.

88. On May 4, 2018 Gold-Smith traveled to a dance club known as One North in Jericho, NY. DUX and MARR followed Gold-Smith inside One North as several other investigators remained outside. While inside One North, DUX engaged Gold-Smith in conversation, calling her by name on the dance floor and stating to her "you look amazing tonight", breaching IIG and industry protocol.

89. Shortly thereafter, DUX engaged in unsolicited and unwanted physical contact by kissing Gold-Smith on the dance floor, which MARR observed. Following the encounter on the dance floor, DUX intercepted Gold-Smith near the restrooms inside of One North, and continued kissing her for approximately 20 minutes, breaching IIG and industry protocol.

90. In mid May 2018, DUX followed Gold-Smith to Main Event, a sports bar in Plainview, NY. While inside Main Event, DUX waited for Gold-Smith to exit a restroom, engaged

her in conversation, and then initiated unwanted intimate physical contact by kissing Gold-Smith, breaching IIG and industry protocol.

91. Upon information and belief, DUX knew that Gold-Smith was the subject of the investigation and was represented by Plaintiff's opposing counsel.

92. DUX took advantage of Gold-Smith and manipulated her into engaging in unwanted intimate physical contact with him.

93. On May 25, 2018, Gold-Smith and her friend KATURIA traveled to the Montauk Yacht Club for the weekend. The surveillance for that weekend required hotel rooms for IIG investigators, their meals, travel expenses, and incidentals, which were all paid for by Plaintiff, despite the fact that no actual surveillance was ever performed.

94. On the morning of May 27, 2018, DUX picked up Gold-Smith from the Montauk Yacht Club using his assigned vehicle, which was paid for by Plaintiff, traveled with her to a local coffee shop in Montauk, then returned Gold-Smith to the hotel, which SPIELER observed. Later in the same day, both DUX and SPIELER followed Gold-Smith to the Golden Coach Diner in Huntington Station NY, where they entered, sat at Gold-Smith's table, and had lunch with her.

95. DUX sat next to Gold-Smith at Golden Coach Diner and initiated unsolicited physical contact by holding Gold-Smith's hand, while SPIELER sat across from them. In addition, upon belief, DUX and SPIELER entered other venues that Gold-Smith would frequent, including Hendricks in Roslyn, NY and socialized with Gold-Smith and other female patrons when they were off duty or unassigned by IIG that particular day.

96. SPIELER staged photographs of Gold-Smith inside the Golden Coach Diner, at the table by herself, in order to document her location. SPIELER provided said photographic evidence to IIG, which was turned over to Plaintiff.

97. In June 2018, IIG terminated DUX after IIG learned, from a polygraph examination administered to DUX, of his personal and physical contact with Gold-Smith. IIG, following the polygraph examination, never informed Plaintiff or Plaintiff's attorneys of the examination or that DUX failed it due to questions concerning his intimate physical contact with Gold-Smith.

98. IIG, in breach of the Retainer Agreement never informed or advised Plaintiff or his attorneys of DUX's improper physical contact with Gold-Smith, or that the investigation had been compromised, so as to continue to charge Plaintiff for their investigative services.

99. IIG, in breach of the Retainer Agreement never informed or advised Plaintiff or his attorneys that the video and still photographic surveillance obtained by DUX during this time frame had been manipulated and staged.

100. On March 24th 2018, Gold-Smith and her friend KATURIA traveled to Mohegan Sun Resort and Casino in Connecticut. Gold-Smith notified IIG investigator MARR of their intention to travel to Mohegan Sun, with MARR actually leading the way. The entire weekend, including the IIG investigators' hotel rooms, meals, travel expenses, concert tickets, and incidentals, were all paid by Plaintiff, despite the fact that no actual surveillance was ever performed.

101. While at Mohegan Sun, MARR provided Gold-Smith with access to and Gold-Smith used his personal hotel room, which was paid for by Plaintiff, to shower and sleep.

YANTI a/k/a MICHAEL GREENE

102. Upon information and belief, GREENE, a former police officer and licensed private investigator, was arrested and incarcerated in 2004 in Connecticut, and charged with Driving Under the Influence (alcohol or drugs), which resulted in a guilty conviction in 2009, while he was still employed by the NYPD.

103. Upon information and belief, IIG was aware of this fact, yet still hired GREENE to surveil Gold-Smith, without informing Plaintiff or Plaintiff's attorneys of GREENE's background, and contrary to established industry and IIG's own protocols.

104. On March 23rd 2018, GREENE arrived at Mohegan Sun Resort and Casino and was one of several IIG investigators assigned to surveil Gold-Smith at that location. While inside Mohegan Sun, GREENE waited for other IIG investigators, who couldn't be trusted, to retire for the evening or leave the premises. When the "coast was clear" GREENE made his move and approached Gold-Smith, he then held her hand, walked with Gold-Smith inside the casino, through various retail shops and a cigar store, GREENE then had dinner with Gold-Smith at the "Lansdowne Irish Pub" restaurant inside Mohegan Sun, all of which MARR was aware of and partially observed.

105. During that evening, GREENE initiated physical contact with Gold-Smith by holding and kissing her in public.

106. At approximately 8pm on March 24th 2018, GREENE attended a Rod Stewart concert with Gold-Smith, her friend KATURIA, and MARR at the Mohegan Sun Arena. During said concert, KATURIA sat next to MARR and GREENE sat next to Gold-Smith, where GREENE initiated physical contact with Gold-Smith by holding her hand and caressing her arm.

107. While at Mohegan Sun, MARR and GREENE staged photographs and video of Gold-Smith, which were sent to IIG under the guise of surveillance.

108. On March 25th, 2018, GREENE followed Gold-Smith and her sister to the Hilton Hotel in Huntington, NY. While inside, GREENE interacted and conversed with Gold-Smith in the lobby of the hotel, which Gold-Smith's sister observed.

109. On or about April 24th, 2018 at approximately 11:30pm, Gold-Smith encountered GREENE standing outside of his Chevrolet Suburban SUV in the front parking lot of the Fairway

Supermarket Shopping Center in Plainview New York. When Gold-Smith exited her vehicle, GREENE did not leave the area, but instead approached Gold-Smith and engaged her in conversation. GREENE then initiated intimate physical contact with Gold-Smith by kissing her while she stood outside her vehicle in the parking lot.

110. GREENE, a licensed private investigator and former NYPD police officer with psychological hostage negotiator training, lured Gold-Smith to an isolated loading dock area behind the Fairway supermarket.

111. At approximately 12:15am, GREENE coerced Gold-Smith to enter his vehicle. GREENE then removed Gold-Smith's pants, climbed on top of her and initiated invasive sexual relations with Gold-Smith. When GREENE was finished, he demanded that Gold-Smith perform oral sex on him, in the second row seat of his vehicle.

112. Gold-Smith surrendered to GREENE's sexual demands, as she was afraid to resist out of fear of retribution by GREENE. In addition, upon information and belief, GREENE boasted to and impressed Gold-Smith with his alleged "accomplishments" in law enforcement, his "high profile" security jobs with celebrity clients such as "Kanye West" and the "Kardashian" family, his position of "authority" as a former NYPD police officer and IIG supervisor, and manipulated Gold-Smith into believing that if she surrendered to his sexual demands, GREENE would "protect her" and use his influence over other IIG investigators to "keep them at bay".

113. On May 15th 2018, GREENE followed Gold-Smith to her daughter's charity run in New Jersey. While in the parking lot, waiting for Gold-Smith's daughter to complete the race, GREENE pulled his car next to Gold-Smith's and engaged her in conversation, said conversation lasted approximately 2-3 hours.

114. On May 16th 2018, at approximately 11:45pm, Gold-Smith encountered GREENE in the front parking lot of the Fairway supermarket shopping Center in Plainview New York. GREENE then lured Gold-Smith to the same desolate loading dock area he had a few weeks earlier, behind the Fairway supermarket in Plainview.

115. GREENE coerced Gold-Smith to enter his vehicle. While inside GREENE's vehicle Gold-Smith consumed a beverage in close proximity to GREENE. Shortly after consuming said beverage, Gold-Smith recalls waking up momentarily to find herself laid across the second row seat of GREENE's vehicle, GREENE had also moved from the front driver seat to the second row.

116. At the time Gold-Smith awoke, she was unable to speak, but recalled that her pants had been removed, GREENE was on top of her and the light from his smartphone was pointed towards her genitals, Gold-Smith then lapsed back into an unconscious state.

117. Upon information and belief, GREENE recorded a video of invasive sexual activity he initiated with Gold-Smith, while she was unconscious inside his vehicle, and without her knowledge or consent. Gold-Smith believes GREENE drugged and raped her, while she was inside his vehicle.

118. On May 17th 2018, the following day, Gold-Smith confronted GREENE at the Sunrise Day Camp charity event, which GREENE followed her into. Plaintiff paid for tickets the investigators used to gain entry to the charity event. During said confrontation, GREENE confessed that he had initiated invasive sexual relations with Gold-Smith inside his vehicle, behind the Fairway supermarket on May 16th, 2018.

119. Gold-Smith explained to GREENE that she was extremely nervous and concerned because, when she awoke momentarily while inside GREENE's vehicle, she recalled seeing GREENE on top of her, her pants had been removed, and the light from GREENE's smartphone

was pointed towards her genitals. GREENE attempted to justify the use of his smartphone by claiming to Gold-Smith that he needed a “flashlight” during his sexual activity because Gold-Smith was unable to “assist” him (in her unconscious state), and it “was dark” inside his vehicle.

120. GREENE, who was found guilty in 2009 for Driving Under the Influence, also admitted to Gold-Smith that he had driven her home after completing his sexual activity with her, that she collapsed on the sidewalk in front of her home, that he had to “bang on the window”, amongst other things, to wake Gold-Smith’s friend KATURIA, who was staying at Gold-Smith’s home that night, in order open the front door because Gold-Smith was incapacitated.

121. Upon information and belief, multiple eyewitnesses, who were present at the charity event, observed the confrontation between Gold-Smith and GREENE, including one of Gold-Smith’s friends who contacted Gold-Smith’s attorney and informed him that physical contact had taken place between GREENE and Gold-Smith.

122. In July 2018, MARR informed Gold-Smith that a video, believed to have been taken by IIG investigator, RAMOS, captured a conversation between GREENE and Gold-Smith as early as January or February 2018. MARR told Gold-Smith that this video was sent to IIG by RAMOS at the time it was taken, confirming that IIG was aware of improper contact between GREENE and Gold-Smith as early as January or February 2018, and did nothing to stop it. IIG terminated GREENE in June of 2018, months after learning that physical contact had occurred between GREENE and Gold-Smith. IIG’s failure to take action against GREENE or notify Plaintiff or his attorneys of GREENE’s physical contact with Gold-Smith was in breach of IIG protocol and the Retainer Agreement. In addition, had IIG acted swiftly and appropriately, as dictated by IIG protocol, and terminated GREENE upon learning of his improper contact with Gold-Smith in

January or February 2018, GREENE may have been prevented from sexually violating Gold-Smith, which occurred approximately two months later.

123. Upon information and belief, GREENE failed a polygraph test, administered by IIG, predicated upon questions concerning GREENE's physical and sexual conduct towards Gold-Smith.

124. IIG, in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorneys of GREENE's improper sexual contact with Gold-Smith for fear of being terminated and to enable IIG to continue charging Plaintiff for their services.

125. IIG, in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorney that GREENE had been terminated or that he failed a polygraph test.

126. IIG, in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorney that, as a result of GREENE's intimate physical and sexual contact and actions with Gold-Smith, the investigation had been compromised.

127. IIG, in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorneys that video and still photography surveillance obtained by GREENE and forwarded to IIG during this period of time, was manipulated and staged.

128. Gold-Smith and her friend KATURIA traveled to Philadelphia during the July 4th holiday weekend. SPIELER and ROTH learned of this trip approximately one week in advance, during a conversation they had with Gold-Smith inside her gym at Lifetime Fitness in Syosset NY. Thereafter, four (4) IIG investigators were assigned to surveil Gold-Smith over that weekend including MARR, LURENTZATOS, THOMAS and SPIELER. MARR and SPIELER took the same train and sat next to Gold-Smith and KATURIA while they traveled to Philadelphia. Hotel

rooms for the investigators, their meals, concert tickets, travel expenses, and incidentals, were all paid for by Plaintiff, despite the fact that no actual surveillance was ever conducted.

129. While in Philadelphia, MARR, THOMAS and Gold-Smith traveled together to a restaurant inside the same Uber vehicle that THOMAS ordered using his personal smartphone.

130. During the weekend in Philadelphia, LURENTZATOS, MARR, THOMAS and Gold-Smith all walked together to a nearby dance club.

131. LURENTZATOS informed Gold-Smith that she reported to IIG that Gold-Smith had returned to her hotel after dinner and remained inside her room for the balance of the evening, which was untrue.

132. The following evening, both MARR and THOMAS attended and interacted with Gold-Smith and KATURIA at a Sam Smith concert held at the Wells-Fargo stadium in Philadelphia.

JAMES MARR

133. On May 25, 2018 at approximately 8pm, MARR, ROTH, GREENE, Gold-Smith, and KATURIA all had dinner together inside the Montauk Yacht Club restaurant, with the IIG investigators meals paid for by Plaintiff. After dinner, MARR, ROTH, GREENE, Gold-Smith and KATURIA proceeded to an outdoor bar area of the hotel. MARR, GREENE, and ROTH consumed alcohol and became intoxicated in Gold-Smith's presence. GREENE sat next to Gold-Smith at the bar and initiated unsolicited physical contact by placing his arms around Gold-Smith.

134. Prior to dinner, the IIG investigators staged photographs of Gold-Smith and KATURIA alone to send to IIG. The photographs were provided to Plaintiff as surveillance conducted to induce him to continue the investigation.

135. On May 26, 2018 MARR, ROTH, Gold-Smith and KATURIA all lounged next to each other on the beach at the Montauk Yacht Club. At approximately 1pm, Gold-Smith and KATURIA traveled to a restaurant on the water in Montauk for lunch where they met MARR, ROTH, and GREENE, who sat at the same table and had lunch with Gold-Smith. MARR staged Gold-Smith and KATURIA, and took photographs of the two of them alone at the table prior to lunch, in order to establish their location and send “surveillance” evidence to IIG.

136. Upon information and belief, at the Montauk Yacht Club, from May 25 through May 27, 2018, MARR used a hotel room, financed by Plaintiff, to engage in sexual relations with Gold-Smith’s friend KATURIA, while MARR was being paid to surveil Gold-Smith, according to ROTH, who shared the hotel room with MARR and disclosed this fact to Gold-Smith. On one occasion, during the weekend, while MARR was engaging in sexual activity with Gold-Smith’s friend KATURIA inside his hotel room, ROTH attempted to gain entry to Gold-Smith’s hotel room in order to give MARR and KATURIA privacy. As a result of his ongoing physical relationship with KATURIA, MARR would frequently share confidential information related to the investigation with both KATURIA and Gold-Smith in breach of established IIG and industry protocol and the Retainer Agreement.

137. MARR spent considerable time with both KATURIA and Gold-Smith on the beach, at the hotel bar, and at various restaurants during that entire Memorial Day weekend, which was all paid for by Plaintiff.

138. In June or July 2018, MARR disclosed to Gold-Smith that Daniel Ribacoff of IIG, confronted him and said that other IIG field investigators disclosed to Ribacoff that MARR had sexual relations and spent a considerable amount of time with KATURIA at the Montauk Yacht Club, between May 25 and May 27, 2018, while he was supposed to be surveilling Gold-Smith.

MARR also disclosed to Gold-Smith that he admitted to Ribacoff that several IIG field investigators routinely had contact with Gold-Smith.

139. Although Ribacoff was aware of the improper contact and activities of his investigators during the weekend of May 25 through May 27, 2018, he failed to disclose to Plaintiff or Plaintiff's attorneys this information or that surveillance materials captured during this period had been staged and that the investigation had been compromised.

140. Upon information and belief, IIG's failure to provide Plaintiff with the particulars of their compromised investigation was due to IIG's fear of being terminated and the loss of revenue from the investigative services charged to the Plaintiff.

SAUL ROTH

141. On May 26, 2018 ROTH accompanied Gold-Smith and KATURIA on a sunset cruise at the Montauk Yacht Club. During said cruise ROTH interacted with and sat next to Gold-Smith. ROTH even posed for a "selfie" photograph with Gold-Smith. Plaintiff paid for ROTH's sunset cruise ticket.

142. On or about July 6, 2018, ROTH suggested to Gold-Smith that she drive with her friends to the Aura nightclub in East Meadow, NY that evening.

143. Shortly after Gold-Smith's arrival at Aura, ROTH arrived as well. While inside Aura, ROTH approached, embraced, danced with, and intimately kissed Gold-Smith on the dance floor and in other areas of the club, which was witnessed by Gold-Smith's friend. ROTH was now the fourth in a series of IIG investigators to engage in improper physical contact with Gold-Smith, in breach of IIG's own established protocol.

144. Gold-Smith surrendered to ROTH's physical advances, as she was afraid to resist out of fear of retribution by ROTH.

145. Upon information and belief, ROTH, a trained private investigator hired by IIG, knew that Gold-Smith was the subject of the investigation and was represented by Plaintiff's opposing counsel. ROTH took advantage of Gold-Smith and manipulated her into having intimate physical contact with him.

146. The following day, on or about July 7th 2018, Gold-Smith traveled to the Walt Whitman Mall in Huntington Station by herself. ROTH was assigned to follow her there.

147. While inside the mall, ROTH confronted Gold-Smith, began apologizing to her regarding his behavior from the night before. While ROTH tried to explain his behavior, he realized his IIG walkie-talkie was keyed to the "on" position and Lisa Ribacoff, one of IIG's principals, had been listening to their entire conversation. A principal of IIG then called ROTH on his cell phone, which conversation Gold-Smith partially overheard. Upon belief, ROTH was subsequently terminated by IIG.

148. IIG in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorneys of ROTH's communication and inappropriate physical contact with Gold-Smith, or that the investigation had been compromised as a result of his actions.

149. IIG, in breach of the Retainer Agreement, never informed or advised Plaintiff or Plaintiff's attorney the video and still photography obtained by ROTH during this time, and on numerous occasions prior to this incident, was staged.

150. Throughout the investigation, IIG was aware, or should have been aware that the investigation had been compromised, based upon the sordid actions of numerous of its field investigators, yet neither Plaintiff nor Plaintiff's attorneys were ever notified or advised of the IIG field investigators improper conduct with Gold-Smith.

151. Upon information and belief, IIG was aware that its investigation had been compromised on a multitude of occasions but continued to negligently provide Plaintiff and Plaintiff's attorneys with tainted work product provided by its field investigators, to be used by Plaintiff's attorneys in pending litigations.

152. Upon information and belief, IIG certified the materials being provided to Plaintiff and Plaintiff's attorneys as authentic even though IIG was aware, or should have been aware that they were not.

FERDINAND (a.k.a. FRED) CARVOUSANOS

153. Towards the end of October, 2018 Gold-Smith attended a Halloween party at Bethpage State Park. CARVOUSANOS, who was assigned to Gold-Smith's case that day, also entered the establishment where the party was being held. CARVOUSANOS then approached Gold-Smith on the dance floor, initiated physical contact, began slow dancing with her and held her waist with his hands. Several of Gold-Smith's friends witnessed CARVOUSANOS' physical contact with Gold-Smith that evening.

154. Following this encounter with CARVOUSANOS on the dance floor, ABITABILE, another IIG investigator who was also conducting surveillance of Gold-Smith at the same Halloween party, followed Gold-Smith into the woman's restroom and explained to her that CARVOUSANOS was inside the men's restroom (across the hall) and that she had arranged for CARVOUSANOS to be alone with Gold-Smith.

155. Upon exiting the men's restroom, CARVOUSANOS lured Gold-Smith to an isolated area outside the venue, and initiated unsolicited and unwanted intimate physical contact by kissing Gold-Smith. CARVOUSANOS was now the fifth IIG investigator to engage in unsolicited and improper physical contact with Gold-Smith.

156. During this evening, CARVOUSANOS staged numerous videos and photographs of Gold-Smith, which he forwarded to IIG as part of his surveillance responsibilities.

157. Upon information and belief, in the early morning of November 10, 2018, CARVOUSANOS notified IIG that Gold-Smith had left her home and was headed to the airport to fly to Florida. CARVOUSANOS advised IIG of this information while “pretending” to be unaware of Gold-Smith’s plans in advance. CARVOUSANOS advised IIG that he was ready to fly to Florida in order to follow Gold-Smith there. As he had the travel information from Gold-Smith in advance, CARVOUSANOS was packed and ready to go that morning.

158. For reasons unknown, IIG instructed CARVOUSANOS not to travel to Florida and instead, sent investigators KIM and ABITABILE in his place.

159. CARVOUSANOS’ physical contact with Gold-Smith continued when she returned to New York in December 2018, with, upon belief, the full knowledge ABITABILE and several other IIG investigators also working the case into January 2019.

160. On December 16th 2018, CARVOUSANOS, as part of his surveillance of Gold-Smith followed her to Bloomingdales at the Walt Whitman Mall, where he met up with her at the Clinique makeup counter. Gold-Smith purchased a product and CARVOUSANOS informed her that IIG needed to know the amount of her purchase and which credit card she used to make the purchase. She complied and CARVOUSANOS staged photographs of her at the makeup counter to provide to IIG.

161. CARVOUSANOS initiated further unsolicited physical contact and held Gold-Smith’s hand, as he walked with her to the Nespresso coffee counter where she made another purchase. CARVOUSANOS then walked with Gold-Smith to the men’s fragrance counter, sprayed various colognes on himself, asked Gold-Smith to smell him and indicate which fragrance she

preferred. At which point, upon belief, CARVOUSANOS, initiated physical contact and kissed Gold-Smith in public, a clear violation of IIG protocol and the Retainer Agreement.

162. On December 19th, 2018 Gold-Smith attended a private holiday event held at the Chelsea Mansion in Brookville, NY. CARVOUSANOS, who was uninvited, gained access to the private event, approached Gold-Smith and stood next to her while she conversed with her friends.

163. IIG clearly advised Plaintiff that “none” of their investigators gained entry, as this was a “private” event. While inside, upon belief Gold-Smith was embarrassed and forced to introduce CARVOUSANOS as her “friend” to her other friends who were also in attendance at the event (including her attorney who was representing her in the litigation at the time). During the event, CARVOUSANOS lured Gold-Smith to a secluded area inside the venue where he initiated unsolicited and unwanted physical contact by kissing Gold-Smith.

164. Later in the evening on December 19th, 2018, at approximately 11:30 pm CARVOUSANOS trespassed on Gold-Smith’s property, walked up the steps to the front door of her home in Plainview, NY and rang her doorbell. When Gold-Smith answered the door, CARVOUSANOS conversed with her and then initiated unsolicited physical contact and kissed Gold-Smith.

165. CARVOUSANOS then followed Gold-Smith to Morrison’s, a bar and restaurant in Plainview NY. Upon Gold-Smith’s arrival, Morrison’s was closed. While in the parking lot behind Morrison’s, CARVOUSANOS approached Gold-Smith, conversed with her, and then initiated unsolicited, unwanted physical contact by kissing her.

166. CARVOUSANOS then followed Gold-Smith to another bar in Hicksville and CARVOUSANOS entered the bar with Gold-Smith. ABITABILE and IIG investigator PAT arrived at the same location, with ABITABILE remaining outside. While inside the bar, CARVOUSANOS

staged photographs and directed Gold-Smith to talk to a random customer, in order to establish her location and send to IIG, which, in turn, IIG sent to Plaintiff.

167. While inside the location in Hicksville, CARVOUSANOS purchased a drink for Gold-Smith and held her hand while he sat with her at the bar. Approximately 30 minutes later, Gold-Smith exited the bar and CARVOUSANOS walked with Gold-Smith to her car. When Gold-Smith reached her vehicle CARVOUSANOS initiated unsolicited unwanted physical contact and kissed Gold-Smith as two other IIG investigators, ABITABILE and PAT served as spotters, and upon belief, witnessed this physical contact between CARVOUSANOS and Gold-Smith.

168. In December 2018, CARVOUSANOS followed Gold-Smith to a CVS pharmacy in Plainview, NY. While inside, CARVOUSANOS engaged Gold-Smith in conversation as she shopped, and revealed to her that IIG confidentially instructed him to observe whether she was purchasing travel size items, information used by IIG to help determine if she was planning any trips in breach of IIG and industry protocol, as well as the Retainer Agreement.

169. On or about January 1st 2019, Gold-Smith and her mother, Genevieve Gold, entered Besito, a restaurant in Huntington NY, to have lunch. CARVOUSANOS followed Gold-Smith inside the restaurant and took surveillance photographs of her to send to IIG. At the end of her meal, Gold-Smith got up from her table and walked into the restroom. Upon exiting the restroom, Gold-Smith discovered that CARVOUSANOS was waiting for her in the hallway. CARVOUSANOS engaged Gold-Smith in conversation, then initiated unsolicited physical contact. CARVOUSANOS walked with Gold-Smith back to her table and initiated unsolicited physical contact by kissing Gold-Smith, in front of her mother.

170. Upon information and belief, on January 6th 2019, Gold-Smith and her friend Deborah traveled to The Meatball Place restaurant in Patchogue NY. CARVOUSANOS entered

the restaurant, sat next to Gold-Smith's friend Deborah and initiated physical contact with Gold-Smith by having her sit on his lap. While inside the restaurant, CARVOUSANOS was concerned that other IIG investigators would see him interacting with Gold-Smith, so he left the table and waited by a secluded restroom hallway for Gold-Smith. When Gold-Smith entered the hallway to use the restroom, CARVOUSANOS initiated unsolicited physical contact by hugging, holding, and kissing Gold-Smith.

171. Following lunch at the Meatball Place, Gold-Smith and her friend walked to a WBAB sponsored charity concert where CARVOUSANOS and ABITABILE followed them inside and interacted with Gold-Smith and her friend, using tickets paid for by the Plaintiff.

172. Upon information and belief, CARVOUSANOS knew that Gold-Smith was the subject of the investigation, was represented by Plaintiff's opposing counsel, and successfully manipulated Gold-Smith into engaging in unwanted intimate physical contact with him, thereby breaching the Retainer Agreement and established IIG and industry protocol.

173. CARVOUSANOS discussed with Gold-Smith his intention to secure the "overnight shift" from IIG, in order to be alone with Gold-Smith, out of sight of other IIG investigators, and upon belief, with the expectation that he too would be able to manipulate Gold-Smith and initiate sexual relations with her, without fear of being discovered.

174. In January 2019, Plaintiff was astonished to learn that his Retainer Agreement with IIG had been breached and the investigation he was financing had been severely compromised, as Gold-Smith and other eyewitnesses came forward and disclosed to Plaintiff the numerous physical, intimate, and sexual encounters which had taken place between several IIG investigators and Gold-Smith, resulting in the termination of IIG's services.

175. Plaintiff learned that his Retainer Agreement with IIG had been breached when he was informed that photographs, videos, and alleged documented activities, with which he and his attorneys were provided during said investigation, were fabricated by IIG and its investigators.

176. Upon information and belief, throughout the course of this investigation, IIG acted negligently in the oversight of its field investigators, who operated unrestrained and engaged in abhorrent behavior, breaching the Retainer Agreement by engaging in non-physical, physical, and sexual contact with Gold-Smith during the course of the investigation.

177. IIG's Chief Executive Officer, Daniel Ribacoff's sworn affidavit of May 11, 2018, with respect to the subject investigation states the following, "At all times I have maintained close contact and supervision on all of IIG's trained licensed field investigators... at all times IIG and its employees have conducted the investigation of Ms. Gold in a lawful manner, maintaining proper and safe distances at all times."

178. Ribacoff's statement clearly contradicts the numerous instances IIG and its field investigators breached the Retainer Agreement with the Plaintiff as well as their own established rules, regulations, and protocols.

179. In December 2018 Plaintiff was told by IIG that Gold-Smith had not been attending her gym, Lifetime Fitness, in Syosset for several months and that she would typically not leave her home until early afternoon. Membership data from the Lifetime gym indicates that between August and December of 2018, Gold-Smith attended said gym approximately 69 times, typically arriving between 8:00 and 8:30 am, contrary to the information provided to Plaintiff by IIG.

180. It was not uncommon for IIG field investigators to discuss "favorite" restaurants with Gold-Smith in advance and which cuisines they were "in the mood for that day" (steak, lobster, sushi, etc.), as meals were expensed by the investigators and paid for by the Plaintiff, with the

expectation that Gold-Smith would choose venues for the investigators to fictitiously “surveil” Gold-Smith at, in order to accommodate their meal and alcohol requirements. While inside these venues, IIG field investigations would join Gold-Smith at her table for dinner, would offer her alcoholic beverages from the bar, and, at times, would return Gold-Smith home using Uber vehicles they shared, all of which were expensed by the investigators and paid for by Plaintiff.

181. Several of the investigators informed Gold-Smith that they enjoyed working this “case”, due to the lucrative pay they received and because they were not required to file written reports with IIG regarding the subject’s daily activities, a clear violation of established industry protocol.

182. Plaintiff was fraudulently charged by IIG for at least one “overnight” field investigator, whose responsibility it was to surveil the subject from 11:30pm-5am daily. However, upon information and belief, no overnight field investigator was actually assigned by IIG until June 2018.

183. Upon information and belief, GREENE was aware that in April and May 2018, there was no overnight investigator assigned to surveil Gold-Smith, which enabled GREENE to sexually violate Gold-Smith inside his vehicle during early morning hours near Gold-Smith’s home, without fear of being reported or observed by other IIG investigators.

184. Upon information and belief, from the inception of the investigation through January 2019, CUSTODIO, DUX, GREENE, MARR, ROTH, ABITABILE, SPIELER, and CARVOUSANOS, all licensed private investigators employed or hired by IIG, many of whom are also former police officers, continuously worked this case, were complicit in covering up their actions, benefited financially, incurred unnecessary expenses, and physically satisfied themselves on the job at Gold-Smith’s expense, while they staged and fabricated fraudulent “surveillance”

work product. During this period, and in breach of the Retainer Agreement, IIG was aware that the investigation was compromised and the work product IIG forwarded to Plaintiff and his attorney's was fraudulent.

185. Despite the falsified and fraudulent work product produced by the IIG field investigators, and in breach of the Retainer Agreement, IIG knowingly continued to charge Plaintiff for its compromised surveillance and investigative services without recrimination. In addition, activities and evidence witnessed by the IIG investigators, which would have been helpful in Plaintiff's various legal actions, was withheld by the field investigators.

186. During the investigation, Plaintiff was charged and paid for the following, the list of which is not exhaustive:

- Rental vehicles for each investigator;
- Hotel rooms used by the investigators when Gold-Smith left for weekends and/or vacations;
- Meals, alcohol, and incidentals the investigators consumed while on the job
- Tickets for the investigators to follow Gold-Smith on cruise ships;
- Concert tickets for the investigators to follow Gold-Smith into venues;
- Airline tickets the investigators used to follow Gold-Smith when she traveled;
- Payment for multiple and unnecessary investigators to follow and surveil Gold-Smith when they had advanced knowledge of Gold-Smith's whereabouts and destinations.

187. Since executing the Retainer in 2016 until January 2019, Plaintiff was charged and Plaintiff paid to IIG the sum totaling \$8,838,845.74

FIRST CAUSE OF ACTION- BREACH OF CONTRACT

IIG and DANIEL D. RIBACOFF, Individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE GROUP, LTD; LISA RIBACOFF, individually and as Director and Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD.; and LANCE RIBACOFF

188. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 189 with the same force and effect as though set forth at length herein.

189. Plaintiff had a binding, valid and enforceable Retainer Agreement with IIG.

190. Defendant IIG acted intentionally, willfully, knowingly, wantonly, recklessly, maliciously, deceptively, fraudulently, in bad faith and/or in a grossly negligent manner and in total disregard of Plaintiff's contractual and other rights.

191. Defendant IIG acted unreasonably in that IIG, its agents, servant and or employees did not provide the services that Plaintiff contracted and paid for.

192. Defendants defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things, providing false staged video and photographs to Plaintiff and/or his attorneys allegedly capturing Gold-Smith in various activities without her consent or knowledge. Such videos and photographs were actually staged by the IIG field investigators with the consent and knowledge of Gold-Smith.

193. Defendant IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things failing to maintain close contact and supervision over its field investigators and the investigation as a whole.

194. Defendant IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things conducting the investigation in a manner that breached established and IIG's own investigation protocol.

195. Defendant IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things failing to have its field investigators maintain proper and safe distances from the subject at all times.

196. Defendant IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things allowing direct contact and personal and intimate relations to occur between the subject of the investigation and its field investigators.

197. Defendants defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things by failing to advise Plaintiff or his attorneys of the numerous instances of direct contact, physical, intimate and personal relationships that occurred between Gold-Smith and its field investigators, once said information became known to IIG.

198. Defendants defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by failing to advise Plaintiff or his attorneys that several field investigators were fired because of their personal and physical relationships with Gold-Smith.

199. Defendants defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement when its field investigators, not only communicated directly with Gold-Smith, but the investigators having divulged specific privileged details about the nature and extent of the investigation for which IIG was retained.

200. Defendant IIG, defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by, amongst other things allowing and permitting its field investigators to communicate not only with Gold-Smith generally, but in permitting them to divulge specific privileged details about the nature of the litigation, including sharing legal documents with Gold-Smith for which IIG was retained.

201. Defendant, IIG, defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by the disclosure of confidential information by certain field investigators, which not only placed both IIG and its investigators in breach of the Retainer Agreement, but also places the IIG field investigators themselves in clear violation of section 82 of New York State General Business Law, which subjects them to criminal misdemeanor under said statute.

202. Defendants, IIG and the Ribacoffs, from the inception of being retained by plaintiff in 2016 until being terminated in 2019 defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by recommending and thereby causing a greater number of investigators than was actually necessary to surveil the subject at any one time, solely to excessively charge the Plaintiff.

203. Defendant, IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement from the inception of being retained by plaintiff in 2016 until being terminated in 2019 by failing to provide Plaintiff with an itemized accounting of the number of investigators assigned at any one time, the number of hours the investigators were stationed at the same location, the number of hours any investigator was assigned to follow the subject from one location to another, etc. so Plaintiff could make an informed decision as to the number of investigators needed at any one time to surveil Gold-Smith.

204. Defendant, IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement from the inception of being retained by Plaintiff in 2016 until being terminated in 2019 by its recommendation and use of multiple investigators which under the circumstances then and there existing was extreme, unnecessary, without cause, reason or purpose and performed solely to excessively charge the Plaintiff.

205. Defendant, IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement by tainting all work product supplied to Plaintiff and his attorneys by the actions of the IIG field investigators.

206. Defendant, IIG defaulted under the terms of the Retainer Agreement and otherwise breached the Retainer Agreement from the inception of being retained by Plaintiff in 2016 until being terminated in 2019 by its recommendation and use of multiple investigators which under the circumstances then and there existing was excessive, unnecessary, without cause, reason or purpose and which resulted in significant additional unnecessary expenses for which Plaintiff was charged including, but not limited to:

- Rental vehicles for each investigator;
- Hotel rooms used by the investigators when Gold-Smith left for weekends and/or vacation;
- Meals, alcohol, and incidentals the investigators consumed while on the job;
- Tickets for the investigators to follow Gold-Smith on cruise ships;
- Concert tickets for the investigators to follow Gold-Smith into venues;
- Airline tickets the investigators used to follow Gold-Smith when she traveled;

207. Defendant IIG's breaches of its contractual obligations to Plaintiff were not just negligent, but grossly negligent given IIG's failure to adhere to even the most basic and minimal investigative standards to disclose basic and critical information to Plaintiff once it was learned that the investigation had been compromised. Upon information and belief, discovery will show further evidence of IIG's gross negligence.

208. To date, Plaintiff has made payments totaling \$8,838,845.74 with the last payment being on January 4, 2019. As a result of the foregoing, Plaintiff has been damaged in the FIRST CAUSE OF ACTION in the sum of \$8,838,845.74 with interest thereon from July 2016.

SECOND ACTION - FRAUD

(ALL DEFENDANTS, INTERNATIONAL INVESTIGATIVE GROUP LTD., its agents, servants, and/or employees; DANIEL D. RIBACOFF, Individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE GROUP, LTD; LISA RIBACOFF, individually and as Director and Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD.; and LANCE RIBACOFF, Individually and as International Operations Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX; FERDINAND a/k/a FRED CARVOUSANOS; ANDREW SPIELER and KATHLEEN HURLEY-ABITABILE both Individually and as agents, servants and employees of IIG)

209. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 208 with the same force and effect as though set forth at length herein.

210. IIG and the individual field Investigators, both on behalf of IIG and individually knowingly withheld material facts from Plaintiff and Plaintiff's attorneys throughout the course of its investigation which IIG and its field investigators knew to be false.

211. IIG and the individual field Investigators, both on behalf of IIG and individually, knowingly misrepresented material facts from Plaintiff and Plaintiff's attorneys throughout the course of its investigation which IIG and its field investigators knew to be false.

212. IIG and the individual field Investigators both on behalf of IIG and individually knowingly provided false material facts to Plaintiff and Plaintiff's attorneys which it knew to be false and which it knew Plaintiff and his attorneys would justifiably rely upon and provide to the

court in the course of various litigations then pending and continuing in Supreme Court, Nassau County.

213. IIG and the individual field investigators both on behalf of IIG and individually withheld information from January 2018 through January 2019 that was known to the defendants to be false and which not only placed the investigation in jeopardy, but compromised Plaintiff and his attorneys both legally and ethically by permitting them to provide to the Supreme Court, Nassau County with false and unreliable information supplied by IIG and the field investigators.

214. As a result of Defendant's Fraud, Plaintiff has been damaged in the sum of TEN MILLION (\$10,000,000) DOLLARS.

THIRD CAUSE OF ACTION -GROSS NEGLIGENCE

(ALL DEFENDANTS INTERNATIONAL INVESTIGATIVE GROUP LTD., its agents, servants, and/or employees; DANIEL D. RIBACOFF, Individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE GROUP, LTD; LISA RIBACOFF, individually and as Director and Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD.; and LANCE RIBACOFF, Individually and as International Operations Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX; FERDINAND a/k/a FRED CARVOUSANOS; ANDREW SPIELER and KATHLEEN HURLEY-ABITABILE both Individually and as agents, servants and employees of IIG)

215. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 214 hereof with the same force and effect as though set forth at length herein.

216. IIG and the individual field Investigator's conduct both individually and in the course of their employment for which they were retained was grossly negligent.

217. IIG and the individual field investigators both individually and in the course of their employment, during the course of the investigation for which they were retained showed a reckless indifference to the rights and obligations they owed to Plaintiff.

218. IIG and the individual field investigator's conduct, both individually and in the course of their employment evidenced a complete failure to use even slight care and conduct that was so careless and reckless, in relation to the investigation they were retained to perform that it showed a complete disregard of the rights and duties and obligations owed to the Plaintiff.

219. IIG and the individual field investigators conduct both individually and in the course of their employment during the course of the investigation was a complete deviation from that of a reasonable care, protocol and conduct of a proper investigation.

220. As a result of IIG and the individual field investigators gross negligence both individually and in the course of their employment; Plaintiff has been damaged in a sum to be of TEN MILLION (\$10,000,000) DOLLARS.

**FOURTH CAUSE OF ACTION – BREACH OF THE COVENANT
OF GOOD FAITH AND FAIR DEALING**

(ALL DEFENDANTS INTERNATIONAL INVESTIGATIVE GROUP LTD., its agents, servants, and/or employees; DANIEL D. RIBACOFF, Individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE GROUP, LTD; LISA RIBACOFF, individually and as Director and Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD.; and LANCE RIBACOFF, Individually and as International Operations Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX; FERDINAND a/k/a FRED CARVOUSANOS; ANDREW SPIELER and KATHLEEN HURLEY-ABITABLE both Individually and as agents, servants and employees of IIG)

221. Plaintiff repeats and re- alleges each and every allegation contained in paragraphs 1 through 220 with the same force and effect as though set forth at length herein.

222. The Retainer Agreement entered into between the Plaintiff and the Defendant IIG contained an implied covenant of good faith and fair dealing.

223. The undertaking of the field Investigators contained an implied covenant of good faith and fair dealing.

224. Pursuant to this implied covenant Defendants owed to the Plaintiff a duty to act in good faith and to deal fairly.

225. By their actions, described herein Defendants have breached their covenant of good faith and fair dealing by acting in bad faith and out of self-interest by failing to comply with the custom and practice of investigative agencies and investigative field investigators in the industry and pursuant to the terms in the Retainer Agreement. As a result of IIG and the individual field investigators breach of the covenant of good faith and fair dealing both individually and in the course of their employment; Plaintiff has been damaged in a sum to be of TEN MILLION (\$10,000,000) DOLLARS.

WHEREFORE Plaintiff, DAVID SMITH demands judgment against the DEFENDANTS, INTERNATIONAL INVESTIGATIVE GROUP LTD., its agents, servants, and/or employees; DANIEL D. RIBACOFF, Individually and as Chief Executive Officer of INTERNATIONAL INVESTIGATIVE GROUP, LTD; LISA RIBACOFF, individually and as Director and Manager of INTERNATIONAL INVESTIGATIVE GROUP LTD.; and LANCE RIBACOFF, Individually and as International Operations Manager of INTERNATIONAL INVESTIGATIVEGROUP LTD, RICHARD CUSTODIO, YANTI a/k/a MICHAEL GREENE; SAUL B. ROTH; JAMES MARR; TYRONE DUX, FERDINAND a/k/a FRED CARVOUSANOS and KATHLEEN

HURLEY-ABITABILE for an amount of \$8,838,845.74, plus interest on Plaintiff's first cause of action for Breach of Contract (Retainer Agreement), and TEN MILLION (\$10,000,000) Dollars on each Cause of Action for Fraud, Gross Negligence, and Breach of Good Faith and Fair dealings, plus interest thereon; (ii) and award for compensatory damages for Defendants' gross negligence; (iii) for an award to Plaintiff's costs and expenses of suit, including reasonable attorney fees and (iv) such other and further relief as this Court may deem just and proper.

Dated: Carle Place, New York
May 29, 2019

Law Office of STEVEN COHN, P.C.

By: 

STEVEN COHN

Attorneys for Plaintiff

One Old Country Road, Suite 420

Carle Place, New York 11514

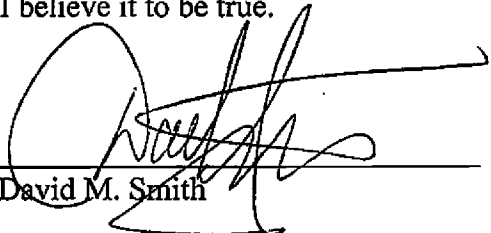
(516) 294-6410

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

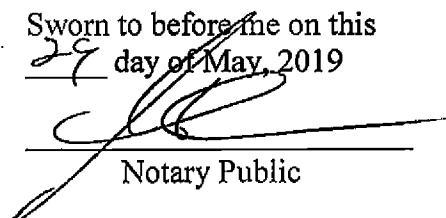
The undersigned, the Plaintiff named in the foregoing Complaint, being duly sworn, says:

I have read the foregoing Complaint subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.



David M. Smith

Sworn to before me on this
29 day of May, 2019



Notary Public

GEORGIA GEHLING
Notary Public, State of New York
No. 01GE4516544
Qualified in Nassau County
Commission Expires May 31, 2022