

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

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ROY DEN HOLLANDER,

Plaintiff,

-against-

DOMINICK OLIVO, and
JAIRO FRANCO,

Defendants.

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Index No: 000854 cv 2016

**FIRST AMENDED
COMPLAINT**

Jury Demanded

Plaintiff, by and through his attorney, Roy Den Hollander, complaining of the defendants herein alleges as follows:

INTRODUCTION

1. Plaintiff does business as a sole-practitioner attorney and business consultant firm under the name of Roy Den Hollander. (Ex. A, Doing Business as Certificate). Plaintiff previously worked as an investigative news producer for two local TV news stations, which is public knowledge, and maintains contacts with various news reporters.

2. Defendants Dominick Olivo and Jairo Franco created a false report disparaging the activities of Plaintiff's firm (the "Incident Report") and, on information and belief, communicated it via email, U.S. post, and by way of telephone conversations with the company that employed Plaintiff's firm with the intent of tricking that company into firing Plaintiff's firm and which resulted in such firing so as to protect from exposure the racketeering activities of an association of various individuals and entities in which Defendants are members and who conduct and participate in the affairs of a Racketeer Influenced Corrupt Organization or RICO.

3. Plaintiff's employer had engaged his firm's services as an attorney for a document review project. (Ex. B, Employment Contract). Plaintiff's firm had worked on two other document review projects for this same employer within the last year.

4. Plaintiff's firm and his employer have settled and a stipulation of settlement has been filed with the Court.

FACTS

5. On January 5, 2016, Plaintiff started work with about 40 other attorneys on the litigation project reviewing documents for relevance and privilege. The project was scheduled to last four weeks with Plaintiff working 40 hours a week at \$31 per hour, but the project abruptly ended for Plaintiff when he was fired as a result of the racketeering activities of Defendants in which they created and communicated the false Incident Report to his employer in order to trick Plaintiff's employer into firing him.

6. Plaintiff and the other attorneys worked in a make-shift, large office located next to the water tower on the roof of 1115 Broadway in Manhattan. Select Office Suites, for whom defendants work, rented out this area to Plaintiff's employer. Select Office Suites is located at 1115 Broadway, 12th Floor, New York, NY 10010 and 116 West 23rd St., 5th Floor, New York, NY 10011. www.selectofficesuites.com.

7. Select Office Suites is a realty firm that, among other activities, rents out offices to companies and individuals at 1115 Broadway on floors 10, 11, 12 and the one on the roof where Plaintiff was working.

8. To access the roof-top office, the attorneys took an elevator to the 12th floor, walked through the reception area to a door that required a keypad code. Floors 10 to 12 all require a keypad code to enter the rented office-space area. The attorneys would proceed down a hallway

passed numerous offices to the end of the floor where they entered the fire escape stairwell. Up a flight of narrow (two abreast), steep stairs to a door that opened onto a large wooden deck on the roof, then 10 yards down a hallway made of wood and opened to the elements to a door that entered into the roof-top office space where the attorneys, eventually numbering 60, worked with computers reviewing documents.

9. The roof-top office had no other access or exit unless one considered the windows in the office that looked out on the roof and water tower.

10. As is typical in sanctuary cities, such as the City of New York, there is a large market for illegal alien labor because illegal aliens are paid less than Americans. Since labor is the greatest single expense for most brick and mortar companies, reducing its cost, even at the violation of the law, significantly increases a company's profits.

11. This illegal alien market contributes to the stagnation and reduction in wages among the working and middle classes in the metropolitan area of New York.

12. On information and belief, a group of individuals and other entities associate together for the common purpose of serving this market for illegal alien labor ("IAL") in the New York metropolitan area by acting as an illegal alien recruiter and employment placement agency that provides IAL for a fee to various companies and persons, falsely attesting to work authorization of large numbers of illegal immigrants, hiring illegal aliens themselves to reduce costs and undercut competitors, and concealing from detection the illegal aliens they place or hire.

13. This group is referred to as the Illegal Alien Enterprise or just Enterprise and is an ongoing criminal organization.

14. The activities engaged in by the Enterprise violate 8 USC § 1324(a)(1)(A)(iii), which makes it a federal crime to "conceal[], harbor[] or shield from detection, or attempt[] to

conceal, harbor or shield from detection” aliens that have illegally entered the United States; violate § 1324(a)(1)(A)(v)(II), which makes it a federal crime to aid or abet the commission of the preceding acts; and violate 8 USC § 1324(a)(3)(A), which makes it a federal crime to “knowingly hire[] for employment at least 10 individuals with actual knowledge that the individuals are [undocumented] aliens” during a twelve-month period.

15. These violations are racketeering activities under 18 USC 1961(1)(F).

16. On information and belief, the principal members of the Enterprise are the two defendants, Dominick Olivo and Jairo Franco; Select Office Suites; Noble Associates of Newark, N.J.; A.L.A. Realty Co. of Newark, N.J.; various immigrant groups that assist illegals in getting work; and the overall controlling boss of the Enterprise is Angela Olivo of Staten Island, she is not a defendant in this action and is the Chief Operating Officer of Select Office Suites.

17. On information and belief, the members of the Enterprise intentionally engage in a wide range of continuing racketeering activity under 18 USC 1961(1)(F) by assisting illegal aliens in gaining employment, aiding them to hide their illegal identity, shielding them from observation to prevent discovery, and hiring them.

18. On information and belief, the Enterprise members, including the two defendants, violate RICO 18 USC 1962(c) by using racketeering activities and some of the proceeds and savings from racketeering activities to conduct and participate in conducting the Enterprise. Defendant Dominick Olivo participates in the management of the Enterprise by directing some of its affairs while Defendant Franco participates in the Enterprise under the directions of Olivo by knowingly implementing Olivo’s Enterprise decisions.

19. Defendant Dominick Olivo is a New York licensed “Associate Real Estate Broker,” number 10301207058. He’s the person who, among other activities, markets and rents out office

space for Select Office Suites—also a member of the Enterprise but not a defendant in this action.

20. As a result of the incident described below, the two defendant members of the Enterprise, created and submitted a false report to Plaintiff's employer with the objective of injuring business relations between the Plaintiff and his employer in order to have him fired so as to remove him from the premises where some of the Enterprise's racketeering activities were clearly taking place. For example, most, if not all, of Select Office Suites maintenance staff were clearly illegal aliens hired in violation of 8 USC § 1324(a)(3)(A)—a racketeering activity.

The Incident

21. The occurrence which led to the false Incident Report, subsequent firing of Plaintiff, and interference with his firm's ongoing business relations with its employer happened on January 7th at around 9:30 AM.

22. The roof-top where Plaintiff was doing document review with around 40 other attorneys had one tiny restroom for each sex. The men's restroom had a capacity of one.

23. Select Office Suites, however, maintains larger restrooms on floors 10 through 12 for all those who work in its rented office spaces. Its maintenance staff keeps the restrooms and other parts of the infra structure on the floors operating.

24. Plaintiff went looking for an available restroom. The roof-top restroom and the one on floor 12 were full, so Plaintiff exited the keypad door on floor 12 and went down to floor 11. Plaintiff, however, was unsure whether the keypad code given him for the 12th floor would work on the 11th floor, so he decided to test the code on the keypad door for future reference. The door was being held open by one of Select Office Suites maintenance persons—a 41 year-old

muscular man clearly from south of the border with a Spanish accent. This man is Defendant Jairo Franco.

25. Plaintiff asked Defendant Franco to release the door so that Plaintiff could test his keypad code to see whether it would open the door. Defendant Franco just stood there grinning maliciously and refusing to let the door close. Plaintiff made the request a couple of times but Defendant Franco just kept grinning like Calvera from the Magnificent Seven.

26. Defendant Franco then, in a Spanish accent, asserted that Plaintiff's code, which Franco did not know, would open the door, so it was not necessary for Plaintiff to test it.

27. Once again Plaintiff asked Defendant Franco to let the door close to which he barked "out of my way" and barreled his way through the door opening grazing Plaintiff's left arm, a minor battery but still a battery, to which Plaintiff replied, "Watch it illegal!"

28. When Plaintiff called Franco an "illegal" it became evident to this member of the Enterprise and subsequently to Defendant Olivo, also an enterprise member, that Plaintiff was eminently aware of some of the Enterprise's racketeering activities taking place at Select Office Suites, such as hiring illegal aliens in violation of 8 USC § 1324(a)(3)(A).

29. Franco stopped and turned to face Plaintiff in an intimidating stance and effort to bully the 68 year-old Plaintiff not only physically but by resorting to that refuge of PCers, criminals, illegals, and the nefarious by accusing Plaintiff of "discrimination."

30. Defendant Franco proceeded to walk into the reception area and Plaintiff also proceeded into the reception, since that was where the stairs were that led back to the 12th floor.

31. The following day, January 8, 2016, around 4:30 PM, Plaintiff was told to contact an individual at his employer, which he did. The individual informed Plaintiff that an Incident

Report had been lodged against him. The report made accusations against Plaintiff and his employer wanted to hear Plaintiff's side of the story, which Plaintiff provided over the telephone.

32. After the discussion with the individual at Plaintiff's employer about the occurrence, Plaintiff immediately interviewed Select Office Suites Office Manager Maloly Mendez who informed Plaintiff that Defendant Olivo had talked with Defendant Franco and wrote up the Incident Report, which was sent to Plaintiff's employer on January 7 or January 8, 2016.

33. On information and belief, Defendant Olivo sent or had the report sent to Plaintiff's employer and engaged in additional communications with Plaintiff's employer in furtherance of the Enterprise's objective to have Plaintiff fired and, therefore, removed from the premises so as to prevent exposure of its racketeering activities.

34. Defendant Olivo never bothered to talk to Plaintiff about the occurrence before communicating the fraudulent report to Plaintiff's employer, which seemed strange at the time, but now is obvious. Plaintiff's calling Defendant Franco an "illegal" alerted Defendant Olivo that Plaintiff at least knew about the hiring of illegal aliens, and that it would be prudent to get Plaintiff off the premises so as to protect any further exposure of Enterprise activities. The obvious way to do that was to make a false complaint against Plaintiff that was calculated to have him fired.

35. Plaintiff was fired on Monday, January 11, 2016—three or four days after Defendant Olivo communicated or had communicated the Incident Report to Plaintiff's employer.

36. Plaintiff filed the Summons and Complaint on January 20, 2016.

37. On January 29, 2016, a subpoena duces tecum was served on Select Office Suites demanding a copy of the Incident Report. (Ex. C, Subpoena Duces Tecum and Affidavit of Service). Select failed to even respond to the Court issued subpoena and a special proceeding for

contempt was initiated against it on March 1, 2016, in this Court, index number 003439/2016. Select Office Suites is not a defendant in this action. As of the filing of this First Amended Complaint, the “Incident Report” has not been provided by Select.

CAUSES OF ACTION AGAINST DEFENDANTS

A. Civil RICO

38. RICO “protects the public from those who would unlawfully use an enterprise (whether legitimate or illegitimate) as a vehicle through which ‘unlawful ... activity is committed.’” *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 164 (2001). “[T]hose who have been wronged by organized crime should at least be given access to a legal remedy....” *Sedima, S.P.R.L. v. Imrex Co., Inc.*, 473 U.S. 479, 487 (1985).

Defendants violated Civil RICO 18 USC 1962(b) & (c), which harmed Plaintiff’s business.

39. In order to maintain their interest in the Enterprise (RICO 18 USC 1962(b)) and as part of conducting and participating in the affairs of the Enterprise (RICO 18 USC 1962(c)), Defendants engaged in the racketeering activities listed in RICO 18 USC 1961(1)(B) of mail fraud under 18 USC § 1341 and wire fraud under 18 USC § 1343 so as to protect the Enterprise from Plaintiff exposing its racketeering activities of operating as an illegal alien employment agency involved in concealing, harboring and hiring illegal aliens.

40. Defendants created the intentionally false and intentionally disparaging Incident Report and communicated it to Plaintiff’s employer, on information and belief, via the Internet, U.S. Post, and by way of telephone conversations between Defendant Olivo and a number of the management persons at Plaintiff’s employer as well as other unknown persons and entities.

41. Plaintiff’s employer relied on the Incident Report, and, on information and belief, other communications from Defendant Olivo to fire Plaintiff from his job.

42. Communication of the Incident Report and its contents to Plaintiff's employer also destroyed Plaintiff's business relations with his employer for whom he previously successfully worked on two other document review products, tarnished his firm's reputation, and continues to economically harm his business.

Defendants violated RICO 18 USC 1962(d), which harmed Plaintiff's business.

43. Defendants violated RICO 18 USC 1962(d) by conspiring to create the false Incident Report and conspiring to communicate it to Plaintiff's employer, on information and belief, via the Internet, U.S. Post, and by way of telephone conversations between Defendant Olivo and a number of the management persons at Plaintiff's employer and other unknown persons and entities.

44. Defendants conspired to do such with the intent of maintaining their interest in the Enterprise under RICO 18 USC 1962(b), and as part of conducting and participating in the affairs of the Enterprise under RICO 18 USC 1962(c).

45. As a result of Defendants carrying out the agreement to engage in mail fraud and wire fraud racketeering acts, Plaintiff was fired from his job, his firm's business relations with that employer for whom he previously successfully worked on two other document review products were destroyed, and his firm lost and continues to lose economic opportunities

Damages from RICO violations

46. Defendants' racketeering activities in communicating the false Incident Report to Plaintiff's employer resulted in the loss to his business of \$2,728 that would have been earned on the document review project for four weeks instead of one. If the project lasted longer, than the damages are more; if it was shorter than the damages are less.

47. Defendants' racketeering activities in communicating the false Incident Report to Plaintiff's employer resulted in destroying the ongoing business relationship between Plaintiff's firm and its employer.

48. In 2015, Plaintiff's firm earned around \$2,600 from this employer but as a result of the false Incident Report, Plaintiff's employer will no longer engage Plaintiff's firm.

49. Damages have resulted from lost business opportunities because other employers that hire attorneys for document review projects will not engage Plaintiff's firm for such on learning about this proceeding or in the situation where Defendants provide the false Incident Report or any other information concerning it to other employers.

50. Plaintiff also requests expenses incurred in bringing this action, including attorney fees, and profits lost while investigating Defendants' racketeering activities and preparing this action in an effort to rectify the fraud perpetrated by Defendants.

51. Plaintiff also requests triple damages under Civil RICO and that Defendants be held jointly and severally liable.

B. Tortious Interference with Contractual Relations under New York Law

52. A defendant has tortiously interfered with a plaintiff's contract with a third party when the defendant, knowing of plaintiff's contract, intentionally induced a breach of the contract between the plaintiff and the third-party without reasonable justification or excuse. *WFB Telecommunications, Inc. v. NYNEX Corp.*, 188 A.D.2d 257 (1st Dept. 1992).

53. Defendants knew that Plaintiff was under contract to his employer; otherwise, there would be no reason for them to create and send the false Incident Report to his employer, which Office Manager Maloly Mendez said they did.

54. Defendant Franco also had firsthand knowledge that Plaintiff was under contract because as a member of Select Office Suites' maintenance team, he had free access to Select Office Suites' floors, and, on one known occasion, he saw Plaintiff enter the roof-top office where the employees of Plaintiff's employer were working.

55. Defendants acted with the intention to have Plaintiff fired by using the fraudulent means of a false Incident Report, and, on information and belief, other communications to trick Plaintiff's employer into firing him so as to remove Plaintiff from the premises where some of the Enterprise's racketeering activities were being conducted.

56. Assuming the document review project lasted for the estimated four weeks, then Plaintiff's business suffered a loss of \$2,728. If the project lasted longer, than the damages are more; if it was shorter than the damages are less for tortious interference with Plaintiff's contract.

57. Punitive damages against Defendant Olivo is also requested because he acted with reckless disregard in communicating the false Incident Report to Plaintiff's employer because he failed to talk to Plaintiff about the occurrence before communicating the report. He failed to obtain both sides of the story.

C. Tortious interference with prospective contractual relations under New York Law

58. Tortious interference with prospective contractual relations developed to deal with improper efforts to drive away prospective customers from a plaintiff's business. *New York Law of Torts* § 3:19. It protects a businessman's efforts to enter into contracts with potential clients and the damages alleged are to the business.

59. A general duty exists for persons not to interfere in the business affairs of others. N.Y. Jur.2d, *Interference* § 1. Tortious interference is a violation of that duty by intentionally interfering with another's business affairs causing injury without just cause or excuse. "[T]he

principal underlying the rule is that he who has a reasonable expectancy of contract has a property right which may not be invaded maliciously or unjustifiably.” *Hardy v. Erickson*, 36 N.Y.S.2d 823, 826 (N.Y. Sup.Ct. 1942).

60. Interferences with the prospect of obtaining employment are reachable by this cause of action. Restatement (Second) Torts § 766B, comment c.

61. Plaintiff’s business is the providing of legal services, such as reviewing documents in litigation cases for relevance and privilege.

62. Defendants’ false Incident Report not only interfered with the contract between Plaintiff’s firm and its employer, but resulted in that employer no longer considering Plaintiff’s firm for further document review assignments.

WHEREFORE, Plaintiff requests against Defendants (1) triple damages in the amount of \$15,000 from their RICO violations, (2) damages from tortious interference with his employment contract depending on how long the project actually lasted, and (3) damages from tortious interference with prospective contractual relations in the amount of \$5,000, and such other relief that the Court deems just.

Dated: New York, New York
March 2, 2016

By: /S/ Roy Den Hollander
Roy Den Hollander, Esq.
Attorney-Plaintiff
545 East 14 Street, 10D.
New York, N.Y. 10009
(917) 687 0652
rdhhh@yahoo.com

Business Certificate

I HEREBY CERTIFY that I am conducting or transacting business under the name or designation
of Roy Den Hollander Financial, Business and Law Consultant
at 545 East 14 Street, 10D
City or Town of New York County of New York State of New York.

My full name is Roy Den Hollander
Print or type name. If under 21 years of age, state "I am _____ years of age".

and I reside at 545 East 14 Street, 10D, NY, NY 10009

I FURTHER CERTIFY that I am the successor in interest to _____

the person or persons heretofore using such name or names to carry on or conduct or transact business.

Type of business Financial, business and legal (see next page)

IN WITNESS WHEREOF, I have signed this certificate on

April 25 2012

Roy Den Hollander

STATE OF NEW YORK, COUNTY OF New York

ss.:

On 4/25/2012 before me, the undersigned, personally appeared Roy Den Hollander
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/
their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

STATE OF NEW YORK, COUNTY OF NEW YORK
SS: I. NORMAN GOODMAN, COUNTY CLERK
CLERK OF THE SUPREME COURT

[Signature]
(signature and office of person taking acknowledgment)

Notary Stamp

SANDRA L. NEWSOM
Notary Public - State of New York
NO. 01NE6226214
Qualified in Queens County
My Commission Expires 8/12/14

2012 MAY -8 A 9

THAT I HAVE RECEIVED THE ORIGINAL INSTRUMENT
WITH THE ORIGINAL SIGNATURES

MAY 08 2012

AND THAT THE SAME IS A CORRECT



X 201 - Certificate of Conducting Business under an Assumed Name for Individuals 4-10

Dear Roy Den Hollander,

Please take a few minutes to read this email in its entirety as some of Epiq's processes have changed and may affect you, regardless of your last assignment with Epiq.

You have been selected to start a project with DeNovo Legal, LLC dba Epiq eDiscovery Solutions. The below email provides specific information on the project, onboarding process in Workday, background screening requirements on HireRight, ID submission for I-9, time entry in eTime and the procedure on absences/tardiness.

PROJECT INFORMATION

Please (a) confirm your start details (b) reconfirm that you are clear on conflicts (c) confirm you are legally authorized to work in the US and have a valid Social Security Number.

(A) PROJECT START DETAILS

- Start Date: Tuesday, January 05, 2016
- Report Time: 9:00 AM
- Location: 1115 Broadway, Penthouse Floor, New York, NY 10010 (Select Office Suites)
- Duration: 4 Weeks
- Days/Hours: Monday through Friday; 40 hours per week
- Schedule: Case room hours are Monday through Friday from 8:00 AM to 7:00 PM
- Team Size: 63 Reviewers + 5 Assistant Project Managers + 2 Project Managers
- Pay Rate: \$31 per hour for Reviewers. No time and a half for overtime (Hours are limited to 40 per week)
- Client Name: Weil, Gotshal & Manges LLP
- Legal Matter: [Confidential information deleted]
- Review Platform: Epiq DocuMatrix (EPIQ DMX)
- Review Type: Electronic Document Review
- Bar (Licensure): Admitted in any U.S. jurisdiction
- Work Site: Must live in or be willing to commute to New York, NY; No work from home or remote work
- Employment Authorization: Must be authorized to work in the United States
- Dress Code: Business Professional (Suite & Tie) on the first day, Business Casual thereafter
- Security Clearance: Reviewers should ask for Epiq Systems, Inc.
- Note: You can only move to this project if your current Epiq project wraps up in time
- Job Code: 2023

[Confidential information deleted]

Regards,

[Name deleted]

Epiq Systems

eDiscovery Solutions

4 New York Plaza, 6th Floor

New York, NY 10004

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK**

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ROY DEN HOLLANDER

Plaintiff,

-against-

EPIQ SYSTEMS, INC.,
DOMINICK OLIVO, and
JUAN DOE, an apparent illegal alien working for
Select Office Suites,

Defendants.
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Index No. *000854-CV-2016*

Subpoena Duces Tecum

The People of the State of New York

To: Select Office Suites, 1115 Broadway, 12th Floor, New York, NY 10010:

You are hereby commanded to produce by February 22, 2016, at 10 A.M. at 42 West 44th Street, New York, N.Y., a complete and accurate copy in digital or paper form of the "Incident Report" that Dominick Olivo submitted to Epiq Systems, Inc. on January 7 or 8, 2016 concerning Roy Den Hollander.

Plaintiff has commenced a lawsuit against the defendants, and this Incident Report is needed to provide information that is relevant to the action.

Mailing the copy to the address for Roy Den Hollander at 545 East 14 Street, 10D, New York, N.Y. 10009, will be sufficient to comply with this subpoena.

Failure to comply with this subpoena is punishable as a contempt of court, and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

The required \$15 fee is attached.

Dated: New York, N.Y.
January 19, 2016

Carol Alb
CHIEF CLERK

CLERK, CIVIL COURT OF THE
CITY OF NEW YORK
COUNTY OF NEW YORK