

DATE PREPARED 11-1-06	
COMPLAINT YEAR 2006	NUMBER ASSIGNED -5735

FILE NUMBER:

Record of Complaint

COMPLAINANT		COMPLAINANT	
LAST NAME	FIRST NAME	MI	SUFFIX
STREET ADDRESS			
CITY	STATE	ZIP	COUNTY
LICENSE DISCIPLINE	SUBCATEGORY		
RESPONDENT		RESPONDENT	
LAST NAME	FIRST NAME	MI	SUFFIX
STREET ADDRESS			
CITY	STATE	ZIP	COUNTY
RESPONDENT FIRM	TYPE OF LICENSE HELD		
DATE COMPLAINT RECEIVED	DATE RESPONDENT NOTIFIED		
INVESTIGATION		INVESTIGATION	
INVESTIGATION DATE	DATE COMPLETED WITHOUT INVESTIGATION		
INVESTIGATION COMPLETION DATE			
INVESTIGATOR	[REDACTED]		
ATTORNEY		ATTORNEY	
DATE RECEIVED	DATE COMPLETED		
FINAL DISPOSITION			

Complaint Summary:

[REDACTED]

- DISTRIBUTION**
 (Discard unneeded copies):
- 1 – WHITE, Originating Office File
 - 2 – YELLOW, Forward/file with Investigator (if needed)
 - 3 – PINK, Forward/file with Counsel's Office (if hearing conducted)

September 10, 2007

David Mossberg, Esq.
Division of Licensing Services
Alfred E. Smith Office Building
80 South Swan Street 10th floor
Albany, New York 12201

Re: Rita Hilsen vs Steven Rombum (Qualifier)(PI)
2006-3435 Pallorium, Inc.

Dear Mr. Mossberg:

Please let this letter serve as notice that I withdraw my complaint against Steven Rombum, effective immediately.

As you and I agreed, Mr. Rombum will receive notice of the withdrawal of my complaint and I will also receive a form letter stating same.

Thank you very much for your help in this matter.

Sincerely,



Rita Hilsen



10/10/07

Dave - ok to close
due to lack of subst. evidence



Preliminary Statement of Complaint

IMPORTANT: This document is subject to disclosure under the Freedom of Information Law. The person or firm you are complaining about will receive a copy of this complaint.

PLEASE PRINT OR TYPE

NAME (LAST, FIRST, M.I., SUFFIX)

Hilsen, Rita J.

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE BUSINESS TELEPHONE

TYPE OF BUSINESS YOU ARE COMPLAINING ABOUT:

- Apartment Information Vendor/Sharing Agent
- Appearance Enhancement
- Armored Car Carrier/Guard
- Athlete Agent
- Barber
- Bedding
- Central Dispatch Facility
- Coin Processor
- Health Club
- Hearing Aid Dispenser/Business
- Home Inspector
- Notary Public
- Private Investigator, Bail Enforcement Agent & Watch, Guard or Patrol Agency
- Real Estate Appraiser
- Real Estate Broker/Sales
- Security & Fire Alarm Installer
- Security Guard
- Telemarketer Business
- Other

Person and/or firm you are complaining about:

NAME (LAST, FIRST, M.I., SUFFIX)

R. Kambou (?)
Kombom, Steven - Pallorium International Investigative Services

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

TELEPHONE

Name and address of other people involved in complaint:

NAME (LAST, FIRST, M.I., SUFFIX)

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE BUSINESS TELEPHONE

NAME (LAST, FIRST, M.I., SUFFIX)

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE BUSINESS TELEPHONE

Preliminary Statement of Complaint

Amount of money involved in complaint: \$32,000

List all receipts or proof of payment: No money has changed hands. Mr. Ramborn has sued me for this amount, He has; however, taken money from Jonathan Green, Esq. in Chicago, Illinois, (from the TIAA-CREF ruled to me

Indicate the nature of your complaint. Be exact as to facts. If you need more space, attach an additional sheet of paper:

- 1) Mr. Ramborn's retainer indicates that he took my case on a percentage basis which is illegal in New York state, I now understand.
- 2) In his suit he claims I have received \$160,000 from my ex-husband. On Nov. 10, I had received only 3 payments in 3 months of \$200.00 piece while struggling to stay alive in a shelter where I have lived for 10 1/2 years.
- 3) Mr. Ramborn was hired to find my ex-husband and his assets. He agreed to send me reports as to his findings. He did not find my ex-husband, nor did he find any of his hidden assets. He sent no reports.
- 4) He used pressure tactics and ^{was} extremely abusive in all conversations, threatening to quit the case if I didn't hire his choice of lawyer, etc.
- 5) The retainer agreement and lawsuit have already been sent. I am attaching a copy of ~~an~~ ^{an} informal email I sent to my lawyer when I received the lawsuit, which details my complaints against Mr. Ramborn.

Attach copies of contracts or supporting documentation.

Have you gone to: _____ a lawyer? court or another agency? I discussed this with another private investigator who advised me.

What action are you seeking from the Department of State? I am asking that the Department of State revoke Mr. Ramborn's license because of the above listed illegal and/or unprofessional behaviors. I am also asking for any other relief you can grant, and for your help in securing protection from Mr. Ramborn, whose retaliation I fear.

Lisa J. Nelson, M.A. Signature

RECEIVED November 15, 2006 Date
NOV 17 2006
DEPARTMENT OF STATE

The attached is a copy of an informal email I sent to my lawyer. RGH n/15/06 page 1

Re: File # 2006-34-35

CONDUCT OF ~~Steve Rambam, P.I.~~ Steve Rambam, P.I. 

- 1) My retainer agreement clearly states that he has to recover from Jonathan Green, Esq. and not from me
- 2) He did not do the work he claim he did on my behalf. He never traveled through Europe looking for Jesse, as he claims. He found him by looking for Alfred or Leona Kellerman on a computer, after I told him about those two people ~~living in~~ the Netherlands. He went to South Africa only when he had other business there and interviewed Jesse. The interview was recorded and I was promised the film, but he refused to send it to me.
- 3) I was promised in the retainer agreement written reports on the case at, I believe, monthly intervals, which I never received.
- 4) Rambam failed to locate ONE asset of Jesse's as set forth in the retainer agreement, but rather pursued ONLY leads I gave him (such as Kiss) and assets already on my divorce judgment (the TIAA-CREF pension fund) In taking a cut of this asset before I ever received mine, he has broken the law.
- 5) In each and every dealing with Rambam, I was subjected to severe, extreme abuse and pressure tactics. He refused to let me speak at all. He told me to go "fuck myself". On several occasions, he threatened to quit the case unless I did something he told me to do—i.e., hire Steve Mostofsky, Esq., or turn over to him information on a business card given to me personally by Frank Ter Voorde, Leona's new husband.
- 6) He alone caused two major stories on my situation to be unaired or in the case of the second, unfiled. "48 Hours" shot a long segment on my situation, which Steve Rambam had killed. Discovery Health International contacted me about doing my story, but Steve refused to sign a release which made the people at Discovery International ~~forward~~ ^{not forward}. These were acts of pure malice, as they put no money in his pocket, but might have helped me. The producer at Discovery International, Pam Danter, told me another producer there who had worked with Rambam found him to be controlling, abusive and basically impossible to deal with. Indeed, his criminal-like behaviors are legendary and I have absolutely no intention of ever paying anything to be controlled, abused and threatened by a thug like Rambam.
- 7) He may already have been paid something out of my TIAA-CREFF pension fund, money to which he was never entitled and which HE owes me. *(He was paid. Judge Al Green told me so.)*
- 8) Through Jonathan Green, Esq., I was informed that my ex-husband, Jesse Hilsen was living in South Africa and under constant surveillance. This information was given to him by Steve Rambam. In point of fact, Jesse was in New York state working at a hospital, and could have been brought into custody months before I discovered that he was back home and told it to my federal agent, Keith Talbert. So his "surveillance" was as ineffective as he, and as truthful.
- 9) During his "tenure", it quickly became apparent to me that I could not speak with

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350 North LaSalle Street, Suite 800
Chicago, Illinois 60610-4798 USA
www.jcgreenlaw.com

Telephone 1-312-494-1000
Facsimile 1-312-494-1009
Email jcg@jcgreenlaw.com

Jonathan Clark Green
ROCK, FUSCO & GARVEY, LTD.
of counsel
CABINET RON SOFFER
Independent Correspondent
Paris, France

March 13, 2001

Mrs. Rita Hilsen



VIA FEDERAL EXPRESS

Re: Clarifications and Amendments to "Second Revised Engagement Letter for Recognition and Enforcement of Various Judgments in Foreign Jurisdictions on behalf of Mrs. Rita Hilsen," dated November 29, 2000, and signed by Mrs. Rita Hilsen on December 3, 2000

Dear Mrs. Hilsen:

As we discussed over the last few weeks, and again last evening, due to the further information obtained in this case since our engagement letter was entered into in the above matter, which was dated November 29, 2000, and signed by you on December 3, 2000, and as a result of our recent detailed negotiations to ensure the services of Steven Rambam of Pallorium, Inc., as our investigator in this case, we have clarified five points in regard to your engagement of my services, thereby amending that engagement letter. They are the following:

1. It is agreed that if you receive any non-liquidated assets pursuant to my efforts in the above engagement agreement, or the efforts of any other attorney or investigator I have engaged for you pursuant to the above engagement agreement, you will liquidate such assets as soon as is feasibly possible, and the entire proceeds of those liquidations shall be directly placed in your client fund trust account with my firm for immediate distribution pursuant to the terms of the above engagement agreement. In addition, you will cooperate with me in providing any powers of attorney that may be necessary to execute such liquidations on your behalf.
2. It is agreed that the above engagement agreement includes all recoveries from any actions occurring in or relating to the bankruptcy case in this matter, for which the U.S. Bankruptcy Court for the Southern District of New York has reserved jurisdiction, and which is still pending, namely Case No. 87 B11261(CB), including, but not limited to, Adversary Proceeding Nos. 89-5475A and 89-6024A, and that Ron Soffer and I shall file


November 15, 2006

NYS Department of State
Complaint Review Unit, 19th floor
123 William Street
New York, NY 10038-3804
Attn, Mr. Papir

Re: File # 2006-3435

Dear Mr. Papir:

My completed form is a few days late for two compelling reasons. Firstly, it was necessary for me to request a new form because a woman from the next room spilled juice on it, so I had to wait for that form to arrive. Secondly, I developed something called "thoracic radiculopathy" and was in excruciating pain until today, when I am finally able to resume some activities. I am obsessive about getting everything in on time, so I wanted you to know why this paper is arriving late.

Mr. Rombom (whom I know as Rambam) displayed such egregiously illegal, offensive, and indeed terrifying behavior that I sincerely hope you and your agency will take away his license so no other woman ever has to suffer at his hands. For your information, if you google his name, you can read that he was arrested by the Feds for impersonating a federal agent and other illegal acts. I do not know anything else about that case beyond the fact that he was put into handcuffs at the Hotel Pennsylvania as he was about to give a speech there.

Thank you very much for your attention to this case.

Sincerely,



Rita J. Hilsen

**Letter of Clarification and Amendment to Second Revised Engagement Letter for Rita Hilsen,
March 13, 2001, P.2.**

appearances on your behalf, if necessary, as your attorneys of record to represent your interests in that case pursuant to the above engagement agreement.

3. It is agreed that any insurance proceeds or other economic benefits received directly by you which were due to you by virtue of the legal actions outlined in the above engagement letter, including paragraph 2 of this clarification letter, above, or other related actions, or the terms of a settlement in this matter, and not placed in your client fund trust account at my firm pursuant to the above engagement agreement for whatever reason, shall be considered recoveries for purposes of the above engagement agreement, and shall, unless otherwise agreed in writing by the parties, be immediately liquidated and placed into your client fund trust account at my firm pursuant to the procedures outlined in paragraph 1, above. If such funds are not so liquidated and placed into the trust account, in addition to other appropriate legal remedies, the equivalent dollar amount value in fees and expenses due on such recoveries pursuant to the above engagement agreement may be credited against distributions made to you from the trust account pursuant to the terms of the above engagement agreement.

4. It is agreed that (i) in consideration of the services rendered and yet to be rendered to you pursuant to the above engagement letter, you do hereby sell, grant, transfer, convey and assign to me, as my compensation herein, the undivided interest in and to any recoveries by you in connection with the legal actions outlined in the above engagement letter, including paragraph 2 of this clarification letter, above, and any other related actions and settlements in this matter, as such interest is specifically set forth in the terms of such engagement letter, and (ii) you shall not accept nor execute any release or settlement agreement in exchange for any recoveries negotiated by me or otherwise demonstrated to be as a result of my efforts in the above engagement agreement, or the efforts of any other attorney or investigator I have engaged for you pursuant to the above engagement agreement, in connection with the legal actions outlined in the above engagement letter, including paragraph 2 of this clarification letter, above, and any other related actions and settlements in this matter, without my express written approval that such release or settlement agreement fulfills your obligations pursuant to the above engagement letter, including this letter of clarification and amendment.

5. It is agreed that you have fully reviewed, understood and accepted the Agreement for Investigative and Related Services with Pallorium, Inc., attached hereto as Exhibit A, arranged by me, at your request, pursuant to the above engagement letter, and that, by signing such Agreement, you agree to be fully bound by your obligations pursuant to that Agreement.

Paragraphs 1 through 5, above, including, by reference, Exhibit A, attached hereto, are hereby incorporated into, and made a part of, retroactively to December 3, 2000, the engagement letter between The Law Offices of Jonathan Clark Green, P.C. and Mrs. Rita Hilsen, entitled,

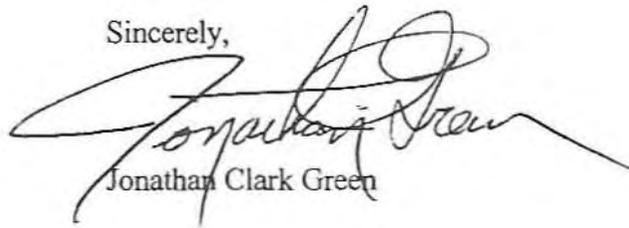
Letter of Clarification and Amendment to Second Revised Engagement Letter for Rita Hilsen,
March 13, 2001, P.3.

“Second Revised Engagement Letter for Recognition and Enforcement of Various Judgments in Foreign Jurisdictions on behalf of Mrs. Rita Hilsen,” dated November 29, 2000, and signed by Mrs. Rita Hilsen on December 3, 2000. I reiterate that nothing contained herein shall change, in any way, the fundamental understanding espoused in that engagement letter that in no case shall the total fees and expenses in this case exceed 50% of the recovery.

Please review this clarifications and amendments letter, as well as the attached Exhibit A “Agreement for Investigative and Related Services,” then sign that agreement on page 5, sign this letter in the signature space provided below, and forward the originals of this signed clarifications and amendments letter, together with the signed Exhibit A, back to me at my office.

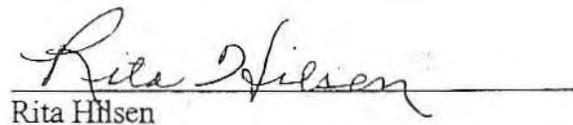
Rita, I look forward to continuing to represent you in this matter.

Sincerely,



Jonathan Clark Green

Read, understood, and accepted:



Rita Hilsen

Dated this 20^{RFH} day of March, 2001.

(Exhibit A to JCG, PC, Clarifications and Amendments Letter
of March 13, 2001, to Mrs. Rita Hilsen)

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AGREEMENT FOR INVESTIGATIVE AND RELATED SERVICES

1. This Agreement for Investigative and Related Services ("Agreement") is to set forth in writing the agreement which was reached between Pallorium, Inc., a Texas corporation (hereinafter referred to as "Pallorium"), Mrs. Rita HILSEN (a resident of New York, NY), and The Law Offices of Jonathan Clark Green, P.C., an Illinois Professional Services Corporation (hereinafter referred to "JCG, PC"), covers the investigative and related services by Pallorium commencing on January 17, 2001, as described herein. JCG, PC, represents that it is acting on the behalf of the judgment creditor, Mrs. Rita HILSEN, in entering into this Agreement, pursuant to its legal services engagement letter entered into with Mrs. Rita HILSEN on December 3, 2000, as amended by the clarifications and amendments letter regarding such engagement letter, dated March 13, 2001 (jointly referred to as the "Legal Services Engagement Letter"). The Term "Client" shall hereinafter refer jointly and severally to Mrs. Rita HILSEN and JCG, PC.

2. "Pallorium" in this agreement shall refer to Pallorium, Inc., a Texas corporation and licensed investigative agency, and/or any agencies/firms/corporations and/or any investigators/researchers/assistants/employees, etc. which Pallorium, Inc., may direct to work on Client's behalf in connection with this matter.

3. Client states that it has obtained (or anticipates obtaining in the near future) final, unappealable judgments against Jesse HILSEN, formerly a resident of New York, NY, in the amount of \$200,000.00 USD, or greater, which are described in the confidential Legal Services Engagement Letter ("Legal Matters").

4. Client does hereby voluntarily employ Pallorium for the purposes of: 1) doing investigative research in attempting to locate the assets and/or residences and/or places of employment of Jesse HILSEN, and, 2) any and all related investigative activity which might assist Client in collecting monies from Jesse HILSEN.

5. In consideration of the services rendered and yet to be rendered to Client by Pallorium, Client does hereby sell, grant, transfer, convey and assign to Pallorium, as its compensation herein, the following undivided interest in and to any recoveries by Client in connection with the Legal Matters against Jesse HILSEN described in paragraph 3, above:

5(a). PAYMENTS.

Client will pay to Pallorium, as compensation for all hours and expenses (except as otherwise described in paragraph 5(c) of this Agreement) billable by Pallorium in connection with the herein (generally) described investigation, TWENTY percent (20%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse HILSEN. Client understands and agrees that all amounts payable to Pallorium must be paid within one (1) month of Client's (direct or indirect) receipt of any such monies and/or assets from Jesse HILSEN. Client understands and agrees that all amounts payable to Pallorium must

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be paid by Client regardless of the amount of billable time or expenses actually expended by Pallorium in connection with this matter.

5(b). PROMPT PAYMENT.

Client understands and agrees that should all amounts payable to Pallorium pursuant to this Agreement not be paid by Client within one (1) month of Client's receipt of any monies and/or assets from Jesse HILSEN, then Client must pay to Pallorium FORTY percent (40%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse HILSEN, plus additional fees and interest as described in paragraph 13 of this Agreement. Client further understands and agrees that if Pallorium is not paid by Client within one (1) month of Client's receipt of any monies and/or assets from Jesse HILSEN, then any limit set by Client for expenses for which Pallorium may bill Client, as described in paragraph 5(c) of this Agreement, will be completely waived by Client.

5(c). TOTAL EXPENSES AND "GOOD FAITH" EXPENSE PAYMENT

In the event of Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN, Pallorium shall be entitled to reimbursement for expenses for its work done pursuant to this Agreement, upon presentation of valid receipts to Client, up to a limit of Five Thousand Dollars (\$5,000.00), as funds allow, and Client shall pay such expenses in addition to the "20%" compensation due to Pallorium as described in paragraph 5(a) of this Agreement. Client further agrees to make a non-refundable "good faith" expense payment of Two Thousand Dollars (\$2,000.00) to Pallorium upon the receipt by JCG, PC, of Pallorium's preliminary investigative report, which shall be issued no later than six (6) months from the execution of this Agreement and shall be as comprehensive as possible under the circumstances to allow Client to initiate legal proceedings pursuant to paragraph 9 of this Agreement. Client understands and agrees that this \$2,000.00 payment shall be considered due and payable to Pallorium regardless of the amount of monies and/or assets directly or indirectly received by Client from Jesse HILSEN, but Pallorium agrees and understands that this \$2,000.00 payment shall be credited against any expenses claimed by Pallorium within the \$5,000.00 expense limit under this Agreement.

5(d). RECEIPT OF MONIES AND/OR ASSETS DEFINED

For purposes of this Agreement, "Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN" shall be defined as the receipt, into the client fund trust account of JCG, PC, or otherwise, of any monetary or otherwise liquidated recoveries due to Mrs. Rita HILSEN as a result of the Legal Matters described in the Legal Services Engagement Letter, including any and all related settlements or payments. For purposes of this Agreement, JCG, PC, shall be responsible only for Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN that are placed in the client fund trust account of JCG, PC, or otherwise placed in the custody and control of JCG, PC, pursuant to the Legal Services Engagement Letter, including any late payment penalties due Pallorium pursuant to paragraph 5(b) for such monies and/or assets, accruing once so placed, and Mrs. Rita HILSEN shall be responsible for any other amounts constituting Client's (direct or

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indirect) receipt of any monies and/or assets from Jesse HILSEN under this Agreement, including any late payment penalties thereto due Pallorium pursuant to paragraph 5(b).

6. As the term is used in paragraph 5(d), above, "liquidated recoveries" shall include, but not be limited to, the liquidated amounts of any property other than cash or its electronic equivalent, either real or personal, either located within the United States or elsewhere, received (directly or indirectly) by the Client pursuant to the Legal Matters described in the Legal Services Engagement Letter. Such properties shall be liquidated by Client upon receipt as soon as is reasonably possible.

7. In the event that an asset identified is cash or its electronic equivalent, then Pallorium shall receive an undivided percentage of the gross amount of such cash or electronic equivalent collected by Client, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement. In the event that other assets are discovered which would have to be sold by Client, then Pallorium shall receive a percentage of the gross sales price of the asset so sold, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement.

8. In the event that Client and the judgment debtor reach a settlement agreement without executing on any assets, such as signing a new note to Client, then Pallorium shall receive a gross percentage of the agreed upon settlement amount, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement.

9. Once Pallorium has located and/or identified any monies and/or other assets (directly or indirectly) belonging to Jesse HILSEN, and reported same to Client and, in particular JCG, PC, then Client is required to take all action, within its power and monetary resources, necessary to seize, execute against, garnish, attach, levy against and/or obtain those assets and/or monies identified by Pallorium within sixty (60) calendar days of the date that Pallorium has reported same to Client and, in particular, JCG, PC. In the event that Client, for whatever reason, fails to initiate such legal proceedings to seize, execute against, garnish, attach, levy against and/or obtain those assets and/or monies identified by Pallorium within sixty (60) calendar days of the date that Pallorium has reported same to Client and, in particular, JCG, PC, then Client must pay to Pallorium all time (at \$250/hour) and expenses incurred by Pallorium specifically related to such location and/or identification, to be paid only from any monies and/or other assets already (directly or indirectly) received by Client from Jesse HILSEN, unless such failure is by no fault of Client or such proceeding is not legally supportable, in which case no such payment will be due, but Client agrees nonetheless to continue all such efforts with due diligence, as necessary and feasible, in order to successfully seize, execute against, garnish, attach, levy against, and/or obtain those assets and/or monies identified by Pallorium.

10. Once Pallorium has located assets and/or monies (directly or indirectly) belonging to the judgment debtor (Jesse HILSEN) which are subject to seizure, execution against, garnishment, attachment, or levy, any and all expenses, legal fees or other costs which might need to be incurred in order to acquire said asset by Client shall be paid solely and entirely by Client, and these expenses, legal fees or other costs shall not reduce the amounts payable to Pallorium pursuant to this Agreement.

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11. All investigative activity conducted by Pallorium shall be at the sole discretion of Pallorium. Client states and warrants to Pallorium that Pallorium is legally permitted, to the extent allowed by law pursuant to the Federal Fair Credit Reporting Act, and all other foreign, federal and/or local statutes and regulations, to obtain consumer credit reports and other similar reports for Jesse HILSEN.

12. Client agrees to indemnify and hold harmless Pallorium and its officers, employees, agents, representatives, etc. from any damages of any kind arising from Client's use of any information that Pallorium may obtain at Client's request pursuant to this Agreement, or for any activity that Pallorium may undertake in good faith at Client's request.

13. Client understands and agrees that should any sums of money payable to Pallorium pursuant to this Agreement not be paid by Client, thereby causing Pallorium to incur any legal or other expenses in connection with Pallorium's efforts to collect these monies payable to Pallorium, then Client must reimburse Pallorium in full for these legal and/or collection and/or other expenses, including compensation for any time which officers employees, agents, representatives, etc., of Pallorium must expend to collect these monies. Client understands and agrees that Pallorium will be compensated by Client for any time which Pallorium must expend to collect any monies due to Pallorium by Client, at the rate of two hundred and fifty dollars (\$250.00) per hour (per officer, employee, agent, representative, etc. of Pallorium, Inc.), regardless of any other hourly fee and/or percentage-based fee agreed to by Pallorium in connection with this Agreement. Client understands and agrees that all such expenses incurred by Pallorium must be reimbursed by Client within one (1) month of Pallorium's written request. Client further understands and agrees that all unpaid balances of monies payable to Pallorium will have a one-and-one-half percent (1-1/2%) bookkeeping and file maintenance charge added to the outstanding balance each month.

14. Client agrees that all necessary and legitimate legal expenses other than collection-related fees as described in paragraph 13, above, incurred by Pallorium in connection with this requested work are payable/reimbursable to Pallorium in addition to any other previously described payments, including the limited \$5,000.00 expense budget described in paragraph 5(c) of this Agreement, to be paid only from any monies and/or other assets already (directly or indirectly) received by Client from Jesse HILSEN. Client understands and agrees that such additional expenses for which client must reimburse Pallorium include any and all legal fees which Pallorium may be required to pay should Pallorium need to retain legal representation to protect Pallorium's rights and interests in connection with any situation of any kind arising from the herein described investigative/research/consulting, etc., work, except such situations involving any intentional criminal conduct by Pallorium.

15. Any and all payments made to Pallorium as the result of this Agreement shall be made to SCOTT F. MONROE, attorney, as Trustee for Pallorium, Inc. (917 Main Street, Kerrville, Texas 78028 USA, telephone: 830-896-7500), to Pallorium, Inc., via bank wire to Pallorium, Inc.'s corporate accounts, or by check to Pallorium, Inc.

16. Client acknowledges that the rates agreed to in this agreement may represent a substantial reduction of Pallorium's usual charges, and Client understands that Pallorium's

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acceptance of this Agreement in no way obligates Pallorium to perform any future and/or unrelated work for these rates.

17. It is understood that nothing in this Agreement shall be interpreted as a guarantee on Pallorium's part of results of any kind, and it is further understood that Pallorium is only being asked to conduct the work described herein to the best of its ability, and to report all appropriate findings to Client and, in particular, to JCG, PC, if requested.

18. This contract is performable and enforceable in Kerr County, Texas, USA and shall be construed in accordance with the laws of the State of Texas, USA.

19. Should any term and/or condition and/or portion of this Agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining terms and/or conditions and/or portions.

20. The five (5) pages of this Agreement constitute the complete agreement between Pallorium, Mrs. Rita HILSEN and JCG, PC, and may be modified only in writing, and any such modification must be signed by Pallorium, Mrs. Rita HILSEN and JCG, PC.

21. This Agreement shall terminate (i) upon written consent of the parties, or (ii) upon Client's complete (direct or indirect) receipt of monies and/or assets from Mr. Jesse HILSEN constituting all amounts due to Mrs. Rita HILSEN as a result of the Legal Matters described in the Legal Services Engagement Letter, whichever is earlier, whereupon any amounts still remaining due pursuant to this Agreement and incurred during the duration of this Agreement, shall continue to be made pursuant to the terms of this Agreement after its termination.

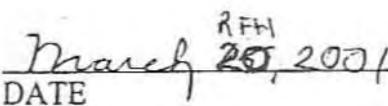
IN WITNESS WHEREOF, the parties hereto have set their hands and seal to this instrument on the below-captioned dates.

PALLORIUM, INC.
By Steven Rambam, Senior Director

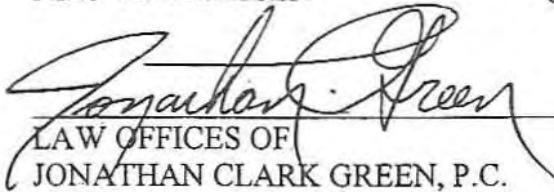
DATE



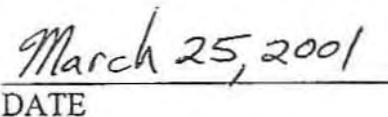
MRS. RITA HILSEN



DATE



LAW OFFICES OF
JONATHAN CLARK GREEN, P.C.
By Jonathan Clark Green, President
(pursuant to Legal Services Engagement Letter)



DATE

CONFIDENTIAL

acceptance of this Agreement in no way obligates Pallorium to perform any future and/or unrelated work for these rates.

17. It is understood that nothing in this Agreement shall be interpreted as a guarantee on Pallorium's part of results of any kind, and it is further understood that Pallorium is only being asked to conduct the work described herein to the best of its ability, and to report all appropriate findings to Client and, in particular, to JCG, PC, if requested.

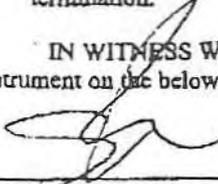
18. This contract is performable and enforceable in Kerr County, Texas, USA and shall be construed in accordance with the laws of the State of Texas, USA.

19. Should any term and/or condition and/or portion of this Agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining terms and/or conditions and/or portions.

20. The five (5) pages of this Agreement constitute the complete agreement between Pallorium, Mrs. Rita HILSEN and JCG, PC, and may be modified only in writing, and any such modification must be signed by Pallorium, Mrs. Rita HILSEN and JCG, PC.

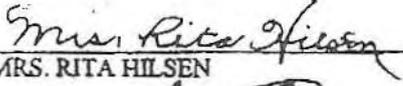
21. This Agreement shall terminate (i) upon written consent of the parties, or (ii) upon Client's complete (direct or indirect) receipt of monies and/or assets from Mr. Jesse HILSEN constituting all amounts due to Mrs. Rita HILSEN as a result of the Legal Matters described in the Legal Services Engagement Letter, whichever is earlier, whereupon any amounts still remaining due pursuant to this Agreement and incurred during the duration of this Agreement, shall continue to be made pursuant to the terms of this Agreement after its termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to this instrument on the below-captioned dates.



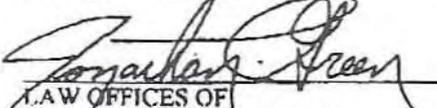
PALLORIUM, INC.
By Steven Rambam, Senior Director

27 March 2001
DATE



MRS. RITA HILSEN

March 20, 2001
DATE



LAW OFFICES OF
JONATHAN CLARK GREEN, P.C.
By Jonathan Clark Green, President
(pursuant to Legal Services Engagement Letter)

March 25, 2001
DATE

Preliminary Statement of Complaint

IMPORTANT: This document is subject to disclosure under the Freedom of Information Law. The person or firm you are complaining about will receive a copy of this complaint.

PLEASE PRINT OR TYPE

NAME (LAST, FIRST, M.I., SUFFIX)

Hilsen, Rita J.

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE

BUSINESS TELEPHONE

TYPE OF BUSINESS YOU ARE COMPLAINING ABOUT:

- Apartment Information Vendor/Sharing Agent
- Appearance Enhancement
- Armored Car Carrier/Guard
- Athlete Agent
- Barber
- Bedding
- Central Dispatch Facility
- Coin Processor
- Health Club
- Hearing Aid Dispenser/Business
- Home Inspector
- Notary Public
- Private Investigator, Bail Enforcement Agent & Watch, Guard or Patrol Agency
- Real Estate Appraiser
- Real Estate Broker/Sales
- Security & Fire Alarm Installer
- Security Guard
- Telemarketer Business
- Other

Person and/or firm you are complaining about:

NAME (LAST, FIRST, M.I., SUFFIX)

Rombom, Steven - Pallorium International Investigative Services

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

TELEPHONE

Name and address of other people involved in complaint:

NAME (LAST, FIRST, M.I., SUFFIX)

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE

BUSINESS TELEPHONE

NAME (LAST, FIRST, M.I., SUFFIX)

ADDRESS NUMBER AND STREET

CITY STATE ZIP+4 COUNTY

HOME TELEPHONE

BUSINESS TELEPHONE

all Part about any Prior complaints

for any
~~see~~ Koppf.

Rita Hilsen



October 18, 2006

NYS Department of State
Division of Licensing
123 William Street
New York, NY 1000
Attn: Complaint Division

Re: Steve Rambam

To Whom It May Concern:

I am writing to complain about the unprofessional conduct of licensed investigator, Steve Rambam. He took my case on a percentage basis in New York City and is now suing me for \$32,000.00, which he claims is his percentage of the money I obtained. The federal court has found that my husband is in arrears for \$160,000.00 in back child support. To this date there has been no recovery of that money. Mr. Rambam based his percentage wage on that finding. I am under the understanding that the practice of a percentage scale is illegal for a private investigator in the State of New York. Mr. Rambam has based his percentage on money that I have never received.

Enclosed you will find his lawsuit and retainer statement.

Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Rita Hilsen".

RITA HILSEN

ENCLOSURE:
Copy of lawsuit
Copy of retainer

DEFENDANT'S
COPY

CITATION
PERSONAL SERVICE

CLERK OF THE COURT
LINDA UECKER, DISTRICT CLERK
700 Main Street, Suite 236
Kerrville, Texas 78028

Attorney for Plaintiff
951 Main Street
Kerrville, Texas 78028
Scott F Monroe

TO: Rita Hilsen by serving the Security Guard at the Apartment
Complex

DEFENDANT- GREETING

THE STATE OF TEXAS:

CAUSE NO. 06-109-A

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your Attorney do not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of 20 day after the date you were served this citation and petition, a default judgment may be taken against you.

You are commanded to appear by filing a written answer to the Plaintiff's Petition at or before 10:00 o'clock A.M. on the Monday next after the expiration of 20 days after the date of service hereof, before the Honorable 216th District court of Kerr County, Texas. Said petition was filed on 02/22/2006 on the docket of said court and styled,

Pallorium, Inc.

vs.

Rita Hilsen

The nature of Plaintiff's demand is fully shown by a true and correct copy of Plaintiff's Petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at Kerrville, Texas 7/12/2006



LINDA UECKER, DISTRICT CLERK
216th District court
Kerr County, Texas

By Simona Garza Deputy
Simona Garza

OFFICER'S RETURN

Came to hand on the ___ day of _____ 20___ at ___ o'clock ___ M and executed the ___ day of _____ 20___ by delivering to defendant _____ in person, a true copy of this citation with a copy of the petition attached thereto on ___ day of _____ 20___ at ___ o'clock ___ M at _____ in _____ County, Texas.

Not executed. The diligence use in finding defendant being _____

Information received as to the whereabouts of defendant being _____

Fees . \$ _____

_____ Sheriff / Constable / District Clerk
_____ County, Texas

By _____ Deputy

** Service by Rule 106 TRC if directed by attached Court Order

A
06 109
NO. _____

PALLORIUM, INC.

§

IN THE DISTRICT COURT

VS.

§

216 JUDICIAL DISTRICT

§

§

RITA HILSEN

§

KERR COUNTY, TEXAS 2:50 O'clock 11

FILED

PLAINTIFF'S ORIGINAL PETITION

FEB 22 2006

TO THE HONORABLE JUDGE OF SAID COURT:

LINDA UECKER
District Clerk
Kerr County, Texas

By [Signature]

COMES NOW, PALLORIUM, INC., a Texas corporation, complaining of RITA HILSEN, and files this, its Original Petition, and for good cause would respectfully show the Court the following:

I.

PALLORIUM, INC., is a Texas corporation with its principal domicile in Kerr County, Texas.

Defendant, RITA HILSEN, is an individual residing at 3642 Broadway, New York, Kings County, NY 10025. Citation may be served by delivering a copy of the same to Defendant at her residence.

II.

Venue is proper in Kerr County, Texas, as this suit is based upon a written contract, which, at the option of Plaintiff, is performable in either the State of New York, or in Kerr County, Texas.

III.

On or about March 20, 2001, Plaintiff and Defendant entered into a written contract wherein Defendant employed the Plaintiff to conduct certain private investigations for the Defendant all over the world in an attempt to collect past-due child support and alimony owed to the Defendant from her previous spouse. The agreement between the Plaintiff and Defendant was reduced to writing and

signed by both parties. A copy of the contract between the Plaintiff and the Defendant is attached hereto as EXHIBIT "A" and is incorporated by reference herein.

IV.

Pursuant to the terms and conditions of the contract, Plaintiff performed all of the work and services which it was obligated to do and made a report to the Defendant in accordance with the terms and conditions of the contract. According to the terms of the contract, Defendant was to pay Plaintiff a percentage of any funds recovered by her from her ex-husband or entities under the control of her ex-husband. Defendant has, in fact, recovered sums of money from her ex-husband but has not paid Plaintiff its percentage in accordance with the terms of the contract. But additionally, the contract attached hereto required the Defendant to attempt to levy upon assets located by the Plaintiff and provided that the failure of the Defendant to levy on assets located by the Plaintiff would also result in the Defendant owing Plaintiff a percentage of the assets upon which the Defendant failed or refused to levy upon. Plaintiff seeks recovery of these funds also.

V.

Defendant has refused to pay any percentages of amounts recovered and has refused to provide an account of any amounts recovered. Because of refusal to pay, sufficient time has elapsed wherein the preferred percentage of payment which was offered to the Defendant is no longer applicable. Additionally, Plaintiff has incurred additional costs and expenses in attempting to collect this debt. According to the terms and conditions of this contract, these costs and expenses (including time expenditures at the rate of Two Hundred Fifty and No/100. (\$250.00) per hour), are recoverable as additional damages. All sums owed by Defendant to Plaintiff exceed the minimum jurisdiction of this Court.

VI.

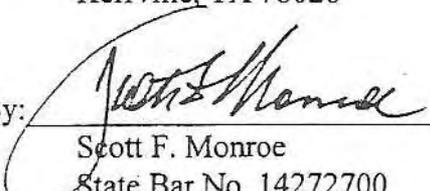
Thereafter, Plaintiff employed the services of SCOTT F. MONROE, a licensed attorney, to protect its interest in this matter. Pursuant to this employment, Plaintiff caused a demand letter to be mailed to Defendant, demanding payment of the sums which were due. A copy of this demand letter is attached hereto as EXHIBIT "B" and incorporated by reference herein. Although Defendant received the demand letter on November 11, 2005, Defendant failed to remit any of the sums due and owing. Because demand was formally made, said sums due and owing to the Plaintiff should bear interest at the rate of eighteen percent (18%) from and after the date of demand until paid. Additionally, Defendant should be liable for any and all legal fees, costs and expenses incurred by Plaintiff in attempting to collect this debt.

WHEREFORE PREMISES CONSIDERED, Plaintiff respectfully prays that it has judgment against the Defendant for all sums due and owing by Defendant to Plaintiff in accordance with the terms and conditions of the contract, plus pre-judgment interest at the contract rate, plus all attorney's fees, costs and expenses, and plus any other relief which Plaintiff may show itself justly entitled.

Respectfully submitted,

Pollard & Monroe
Attorneys at Law
951 Main Street
Kerrville, TX 78028

By:



Scott F. Monroe
State Bar No. 14272700
Attorney for Plaintiff

EXHIBIT "A"

(Exhibit A to JCG, PC, Clarifications and Amendments Letter
of March 13, 2001, to Mrs. Rita Hilsen)

CONFIDENTIAL
AGREEMENT FOR INVESTIGATIVE AND RELATED SERVICES

1. This Agreement for Investigative and Related Services ("Agreement") is to set forth in writing the agreement which was reached between Pallorium, Inc., a Texas corporation (hereinafter referred to as "Pallorium"), Mrs. Rita HILSEN (a resident of New York, NY), and The Law Offices of Jonathan Clark Green, P.C., an Illinois Professional Services Corporation (hereinafter referred to as "JCG, PC"), covers the investigative and related services by Pallorium commencing on January 17, 2001, as described herein. JCG, PC, represents that it is acting on the behalf of the judgment creditor, Mrs. Rita HILSEN, in entering into this Agreement, pursuant to its legal services engagement letter entered into with Mrs. Rita HILSEN on December 3, 2000, as amended by the clarifications and amendments letter regarding such engagement letter, dated March 13, 2001 (jointly referred to as the "Legal Services Engagement Letter"). The Term "Client" shall hereinafter refer jointly and severally to Mrs. Rita HILSEN and JCG, PC.

2. "Pallorium" in this agreement shall refer to Pallorium, Inc., a Texas corporation and licensed investigative agency, and/or any agencies/firms/corporations and/or any investigators/researchers/assistants/employees, etc. which Pallorium, Inc., may direct to work on Client's behalf in connection with this matter.

3. Client states that it has obtained (or anticipates obtaining in the near future) final, unappealable judgments against Jesse HILSEN, formerly a resident of New York, NY, in the amount of \$200,000.00 USD, or greater, which are described in the confidential Legal Services Engagement Letter ("Legal Matters").

4. Client does hereby voluntarily employ Pallorium for the purposes of: 1) doing investigative research in attempting to locate the assets and/or residences and/or places of employment of Jesse HILSEN, and, 2) any and all related investigative activity which might assist Client in collecting monies from Jesse HILSEN.

5. In consideration of the services rendered and yet to be rendered to Client by Pallorium, Client does hereby sell, grant, transfer, convey and assign to Pallorium, as its compensation herein, the following undivided interest in and to any recoveries by Client in connection with the Legal Matters against Jesse HILSEN described in paragraph 3, above:

5(a). PAYMENTS.

Client will pay to Pallorium, as compensation for all hours and expenses (except as otherwise described in paragraph 5(c) of this Agreement) billable by Pallorium in connection with the herein (generally) described investigation, TWENTY percent (20%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse HILSEN. Client understands and agrees that all amounts payable to Pallorium must be paid within one (1) month of Client's (direct or indirect) receipt of any such monies and/or assets from Jesse HILSEN. Client understands and agrees that all amounts payable to Pallorium must

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be paid by Client regardless of the amount of billable time or expenses actually expended by Pallorium in connection with this matter.

5(b). PROMPT PAYMENT.

Client understands and agrees that should all amounts payable to Pallorium pursuant to this Agreement not be paid by Client within one (1) month of Client's receipt of any monies and/or assets from Jesse HILSEN, then Client must pay to Pallorium FORTY percent (40%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse HILSEN, plus additional fees and interest as described in paragraph 13 of this Agreement. Client further understands and agrees that if Pallorium is not paid by Client within one (1) month of Client's receipt of any monies and/or assets from Jesse HILSEN, then any limit set by Client for expenses for which Pallorium may bill Client, as described in paragraph 5(c) of this Agreement, will be completely waived by Client.

5(c). TOTAL EXPENSES AND "GOOD FAITH" EXPENSE PAYMENT

In the event of Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN, Pallorium shall be entitled to reimbursement for expenses for its work done pursuant to this Agreement, upon presentation of valid receipts to Client, up to a limit of Five Thousand Dollars (\$5,000.00), as funds allow, and Client shall pay such expenses in addition to the "20%" compensation due to Pallorium as described in paragraph 5(a) of this Agreement. Client further agrees to make a non-refundable "good faith" expense payment of Two Thousand Dollars (\$2,000.00) to Pallorium upon the receipt by JCG, PC, of Pallorium's preliminary investigative report, which shall be issued no later than six (6) months from the execution of this Agreement and shall be as comprehensive as possible under the circumstances to allow Client to initiate legal proceedings pursuant to paragraph 9 of this Agreement. Client understands and agrees that this \$2,000.00 payment shall be considered due and payable to Pallorium regardless of the amount of monies and/or assets directly or indirectly received by Client from Jesse HILSEN, but Pallorium agrees and understands that this \$2,000.00 payment shall be credited against any expenses claimed by Pallorium within the \$5,000.00 expense limit under this Agreement.

5(d). RECEIPT OF MONIES AND/OR ASSETS DEFINED

For purposes of this Agreement, "Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN" shall be defined as the receipt into the client fund trust account of JCG, PC, or otherwise, of any monetary or otherwise liquidated recoveries due to Mrs. Rita HILSEN as a result of the Legal Matters described in the Legal Services Engagement Letter, including any and all related settlements or payments. For purposes of this Agreement, JCG, PC, shall be responsible only for Client's (direct or indirect) receipt of any monies and/or assets from Jesse HILSEN that are placed in the client fund trust account of JCG, PC, or otherwise placed in the custody and control of JCG, PC, pursuant to the Legal Services Engagement Letter, including any late payment penalties due Pallorium pursuant to paragraph 5(b) for such monies and/or assets, accruing once so placed, and Mrs. Rita HILSEN shall be responsible for any other amounts constituting Client's (direct or

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indirect) receipt of any monies and/or assets from Jesse HILSEN under this Agreement, including any late payment penalties thereto due Pallorium pursuant to paragraph 5(b).

6. As the term is used in paragraph 5(d), above, "liquidated recoveries" shall include, but not be limited to, the liquidated amounts of any property other than cash or its electronic equivalent, either real or personal, either located within the United States or elsewhere, received (directly or indirectly) by the Client pursuant to the Legal Matters described in the Legal Services Engagement Letter. Such properties shall be liquidated by Client upon receipt as soon as is reasonably possible.

7. In the event that an asset identified is cash or its electronic equivalent, then Pallorium shall receive an undivided percentage of the gross amount of such cash or electronic equivalent collected by Client, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement. In the event that other assets are discovered which would have to be sold by Client, then Pallorium shall receive a percentage of the gross sales price of the asset so sold, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement.

8. In the event that Client and the judgment debtor reach a settlement agreement without executing on any assets, such as signing a new note to Client, then Pallorium shall receive a gross percentage of the agreed upon settlement amount, pursuant to the terms specified in paragraphs 5, 5(a), 5(b), 5(c) and 5(d) of this Agreement.

9. Once Pallorium has located and/or identified any monies and/or other assets (directly or indirectly) belonging to Jesse HILSEN, and reported same to Client and, in particular JCG, PC, then Client is required to take all action, within its power and monetary resources, necessary to seize, execute against, garnish, attach, levy against and/or obtain those assets and/or monies identified by Pallorium within sixty (60) calendar days of the date that Pallorium has reported same to Client and, in particular, JCG, PC. In the event that Client, for whatever reason, fails to initiate such legal proceedings to seize, execute against, garnish, attach, levy against and/or obtain those assets and/or monies identified by Pallorium within sixty (60) calendar days of the date that Pallorium has reported same to Client and, in particular, JCG, PC, then Client must pay to Pallorium all time (at \$250/hour) and expenses incurred by Pallorium specifically related to such location and/or identification, to be paid only from any monies and/or other assets already (directly or indirectly) received by Client from Jesse HILSEN, unless such failure is by no fault of Client or such proceeding is not legally supportable, in which case no such payment will be due, but Client agrees nonetheless to continue all such efforts with due diligence, as necessary and feasible, in order to successfully seize, execute against, garnish, attach, levy against, and/or obtain those assets and/or monies identified by Pallorium.

10. Once Pallorium has located assets and/or monies (directly or indirectly) belonging to the judgment debtor (Jesse HILSEN) which are subject to seizure, execution against, garnishment, attachment, or levy, any and all expenses, legal fees or other costs which might need to be incurred in order to acquire said asset by Client shall be paid solely and entirely by Client, and these expenses, legal fees or other costs shall not reduce the amounts payable to Pallorium pursuant to this Agreement.

CONFIDENTIAL

11. All investigative activity conducted by Pallorium shall be at the sole discretion of Pallorium. Client states and warrants to Pallorium that Pallorium is legally permitted, to the extent allowed by law pursuant to the Federal Fair Credit Reporting Act, and all other foreign, federal and/or local statutes and regulations, to obtain consumer credit reports and other similar reports for Jesse HILSEN.

12. Client agrees to indemnify and hold harmless Pallorium and its officers, employees, agents, representatives, etc. from any damages of any kind arising from Client's use of any information that Pallorium may obtain at Client's request pursuant to this Agreement, or for any activity that Pallorium may undertake in good faith at Client's request.

13. Client understands and agrees that should any sums of money payable to Pallorium pursuant to this Agreement not be paid by Client, thereby causing Pallorium to incur any legal or other expenses in connection with Pallorium's efforts to collect these monies payable to Pallorium, then Client must reimburse Pallorium in full for these legal and/or collection and/or other expenses, including compensation for any time which officers, employees, agents, representatives, etc., of Pallorium must expend to collect these monies. Client understands and agrees that Pallorium will be compensated by Client for any time which Pallorium must expend to collect any monies due to Pallorium by Client, at the rate of two hundred and fifty dollars (\$250.00) per hour (per officer, employee, agent, representative, etc. of Pallorium, Inc.), regardless of any other hourly fee and/or percentage-based fee agreed to by Pallorium in connection with this Agreement. Client understands and agrees that all such expenses incurred by Pallorium must be reimbursed by Client within one (1) month of Pallorium's written request. Client further understands and agrees that all unpaid balances of monies payable to Pallorium will have a one-and-one-half percent (1-1/2%) bookkeeping and file maintenance charge added to the outstanding balance each month.

14. Client agrees that all necessary and legitimate legal expenses other than collection-related fees as described in paragraph 13, above, incurred by Pallorium in connection with this requested work are payable/reimbursable to Pallorium in addition to any other previously described payments, including the limited \$5,000.00 expense budget described in paragraph 5(c) of this Agreement, to be paid only from any monies and/or other assets already (directly or indirectly) received by Client from Jesse HILSEN. Client understands and agrees that such additional expenses for which client must reimburse Pallorium include any and all legal fees which Pallorium may be required to pay should Pallorium need to retain legal representation to protect Pallorium's rights and interests in connection with any situation of any kind arising from the herein described investigative/research/consulting, etc., work, except such situations involving any intentional criminal conduct by Pallorium.

15. Any and all payments made to Pallorium as the result of this Agreement shall be made to SCOTT F. MONROE, attorney, as Trustee for Pallorium, Inc. (917 Main Street, Kerrville, Texas 78028 USA, telephone: 830-896-7500), to Pallorium, Inc., via bank wire to Pallorium, Inc.'s corporate accounts, or by check to Pallorium, Inc.

16. Client acknowledges that the rates agreed to in this agreement may represent a substantial reduction of Pallorium's usual charges, and Client understands that Pallorium's

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acceptance of this Agreement in no way obligates Pallorium to perform any future and/or unrelated work for these rates.

17. It is understood that nothing in this Agreement shall be interpreted as a guarantee on Pallorium's part of results of any kind, and it is further understood that Pallorium is only being asked to conduct the work described herein to the best of its ability, and to report all appropriate findings to Client and, in particular, to JCG, PC, if requested.

18. This contract is performable and enforceable in Kerr County, Texas, USA and shall be construed in accordance with the laws of the State of Texas, USA.

19. Should any term and/or condition and/or portion of this Agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the legality or enforceability of the remaining terms and/or conditions and/or portions.

20. The five (5) pages of this Agreement constitute the complete agreement between Pallorium, Mrs. Rita HILSEN and JCG, PC, and may be modified only in writing, and any such modification must be signed by Pallorium, Mrs. Rita HILSEN and JCG, PC.

21. This Agreement shall terminate (i) upon written consent of the parties, or (ii) upon Client's complete (direct or indirect) receipt of monies and/or assets from Mr. Jesse HILSEN constituting all amounts due to Mrs. Rita HILSEN as a result of the Legal Matters described in the Legal Services Engagement Letter, whichever is earlier, whereupon any amounts still remaining due pursuant to this Agreement and incurred during the duration of this Agreement, shall continue to be made pursuant to the terms of this Agreement after its termination.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to this instrument on the below-captioned dates.



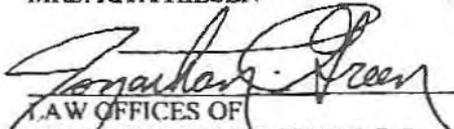
PALLORIUM, INC.
By Steven Rambam, Senior Director

27 March 2001
DATE



MRS. RITA HILSEN

March 20, 2001
DATE



LAW OFFICES OF
JONATHAN CLARK GREEN, P.C.
By Jonathan Clark Green, President
(pursuant to Legal Services Engagement Letter)

March 25, 2001
DATE

POLLARD & MONROE
ATTORNEYS AT LAW

951 MAIN STREET
KERRVILLE, TEXAS 78028-3504

L. W. POLLARD (1902-1981)
THOMAS W. POLLARD
TBN: 16100000
SCOTT F. MONROE
TBN: 14272700

TELEPHONE: (830) 896-7500
TELECOPIER: (830) 257-7079
E-MAIL: tpollard@ktc.com
E-MAIL: smonroe@ktc.com

November 2, 2005

Via CMRRR and Regular United States Postal Service

Ms. Rita Hilsen



Re: Demand for percentage of assets recovered from ex-husband

Dear Ms. Hilsen:

Please be advised that this law firm represents Pallorium, Inc., a Texas corporation, on the above referenced matter. As you are aware, on or about March 27, 2001, you executed a contract with my client wherein my client agreed to provide investigative services for you to attempt to help you locate assets belonging to your ex-husband from which you could collect past-due child support payments. For your convenience, a copy of your contract is attached hereto as Exhibit "A" and is incorporated by reference herein. It has been brought to my client's attention that you have recently recovered the amount of \$162,000.00 from your ex-husband. Its possible that you may have recovered other funds of which we are not aware.

Please accept this letter as formal demand for immediate payment of the sum of \$34,000.00, said sum being 20% of \$162,000.00. Additionally, please accept this letter as formal demand for a full accounting of all monies or assets received from your ex-husband from and after the date of this contract. If such money is not paid and such accounting is not provided on or before thirty (30) days from the date of this letter, then a lawsuit will be filed against you in the District Court of Kerr County, Texas to collect these funds. In the event that the litigation against you is successful, court costs and attorney's fees will be added to your bill.

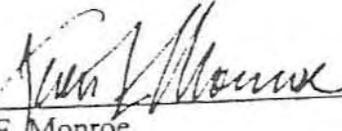
If you are in a strained financial position at this time, perhaps you might make arrangements with a bank or other lending institution to obtain the funds necessary to discharge this debt.

THIS LETTER IS BEING WRITTEN FOR THE PURPOSES OF COLLECTING A DEBT. ANY INFORMATION PROVIDED TO THE UNDERSIGNED ATTORNEY MAY BE USED FOR THESE PURPOSES. IF YOU DISPUTE THE VALIDITY OF THIS DEBT OR THE OWNERSHIP OF THE DEBT, VERIFICATION WILL BE PROVIDED TO YOU UPON WRITTEN REQUEST.

Thank you very much for your cooperation in this regard.

Very truly yours,

POLLARD & MONROE

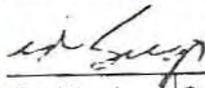


Scott F. Monroe

SFM:mk

Enclosure

DATE 4774 ENNO

U.S. Postal Service		COMPLETE THIS SECTION ON DELIVERY	
CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)			
For delivery information visit our website at www.usps.com			
Postage	\$.37	 Printed Name) C. Date of Delivery 11-2-05 11-2-05 Postmark Here	<input type="checkbox"/> Agent
Certified Fee	2.30		<input type="checkbox"/> Addressee
Return Receipt Fee (Endorsement Required)	1.75		Address different from item? <input type="checkbox"/> Yes
Suggested Delivery Fee (Endorsement Required)			Delivery address below: <input type="checkbox"/> No
Total Postage & Fees	\$ 4.42		
Sent To Ms. Rita Hilsen			<input type="checkbox"/> Express Mail
			<input type="checkbox"/> Return Receipt for Merchandise
			<input type="checkbox"/> C.O.D.
			Delivery? (Extra Fee) <input type="checkbox"/> Yes
			71



Texas Department Of Public Safety

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Company Name	City / State / Zip
PALLORIUM, INC.	KERRVILLE , TX 78028
1	

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Individual Search Results

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Name
ROMBOM, STEVEN

1

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Person Details

Person Details

Status: Approved
 Name: ROMBOM, STEVEN
 Gender: M

*In an effort to protect the personal information of our registrants, this site will no longer display dates of birth. It will remain as a searchable field in order to differentiate between individuals with the same name but will not display in the results screen.

License Details

Description	Issue Date	Expire Date	Status
Commissioned Security Officer	3/20/1998	3/28/2008	Active
Owner/Manager/Private Investigator	3/26/1998	3/28/2008	Active
Personal Protection Officer	7/10/1999	3/28/2008	Active
Security Consultant	6/25/1998	3/28/2004	Renewal Pending

Employment Details

Company	License #	License Type	Hire Date	Terminate Date
PALLORIUM, INC.	C04911	Personal Protection Officer		
PALLORIUM, INC.	C04911	Personal Protection Officer		
PALLORIUM, INC.	C04911	Personal Protection Officer		
PALLORIUM, INC.	C04911	Personal Protection Officer		
PALLORIUM, INC.	C04911	Commissioned Security Officer		
PALLORIUM, INC.	C04911	Owner/Partner/Shareholder/Officer		
PALLORIUM, INC.	C04911	Owner/Partner/Shareholder/Officer		
PALLORIUM, INC.	C04911	Commissioned Security Officer		
PALLORIUM, INC.	C04911	Commissioned Security Officer		
PALLORIUM, INC.	C04911	Commissioned Security Officer		
STEVEN P. ROMBOM	DD00306	Security Consultant		
STEVEN P.				

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<u>ROMBOM</u>	DD00306	Security Consultant		
<u>STEVEN P. ROMBOM</u>	DD00306	Security Consultant		

Training Details

Training Date	Training Description
3/5/1999	Level I
1/13/1990	Level III
3/9/1999	Level IV
4/14/2002	Firearm Proficiency
3/11/2004	Firearm Proficiency
3/22/2006	Firearm Proficiency
3/11/1999	MMPI

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Company Details

Name: PALLORIUM, INC.
License Number: C04911
Company Code: C
Category: Guard Company
Investigation Company

Mailing Address

Insurance & Company Status

Company Status: Active
Company Expiration Date: 4/30/2008
Insurance Expiration Date: 6/1/2007
Armed Guard Insurance: Yes
Guard Dog Insurance: No

Owner/Manager

Name
ROMBOM, STEVEN

Employees (Former and Current)

Name
MONROE, ALEXANDER
ROMBOM, STEVEN

1

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To 12124172021

From Doc

Date: Thu Feb 15 15:32:35 EST 2007

Subject **Response to Complaint**

Sheets to follow 11

IMMEDIATE ATTENTION PLEASE: MR. SANG LEE, Division of Licensing Services

GET 5

From: "S.R." <rambam@pallorium.com>
Subject: **complaint of Rita Hilsen (re Pallorium, Inc.) ; File No. 2006-3435?**
Date: February 14, 2007 9:35:58 PM EST
To: slee@dos.state.ny.us



IMMEDIATE ATTN PLEASE: Mr. Sang Lee

CONFIDENTIAL

Mr. Lee:

Thank you for speaking with me last week, and for your fax.

The following is intended, per your request, as Pallorium Inc.'s response to Ms. Rita Hilsen's "complaint", and as a correction of the public record which Ms. Hilsen attempted to manipulate by placing an outrageously false statement in your files.

I. The NYS Division of Licensing Services has no jurisdiction over this matter.

Ms. Hilsen is apparently complaining to your office about a lawsuit which Pallorium filed against her in Texas.

(Ms. Hilsen never responded to that lawsuit, or denied the facts which our attorney submitted to the court.)

Pallorium, Inc. maintains a number of investigative agency licenses in addition to our NYS P.I. license.

Pallorium also has offices outside NYS.

The investigation about which Ms. Hilsen's complaint was filed was primarily conducted by a Texas corporation and investigative agency, which is licensed outside New York, and the investigation in Rita Hilsen's "complaint" was primarily performed outside New York (outside the USA).

Ms. Hilsen's lawyers (our direct client, to whom we reported), The Law Offices of Green and Green, are also located outside New York, in Chicago, IL. (Ms. Hilsen admits this in her complaint to you.)

Green and Green, with Ms. Hilsen's written permission, retained Pallorium, Inc. a (separate) TEXAS corporation and TEXAS licensed agency, for work which was conducted primarily outside the United States. (See below for an overview of the investigation.)

Please note that Green and Green are not complaining to your office, and in fact continue to maintain

very cordial relations with Pallorium.

When Ms. Hilsen violated the terms of the Agreement which she signed, she was sued in TEXAS, and we obtained a judgment from a TEXAS court.

Ms. Hilsen is asking your office, which regulates investigative activities in NY State, to act regarding activities contracted for and conducted outside NY (and outside the US), and to act to nullify a lawsuit filed outside NY. With respect, please allow me to suggest that the NYS SOS-DLS does not have jurisdiction regarding this matter. If Ms. Hilsen believes that the Texas licensed office of Pallorium, Inc., a Texas corporation, acted in an improper or an illegal manner - which is of course ~~not the case~~ - then she should properly complain to the Texas licensing authorities.

II. Regardless of the jurisdiction, Ms. Hilsen's complaint is completely false.

Although we believe that your office does not have jurisdiction over this matter, for the record, Ms. Hilsen's complaint, and the statements in the fax which you sent to me, are outrageously false. Details follow, for your convenience.

A. "Collection Agency Letter"

In paragraph "10" of Ms. Hilsen's "complaint" she claims that we caused a letter from a collection agency, demanding \$32,000, to be sent to her. I / we have never retained any collection agency to collect from Ms. Hilsen (or from any client), and her statement is completely false. As this supposed "collection agency letter" was apparently not provided by Ms. Hilsen, I can not comment further.

B. Ms. Hilsen's claims of lack of performance by Pallorium, Inc. are also outrageously false

Ms. Hilsen's "complaint" portrays the investigation conducted by this office as incompetent and ineffective. Nothing could be further from the truth, and in fact our investigation, conducted for her lawyers, was overwhelmingly successful in all respects.

Approximately twenty years ago Ms. Hilsen was divorced by her husband, Dr. Jesse Hilsen. Ultimately, Dr. Hilsen absconded with significant marital assets, and fled the U.S. For years, his whereabouts, and the whereabouts of the marital assets, were completely unknown. Despite Rita Hilsen hiring (and firing, or simply alienating) a number of attorneys and other professionals, Jesse was never located.

During 2000, while working in Europe, I was contacted by a French client, who told me a terrible story of the sudden fall into poverty a Park Avenue doctor's wife. In this story, the doctor's wife was abandoned by the doctor, and she was forced to live in a homeless shelter, while her 3 children were forced to live apart from her. (As I later learned from a member of the Hilsen family, Rita Hilsen had been offered a condo apartment by her children, and she essentially choose to remain indigent, in a homeless shelter and a "victim" of her husband...but I did not know Ms. Hilsen's true character at the time that I took this case.) The Park Avenue doctor was rumored to have fled with the marital assets to points unknown in Europe. I was horrified by the story, and agreed to have my Texas office investigate the matter and attempt to

recover the marital assets. As the doctor's wife (Rita Hilsen) was supposedly indigent, I agreed that my Texas office would be compensated on a contingency fee basis.

During an investigation which consumed 800+ hours of billable time:

1. We successfully traced the husband, Jesse Hilsen, from Amsterdam, to Israel, to South Africa. (I personally traveled to Europe, Africa and Israel on this case.) Jesse Hilsen had obtained multiple passports / national ID cards, and had changed his name three times.

1a. With the assistance of national and local media - all contacted by us - we convinced the U.S. Dept. of Justice to issue a federal arrest warrant for Jesse Hilsen.

1b. When Jesse Hilsen, despite arrest warrants, was able to sneak back into the US, we learned of his whereabouts in upstate NY, traveled to that location, and assisted in forcing Hilsen's surrender to the U.S. Marshall's Service. (Jesse Hilsen subsequently spent over 1 year in federal prison.)

2. We obtained lawyers in South Africa for Ms. Hilsen, and assisted in freezing companies, bank accounts, an apartment and 2 cars, pending trial. While in South Africa I personally interviewed Jesse Hilsen, and obtained a covert video which was to have been used as key evidence by the U.S. Attorney's Office in their prosecution of Jesse Hilsen. (There was no trial, as Jesse Hilsen made a deal.)

3. We obtained a sworn affidavit from Jesse Hilsen's most recent ex-wife, detailing assets held / concealed by Jesse Hilsen, and we independently located assets in South Africa, the USA and Germany (and possibly in other locations).

4. We assisted in identifying and levying upon an account held by "TIAA-CREF" in Jesse Hilsen's name. Rita Hilsen had been attempting to find / seize this account for 10+ years, and only after we were hired was it was seized by Green and Green with our assistance.

5. Ms. Hilsen repeatedly, even fanatically, hounded her lawyers and my office, claiming that the rock group "Kiss" was assisting Jesse Hilsen in concealing assets. (Hilsen was Kiss' manager approximately 15 years ago.) I personally flew to Chicago, obtained an appointment from the Chicago courts as a "Special Process Server", assisted Green and Green in preparing subpoenas and seizure documents, and with the assistance of local colleagues I interviewed Kiss' band members (backstage at a concert) and served them with legal papers. (Note: KISS held no assets, despite Rita Hilsen's fantasies.)

6. We successfully identified substantial assets being held by an ex-wife of Jesse Hilsen in upstate NY, and we obtained a NY attorney (Mr. Steven Mostovsky) for Ms. Hilsen, who agreed to to assist in recovering those assets. Mr. Mostovsky conducted 100+ hours of legal activity on Rita Hilsen's behalf, including deposition of the ex-wife, and he was literally walking out the door of his office, on the way to court to seize those assets for Rita Hilsen, when she fired him. Ms. Hilsen has not paid Mr. Mostovsky even a penny for his time or efforts.

In connection with the above activities, and many others, I not only expended 800 - 1200 hours of billable time, but also spent, out of my own pocket, thousands of dollars for hiring local investigators, travel, database research, etc. Some, but by no means all, of my out-of-pocket expenses included:

05/22/01 - G.H. (Amsterdam investigator) 400.00

(paid by check)

06/26/01 - G.H. (Amsterdam investigator) (paid by check)	650.00
10/01/01 - CAL / NWA (airfare) (credit card)	1,129.00
10/19/01 - Hilton, Jerusalem (credit card)	1,191.00
10/25/01 - Marriott, Amsterdam (credit card and points)	750.00
04/11/02 - Andy G. (S.A. investigator) (paid by check)	500.00
10/17/02 - Continental Airlines (CAL) (credit card)	1,955.31
11/01/02 - Allen R. O. (per Andy G.) (paid by check)	100.00
11/01/01 - Andy G. (S.A. investigator) (paid by check)	1,000.00
11/05/02 - Meir N. (Israel investigator) (paid by cash; receipt in hand)	2,500.00
11/10/02 - Inbal, Jerusalem (credit card)	597.05
11/14/02 - Park Hyatt Johannesburg (credit card)	337.46

The above list is far from complete, and we estimate total expenses and disbursements for this file at approximately \$22,000.00. For example, the above list does not include expenses related to three (03) trips to Chicago (airfare, car rental, hotel, local L&P, etc.), record duplication costs (incl. the SDNY Bankruptcy file), investigation in S. Florida, disbursements to sources in the US and numerous other out-of-pocket expenses.

To be blunt, we were suckers, and we spared no expense in our attempts to help Rita Hilsen - who at the time we naively believed was someone genuinely deserving of our assistance.

III. MISCELLANEOUS

Ms. Hilsen, indicating her true character, makes a number of derogatory and outrageously false comments regarding my personal character. My brief comments follow.

Ms. Hilsen claims that I threatened her. This is absolutely false.

Ms. Hilsen claims that I had a "48 Hours" segment on her case "killed". This is absolutely false. I was advised by the show's producer that the sole problem with the segment was "too much Rita Hilsen". Please note that Rita Hilsen neglects to mention the media coverage of her case that I was able to secure in the NY Post, the NY Daily News and the Chicago Tribune. (Text of articles attached below.)

Ms. Hilsen claims that I, out of "pure malice", refused to sign a Discovery Channel legal release, In fact, I was instructed by Rita Hilsen's attorneys to not sign that release, and both of her attorneys also refused to sign their releases. This was solely due to the (then) impending federal trial against Jesse Hilsen and not, as Rita Hilsen bizarrely claims, due to any interest in sabotaging Rita Hilsen's case.

Ms. Hilsen describes me as being under federal criminal charges. That, as your office well knows, is completely false.

Ms. Hilsen describes me in her complaint as a "thug", cruel, frightening, offensive, terrifying, and behaving in an illegal manner. In response, I can with a clear conscience state unequivocally that I and my office conducted our investigation to locate Jesse Hilsen and his assets in a professional and ethical manner, and in strict compliance with any and all state and federal laws and regulations.

Without exception, all goals set for our investigation at the time that we were retained were completely fulfilled. We located Jesse Hilsen, located many of his assets in the USA and overseas, obtained attorneys for Rita Hilsen in the USA and in South Africa, assisted in the seizing and freezing of assets of Jesse Hilsen, pursued investigative leads - i.e. KISS, TIAA-CREF - with Rita Hilsen's attorneys that previous attorneys had refused to pursue and assisted in facilitating the arrest of Jesse Hilsen.

In summary, Ms. Hilsen is nothing more than a deadbeat ex-client of this firm, who is attempting to manipulate your office into assisting her to escape from a court judgment which we were forced to obtain against her.

Should you have any further questions regarding this matter, please do not hesitate to contact me at any time.

Steven Rombom.

(for: Pallorium, Inc.)

direct email: rambam@pallorium.com, pallorium@aol.com

"Kiss frontmen subpoenaed before concert at Tweeter"

by William Hageman

Chicago Tribune

September 28, 2003

A divorce case that started in 1984 in New York moved to an Illinois stage Friday night when two members of the band Kiss were served with subpoenas before their performance at the Tweeter Center.

Band members Gene Simmons and Paul Stanley were served subpoenas by private investigator Steven Rambam, who had been authorized as a special process server by Cook County Circuit Judge James G. Donegan.

The case involves Jesse M. Hilsen, 63, who was Kiss' business manager during the late '80s and early '90s and is now a fugitive living in South Africa. There have been warrants out for his arrest since 1994, and a federal grand jury re-indicted him in July. Hilsen, who reportedly owes his former wife Rita at least \$2 million, has been on the run since 1994.

The purpose of the subpoenas is to determine what, if any, financial ties exist between Hilsen and the band, as well as whether any band members have been in touch with him since he became a fugitive. Hilsen had been guitarist Stanley's psychiatrist for several years before becoming the band's business manager. He and the band split in 1992.

"We have reason to believe they have some assets belonging to Jesse," said Chicago attorney Jonathan Clark Green, who is representing Rita Hilsen and who was present for the serving of the subpoena.

The subpoena, called a citation to discover assets to a third party, seizes the assets of a debtor that may be in possession of a third party.

Rambam and Green, followed by a Tribune reporter and photographer and a film crew from CBS' "48 Hours," which is documenting the case, arrived at the Tinley Park concert venue shortly after 5 p.m. and met with security personnel. Rambam and Green eventually were ushered backstage, where they met with Stanley and Simmons and served them with the papers.

"They kept bumping us up the food chain," said Rambam, who works out of New York and Texas, "higher and higher through levels of Tweeter Center security. Eventually they realized the documents were legitimate and let us meet with the band."

Simmons and Stanley, he said, "were incredibly gracious and they wanted to know more about the case. I wished them both a Shana Tova, a happy [Jewish] new year, and they wished me a Shana Tova back."

The band did not issue a statement. "They said they'd prepare some sort of press release later," Rambam said.

Jesse and Rita Hilsen were married in 1965; divorce proceedings were started in 1984 and the divorce was granted in 1988. Jesse Hilsen, then a well-known Manhattan psychiatrist, was ordered to pay \$750 a week spousal maintenance plus \$200 a week for the couple's two minor children. Marital assets, worth more than \$2 million at the time of the divorce, according to court papers, were also to be divided evenly.

Jesse Hilsen, however, failed to make the court-ordered payments and in 1993 filed for bankruptcy. Rita Hilsen, who is on disability, ended up losing her home and has been living in homeless shelters for more than 10 years. Still, she pursued her case against her ex-husband in New York's Family Court. In 1994, Debra Weiss-Otterpol, a former bookkeeper for Kiss, testified that the band had paid Jesse Hilsen more than \$700,000 from 1988 to 1992, including more than \$500,000 in 1992 alone. She also testified that band members often gave Hilsen large sums of cash.

Started in 1972, Kiss first hit the charts with "Kissin' Time" in 1974 and had hits with "Rock And Roll All Nite" (1975) and "Beth" (1976). Early on, the band became known for its garish face makeup and stage pyrotechnics. Over the years it has become a lucrative franchise, and not just because of its music. Although it has sold 80 million albums and its 2000-01 tour grossed about \$60 million, in recent years it has cashed in offstage as well. It has licensed its trademark logo and face makeup designs to more than 2,000 companies, everything from comic books, action figures and lunchboxes to toilet paper, trading cards and condoms. According to an August article in Billboard magazine, band co-founder Simmons puts the value of the Kiss logo and face designs at more than \$500 million.

"He gave her bup-Kiss"

New York Daily News

June 24, 2004

DAILY NEWS STAFF WRITERS

A notorious deadbeat dad who once managed Kiss has been nabbed after nearly a decade on the run.

Prosecutors say Jesse Hilsen, a high-priced shrink as well as the ex-business manager of the heavy metal band, cheated his family of alimony, child support and other hidden assets.

"It's about time," said ex-wife Rita Hilsen, who has lived in city homeless shelters for the past nine years, destitute after her husband skipped out on their divorce agreement.

The deadbeat doc led a private investigator on a chase from Germany to South Africa. He was finally caught in a small Catskills town 129 miles north of the city.

Now Hilsen, 64, is facing up to two years in prison if convicted under tough new federal Deadbeat Dad laws.

"How could a child psychiatrist abandon his wife and children?" said Rita Hilsen, 62, from her digs at Booth House, an upper West Side homeless facility. "This is a shelter I'm living in. It is pretty outrageous."

Jesse Hilsen was a ritzy New York psychiatrist in the 1970s and early '80s and later hooked up with Kiss after worming his way into the group's inner circle as guitarist Paul Stanley's shrink.

The Hilsens lived the good life. They owned several Manhattan apartments, collected sculpture and sent their son and two daughters to the best private schools.

But then Hilsen dumped his wife of 20 years, got a divorce in 1988 and tried to hide his money by declaring bankruptcy and saying he was broke.

A former Kiss bookkeeper testified the band paid Hilsen more than \$700,000 from 1988 to 1992, including more than \$500,000 in 1992, a lot in cash.

Hilsen nevertheless refused to pay the court-ordered \$750-a-week alimony and \$400-a-week child support. When he was indicted by the feds for nonpayment in 1995, he owed \$175,000 in child support alone.

The bill was up to about \$1.8 million in 2001, said Rita Hilsen's former lawyer Jonathan Green. Add in the value of Manhattan co-ops, artwork, life insurance and stocks, and the debt could rise to \$3 million.

"I won an extraordinary judgment that gave me half of everything," Rita Hilsen told the Daily News. "But then he declared a fraudulent bankruptcy. It's been 20 years and he's never done anything for his family."

Arrest warrants were first issued for Hilsen in 1994, and a federal grand jury re-indicted him last July.

Investigator Steven Rambam tracked Hilsen around the globe, peeling back the doctor's multiple aliases and tracking him through Germany, Israel, the Netherlands and finally South Africa.

"His daughter couldn't afford new glasses. His kids were hurt. I asked him how he could let that happen," Rambam said. "He said, 'Well, that has caused me some angst.'"

Rambam's heat forced Hilsen to leave South Africa for his uncle's mansion in West Kill, N.Y., where Rambam found him and alerted police.

"This is just the first step," Rita Hilsen said. "Do you remember those [Magic] 8-Balls, that you would ask a question and turn over for the answer?" she said. "It's like that. The answer of whether I'll get justice is - too soon to tell."

"ROCK & ROLLED"

New York Post

June 24, 2004 -- The ex-manager of the hard-rock band Kiss was exposed yesterday as a \$2 million deadbeat dad - the city's worst, authorities said.

Jesse Hilsen, 64, once a top East Side shrink, was busted in the Catskills Saturday night after 10 years on the run, the feds said.

Hilsen, who used 10 aliases while hiding out in three countries, was arraigned in White Plains Monday on charges of violating a new federal law against evading court-ordered child support. He was held without bail.

Hilsen raked in \$300,000 to \$500,000 annually in the four years he managed Kiss, but has filed for bankruptcy and refused to pay alimony of \$950 a month to his ex-wife, Rita, 62, the mother of his three children.

Rita lost her East Side apartment in the bankruptcy proceeding and has lived in an 8-by-12-foot room in a shelter for the last eight years.

"He complied with nothing. He laughed in the judges' faces," the angry ex told The Post. "His own children were on welfare and food stamps. We didn't have food. We had to go to food pantries."

Hilsen was found by Brooklyn private eye Steve Rambam, who tracked him from Holland to Israel to South Africa and finally to his uncle's home in Westkill, N. Y.

Rambam learned that while on the run, Hilsen married for yet a third time, took out Israeli citizenship and obtained two South African ID cards.

"This is one of the most outrageous deadbeat-dad cases I've ever seen," the private eye said.

Hilsen managed Kiss from 1988 to 1992, getting the job because guitarist Paul Stanley, one of the group's founders, was his patient.

On Oct. 29, 2002, a judge ruled Hilsen owed his wife \$1.9 million.

This puts him above Dr. David Lawrence Adams, the No. 1 deadbeat on the city Human Resources Administration's "Hall of Shame." Adams owes \$1.5 million.

Hilsen went on the run in 1994 after a state arrest warrant was issued for his failure to pay alimony. Last July, he was indicted under the new federal law.

Hilsen filed for divorce in 1984 after 19 years of marriage. Before the divorce was finalized in 1988, he took out huge mortgages on marital real estate and then filed for bankruptcy, court documents show.

The bankruptcy stopped the divorce in its tracks. Ultimately, Rita's apartment was sold to pay other creditors.

"My life has been lonely, desolate and devoid of the simple pleasures that people use to sustain themselves," Rita said. "But I felt I had to keep fighting."

cc: Mr. Sang Lee via fax

cc: Judge A. Green, Green and Green

cc: Scott Monroe, Esq.

cc: Todd Terry, Esq.

cc: Steven Mostovsky, Esq.

cc: specific print media distribution (see list in case file)

cc: Discovery Channel

cc: NBC

cc: case file

Pallorium, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

** Licensed Investigators * Database Services **

** U.S.A. Affiliates in New York, Texas, Louisiana and California **

** IIN * WAD * WIN * NAIS * ION * AIIP * NCISS * BOMP * COIN *
* ASIS * ACFE * IOA * INTELNET * ALDONYS * CALI **

From: S.R.
To: Lee, Sang [DOS]
Date: 4/1/2007 12:21:45 AM
Subject: Texas judgment - Rita Hilsen (re Pallorium, Inc.) ; File No. 2006-3435?

IMMEDIATE ATTN PLEASE: Mr. Sang Lee

CONFIDENTIAL

Mr. Lee:

I received your voice mail message requesting a copy of the Texas judgment against Rita Hilsen, and I have emailed our attorney requesting that a copy be faxed or emailed to us. As soon as a copy of the judgment has been received by my office it will be forwarded to you.

(for: Pallorium, Inc.)

cc: Judge A. Green, Green and Green
cc: Scott Monroe, Esq.
cc: Todd Terry, Esq.
cc: Steven Mostovsky, Esq.
cc: specific print media distribution (see list in case file)
cc: case file

Pallorium, Inc.
P.O. Box 155 - Midwood Station
Brooklyn, New York 11230 USA

Telephone: (001) 212-969-0286
FAX: (001) 212-858-5720

Electronic Mail: pallorium@aol.com
(OR) pallorium@pallorium.com

Attachment 6

Lee, Sang (DOS)

From: Lee, Sang (DOS)
Sent: Monday, June 11, 2007 4:44 PM
To: 'Rambam@pallorium.com'
Cc: 'pallorium@aol.com'; 'pallorium@pallorium.com'
Subject: 2006-3435

Dear: Mr. Rombom

I received your email dated 4/01/07 and it indicated that you requested a copy of the Judgment against Rita Hilsen from your Texas Attorney. I did not receive a copy of the Judgment as of date. Please let me know regarding this situation. In addition to copy of the Judgment, I have two inquiries. First, did you provide written reports to Ms. Rita Hilsen and if you did I want a copy. Second, please elaborate regarding Jess Hilsen's arrest in State of New York and your role in the arrest. Without your response to the above, I cannot hold . . . , so please respond ASAP.

Thank you for your cooperation.

Sang Hyun Lee
Senior License Investigator
(212) 417-2344

Lee, Sang (DOS)

From: S.R. [rambam@pallorium.com]
Sent: Tuesday, June 26, 2007 11:47 AM
To: Lee, Sang (DOS)
Subject: press assistance etc.

Mr. Lee:

This is to confirm that neither I nor my agency received any payment from anyone for the time / expenses connected to accompanying representatives of CBS TV and/or The Chicago Tribune in NYS, nor did we bill Rita Hilsen for that activity.

Regarding my contact with the US DOJ, I was contacted by the SDNY federal prosecutor's office both directly and through Green & Green. I did not initiate that contact. Initial contact was between Green & Green and the US DOJ.

I will again ask my Texas attorney to fax a copy of the judgment to you at fax # 212-417-2021.

Steven Rombom

(Steven Rombom, Director.)
(for: Pallorium, Inc.)

direct email: rambam@pallorium.com, pallorium@aol.com

Pallorium, Inc.
P.O. Box 155 - Midwood Station
Brooklyn, New York 11230 USA

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WEB: <http://www.pallorium.com>

* Licensed Investigators * Database Services *
* U.S.A. Affiliates in New York, Texas, Louisiana and California *
* IIN * WAD * WIN * NAIS * ION * AIIP * NCISS * BOMP * COIN *
* ASIS * ACFE * IOA * INTELNET * ALDONYS * CALI *

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* IIN * WAD * WIN * NAIS * ION * AIP * NCISS * BOMP * COIN *

* ASIS * ACFE * IOA * INTELNET * ALDONYS * CALI *

License Information System
License Information Inquiry - PI Information

07/10/2007

UID 11000043070 Class 01 Employer Class 70 Cash # P154730 Fee \$ 500.00

Business Name PALLORIUM INC

Street Address [REDACTED] #DCC

Apt/Suite [REDACTED]

City, St, Zip [REDACTED] [REDACTED] [REDACTED]

Coordinator

Last

First

MI

Suf

[REDACTED] Fax # / - Old Reg #

Current License # Effective Date 04/24/2007 Expire Date 04/23/2009

Lic Mailed 04/03/2007 Prior Exp Dt 04/23/2007 Pocket Card Mailed

Liability Insurance? (Y/N) N [REDACTED] 4 Main Office UID

Corp Name Denied

L Ins Co Refund

Bond Co FIDELITY AND DEPOSIT CO OF MD Renew Fm 01/06/2007

Holds Dup Lic Ctr 0 Dup Lic Date

[REDACTED]

==>

[REDACTED]

attachment 9

License Information System
License Information Inquiry - PI Term History

03/19/2007

UID 11000043070 Class 01 Employer Class 70 Cash # P150677 Fee \$ 600.00

Business Name PALLORIUM INC

Street Address [REDACTED]

Apt/Suite

City, St, Zip [REDACTED]

Coordinator

Last

First

MI

Suf

[REDACTED]

Fax #

/

-

Old Reg #

Current License #

Effective Date 04/24/2005

Expire Date

04/23/2007

Lic Mailed 03/31/2005 Prior Exp Dt 04/23/2005 Pocket Card Mailed

Liability Insurance? (Y/N) N

[REDACTED]

Main Office UID

Corp Name

Denied

L Ins Co

Refund

Bond Co FIDELITY AND DEPOSIT CO OF MD

Renew Em 02/05/2005

Holds

Dup Lic Ctr 0

Dup Lic Date

[REDACTED]

[REDACTED]

License Information System
Licensee Information Inquiry - PI Officer

03/19/2007

UID 11000043070 Fingerprint Fee \$ 0.00 Cash Num
Class 01 Employer Class 70 Old Reg #
Business Name PALLORIUM INC

Officer ROMBOM STEVEN P
Last First MI Suf
Title PRES

[REDACTED] Birth Date

Affiliated w/ Company from 01/01/1901 until
DCJS Send Date 01/01/1901 Rec'd 01/01/1901 Result Q Result Date 01/01/1901
Qualification Date 01/01/1901 Fingerprint Taker? (Y/N) N

ID Ord 04/01/2005 ID Prn 04/07/2005 Dup ID Req# 0 Name Override N
Comment

License Information System

03/19/2007

Licensee Information Inquiry - PI Bus Name/Address History

UID 11000043070 Bus. Name PALLORIUM INC

Class 01 Employer Class 70 From 03/31/1999 To Present

Business Name PALLORIUM INC

Street Address [REDACTED]

Apt/Suite [REDACTED]

City, St, Zip [REDACTED]

[REDACTED] FAX # [REDACTED]

Coordinator

Corporation Name

Bonding Company FIDELITY AND DEPOSIT CO OF MD

1 History Records Found

Page 1 of 2

[REDACTED]

License Information System
License Information Inquiry - PI Information

03/19/2007

UID 11000043070 Class 01 Employer Class 70 Cash # Fee \$ 0.00

Business Name PALLORIUM INC

Street Address

Apt/Suite

City, St, Zip

Coordinator

Last

First

MI

Suf

Fax #

/

-

Old Reg #

Current License #

Effective Date PRESS PF11

Expire Date

PRESS PF11

Lic Mailed

Prior Exp Dt 04/23/2007

Pocket Card Mailed

Liability Insurance? (Y/N) N

Main Office UID

Corp Name

Denied

L Ins Co

Refund

Bond Co FIDELITY AND DEPOSIT CO OF MD

Renew Fm 01/06/2007

Holds

Dup Lic Ctr 0

Dup Lic Date

License Information System
Licensee Information Inquiry - PI Term Selection

03/19/2007

License #	Old Reg #	Effective Date	Expiration Date
-		04/24/2005	04/23/2007
-		04/24/2003	04/23/2005
-		04/24/2001	04/23/2003
- 047978		04/24/1999	04/23/2001
- 032345	70PA99197059	04/24/1997	04/23/1999
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____
- _____	_____	_____	_____

5 records found

Page 1 of 1

License Information System
License Information Inquiry - PI Information

10/20/2006

UID 11000043070 Class 01 Employer Class 70 Cash # P150677 Fee \$ 600.00

Business Name PALLORIUM INC

Street Address [REDACTED]

Apt/Suite

City, St, Zip [REDACTED] [REDACTED] [REDACTED]

Coordinator

Last

First

MI

Suf

[REDACTED]

Fax #

/

-

Old Reg #

Current License #

Effective Date 04/24/2005

Expire Date 04/23/2007

Lic Mailed 03/31/2005 Prior Exp Dt 04/23/2005 Pocket Card Mailed

Liability Insurance? (Y/N) N [REDACTED]

Main Office UID

Corp Name

Denied

L Ins Co

Refund

Bond Co FIDELITY AND DEPOSIT CO OF MD

Renew Fm 02/05/2005

Dup Lic Ctr 0 Dup Lic Date

[REDACTED]

[REDACTED]



STATE OF NEW YORK
DEPARTMENT OF STATE
123 WILLIAM STREET
NEW YORK, NY 10038-3804

ELIOT SPITZER
GOVERNOR

LORRAINE A. CORTÉS-VÁZQUEZ
SECRETARY OF STATE

August 6, 2007

Rita Hilsen


Dear Sir/Madam:

Re: Rita Hilsen vs. Steven Rombum (Qualifier)(PI)
2006-3435 Pallorium Inc.

The investigation of the above captioned complaint has been completed.

The investigation file has been referred to this Department's discipline review unit for possible disciplinary action against the respondent in this case. You will be notified by that unit when a final determination is made.

If you have any further questions concerning this matter, please feel free to contact:

Division of Licensing Services
Whitney Clark
Alfred E. Smith State Office Building
80 South Swan Street 10th Flr.
Albany, NY 12201
(518)474-4429

Thank you for your cooperation in this matter.

Sincerely,

Ernita Gantt

Ernita Gantt
District Manager

I. COMPLAINANT INTERVIEW

The undersigned investigator interviewed the Complainant at 2643 Broadway, Rm. #. 2B5, New York, NY. on 1/16/07.

The Complainant states that in 2001 the Complainant retained Attorney Jonathan C. Green who was licensed to practice law in State of Illinois to assist the Complainant to collect a matrimonial case court order judgment. Attorney Green hired the Respondent, Steven Rombom, a private investigator licensed in State of New York and in State of Texas to assist in collecting the Judgment and other. Attorney Green prepared a retainer agreement in State of Illinois and it was mailed to the Complainant to sign. The Retainer agreement contains Agreement for Investigative and Related Services(AIRS) which indicates that the Attorney Green and the Complainant are hiring the Respondent's (Pallorium, Inc. a Texas corporation) service to commence recovering the matrimonial court judgment and others. According to AIRS, the Complainant signed on 3/20/01, the Attorney Green signed on 3/25/01, and the Respondent signed on 3/27/01. The AIRS page 1 5(a). PAYMENTS writes that "Client will pay to Pallorium, as compensation for all hours and expenses (except as otherwise described in paragraph 5(c) of this agreement) billable by Pallorium in connection with herein (generally) described investigation, TWENTY percent (20%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse Hilsen. (Attachment 2) The Complainant claims that the Complainant was not aware that the complainant into a contract to pay the Respondent service basis on percentage of recovering of the judgment is illegal in State of New York (Article 7 General Business Law, section 84, Unlawful act.) The Complainant was in a desperate situation to find an attorney and other service related to collect the judgment at the time. The Complainant had no funds to hire the attorney and the Attorney Green was introduced by the Complainant's neighbor. The Complainant was glad to accept the service of the Attorney Green. However, after receiving the Attorney Green's service the Complainant realized that the Respondent did not perform any of the services to help collect judgment order and did not provide a written report.

The Complainant is being sued by the Respondent in State of Texas for \$32,000 for the Respondent's service. (Attachment 3) The Respondent is claiming in his lawsuit that the Complainant was awarded in arrear \$160,000 of child support from the federal court and collected this amount. So the Respondent is owed a fee according to the AIRS. However, the Complainant

INVESTIGATION REPORT

claims that the Complainant never received any money from the Complainant's ex-husband Jesse Hilsen. The Complainant wants DOS to void the lawsuit filed by the Respondent.

II. RESPONDENT INTERVIEW

The undersigned investigator interviewed the Respondent via telephone at (212) 969-0286 on 2/15/07 and 6/26/07.

The Respondent states, in conjunction with his e-mail responses, that the Complainant's allegations are false and DOS does not have any jurisdiction in this case. The Respondent was hired by the Complainant's former attorney, Jonathan Clark Green. The Respondent is a licensed PI and has offices in State of New York and maintains multiple PI agency license outside of New York State. The Respondent company "Pallorium, Inc." is a Texas Corporation and licensed PI in State of Texas and New York. (Attachment 4)

In 2000, while the Respondent was working on an international case in France. An international attorney, Cabinet Ron Soffer, told the Respondent about Ms. Rita Hilsen's story. The Respondent was told that the Complainant was abandoned by ex-husband Jesse Hilsen and he absconded with significant marital assets, and disappeared to foreign country. The Complainant was forced to live in Homeless shelter. The Respondent agreed to take this case by Pallorium, Inc. the Respondent's Texas corporation. The Attorney Retainer Agreement included Agreement for Investigative and Related Services(AIRS) was prepared by Jonathan Clark Green, Green and Green Esq. in State of Illinois. Since the Complainant could not afford an attorney's fee and investigator's service, the Complainant's attorney Jonathan Clark Green who is a licensed attorney in State of Illinois prepared the Retainer Agreement in terms of payment of attorney fee and private investigator service based on percentage of the dollar recovered from the assets found. It was signed by all parties (The Respondent claims that he signed the AIRS outside of New York.)

The Respondent states in his e-mail dated 2/14/007 that Pallorium, Inc. conducted the following investigation:

INVESTIGATION REPORT

1. We successfully traced the husband, Jess Hilsen, from Amsterdam, to Israel, to South Africa. (I personally traveled to Europe, Africa and Israel on this case.) Jesse Hilsen had obtained multiple passports / national ID cards, and had changed his name three times.

1a. With the assistance of national local media - all contacted by us - we convinced the U.S. Dept. Of Justice to issue a federal arrest warrant for Jesse Hilsen.

1b. When Jesse Hilsen, despite arrest warrants, was able to sneak back into the US, we learned of his whereabouts in upstate NY, traveled to that location, and assisted in forcing Hilsen's surrender to the U.S. Marshall's Service. (Jesse Hilsen subsequently spent over 1 year in federal prison.)

2. We obtained lawyer in South Africa for Ms. Hilsen, and assisted in freezing companies, bank accounts, an apartment and 2 cars, pending trial. While in South Africa I personally interviewed Jesse Hilsen, and obtained a covert video which was to have been used as key evidence by the U.S. Attorney's Office in their prosecution of Jesse Hilsen. (There was no trial, as Jesse Hilsen made a deal.)

3. We obtained a sworn affidavit from Jesse Hilsen's most recent ex-wife, detailing assets held / concealed by Jesse Hilsen, and we independently located assets in South Africa, the USA and Germany (And possibly in other locations.)

4. We assisted in identifying and levying upon an account held by "TIAA-CREF" in Jesse Hilsen's name. Rita Hilsen had been attempting to find / seize this account for 10+ years, and only after we were hired was it seized by Green and Green with our assistance.

5. Ms. Hilsen repeatedly, even fanatically, hounded her lawyers and my office, claiming that the rock group "Kiss" was assisting Jesse Hilsen in concealing assets. (Hilsen was Kiss' manager approximately 15 years ago.) I personally flew to Chicago, obtained an appointment from Chicago courts as a "Special Process Server," assisted Green and Green in preparing subpoenas and seizure documents, and with the assistance of local colleagues I interviewed Kiss's band members (backstage at a concert) and served them with legal papers. (Note: KISS held no assets, despite Rita Hilsen's fantasies.)

6. We successfully identified substantial assets being held by and ex-wife of Jesse Hilsen in upstate NY, and we obtained an NY attorney (Mr. Steven Mostovsky) for Ms. Hilsen, who agreed to assist in recovering those assets. Mr. Mostovsky conducted 100+ hours of legal activity on Rita Hilsen's behalf, including deposition of the ex-wife, and he was literally walking out the door of his office, on the way to the court to seize those assets for Rita Hilsen, when she fired him. Ms. Hilsen has not paid Mr. Mostovsky even a penny for his time or efforts.

INVESTIGATION REPORT
CASE # 2006-3435
PAGE 4 OF 5

The Respondent states that the Respondent not only spent over 800 to 1200 hours of billable time, but also spent approximately \$22,000 in expenses. (See attachment 5)

On 2/15/07, the Respondent was asked by the Undersigned to provide copies of the invoice and a report as the Respondent claiming on his e-mail dated 2/14/07. The Respondent states via the telephone that the Respondent provided a written report and invoice to his client, Green and Green, Esq.. The Respondent asked Undersigned that if the Respondent provides copies as request it would be kept confidential. Undersigned told the Respondent that once the case is finished then some documents may be available for public. Since there is a possibility that some documents may be accessed to public by FOIL Act the Respondent refused to provide requested documents. The Respondent claims that he only provided a written report to his client the attorney Green.

On 6/26/07, Undersigned asked the Respondent to elaborate his PI activity engaged in State of New York related to Ms. Hilsen's case. The Respondent states via the phone, in conjunction with his email dated 6/26/07, that the Respondent engaged activity in State of New York as his email dated 2/14/07; however, the Respondent neither compensated for the service he rendered nor billed the activity to the Complainant. Regarding his assistance with US DOJ, Federal Prosecutor's office apprehending Jesse Hilsen that he did not initiate a contact. Initial contact was done between US DOJ and the Attorney Green. Attorney Green instructed the Respondent to assist US DOJ that the Respondent followed his client's instruction. (See attachment 8)

The Respondent is suing the Complainant in Texas for nonpayment of his fee. The Respondent was requested to provide an outcome of the lawsuit.

On 4/01/07, Undersigned received an email from the Respondent states that he requested a copy of the Judgment against the Complainant, and once he received a copy his office will fax to Undersigned. (See attachment 6)

On 6/11/07, Undersigned emailed the Respondent requesting a copy of the Judgment and a copy of the report (if the report was provided to the Complainant) and the activity (investigation of Jesse Hilsen) conducted by the Pallorium, Inc. in State of New York (See Attachment 7)

INVESTIGATION REPORT
CASE # 2006-3435
PAGE 5 OF 5

On 6/26/07, the Respondent called undersigned states via the phone, in conjunction with his email dated 6/26/07, that the Respondent received a judgment against the Complainant in Texas. The Respondent requested his attorney to send a copy of the judgment (Undersigned did not receive the document.) The Judgment was awarded to him because it was default by the Complainant.

III. WITNESS INTERVIEW (ALBERT GREEN)

Undersigned called the Complainant's former attorney Jonathan Clark Green, P.C. tel. # (312) 494-1000 on 6/26/07. Jonathan Clark Green was not available; however, Undersigned could speak with Albert Green. Mr. Albert Green (father of Jonathan Green) was the attorney who took it over from Jonathan Green. Jonathan Green is no longer associated with Green and Green. Mr. Albert Green said that the Retainer agreement contained Agreement for Investigative and Related Services were prepared by his predecessor in his office.

IV. DLS RECORD

Steven P. Rombom
Pallorium, Inc.
UID #11000043070
78 Webster Ave., #BCS
PO Box 155 Midwood Station
Brooklyn, NY 11230
Expiration Date: 4/23/09

Attachment 9

Sang Lee, Senior License Investigator

CASE CHRONOLOGY

CASE # 2006-3435

Investigator: Sang Lee

Case Summary: The Complainant retained the Respondent's service to locate her ex-husband's assets. The Complainant complains of improper contract terms, and failure to provide investigation report.

No Response from the Respondent .

12/18/06: Assigned Hilsen v. Rombom

12/29/06: Sent acknowledgment letter for the Complainant.

1/03/07: Complainant called and scheduled for interview on 1/11/07 at 2:30 PM

1/11/06: The Complainant cancelled appointment and rescheduled an appointment for 1/16/07.

1/16/07: Interview was conducted at 2643 Broadway, Rm #. 2B5, New York, NY.

The Complainant states that the Complainant retained the Attorney Jonathan C. Green who was practiced law in State of Illinois to assist the Complainant to collect a matrimonial case court order judgment in 2001. The Attorney Green hired the Respondent Steven Rombom private investigator licensed in State of New York to assist Mr. Green. The Attorney Green prepared a retainer agreement in State of Illinois and it was mailed to the Complainant to sign. The Retainer agreement contains Agreement for Investigative and Related Services(AIRS) which indicates that the Attorney Green and the Complainant are hiring the Respondent's service to commence recovering the matrimonial court judgment and others. AIRS was signed by the Complainant on 3/20/21, the Attorney Green signed on 3/25/01, and the Respondent signed on 3/27/01. AIRS indicates that the Attorney Green's fee and the Respondent's fee would be collectible basis on percentage of recovery of the funds from related court judgment and other. The Complainant claims that the Complainant was not aware that the complainant into a contract to paid the Respondent service basis on percentage of recovering of the judgment was illegal in State of New York. The Complainant was in desperate situation to find an attorney and other service related to collect the judgment at the time. The Complainant had no funds to hire the attorney and the Attorney Green was introduced by the Complainant's neighborhood. The Complainant was glad to accept the service of the Attorney Green. However, after receiving the Attorney Green's service the Complainant knows that the Respondent was not performed any of the service to help collecting a judgment order.

The Complainant is sued by the Respondent in State of Texas for \$32,000 for the Respondent's service. The Respondent is claiming in his lawsuit that the Complainant was award in arrear\$160,000 of child support from the federal court and collected this amounts that the

Complainant is owe the respondent's fee according to the AIRS; however, the Complainant claims that the Complainant never received any money from the Complainant's ex-husband Jesse Hilsen.

The Complainant was asking the undersigned investigator not to contact the ex-attorney Jonathan C. Green regarding this complaint issue.

2/15/07: telephone interview with the Respondent

The Respondent states, in conjunction with his e-mail responses, that the Complainant's allegations are false and DOS does not have any jurisdiction in this case. The Respondent is a licensed PI and has offices in State of New York and maintains multiple PI agency license outside of New York State. The Respondent company "Pallorium, Inc." is a Texas Corporation and licensed PI in State of Texas and New York.

In 2000, while the Respondent was working on an international case in France. International attorney, Cabinet Ron Soffer, told the Respondent about Ms. Rita Hilsen's story. The Respondent was told that the Complainant was abandoned by ex-husband Jesse Hilsen and he absconded with significant marital assets, and disappeared to foreign country and the Complainant was forced to live in Homeless shelter. The Respondent agreed to take this case by Pallorium, Inc. the Respondent's Texas corporation. The Attorney Retainer agreement included Agreement for Investigative and Related Services(AIRS) was prepared by Jonathan Clark Green, Green and Green Esq. in State of Illinois. Since the Complainant could not afford an attorney's fee and investigator's service, the Complainant's attorney Jonathan Clark Green who is a licensed attorney in State of Illinois prepared the Retainer Agreement in terms of payment of attorney fee and private investigator service based on percentage of the dollar recovered from the assets found. It was signed by all parties (The Respondent claims that he signed the AIRS outside of New York.)

The Respondent states in his e-mail dated 2/14/007 that Pallorium, Inc. Conducted the following investigation:

1. We successfully traced the husband, Jess Hilsen, from Amsterdam, to Israel, to South Africa. (I personally traveled to Europe, Africa and Israel on this case.) Jesse Hilsen had obtained multiple passports / national ID cards, and had changed his name three times.

1a. With the assistance of national local media - all contacted by us - we convinced the U.S. Dept. Of Justice to issue a federal arrest warrant for Jesse Hilsen.

1b. When Jesse Hilsen, despite arrest warrants, was able to sneak back into the US, we learned of his whereabouts in upstate NY, traveled to that location, and assisted in forcing Hilsen's surrender to the U.S: Marshall's Service. (Jesse Hilsen subsequently spent over 1 year in federal prison.)

2. We obtained lawyer in South Africa fo Ms. Hilsen, and assisted in freezing companies, bank accounts, an apartment and 2 cars, pending trial. While in South Africa I personally interviewed Jesse Hilsen, and obtained a covert video which was to have been used as key evidence by the U.S. Attorney's Office in their prosecution of Jesse Hilsen. (There was no trial, as Jesse Hisen made a deal.)

3. We obtained a sworn affidavit from Jesse Hilsen's most recent ex-wife, detailing assets held / concealed by Jesse Hilsen, and we independently located assets in South Africa, the USA and Germany (And possibly in other locations.)

4. We assisted in identifying and levying upon an account held by "TIAA-CREF" in Jesse Hilsen's name. Rita Hilsen had been attempting to find / seize this account for 10+ years, and only after we were hired was it seized by Green and Green with our assistance.

5. Ms. Hilsen repeatedly, even fanatically, hounded her lawyers and my office, claiming that the rock group "Kiss" was assisting Jesse Hilsen in concealing assets. (Hilsen was Kiss' manager approximately 15 years ago.) I personally flew to Chicago, obtained an appointment from Chicago courts as a "Special Process Server," assisted Green and Green in preparing subpoenas and seizure documents, and with the assistance of local colleagues I interviewed Kiss's band members (backstage at a concert) and served them with legal papers. (Note: KISS held no assets, despite Rita Hilsen's fantasies.)

6. We successfully identified substantial assets being held by and ex-wife of Jesse Hilsen in upstate NY, and we obtained an NY attorney (Mr. Steven Mostovsky) for Ms. Hilsen, who agreed to assist in recovering those assets. Mr. Mostovsky conducted 100+ hours of legal activity on Rita Hilsen's behalf, including deposition of the ex-wife, and he was literally walking out the door of his office, on the way to the court to seize those assets for Rita Hilsen, when she fired him. Ms. Hilsen has not paid Mr. Mostovsky even a penny for his time or efforts.

The Respondent states that the Respondent not only spent over 800 to 1200 hours of billable time, but also spent approximately \$22,000 in expenses and provided a written report to Attorney Green. The Respondent states that the Respondent was engaged above activity in the State of New York; however, the Respondent neither compensated by Media nor billed the service to the Complainant. Moreover, the federal prosecutor's office contacted the Respondent both directly and through Attorney Green's office and upon instruction of Attorney Green which to assist apprehending Jessica Hilsen. The Respondent followed the direction of Attorney Green. The Respondent was asked to provide copies of the receipt and a report. The Respondent asked undersigned that if the Respondent provides copies as request it would be kept confidential. Undersigned told the Respondent that once the case is finished then some documents may be available for public. Since there is a possibility that some documents may be accessed to public by FOIL Act the Respondent refused to provide requested documents. The Respondent claims that he only provided a written report to his client the attorney Green.

On 4/01/07, Undersigned received an email from the Respondent states that he requested a copy of the Judgment against the Complainant, and once he received a copy his office will fax to Undersigned.

On 5/21/07, Undersigned called the Complainant that if undersigned were prohibited to contact Jonathan Green, P.C. the investigation might not pursue any further.

On 6/11/07, Undersigned email the Respondent asking for Copy of the Judgment against Rita Hilsen.

On 6/24/07, the Complainant left a voice mail that it is all right to contact the ex-attorney Jonathan Green.

6/26/07: Called the Complainant's former attorney Jonathan Clark Green, P.C. tel # (312) 494-1000. Spoke with Albert Green. Mr. Albert Green(father of Jonathan Green) was attorney who took it over from Jonathan Green. Jonathan Green is no longer associated with Green and Green. Mr. Albert Green said that the Retainer agreement contains Agreement for Investigative and Related Services(AIRS) were prepared by his predecessor.

6/26/07: Steven Rombom phone interview:

Mr. Rombom states that the agreement was prepared by the Complainant's former attorney Jonathan Green and he recalled that he received a sign agreement via the fax in Israel and signed outside of New York State. Mr. Rombom provided bills and report to Mr. Green and received part of the fee's directly from Mr. Green. Undersigned requested copies of the receipt and bills and the report. Mr. Rombom states that he could not provide requested documents because Mr. Green instructed him not to divulge any information. Mr. Rombom also states that he did not conduct any investigation work in State of New York

When the Respondent was about to give up Ms. Hilsen's case, the Respondent was informed by South Africa investigator Andy G. that Mr. Hilsen traveled to upstate NY. The Respondent informed this information to the media and U.S. Dept. of Justice. The Respondent was contacted by media and U.S. Department of Justice to assist them. Upon permission and direction of the Complainant's attorney, the Respondent followed the instruction. The Respondent claims that he did not bill this service to media nor the Complainant's attorney.

M E M O R A N D U M

STATE OF NEW YORK - DEPARTMENT OF STATE

TO: Whitney Clark

DATE: 8/6/07

FROM: Aqil Qureshi 

SUBJECT: Rita Hilsen

Vs. Steven Rombum (Qualifier)
Licensed Private Investigator

File#: 2006-3435

Please see attached memo on this file from Ernita Gantt.

This file is submitted with a recommendation of an administrative hearing.



Memorandum

To: Aqil Qureshi
From: Ernita Gantt
Date: August 6, 2007
Subject: Rita Hilsen vs. Steven Rombum (Qualifier)(PI)
2006-3435 Pallorium Inc.

On March 25, 2001 the respondent private investigator Steven Rombum, Pallorium Inc. entered into an agreement with the complainant Rita Hilsen to perform investigative service which services entailed efforts to locate the complainant's husband's residence, employment, and assets. The compensation the respondent would have received would be a maximum allowable \$5,000 expense with a \$2,000 non-refundable up front payment. Further compensation agreed upon was 20% of the proceeds from the recoverable assets. This segment of the compensation is in direct violation of Section 84, Article 7 of the General Business Law.

The respondent failed to deliver to the client (complainant) a written report setting forth the services that were rendered in violation of Title 19 NYCRR Section 173.2, Article 7, of The General Business Law.

The respondent's contract failed to include the statement "This business is licensed by the New York State Department of State, Division of Licensing Services" in violation of Title 19 NYCRR, Section 170.12, Article 7, of the General Business Law.

Ernita Gantt, District Manager

MEMORANDUM
State of New York - Department of State
Division of Licensing Services

TO: Ernita Gantt
FROM: Victoria Cline
FILE NO: 2006-3435

DATE: July 19, 2007

INVESTIGATOR: Lee

Rita Hilsen

v.

Steven Rombom (PI)

Complainant was attempting to locate assets belonging to her ex-husband, Jesse Hilsen. In March of 2001, she entered into a joint contract with Pallorium Inc, a Texas corporation which Mr. Rombom owns and which is licensed in Texas, and with attorney Jonathan Green, of Chicago, to locate and collect said assets. Attorney Green prepared the contract. It indicates that Pallorium Inc will be compensated on a basis of 20% of any funds collected. (Mrs. Hilsen was indigent and unable to pay any fee up front.) There is no indication that any face-to-face meetings between Ms. Hilsen and Mr. Rombom took place in New York; she communicated with him by telephone. She charges that the payment provision of the contract is a violation of NYS license law (GBL sec. 84) although she did not know it at the time she signed the contract. She also charges that he did not perform any of the services for which he was retained, and that he did not give her any reports. He has sued her, in the state of Texas, for payment under the contract, and has won a default judgement of \$32,000.

Respondent argues that the Department of State lacks jurisdiction, in that the contract involved a Texas entity, not his New York license. He further states that it was the attorney, not Ms. Hilsen, who hired him to perform the investigation, and that he provided reports to the attorney, not to Mrs. Hilsen. He initially described an investigative process which included certain activity performed within the state of New York: locating Mr. Hilsen in upstate New York and there forcing his surrender to U.S. Marshalls; locating assets held by Mr. Hilsen in upstate New York and retaining an attorney in New York to recover those assets. (See Att. 5, items# 1b, 6) In subsequent interview of 6/26/07, when asked to elaborate on what investigative activities took place within the state of New York, he said that he did not bill any of the activity in New York to Mrs. Hilsen, and that he was acting only on directions of attorney Green. He has been asked to provide a copy of the Texas judgement against Mrs. Hilsen, and copies of any reports provided to attorney Green or to Mrs. Hilsen; he has not done so.

The attorney Jonathan Green could not be reached for interview, as he is no longer with the same firm; attorney Albert Green (father of Jonathan Green) took over the Hilsen case, and verified that his firm prepared the subject contract.

For review

To:

Supervisor

Continued on 5 additional pages

INVESTIGATION REPORT

I. COMPLAINANT INTERVIEW

The undersigned investigator interviewed the Complainant at 2643 Broadway, Rm. #. 2B5, New York, NY. on 1/16/07.

The Complainant states that in 2001 the Complainant retained Attorney Jonathan C. Green who was licensed to practice law in State of Illinois to assist the Complainant to collect a matrimonial case court order judgment. Attorney Green hired the Respondent, Steven Rombom, a private investigator licensed in State of New York and in State of Texas to assist in collecting the Judgment and other. Attorney Green prepared a retainer agreement in State of Illinois and it was mailed to the Complainant to sign. The Retainer agreement contains Agreement for Investigative and Related Services(AIRS) which indicates that the Attorney Green and the Complainant are hiring the Respondent's (Pallorium, Inc. a Texas corporation) service to commence recovering the matrimonial court judgment and others. According to AIRS, the Complainant signed on 3/20/01, the Attorney Green signed on 3/25/01, and the Respondent signed on 3/27/01. The AIRS page 1 5(a). PAYMENTS writes that "Client will pay to Pallorium, as compensation for all hours and expenses (except as otherwise described in paragraph 5(c) of this agreement) billable by Pallorium in connection with herein (generally) described investigation, TWENTY percent (20%) of the GROSS amount of Client's (direct or indirect) receipt of any monies and/or assets, no matter the source or explanation, from this day forward, from Jesse Hilsen. (Attachment 2) The Complainant claims that the Complainant was not aware that the complainant into a contract to pay the Respondent service basis on percentage of recovering of the judgment is illegal in State of New York (Article 7 General Business Law, section 84,Unlawful act.) The Complainant was in a desperate situation to find an attorney and other service related to collect the judgment at the time. The Complainant had no funds to hire the attorney and the Attorney Green was introduced by the Complainant's neighbor. The Complainant was glad to accept the service of the Attorney Green. However, after receiving the Attorney Green's service the Complainant realized that the Respondent did not perform any of the services to help collect judgment order and did not provide a written report.

The Complainant is being sued by the Respondent in State of Texas for \$32,000 for the Respondent's service. (Attachment 3) The Respondent is claiming in his lawsuit that the Complainant was awarded in arrear\$160,000 of child support from the federal court and collected this amount. So the Respondent is owed a fee according to the AIRS. However, the Complainant

INVESTIGATION REPORT

claims that the Complainant never received any money from the Complainant's ex-husband Jesse Hilsen. The Complainant wants DOS to void the lawsuit filed by the Respondent.

II. RESPONDENT INTERVIEW

The undersigned investigator interviewed the Respondent via telephone at (212) 969-0286 on 2/15/07 and 6/26/07.

The Respondent states, in conjunction with his e-mail responses, that the Complainant's allegations are false and DOS does not have any jurisdiction in this case. The Respondent was hired by the Complainant's former attorney, Jonathan Clark Green. The Respondent is a licensed PI and has offices in State of New York and maintains multiple PI agency license outside of New York State. The Respondent company "Pallorium, Inc." is a Texas Corporation and licensed PI in State of Texas and New York. (Attachment 4)

In 2000, while the Respondent was working on an international case in France. An international attorney, Cabinet Ron Soffer, told the Respondent about Ms. Rita Hilsen's story. The Respondent was told that the Complainant was abandoned by ex-husband Jesse Hilsen and he absconded with significant marital assets, and disappeared to foreign country. The Complainant was forced to live in Homeless shelter. The Respondent agreed to take this case by Pallorium, Inc. the Respondent's Texas corporation. The Attorney Retainer Agreement included Agreement for Investigative and Related Services(AIRS) was prepared by Jonathan Clark Green, Green and Green Esq. in State of Illinois. Since the Complainant could not afford an attorney's fee and investigator's service, the Complainant's attorney Jonathan Clark Green who is a licensed attorney in State of Illinois prepared the Retainer Agreement in terms of payment of attorney fee and private investigator service based on percentage of the dollar recovered from the assets found. It was signed by all parties (The Respondent claims that he signed the AIRS outside of New York.)

The Respondent states in his e-mail dated 2/14/007 that Pallorium, Inc. conducted the following investigation:

INVESTIGATION REPORT

1. We successfully traced the husband, Jess Hilsen, from Amsterdam, to Israel, to South Africa. (I personally traveled to Europe, Africa and Israel on this case.) Jesse Hilsen had obtained multiple passports / national ID cards, and had changed his name three times.

1a. With the assistance of national local media - all contacted by us - we convinced the U.S. Dept. Of Justice to issue a federal arrest warrant for Jesse Hilsen.

1b. When Jesse Hilsen, despite arrest warrants, was able to sneak back into the US, we learned of his whereabouts in upstate NY, traveled to that location, and assisted in forcing Hilsen's surrender to the U.S. Marshall's Service. (Jesse Hilsen subsequently spent over 1 year in federal prison.)

2. We obtained lawyer in South Africa fo Ms. Hilsen, and assisted in freezing companics, bank accounts, an apartment and 2 cars, pending trial. While in South Africa I personally interviewed Jesse Hilsen, and obtained a covert video which was to have been used as key evidence by the U.S. Attorney's Office in their prosecution of Jesse Hilsen. (There was no trial, as Jesse Hilsen made a deal.)

3. We obtained a sworn affidavit from Jesse Hilsen's most recent ex-wife, detailing assets held / concealed by Jesse Hilsen, and we independently located assets in South Africa, the USA and Germany (And possibly in other locations.)

4. We assisted in identifying and levying upon an account held by "TIAA-CREF" in Jesse Hilsen's name. Rita Hilsen had been attempting to find / seize this account for 10+ years, and only after we were hired was it was seized by Green and Green with our assistance.

5. Ms. Hilsen repeatedly, even fanatically, hounded her lawyers and my office, claiming that the rock group "Kiss" was assisting Jesse Hilsen in concealing assets. (Hilsen was Kiss' manager approximately 15 years ago.) I personally flew to Chicago, obtained an appointment from Chicago courts as a "Special Process Server," assisted Green and Green in preparing subpoenas and seizure documents, and with the assistance of local colleagues I interviewed Kiss's band members (backstage at a concert) and served them with legal papers. (Note: KISS held no assets, despite Rita Hilsen's fantasies.)

6. We successfully identified substantial assets being held by and ex-wife of Jesse Hilsen in upstate NY, and we obtained an NY attorney (Mr. Steven Mostovsky) for Ms. Hilsen, who agreed to assist in recovering those assets. Mr. Mostovsky conducted 100+ hours of legal activity on Rita Hilsen's behalf, including deposition of the ex-wife, and he was literally walking out the door of his office, on the way to the court to seize those assets for Rita Hilsen, when she fired him. Ms. Hilsen has not paid Mr. Mostovsky even a penny for his time or efforts.

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CASE # 2006-3435
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The Respondent states that the Respondent not only spent over 800 to 1200 hours of billable time, but also spent approximately \$22,000 in expenses. (See attachment 5)

On 2/15/07, the Respondent was asked by the Undersigned to provide copies of the invoice and a report as the Respondent claiming on his e-mail dated 2/14/07. The Respondent states via the telephone that the Respondent provided a written report and invoice to his client, Green and Green, Esq.. The Respondent asked Undersigned that if the Respondent provides copies as request it would be kept confidential. Undersigned told the Respondent that once the case is finished then some documents may be available for public. Since there is a possibility that some documents may be accessed to public by FOIL Act the Respondent refused to provide requested documents. The Respondent claims that he only provided a written report to his client the attorney Green.

On 6/26/07, Undersigned asked the Respondent to elaborate his PI activity engaged in State of New York related to Ms. Hilsen's case. The Respondent states via the phone, in conjunction with his email dated 6/26/07, that the Respondent engaged activity in State of New York as his email dated 2/14/07; however, the Respondent neither compensated for the service he rendered nor billed the activity to the Complainant. Regarding his assistance with US DOJ, Federal Prosecutor's office apprehending Jesse Hilsen that he did not initiate a contact. Initial contact was done between US DOJ and the Attorney Green. Attorney Green instructed the Respondent to assist US DOJ that the Respondent followed his client's instruction. (See attachment 8)

The Respondent is suing the Complainant in Texas for nonpayment of his fee. The Respondent was requested to provide an outcome of the lawsuit.

On 4/01/07, Undersigned received an email from the Respondent states that he requested a copy of the Judgment against the Complainant, and once he received a copy his office will fax to Undersigned. (See attachment 6)

On 6/11/07, Undersigned emailed the Respondent requesting a copy of the Judgment and a copy of the report (if the report was provided to the Complainant) and the activity (investigation of Jesse Hilsen) conducted by the Pallorium, Inc. in State of New York (See Attachment 7)

INVESTIGATION REPORT

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On 6/26/07, the Respondent called undersigned states via the phone, in conjunction with his email dated 6/26/07, that the Respondent received a judgment against the Complainant in Texas. The Respondent requested his attorney to send a copy of the judgment (Undersigned did not receive the document.) The Judgment was awarded to him because it was default by the Complainant.

III. WITNESS INTERVIEW (ALBERT GREEN)

Undersigned called the Complainant's former attorney Jonathan Clark Green, P.C. tel. # (312) 494-1000 on 6/26/07. Jonathan Clark Green was not available; however, Undersigned could speak with Albert Green. Mr. Albert Green (father of Jonathan Green) was the attorney who took it over from Jonathan Green. Jonathan Green is no longer associated with Green and Green. Mr. Albert Green said that the Retainer agreement contained Agreement for Investigative and Related Services were prepared by his predecessor in his office.

IV. DLS RECORD

Steven P. Rombom
Pallorium, Inc.
UID #11000043070
78 Webster Ave., #BCS
PO Box 155 Midwood Station
Brooklyn, NY 11230
Expiration Date: 4/23/09

Attachment 9


Sang Lee, Senior License Investigator