

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

SUSANNE GOLD-SMITH,

Plaintiff,

-against-

DANIEL “DAN” RIBACOFF, LANCE RIBACOFF, LISA RIBACOFF, BARBARA RIBACOFF, and INTERNATIONAL INVESTIGATIVE GROUP, LTD.,

Defendants.

VERIFIED COMPLAINT

Index No.:

Plaintiff SUSANNE GOLD-SMITH (“Plaintiff” or “Susanne”), by her attorneys, Daniel Szalkiewicz & Associates, P.C., as and for her Verified Complaint, against INTERNATIONAL INVESTIGATIVE GROUP LTD. (“IIG” or “International Investigative Group”), DANIEL “DAN” RIBACOFF, Individually and as Chief Executive Officer of IIG (“Dan”); LANCE RIBACOFF, Individually and as International Operations Manager of IIG (“Lance”), LISA RIBACOFF, Individually and as Director and Manager of IIG (“Lisa”); and BARBARA RIBACOFF, Individually, and as Chief Financial Officer of IIG (“Barbara” and jointly with Dan, Lance, and Lisa, the “Ribacoffs” and with IIG, the “Defendants”) hereby states and alleges, upon information and belief, as follows:

PRELIMINARY STATEMENT

IIG and the Ribacoffs Promote Themselves as World Renowned PIs and Polygraph Experts

1. International Investigative Group, also known as IIG, is a private investigative agency, located in Rockville Centre, NY, and licensed by the State of New York. IIG is owned and operated by Daniel “Dan” Ribacoff, and managed by Lance, Lisa, and Barbara Ribacoff. Dan and Lisa Ribacoff also operate an affiliated company known as Indepth Polygraphs, which

conducts polygraph examinations. The Ribacoffs market IIG as a team of highly trained former law enforcement experts with “a reputable track record of a 99% success rate[.]” In 2017 and 2018, IIG’s team of private investigators included former NYPD detective Yanti “Mike” Greene (“Greene”), former NYPD police officer Tyrone Dux (“Dux”), former Nassau County police officer Saul Roth (“Roth”), retired NYPD police officer Ferdinand “Fred” Caravousanos (“Caravousanos”), and New York State Licensed Private Investigator Richard Custodio (“Custodio”), among others.

2. Dan Ribacoff, IIG’s principal and CEO, promotes himself as one of the nation’s top 15 investigators and has been featured on television series such as *Impractical Jokers*, *The Millionaire Matchmaker*, and *Basketball Wives*. Dan Ribacoff regularly appears on NBC’s *The Steve Wilkos Show*, where he conducts polygraph examinations for Mr. Wilkos’ guests. Lisa Ribacoff is IIG’s Director and Manager and markets herself as a polygraph expert. Lisa Ribacoff has conducted polygraph examinations for Jennifer Lawrence and Melissa McCarthy, among others, has been featured in *Vanity Fair* and *Cosmopolitan* magazines, and has made appearances on television networks such as Fuse TV and NBC. IIG and the Ribacoffs’ standing has attracted prominent, high profile clients, including Gillian Hearst, the granddaughter of Patricia Hearst, and The Church of Scientology.

IIG is Retained to Covertly Surveil Plaintiff for Litigation Purposes

3. In 2016, based mainly on their reputation and attorney recommendations, IIG was retained to conduct covert surveillance of Plaintiff, which included the acquisition of photographic and video evidence for use in ongoing litigation.

4. With no prior experience as the “subject” of an investigation, Plaintiff, who suffers from residual effects of a traumatic brain injury, quickly recognized IIG’s investigators

and began foiling their bumbling efforts to surveil her. One after another, IIG investigators were easily identified and “burned” by Plaintiff, creating frustration and sending IIG into a defensive posture.

5. Prior to 2018, IIG would often relay to their client and his attorneys that they had lost Plaintiff, allegedly due to her considerable “counter-surveillance” capabilities and the insufficient number of investigators assigned to surveil her. According to IIG, this particular subject required more manpower and more hours to effectively surveil her. Soon, up to eight investigators per shift were surveilling Plaintiff, which enabled IIG to justify billing their client hundreds of thousands of dollars monthly.

Despite Increase in Manpower, IIG Investigators Continue Losing Plaintiff

6. Despite the hefty increase in hours and investigators, IIG continued losing Plaintiff, and the Ribacoffs were forced to report to their clients that their team of allegedly highly trained, former NYPD and Nassau County Police Officers were unable to surveil a civilian with a disability.

7. Worried their contract would be terminated, IIG needed a more effective way to prevent Plaintiff from evading them. Ultimately, IIG unilaterally and covertly allowed their investigators to interact with the subject of the investigation, an approach that not only violated their own publicly stated, strict operating policies, but national industry guidelines and standards as well.

8. Almost immediately, IIG and the Ribacoffs began seeing results. The Ribacoffs collectively praised investigators who relayed information gleaned through interaction with Plaintiff, the target of the investigation. At times, such interactions were financially incentivized

by IIG, with Lance Ribacoff directing investigators to “double bill” or “pad” billable hours when presented with potentially and oftentimes tainted “valuable” information.

IIG Encourages and Financially Incentivizes Investigators to Interact with Plaintiff

9. These fraudulent practices facilitated and sanctioned by IIG, led its investigators to engage in grossly inappropriate conduct involving Plaintiff, to improve their standing with IIG and receive financial rewards. Numerous text messages between investigator Yanti Mike Greene and Lance, Lisa, and Dan Ribacoff establish that IIG was aware of ongoing inappropriate contact, took no meaningful action to protect Plaintiff from its investigators or terminate the investigation, and continued to financially reward and encourage such behavior.

10. Eventually, the investigation deteriorated into total chaos. Retired Greenwich CT Police Officer and IIG investigator James Marr (“Marr”) began a sexual relationship with Katuria D’Amato (“D’Amato”), former senator Alfonse D’Amato’s wife, the subject of another IIG investigation, and Plaintiff’s friend at the time. In addition, recovered text messages from Yanti Mike Greene’s iCloud backup revealed that IIG investigators attended strip clubs, used cocaine, frequented prostitutes, slept in their vehicles, and consumed hard liquor on the job – essentially behaving like a bunch of drunken fraternity brothers on spring break - not the professional, trained private investigators that IIG professes to employ and use.

11. With investigators and Plaintiff regularly interacting, an unsafe environment was created. Yanti Mike Greene and other investigators approached Plaintiff and relayed what she already knew: that they were in complete control of the information to be used against her in her matrimonial and custody proceedings, and cooperation with them would determine how and whether the information they gathered would be used.

IIG Investigator's Inappropriate Contact with Plaintiff Leads to Sexual Assaults and Rapes

12. IIG learned of investigator Custodio's inappropriate contact with Plaintiff in December of 2017. Custodio, whose mother had filed a restraining order against him for physical assault, was recorded dining with Plaintiff and the footage was sent to IIG by investigator James Marr. Shortly thereafter, the Ribacoff's were notified that Custodio assisted Plaintiff with her vehicle when he was supposed to be surveilling her. Rather than terminating Custodio for inappropriate conduct, his actions were praised by IIG Manager and Director Lisa Ribacoff since they resulted in Plaintiff becoming a less evasive subject. Despite knowing that a serious line had been crossed, IIG allowed these interactions to persist, took no meaningful action to stop them or him, and days later, Custodio raped Plaintiff inside her Plainview home.

13. Former NYPD detective Yanti Mike Greene played a central role in the investigation and delivered firsthand information to IIG from Plaintiff. In fact, it was Greene who first suggested that IIG investigators interact with the subject and took credit for engineering contact between Custodio and Plaintiff; boasting that he gave Plaintiff to Custodio, rather than taking her for himself. IIG frequently rewarded Greene for such conduct and information by directing him to fraudulently double bill and overbill for his services.

14. In April 2018, while claiming to be interacting with Plaintiff outside her home, Greene stopped responding to IIG for approximately thirty minutes. When Greene finally responded to Lance Ribacoff's frantic text messages, he sent IIG video footage of himself engaged in a sexual act inside his vehicle, while on duty, blocks from Plaintiff's home. During his alleged interaction, Dan Ribacoff continuously texted Greene, emphasizing the importance of recording his encounter with Plaintiff. Despite their awareness of his inappropriate, potentially criminal conduct, IIG rewarded Greene with fraudulent billable hours that evening, took no

meaningful action to terminate him or end the investigation and, as a result, days later, Greene raped Plaintiff in the back of a parking lot near her home.

IIG Fraudulent Billing Extends to Other Cases: Gillian Hearst, Church of Scientology

15. Plaintiff's was not the only case where Greene was directed by the Ribacoffs to bill for fraudulent hours; he was instructed to pad hours, or bill as two investigators, for the Gillian Hearst case, The Church of Scientology, and other IIG clients.

16. Other IIG investigators, including Dux, Roth, and Caravousanos, demonstrated similar conduct and also sexually assaulted the Plaintiff over the course of several months. Recovered text messages demonstrate that IIG was aware of these interactions and allowed them to continue, since they made the investigation easier by reducing the chances of losing the subject and helped justify the inflated invoices IIG sent to their client.

17. In the spring of 2018, IIG learned that Plaintiff planned to bring a civil lawsuit against them for several hundred million dollars. IIG saw the writing on the wall and began taking protective measures, including demanding that investigators destroy incriminating evidence, sign affidavits, and obtain their own insurance coverage.

IIG Sanctions Greene's Plan to Shutdown Lawsuit, Greene then Rapes and Records Plaintiff

18. Desperate to end the upcoming lawsuit Plaintiff planned to file against them, IIG needed a way out and turned to their trusted investigator, Greene. Greene informed the Ribacoffs of his scheme to "shut down" Plaintiff's lawsuit before it began, and Dan Ribacoff quickly gave Greene authorization to proceed. Shortly after IIG sanctioned his plan, Greene raped Plaintiff in the back of a parking lot near her home. The following month, Greene raped Plaintiff again, while she was incapacitated, and this time, recorded the rape with his iPhone.

19. The footage of the rape could be used by Greene and the Ribacoffs to destroy Plaintiff's life and blackmail her into dropping the lawsuit against IIG. In addition, IIG and the investigators knew that any footage which painted Plaintiff in a bad light "could ruin her for sure [and she will] never see her kid[.]"

20. IIG was retained to covertly surveil Plaintiff and report her activities for use in ongoing litigation. IIG allowed their own investigators to interact with the subject, turn a covert investigation into a form of sexual extortion, and abuse Plaintiff, breaking multiple laws in the process. IIG was paid handsomely to professionally and covertly surveil Plaintiff and, while doing so, allowed their own investigators to harm her repeatedly. Had IIG informed their client and his attorneys, intervened, taken swift action against its investigators, and promptly terminated a grossly compromised investigation, Plaintiff would have been spared from the trauma from which she now suffers.

21. Upon learning of Defendants' heinous actions, Plaintiff's husband immediately initiated a lawsuit against IIG and the investigators involved in perpetrating these crimes.

IIG Directs Investigators to Destroy Evidence Related to Their Investigation of Plaintiff

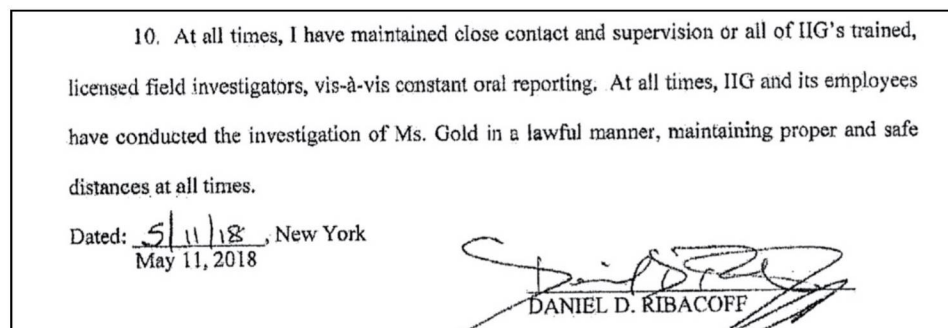
22. According to text messages, during the investigation and after Plaintiff initiated her lawsuit against IIG, IIG directed its investigators and employees to destroy internal communications, text messages, and WhatsApp messages related to Plaintiff's investigation.

23. In May 2020, as a result of Plaintiff's rape allegations, the pending sexual assault lawsuit against him, and in an attempt bolster his false accusations against Plaintiff and conceal his crimes, Greene allegedly destroyed his iPhone and deleted his iCloud backup, containing numerous IIG-related text messages and nonconsensual recordings of Greene raping Plaintiff.

Greene's intentional destruction of critical and potentially incriminating evidence led to a motion to hold him in both criminal and civil contempt, and the court has ordered a hearing.

24. Despite IIG's, the Ribacoffs', and Greene's considerable efforts to destroy critical evidence and conceal their crimes, forensically recovered text messages and internal communications from Greene's remaining iCloud backup demonstrate the fraud, negligence, and knowledge of ongoing inappropriate subject contact, perpetrated and facilitated by IIG and the Ribacoffs, which led to the sexual assaults and other crimes IIG's investigators committed upon Plaintiff.

25. On May 11, 2018, Dan Ribacoff submitted an affidavit in response to a lawsuit Plaintiff filed against IIG in 2018. In the affidavit, Dan Ribacoff swore that he personally maintained close "contact and supervision" of all of IIG's trained licensed, field investigators at "all times" and "conducted the investigation of Ms. Gold in a lawful manner."



26. Despite his sworn statements to the court, recovered text messages contradict Dan Ribacoff's claims, revealing that IIG sanctioned, encouraged, and was aware of their investigators' misconduct, which led to the heinous acts, including rapes and sexual assaults, perpetrated upon Plaintiff. This instant action ensues.

THE PARTIES

1. At all times hereinafter mentioned, Plaintiff was and still is a resident of the County of Nassau, State of New York.
2. At all times hereinafter mentioned, Defendant Dan Ribacoff was and still is, a resident of the County of Nassau, State of New York.
3. At all times hereinafter mentioned, Defendant Dan Ribacoff was and still is the President and Chief Executive Officer of IIG.
4. Upon information and belief, at all times hereinafter mentioned, Defendant Dan Ribacoff was and still is a licensed Private Investigator under Article 7 of the General Business Law.
5. Defendant Dan Ribacoff advertises himself as an “international television personality” and “one of the top 15 investigators in the US[.]” Dan Ribacoff has appeared on television shows including *The Steve Wilkos Show*, *Impractical Jokers*, *The Millionaire Matchmaker*, and *Basketball Wives*.
6. Defendant Dan Ribacoff personally oversaw Plaintiff’s investigation and was actively involved in IIG’s employees’ fraudulent, unethical, and criminal conduct.
7. Defendant Dan Ribacoff is being sued individually and in his capacity as Chief Executive Officer of IIG.
8. Defendant Dan Ribacoff is the husband of Defendant Barbara Ribacoff and the father of Defendants Lance Ribacoff and Lisa Ribacoff.
9. At all times hereinafter mentioned, Defendant Lance Ribacoff was and still is the International Operations Manager of IIG.

10. At all times hereinafter mentioned, Defendant Lance Ribacoff was and still is a resident of the County of Nassau, State of New York.

11. Defendant Lance Ribacoff is the son of Defendants Dan Ribacoff and Barbara Ribacoff and the brother of Defendant Lisa Ribacoff.

12. Defendant Lance Ribacoff personally oversaw the investigation into Plaintiff and was actively involved in IIG's employees' fraudulent, unethical, and criminal conduct.

13. Defendant Lance Ribacoff is being sued individually and in his capacity as International Operations Manager of IIG.

14. Defendant Lisa Ribacoff was and still is the Director and Manager of IIG.

15. At all times hereinafter mentioned, Defendant Lisa Ribacoff was and still is a resident of the County of Nassau, State of New York.

16. Defendant Lisa Ribacoff is the daughter of Defendants Barbara Ribacoff and Dan Ribacoff and the sister of Defendant Lance Ribacoff.

17. Defendant Lisa Ribacoff has performed polygraph examinations for Jennifer Lawrence and Melissa McCarthy on behalf of *Vanity Fair* magazine as well as other celebrities on behalf of Fuse TV.

18. Defendant Lisa Ribacoff personally oversaw the investigation of Plaintiff and was actively involved in IIG's employees' fraudulent, unethical, and criminal conduct.

19. Defendant Lisa Ribacoff is being sued individually and in her capacity as Director and Manager of IIG.

20. Defendant Barbara Ribacoff was and still is the Chief Financial Officer of IIG.

21. At all times hereinafter mentioned, Defendant Barbara Ribacoff was and still is a resident of the County of Nassau, State of New York.

22. Defendant Barbara Ribacoff is the wife of Dan Ribacoff and the mother of Lance Ribacoff and Lisa Ribacoff.

23. Defendant Barbara Ribacoff personally oversaw the investigation of Plaintiff and was actively involved in IIG's employees' fraudulent, unethical, and criminal conduct.

24. Defendant Barbara Ribacoff is being sued individually and in her capacity as Chief Financial Officer of IIG.

25. At all times hereinafter mentioned, Defendant, IIG, was, and still is, a Domestic Corporation organized under and existing by virtue of the laws of the State of New York, with its principal place of business at 55 Maple Avenue, Suite 304 Rockville Centre, County of Nassau, and State of New York.

26. Defendant IIG's website claims the company has been featured on *CNN*, *Inside Edition*, *The Dr. Oz Show*, *Good Day New York*, and the *New York Law Journal*. IIG has also been featured in *The New York Times*, the *Wall Street Journal*, *USA Today*, *Glamour Magazine*, *Cosmopolitan*, *NY Daily News*, *Playboy.com*, and the *Rachel Ray Show*.

STATEMENT OF FACTS RELATING TO ALL CAUSES OF ACTION

I

IIG is Retained to Covertly Surveil Plaintiff for Litigation Purposes and Plaintiff is Immediately Aware of Investigators' Presence

27. In 2016, Defendants were retained to conduct covert or shadow surveillance of Plaintiff.

28. In a typical covert investigation, an investigator or team of investigators is hired to stealthily follow a subject, who should remain unaware that surveillance is taking place.

29. For any reputable investigative firm, the assignment was simple: secretly obtain video and photographic evidence of Plaintiff for use in ongoing legal proceedings.

30. While it is not altogether unusual for a subject to become “suspicious or even cognizant”¹ that he or she is being followed, a prudent investigator and investigative company should know to remove an identified investigator from the investigation and substitute for another, who is unknown by the subject.

31. Plaintiff, a mother of three residing in Plainview, New York was, at the time, going through a difficult divorce. Plaintiff suffered and continues to suffer from the effects of a ruptured Arterial Venous Malformation (“AVM”), a type of brain aneurism which hemorrhaged, forcing her to undergo an 18-hour surgical repair. Plaintiff required intense rehabilitation. The ruptured AVM left Plaintiff with muscle weakness, loss of coordination, memory deficits, and headaches. Plaintiff had no special military training and was and continues to be on disability. IIG and its investigators were aware of Plaintiff’s condition.

32. Conversely, IIG markets itself as a “team of experienced professionals who provide National and International Private Investigations for all corporate, financial, legal, personal and insurance matters.”

33. With up to eight investigators assigned to Plaintiff’s case at any given time, the case was extremely lucrative for IIG, who charged their client \$175/hour plus miles and daily vehicle fees, while paying their investigators only \$50/hour.

34. According to Lisa Ribacoff’s interview with *Cosmopolitan* magazine (annexed hereto as Exhibit “1”), using trained professionals for investigations is preferred because they “have the ability to think first and then act” and because investigators have “training and

¹ According to the written agreement between IIG and their client.

knowledge of the laws such as stalking, harassment, vehicle and traffic laws.” When using an IIG investigator, Lisa Ribacoff boasted, “Should any attempted interaction occur on part of the subject, our operatives are trained to play dumb, do not answer any questions and to immediately walk away and get out of site [sic].”

35. However, IIG failed to adequately vet, train and supervise their employees, resulting in Plaintiff becoming aware of the surveillance and IIG’s investigators almost immediately.

36. In an effort to demonstrate IIG’s inability to covertly follow her, Plaintiff would photograph the investigators and their license plates and post these photos online, around the neighborhood, and in her legal papers; oftentimes she would call the police to report that she was being followed.

37. The Ribacoffs were innately aware that Plaintiff knew she was being investigated as they actively monitored her Facebook account, where she posted images and even names of the investigators. Further, investigators reported to the Ribacoffs that Plaintiff was photographing them and alerted the Ribacoffs whenever they were confronted by the police, who were often called by Plaintiff, her family and friends, or her neighbors.

38. The Ribacoffs were aware that there was significant “infighting” among the investigators, with individual investigators trying to outshine each other by withholding Plaintiff’s whereabouts for themselves, keeping other investigators in the dark, then reporting to IIG that they had miraculously located the Plaintiff. Investigators would also routinely lose Plaintiff and concoct implausible excuses to justify their failures.

39. In December 2017, the rapport among investigators assigned to Plaintiff’s case deteriorated to the point that two of the investigators threatened to fist fight each other in a

parking lot near Plaintiff's home. IIG was made aware of these disputes yet did nothing to address them.

40. Whether it was due to Plaintiff's ability to outsmart the investigators, the investigators' sheer incompetence, or distractions related to infighting, the outcome was the same – IIG would lose Plaintiff regularly prior to 2018. Each time, IIG was forced to report that up to eight trained investigators per shift – many of whom were former police officers – assigned to follow a single civilian, were unable to surveil Plaintiff effectively.

41. Unsurprisingly, after expending significant resources, only for IIG to continually fail to meet their objective, their client's patience was wearing thin.

42. Either due to greed or negligence or both, and despite the Ribacoffs' knowledge that IIG was unable to effectively conduct proper covert surveillance, rather than terminate the investigation, IIG permitted surveillance to continue and encouraged their client to add additional investigators per shift.

43. But even with more investigators, Plaintiff continued evading IIG and foiling their investigation.

II

Defendants Create and Allow to Continue an Unprofessional and Unequal Power Dynamic between its Investigators and Plaintiff

44. An inherently unequal power dynamic always existed between Plaintiff and IIG's investigators.

45. Again, Plaintiff was newly single, living alone, going through a highly contested divorce, suffering from the effects of an AVM repair, and being followed by a team of up to eight investigators tasked with relaying information to IIG which was to be used against her in matrimonial and custody proceedings.

46. Over the course of the investigation, IIG hired approximately thirty investigators to surveil Plaintiff, including former NYPD Police Officers (Greene, Dux, Caravousanos), Nassau County Police Officer (Roth), and New York State Licensed Private Investigator (Custodio).

47. Plaintiff lived in a constant state of fear that something she had done or had failed to do would be relayed by the investigators as evidence against her in the ongoing litigation. Tripping while taking out the garbage may look like a drunken stumble, a late directional indicator could be built into reckless driving, a glass of soda could be called an alcoholic beverage; the possibilities were endless, and any one of them could result in her losing access to her minor child, all of which the investigators were aware.

48. This fear extended not only to her movements, but to the repercussions of reporting the rapes and sexual assaults perpetrated by IIG's investigators upon Plaintiff to law enforcement. For example, investigator Custodio told Plaintiff about his troubled, violent past, and made it clear to her that "when you piss me off, I'm a very scary person," a warning that Plaintiff took to heart and considered carefully throughout the investigation.

49. Further, IIG and the Ribacoffs gave the investigators advance copies of Plaintiff's matrimonial and custody litigation prior to official service, which provided IIG and their operatives with knowledge of allegations being made against Plaintiff, her health conditions, the monetary repercussions of the lawsuit, and other valuable information. But even with this information, prior to 2018, the investigators would lose Plaintiff on a fairly regular basis.

50. By continuing to lose Plaintiff, despite the number of investigators assigned, IIG knew the contract with their client, Plaintiff's husband and his attorneys, was in serious jeopardy

and realized that exploiting control over Plaintiff was necessary to maintain their lucrative income stream.

III

IIG Avoids Termination by Encouraging Investigators to Interact with Subject

51. Desperate and on the verge of termination, the Ribacoffs and IIG negligently allowed and even encouraged their investigators to break one of the cardinal rules of covert private investigation: **never interact with the subject.**

52. In July 2018, Greene and Dan Ribacoff discussed that IIG had “encouraged” investigators to approach and interact with Plaintiff.

7/8/2018 10:44:42 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Go back to December and January
7/8/2018 10:44:49 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	It is unethical and illegal.
7/8/2018 10:44:49 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	It was encouraged
7/8/2018 10:45:15 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	That’s how those guys started chatting w her- and some way before that as I told

53. Defendants’ reason for breaking this rule was motivated by ego, greed, incompetence and laziness. Defendants realized that when their investigators interacted with Plaintiff, Plaintiff was less evasive, and if IIG could avoid losing her, they were more likely to retain the inflated paychecks they had been receiving from their client. After reporting to IIG

that contact was made with Plaintiff, the investigation turned “180” degrees, according to investigator Yanti Mike Greene.

54. Though the Ribacoffs would, occasionally, make token attempts to warn investigators about their interactions with Plaintiff, they acknowledged that interacting with her “helps[,]” were comfortable “hear[ing] half of what goes on[,]” and even gave investigator Greene express authorization to proceed with a scheme to “shut down” a lawsuit Plaintiff was planning to file against IIG. Additionally, text messages demonstrate that investigators who interacted with Plaintiff were rewarded handsomely with double billing and bill padding (see Exhibit “2”).

55. Suddenly, IIG no longer needed to report to their client that they had lost the subject yet again – their investigators knew where Plaintiff was and where she was going, because they were in close contact with her on a regular basis.

56. IIG did not care how it got done, they just cared that their investigators never lost the subject, so IIG didn’t have to report another failure to their client or his attorneys.

57. IIG should have known that the investigation was grossly compromised when Custodio was recorded dining with the Plaintiff in January of 2018, or when Greene advised IIG that he “switched” Plaintiff’s “brain” in December of 2017, or when IIG became aware that their investigators assisted the subject with her vehicle, or when the investigators went from losing the subject regularly to knowing where the subject was going before she even left, and the countless other obvious signs their investigators had crossed the line with Plaintiff. Despite being made aware of all of these interactions and more, IIG took no meaningful action to curtail their investigators’ inappropriate conduct.

58. The Ribacoffs sent wildly inconsistent messages to the investigators concerning their contact with Plaintiff. At times, they would relay that it was against IIG policy to interact with Plaintiff, at other times, they would specifically encourage it, applaud it, and/or financially reward the investigator's actions.

1/13/18, 10:11:14 AM	From: Lance Ribacoff Participants: Yanti Greene Lance Ribacoff, Jim , Andrew Spieler, Richie E meadow, Saul Roth, Ty Dux, Pat, Ray Ramos, Amy, +1 (310) 592-0027	Hi all, First, thank you to everyone for amazing outstanding work on this case. Need to strongly reiterate the following message from Dan: Her attorney advised that the PIs are talking to her and he is going to make a motion to the judge. THIS IS THE LAST WARNING WE ARE GIVING ABOUT SPEAKING WITH THE SUBJECT. ANYONE WHO SPEAKS TO HER WILL BE FIRED INSTANTLY. This is that serious of an issue and cannot be stressed enough

1/13/18, 12:55:28 PM	From: +1 (310) 592-0027 Participants: Yanti Greene Lance Ribacoff, Jim , Andrew Spieler, Richie E meadow, Saul Roth, Ty Dux, Pat, Ray Ramos, Amy, +1 (310) 592-0027	Bottom line. NO talking her. End of story. PIs shouldn't talk to a surveillance subject who is represented. Basic principle. Do it and I can't use you anymore. Ever.

59. Ultimately, IIG did nothing to prevent the contact from occurring and continued to employ and reward their employees for their inappropriate interactions with Plaintiff.

60. As detailed below, both Lance and Dan Ribacoff were aware and encouraged contact between their investigators and Plaintiff.

61. By intentionally turning a blind eye to the downward spiral of the investigation, IIG and the Ribacoffs allowed the subject to be sexually assaulted, raped, and abused by their own investigators.

A. Yanti Mike Greene Plays a Central Role in IIG's Struggling Investigation

62. On August 25, 2017, after nearly a year of routine failures, investigator Yanti Mike Greene suggested to Lance Ribacoff that IIG use an investigator to “befriend” Plaintiff. Though the investigation was supposed to be covert, and the investigators were never to interact with the subject, Lance Ribacoff did not rule out the suggestion, never advised Greene that it was beyond the scope of the investigation and did not admonish him in any way.

8/25/2017 6:38:46 PM	From: Yanti Mike Greene Participants: Yanti Greene Lance Ribacoff	Hey- just a thought. Have we ever considered someone actually engaging her at a restaurant, gym, etc as a ruse? Befriend her. Undercover. In an attempt to establish some long term non romantic situation.
8/25/2017 7:57:08 PM	From: Lance Ribacoff Participants: Yanti Greene Lance Ribacoff)	You volunteering ;)

63. Shortly after that text exchange, the Ribacoffs hired Greene full time to surveil Plaintiff.

64. Greene soon began taking the lead, ingratiating himself with Lance and Dan Ribacoff by providing them with “inside” information from and about other investigators assigned to the case. The Ribacoffs began using Greene to feed his coworkers IIG directives.

65. Some investigators even warned Greene and their co-workers that the Ribacoffs were aware they had crossed the line and were endangering Plaintiff. The sentiment among the

investigators, especially Tyrone Dux, was that it was only a matter of time before the investigation imploded, so it was best to make as much money as possible, as quickly as possible, get the best cars on IIG's client's dime, and protect themselves from the inevitable lawsuit that would eventually come.

11/21/2017 7:29:23 PM(UTC-5)	From: +15163842345 Ty - lance To: To: +15162334933 Nelson-Lance To: +16313274206 To: +15165034297 Cliff-Lance	I really don't care Saul got pulled in by state police in Hamptons Hotel in NYC Yesterday this crap I don't give a fuc Iigpi is a one man celebrity wanna be operation ! Cover your ass stay away less said on text to them is best said ! Write the story chapter by chapter

11/21/2017 7:32:06 PM(UTC-5)	From: +15163842345 Ty - lance To: To: +15162334933 Nelson-Lance To: +16313274206 To: +15165034297 Cliff-Lance	💰💰💰that's it I got Range Rover last time this time new infinity What more must we all be reminded When this women crashes and dies and your on her phone and camera just like the fraternity in colleges your going down trust me

11/22/2017 6:08:24 PM	From: Tyrone Ty Dux - lance To: Yanti Mike Greene To: +15162334933 Nelson-Lance To: +15165034297 Cliff-Lance	Everyone I am sorry for being so rude I have done this case for two years ! The subject and her car are out only concern any other cars are just people she had contact with ! One is the police chief the other white Surv is her friend and child if u follow that car and cause that person to crash you face major consequences! Let's try to just copy and 10-4 all there stupid request without the constant bullshit ! We are here to all make money ! This is major harassment when the day comes its all of or license gun security and PI that are in jeopardy

11/22/2017 6:26:47 PM(UTC-5)	From: +15165034297 Cliff-Lance To: To: +15162334933 Nelson-Lance To: +15163842345 Ty - lance	Obviously you can see Lisa in the office doesn't give two shits if we get confrontations or chased. Legal right to the next step of warring about her going to karaoke without even worrying whatever the liability of us
11/22/2017 6:28:11 PM(UTC-5)	From: +15162334933 Nelson- Lance To: To: +15163842345 Ty - lance To: +15165034297 Cliff-Lance	Let me tell you, shit got real in there for a moment... if I would've made a uturn or tried to back up I would've been fucked
11/22/2017 6:28:19 PM(UTC-5)	From: +15163842345 Ty - lance To: To: +15162334933 Nelson-Lance To: +15165034297 Cliff-Lance	Guys again sorry just looking out for us !!! All they care about is the money and so should we

11/22/2017 6:28:45 PM(UTC-5)	From: +15163842345 Ty - lance To: To: +15162334933 Nelson-Lance To: +15165034297 Cliff-Lance	This is professional harassment

66. As the investigators accurately predicted, on December 23, 2017, Plaintiff was endangered when Custodio aggressively followed her at IIG's direction, and nearly collided with Plaintiff as she drove to a restaurant in Oyster Bay, New York.

67. Immediately following their near-miss, Plaintiff pulled her car to the side of the road and sobbed within sight of several investigators, including Custodio and Greene.

68. Around the same time, on December 24, 2017, Lance and Dan Ribacoff were made aware that the investigators were at a breaking point. Roth called Dan Ribacoff to

complain about “fucken lisa backstabbing” him and threatened to walk off the job. Lance and Lisa Ribacoff were informed by Greene that “several of us are ready to fist fight Nelson and maybe Ray and Ty as well.”

69. Upon information and belief, realizing the case was out of control, Lance Ribacoff provided Greene with legal papers to serve Plaintiff, took Greene up on his earlier suggestion, and directed him to engage with Plaintiff.

70. The next day, on December 25, 2017, Lance Ribacoff directed Greene to serve Plaintiff with papers, then rewarded him with \$500.00 for his “amazing work[.]”

B. Greene Interacts with Plaintiff and Changes the Course of the Investigation

71. At Dan and Lance Ribacoff’s direction, Greene broke the cardinal rule of covert investigation and approached Plaintiff. Greene first served Plaintiff with court papers then engaged her in conversation, informing Plaintiff that she had no choice but to accept the investigators’ presence and the surveillance. Greene suggested that they could both benefit if Plaintiff stopped resisting them. Greene told Plaintiff the more compliant she was, the more “protected” she would be in terms of what her opposing counsel received from Greene and the others.

72. Later, Greene bragged to Lance Ribacoff about his success in serving Plaintiff and how the investigation would be far easier for IIG because of his interactions with her.

12/25/2017 10:20:40 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Amazing work brother! And as per myself and dan, please keep the extra \$500 👊

12/25/2017 11:07:13 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Do you have the papers to serve her?
12/25/2017 11:15:41 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Yes indeed
12/26/2017 2:01:23 AM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	<p>Brother- it was SO SO SO much easier, smoother, less stress and more tactfully and intelligently done without Ray or Nelson or Ty "leading". Truly.</p> <p>We all worked as a team, no Prima donnas, no bitching, no pussies afraid of cops or her or her friends or staying on her or serving her. No attitudes, no smart ass stuff, no disappearing, full communication, etc.</p> <p>I directed the show but in a manner where guys want to listen and collaborate w ideas, strategies, etc w out divisiveness, etc.</p>
12/26/2017 2:02:14 AM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	It was great. Had any one of those three been running it/ we would've lost her as we always do w them running it.
12/26/2017 2:02:45 AM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	<p>👍😊</p> <p>Appreciate all and the amazing effort and actually "giving a shit"</p>

12/26/2017 2:03:07 AM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Definitely will be having a convo with a few certain individuals
12/26/2017 2:06:54 AM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Yes indeed. Thanks. You know how many times when cops come they flee and we lose her. Service- they all said they would not serve her these papers. We were all calm. Normal would be ty or Nelson or ray screaming to "get out of there she's calling cops!" - "Back off!" " etc- - literally screaming. Tonight there wasn't one scream. We were all stress free, not scared, and smart.

73. On February 4, 2018, in a conversation with Lisa, Lance, and Dan Ribacoff, Greene boasted that his December 2017 conversation with Plaintiff effectively changed the course of the investigation “180 degrees.” Dan Ribacoff called Greene “AMAZING,” demonstrating IIG’s approval of Greene’s conduct, which further encouraged investigator interaction with Plaintiff.

74. Later that month and according to recovered text messages, IIG Investigator Ramos forwarded a video of Greene interacting with Plaintiff to IIG. As a result of that video, IIG was again made aware of the continuing ongoing interaction between Greene and Plaintiff but again took no action to terminate Greene or the investigation at that time.

75. Suddenly, Plaintiff was no longer actively attempting to evade IIG’s investigators and she became much more cooperative, as Greene predicted.

76. On December 27, 2017, Custodio informed Lisa Ribacoff that Plaintiff “said hi to me and offered to take pictures for me lol,” referencing the surveillance photos he was required to take of her. Rather than take action against Custodio for his inappropriate contact or even replacing him with a new investigator, Lisa Ribacoff merely responded to his text message with several emojis: “LMFAO 🤣🤣🤣🤣🤣” further sanctioning and indeed encouraging contact with Plaintiff.

77. On December 28, 2017, Greene confirmed via text to Lance Ribacoff that his ongoing interaction with Plaintiff was working very well for the investigation:

12/28/2017 10:58:10 AM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	I see all has been seemingly good since "the squashing of our beef" the other night and my chat w her and her mom?? - as long as guys give her room she's not going to drive crazy etc anymore.
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78. Later that morning, Plaintiff provided Custodio with advance notice of her schedule for that day. Greene quickly took credit and informed IIG that Custodio had Plaintiff's schedule, then sent a text to Custodio, relaying how pleased IIG was by stating “Dan and lance and lisa GREATLY APPRECIATED” receiving the information.

79. Privately, Lisa Ribacoff contacted Custodio and applauded him for his “dedication” by stating that IIG is “so unbelievably grateful for [his] dedication day in and day out” and that he is “not only meeting the expectations but exceeding them.” The text, which endorsed investigator interaction with Plaintiff on IIG’s behalf, was shared among several of the investigators.

12/28/2017, 1:20 PM	From: Lisa - Iigpi	Hey. Can you send me the details of what she told you in the store? Just
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		wanna have something to work off of.
12/28/2017, 1:22 PM	From: Lisa - Iigpi	I'm on the train right now so I can't speak so fluidly but you're absolutely killing it on this. We are so unbelievably grateful for your dedication day in and day out on this.
12/28/2017, 1:36 PM	From: rcinvestigation2	Thank you but I'm just doing my job.
12/28/2017, 1:36 PM	From: Lisa - Iigpi	I know but you're not only meeting the expectations but exceeding them :)

80. During this time, Lance Ribacoff and Greene openly discussed the strategy behind Custodio's interactions with Plaintiff, with Greene boasting to Lance that he "set it up" and "switched [Plaintiff's] brain to we are the good guys," that Plaintiff "is a lonely older woman" and "likes the younger male attention." Lance Ribacoff responded that he "trust[s] Greene's judgment" and, while speaking with Plaintiff should generally be avoided, he understood "it helps" the investigation.

12/29/2017 1:31:57 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	All almost a little too good to be true lol. Has to be a catch to this
12/29/2017 1:33:59 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	I'm letting Rich ride this in his glory. But I set it up. I tell ya. With my detective cap on- I think it's legit. I feel it's legit. I think she is lonely- she likes the younger male attention. And I've switched her brain to we are the good guys and if we saw something happen to her while out here we would of course help her (car crash, robbery, ...).

12/29/2017 1:34:15 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	I could be wrong. But that's what I feel.
12/29/2017 1:34:49 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	I trust your judgement. Lets see haha. Such a unique situation lol
12/29/2017 1:36:53 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Thank you. Yes. I think Rich is probably good looking to an older and horny and lonely woman. He's a type she could probably never meet on her own, etc. Just talking to him or seeing him or being near his presence must feel good to her.

81. Greene's text conversation with Lance Ribacoff confirm the allegations Plaintiff made in her case against Greene and the individual investigators: that Greene approached her in December 2017 and told her that since there was nothing she could do to end the investigation, she should change the way she perceived the investigators, and look upon them as her protectors or bodyguards.

82. During a conversation with investigators Roth and Custodio, Greene boasted of his leadership abilities and his generosity in gifting Plaintiff to Custodio, pointing out that, if he wanted to, Greene could have "taken" Plaintiff for himself, reiterating the control he had established over Plaintiff.

1/12/2018 11:19:50 AM(UTC-5)	From: To: +15164510802 Rich-lance To: +15168359064 Saul-lance	You can lead w out it appearing as though you are leading
1/12/2018 11:20:10 AM(UTC-5)	From: To: +15164510802 Rich-lance	I mean I could've kept on and taken her for myself right

	To: +15168359064 Saul-lance	
1/12/2018 11:20:22 AM(UTC-5)	From: To: +15164510802 Rich-lance To: +15168359064 Saul-lance	But I chose you as the young buck

C. IIG Gains Direct Knowledge that Inappropriate Interaction is Occurring with Plaintiff, Does Nothing to Stop It or Terminate the Investigation

83. On July 8, 2018, Dan Ribacoff confirmed during a text chat he had authorized interaction with Plaintiff prior to her filing a lawsuit against IIG.

7/8/2018 10:44:38 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Once litigation started all contact was told to cease.
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84. This particular text message highlights Dan Ribacoff's primary concern: IIG's own liability in the lawsuit filed against them, not the integrity of the investigation itself.

Information Shared with IIG on January 1, 2018 Demonstrate Extended Interaction between Greene and Plaintiff

85. In the early morning hours of January 1, 2018, Greene told Lance Ribacoff exceptionally private information from Plaintiff, that any rational person would recognize as knowledge which could only have come from extended one on one conversation. Greene relayed to Lance Ribacoff intimate details regarding the difficulties of Plaintiff's pregnancies and informed him that it was Plaintiff's friend who had called the police believing an investigator was chasing them with a gun.

Custodio is Recorded Dining with Plaintiff and IIG is Notified by Investigator James Marr

86. On January 5, 2018, soon after Plaintiff nearly collided with Custodio while driving, she traveled to the Walt Witman Mall in Huntington, New York. While there, Custodio and Roth followed Plaintiff through the mall; outside, several other investigators remained parked near Plaintiff's car.

87. While inside the mall, Custodio requested that Plaintiff have lunch with him alone; rather than angering Custodio, Plaintiff complied.

88. IIG investigator James Marr recorded video of Custodio dining with Plaintiff and posted it on the "main thread" message chain created by IIG. The main thread was used for sharing information about Plaintiff's movement, videos and photographs, updates about who Plaintiff was with, what she was doing, and whether she had shared any information with the investigators.

89. Greene promptly brought that video to Lance Ribacoff's attention and warned IIG that Custodio had gotten "far too close" to Plaintiff.

90. Despite clear video evidence that Custodio was interacting with Plaintiff, IIG took no action to terminate Custodio, who continued surveilling Plaintiff and interacting with her.

1/5/2018 2:16:12 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Lord- I will say just talk to Rich- after you look at the video James just posted- James doesn't know what rich looks like
1/5/2018 2:16:34 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	The guy has gotten too close to her obviously Far too close
1/5/2018 2:16:49 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Far too close

1/5/2018 2:16:49 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	wow
1/5/2018 2:17:08 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	yeah big time fuck yp
1/5/2018 2:17:58 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Ugh-
1/5/2018 2:18:22 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	i just hammered him

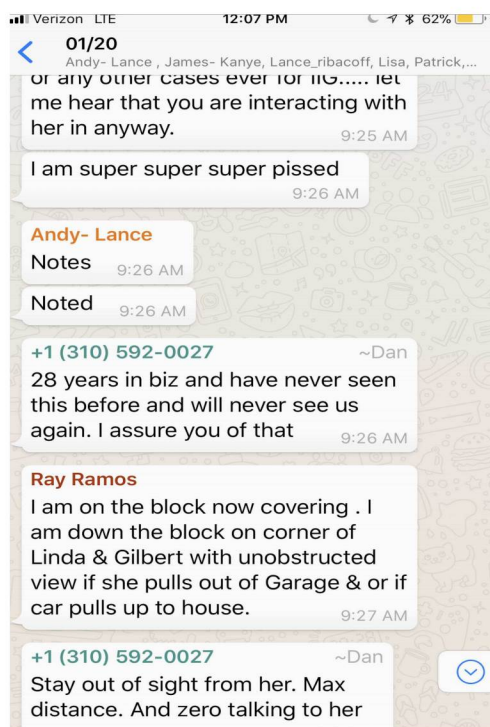
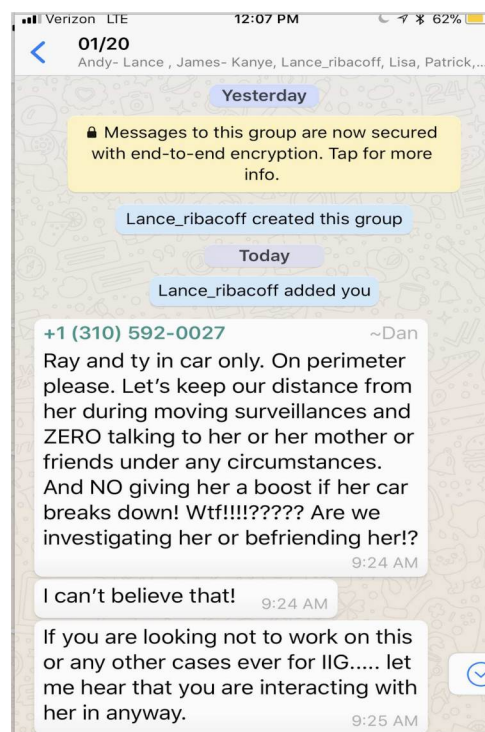
Custodio and Other Investigators Assist Plaintiff with Her Vehicle During Surveillance

91. On January 7, 2018, Greene informed Lance Ribacoff that Plaintiff approached investigators to request a “jump” and they “offered cables.” Greene then specifically told Lance Ribacoff that Custodio assisted Plaintiff for a “few minutes” before Greene joined them to “listen[] for details of anything coming from her.” Lance Ribacoff, pleased with the information, rewarded Greene with padded billable hours by directing him to “break at 9 and put end time as whenever we end.”

1/7/2018 7:17:51 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	She did ask for jump -
1/7/2018 7:18:23 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Copy What did u say

1/7/2018 7:19:08 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	They offered cables - it didn't work -
1/7/2018 7:35:08 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	*She walked over to ray and rich in the mall- asked for cables- they volunteered pats cables in his car- Rich came out - her a bit after- they tried to jump it. I walked over a few minutes later - I was listening for details of anything coming from her. I went back to my car- the jump apparently failed- they went back in the mall- then car service soon after
1/7/2018 8:30:47 PM(UTC-5)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	10-4 And you can break at 9 and put end time as whenever we end

92. Weeks later, after IIG had already gained knowledge of this incident, Dan Ribacoff informed the investigators that there was to be “ZERO talking to her or her mother or friends under any circumstances. And NO giving her a boost if her car breaks down! Wtf!!!!???? Are we investigating her or befriending her?”



93. Despite acknowledging that extreme inappropriate conduct had occurred between several investigators - including Custodio - and the subject, Dan Ribacoff did not terminate a

single one of the investigators, suspend the investigation, or replace the burned investigators with new investigators who were unknown to Plaintiff.

Greene Informs IIG that Plaintiff Intends to File a Lawsuit Against Them

94. On January 17, 2018, Greene informed Lance Ribacoff that Plaintiff was aware that IIG was the name of the company hired to surveil her and that investigator Dux suggested to Plaintiff that she sue IIG for harassment.

1/17/2018 6:58:46 PM(UTC-5)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Okay- here we go again. Here's what I have so far for today w regard to her talking and feeding info. It seems to me our double agent is Ty. Playing both sides of the field. Why? Throughout this case (year and a half or so that I've been on and off of it) he always says to all of us, "I'm not recording her daughter. No kids! What if that was your kid? ... What we are doing now is harassment. She should call the cops...I think we are going to far... " Sue says something everyday to at least one or few of us, either through her car window or on foot if we are in a spot she is in. Add what I mentioned the other day, that a few guys have Sue and her Moms cell numbers and have called them in the past. Today, she (Sue) said to me, in no particular order- "I know you can't talk to me but Ty is like a father figure to me. He suggested I end this by suing IIG. I'm not going after any of you personally, but within the next week or two I'm suing the company. " been going to his (New atty) office lately. My new atty is a shark...
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95. Upon learning this information, IIG scheduled Greene for a polygraph examination on January 18, 2018.

IIG Investigator Richard Custodio Confirms he Slept Inside the Subject's Home

96. Greene had firsthand knowledge that he and other private investigators were interacting with Plaintiff; he also had firsthand knowledge that on January 9, 2018, Custodio slept inside Plaintiff's home and requested assistance from Greene on how best to exit her home without being detected by other IIG investigators. Upon information and belief, Custodio informed Greene that he engaged in sexual intercourse with Plaintiff while inside her home.

1/9/2018 7:01:36 AM(UTC-5)	From: +15164510802 Rich-lance To:	Call me
1/9/2018 7:03:39 AM(UTC-5)	From: To: +15164510802 Rich-lance	Starting later
1/9/2018 7:03:42 AM(UTC-5)	From: To: +15164510802 Rich-lance	Ears around me
1/9/2018 7:04:11 AM(UTC-5)	From: +15164510802 Rich-lance To:	I'm fucked lol
1/9/2018 7:04:14 AM(UTC-5)	From: To: +15164510802 Rich-lance	What is the ole deal
1/9/2018 7:04:24 AM(UTC-5)	From: To: +15164510802 Rich-lance	Why?
1/9/2018 7:04:30 AM(UTC-5)	From: +15164510802 Rich-lance To:	I'm trapped
1/9/2018 7:04:49 AM(UTC-5)	From: +15164510802 Rich-lance To:	Hint
1/9/2018 7:08:28 AM(UTC-5)	From: To: +15164510802 Rich-lance	Ah- give me 20 minutes - I'll buzz ya

97. Later that same day, Custodio stated to Greene via text "Never again bro" and "I want to keep making money and this shit going get me in trouble. So I'm going to start backing off lol" then thanked Greene for his assistance in exiting Plaintiff's home by replying "Thanks for having my back bro."

98. Dan Ribacoff markets himself as a renowned polygraph expert.

99. Upon information and belief, the various polygraphs conducted by Dan or Lisa Ribacoff revealed that inappropriate conduct was occurring regularly during the investigation, and Defendants took no action to ensure that the conduct stopped or that the investigation was terminated.

100. Upon information and belief, IIG did not polygraph Custodio and never terminated him in January, 2018. Instead, Custodio stopped responding to IIG's messages for a several weeks until the matter blew over.

101. Upon information and belief, Custodio continued working for IIG until June of 2018.

IIG Becomes Aware of Contact Between Investigators Roth, Dux, and the Subject

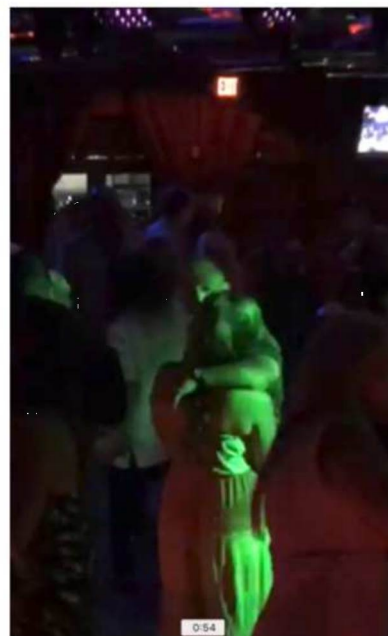
102. In March of 2018, further demonstrating that IIG was aware their investigators were getting too close to the subject and could not be trusted to relay their whereabouts, Defendants required investigators to install a phone app designed to transmit GPS coordinates. Defendants' directive threw the investigators into a panic, as it would allow IIG to track their investigators' movements in real time.

103. Several investigators refused to install the app – an act of defiance which should have given IIG ample reason to question what those particular investigators were attempting to hide. Ultimately, investigators either turned off their phones or simply deleted the app whenever they did not want IIG to know their whereabouts - actions which should have also raised red flags to IIG.

104. One investigator, Roth, would leave his mic on, allowing the Ribacoffs and other investigators to listen in on his private conversations for minutes on end.

105. On July 9, 2018, investigator James Marr confirmed that Roth sexually assaulted Plaintiff by kissing her in front of another investigator, while on duty the previous evening.

7/9/2018 12:30:01 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	Mess night before drunk, kissing her in front of new guy then yesterday at mall talking to her open mic
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IIG Investigator Saul Roth Sexually Assaulting Plaintiff on July 8, 2018

106. On March 23, 2018, Plaintiff and Katuria D'Amato drove to Mohegan Sun in Connecticut for a weekend trip. Greene notified Lance Ribacoff that it "was to be Sue and Tys weekend," which prompted Lisa Ribacoff to instruct Greene to share a room with investigator Tyrone Dux, to keep an "eye on him for us" and ensure that Dux acted appropriately around Plaintiff. Later in the evening, Ribacoff changed her instructions and directed Greene to make sure Dux left the resort and didn't sneak into Plaintiff's hotel room.

3/23/2018 7:02:54 PM(UTC-4)	From: +15163141089 Lisa Ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	I have a room under you on the 9th floor. You're going to be rooming with Ty bc I know you'll keep an eye on him for us.

3/24/2018 12:06:18 AM(UTC-4)	From: +15163141089 Lisa Ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	Btw, you have your own room. Ty is not staying over. It's under your name. We need to just keep an eye on her door and that when he says he's leaving he leaves

107. Following the weekend at Mohegan Sun, Lisa Ribacoff confided in Greene that she stopped adding Tyrone Dux to the schedule to surveil Plaintiff but was overruled by Lance and Dan Ribacoff.

4/29/2018 11:55:19 AM(UTC-4)	From: +15163141089 Lisa Ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	<p>Btw you and me, I wanted him gone after he pulled that shit at Mohegan. I never even added him to the availability text. Lance and my father made me put him on the schedule. I won't even acknowledge him breaking off</p> <p>I have a huge issue with deception and being lied to</p>
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108. At this point, Lisa Ribacoff was clearly aware that Dux had been inappropriately interacting with Plaintiff, and IIG should have discontinued the investigation or, at the very least, terminated Dux. Despite the warning signs, in May 2018, several weeks after the Mohegan Sun trip, Dux sexually assaulted Plaintiff while surveilling her at a restaurant in Jericho, New York.

Dan Ribacoff Authorizes Greene's Plan to Stop Lawsuit Against IIG, Greene Rapes Plaintiff Twice and Records Her Intimate Body Parts Several Weeks Later

109. On March 31, 2018, Greene sent private messages to Dan, Lisa, and Lance Ribacoff regarding a lawsuit Plaintiff planned to file against IIG. The gist of each message was the same: "If I have an opportunity to shut this lawsuit down, do you want me to go for it? I have my ways to get things done when truly needed[.]" "I won't even tell you how etc[.]" and "let me see if I can conjure up this magic[.]" In a conversation with Lisa Ribacoff, Greene confirmed that her father, Dan Ribacoff, gave him "the green light" to proceed with his plan.

3/31/2018 6:26:56 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	Plan in motion to stop lawsuit as well
3/31/2018 6:30:51 PM(UTC-4)	From: +15163141089 Lisa Ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	To stop lawsuit??
3/31/2018 6:32:53 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	Yes 😊
3/31/2018 6:33:17 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	Unspoken plan but your dad gave the green light
3/31/2018 6:33:57 PM(UTC-4)	From: +15163141089 Lisa Ribacoff Participants: mikelwry@aol.com Yanti	Ahhhh got it.

	Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	
3/31/2018 6:34:08 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15163141089 Lisa Ribacoff, +13477120743 (owner)	😊

110. The same day, Greene regaled Lance Ribacoff with alleged tales of his father's alleged career as the director of the CIA's "clandestine operations" department and Greene's own attendance at "spy" school. During that conversation Lance Ribacoff confirmed his desire to "prevent" Plaintiff's lawsuit and directed Greene to speak with his father, Dan Ribacoff, about his plan.

3/31/2018 4:08:19 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	So- only my Mom knows the following: My biological dad was a career CIA guy- got up to the Director of Clandestine Ops level. Separate from that- The NYPD post 9/11/01 brought in a few CIA guys. The NYPD trained a few Detectives- went to "the farm"- the CIA spy School. Only one of "us" was outted as having gone though. 10 of "us" went though.
3/31/2018 4:08:31 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Moving along, 😊

3/31/2018 4:08:56 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	If I have an opportunity to shut this lawsuit down, do you want me to go for it?
3/31/2018 4:09:20 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	I have my ways to get things done when truly needed
3/31/2018 4:09:40 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Speak to dan on that one pls
3/31/2018 4:09:48 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Obviously think we'd want to prevent it
3/31/2018 4:10:06 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	CIA 🤔
3/31/2018 4:10:12 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	That's awesome!!

111. Immediately after texting Lance Ribacoff, Greene contacted Dan Ribacoff requesting his approval to “shut this lawsuit down,” with Dan Ribacoff replying “of course.”

3/31/2018 4:59:27 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Shalom in the home-
3/31/2018 4:59:30 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	So- only my Mom knows the following: My biological dad was a career CIA guy- got up to the Director of Clandestine Ops level. Separate from that- The NYPD post 9/11/01 brought in a few CIA guys. The NYPD trained a few Detectives- went to “the farm”- the CIA spy School. Only one of “us” was outted as having gone though. 10 of “us” went though.
3/31/2018 5:00:18 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	👁👁
3/31/2018 5:00:21 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Moving along ;)
3/31/2018 5:00:23 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	If I have an opportunity to shut this lawsuit down, do you want me to go for it?

3/31/2018 5:00:36 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I won't even tell you how etc
3/31/2018 5:00:37 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Of course
3/31/2018 5:02:00 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Okay- give me till Monday/Tues morn . Let me see if I can conjure up this "magic"
3/31/2018 5:02:04 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	👉

112. Several weeks later, on April 22, 2018, while Greene was in the middle of allegedly interacting with Plaintiff, Dan Ribacoff sent Greene frantic text messages emphasizing the importance of recording the subject during interaction. Dan Ribacoff insisted to Greene that he “needs[s] this stuff on tape,” that he “need[s] it badly,” and even offered Greene the use of a “digital recorder.” Greene led IIG to believe that he was unsuccessful in his initial attempt to record Plaintiff with both audio and video, that he thought he had “captured it all” and was “ready to send the prize over” when he realized he had allegedly botched the recording. Always quick to be the hero, Greene assured Dan Ribacoff that he would have his “other” phone “ready on hand” the “next time.”

4/22/2018 10:37:46 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Dude. I need this stuff on tape. Cmon. You know about evidence as a retired DT! 🧑
4/22/2018 10:41:56 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743	Ah I was recording - so I thought

	(owner), +15163152809 DANIEL RIBACOFF	
4/22/2018 10:41:58 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Great stuff
4/22/2018 10:42:26 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I must have hit the record button twice- on and off- I wasn't expecting her to come over to me
4/22/2018 10:42:38 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I fumbled the phone between my legs
4/22/2018 10:42:40 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Well. Haven't had one recording yet.
4/22/2018 10:42:49 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Need it badly!
4/22/2018 10:43:21 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I'm going to use the other phone if there is a next time- have that ready on hand instead of this one
4/22/2018 10:43:46 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I was videotaping it as well- thought I would end up w both audio and video
4/22/2018 10:44:01 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Say hold on. On a call. And hit record. Or I can give you a digital recorder if you want
4/22/2018 10:45:25 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Lance showed me the feature on the other phone- I've now played w it and can work it
4/22/2018 10:45:31 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	That should be perfect
4/22/2018 10:47:30 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Ok. Thanks.

4/22/2018 10:48:11 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Yeah I was pissed - I thought I had it all captured tonight
4/22/2018 10:48:34 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I was ready to send the prize over
4/22/2018 10:50:04 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	No tape. Can't confront anyone. Then it seems like a he said/ he said sour grapes thing.

113. Just six day later, on April 28, 2018, after IIG authorized his plan and Ribacoff emphasized the importance of recording Plaintiff during interaction, Greene raped Plaintiff in the back of a parking lot near her home. The following month, on May 16, 2018, Greene raped Plaintiff again, while she was incapacitated, this time recording the rape with his iPhone.

114. Throughout the course of the investigation, IIG's investigators were assigned to surveil Plaintiff almost daily. During each and every rape and/or sexual assault of Plaintiff, more than one investigator was assigned by IIG to surveil Plaintiff. Incredibly, despite the sheer number of investigators assigned per shift, not a single one of them intervened during any of the rapes or sexual assaults suffered by Plaintiff.

115. Moreover, on the nights of April 28, 2018 and May 16, 2018, although Plaintiff witnessed multiple investigators following her earlier in those evenings, none appeared to be present or intervened while she was raped and recorded by Greene inside his vehicle.

IIG Confirms Their Knowledge that Custodio Slept Inside Plaintiff's Home

116. On April 13, 2018, Greene and Lance Ribacoff discussed Plaintiff's lawsuit against IIG, with Ribacoff specifically confirming his knowledge that Custodio had slept inside Plaintiff's Plainview home.

4/13/2018 5:02:16 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	The guy slept in her bed and house- she was awake and him asleep- if she didn't record him I would be shocked
4/13/2018 5:02:35 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Yeahhhh

117. On May 31, 2018, Dan Ribacoff specifically acknowledged that he was aware that Custodio slept inside Plaintiff's home in January 2018.

5/31/2018 12:47:38 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I mentioned to Lance she said he stayed over etc a long time ago and he had a burner phone- I confronted him on that in text and he backed away from answering directly
5/31/2018 12:47:53 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Fucked us all
5/31/2018 12:47:53 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Yes. That I remember.

118. IIG's willingness to allow its investigators to engage in inappropriate conduct was again demonstrated on April 22, 2018, when Greene informed Lance Ribacoff that he was conversing with Plaintiff and would record their interaction. After learning the two were interacting, Ribacoff repeatedly and frantically attempted to contact Greene for the next 26 minutes but Greene did not respond.

4/22/2018 9:22:45 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Whats going on??
4/22/2018 9:25:54 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Can't be going on this long....just driveway pls, going to cause issues
4/22/2018 9:25:54 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Hello????
4/22/2018 9:32:22 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	Pls driveway If she's still trying to speak to you
4/22/2018 9:37:58 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	??????

4/22/2018 9:44:44 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	?????
4/22/2018 9:44:45 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	???

4/22/2018 9:47:01 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	It doesn't look good

4/22/2018 9:47:19 PM(UTC-4)	From: +15162045640 Lance_ribacoff Participants: mikelwry@aol.com Yanti Greene (owner), +15162045640 Lance_ribacoff, +13477120743 (owner)	active litigation. Can't be doing this

119. Upon information and belief, Greene did not engage in any conversation with Plaintiff at that time, and the interaction that he described, never took place.

120. Although Greene was unreachable for nearly 30 minutes and failed to record his alleged interaction with Plaintiff, he did, in fact, send Lance Ribacoff a recording that he produced inside his vehicle, while on active duty that evening.

121. A review of the video Greene sent to IIG reveals activity in, what appears to be a dark vehicle, where Greene can be heard moaning and engaging in a sexual act.

122. By sending the illicit video, Greene put IIG on notice that, while on duty, he engaged in inappropriate, possibly criminal, sexual conduct inside the same vehicle he used to surveil Plaintiff.

123. Immediately after sending the video, both Dan and Lance Ribacoff spoke with Greene by telephone.

124. Instead of terminating Greene for his inappropriate conduct, or suspending an utterly compromised investigation, Lance Ribacoff rewarded Greene for his efforts that night with fraudulent bill padding and directed him to “slap on extra 2 hours for today[.]” Days later, Greene raped Plaintiff in the back of a parking lot near her home.

Greene Fails Two Polygraph Examinations yet IIG Continued Surveilling Plaintiff

125. In early June of 2018, IIG initiated another round of polygraph examinations. Greene was scheduled to take his on June 6, 2018.

126. Text messages from Greene confirm Lisa Ribacoff administered his polygraph.

6/6/2018 4:21:05 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	That was repeated to all many times. Since when is it ok to interact with the target of a covert surveillance?

6/6/2018 4:26:57 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I reminded Lisa that back in Dec and Jan her and Lance asked us to engage her in convo- it was sanctioned. Then you found out and you dropped the hammer and said if he talks to use okay but us not to engage her. Then I think you said you spoke to counsel and you said no interaction with her at all. - back in Feb/ March

6/6/2018 4:27:49 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I expressed that I didn't think certain agents were adhering to your directions.
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127. Even before formally learning that he failed, taking the polygraph examination itself angered Greene, who told Dan Ribacoff that he was “offended” and “enraged” by the questions, and that Lisa Ribacoff’s “questioning was poor very poor” and blamed his failure on some sort of “breathing” issue. Greene insisted that the polygraph was wrong, and he only failed because Ribacoff had deeply offended him by “assuming [he] was lying[.]”

128. During his text conversation, Greene confirmed that the polygraph questioning related to interaction with the subject and reminded Dan Ribacoff that Lance and Lisa Ribacoff, not only requested, but “sanctioned” the investigator interaction with Plaintiff.

129. Dan Ribacoff acknowledged Lisa’s potentially inaccurate polygraph results and scheduled a second polygraph examination for Greene, writing “Ok. I hear ya. Lisa is a bit gruff I agree. Lacks social skills...We will has[h] it out tmrw. What time?” Dan Ribacoff further detailed his concerns about his daughter’s polygraph abilities.

6/7/2018 1:39:44 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Lance told about that as he heard it. Like I said she lacks social skills. Tried to teach her them but won't learn. So apologize for that profusely. Early is best as this way if we can get things cleared up you can go work if you want to. Up to you. Will also have your checks tmrw. Let me know what your lost wages are and I can have a check cut for those. Tell me what works for you.
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130. On June 12, 2018, when the results of his polygraph were available, Dan Ribacoff informed Greene that he had “failed miserably,” yet again.

6/12/2018 8:30:36 AM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	You failed miserably mike. I pray she doesn't burn you. Nothing more to say to you. I am very disappointed in you. Good luck and be well.
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131. Even after Greene failed two polygraph examination, IIG and Dan Ribacoff chose to continue their sham investigation, which ultimately led to additional sexual assaults.

IV

IIG Attempts to Cover its Tracks After Being Sued by Plaintiff for Harassment

132. As detailed in Paragraph 131, Defendants first learned that Plaintiff planned to sue IIG for harassment on January 17, 2018. In an effort to hide the subject's interaction with their investigators and protect their income stream, IIG intentionally withheld such information from their client and his attorneys.

133. Attempting to defer their own liability, on or about February 15, 2018, the Ribacoffs began pressing Greene and other investigators to purchase their own insurance even though they had been working without it.

134. On or about April 17, 2018, IIG asked their investigators to sign various affidavits concerning the case. On April 22, 2018, Greene wrote to investigators that he had gone to IIG's offices two days before “to sign the affidavit about not having told sue about IIG stuff.” Greene indicated that another investigator, Ramos, had been at the office before him.

135. Finally, upon information and belief, and as supported by text messages between Roth and Greene, IIG directed their investigators to destroy evidence related to Plaintiff's lawsuit and case, including WhatsApp text conversations between themselves and IIG.

136. IIG was aware that WhatsApp and other messaging applications were encrypted, and once deleted, it would be nearly impossible for their client or Plaintiff to recreate their internal communications.

137. On April 3, 2018, Plaintiff filed a Verified Complaint against IIG, the Ribacoffs, and others alleging, among other things, that IIG and the Ribacoffs relentlessly surveilled her, photographed her, and entered her home under false pretenses.

138. In an affidavit submitted in support of a cross motion filed May 30, 2018, Plaintiff introduced a transcript of a telephone conversation she had with Custodio on January 6, 2018.

The transcript – one of several – evidences Custodio's interactions with Plaintiff:

- The investigation "isn't fair to you, and I guess I was just getting angry about it."
- "the bosses [put the camera in]... Yeah, they rent the car, they fucking set up the camera inside and the[n] just park the car."
- "So that's the one thing about my boss is that's how he gets away with a lot of shit. You know that house on fucking Hemlock, the one where...was parked in that driveway, they were greasing that guy's hands."
- When Plaintiff asks "Why do you need seven PIs to follow me to a library?" Custodio responds "My boss is a greedy bastard and he wants [to bill] as much as he can."

139. Lance Ribacoff himself confirmed Plaintiff's credibility. While discussing the validity of Plaintiff's allegations with Ribacoff, Greene wrote that Plaintiff had "been good w not lying" to which Lance Ribacoff responded "yep."

140. IIG and the Ribacoffs should not have been surprised about the contents of the Plaintiff's cross motion, since they had been aware of the interaction for months, and when questioned by their client and his attorneys, they simply referred to Custodio as an individual "rogue agent" and the recorded conversation as a benign "isolated incident." IIG and the

Ribacoffs' deception caused a dangerous and compromised investigation to persist unnecessarily, as their client would have terminated IIG immediately, had he and his attorneys known what was really going on.

141. On July 10, 2018, Greene reached out to Saul Roth and advised him not to delete "the what's app stuff" from the investigation, informing him that Dan Ribacoff "did a sneaky move on [Greene] when [Greene] did that poly...He said everyone had to delete their what's app – as per the client...So I dumb deleted them all there."

7/10/2018 2:57:24 AM(UTC-4)	From: +15168359064 Saul- lance To: +13477120743	i got text of him calling wilkos a arrogant scumbag and dumbass after dwi
7/10/2018 2:57:27 AM(UTC-4)	From: +15168359064 Saul- lance To: +13477120743	text that sue bringing up ncpd does nothing re me influencing them and never told me
7/10/2018 2:57:54 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	Ah good me too w a ton of stuff
7/10/2018 2:58:01 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	Don't delete the what's app stuff
7/10/2018 2:58:05 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	Etc
7/10/2018 2:58:38 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner),	He did a sneaky move on me when I did that poly

	+15168359064 Saul-lance, +13477120743 (owner)	
7/10/2018 2:58:52 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	He said everyone had to delete their what's app- as per the client
7/10/2018 2:59:00 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	So I dumb deleted them all there
7/10/2018 2:59:08 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	Going back to 2 years ago
7/10/2018 3:00:10 AM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	And yes I recall the Wilkos talk after the dwi
7/10/2018 8:19:01 AM(UTC-4)	From: +15168359064 Saul-lance Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	what's on those apps that s incriminating i'll search

142. Although Greene's deletion of relevant evidence for trial occurred at IIG's direction in June of 2018, upon information and belief, Greene would again destroy relevant evidence in 2020, when his phone went missing on the very day he was ordered to surrender it

for forensic imaging, pursuant to a court order in the current action against him. There is a pending motion for contempt against Greene in that action.

143. Though an unknown number of Defendants' messages to Greene and other investigators were deleted, at IIG's direction prior to and during the course of Plaintiff's lawsuit, many were recovered, revealing the extent of IIG's fraud, knowledge, and their troubling endorsement of the investigators' bad acts.

VI

IIG's Incompetence, Negligence, and Fraudulent Billing Extends to Other Clients, Including Gillian Hearst, the Granddaughter of Patricia Hearst, and The Church of Scientology

144. Lack of oversight and lawlessness was pervasive at IIG and permeated to other cases they handled. Investigators often commented that IIG lacked sufficient resources to take on their caseload.

145. IIG was unwilling to let their inability to adequately staff an investigation interfere with accepting a paycheck. For example, if a client requested two investigators for a particular shift and IIG was unable to accommodate that request, they would send a single investigator, like Greene, and Lance Ribacoff would direct Greene to "double bill" or "bill us double...meaning as both agents," giving Greene precise instructions on how best to perpetrate a fraud.

146. As a result of IIG's understaffing, the same investigators who were trailing Plaintiff, were also trailing other IIG subjects including Christian Simonds for Gillian Hearst's custody case in Manhattan, and James Cody Fitzsimmons, between his Manhattan residence and home in Allenhurst, New Jersey, on behalf of his mistress.

147. IIG's investigators were overworked and run dry. As a result, conditions during Plaintiff's investigation deteriorated rapidly, with the investigators acting like a band of drunken fraternity brothers, sleeping in their cars, frequenting strip clubs and prostitutes, snorting cocaine, consuming alcohol on the job, and having sex in vehicles and hotel rooms used for surveillance.

1/28/2018 8:41:51 PM(UTC-5)	From: +15168359064 Saul-lance Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul-lance, +13477120743 (owner)	then i brought some crazy broad to her hotel. not a dancer there prob a pros. talking a mile a minute. did coke in her room. then we had a clinton vs trump debate and thru me out lol

3/9/2018 12:03:22 PM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Inevitably they all want more... big trouble
3/9/2018 12:03:25 PM(UTC-5)	From: +13477120743 To: +12039180301 James-Kanye Marr-	Why I personally think hookers are ok. Get your rocks off- and be done w it.
3/9/2018 12:03:28 PM(UTC-5)	From: +13477120743 To: +12039180301 James-Kanye Marr	No relationship
3/9/2018 12:03:30 PM(UTC-5)	From: +13477120743 To: +12039180301 James-Kanye Marr-	Etc
3/9/2018 12:03:39 PM(UTC-5)	From: +13477120743 To: +12039180301 James-Kanye Marr-	Might even help your relationship
3/9/2018 12:03:44 PM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Yup

2/3/2018 9:25:16 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Sorry bro.. I was tired. Had one lap dance and those babes were in me like flies on shit. Hope you had fun. Dancer I had wanted \$450 to take me downstairs lol

148. Despite all of the investigator hijinks, screw ups, and line crossing, IIG never took a firm stance to reign in their abhorrent conduct. If offending investigators like Tyrone Dux were fired, they were often rehired within days or weeks. In addition to Dux, investigators Nelson and Custodio had also been previously fired by IIG but were later re-hired to surveil Plaintiff.

149. It should be noted that a woman was granted an order of protection against Custodio for physical assault shortly before Plaintiff's investigation began. Despite his background, IIG hired him specifically to surveil Plaintiff.

IIG Investigator James Marr Begins Sexual Relationship with Katuria D'Amato

150. While surveilling Plaintiff, James Marr, another IIG investigator, engaged in an inappropriate sexual relationship with Katuria D'Amato, a friend of Plaintiff's at the time. Katuria D'Amato is the wife of former senator Alfonse D'Amato and was the subject of another IIG investigation.

151. Text messages Marr sent to Greene confirm that his affair with Katuria D'Amato began while Marr was on duty surveilling Plaintiff at a restaurant in Wantagh, NY. While D'Amato and Marr conversed at the bar, D'Amato told Marr, "You ARE gonna Fuck me!!!" and suggested that Marr meet her at "Sues house[.]"

3/9/2018 11:46:41 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	She's a kook
3/9/2018 11:47:02 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	A horny delish kook 🍷
3/9/2018 11:47:10 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Devilish
3/9/2018 11:48:27 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Hey end of the day

3/9/2018 11:48:33 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	It's that tiny hole
3/9/2018 11:48:33 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Always been my Achilles heel lol
3/9/2018 11:48:43 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Kooky
3/9/2018 11:48:47 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Oh man
3/9/2018 11:48:53 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Are freaks
3/9/2018 11:49:13 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	And you can say you had a damatos piece
3/9/2018 11:49:15 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Lol
3/9/2018 11:49:54 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Haha Haha not sure that's braggin material 🤔🤔
3/9/2018 11:50:16 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Haha
3/9/2018 11:50:17 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Obviously he ain't takin care of it
3/9/2018 11:50:36 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	This was the box that was helping this guy make decisions as senator
3/9/2018 11:50:43 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Special box
3/9/2018 11:50:45 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Lol
3/9/2018 11:51:01 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Power
3/9/2018 11:51:09 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Yup
3/9/2018 11:51:29 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Now she's in her older prime

3/9/2018 11:51:37 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Used to fly with Trump on his plane
3/9/2018 11:51:37 AM(UTC-5)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Her box wants to chomp away
3/9/2018 11:52:02 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Mike... you have no idea lol
3/9/2018 11:52:12 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Insatiab!e
3/9/2018 11:52:38 AM(UTC-5)	From: +12039180301 James- Kanye Marr- To: +13477120743	Too old for all that 😊😊😊

152. Text messages also confirm Dan Ribacoff's knowledge of investigator Marr's affair with Katuria D'Amato.

8/20/2018 6:26:24 PM(UTC-4)	From: +13477120743 To: +12039180301 James- Kanye Marr-	You'll be working for her
8/20/2018 6:26:28 PM(UTC-4)	From: +13477120743 To: +12039180301 James- Kanye Marr-	You should
8/20/2018 6:26:43 PM(UTC-4)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Dan already fucked you over telling folks about you
8/20/2018 6:26:44 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	Just got to remind Dan we have an agreement... no threat just leave me be and no problem
8/20/2018 6:26:53 PM(UTC-4)	From: +13477120743 To: +12039180301 James- Kanye Marr-	Do it and no worry
8/20/2018 6:27:45 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	I only care if gets back to wife... then all bets are off
8/20/2018 6:28:17 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	Any one of us could fuck him big time
8/20/2018 6:41:54 PM(UTC-4)	From: +13477120743 To: +12039180301 James- Kanye Marr-	He's an untrustworthy dick
8/20/2018 6:42:53 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	I know. That's what worries me. I made it

		clear... we can be friends only if..
8/20/2018 6:53:47 PM(UTC-4)	From: +13477120743 To: +12039180301 James-Kanye Marr-	Ah no
8/20/2018 6:54:04 PM(UTC-4)	From: +13477120743 To: +12039180301 James-Kanye Marr-	The same way I knew Saul etc would do wrong
8/20/2018 6:55:06 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	He knows I can blow him out of the water .. especially with D on my side. He'd be crazy
8/20/2018 6:55:50 PM(UTC-4)	From: +13477120743 To: +12039180301 James-Kanye Marr-	Dan will be pissed the day he sees you working for her
8/20/2018 6:55:57 PM(UTC-4)	From: +13477120743 To: +12039180301 James-Kanye Marr-	He will be spiteful etc
8/20/2018 6:56:12 PM(UTC-4)	From: +13477120743 To: +12039180301 James-Kanye Marr-	He will do something sneaky 100%
8/20/2018 6:57:38 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	Oh well. We shall have to see

153. Marr's sexual relationship with D'Amato provided IIG with inside information regarding other investigators' conduct and Plaintiff's whereabouts. Defendants were all too eager to accept any information, regardless of where it came from, without asking questions.

154. On June 2, 2018, Marr confirmed that he warned Lance and Lisa Ribacoff about IIG investigator Tyrone Dux's increasing sexual interaction with Plaintiff. Marr expressed concerns that Dux's advances towards Plaintiff would lead to a "bigger storm" than what had occurred with Custodio, a clear reference to Custodio's sexual assault of Plaintiff. During that same conversation, Marr confirmed that Tyrone Dux was witnessed "kissing [Plaintiff] the other night and told her he loved her several times."

6/2/2018 5:13:29 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	When I saw Lisa and lance I told them them Ty should not go back if it starts again. Because he's gonna cause a bigger storm than Rich by far
6/2/2018 5:14:06 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	D told me he was kissing S the other night and told her he loved her several times
6/2/2018 5:14:16 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	Crazy
6/2/2018 5:14:33 PM(UTC-4)	From: +12039180301 James- Kanye Marr- To: +13477120743	For a piece of ass??

155. On March 10, 2018, Greene informed Lance Ribacoff that the “Damato girl is now into feeding James [Marr] info” and D’Amato and Plaintiff would be visiting New York City that day. Greene claimed, “she apparently has the hots for him.” Ribacoff was pleased with the information he was provided and rewarded Greene by instructing him to “double bill from 9pm to midnight on that other case.”

156. Upon information and belief, Marr continued to surveil Plaintiff and provide investigators and Defendants with intimate knowledge regarding Plaintiff that he gained through his sexual relationship with D’Amato.

VIII

IIG’s Termination of Greene Leads to Confrontation Regarding IIG’s Encouragement of Interaction and Knowledge of Inappropriate Behavior Involving Plaintiff, Underlining IIG’s Willful Ignorance, Incompetence, and Hypocrisy

157. Simply put, IIG and the Ribacoffs paid lip service to rules, regulations, industry policies, and the law for the entirety of the investigation. Defendants would simultaneously condemn and reward interaction between investigators and Plaintiff. As Greene and, upon

information and belief, numerous other investigators were consistently financially incentivized to interact with Plaintiff, Defendants' hollow verbal condoning was confusing and never deterred the inappropriate conduct which was occurring on a regular basis.

158. Confirming Defendants' directions to the investigators, Greene repeatedly reminded Dan Ribacoff that in December 2017 and January 2018, IIG encouraged its investigators to engage and interact with Plaintiff, and when they were eventually directed to stop, many investigators did not.

6/6/2018 4:26:57 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I reminded Lisa that back in Dec and Jan her and Lance asked us to engage her in convo- it was sanctioned. Then you found out and you dropped the hammer and said if she talks to us okay but us not to engage her. Then I think you said you spoke to counsel and you said no interaction with her at all.- back in Feb/ March.
6/6/2018 4:27:49 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I expressed that I didn't think certain agents were adhering to your directions.

7/8/2018 10:42:40 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	It was sanctioned the first two months

159. In contrast, on February 4, 2018, Greene pandered for accolades with Lance, Dan, and Lisa Ribacoff, writing among other things "It took me one 30 second convo to change [the investigation] 180 degrees."

2/4/2018 3:58:52 PM(UTC-5)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF, +15162045640 Lance_ribacoff, +15163141089 Lisa Ribacoff	NP- these are some truly two faced, pussy, lying guys. Worse I've seen ever. --I deal w them and put on my best face. They had this woman going nuts in chases etc for three years. It took me one 30 second convo to change that 180 degrees. Safer and better for all of us. Before that, I was just blindly following their lead until I realized they weren't leaders and were full of it.
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160. In response to Greene, Dan Ribacoff sent emojis “” and Lance Ribacoff wrote “thank you thank you[.]”

IIG Changes Their Tune, Denies Encouraging Investigators to Interact with Plaintiff

161. When faced with liability for greenlighting and ignoring inappropriate conduct with Plaintiff, the Ribacoffs changed their tune and used Greene as a scapegoat for their own bad acts.

7/8/2018 10:41:05 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	The principle was NEVER talk the subject. That was the principle.
7/8/2018 10:41:16 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I was the first guy to work every holiday – stepped up- every time –
7/8/2018 10:41:41 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	You forget when she first stattted talking to us in December and January that you guys encouraged it

7/8/2018 10:41:43 PM(UTC-4)	From: +15163152809 DANIEL RIBACOFF Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Even sail said you started talking to her to so she would t run from us. I have this from Saul and 63ichard.
7/8/2018 10:41:53 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Not until February did you start saying don't talk to her
7/8/2018 10:42:04 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	So all of those guys already were talking to her

162. Dan Ribacoff's denials sharply contrast with past praise and actions from the Ribacoffs when information from Plaintiff was brought to them by their investigators.

163. Greene informed Dan Ribacoff repeatedly that he had been reporting investigator interaction with Plaintiff for months.

5/31/2018 12:55:36 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	I told Lance throughout - it sounded like there were a few burner phones out there, including Rich. No proof. But from her words out the window.

6/6/2018 4:17:36 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	Ah not me at all. I want to bust out laughing at that- truly. Truly. -- other agents accusing me. Whoever they are have got to be kidding. And I would love to confront them face to face in office. Remember the last time I told ya Ty was the leak? You said I needed proof on audio or video. I couldn't get that though. But I voiced my

		concerns since last year.

6/6/2018 11:42:38 PM(UTC-4)	From: +13477120743 (owner) Participants: +13477120743 (owner), +15163152809 DANIEL RIBACOFF	And I was the guy who told ya about Ty and Rich as well- for months

164. One investigator, Alex Brener, was surprised that IIG was suddenly displeased that investigators were interacting with Plaintiff, writing on June 6, 2018 “I was under impression that they knew about inside info coming in[.]”

165. Defendants not only condoned inappropriate behavior with the Plaintiff, they facilitated it, and when a lawsuit was brought against them as a result, they had no issue firing the scapegoats who carried out their own directives.

166. IIG’s investigators even discussed the possibility that Dan and Lisa Ribacoff “had a personal vendetta against” Plaintiff.

7/29/2018 4:08:39 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	What will you say if they ask if dan and Lisa seemed like they had a personal vendetta against sue?
7/29/2018 4:08:41 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	Exactly
7/29/2018 4:08:44 PM(UTC-4)	From: +13477120743 (owner) Participants: mikelwry@aol.com Yanti Greene (owner), +15168359064 Saul- lance, +13477120743 (owner)	Dan will be fucked

IX**IIG Violated Strict No Contact Polices Regarding the Subject and Engaged in Numerous Acts of Negligence, Deception, and Fraud**

167. IIG, an agency licensed by the State of New York, was retained to covertly surveil and report Plaintiff's activities. Text messages between the Ribacoffs and their investigators conclusively establish that IIG was aware that its investigators crossed the line with Plaintiff. IIG and the Ribacoffs incentivized their investigators' actions through encouragement and financial rewards. Defendants' condoning of such behavior had devastating consequences for Plaintiff, the subject of the investigation.

168. IIG took no meaningful action to put an end to the improper conduct of their investigators; they did not terminate or suspend the investigation; they did not fire the investigators; they did not report the investigators' actions to the proper authorities; and they did not alert their client or his attorney that inappropriate conduct was occurring.

169. As a result of Defendants' willful ignorance and endorsement of their investigators' actions, two investigators raped Plaintiff, and several others were allowed to sexually assault her. Defendants could have and should have intervened to save Plaintiff from the bad acts of their investigators; instead, they permitted crimes to occur first, so they could line their own pockets, and second, so as to avoid liability from Plaintiff's civil suit against them. Defendants' willful disregard for the safety of the subject during an investigation is unacceptable and should not be tolerated.

170. IIG vowed to uphold all laws while surveilling Plaintiff but chose to look the other way when their investigators broke them. Defendants allowed their investigators to abuse the powers associated with their private investigation licenses and exploit the subject of an investigation. Numerous, egregious, repeated violations of local state and federal laws,

professional conduct, and licensing regulations, demonstrate that IIG is a danger to their clients, their investigative subjects, and the community at large, and should not be operating as a state licensed private investigative entity.

171. IIG and the Ribacoffs illegally withheld their investigators' inappropriate and criminal conduct regarding Plaintiff from their client and his attorneys, who, if made aware, would have promptly terminated IIG.

172. As a result of Defendants' bad acts, Plaintiff has been harmed in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

173. The repeated sexual assaults and rapes she suffered as a result of Defendants' and their investigators actions have had a lasting effect on Plaintiff's emotional and physical wellbeing.

174. The trauma Plaintiff endured, at the hands of IIG, the Ribacoffs, and their investigators, has caused additional and extreme stress which has, among other affects, exacerbated the symptoms of Plaintiff's AVM.

AS AND FOR A FIRST CAUSE OF ACTION
(NEGLIGENT SUPERVISION)

175. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

176. Defendants were responsible for the hiring, training, and supervising of their employees and independent contractors during the course of its investigation.

177. Defendants were negligent in the training and supervision of the employees and independent contractors, which would have prevented the occurrences from happening.

178. Upon information and belief, those investigators who were terminated as independent contractors were, from time to time, hired as employees of Defendants for insurance purposes.

179. Defendants' sole reason for becoming involved with Plaintiff was to surveil her and report on her daily activities. For this reason alone, Defendants knew or should have known of the sexual assaults and rapes that their investigators undertook.

180. Defendants knew or should have known that their employees had a propensity to engage in sexually predatory and deviant behavior during the course of the investigation of the Plaintiff.

181. In addition to and to elaborate on the allegations described in the body of the Complaint, Defendants Lance Ribacoff and Dan Ribacoff knew that one of their employees, Custodio, had gained entry to Plaintiff's home and stayed inside overnight. Rather than terminating Custodio to ensure that he was no longer able to engage in such misconduct and to send a clear message to other investigators that such conduct was not permissible, the Defendants rewarded Custodio for his sexual assault, praising him, and either permitted him to continue to gain entry to Plaintiff's house or should have known he would have sexually assaulted Plaintiff.

182. Further, Defendant Lisa Ribacoff was aware of Dux's propensity to attempt inappropriate sexual contact with Plaintiff, leading her on one occasion to schedule Greene to occupy the same hotel room as Dux, to ensure that Dux did not secretly gain entry to Plaintiff's hotel room. Defendant Lisa Ribacoff did not take any other precautions to ensure Dux did not commit any additional assault on Plaintiff and, even after Dux behaved unprofessionally, continued to schedule him to surveil Plaintiff at the behest of Lance Ribacoff and Dan Ribacoff.

183. In fact, Defendant Lance Ribacoff stated that Dux “Manned up to shit he was saying, etc..” “and how he messed up, etc..” that that it was “important [Defendants] know of any of those interactions” because they “don’t want to look like idiots.” Once again, with knowledge of Dux’s impermissible involvement with Plaintiff, Defendants failed to adequately supervise Dux or remove him from the investigation.

184. Defendant Dan Ribacoff was also aware, that after Custodio sexually assaulted Plaintiff and slept inside her home, he was actively stalking her, and calling her from multiple different cell phones. Rather than ensuring that Custodio and no other investigators inappropriately interacted with Plaintiff, Defendant Dan Ribacoff rehired Custodio and permitted him to continue to work for IIG.

185. On April 22, 2018, after allegedly spending over thirty minutes interacting with Plaintiff, Greene sent Defendant Lance Ribacoff, what he alleged to be an incomplete recording of his interaction with her. In the background of the recording, one can clearly hear noises relating to a sexual encounter. Both Defendants Lance Ribacoff and Dan Ribacoff immediately spoke to Greene after he sent the recording, and rather than terminating him, chastised him for not recording, then financially rewarded him for his efforts.

186. Other investigators working for IIG were aware of the Defendants’ employees’ actions, and the Ribacoffs should have been aware of ongoing sexual assaults and interactions as well. Greene, for instance, aided Custodio in escaping from Plaintiff’s home on at least one occasion. Numerous other investigators were assigned to surveil Plaintiff during times when she was sexually assaulted by Greene, Custodio, Roth, Dux, and Caravousanos.

187. More so, Defendants’ employees acts could have easily been anticipated and were foreseeable by IIG.

188. Defendant Ribacoffs were in charge of overseeing not only their employees, but also Plaintiff's every move. They should have known their agents were sexually assaulting her, interacting inappropriately with her, and attempting to lure her to remote locations in order to do the same because it was their job to have eyes on Plaintiff at all times.

189. Further, Greene and, upon information and belief other investigators, advised them that such conduct was regularly occurring.

190. Defendants Lance Ribacoff, Lisa Ribacoff and Dan Ribacoff knew or should have known that illicit conduct was occurring but took no meaningful action to stop it, allowing the sexual assaults to occur.

191. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$10,000,000.00.

AS AND FOR A SECOND CAUSE OF ACTION
(NEGLIGENT HIRING)

192. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

193. IIG and the Ribacoffs negligently hired investigators to surveil Plaintiff.

194. IIG and the Ribacoffs knew or should have known that the investigators were not properly qualified to undertake the work they were assigned to complete.

195. IIG and the Ribacoffs routinely rehired investigators who they had previously terminated for performance issues, and then assigned them to Plaintiff's case. One such investigator was Tyrone Dux, who would eventually sexually assault Plaintiff.

196. Likewise, IIG knew or should have known that Custodio had a propensity to commit assault and battery upon members of the public and upon the Plaintiff in particular, since he previously had an order of protection filed against him.

197. Roth was hired by IIG and the Ribacoffs after they knew he was terminated from his previous position because the Nassau County Police Department followed him and determined that he was misrepresenting his location and activities.

198. By reason of the foregoing, Defendant IIG was negligent in the hiring of the individual Defendant Investigators.

199. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A THIRD CAUSE OF ACTION
(RESPONDEAT SUPERIOR)

200. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

201. Defendant IIG is responsible for the operation, practices, retention, hiring, supervision, training, control and discipline of their employees.

202. The employees who were involved in sexually assaulting Plaintiff were at all times herein mentioned, acting in such capacity as the agent, servant and employee of Defendants.

203. As described above, the actions of Dux, Roth, Custodio, Greene and Caravousanos which were done in their capacity as officers, agents, servants and/or employees of Defendants, were negligent, willful, intentional, unwarranted and/or constituted an assault and battery upon Plaintiff, and those actions were requested, approved and/or ratified by Defendants.

204. Defendants knew, or in the exercise of reasonable care would have ascertained, that their employees were not properly qualified to undertake the investigation.

205. More so, the Defendants, pursuant to statute, had a nondelegable duty to ensure their employees were properly supervised and not interacting with Plaintiff.

206. Defendants are also responsible for the negligence of their employees in the performance of their respective duties, including the failure to adequately surveil Plaintiff and ensure there was no interactions between their coworkers and Plaintiffs.

207. The Defendants' negligence was a proximate cause of the Plaintiff's injuries.

208. Dux, Roth, Custodio, Greene and Caravousanos were acting in furtherance of their employment with Defendants.

209. Dux, Roth, Custodio, Greene and Caravousanos were acting for the benefit and under the direction of Defendants.

210. Dux, Roth, Custodio, Greene and Caravousanos' tortious conduct flows directly from their employment by Defendants.

211. As a result of the Defendants' and their employees' actions, Plaintiff has been damaged.

212. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A FOURTH CAUSE OF ACTION
(RESPONDEAT SUPERIOR- IIG AND THE RIBACOFFS)

213. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

214. Defendant IIG is responsible for the conduct of Dan, Lance, Barbara and Lisa Ribacoff.

215. Defendant IIG is responsible for the operation, practices, retention, hiring, supervision, training, control and discipline of Dan, Lance, Barbara and Lisa Ribacoff.

216. The Ribacoff's negligent, reckless, and fraudulent actions occurred when they were acting in such capacity as the agent, servant and employee of Defendant IIG.

217. As described above, the aforesaid actions of the Ribacoffs were done in their capacity as officers, agents, servants and/or employees of Defendant IIG, were negligent, willful,

intentional, unwarranted and/or constituted an assault and battery upon Plaintiff, and those actions were requested, approved and/or ratified by Defendant IIG.

218. Upon information and belief, using Defendant IIG, the Ribacoffs instructed their investigators to do whatever they could to ensure the Plaintiff would cooperate with the investigation so they could follow and surveil without losing her. This included promoting contact between the investigators and Plaintiff, paying their investigators rewards for their contact in the form of fraudulent billing hours, and turning a blind eye when illegal conduct was occurring.

219. The Ribacoffs were acting in furtherance of their employment with Defendant IIG.

220. The Ribacoffs were acting for the benefit and under the direction of Defendant IIG.

221. The Ribacoff's tortious conduct flows directly from their ownership and employment by Defendant IIG.

222. As a result of the Defendant IIG and the Ribacoff's actions, Plaintiff has been damaged.

223. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A FIFTH CAUSE OF ACTION
(NEGLIGENT RETENTION)

224. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

225. IIG and the Ribacoffs knew or should have known of their employees' propensities to interact with Plaintiff and engage in unlawful sexual contact with her.

226. IIG and the Ribacoffs were made aware that Custodio had impermissibly entered Plaintiff's home and sexually assaulted her there. Rather than terminating Custodio, IIG and the Ribacoffs financially rewarded him for his actions and praised Custodio.

227. IIG and the Ribacoffs received a recording directly from Greene wherein he was, upon information and belief, engaged in a sexual act. Rather than terminating Greene, he was provided bonuses permitted to continue working. Several weeks later, he raped Plaintiff and recorded the rape.

228. Greene, since December 2017, warned IIG and the Ribacoffs about Dux's propensity to interact with Plaintiff and belief that he was attempting to engage in sexual activity with her.

229. Defendant Lisa Ribacoff went as far as to have Greene ensure that Dux left Mohegan Sun without entering Plaintiff's room for the night. However, even though Lisa Ribacoff recommended his termination, IIG and the Ribacoffs continued to employ Dux and he would later sexually assault Plaintiff.

230. IIG and the Ribacoffs knew or should have known Roth engaged in drug use, was soliciting prostitutes, and was drinking on the job. Upon learning of Roth's deviant behavior, IIG and the Ribacoffs should have terminated him but took no action.

231. IIG and the Ribacoffs knew or should have known that their investigators were actively engaging in communications with Plaintiff and had sexually assaulted her.

232. It was IIG and the Ribacoff's duty to know what was occurring in Plaintiff's life, and they chose to retain their investigators after being aware of their illegal, reprehensible, conduct.

233. As a result of the Defendants and their employees' actions, Plaintiff has been damaged.

234. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A SIXTH CAUSE OF ACTION
(NEGLIGENCE)

235. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

236. Defendants were negligent in its supervision and control of Dux, Roth, Custodio, Greene and Caravousanos; its failing to provide for the safety of the Plaintiff; in failing to warn the Plaintiff; in failing to remedy the situation; in failing to employ trained investigators; failing to employ certified investigators; in its hiring practices; in failing to properly train and supervise its agents, servants and/or employees; in failing to properly investigate prior similar complaints; in failing to take necessary precautions to protect Plaintiff following prior similar complaints; in failing to employ trained and proficient personnel; in setting a trap for the plaintiff; in failing to prevent said occurrences although Defendants had opportunity to do so; in causing and creating a dangerous condition for Plaintiff; in failing to take the necessary steps to protect the health and welfare of Plaintiff; in failing to properly and adequately instruct and/or train its agents, servants

and/or employees; and in being otherwise negligent, careless and/or reckless during the investigation.

237. That the acts and/or omissions of Defendants, its agents, servants and/or employees, were negligent, careless and/or reckless, without cause or reason, and without regard to the Plaintiff.

238. Plaintiff's injuries were proximately caused by the intentional, careless, reckless and/or negligent conduct of Defendant IIG.

239. That the injuries sustained by Plaintiff were caused by Defendant IIG, its servants, agents and/or employees, without any negligence on the part of the plaintiff contributing thereto.

240. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A SEVENTH CAUSE OF ACTION
(AIDING AND ABETTING)

241. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

242. Defendants knew that Dux, Roth, Custodio, Greene and Caravousanos had a propensity not to report the sexual assaults and interactions with the Plaintiff to the police or document the assaults in any reports.

243. Defendant Lance Ribacoff and Barbara Ribacoff actively encouraged their investigators to interact with Plaintiff and rewarded them by permitting them to fraudulently bill their client.

244. Defendant Dan, Lance, and Lisa Ribacoff were aware that Greene was attempting to “shut down” Plaintiff’s lawsuit against IIG and when Greene implied it would be done by illegal means, the Ribacoffs permitted him to act.

245. After permitting Greene to stop Plaintiff’s lawsuit, Defendant Dan Ribacoff offered to provide Greene with the tools necessary to record Plaintiff.

246. Weeks later, Greene raped Plaintiff inside a vehicle used by him for surveillance and recorded the rape in furtherance of his plan to shut down Plaintiff’s lawsuit against IIG or gain valuable blackmail material for IIG’s use and benefit.

247. The Defendants, acting individually, but for the benefit of one another, actively solicited, encouraged, aided and abetted their co-defendants and the investigators in the sexual assaults and rapes of Plaintiff.

248. Plaintiffs suffered damages by the Defendants’ aiding and abetting one another during their sexual assaults.

249. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(VIOLATION OF NEW YORK BUSINESS LAW 84)

250. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

251. Defendants are licensed pursuant to General Business Law 84.

252. Defendants incited, encouraged, and aided their employees to do unlawful acts against Plaintiff and their client.

253. As a New York State licensed private investigative agency, operating fraudulently and negligently, IIG, the Ribacoff's, and their investigators pose a danger to their clients, their subjects, and the community at large. IIG and the Ribacoff's operate outside the law and well-established professional guidelines and have abused the power and privilege associated with their license. Based on the evidence, and as a matter of public policy, IIG's state-issued private investigators license should be revoked immediately and IIG should be held accountable for their crimes.

254. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

AS AND FOR A NINTH CAUSE OF ACTION
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

255. Plaintiff repeats and realleges the allegations stated above as if fully set forth herein.

256. As stated above, IIG and the Ribacoffs' conduct unreasonably endangered Plaintiff's physical and mental health.

257. IIG and the Ribacoffs, a licensed agency by the State of New York, owed Plaintiff a duty of care to follow all laws and licensing requirements.

258. IIG and the Ribacoffs' duty of care extended to their ability to properly run the surveillance, properly train and supervise their employees, and ensure no laws were being broken.

259. IIG and the Ribacoffs breached their duty to Plaintiff.

260. IIG and the Ribacoffs' breach of their duty directly resulted in Plaintiff suffering from extreme and severe mental distress.

261. By reason of the foregoing, Plaintiff has sustained damages in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, but not less than \$50,000,000.00.

WHEREFORE, Plaintiff demands judgement against Defendants in such sum as a jury would find fair, adequate and just containing the following relief:

A. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic harm; harm to her personal and professional reputations; for all non-monetary and/or compensatory harm, including but not limited to, compensation for mental anguish, emotional distress and humiliation; all other monetary and/o non-monetary losses suffered by Plaintiff; and that by reason of the foregoing, Plaintiff sustained damages in a sum of not less than FIFTY MILLION (\$50,000,000) DOLLARS pursuant to C.P.L.R. §3017, on each cause of action, which exceeds the jurisdictional limits of all lower courts;

B. An award of punitive damages;

C. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorney's fees to the fullest extent permitted by law; and.

D. Such other and further relief as this Honorable Court may deem just and proper.

Dated: New York, New York
December 17, 2020

Daniel Szalkiewicz & Associates, P.C.



By: Daniel S. Szalkiewicz, Esq.
Cali P. Madia, Esq.

VERIFICATION

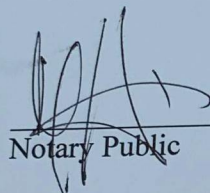
STATE OF NEW YORK }
 M.H. }
COUNTY OF NASSAU Queens } S.S.:

Susanne Gold-Smith, being duly sworn, deposes and says:

That deponent is the named Plaintiff in the within action; that she has read the foregoing Verified Complaint and knows the contents thereof; that the same is true to deponent's own knowledge except those matters therein stated to be alleged upon information and belief and that, as to those matters, she believes them to be true.

Susanne Gold-Smith
SUSANNE GOLD-SMITH

Sworn to before me this 18
day of December, 2020


Notary Public

