

Complaint: 1:45-2:44; 8:30

**THE PARTIES**

Upon information and belief, the Chamber is authorized to operate as a not-for-profit membership organization.

**ALLEGATIONS COMMON TO ALL CLAIMS**

1. In or about April 2003, Della Rossa, after paying a fee of \$1,000, became a member of the Chamber.

2. The Chamber, through its Executive Director Mark Jaffe ("Jaffe"), promised Della Rossa that the Chamber would provide Della Rossa with certain services that would assist Della Rossa in developing his business.

3. Jaffe was authorized by the Chamber to act on behalf of the Chamber and to bind it in the manner described below.

4. Jaffe promised Della Rossa that if he paid Jaffe \$600 Jaffe would provide Della Rossa with two business plans suitable to the requirements of the National Grants Conferences.

5. Relying on Jaffe's promises, Della Rossa paid Jaffe the \$600 fee but Jaffe, to this day has not completed the business plans.

6. Starting in or about April 2002, Jaffe sought Della Rossa's services in connection with the Chamber's staffing, sales and development of new facilities and membership programs.

7. Jaffe agreed to pay Della Rossa at the rate of \$7.00 per hour in exchange for Della Rossa providing the aforesaid services.

8. From in or about April through November 2002, Della Rossa provided valuable services to Jaffe, the value of which is no less than \$4,000.

9. Della Rossa, solely through his efforts, developed a program of sales staff incentives, set up the Chamber's Small Business Center, and installed and made operational an on-line credit card terminal.

10. In addition, Della Rossa advanced his own funds at a cost to him of no less than \$1,400 for computer equipment, office supplies, appliances and meals, all for the benefit of the Chamber.

11. To date, although duly demanded, Jaffe has not paid Della Rossa for his aforesaid services or reimbursed him for his expenditures as described above.

12. Jaffe also promised to Della Rossa a commission of 30% for Chamber business generated by Della Rossa.

13. Reasonably relying on Jaffe's promises, Della Rossa obtained new accounts for the Chamber worth, upon information and belief, more than \$100,000.

14. Despite due demand, Jaffe has not paid Della Rossa any of the aforesaid commissions.

**FIRST CAUSE OF ACTION**

15. Plaintiff restates all of the foregoing allegations as if each is realleged herein at length.

16. Della Rossa and the Chamber entered into an agreement wherein Della Rossa, for specified fees and commissions, agreed to perform services for the Chamber's benefit.

17. Della Rossa fully performed all such services pursuant to his agreement with the Chamber.

18. The Chamber breached the aforesaid agreement by not paying Della Rossa for his services and by failing to reimburse him for the expenditures he incurred on behalf of the Chamber.

19. By reason of the foregoing, Della Rossa has been damaged in an amount to be determined at trial but believed to be no less than \$.

**SECOND CAUSE OF ACTION**

20. Plaintiff restates all of the foregoing allegations as if each is realleged herein at length.

21. Jaffe, by his words and deeds, induced Della Rossa to perform the aforesaid services for the Chamber.

22. Della Rossa relied on Jaffe's representations and assurances that the Chamber was going to compensate Della Rossa in the manner set forth above.

23. Della Rossa reasonably relied on Jaffe's representations.

24. As a result of such reliance, Della Rossa provided time and materials in furtherance of the Chamber's goals and purposes.

25. By reason of the foregoing, the Chamber owes Della Rossa for the services he provided and the material he furnished in an amount to be determined at trial but believed to be no less than \$.

### **THIRD CAUSE OF ACTION**

26. Plaintiff restates all of the foregoing allegations as if each is realleged herein at length.

27. Jaffe, when he induced Della Rossa to perform services for, and provide materials to, the Chamber, actually had no intention to pay Della Rossa as Jaffe had promised.

28. By reason of the foregoing, the Chamber owes Della Rossa for the services he provided and the material he furnished in an amount to be determined at trial but believed to be no less than \$.

29. In addition, Della Rossa is entitled to recover punitive damages as the result of Jaffe's wantonly deceptive and fraudulent conduct.

### **FOURTH CAUSE OF ACTION**

30. Plaintiff restates all of the foregoing allegations as if each is realleged herein at length.

31. The Chamber became unjustly enriched as a result of Della Rossa's services.

32. For the foregoing reasons, the Chamber owes Della Rossa for the reasonable value of the services and material he provided.

**WHEREFORE**, plaintiff Victor Della Rossa demands judgment against defendant The Greater New York Chamber of Commerce, Incorporated, in an amount to be determined at trial but no less than \$1xxxxx, plus interest, costs, attorney fees and such other and further relief that the court deems to be just and proper.

Dated: New York, New York  
November 23, 2004

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R D. B

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