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HOWARD SCOTT JORDAN II and  
FLIGHTHELP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HOWARD SCOTT JORDAN II, an  
individual; FLIGHTHELP, LLC, a Wyoming  
limited liability company,

Plaintiffs,

vs.

IRINA IOANA CIOCHIU, an individual;  
ION THEODOR CIOCHIU, an individual;  
WYNN CAPITAL MANAGEMENT SRL, a  
Romanian limited liability company;  
INTERNATIONAL FLIGHT HELP  
MANAGEMENT, INC., a California  
corporation; FLIGHT HELP  
MANAGEMENT LLC, a California limited  
liability company; and DOES 3-20,

Defendants.

Case No. 24STCV05772

[Assigned to The Hon. Kerry Bensinger, Dept.  
31]

**DECLARATION OF HOWARD SCOTT  
JORDAN II IN SUPPORT OF PLAINTIFFS  
HOWARD SCOTT JORDAN II AND  
FLIGHTHELP, LLC'S MOTION FOR  
PRELIMINARY INJUNCTION**

[Complete List of Moving Papers:

1. Notice of Motion and Motion;  
Memorandum of Points and Authorities;
2. Declaration of Howard Scott Jordan II;
3. Request for Judicial Notice; and
4. [Proposed] Order]

**Hearing:**

Date: September 18, 2024  
Time: 8:30 a.m.  
Dept.: 31  
Reservation ID: 140822950239

Complaint Filed: March 7, 2024  
Trial: Not Set

# **DECLARATION OF HOWARD SCOTT JORDAN II**

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1 I, Howard Scott Jordan II, declare as follows:

2 **I. Relevant Background**

3 **a. Purpose of Declaration**

4 1. I am a competent adult and a plaintiff in this Action. I have personal knowledge  
5 of the facts stated in this declaration, and, if called upon as a witness, could and would truthfully  
6 so testify. I make this declaration in support of mine and plaintiff Flighthelp, LLC's motion for a  
7 preliminary injunction against defendants Irina Ioana Ciochiu ("Irina"), and any entity or person  
8 acting as her agent or under her control, including defendants International Flight Help  
9 Management, INC ("International Flight Help"), Flight Help Management LLC ("Flight Help  
10 Management"), Ion Theodor Ciochiu ("Ion"), Georgiana Tesileanu ("Geo"), and Wynn Capital  
11 Management, S.R.L. ("Wynn").

12 2. In the following declaration, I will demonstrate that I was instrumental in the  
13 founding and management of Wynn and the enterprise that was meant to consolidate Wynn as a  
14 wholly owned subsidiary under FlightHelp LLC and also consolidate other entities related to the  
15 business of processing consumer claims stemming from airline flight delays, which business I  
16 started with Irina, with Geo and Ion's help. I will also demonstrate that, based on my dealings and  
17 interactions with her as detailed below, Irina aka "Irina Wynn" is a serial liar and con artist of low  
18 moral character who has wantonly engaged in criminal activity and unlawful conduct directed at  
19 me; has perjured herself before this court already; has defrauded me out of millions already; and  
20 will continue to withhold and divert partnership funds I am owed and steal money belonging to  
21 consumers of the enterprise I co-founded with her—unless stopped immediately by this Court.

22 **b. Overview of Wynn Capital Management S.R.L.**

23 3. Wynn is a Romanian entity that was supposed to be engaged, and now does  
24 engage, in the business of making claims on airport consumers' behalf in connection with flight  
25 delays and other issues stemming from airline travel. Wynn's business model requires consumers  
26 to fill out power of attorney forms on a website, flighthelp.eu, that targets every major airport in  
27 the world, including Los Angeles International Airport.

1           4.       These forms use processes and software I designed and implemented on  
2 flighthelp.eu to dynamically generate power of attorney contracts using information provided by  
3 passengers. As detailed below, my development efforts automating the processes associated with  
4 the powers of attorney—Wynn’s key asset—allowed Wynn to realize large gains in efficiency,  
5 and generate far more revenue than it otherwise could.

6           5.       Once completed and signed, the power of attorney form is sent to Wynn’s  
7 claims team who submit claims for violations of European Council regulation EC261 on  
8 consumers’ behalf. The airline will either approve or deny the claim within sixty days. An email  
9 notification stating the outcome of the claim follows, with payment made by the airlines within  
10 30 business days after. So, all approved claims flow, at most, carries with it a 90-day lead time.  
11 These funds, upon receipt, should be transferred to consumers, with Wynn contractually retaining  
12 a portion (35%, or 50% if legal action is required) for its services in enabling the entire process.  
13 Claims that are denied by the airlines are evaluated by Wynn’s legal team and considered for  
14 small claims action in EU courts. The majority of these actions are successful. All aspects of the  
15 claims process is and has been controlled by Irina acting as Wynn’s CEO, or Geo acting as  
16 Wynn’s administrator, or either of their agents.

17           6.       Throughout 2023, Wynn’s main claims flow came from third party airline Wizz  
18 Air.

19           7.       Defendant Ion Teodor Ciochiu, a Romanian citizen who is a resident of Los  
20 Angeles, California on a long stay visa (Ex. 1) and Irina’s father, is Wynn’s sole shareholder. Ion  
21 spends a significant amount of time in California living with Irina, taking care of his  
22 granddaughter from Irina’s prior marriage with a man named David Chen (Exs. 2-6).

23           8.       Wynn is administered by Irina and Geo. Irina lives in Los Angeles, where she  
24 owns a condominium (Exs. 7-8), and Geo has a physical presence in Romania.

25           9.       A “special power of attorney,” created and signed by Ion and notarized in Craiova,  
26 Romania on November 2, 2022, explicitly vests Irina and Geo with authority to administer all of  
27 Wynn’s affairs and control its operations (Exs. 9-14). Irina and Geo have the power:  
28

- 1 a. “[T]o act on [Ion’s] behalf and represent [him] before state authorities, control  
2 bodies, legal entities and individuals,” in connection with Wynn.
- 3 b. “For the purpose of fulfilling this mandate, [Ion’s] representatives [Irina and Geo]  
4 will carry out all operations related to [Wynn], including managing the company's  
5 bank accounts (deposit and withdrawal of money, payment orders, signing checks,  
6 settling balances, etc.)”
- 7 c. “[Irina and Geo] will be able to represent [Ion] before any court of law, of any  
8 degree, making any request or statement on my behalf, administering evidence,  
9 challenging court decisions that are not final, or enforcing a final decision.”
- 10 d. “[Irina and Geo] are also authorized to sign on my behalf and for me any  
11 additional acts regarding [Wynn], such as increasing the share capital, establishing  
12 secondary offices or new points of work and activity, adopting decisions within the  
13 company's board, managing and cashing any amount of money, from any company  
14 or individual, they can sign lease agreements, loan agreements, employment  
15 contracts, commercial contracts for the good conduct of the company's activity and  
16 collaboration contracts with material suppliers necessary for the company's  
17 activity, my representatives having full powers to establish the price, conditions,  
18 and terms of the contracts...and will be responsible to the authorities in the case of  
19 defective administration or in case of prejudice to the company.”

20 10. In short, the power of attorney effectively gives Irina and Geo unfettered control  
21 over all aspects of Wynn’s operations, and makes them Wynn’s general agents.

22 11. Wynn does not own the trademark or copyright for FlightHelp in the United States  
23 or Romania. In spite of this, the name and branding “FlightHelp” is used extensively by Wynn in  
24 every aspect of the business (Ex. 15- 23), including, but not limited to, the domain (flighthelp.eu),  
25 website, and logo (Ex. 18), emails, social media (Exs. 19- 21), and all marketing materials. The  
26 only place Wynn is explicitly mentioned is on the flighthelp.eu website’s terms and conditions  
27 page (Ex. 22), privacy policy (Ex. 23), and on many, but not all, of the Power of Attorney  
28 contracts signed by passengers. In hindsight, this was part of Irina’s design to shield Wynn from

1 liability while making FlightHelp LLC the public facing entity shouldered with the burden of  
2 consumer complaints and resulting liability.

3 12. Due to European regulation EC261 applying to any air carrier that travels to or  
4 from any airport in the European Union, Wynn does business with airlines and passengers all  
5 over the world, including California and the United States. Wynn purposefully did a significant  
6 amount of business with American passengers flying from American airports on American air  
7 carriers, including those flying from Los Angeles International Airport. Irina directed me to  
8 program flighthelp.eu to target LAX and all major airports in the United States and California.

9 13. As detailed below, Wynn allowed its agents Irina and Ion to direct its affairs out of  
10 its California's office located at Irina's Los Angeles condominium, and she directed me to create  
11 flighthelp.eu to solicit California residents in California airports, including Los Angeles  
12 International Airport. Wynn purposefully did business in and with California. Per documents filed  
13 with the California Secretary of State, Wynn has an office in California at 12011 Goshen Avenue,  
14 Suite 103, Los Angeles, California 90049, which is Irina's residence (see Exs. 7-8); Irina is  
15 Wynn's "Chief Executive Officer, Secretary, [and] Chief Financial Officer"; and Irina is Wynn's  
16 agent for service of process.

17 **c. Initial Relationship with Irina**

18 14. I am an entrepreneur with several companies, with significant experience in all  
19 aspects of business operations. My two main businesses are called Spaceship Creative LLC and  
20 Vetti Media LLC.

21 15. I met Irina at a business marketing event for a "mastermind group" called  
22 "WarRoom" in Newport Beach, California, in 2018 (warroommastermind.com/). WarRoom was  
23 a members-only group of entrepreneurs that charged a \$30,000 admission fee and required at least  
24 \$1 million per year in annual revenue to join, which acted as a filtering mechanism to screen  
25 away illegitimate business owners. Irina gave a presentation teaching the members how to trick  
26 Amazon into artificially giving a book "best seller" status in order to garner unearned prestige and  
27 higher earning potential (Ex. 24). She boasted about using this trick on her own book "The Art of  
28 Microblading" (<https://a.co/d/0RPA71R>) (Ex. 25). I appreciated her wit in using this "trick" to

1 establish an online presence on Amazon, and we became friends. On her “About the Author”  
2 Amazon page, Irina brags that she is a world-renowned self-made multi-millionaire with a  
3 background in law despite never passing the bar in any country or ever being a licensed attorney  
4 (amazon.com/stores/author/B07FSSQLM5/about) (Ex. 26). Irina uses the last name “Wynn”  
5 publicly (tiktok.com/@irinawynn, instagram.com/irinawynn/, facebook.com/irinawynn01) (Exs.  
6 27-29). Her mantra is “If it doesn’t make me happier, smarter or wiser I don’t have time for it.”  
7 (Ex. 28).

8 16. Fast forward to August 20<sup>th</sup>, 2022, Irina and I kept in touch and as our professional  
9 relationship continued, Irina traveled across the country from Los Angeles to attend my wedding,  
10 which was limited to close family and friends. Our seemingly close relationship lured me into a  
11 false sense of security. The actions I took in the year following my wedding were predicated on  
12 the respect and trust I had for my supposed “friend,” Irina.

## 13 II. Formation of the Partnership.

### 14 a. Early Discussions and Interactions Establishing Partnership (Oct-Nov 2022).

15 17. On October 14<sup>th</sup>, 2022, Irina messaged me on Facebook asking for advice about  
16 naming a new startup modeled after Airhelp, the largest company in the airline compensation  
17 claims space. She said she already came up with “FlightHelp” as a possible name. This was the  
18 first I’d heard of the new business idea for a company called FlightHelp. (Ex. 30)

19 18. On November 2<sup>nd</sup>, 2022, unbeknownst to me, Ion Ciochiu signs a “Special Power  
20 of Attorney” contract and has it notarized by a public notary in Craiova, Dolj County, Romania  
21 (Exs. 9-14). As previously mentioned, this contract empowers Irina and Geo with vast  
22 management authority over Wynn. After signing this document Irina begins soliciting airports  
23 across Europe by claiming to represent “FlightHelp, an American company that defends and  
24 promotes the rights of air passengers transiting through European space.” Irina goes on to  
25 describe the business activities of Wynn. At the time, to my knowledge, there is no American  
26 entity called FlightHelp. (Exs. 31-33)

27 19. On November 3<sup>rd</sup>, 2022, Irina messages me on Facebook sending me a link to  
28 Airhelp.com stating “I am creating a company almost identical with this one” and asked how I

1 would acquire internet traffic for the business (Ex. 34). She then asks if I “*Wanna partner on this*  
2 on the online side?” and tells me “I did all the work already got the contracts,” and then schedules  
3 a call with me so we can discuss specifics, including how I would do things. (Ex. 35).

4 20. Irina and I move our conversation to WhatsApp on November 23<sup>rd</sup>, 2022, and  
5 begin discussions concerning co-founding the enterprise.

6 21. We discuss legal and regulatory risks of “the business,” to which she points out  
7 “burning money on advertising” and that there is no regulatory risk; and Irina asks for my help to  
8 “scale the shit” out of the business, already impliedly seeking my input on hiring decisions by  
9 letting me know she is hiring a “vp of sales.” (Exs. 36-39). Irina says she has the operational side  
10 handled but “needs another brain in the game who really understands business and can scale,” a  
11 “strategist / marketer / analytics” person “Like you are by example” and says I would be “*a*  
12 *perfect co-founder*” because she is “not confident that [she] can do is run traffic – scale it on the  
13 online side.” I tell Irina that the first step is to deploy the company in the airport in Romania  
14 (Bucharest) to prove the business model, and then financing the company (Ex. 40).

15 22. Irina says she thinks I would be a perfect co-founder: “I think between your  
16 marketing and tech skills and my operation side this could be a great match on executing this”  
17 (Ex. 41). I tell her that I agree, and we should think about what works. She tells me she’s  
18 planning to be on the ground in Romania on December 10<sup>th</sup> to meet the team and begin handling  
19 operations. She again tells me that “having *a co-founder* and someone very very smart (like  
20 you)” is what she needs to give her more time to focus on what she’s good at. I then tell her “this  
21 is her baby” and that she should think about what is fair regarding equity and compensation  
22 because in “my experience *with partnerships*” that can be an issue (Ex. 42). She then tells me that  
23 “I think is only fair to share the compensation fair and not be any share cuts but *equally sharing*,”  
24 suggesting an even split of the company profits. She then explains how she views our roles in the  
25 partnership, with me handling the technical aspects and her handling operations (Ex. 43).

26 23. I ask Irina why other claims companies haven’t deployed employees directly to the  
27 airport like she is planning on doing. She says “like it has not been done yet – involved a lot of  
28 national security laws because of the nature of the business” (Ex. 44). We then close the

1 conversation by discussing the laws of the EU and policies enforced by individual airports. This  
2 conversation provides context for how we decide to structure the business in the future.

3 24. On November 29<sup>th</sup>, 2022, Irina messages me details about how she would like to  
4 run the company “from the beginning.” These include projections about what sort of initial  
5 investment and revenue she thinks will be required to run the company if we are going to buy  
6 passenger claims “on the spot.” Irina suggests we will need to raise \$1.6m to run the company for  
7 the first three months if we buy claims upfront, or at a cost of \$30,000 per month to run  
8 everything with a skeleton crew, and I tell her we will need closer to \$2.5m (Ex. 45-46). We are  
9 already beginning to collaborate on starting up the business.

10 25. The next day, November 30<sup>th</sup>, 2022, Irina messages me to let me know she’s  
11 working on a pitch deck for the company to secure investment. She and I then have a Zoom video  
12 conference where we hammer out specifics pertaining to risks associated with the operation of the  
13 company and partnership (Ex. 47). Irina and I discuss a pitch deck and customer relationship  
14 management (CRM) options. I tell her the best solution for the company would be a custom web  
15 application because existing commercial CRM systems were limited and would require extensive  
16 customizations to work for us. That was deemed not financially viable, so we agreed we would  
17 need to compromise on an out of the box solution by cobbling different pieces of technology  
18 together. This meant I had to do substantial work.

19 26. The conversation then pivots, and Irina tells me that, due to the national security  
20 issues she mentioned previously, to gain access to secure areas in airports in each country where  
21 we want to do business, we need a security clearance which requires a domestic corporate entity  
22 bound by local laws, paying local taxes, with local employees who can pass security screenings.  
23 She lets me know that she already has a local entity established in Romania called “Wynn Capital  
24 Management” that will give her access to Otopeni Henri Conada Airport (IATA Code: OTP) in  
25 Bucharest.

26 27. Due to the aforementioned post 9/11 security requirements, to allow us to have  
27 agents in the terminal at each airport, and to generally allow us to further the business’ operations,  
28 we decide the best course of action for future growth is to have an American “umbrella”

1 corporation that owns all of the local foreign entities we would need to create as subsidiaries. We  
2 agreed an American series LLC comes with many advantages, namely it is much easier to get  
3 loans, credit cards, and establish business credit in the United States than it is in Romania, and the  
4 United States credit market is vastly better than Romania's credit market; an American company  
5 would allow us to consolidate revenue from each "nested" subsidiary series company, making it  
6 easier to diversify, scale, and then later secure American investment; a series LLC would afford  
7 us a larger degree of asset protection and shield the parent company from potential liability when  
8 operating in different airports across countries with different laws; and a series LLC would give  
9 us flexibility with the governance structure, allowing investors to have varying levels of control  
10 of each subsidiary. These were the thoughts surrounding why a LLC form was to be used. But  
11 that form never was meant to override the reality that Irina and I were partners in this business we  
12 were starting as co-founders to process consumer claims stemming from flight issues. Eventually,  
13 the goal was to maximize the benefit from this corporate structure and obtain a higher multiplier  
14 on exit once we decided to sell our interests in the company we had agreed to startup. FlightHelp  
15 LLC, thus, is nothing more than the instrumentality effectuating Irina and I's partnership.

16 28. Due to Irina's statements up to this point in time and the fact that Wynn is the last  
17 name she uses on all of her public facing social media, I believed Irina was Wynn's founder,  
18 majority owner, and alleged Chief Executive Officer with the actual and ostensible authority to  
19 generally bind Wynn. After this meeting, work on the partnership known as "FlightHelp" begins  
20 in earnest.

### 21 **III. Partnership Operations (Dec 2022 – Dec 2023).**

#### 22 **a. Initial Work As CTO, CMO, and Co-Founder: Establishing Roles.**

23 29. On December 6<sup>th</sup>, 2022, Irina messages me in my new capacity as CTO and  
24 Partner to discuss CRM options. I let her know I checked the company Trello board she had setup  
25 to track internal tasks. Irina gives me some initial requirements including a WhatsApp integration.  
26 Irina requests the "cheapest possible version that could do the job." I select Fluent Support  
27 because it's cost effective, we will own all the data, and it has a native WhatsApp integration.  
28 Irina says the Ukranian developers will start working on the integration in a few days (Ex. 48).

1           30.     On December 8<sup>th</sup>, 2022, Irina messages me on WhatsApp and sends me a copy of  
2 the Power of Attorney which we will have passengers sign in the Bucharest airport, which uses  
3 the name FlightHelp but binds customers to Wynn (Exs. 49-50). Irina specifically wants to know  
4 how I would dynamically generate the contracts for customers to enable the claims process—she  
5 wants the claims process “automated.” We then discuss how I can implement technology into the  
6 contract process and establish the standard operating procedure that will be used by the company  
7 to automate claims (Ex. 51).

8           31.     On December 12<sup>th</sup>, 2022, Irina and I have another Zoom meeting, as the day prior  
9 she had left a voicemail so we could discuss filing the paperwork necessary to begin effectuating  
10 the corporate structure we previously discussed. She gives me access to her Outlook email  
11 account and I send her information about onboarding Wynn’s employees and a link for the  
12 registered agent service we end up using in Wyoming for FlightHelp LLC (Ex. 52-53).  
13 She sends me a “recap” of the meeting on WhatsApp: “Wyoming LLC to be done with the  
14 operating agreement. *Scott has 49% - Irina has 51% from the entire company and all the*  
15 *subsidiaries that will be created. Essentially Irina takes care of the operation stuff, legal side,*  
16 *claim processing, hiring and training the teams on the ground, customer service operations etc.*  
17 *Scott takes care of the marketing and tech side, the website to work properly - create the*  
18 *systems and flows for the claims to be processed with the tech team and takes care of the*  
19 *marketing campaigns and work with the dev team ...”* (Ex. 54). The partnership was now in full  
20 force.

21           32.     My understanding leaving this meeting based on Irina’s statements was that the  
22 “entire company” included Wynn, which was to be made a subsidiary of FlightHelp LLC and had  
23 yet to generate any revenue or begin operations in Bucharest’s airport.

24           33.     On December 13<sup>th</sup>, 2022, Irina sent me a voice message, reminding me that I had a  
25 meeting with the development team the following day, and asking me to manage the team and  
26 interrogate them about the hours they’ve been billing (Ex. 55). This shows I was vested with  
27 authority to hire and fire as early as December 2022. The next day I let Irina know that I had a  
28 good meeting with the development manager (Anitoly) and cracked down on them, telling her

1 they “would be moving a lot faster on the internal pages,” and that they would be better about  
2 their billing practices (Ex. 56).

3 34. At the conclusion of the meeting with the developers, I am given complete access  
4 to the flighthelp.eu website and begin aiding the Ukrainian team with various development tasks.  
5 Upon evaluating the website, it becomes evident the development team has created a “walled  
6 garden” of sorts that makes the site difficult to work on.

7 **b. Website Development and Official Role Definition on Company Platform.**

8 35. On December 20<sup>th</sup>, 2022, Irina gives me access to her GoDaddy account where the  
9 domain “flighthelp.eu” is registered (Ex. 57). The *website lists Irina as the “CEO & Co-  
10 Founder” of the company and me as the “CTO and Co-Founder.”* An archived copy of this  
11 website is available here: <https://web.archive.org/web/20230314022930/https://flighthelp.eu/>.  
12 Both Wynn and FlightHelp LLC exclusively used flighthelp.eu for all business operations,  
13 including all external communications with passengers sent via Mailchimp (a piece of software)  
14 with FlightHelp LLC’s Wyoming address published at the bottom. Irina now uses flighthelp.eu  
15 exclusively for Wynn and/or International Flight Help Management and/or Flight Help  
16 Management LLC’s benefit—diverting the Partnership’s asset to herself.

17 36. She then sends a series of voice messages explaining that she will be hiring a  
18 customer care and claims processing team in the Philippines. I give her the go-ahead and tell her  
19 I’d like to be involved on major hires, given my roles. She replies “Perfecto” (Ex. 58).

20 37. On December 28<sup>th</sup>, 2022, Irina adds me to the “FlightHelp – Tech team” channel  
21 on WhatsApp, where I’m formally introduced to Geo. Geo is the only person besides Irina and  
22 her father who has access to all of Wynn’s assets, including the company bank account(s). Geo  
23 also has access to Irina’s personal schedule, credit cards, emails, and all of her personal bills.

24 38. After I am introduced to Geo, we discuss creating business cards and flyers for  
25 flighthelp.eu. From here on the “Tech Team” group chat is where a great number of conversations  
26 about Wynn’s operations will take place (Ex. 59). Later, Irina privately messages me to discuss  
27 using flighthelp.support for customer service and support related tasks (Ex. 60).

28

1                   **c. Operational Involvement and Key Decision-Making Processes.**

2           39.       A few days later, Irina mentions hiring James Cho of San Diego  
3           (<https://www.linkedin.com/in/james-cho-28882a71>) for a VP of sales position. She wants me to  
4           meet him to see what I think, *giving me discretion over the decision to hire him*. (Ex. 61)

5           40.       On December 30<sup>th</sup>, 2022, Irina sends a voice message to ask me if the website will  
6           be ready by January 3<sup>rd</sup>, 2023. She says she knows the contract process is not automated yet, but  
7           we need to have something up because the teams will be deploying in the airport and processing  
8           claims manually (Ex. 62). The next day I message Irina to let her know my investigation did not  
9           reveal anything that should prevent us from launching on schedule (Ex. 63).

10          41.       On January 4<sup>th</sup>, 2023, the website is launched to production in time for new claims  
11          to begin coming in. Irina messages me “first claims” to let me know Wynn received claims (Ex.  
12          64). Later that day Irina and I interview Mr. Cho (Ex. 65).

13          42.       At the end of the day Irina instructs Geo to give me access to the Google  
14          Workspace account for flighthelp.eu. Google Workspace is the management platform that  
15          administers Google Email (Gmail), Google Drive, and all associated Google Apps like Google  
16          Sheets and Google Docs. I use my access to setup and integrate all associated services with the  
17          website and associated third party applications tied to flighthelp.eu. (Ex. 66)

18          43.       On January 5<sup>th</sup>, 2023, Irina and I discuss how to pay passengers and affiliates. I  
19          make some recommendations and we agree on the method to be used (Ex. 67). We discuss  
20          AirHelp ([youtube.com/watch?v=gko6OrwH6v8](https://www.youtube.com/watch?v=gko6OrwH6v8)), a competitor with revenues in excess of \$150m  
21          per year (<https://www.zoominfo.com/c/airhelp-ltd/358721422v>). Irina is undeterred, tells me  
22          “[w]e got 27 claims already,” and asks if passengers may make submissions on the flighthelp.eu  
23          website work, and I let her know they can (Ex. 68).

24          44.       On January 12<sup>th</sup>, 2023, I send Irina a voice-over featuring my voice for the  
25          marketing video intended to be used on the homepage of flighthelp.eu. My voice is still present in  
26          the video on the homepage of flighthelp.eu, showing that I was an integral part of the enterprise.  
27          (Ex. 69).

1           45.       On January 15<sup>th</sup>, 2023, Irina wakes me up at 4am with a tech request. I send Irina a  
2 rough-cut of the promo video we'll use on the homepage of flighthelp.eu. Irina sends me a voice  
3 message telling me she's "on the way to the airport because we have a delayed flight" and asks  
4 me to make modifications to the customer intake form. Our Mailchimp account is setup and  
5 passengers who submit claims start receiving automated emails from "FlightHelp," which is yet  
6 to officially exist indicating the existence of the partnership prior to creation of Flighthelp LLC.  
7 (Ex. 70)

8           46.       On January 19<sup>th</sup>, 2023, I purchased a lifetime license for digital signature software  
9 necessary to comply with certain digital signature regulations. *Irina says, "Good job on you too*  
10 *getting the tech side on point."* Using this software and my knowledge of it allowed Wynn to  
11 automatically create dynamic contracts from forms customers (or our agents) would fill out on the  
12 website, rather than manually creating power of attorney contracts. Setting this software up  
13 correctly and integrating it into our other systems was essential to generating higher volumes of  
14 claims and allowing the business to scale. Over the phone, Irina agreed the partnership would  
15 reimburse me for all expenses that I and my companies would incur, which totaled thousands of  
16 dollars a year. (Exs. 71-72)

17           47.       On January 21<sup>st</sup>, 2023, I let Irina know "three major things" I was working on,  
18 namely, integrating our affiliate tracking software, electronic signatures, our support portal, and  
19 the forms on the website. I let her know that I've got most of the software and integration  
20 components done and that I will walk through the process with her. I also mention that I'm  
21 personally paying for all of the infrastructure costs for the servers for the website and associated  
22 services—*she says "[g]reat job" and calls me a "[g]enius."* (Exs. 73-74)

23           48.       On January 29<sup>th</sup>, 2023, the new digital signature software integration is completed  
24 on flighthelp.eu and the first version of the customer power of attorney contract is automatically  
25 generated and signed by a passenger. (Exs. 75, 76) The contract will evolve to eventually include  
26 the company logo and two languages (English and the passenger's language). This contract, and  
27 the majority of contracts afterwards, will be signed on behalf of Wynn by Irina acting as Wynn's  
28 CEO, using intellectual property I was instrumental in creating.

1                   **d. Creation of FlightHelp LLC Operating Agreement Amid Financial**  
2                   **Challenges.**

3           49.       On January 31<sup>st</sup>, 2023, it's been 60 days since my partnership with Irina. She has  
4 still not filed the LLC paperwork or began to make Wynn a subsidiary as we agreed to on  
5 December 12<sup>th</sup>.

6           50.       On February 7<sup>th</sup>, 2023, Irina travels back to Los Angeles from Romania, noting  
7 how "bright and beautiful" Los Angeles is. She sends me a voice message telling me "We got a  
8 second contract with one of the largest travel agencies in Romania," and asks me to get some tech  
9 resources in place to help (Ex. 77). She then tells me that the team in Romania is "all in" and  
10 says, "I am happy I was able to build it so fast." I let her know that I've been staying up at all  
11 hours of the night fixing tech issues for the company, to which she responds, "Those late hours  
12 will pay off soon." (Ex. 78)

13           51.       On February 8<sup>th</sup>, 2023, 70 days after I began working for the partnership and 57  
14 days after our meeting where Irina and I agreed to create a series and close Wyoming LLC that  
15 would own all companies related to the business of processing consumer claims we had started, I  
16 filed documents creating plaintiff FlightHelp LLC with Irina's blessing as a convenient method of  
17 carrying out our partnership. Before submitting the paperwork, I asked Irina to confirm that she  
18 agreed to FlightHelp LLC's ownership of Wynn, to which she responded, "yah all good." Irina  
19 was aware of the reality that FlightHelp LLC is merely the instrumentality through which our  
20 partnership and ownership of Wynn is to be effectuated and its creation was a mere legal  
21 formality and intended to effectuate a corporate structure we had discussed and were attempting  
22 to implement. Our intent was always to co-found as partners a business enterprise related to  
23 processing consumer claims stemming from flight delays. (Exs. 79-81).

24           52.       On February 20<sup>th</sup>, 2023, Irina sends me a series of voice messages explaining the  
25 expenses for Wynn, including salaries, inventory, and Romanian taxes, and how Wynn will get  
26 certain grants—and she says these expenses do not include "paying us out." (Exs. 82-85).

27           53.       On February 22<sup>nd</sup>, 2023, after discussing over-billing practices with Irina, I remove  
28 our Ukrainian development team from the project and lock down all company assets, moving all

1 completed work to new servers I was paying for. (Ex. 86) From this point forward, I take over as  
2 the head developer. The next day Irina asks, “How are we doing on the pitch deck?” and I tell her  
3 I’m finishing it up. The pitch deck is specifically for raising funds for FlightHelp LLC, even  
4 though we list Wynn employees as core team members and all of the revenue mentioned is  
5 generated by Wynn. (Ex. 87) This shows that the corporate form we employed was irrelevant to  
6 anything given our intent to partner.

7         54. On February 25<sup>th</sup>, 2023, I send the first version of our completed pitch deck to  
8 Irina for review. She sends me a picture of herself to use in the deck as well as a picture of  
9 Razvan Scafes, the attorney for Wynn (Exs. 88, 89) who is identified as “Head of Legal.” I ask  
10 Geo for a picture of herself and she provides one (Ex. 90). I ask what she thinks of the deck and  
11 she tells me she thinks it “looks great.” Notably the pitch deck mentions a projected run rate of  
12 \$45,000 per month and says we need \$500,000 to run the company through December 2023 (10  
13 months). The *pitch deck that Irina approved indicates I am “CTO” and she is “CEO.”* (Ex. 91).  
14 We then discuss revenue, cashflow, and funding for the company. Irina tells me that she needs to  
15 send \$16,000 in four days to keep funding Wynn but after that she would need “to sell my home  
16 to get liquid cash.” I let Irina know that I don’t mind investing in the company “once cash starts  
17 flowing.” Irina tells me that we have \$20,650 pending to be received from the airlines and says  
18 the customers don’t know we won their claims (Ex. 92). She suggests using (“borrowing”) the  
19 customers funds from their claims to solve our internal cash flow problems because “the contract  
20 doesn’t say when we have to pay them.” I let her know it was a bad idea to get “in the habit of  
21 paying [passenger claims] late because it could quickly become like a Ponzi scheme” (Ex. 93).  
22 She changes topics back to the pitch deck (Ex. 94).

23         55. On February 27<sup>th</sup>, 2023, Irina sends me a screenshot of Wynn’s bank account after  
24 the company allegedly receives its first payment from a passenger claim from Wizz Air. (Ex. 95)

25         56. On March 2<sup>nd</sup>, 2023, Irina and I discuss an alleged funding issue that could see  
26 Wynn unable to pay employee salaries, taxes, or rent and stop all operations in the Bucharest  
27 airport. She claims she is “seriously worried” and may have to sell her condo in Beverly Hills,  
28 and begins making pleas for money, contending she cannot find any way to get cash to fund

1 Wynn's operations. (Ex. 96-99). At the end of the day, Irina instructs Geo to give me access to  
2 the Romanian bank account for Wynn. (Ex. 100)

3 57. On March 3<sup>rd</sup>, 2023, Geo sends me instructions to download the "ING Business"  
4 banking app and login using Ion's access credentials, for which he was personally required to  
5 send a code. (Ex. 100) Granting this access not only shows that Ion Ciochiu was personally aware  
6 of my involvement with the partnership, but that he agreed with it. ***Otherwise, what would be the***  
7 ***purpose of giving a stranger total unrestricted access to his business' bank account?***

8 58. On March 8<sup>th</sup>, 2023, I create the FlightHelp LLC operating agreement with the  
9 help of ChatGPT. The fact lawyers were not involved shows this agreement is a formality merely  
10 intended to evidence the partnership between Irina and I. It was never intended to supersede the  
11 partnership to startup a claims business with Irina. The agreement was in fact never intended to  
12 override my partnership with Irina, it was mere evidence of it. As previously agreed and  
13 consistent with the partnership, the operating agreement evidences that Irina has 51% ownership  
14 of the partnership to my 49%; that Irina has the right to act as a manager, with my consent; and  
15 that each partner will be a manager of any subsidiary. I am named the managing partner.

16 **e. Personal Funding of Partnership Operations and Expenses.**

17 59. Irina agrees to make me managing partner of FlightHelp LLC and signs the  
18 operating agreement that memorializes our basic understanding of the partnership. She repeatedly  
19 affirms that she "should be a partner" with me. Using my powers as manager, I open a bank  
20 account and credit card at Chase bank for the company. Irina goes to Chase to provide a "member  
21 not present" form to add herself as signatory on the account (Exs. 101-106).

22 60. On March 9<sup>th</sup>, 2023, Irina tells me Wynn needs a "little under \$26k" for rent and  
23 employee salaries. She has repeatedly stated she needs cash, and that I was the only one who  
24 could cover our expenses and save the company. So, I did. The next day, I told Irina: "I'll float  
25 (loan) what we need and send a wire on Monday." (Exs. 107-108)

26 61. On Monday, March 13<sup>th</sup>, 2023, Irina and I have a meeting on Google Meet. I  
27 explain to her certain of my concerns, which she alleviates. Irina agreed that the partnership  
28 would cover all my contributions and I would be paid accordingly. At the time, the company

1 desperately needed money and was on the brink of collapse without it. During the meeting, Irina  
2 sends instructions to activate the ING Business App on my phone, giving me further access to  
3 Wynn's bank account (Ex. 109). Later that day Geo sends wire instructions for Wynn's ING  
4 account, and I send \$25,000 to Wynn's account in Romania to cover rent in the airport, employee  
5 salaries, and taxes. Geo also sends over her personal banking information to allow me to wire her  
6 salary from FlightHelp LLC's account. (Exs. 110-111)

7         62.     On March 15<sup>th</sup>, 2023, the \$25,000 wire transfer clears and is deposited in Wynn's  
8 ING RON (Romanian Lei) account in Romania (Exs. 112, 113). Immediately after my deposit  
9 clears, Ion Ciochiu withdraws 24,000 RON (~\$5,500) from Wynn's account for himself,  
10 indicating his knowledge of my roles (Ex. 114). Geo then confirms the employee salaries for  
11 Wynn have been paid from the funds I contributed to the partnership. She, as well as all of the  
12 other Wynn employees have no contract with FlightHelp LLC and have never provided invoices  
13 for services related to these payments, although FlightHelp LLC has requested these invoices for  
14 accounting and tax compliance purposes. Later the same day, Geo asks me to pay an invoice for  
15 an employment agency who is hiring employees for Wynn from the Philippines. Geo also  
16 reminds me that I need to pay the salary for Anne, the Philippine head of Wynn's claim  
17 processing team. All of the salaries are paid from FlightHelp LLC in spite of them working to  
18 process claims for the benefit of Wynn, pursuant to the partnership. (Ex. 115).

19         63.     On March 16<sup>th</sup>, 2023, Geo asks if we have the new credit card for FlightHelp LLC  
20 so we can pay the invoice for the Filipino claims' agents (virtual assistants), asking if I can pay  
21 the recruiter with another card if we don't have it. I end up paying the invoice using my personal  
22 credit card (Ex. 116).

23         64.     On March 21<sup>st</sup>, 2023, Geo tells me that I will see a transaction on the FlightHelp  
24 LLC credit card for the phone bill for Wynn. The FlightHelp LLC Chase credit card will be used  
25 from then on to pay the majority of the bills for Wynn, including certain employee salaries,  
26 commissions, rent, transportation expenses, lodging, utilities, etc. (Ex. 117) FlightHelp LLC  
27 sends invoices to Wynn for these payments to keep records until the companies can be integrated.  
28 Due to the fact that FlightHelp LLC was supposed to own Wynn, FlightHelp LLC never makes

1 any profit from the use of its credit card (or for anything else) for services 54used by Wynn.

2 65. On March 23<sup>rd</sup>, 2023, Geo tells me to pay rent for the Bucharest airport (10,710  
3 EUR) and reminds me about paying her and Anne's salary. These payments are expected to be  
4 made from personal transfers from myself or FlightHelp LLC's account (Ex. 118). Geo then asks  
5 for me to remove a couple of employees from the website's "team" section and add more team  
6 members. Irina is still listed as the "CEO & Co-Founder" and I am still listed as the "CTO & Co-  
7 Founder." (Ex. 119-120)

8 66. On March 24<sup>th</sup>, 2023, Irina sends me a screenshot of Wynn's ING bank account  
9 and tells me that "Wizz Air started to pay more," and we discuss what "we" have done as a  
10 company to establish steady cash flow and take "over the market in Romania." (Ex. 121)

11 67. On March 27<sup>th</sup>, 2023, Geo sends me a reminder about sending more money so the  
12 rent in the Bucharest airport can be paid. I send \$3,500 to cover her salary payment, and a day  
13 later wire \$12,000 to Wynn's ING account to cover rent in the Bucharest airport. (Ex. 122-123)

14 68. On March 31<sup>st</sup>, 2023, Geo sends me a reminder about paying her salary and other  
15 expenses. These reminders, payment instructions, and payments will occur every month until  
16 mid-January, 2024. (Ex. 124-126)

17 **f. Financial Pressures and Revenue Growth from Airline Claims.**

18 69. On April 11<sup>th</sup>, 2023, I have a phone conversation with Irina about the company  
19 goals, potential investors, and her salary requirements. When Irina and I had previously spoken,  
20 she mentioned that she wanted a salary of \$20,000 per month. She becomes upset because I let  
21 her know that financial advisors I talked to in my role as CTO, co-founder, and partner were not  
22 happy about our lack of professional accounting, or her demands for a high salary. Considering  
23 the business was not presently generating much revenue, Irina's lavish lifestyle was an issue. At  
24 the end of the call, I wired \$12,000 to Wynn as a short-term loan. (Ex. 127)

25 70. On April 12<sup>th</sup>, 2023, Geo sends a screenshot showing 52,838 EUR in the Wynn  
26 ING bank account, stating "Wizz Air is our best friend." (Ex. 128). Later, Irina messages me and  
27 begins justifying why she thinks she should receive a salary. She explains she is not talking about  
28 our "share distribution," which *she admits she wants to be equal (and then says she took 51%*

1 *versus my 49% for her “visa purposes”*), again showing that the FlightHelp LLC operating  
2 agreement is not binding in and of itself nor does it supersede the partnership. (Ex. 129).

3 **g. Emerging Operational Issues and International Business Expansion.**

4 71. On April 19<sup>th</sup>, 2023, Irina asks me to setup a TrustPilot account where customers  
5 can leave reviews about our company (<https://www.trustpilot.com/review/flighthelp.eu>). I let her  
6 know I’m setting it up and I create an account for FlightHelp LLC, since it is meant to be the  
7 parent company of every subsidiary, including Wynn (the address on the page is for FlightHelp  
8 LLC). This is noteworthy because the passengers who leave reviews do so for services they  
9 receive from Wynn, not FlightHelp LLC. Specifically, most of the complaints are about poor  
10 customer service and poor response times related to late payments, which is all handled by Irina,  
11 Geo, or their agents. In fact, Irina is still using this TrustPilot account to solicit reviews (as of  
12 June 2024) and even left a fake review for the company (along with many other Wynn  
13 employees) on February 22<sup>nd</sup>, 2024. She leaves this review after ruining our relationship and  
14 cutting me out of the business. *This shows that Irina has always viewed FlightHelp LLC and*  
15 *Wynn as the same business and that she was directing me to use FlightHelp LLC here to shield*  
16 *Wynn, the entity receiving funds, from bad reviews, while controlling Wynn such that it does*  
17 *not pay anything out to consumers as reflected in the countless negative reviews indicating they*  
18 *have not received funds—creating a false impression that FlightHelp LLC is the issue instead*  
19 *of Wynn.* (Ex. 130-134)

20 **h. Partnership Profits Distribution and Escalating Role Conflicts.**

21 72. On April 24<sup>th</sup>, 2023, Geo sends a screenshot of the ING bank account as it passes  
22 108,000 EUR in received claims. (Ex. 135) In hindsight, this was part of the scheme to induce me  
23 to keep contributing my time, effort, skill, services, and capital to the partnership.

24 73. On May 2<sup>nd</sup>, 2023, Irina pays herself 20,000 Euro (approx. \$21,900) from Wynn’s  
25 bank account. This is ostensibly her salary payment that she asked for my approval of in April.  
26 But Irina deliberately overpaid herself by taking 20,000 Euro, which is closer to \$22,000, instead  
27 of \$20,000. The transaction is marked as “plata prestari servicii conform contract” (payment of  
28 services according to contract). At the time Irina does not have a contract with Wynn. This

1 payment will be made every month from this point forward (Exs. 136-143).

2 74. On May 14<sup>th</sup>, 2023, Irina, after we discuss certain tax issues, tells me she will  
3 begin reimbursing my contributions to Wynn by the end of the month (Exs. 144, 145).

4 75. On May 23<sup>rd</sup>, 2023, I send over a link to FlightHelp's new "Fast Claim" system  
5 that I created to help speed up the claims process to allow greater passenger volumes. We end up  
6 using this fast claim system to greatly increase revenue over the following months. (Ex. 146)

7 76. On May 29<sup>th</sup>, 2023, I suggest further systems automations and Irina declines  
8 (months later accepting my proposal) because she "can't risk fucking up how it works now." This  
9 becomes a recurrent theme: I create new customizations, integrations, and enhancements to our  
10 business operations and Irina rejects using the new tools in spite of her complaining the entire  
11 time that said tools were not completed, only to eventually use the tools I created (Ex. 147).

12 77. On June 8<sup>th</sup>, 2023, Irina, without explanation, sends herself \$15,766.46 as a "return  
13 credit" for funds she allegedly put into Wynn's ING account (Ex. 148).

14 **i. Operational Expansion to New Airports and Emerging Financial**  
15 **Discrepancies.**

16 78. On June 17<sup>th</sup>, 2023, Irina enters into a contract for a lease and advertising services  
17 at the airport in Cluj Napoca, Romania, with the corporate name AEROPORTUL  
18 INTERNAȚIONAL AVRAM IANCU CLUJ R.A. Irina signs this contract in her capacity as the  
19 legal administrator of Wynn. This contract enters into force on June 17, 2023 and ends on January  
20 16, 2024, with advertising starting on July 17<sup>th</sup>, 2023. (Exs. 149-150)

21 79. On June 28<sup>th</sup>, 2023, I directly message Geo to ask if she's noticed the decrease in  
22 incoming payment volume from May to June (in spite of large increases in customer count). The  
23 payments to the ING account from Wizz Air dropped from 1200 to 450. She blames Wizz Air  
24 moving their claim operation from Hungary to Malta. (Ex. 151). I suspect foul play because we  
25 were generating higher claim volumes and Wizz Air Malta was not yet in existence (Ex. 152).

26 80. Below is a chart of signed contracts and payouts for each month of 2023 using data  
27 from business records I had access to, which are appended as exhibits along with the calculation.  
28 (Exs. 153-163). *Irina has failed to pay passengers for roughly 80% of 2023 approved claims for*

1 *which Wynn has or should have received payment.*

2 Month	Contracts Signed	Incoming Payments	Outgoing Payments
3 January	83	0	0
4 February	946	1	0
5 March	971	49	2
6 April	2,731	279	27
7 May	2,792	1,274	138
8 June	5,220	427	76
9 July	12,673	1,064	41
10 August	12,056	1,209	56
11 September	7,166	666	68
12 October	5,507	3,181	531
13 November	3,583	432	308
14 December	3,861	657	654
15 Total	62,358	9,239	1,901

16 81. On June 30<sup>th</sup>, 2023, Geo sends me a message asking if Irina is added as an  
17 authorized user on the Chase bank account. I let her know that she is. Irina then buys luxury  
18 airline tickets from Santiago, Chile to Budapest, Hungary. At the time, I found the departure  
19 airport odd because Santiago is far from Los Angeles, we did not plan to expand there, and Irina  
20 was in Los Angeles directing Wynn's affairs. In retrospect, the secret trip, location, decreased  
21 claim volume, and ease of redirecting funds from airlines makes this trip highly suspicious. (Exs.  
22 164-167). Given the incoming and outgoing payments and Irina's professed desire to not pay  
23 consumers on time, I believe Irina traveled to Santiago, Chile to open bank accounts and redirect  
24 funds Wynn was receiving from Wizz Air and other airlines to Chilean accounts.

25 **j. Growing Suspicions of Fund Diversion by Partner.**

26 82. On July 6<sup>th</sup>, 2023, Irina and Geo ask me to check Wizz Air's website because the  
27 portal they are using to file claims is crashing. They send me the login credentials for the claims  
28

1 processing team. Irina admits that Geo created a secondary account to test whether Wynn was  
2 banned from submitting claims. I login to the portal and become suspicious Irina may be  
3 diverting claims flow away from the partnership because the claims portal keeps no record of  
4 filed claims and she could simply use the new account Geo created with different banking  
5 information to siphon money away without anyone knowing about it. (Ex. 168). ***Irina now has***  
6 ***unfettered access to these accounts and is in the process of dissipating an unknown amount of***  
7 ***funds from them while severing me from them.***

8 83. On July 9<sup>th</sup>, 2023, Geo tells me there are no financial statements for Wynn. I tell  
9 her that is not viable in the long term. (Exs. 169, 170) In hindsight, the lack of proper accounting  
10 was part of Irina's scheme to defraud me out of my partnership entitlement.

11 **k. Continued Work on Core Business and Further International Expansion.**

12 84. On July 14<sup>th</sup>, 2023, an issue with flighthelp.eu's website requires my immediate  
13 attention. To fix the issue, I begin rebuilding the frontend of the website from scratch to eliminate  
14 the possibility of any future vulnerabilities. (Ex. 171)

15 85. On July 18<sup>th</sup>, 2023, Irina messages me to tell me "we got to the CEO" of the  
16 airport in Budapest, Hungary. She says the airport doesn't want us but that she still has a meeting  
17 with the head of advertising. She sends me a screenshot of their correspondence with her  
18 signature listed as "Founder & CEO." We then talk about expanding to other airports in Europe  
19 and she tells me she has someone in mind in Spain who can manage an airport, showing my  
20 ability to control the enterprise's operations at this time. (Ex. 172)

21 86. On July 20<sup>th</sup>, 2023, Irina messages me and tells me she went on a date with the  
22 advertising manager of the Budapest airport, drank two bottles of wine, and closed the deal. She  
23 implies that she exchanged sexual favors for access to the airport and that "he thinks he's gonna  
24 marry me." I tell her that I don't want her to put herself in uncomfortable situations. (Ex. 173)

25 87. On August 1<sup>st</sup>, 2023, Geo messages me to ask me to pay 6 members of the claims  
26 team. I let her know that our integrated phone and WhatsApp system are on the way and that the  
27 integration will transform how we handle customer service because customer communications  
28 will be unified and automated, to which she responds with approval. (Ex. 174)

1           88.     On August 3<sup>rd</sup>, 2023, Geo messages me saying we need to setup a RingCentral  
2 account with a Romanian phone number for the sales team. The sales team will contact  
3 passengers who do not sign power of attorney documents they receive via email and try  
4 convincing them to sign. (Ex. 175)

5                   **I. Growing Tensions and Threats to Partnership Stability.**

6           89.     On August 7<sup>th</sup>, 2023, I message Irina that we should set customer expectations by  
7 explaining the payment timeline. I tell her “I just don't want to get stuck doing ORM (online  
8 reputation management) for us if we get killed on TrustPilot or Google.” At this point we had  
9 received multiple bad reviews on TrustPilot, and I was looking for a way to mitigate the problem.  
10 Geo tells me this will not be an issue once we have a CRM with automated emails, not realizing  
11 that *customers already receive these emails due to my efforts*. Irina responds, “those fuckers  
12 don’t have an email, I wouldn’t be so worried... it’s not something common in Romania for them  
13 to get anything but a fuck off from the airlines.” *This shows Irina’s total lack of regard for*  
14 *customers—if I am not back in the partnership, Irina will just dissipate all funds received on*  
15 *the theory the passengers are not entitled to anything “but a fuck off” as she has done so far.*  
16 (Ex. 176, 153-163, 130-134)

17           90.     On August 10<sup>th</sup>, 2023, I tell both Irina and Geo that we need a Romanian address  
18 for FlightHelp LLC because I cannot buy a Romanian phone number due to the company in  
19 Romania being different than the American company. I say, “we have to fix the company  
20 structure anyway, because this will become a bigger problem as we expand.” (Ex. 177)

21           91.     This prompts Irina to have a complete meltdown. I say, “What are you talking  
22 about? I’m just talking about the corporate structure so we can build out for growth.”

23           92.     Irina berates my work despite it resulting in thousands of claims being processed  
24 by her own admission, and claims she is too busy to deal with the corporate structure. I let her  
25 know that the corporate structure is directly related to FlightHelp LLC’s ability to get an address  
26 in each country where we intend to do business. (Ex. 178) Up to this point, every time we’ve  
27 talked about making Wynn a subsidiary (and every time after this) she comes up with excuses or  
28 fake grievances as reasons why she can’t do it. She’s either too busy, it’s too complicated and we

1 have to have the lawyers do it, or I'm "not doing my job well enough" for her to honor our  
2 agreement. She even tells me in other conversations that the process cannot be completed online,  
3 in spite of my sending the link in this conversation to do exactly that.

4 93. On August 11<sup>th</sup>, 2023, I message Irina to tell her that I can register as a foreign  
5 agent in Romania, allowing me to file business license paperwork. I tell her it "may be a good  
6 idea to start this process anyway if we're planning on nesting everything under the umbrella  
7 company." She responds: "Scott, not the right time" claiming she is working too much to begin  
8 the nesting process, and I tell her she could just have an attorney do everything.

9 94. She continues with her attempt to gaslight me and make excuses for not upholding  
10 our partnership agreement based on her alleged work load even though I am also working 80 hour  
11 weeks and am simply asking her to uphold the agreement we had. (Ex. 179)

12 95. I tell her: "I put in a lot of time and stay up randomly at all hours working my ass  
13 off to get this stuff done and you know it. So yeah, it pisses me off that you feel that way."

14 96. She continues to gaslight me and make excuses about how hard she's working and  
15 how much she is responsible for as the CEO of Wynn, eventually telling me it's "Like you don't  
16 exist," implying I have done nothing. (Ex. 180) I send a screenshot of the intellectual property I  
17 was coding for the company (Exs. 181, 182). At the time, there was \$1.17 million (1.08m EUR)  
18 in Wynn's bank account, none of which could have been generated without my contributions.

19 97. On August 29<sup>th</sup>, 2023, I noticed some surprise charges on FlightHelp LLC's credit  
20 card and messaged Geo to ask if the "Austrian" charge for ~\$1,700 was for airline tickets. She  
21 replies: "Yes, For Summer (Irina's daughter) and Irina's dad. They came to Romania because he  
22 needs to renew some info at the bank and even though I have full access they needed him in  
23 person for 5 minutes with his ID." Ion Ciochiu traveled to Bucharest and returned home to Los  
24 Angeles—all to conduct business on behalf of Wynn, on FlightHelp LLC's dime. (Exs. 183-185)

25 98. On September 11<sup>th</sup>, 2023, Geo messages me a link to a Google spreadsheet  
26 containing confidential passenger information, telling me that we "need to send the won email to  
27 these people." *Notably, this is the first time payment information from the passengers is*  
28 *requested since April 27<sup>th</sup>, meaning Irina has failed to pay most passengers for nearly five*

1 *months, despite that aspect of the partnership being Irina’s responsibility as CEO of Wynn and*  
2 *under her/Geo’s complete control.* (Ex. 186)

3 99. On September 14<sup>th</sup>, 2023, Geo messages that Wynn’s agents liked the new “airport  
4 dropdowns” I developed for our intake form. Irina apologizes for not knowing about the changes  
5 and says she’s in charge of screaming at the team. (Ex. 187)

6 **m. Ongoing Work Amid Increasing Partnership Challenges and Disagreements.**

7 100. On the morning of September 19<sup>th</sup>, 2023, I send Irina a link to Miro, a service  
8 where I mapped out all backend processes for our new development team which shows how all of  
9 the software is supposed to work together. The diagrams also map out how our new backend  
10 “data hub” application will work. This information could allow someone to reproduce our internal  
11 processes and business model to automate revenue streams.

12 101. On September 25<sup>th</sup>, 2023, Irina messages while I am with my wife in the labor and  
13 delivery room, where she is about to give birth to our daughter (Ex. 188). Irina messages me  
14 again when her friend Hyojin Oh (“Jinny”), a resident of California who is flying out of Los  
15 Angeles (LAX), cannot figure out how to make a claim because neither LAX nor Condor Airlines  
16 auto-populates on our forms on flighthelp.eu. (Ex. 189) Passengers are able to input any airport  
17 and airline into the forms, however many airports and airlines do not auto-populate and require  
18 people to manually type them in. Irina instructs me to add LAX to the auto-populate list so Jinny  
19 can figure out how to file a claim, which she eventually does (Exs. 190-195).

20 102. This event is important because it shows Irina’s overbearing, callous nature during  
21 the birth of my child *and her directing me to make changes to our website specifically for the*  
22 *purpose of Wynn contracting with residents from California, including Jinny Oh* (Ex. 190-  
23 196).

24 103. On September 28<sup>th</sup>, 2023, Irina sends me a message asking me to make sure every  
25 airport on the planet is added to the intake forms on the website, “especially US.” I explain that  
26 major US airports have already been integrated. This shows that the partnership serves American  
27 passengers flying out of US airports. (Ex. 197) (As of July 2024, flighthelp.eu is accepting claims  
28 from American passengers, flying out of American airports, on American carriers. (Ex. 198))

1  
2           104.   On October 1<sup>st</sup>, 2023, I send Irina a sample of a potential ad to be used in the  
3 airport in Tirana, Albania. Irina does not like the ad and refused to help improve it, saying “I  
4 don’t know Scott you are one of the best marketers on the planet. Not me.” (Ex. 199)

5           105.   On October 3<sup>rd</sup>, 2023, Irina requests modifications to a video advertisement I  
6 proposed for the airport in Tirana, Albania, where we’ll soon begin on the ground operations.  
7 Notably, the video contains FlightHelp LLC’s logo. Irina asks me to change the URL to have an  
8 Albanian domain (flighthelp.al) which redirects to the main site, flighthelp.eu. This is noteworthy  
9 because the lease contract in the Albanian airport will be signed by FlightHelp LLC, not Wynn.  
10 Contracts signed by passengers in the Tirana airport will bind them to FlightHelp LLC. From this  
11 point forward both companies, FlightHelp LLC and Wynn, use the exact same website to  
12 generate power of attorney contracts, use the same logo, and claims are processed by the same  
13 team controlled by Irina and Geo (Ex. 200).

14           106.   On October 5<sup>th</sup>, 2023, Geo sends a picture from an airport terminal and a message  
15 saying, “Starting Albania journey.” Geo then sends over the lease agreement for the airport in  
16 Tirana, Albania. The agreement is between FlightHelp LLC and Gestalt SHPK (the name of the  
17 airport corporation). This agreement will be signed by Irina and all invoices will be addressed to  
18 and paid by FlightHelp LLC (Exs. 201-206). The lease allows kiosks in the airport that have  
19 identical branding to kiosks operated by Wynn in Romania. (Exs. 207, 208)

20           107.   On October 7<sup>th</sup>, 2023, Geo sends me a direct message asking if I changed the  
21 Albanian contracts from Wynn to FlightHelp. I tell her yes. (Ex. 209)

22           108.   On October 8<sup>th</sup>, 2023, Geo sends invoices from Gestalt and asks me to pay them  
23 and send her proof of payment. I let her know that it will take a few days to send the required  
24 funds because I need to send them from Wynn to FlightHelp LLC first. I ask if we can send the  
25 funds directly from Wynn’s account at ING instead. Irina tells me the funds need to come from  
26 FlightHelp LLC and that they cannot come from Wynn’s ING account. This shows that Irina  
27 understood and agreed that money was supposed to flow between Wynn and Flighthelp LLC to  
28 allow us to expand into different airports. All of the expenses used for operations in Albania were

1 funded by transfers from Wynn to FlightHelp LLC. (Exs. 210-213)

2 109. On October 12<sup>th</sup>, 2023, I send Irina a screenshot of our new CRM migration guide.  
3 This guide contains proprietary information and explains how to migrate data from our current  
4 systems into custom web applications and CRM systems. I explain that I had a meeting with  
5 Anton, the owner of Lean Geeks (an Armenian development firm), and have daily meetings with  
6 our developers at 10am EST. I invite her to join (Ex. 214).

7 110. On October 13<sup>th</sup>, 2023, Geo messages me to tell me she's creating an account for  
8 FlightHelp LLC on Wizz Air's claim portal for the Albanian claims. This means that all claims  
9 coming from Albania will be directed to FlightHelp LLC's bank account (Ex. 215).

10 111. On October 14<sup>th</sup>, 2023, I tell Irina that I've spoken with private equity financiers  
11 interested in investing, but that we still need to get our books right before making a formal  
12 presentation. Irina says she's "on it." I tell her "if there's anything I can do to help to let me  
13 know," and reiterate that we need to "consolidate our business under FlightHelp LLC, show  
14 revenue growth, and have a solid chart of accounts so they can verify everything." (Ex. 216). The  
15 same day we start processing Albanian claims exclusively assigned to FlightHelp LLC (Exs. 217-  
16 220).

17 112. On October 22<sup>nd</sup>, 2023, when discussing an issue with boilerplate contracts having  
18 a different date than the date of passenger flights, I suggest removing Irina's signature from the  
19 contract entirely as a potential remedy so the only date will be the date the passenger signed the  
20 contract. Irina rejects the idea and says her signature has to be there as well as the current date for  
21 the contract to be legally binding (Ex. 221).

22 **n. Final Efforts to Salvage Partnership and Expand Operations.**

23 113. On November 1<sup>st</sup>, 2023, Geo sends over the list of expenses related to Albania,  
24 including salaries and the lease payment. (Exs. 222-224).

25 114. On November 3<sup>rd</sup>, 2023, Irina asks me about buying a ".uk.co" domain for  
26 FlightHelp LLC. (Ex. 225) Soon we will expand operations with "remote" gate agents spread  
27 across the London metro area. They will use the FlightHelp LLC credit card to purchase "cheap"  
28 tickets on low-cost carriers to gain access to airport terminals where they will solicit passengers

1 experiencing delays. (Ex. 226) These remote agents also require “expense” payments for things  
2 like transportation, lodging, food, etc. (Ex. 227) These payments are generally sent via ACH from  
3 FlightHelp LLC’s Wise account, using funds transferred from Wynn, furthering the growing need  
4 for large payments from Wynn to fund all partnership operations (Ex. 228). Without accounting  
5 statements, and prevented from taking steps to have such statements created, I was relying on  
6 Irina’s control of Wynn as its CEO to fund these expenses via FlightHelp LLC.

7 115. On November 5<sup>th</sup>, 2023, Irina messages me the resume for Mr. Bernard Coston,  
8 MBA. She is interested in hiring Mr. Coston in a Business Development role, and asks what I  
9 think a person with his qualifications should be paid. We discuss his compensation. (Ex. 229)

10 116. On November 13<sup>th</sup>, 2023, Geo requests I make more payments for expansion-  
11 related expenses, and I tell her we will need an Enterprise Resource Planning system to maintain  
12 records. I previously purchased a domain for our ERP back in May, flighthelp.work, but it was  
13 never implemented as part of Irina’s scheme to defraud me and consumers. (Ex. 230)

14 117. On November 16<sup>th</sup>, 2023, in the tech team channel, Geo, Irina, and I discuss which  
15 entity the Power of Attorney contracts are assigned to. I tell them they are assigned to FlightHelp  
16 LLC in Albania and Wynn in Romania. We discuss assigning the contracts related to London  
17 (Luton) to FlightHelp LLC, but Irina is adamant they should be assigned to Wynn (Ex. 231).  
18 Notably, although the contract assignments changed back to Wynn, all of the payments from the  
19 airlines originating from Albania will continue coming to FlightHelp LLC until Irina tampers  
20 with that process as detailed below. The same day I loan \$2,800 to FlightHelp LLC’s Wise  
21 account to help cover Wynn employee salaries, which are due that day.

22 118. On November 17<sup>th</sup>, 2023, Irina adds me to the “Legal Team Poland” channel on  
23 WhatsApp. Members of the channel include Irina, Geo, Razvan Scafes, and “Marcin,” Wynn’s  
24 new Polish attorney. *Irina introduces me as Wynn’s CTO, saying “Adding Scott here, our*  
25 *CTO.”* I begin discussing the Polish contract with Marcin. (Ex. 232-234)

26 **o. Salary Disputes and Escalating Disagreements Over Company Direction.**

27 119. On November 21<sup>st</sup>, 2023, Irina and I talk on the phone for 20 minutes about hiring  
28 a business developer. During this conversation, I tell her that I need to start taking a salary if

1 we're going to be adding other salaried members to our team. She *agrees that I need to be paid*,  
2 and I request a salary of 18,000 EUR (at the time roughly \$19,700) per month, slightly less than  
3 the 20,000 EUR per month she's been paying herself. I thought this was very reasonable  
4 considering how hard I'd been working and that our equity was nearly identical. *She says if I'm*  
5 *getting 18,000 EUR per month that she needs a raise to 30,000 EUR per month.* I disagree and  
6 tell her we need to discuss that more.

7 120. On November 22<sup>nd</sup>, 2023, I ask Irina to call me, and she refuses. In the joint tech  
8 channel, Irina and I get into another disagreement after her friend, "Jinny" (Ms. Hyojin Oh), is  
9 critical of my web services. This is the second time Jinny has criticized my work, despite no basis  
10 to do so, resulting in Irina saying my work is a "joke" (Ex. 235).

11 121. On November 23<sup>rd</sup>, 2023, Thanksgiving Day, Irina tells me that "passengers are  
12 screaming" at our gate agents. Later on, I discover that a single passenger had an issue with an  
13 old cell phone and that "screaming" was mere hyperbole. For Irina, this was more than enough  
14 justification to interrupt my time with family and attempt to ruin my dinner (Ex. 236).

15 122. On November 24<sup>th</sup>, 2023, Irina complains that I was told about the issue at 2pm on  
16 Thanksgiving, and I should have addressed it. I tell her she is being unreasonable in making an  
17 emergency out of one passenger having an issue. Irina simply says, "This conversation is over."  
18 Irina will mention this conversation in the future as an example of how a "founder" should not  
19 act, and use it as part of her justification for ending our business relationship (Ex. 237).

20 123. On November 27<sup>th</sup>, 2023, Irina tells me to "get us an American Express Platinum  
21 Corporate" for FlightHelp LLC. I apply for the card using both of our information and am  
22 approved. I am the primary account holder. (Ex. 238)

23 124. On November 30<sup>th</sup>, 2023, Irina messages me "So when are you planning to  
24 advertise?" I explain that without certain systems in place it would be a waste of money—  
25 remembering that when we first started the company Irina told me that "burning money on  
26 advertising" was the biggest risk to the business. And because Irina failed to hire a competent  
27 accountant in her role as Wynn's CEO, Wynn never established a balance sheet to even tell me  
28 how much of the money in the bank account belonged to the partnership versus how much

1 belonged to passengers and to then allow an advertising budget to be created. I tell her it would be  
2 irresponsible for me to set a large advertisement budget without knowing those metrics. I explain  
3 to her that I'm trying to avoid wasting money, and she ultimately tells me I have \$10,000 to spend  
4 on advertising. (Ex. 239-240)

5 125. On December 6<sup>th</sup>, 2023, I send Geo the new AMEX card to pay for the apartment  
6 for Wynn's remote agents in London, and the next day Geo requests more expenses to be paid  
7 from operations in the Albanian airport. (Exs. 241, 242)

8 126. As set out above, from December 2022 through December 2023, I was treated as  
9 and was a partner in the enterprise known as "FlightHelp," which consisted of various entities  
10 throughout the world; the enterprise's purpose was to process consumer claims stemming from  
11 airline delays; and I was Chief Technology Officer, Chief Marketing Officer, co-founder of and a  
12 partner in the enterprise with authority to direct the enterprise's operations, to hire and fire  
13 people, to enter into contracts on the enterprise's behalf, and to otherwise conduct the enterprise's  
14 ordinary business affairs. I did this from December 2022 through December 2023.

15 127. As detailed below, as of January 2024, Irina has prevented me from doing  
16 anything in the enterprise, and has purported to terminate me from my roles within the enterprise  
17 while diverting the enterprise's revenues, assets, contracts, and profits to herself.

#### 18 **IV. Partnership Dissolution and Aftermath**

##### 19 **a. Revelation of Fraud and Rapid Breakdown of Partnership Trust.**

20 128. On December 12<sup>th</sup>, 2023, Irina calls me, and we speak on the phone for nearly two  
21 hours (Ex. 243). *She expressly disclosed to me, for the first time, that she does not own Wynn,*  
22 *but that she is only its CEO.* She also told me she will not pay my 18,000 Euro salary.

23 129. About an hour into our call, Irina sends me a screenshot of a text message  
24 conversation she had "with an attorney friend" to whom she sent our operating agreement. The  
25 attorney says "Yikes. Not Good. He controls the business. He fucked you." (Ex. 244) Irina uses  
26 this as her rationale for not making Wynn a subsidiary of FlightHelp LLC despite agreeing to do  
27 that, insisting that it would give me too much control of the enterprise.

28 130. I reiterated to Irina that she was the 51% interest holder in the partnership

1 evidenced by the operating agreement, and that the operating agreement listed her a manager of  
2 all subsidiary companies as we had agreed and thus CEO of those subsidiaries. I also told her  
3 from the beginning that I didn't have a problem with also making her a managing partner, since  
4 there could be more than one.

5 131. She did not care, and insisted that I had "screwed her over." It is worth noting that  
6 in March 2023 I explained what a managing partner was before Irina signed the operating  
7 agreement evidencing the partnership. She agreed with the need for me to be the managing  
8 partner and voiced no objections when signing.

9 132. On December 14<sup>th</sup> and 15<sup>th</sup>, 2023, Irina threatens to sever me from the Partnership  
10 on a variety of pretextual bases and we continue to disagree about certain pretextual issues.

11 133. On December 20<sup>th</sup>, 2023, I message Geo to ask about a message I noticed in the  
12 Bucharest team chat from Irina threatening legal action against all of Wynn's employees in  
13 Romania related to overpayments by the accounting team hired by Irina. I try to persuade Irina  
14 not to do this, but she refuses, telling me "Unless you want to pay this *from your cut* I'm not  
15 gonna pay it." I then tell her, "if we take it on the nose as a company it will come from both of  
16 us" and she doubles down saying "*I'm not taking the loss. You can take decision on your side*  
17 *but not on my side.*" (Exs. 245-251). Irina indicates "[i]f you want to run the team please go [sic]  
18 so," and otherwise allows me to "take over the team and [she] back off," showing *that I was still*  
19 *vested with the right to direct Wynn's affairs as of December 20, 2023, although Irina has*  
20 *entirely prevented me from exercising that right.* (Ex. 251-253).

21 134. On December 27<sup>th</sup>, 2023, Geo messages me that the "new accountant" wants to see  
22 a breakdown for each outgoing payment from Wynn's ING bank account to FlightHelp LLC's  
23 bank account for a purported reconciliation of Wynn's books. Irina and her begin asking for a  
24 variety of information to which they already have access. I tell them to review that information,  
25 and that I do not understand why they are asking for this information, but that I can speak with  
26 the accountant to facilitate the accounting that Irina has neglected for so long—they refuse to  
27 allow me to do so and prevent me from discussing anything with the "accountant" without any  
28 basis. They insist on me giving them information in a specific form, when that information could

1 be conveyed much quicker by me to the “accountant” if I simply spoke with them (Ex. 254).

2 135. This issue spills over into the next two days. Ultimately, I send Geo my expense  
3 sheet showing the salary Irina and I took, my contributions as a partner and Irina’s contributions  
4 as a partner, and the amounts I loaned the enterprise. (Exs. 255, 256). I assert that Irina “should  
5 understand” that “I’ve paid myself back everything but \$510.15 and I haven’t made any money.”  
6 (Ex. 257) Geo, acting as administrator of Wynn, does not dispute this.

7 136. On December 29<sup>th</sup>, 2023, Geo and I have a conversation where she asks for details  
8 of my accounting practices, and after explaining them, she says “Thank you!” in turn ratifying  
9 them. (Ex. 258). Later that day, Irina, Geo, and I have another meeting on the “issues” that came  
10 up in the last few weeks. We leave the meeting with nothing resolved. The next day I send Irina a  
11 list of rebuttals to her rant from the day before, to which she does not respond (Ex. 259).

12 **b. Formal Severance from Partnership and Loss of Operational Control**

13 137. On January 4<sup>th</sup>, 2024, Irina privately messages me (Ex. 259) “hey there , are you  
14 available in 20 min about the operating agreement / try to sort the things out ?” We get on Google  
15 meet and have a meeting that lasts over two hours, the large majority of which is recorded with  
16 Irina’s express consent. This will be the last time I will speak to Irina one on one.

17 138. In the meeting, we discuss numerous issues:

- 18 a. Irina admits she promised to make Wynn a subsidiary of FlightHelp LLC. I  
19 explain how Irina lied about nesting the companies, and remind her of the occasion  
20 where I sent the link to change the company structure online and she told me it  
21 could not be done, another lie. (Ex. 260-261).
- 22 b. We discuss our different hiring practices in our respective departments, showing  
23 my authority to hire and fire employees of the enterprise (Ex. 262).
- 24 c. Irina admits she mismanaged an enterprise that had, according to her statements,  
25 9,000,000 Euro in passenger claims such that it “lost \$300,000” (Ex. 263). We  
26 further discuss the fact that Wynn is allegedly \$300,000 in debt. Irina says it is  
27 allegedly in debt because it invested in the Albanian airport expansion, in order to  
28 allow FlightHelp LLC to generate (\$490,000) claims from Wizz Air, that she says

1 have not yet been paid (Ex. 264). Irina says I could have “borrowed” money from  
2 the passengers who haven’t been paid to do marketing and advertising (much of  
3 which was sitting in Wynn’s bank account). I say “Okay, so we’re stealing the  
4 passengers’ money?” I tell Irina taking the passengers money is irresponsible. She  
5 says ***“It’s very responsible, ...how you expect to scale? I went to London and to  
6 Tirana, borrowing money from the passengers money to go ahead and scale.”***  
7 ***This shows Irina is willing to steal passengers’ money to fund the enterprise’s***  
8 ***expansion.*** I tell Irina the responsible thing is to have a balance sheet and chart of  
9 accounts so we know how much money the company has to pay passengers and so  
10 I know how much to float (loan) the company (if needed) before marketing plans  
11 are created. (Ex. 265).

- 12 d. I mention to her that she asked me to change the beneficiary of the power of  
13 attorney contracts from FlightHelp LLC back to Wynn for the Albanian claims, so  
14 it wasn’t clear to me where the money was flowing after she did that (and I now  
15 have no control over the flow because she locked me out of all accounts).
- 16 e. While complaining of my work without any basis, Irina admits I am CTO of the  
17 enterprise.
- 18 f. I tell Irina investors were no longer interested because she did not deliver a  
19 balance sheet or any accounting statements for 2023.
- 20 g. Irina discusses our “equity” and how it should be based on the time we both invest  
21 in the company and other people involved (alluding to her dad and Geo). I remind  
22 Irina that we both own 51% and 49% respectively in the enterprise, so any effort-  
23 based vesting didn’t make sense to me. (Ex. 266).
- 24 h. We discuss Irina’s father, Ion. Ultimately, I ask: “you want to make your dad a  
25 partner. Do you want to give your dad some of your equity?” Irina says, “Abso-  
26 fucking-lutely not.” We have a conversation that illustrates that Irina believes that  
27 her dad only has a minor role in the company and that our partnership supersedes  
28 Wynn and FlightHelp LLC and owns Wynn, otherwise there would be no need to

1 make her father a partner, which was the basis of this conversation. Irina agrees I  
2 am “managing partner” of the enterprise (Exs. 267, 268).

- 3 i. We discuss how Wynn’s debt could be an “unrealized loss” (in Irina’s mind)  
4 because the company still has millions of euros (up to 15,000,000 Euros at that  
5 point in time; Irina says it is 9,000,000 Euros) in accounts receivable waiting to be  
6 paid from the airlines within 90 days from January 4. Irina has been “borrowing”  
7 the passenger’s money under this theory. (Ex. 269) ***I have always warned her***  
8 ***about the Ponzi-like risks of doing this. I realize that Irina is engaging in***  
9 ***conduct that is making the entire enterprise akin to a Ponzi scheme. This***  
10 ***conduct is continuing to this day as consumers continue to this day to complain***  
11 ***of not receiving money while Irina diverts all funds being transferred to the***  
12 ***enterprise by Wizz Air and other airlines to herself, and will continue doing this***  
13 ***unless I am back in the enterprise. She has already diverted an unknown***  
14 ***amount to herself.***
- 15 j. Irina confirms that I requested a salary, and she requested a raise, and that we need  
16 to discuss details, saying we need proper working contracts laying out our  
17 responsibilities. (Ex. 270). ***This shows Irina knows the Flighthelp LLC***  
18 ***operating agreement does not govern our legal relations and is mere evidence of***  
19 ***our partnership.***
- 20 k. I bring up the fact that we need an HR department because Wynn’s Romanian  
21 employees are all afraid of Irina and do not bring up problems to her. (Ex. 270)  
22 Irina demands to know their names. She says “Scott, at this point I’m running the  
23 company, I’m the CEO of the company. If you want me to fix the problem, okay?  
24 You bring me straight facts, what’s going on and I’ll take care of it.” (Ex. 271) ***I***  
25 ***tell her we need an HR department to keep both of us accountable. Irina says***  
26 ***“Scott, this is not a conversation to have about here the point of this***  
27 ***conversation, it’s either to decide if this partnership is going to work or not,***  
28 ***okay?” She says “...This is a life-or-death conversation we are having about the***

1 *future of this company.*” She tells me the purpose of the conversation is to decide  
2 on our equity shares and I need to tell her what I think is fair. I remind Irina that  
3 the company would have run out of money and wouldn’t be operating if it were  
4 not for me (Ex. 272). I remind her that I invested more money in the company than  
5 she did, that she began taking a salary while I was still investing in the company,  
6 and that I created the software, workflows, and tools without which the company  
7 would have made far less revenue. Irina minimizes all my contributions and  
8 threatens to sever me from the partnership. (Ex. 273, 274).

- 9 l. I tell her that I think the equity split that I currently have is fair at 49% because of  
10 the unexpected extreme time commitment as well as the fact that I haven’t taken a  
11 salary (Exs. 275, 276). She does not oppose the premise that we are partners  
12 splitting an interest in the enterprise to process consumer claims related to flights.
- 13 m. I tell her if she wants her dad to have equity that she should also be expected to  
14 give him some of hers. She then asks me “*If you were to not own* any equity in the  
15 company and walk out today and shake hands, what would you want?” I tell her  
16 that we have 15 million euros in unrealized claims (signed contracts we have not  
17 been paid for yet). *She says that’s not accurate—its 9,000,000 Euros (none of*  
18 *which I have been paid as distributions).* I tell her I know exactly what I’m  
19 talking about given my access to all business records, as detailed above. *At the*  
20 *time, based on my access to all pertinent business records, we had a total of*  
21 *~57,000 signed contracts worth an average of 328 Euros apiece, and had been*  
22 *paid 3,640,000 Euro, with between 11,000,000 to 5,360,000 Euro set to come*  
23 *into the accounts. (Ex. 277) I have received no benefits from this claims flow*  
24 *and based on discussions with Geo acting as Wynn’s administrator it is being*  
25 *diverted to International Flight Help and/or Flight Help Management by Irina.*
- 26 n. Irina says that we need to keep in mind that “*this partnership*” might not work,  
27 and says she cannot work “in this environment.” She then falsely claims that I  
28 created accounting issues when in reality she refused to allow me to talk to

1                   Wynn’s accounting department to resolve the purported issues (Ex. 278).

2           139.   As the meeting progresses, it becomes clear that Irina is looking for any pretext or  
3   fake justification she can come up with to get rid of me and dissolve our partnership. She focused  
4   in on my purported failure to produce “documents” to justify payments made pursuant to  
5   invoices, when Geo had already ratified *all* of my contributions to Wynn in the previous days  
6   acting as Wynn’s administrator, and when in fact I was willing to produce documents, but first  
7   wanted to speak with Wynn’s accountant to understand what needed to be produced.

8           140.   Ultimately, I ask Irina what she wanted out of our conversation. She says she  
9   wants to redo the operating agreement to reflect the reality of our partnership, to redo the equity  
10   percentages, and that my salary as CTO and CMO needs to be paid. (Ex. 279)

11          141.   Irina ends by saying that I “have worked hard” the past two months. ***She says***  
12   ***about my 49% interest, “Will you get them? Sure.”*** (Ex. 280). I tell her that I don’t agree with  
13   her about what she perceives as a lack of contribution on my part and explain why. (Ex. 281).

14          142.   We shift back to equity percentages, she provides her thoughts, and then says  
15   ***“[T]his is trying to save a partnership.”*** (Ex. 282). She then explains how we each have a “key”  
16   role in the partnership, and tells me the question is if she wants everything to be peaceful. She  
17   says, “I’m the CEO, I have to mitigate this and I have to make peace for everybody and make it  
18   right for everybody, I’m well aware of that. So now it’s like my interest vs the company interest,  
19   which I have to figure out” (Exs. 283). Irina ultimately chose her interest, not the interest of the  
20   company (i.e., partnership), resulting in this action.

21          143.   ***After this call Irina cuts off my access to Wynn’s ING bank account.*** It becomes  
22   evident to me that Irina has decided to seize control of Wynn’s assets and treat FlightHelp LLC as  
23   a third party, instead of treating it as agreed: a company that is meant to own Wynn and any other  
24   entity engaging in the enterprise of processing consumer claims stemming from flight delays. I  
25   continue working with Irina and Geo through January 10 on various issues, hoping that we could  
26   still come to an agreement and resolve the pretextual issues Irina raised. (Exs. 284-287).

27          144.   On January 10, 2024, Irina receives an one-year engagement contract to her  
28   company email from CodeValue (Codegile), a company in Brasov, Romania, calling for

1 payments of 11,000 Euro per month. The contract is specifically made out to “Wynn Capital  
2 Management, legally represented by Irina Ciochiu, **acting as CEO**, as Beneficiary” (Exs. 288-  
3 298). The contract is within the scope of my role as CTO, as it calls for IT services, including but  
4 not limited to, web development, application development, server hosting, and related services.

5 145. As CTO, I should have been made aware of this contract, but I was not because  
6 Irina concealed it. ***At this point it becomes clear Irina decided to cut me out and went behind my  
7 back, attempting to steal Plaintiffs’ intellectual property in order to replace me. This contract  
8 also shows Irina’s lies made to further her personal interests: she caused Wynn to contract for  
9 services and agreed that Wynn will “pay the price agreed” every month, while contending  
10 Wynn is insolvent. Irina is actively dissipating funds to this Romanian entity that she  
11 contracted with in an attempt to effectively outsource my role to them, while claiming Wynn is  
12 insolvent and has no ability to pay me anything.***

13 146. On January 12<sup>th</sup>, 2024, I send Geo an invoice from Lean Geeks for their last five  
14 weeks of work and indicate a new \$35,000 minimum balance requirement (to qualify for free  
15 wire transfers) was created, and so I need to invoice Wynn to pay Lean Geeks because I want to  
16 avoid “dip[ping] into customer funds” and ensure that we process customer payments timely.  
17 (Ex. 299). More evasion from Irina ensues as to paying this and other invoices, ultimately  
18 resulting in her directing Wynn’s attorney to refuse to pay any further invoices. This made it  
19 impossible for me to continue discharging my roles as CTO & CMO, co-founder, and partner.

20 147. On January 17<sup>th</sup>, 2024, Irina disables Wynn from using the CRM system I  
21 created, and I explain the potentially dire consequences of that decision (Ex. 300). ***In hindsight, a  
22 Irina’s conduct at every turn was purposefully designed to cause issues with customer payouts  
23 so she could take partnership funds for herself, and this was part of that scheme.***

24 148. Through the end of January 2024, I still cause FlightHelp LLC to pay Wynn’s  
25 employees at its request and work on the intellectual property, but I begin to strongly suspect that  
26 Irina is not acting in my best interest or the best interest of the enterprise or partnership or  
27 customers, given: (i) she has cut off my ability to send funds and lied about it, (ii) requested  
28 unreasonably detailed invoices for no reason and prevented me from communicating with any

1 accountant, (iii) directed the claims team to stop using business critical technology resources I  
2 developed, (iv) secretly hired other people to fill my role while we are receiving mass complaints  
3 of funds not being received due to her not using the technology I created, and (v) failed to create  
4 financial statements as to funds received by Wynn despite that being her responsibility.

5 149. On January 22<sup>nd</sup>, 2024, Irina receives an email from Lina Silva, the COO of  
6 Wandr.Studio, containing a scoping proposal for \$100,000 for a UX audit and website redesign  
7 that was billed on January 19<sup>th</sup> (Exs. 301-306). This is a useless expense like the prior invoice  
8 from Ms. Jinny Oh for \$100,000 because it seeks services I should have provided in my role as  
9 CTO. I am still not aware that Irina has sent or received proposals or contracts from third parties  
10 who do the work I'm tasked with overseeing as CTO—*Irina has secretly severed me completely*  
11 *from the partnership at this point without any basis and despite me still being asked to pay for*  
12 *expenses related to Wynn.*

13 150. On January 26<sup>th</sup>, 2024, Irina secretly files Articles of Organization with the  
14 California Secretary of State creating Flight Help Management LLC. At the time I do not know  
15 she has created a new entity with a similar name to our company, FlightHelp LLC (Ex. 307). On  
16 this date, Irina and Geo tell me they cannot pay invoices and that I need to do business with  
17 Wynn via its purported attorney, Razvan. Irina removes me from every group on WhatsApp  
18 associated with Wynn. Irina maintained, and maintains, control of the flighthelp.eu domain, to  
19 which I no longer have access.

### 20 **c. Complete Loss of Access and Ongoing Business Mismanagement Concerns**

21 151. On January 28<sup>th</sup>, 2024, Irina seizes control of certain records known as Name  
22 Servers associated with flighthelp.eu. These are like the phonebooks of the internet: they keep a  
23 record of every associated domain and the individual Domain Name Service (DNS) associated  
24 with that domain. A DNS server is like a company directory: it stores information about how all  
25 internal company resources are connected. This includes IP addresses, MX (Mail Exchange)  
26 records, or other routing information associated with those domains. This is what enables most  
27 websites and other web-based services to communicate with each other.

28 152. After taking control of the DNS servers, Irina changes the MX records for the

1 domain, which causes the company email provider to switch from Google to Microsoft. She then  
2 creates an email address on her new Microsoft account that exactly matches my company email  
3 address, scott@flighthelp.eu. This completely severs my ability to use my email and allows her to  
4 assume my online identity and make password reset requests for all accounts.

5 153. Using my email, Irina fraudulently attempts to use my identity to gain access to  
6 every online account created and paid for by FlightHelp LLC. On February 1<sup>st</sup>, 2024, my access  
7 to the Google Workspace account is revoked, after Irina uses her personal ownership of the  
8 domain flighthelp.eu to regain control of the business account. Later the same day, FlightHelp  
9 LLC paid the \$599.21 bill for the Google Workspace account. (Ex. 308)

10 154. On February 5<sup>th</sup>, 2024, I went into my local Chase branch, and learned that Irina  
11 went into a branch in Los Angeles on February 2<sup>nd</sup> and emptied over 90% of the remaining funds  
12 from the FlightHelp LLC account without my authorization. She apparently used the funds to pay  
13 for expenses related to Wynn's operations in Albania. (Ex. 309)

14 155. *With the bank account drained by Irina, FlightHelp LLC is unable to pay its*  
15 *mounting bills, many of which are still accruing charges to this day due to subscription*  
16 *payments I cannot cancel without access to company email accounts. Given the freeze out, I*  
17 *cannot do anything necessary to effectuate the partnership. Given the asymmetry of*  
18 *information, I have no way of knowing the extent of the harm Irina has caused me or will*  
19 *cause the partnership and consumers. FlightHelp LLC will be shortly rendered insolvent*  
20 *unless Irina's misconduct is stopped by way of placing me back into the enterprise.*

21 156. On February 14<sup>th</sup>, 2024, Irina creates a new business in California called  
22 International Flight Help Management "IFHM" (Ex. 310). *I later learn from Geo acting as*  
23 *Wynn's administrator that Irina replaced FlightHelp LLC in the airport in Tirana, Albania*  
24 *with IFHM, and is now diverting all funds from Albania (and potentially other airports) from*  
25 *FlightHelp LLC's account into IFHM/Flight Help Management's account. I reached out to*  
26 *the manager of the Tirana airport, but received no reply (Ex. 311). Irina has stolen this*  
27 *contract. It appears Irina created IFHM/Flight Help Management for the purpose of diverting*  
28 *the partnership's assets to herself.*

1           157. On or around February 16<sup>th</sup>, 2024, I get a call from Jacob Achterberg at Chase  
2 bank who informs me that Irina has been re-added to the bank account for FlightHelp LLC. He  
3 said she provided documents, which do not exist, that satisfied the manager at a branch in Los  
4 Angeles, who would have seen all of the notes on the account specifically forbidding her from  
5 having access, of her authority. Irina must have used document pertaining to IFHM and/or Flight  
6 Help Management LLC and gained unauthorized access to FlightHelp LLC's bank accounts  
7 through the obfuscation created by the matching entity names.

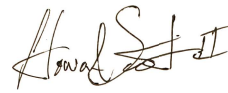
8           158. On February 22<sup>nd</sup>, 2024, Irina and other employees of Wynn begin leaving fake  
9 reviews for FlightHelp LLC on Trustpilot. This account specifically lists FlightHelp LLC's  
10 registered address in Wyoming. Since Wynn still uses the "FlightHelp" name in all business  
11 branding and communications, Wynn's customers continue leaving reviews for "FlightHelp" on  
12 this account. (Exs. 130-134) ***The customers' reviews indicate that Irina is failing to pay out  
13 their claims. I need to regain access to the accounts Irina has sole access to so I can stop  
14 Irina's mismanagement of the partnership and its assets in an effort to understand what funds  
15 exist and get consumers paid what they are owed to the extent funds exist. Irina is receiving  
16 funds from Wizz Air as late as June 2024. (Ex. 135). Irina's conduct is creating an extreme  
17 risk of liability to FlightHelp LLC and will continue unless enjoined. Irina is apparently using  
18 funds belonging to consumers to grow operations as she has indicated she will.***

19           159. As set out above, Irina has severed me from the partnership we started, prevented  
20 me from acting as CTO, CMO, co-founder, and partner, prevented FlightHelp LLC from  
21 performing its obligations and rendered it insolvent, has destroyed at least a half million dollars in  
22 FlightHelp LLC's accounts receivable by diverting funds earmarked for its bank account to  
23 herself, is actively withdrawing and diverting partnership funds, mismanaged Wynn by diverting  
24 its assets to herself and shell entities she created resulting in consumer claims against FlightHelp  
25 LLC, and has prevented FlightHelp LLC from realizing the benefits of its contracts, causing  
26 millions of dollars in lost revenue. Irina (or her alter-ego entities she created in California) is  
27 actively receiving benefits in the form of consumer claims from Wizz Air and other airlines  
28 belonging to the partnership; the benefits are in her direct control; their amount is unknown and

1 will not be ascertained, unless I am allowed back into the enterprise; and the benefits must not be  
2 given to her or she will divert them as she has done before as set out in this declaration, and the  
3 scope of her unlawful conduct will never be known.

4 160. I need the Court to step in and freeze things in place to stop Irina and preserve my  
5 rights. Without the Court's assistance, I will not have an adequate remedy at law.

6  
7 I declare under penalty of perjury under the laws of the State of California that the  
8 foregoing is true and correct. Executed on July 11, 2024, in the County of Mecklenburg,  
9 Charlotte, North Carolina.

10 

11 \_\_\_\_\_  
Howard Scott Jordan II

Exhibit 1

facebook.com/ciochiu.ionteodor

Search Facebook

Ciochiu Ion Teodor

1.1K followers • 501 following

Message Follow Add friend

Posts About Reels Photos Videos Groups More

**Intro**

- Profile · Digital creator
- Works at retired
- Former Șef secție Reparații Instalații Combustibil at Complexul Energetic Oltenia
- Went to Universitatea din Craiova
- Lives in Los Angeles, California
- From Craiova

**Photos** See all photos

**Posts** Filters

Ciochiu Ion Teodor · Follow  
Reels · May 20 ·

2:02 PM  
6/22/2024

Exhibit 2



teodor\_ciochiu

Santa Monica, California



9 views

teodor\_ciochiu

April 7



teodor\_ciochiu

Venice Beach, CA



19 views

teodor\_ciochiu

January 14

Exhibit 3



teodor\_ciochiu

Santa Monica, California



10 likes

November 25, 2023



teodor\_ciochiu

Newport Beach, California



2 likes

teodor\_ciochiu Happy Easter!

April 9, 2023



**Ciochiu Ion Teodor** updated his cover photo.



Mar 31, 2022 · 🌐

Such an awful day today . Just found out few hours ago that dad is having a surgery and i can't be there for him 😞. So sad.

Breaks my heart how much we have to compromise in life and sometimes we have to give up our families as foreigners to be able to live legally in US . Despite of the fact that I payed big numbers in taxes for the past few years, I am not allowed to travel internationally while I am changing my visa 🙏



**Ciochiu Ion Teodor** is 🏠 at home in **Beverly Hills, California.**



May 23, 2020 · Beverly Hills, California · 🌐

Urmăriți-mă pentru mai multe rețete ! 😂😂😂

See translation



**Ciochiu Ion Teodor** is 🏠 at home in **Hollywood.**



Apr 18, 2020 · Hollywood · 🌐

Celebrators clear up!

⚙ Rate this translation





Ciochiu Ion Teodor is 😊 feeling fantastic at **Four Seasons Hotel Los Angeles at Beverly Hills**.



Mar 30, 2020 · Los Angeles, California · 🌐

Quarantine time!

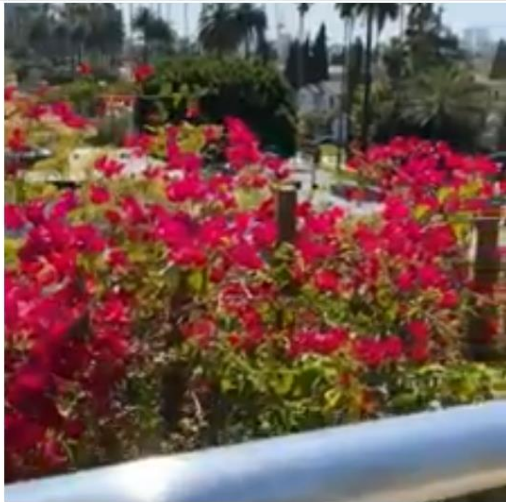
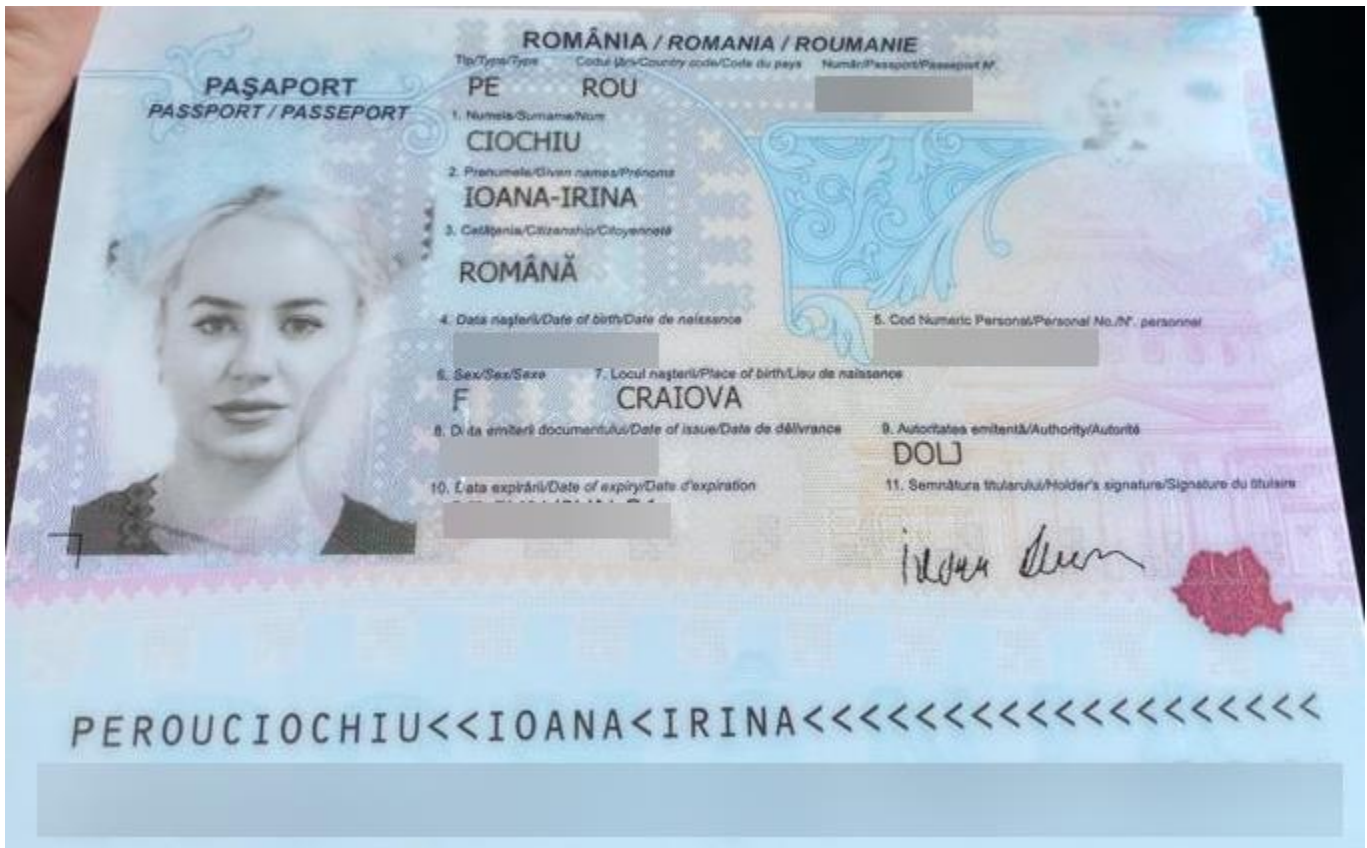


Exhibit 7



RECORDING REQUESTED BY:  
Chicago Title Company

MAIL TAX STATEMENT  
AND WHEN RECORDED MAIL TO:

Ms. Ioana Irina Ciochiu  
12011 Goshen Avenue #103  
Brentwood, CA 90049

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 111813145

AP#: 4265-012-178

TRA No.

**GRANT DEED**

Escrow No.:

Exempt from fee per GC 27388.1(a)(2); This document is subject to Documentary Transfer Tax

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$1,138.50**  
**CITY TRANSFER TAX \$4,657.50**

☒ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale.  
☐ Unincorporated area ☒ City of Los Angeles **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Husband and Wife as Joint Tenants**

hereby GRANT(s) to:

**Ioana Irina Ciochiu, an Unmarried Woman**

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

**Also Known as:** 12011 Goshen Avenue #103, Brentwood, CA 90049

**DATED: November 14, 2018**

**Signature Page attached hereto  
and made a part hereof**

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

DUPLICAT

## PROCURĂ SPECIALĂ

Subsemnatul **CIOCHIU ION-TEODOR**, cu domiciliul în mun. Craiova, str. Parîngului, nr.72A, jud. Dolj, posesor al CI seria DZ nr.546974 eliberată la 16.05.2022 de SPCLEP Craiova, CNP 1670821165964, în calitate de asociat unic și administrator al societății "**WYNN CAPITAL MANAGEMENT**" S.R.L., persoană juridică română, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul Dolj sub nr. J16/2956/26.10.2022, CUI 47078863, împuternicesc prin prezenta pe doamna **CIOCHIU IOANA-IRINA**, cu domiciliul în mun. Craiova, str. Gîrlești, nr.112G, jud. Dolj, posesoare a CI seria DZ nr.482490 eliberată la 07.06.2021 de SPCLEP Craiova, CNP 2900701160040 și pe doamna **TEȘILEANU GEORGIANA-IULIA**, cu domiciliul în comuna Stîlpeni, sat Livezeni, jud. Argeș, posesoare a CI seria AZ nr.061897 eliberată la 09.07.2015 de SPCLEP Mioveni, CNP 2860713030013, pentru ca, **împreună sau separat**, în numele meu și pentru societate, să mă reprezinte în fața autorităților statului, în fața organelor de control, în fața persoanelor fizice sau juridice, în legătură cu societatea "**WYNN CAPITAL MANAGEMENT**" S.R.L., persoană juridică română, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul Dolj sub nr. J16/2956/26.10.2022, CUI 47078863.

Pentru aducerea la îndeplinire a prezentului mandat, mandatările mele vor efectua toate operațiunile legate de bunul mers al societății, vor putea să administreze contul deschis pe numele societății, vor semna toate documentele necesare cu agențiile bancare, vor putea să efectueze orice fel de operațiuni bancare (depunere și ridicare numerar, plăți, ridicare extrasele de cont, semnare ordine de plată, bilete la ordin și file CEC, lichidare/închidere de cont, etc.), având drept de semnătură "individuală", mă vor reprezenta la Camera de Comerț și Registrul Comerțului, Primăria Municipiului Craiova, A.J.O.F.M, Inspectoratul Teritorial de Muncă, Protecția Muncii, Monitorul Oficial, notarul public, Judecătoria, Tribunal, Administrația Finanțelor Publice, A.N.A.F., Trezorerie, organele vamale, Protecția Consumatorului, Poliție, Prefectură, precum și autoritățile subordonate Ministerului Mediului, pentru depunerea declarațiilor fiscale și a tuturor documentelor cerute de lege și în termenele corespunzătoare, la controlul efectuat de instituțiile mai sus enumerate, în relațiile cu alte societăți comerciale sau de stat, din țară și din străinătate, vor putea face notificări, vor depune documentații și documente pentru autorizare, vor ridica de la orice instituție orice documente emise pentru societate, iar în cazul în care interesele mele privind societatea vor fi prejudiciate, mă vor putea reprezenta în fața organelor judecătorești de orice grad, făcând orice cerere sau declarație în numele meu, administrând probe, atacând hotărârea instanței de fond cu recurs, dacă va fi cazul și se va îngriji de punerea în executare a hotărârii rămase definitivă.

Mandatările mele sunt împuternicite să semneze în numele meu și pentru mine acte adiționale privind societatea menționată mai sus, în sensul că vor putea majora capitalul social, vor putea deschide puncte de lucru și vor putea adăuga obiecte de activitate, vor putea să ia hotărâri valabile în cadrul firmei, să le ducă la îndeplinire, vor depune și vor încasa orice sumă de bani, în numele firmei, de la orice societate comercială sau regie autonomă, va putea încheia și semna contracte de închiriere, contracte de comodat, contracte de muncă, contracte comerciale pentru buna

desfășurare a activității societății și contracte de colaborare cu furnizorii de materiale necesare desfășurării activității societății, mandatările mele având puteri depline pentru a stabili prețul, condițiile și termenele contractelor, mai puțin acte de garanție, de împrumut bancar sau de la persoane fizice, acte de cesionare sau contracte de vânzare de bunuri ale firmei și vor răspunde în fața autorităților în cazul administrării defectuoase sau în cazul în care vor aduce prejudicii societății.

De asemenea, mandatările mele, sunt împuternicite să administreze bunurile proprietatea firmei "WYNN CAPITAL MANAGEMENT" S.R.L. pe toată perioada mandatului, pentru a cărei aducere la îndeplinire, mandatările mele vor semna oriunde nevoia va cere, semnăturile lor fiindu-mi opozabile.

Prezentul mandat este gratuit, revocabil și valabil până la îndeplinire, dar nu mai mult de 3 (trei) ani de la data autentificării.

Redactat la cererea expresă a părții și autentificat de Biroul Individual Notarial BAZGU MARIANA din mun. Craiova, Calea București, bl.17D, parter, jud.Dolj, într-un singur exemplar original, care se păstrează în arhiva biroului notarial.

#### MANDANT

S.S. CIOCHIU ION-TEODOR  
în calitate de asociat unic și administrator al  
" WYNN CAPITAL MANAGEMENT " S.R.L.



#### ROMÂNIA

Uniunea Națională a Notarilor Publici

Birou Individual Notarial BAZGU MARIANA

Licența de funcționare nr.3377/2963/20.12.2013

Sediul: mun. Craiova, Calea București, bl.17D, parter, jud. Dolj

Tel.0251 410 389, Mobil 0723 132 406

#### ÎNCHEIERE DE AUTENTIFICARE NR. 1403

Anul 2022, luna noiembrie, ziua 02

În fața mea, Bazgu Mariana, notar public, la sediul biroului din mun. Craiova, Calea București, bl.17D, parter, jud. Dolj, s-a prezentat :

CIOCHIU ION-TEODOR, cu domiciliul în mun. Craiova, str. Paringului, nr.72A, jud. Dolj, identificat cu CI seria DZ nr.546974 eliberată la 16.05.2022 de SPCLEP Craiova, CNP 1670821165964, în calitate de asociat unic și administrator al societății "WYNN CAPITAL MANAGEMENT" S.R.L., persoană juridică română, înregistrată la Oficiul Registrului Comerțului de pe lângă Tribunalul Dolj sub nr. J16/2956/26.10.2022, CUI 47078863, în nume propriu,

care, după ce a citit actul, a declarat că i-a înțeles conținutul, că cele cuprinse în act reprezintă voința sa, a consimțit la autentificarea prezentului înscris și a semnat unicul exemplar.

În temeiul art. 12 lit. b) din Legea notarilor publici și a activității notariale nr.36/1995, republicată, cu modificările ulterioare, SE DECLARĂ AUTENTIC PREZENTUL ÎNSCRIS.

S-a perceput onorariul de 140 lei cu TVA cu chit. nr. /2022.

NOTAR PUBLIC

L.S. BAZGU MARIANA

Prezentul duplicat s-a întocmit în 2 exemplare, de BAZGU MARIANA, notar public, astăzi, data autentificării actului și are aceeași forță probantă ca originalul.

NOTAR PUBLIC  
BAZGU MARIANA



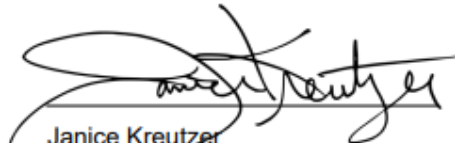
# Certification of Translation Accuracy

Translation of **Special Power Of Attorney** from **Romanian** to **English**

As an authorized representative of RushTranslate, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified and competent professional translator, fluent in the above-mentioned language pair and that, in my best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. I do not make any claims or guarantees about the authenticity or content of the original document. Further, RushTranslate assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

  
 Janice Kreutzer  
 Authorized Representative  
 Order Date: June 21, 2024

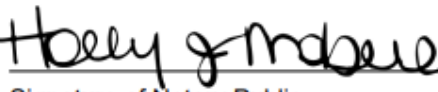
RushTranslate  
 640 South Fourth Street  
 Suite 300  
 Louisville, KY 40202  
 United States



State of Kentucky  
 County of Jefferson

I, a Notary Public, hereby certify that Janice Kreutzer, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand on June 25, 2024.

  
 Signature of Notary Public


DUPLICATE

## SPECIAL POWER OF ATTORNEY

The undersigned **CIOCHIU ION- TEODOR**, domiciled in the municipality of Craiova, Paringului str., no. 72A, Dolj county, holder of CI series DZ no. 546974 issued on 05.16.2022 by SPCLEP Craiova, CNP 1670821165964, as sole associate and administrator of the company **"WYNN CAPITAL MANAGEMENT" S.R.L.**, a Romanian legal entity, registered at the Office of the Trade Registry of Dolj Court under no. J16/2956/10.26.2022, TIN 47078863, I hereby authorize Mrs. **CIOCHIU IOANA- IRINA**, domiciled in Craiova municipality, Girlesti str., no. 112G, Dolj county, holder of ID series DZ no. 482490 issued at 06.07.2021 by SPCLEP Craiova, CNP 2900701160040 and Mrs. **TESILEANU GEORGIANA- IULIA**, domiciled in Stilpeni commune, Livezeni village, Arges county, holder of ID series AZ no. 061897 issued on 09.07.2015 by SPCLEP Mioveni, CNP 2860713030013, in order to, together or separately, on my behalf and for the company, represent me before the state authorities, before the control bodies, before natural or legal persons, in relation to the company **"WYNN CAPITAL MANAGEMENT" S.R.L.**, a Romanian legal entity, registered at the Trade Registry Office next to the Dolj Court under no. J16/2956/10.26.2022, TIN 47078863.

In order to fulfill this mandate, my proxies will carry out all the operations related to the good running of the company, they will be able to manage the account opened in the name of the company, they will sign all the necessary documents with the banking agencies, they will be able to carry out any kind of banking operations (depositing and withdrawing cash, payments, withdrawing account statements, signing payment orders, promissory notes and CECK slips, account liquidation/ closing, etc.), having "individual" signature rights, will represent me at the Chamber of Commerce and Trade Register, Craiova City Hall, A.J.O.F.M., Territorial Labor Inspectorate, Labor Protection, Official Gazette, notary public, Court, Public Finance Administration, A.N.A.F., Treasury-customs bodies, Consumer Protection, Police, Prefecture, as well as the authorities subordinate to the Ministry of the Environment, for the submission of tax declarations and all documents required by law and within the appropriate terms, to the control carried out by the institutions listed above, in relations with "other commercial or state companies, from the country and from abroad, they will be able to make notifications, submit documentation and documents for authorization, collect from any institution any documents issued for the company, and in the event that my interests regarding the company will be prejudiced, they will be able to represent me before the judicial bodies of any degree, making any request or statement on my behalf, administering evidence, appealing the decision of the court of appeal, if the case will be, and taking care of the execution of the remaining final decision.

My trustees are authorized to sign in my name and for me additional documents regarding the company mentioned above, in the sense that they will be able to increase the social capital, open work points and add objects of activity, they will be able to take valid decisions in within the company, to carry them out, they will deposit and collect any amount of money, in the name of the company, from any commercial company or autonomous management, will be able to conclude and sign rental contracts, loan

agreements, employment contracts, commercial contracts for the smooth running of the company's activity and collaboration contracts with material suppliers necessary for the running of the company's activity, my trustees having full powers to establish the price, conditions and terms of the contracts, with the exception of guarantee documents, loans from bank or from natural persons, deeds of assignment or contracts for the sale of the company goods and will be liable to the authorities in the event of faulty administration or in the event that they will cause damage to the company.

Also, my trustees are authorized to administer the assets owned by the company **"WYNN CAPITAL MANAGEMENT" S.R.L.** throughout the mandate, for the fulfillment of which, my proxies will sign wherever the need requires, their signatures being opposable to me.

This mandate is free, revocable and valid until fulfilled, but not more than 3 (three) years from the date of authentication.

Drafted at the express request of the party and authenticated by the Individual Notary Office BAZGU MARIANA from the municipality of Craiova, Calea Bucuresti, building 17D, ground floor, Dolj county, in a single original copy, which is kept in the archives of the notary office.

PRINCIPAL

SS CIOCHIU ION-THEODOR

as sole associate and administrator of

**"WYNN CAPITAL MANAGEMENT" S.R.L.**

ROMANIA

National Union of Notaries Public

In the Individual Notary Office BAZGU MARIANA

Operating license no. 3377/2963/12.20.2013

Headquarters: Craiova municipality, Calea Bucuresti, building 17D, ground floor, Dolj county

Phone 0251 410 389, Mobile 0723 132 406

#### AUTHENTICATION CONCLUSION NO. 1403

Year 2022, November, day 02

In front of me, Bazgu Mariana, notary public, at the headquarters of the office in the municipality of Craiova, Calea Bucuresti, building 17D, ground floor, Dolj county, presented himself:

" CIOCHIU ION-TEODOR, domiciled in Craiova municipality, Paringului str., no. 72A, Dolj county, identified with ID series DZ no. 546974 issued on 05.16.2022 by SPCLEP Craiova, CNP 1670821165964, as sole associate and administrator of the company **"WYNN CAPITAL MANAGEMENT" S.R.L.**, a Romanian legal entity, registered at the Office of the Trade Registry next to the Dolj Court under no. 16/2956/10.26.2022, TIN 47078863, in his own name, who, after reading the act, declared that he understood its content, that what is contained in the act represents his will, consented to the authentication of this document and signed the only copy .

Pursuant to art. 12 letter b) from the Law of notaries public and notarial activity no. 36/1995, republished, with subsequent amendments, THIS ENTRY IS DECLARED AUTHENTIC.

A fee of 140 lei including VAT was charged. no. /2022.

PUBLIC NOTARY  
L. S. BAZGU MARIANA

This duplicate was drawn up in 2 copies, by BAZGU MARIANA, notary public, today, the date of authentication of the act and has the same force as the original.

PUBLIC NOTARY  
BAZGU MARIANA

[SIGNATURE]

[STAMP: ROMANIA, BAZGU MARIANA, PUBLIC NOTARY, CRAIOVA]

<div> <div>precedent</div> <div>M 2023 09273</div> <div>next</div> </div> <div>Back</div>	
<b>Legal status:</b> Opposition in progress	
<b>seniority</b> There is no or is not the case	
150	<b>Deposit number</b> M 2023 09273
151	<b>Deposit date</b> 27/09/2023
**	<b>Legal basis</b> There is no or is not the case
210	<b>Number of registry</b> M2023 / 009273
220	<b>Registration date</b> 27/09/2023
300	<b>Priorities invoked</b> There is no or is not the case
111	<b>Brand number</b> There is no or is not the case
151	<b>Grant date</b> There is no or is not the case
**	<b>Closing date of the procedure</b> 15/05/2024
180	<b>Expiry date</b> There is no or is not the case
540	<b>Name</b> Flight Help

540 **Name**

Flight Help

540 **Graphic reproduction**



**Flight Help**

## Exhibit 17

### 550 Brand type

Figurative, Individual

### 511 Nice list of classified products and / or services

36 45

36 - Business administration in the field of insurance; administration of claims; aviation insurance; processing of claims; providing (financial) advice to experts evaluating claims; settlement of claims; evaluation of claims; settlement of claims; administration of the settlement of claims; computerized management of claims; assessments of claims; assessment and management of claims; counseling services on claims; organization of assessment of claims; assessment of claims for personal property; services of the agencies for the settlement of claims; financial services for the evaluation, settlement and treatment of claims in the field of insurance; providing information on the settlement of claims in the field of insurance, other than life; insurance claims settlement and treatment services

45 - Legal services; investigation services in respect of claims in the field of insurance; legal research; legal advice; legal advice and representation; expert advice on legal issues; providing information in the legal field; intermediation in legal proceedings; consumer rights information services; legal (legal) information services; dispute resolution services; legal representation services; legal document preparation services; judicial notification services.

### 531 Vienna class

270501 290112 030717

### 591 Claimed colors

cream (HEX # faf0c5)

### 730 Name and address of the original applicant

CORNEA ALEXANDRU Str. Cristea Mateescu no. 2, Bl. 35, sc. B, et 8, apt. 103, Bucharest, 020332, ROMANIA

### 740 Name and address of the designated agent

There is no or is not the case

### 732 Name and address of the holder

180424 CORNEA ALEXANDRU Str. Cristea Mateescu no. 2, Bl. 35, sc. B, et 8, apt. 103, Bucharest, 020332, ROMANIA

### 450 BOPI appearances

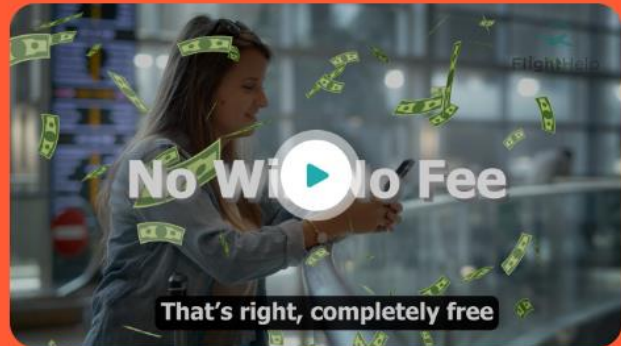
Nr. BOPI 10/2023 of 04/10/2023, chapter First publication (deposits)

Nr. BOPI 3/2024 of 15/03/2024, chapter Decision on admission to trademark registration


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# Have You Suffered Flight Cancellations Or Delays?

For any Flight within the past 3 years, each passenger may receive up to \$600, regardless of the original ticket price.

[Get My Money!](#)


EU REGULATION EC 261



BRAZILIAN REGULATIONS



MONTREAL CONVENTION



US AIRLINE PASSENGER RIGHTS

## How Does It Work

1



Enter Flight  
Details












Flight Help Will  
Do The Work


2

3



Receive Up To \$600  
Per Passenger






flighthelp.center

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150 posts

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FlightHelp

Travel & Transportation

For any flight within the past 3 years, each passenger may receive up to \$600, regardless of the original ticket price... more




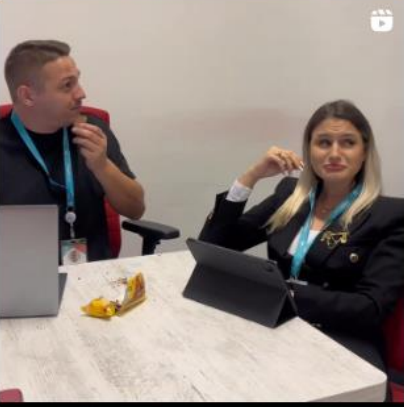





[flighthelp.eu](https://flighthelp.eu)


Followed by irinawynn and gabriela\_sandica

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# FlightHelp

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## Intro


Would you believe that 98% of all air travelers who are entitled to compensation never receive it?




**Page** · Airline Industry Service




Otopeni, Romania



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support@flighthelp.center




flighthelp.eu

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Rating · 1.0 (14 Reviews)

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**FlightHelp**


December 14, 2023 ·

🌟 Gratitude Post 🌟

As we approach the end of a remarkable year, we want to take a moment to express our deepest gratitude to the incredible team at FlightHelp! 🙌

This journey wouldn't have been the same without each and every one of you. Together, we've achieved so much - helping almost 50k passengers get compensated for flight delays or cancellations.

To... See more




## Photos

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# flighthelp

FlightHelp

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Flight cancellations or delays? Receive up to \$700 regardless of the ticket price

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Liked

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It's due to the weather

1742

Can I get compensated

Pinned




Do this if your luggage is either lost or delayed

Airlines have to pay you up to \$3800 if your bags get lost or delayed

2033

Receive up to \$3800

Pinned




It's easy to get compensated for your flight delay. Instead of doing that you can claim up to \$600

Their flight got canceled


4067

It's easy to get




FlightHelp te învață întotdeauna DREPTURILE tale în conformitate cu Regulamentul European 261/2004

1673



Alexandra și Emma sunt mereu prezente în aceste situații


1095



Colleague are working non stop.

TIPURI DE COLEGI LA MUNCĂ partea I


3210



HE'S BEEN WAITING FOR OVER 4 HOURS

309


The little gentleman has



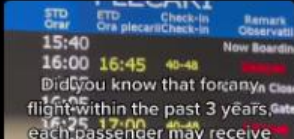
Despăgubiri de pana la 600 euro de persoana !

373

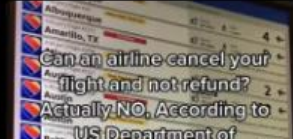
Cunoaște-ți drepturile.



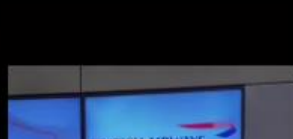
Tarom- 1 am



Did you know that for any flight within the past 3 years, each passenger may receive



Can an airline cancel your flight and not refund? Actually NO. According to US Department of





# Terms and conditions

## Definitions:

1. **Mandate:** The document (also referred to as "contract" or "authorization") that the Client will sign to authorize WYNN CAPITAL MANAGEMENT SRL (WCM) to act on their behalf by signing and submitting any requests, claims, and necessary documents, as well as representing the Client before any public or private entity (especially the airline operator), for the purpose of obtaining compensations to which the Client is entitled, according to the law and as mentioned within the mandate, and which will be paid according to the document signed between the Client and WCM and these Terms and Conditions. The form and content of this document will vary to comply with the requirements of any applicable law and relevant jurisdiction. This document will exclusively regulate the legal relationship between the Client and WCM.
2. **Price:** The amount paid by the Client to WCM for the services provided in accordance with the mandate concluded between the parties, also referred to as the Fee.
3. **WYNN CAPITAL MANAGEMENT SRL (WCM):** is a company registered in Romania, a member state of the EU. The identification data are as follows: Name: Wynn Capital Management SRL; Registered office: Romania, Dolj County, Craiova City, Parângului Street, No. 72A; Unique Registration Code: RO 47078863; Registration number in the Trade Registry: J16/2956/2022; Bank Account: RO35INGB0000999913038730 ING Bank; Website: [www.flighthelp.eu](http://www.flighthelp.eu); Email: [support@flighthelp.center](mailto:support@flighthelp.center); Phone: +40786299184
4. **Regulation 261/04:** Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and repealing Regulation (EEC) No. 295/91, which can be consulted at [www.eur-lex.eu](http://www.eur-lex.eu)
5. **Client:** Any person who grants the representation mandate to WCM under the conditions outlined above and who, therefore, agrees to these Terms.
6. **Compensation:** represents the total amount that an airline owes to the Client following the occurrence of any provision of Reg. 261/04. Payment will be made, subject to approval of the request by the airline or obtaining a final court decision to this effect, in accordance with the mandate and these Terms.
7. **Claim** any claim for compensation or reimbursement arising from the Regulation on air passenger rights, provided that any such claim shall be referred to in these terms as a Claim.
8. **Legal Action ("legal proceedings"):** the legal procedure undertaken by the Client by filing a claim with the courts, to compel the airline to provide the requested compensation. This will be done following the Client's request included in the signed mandate and not by the company WYNN CAPITAL MANAGEMENT SRL, but by specialized lawyers mentioned by the Bar Association, a list that can be consulted here: [www.unbr.ro](http://www.unbr.ro). WCM will only be authorized to sign the legal assistance contract in this regard, with any lawyer it deems appropriate.





## Privacy Policy

The confidentiality of your personal data provided to us as part of our activity is very important for us. Through the present privacy statement we are providing you with information regarding the personal data we collect from you, through the means of our interactions, as well as the manner in which we use the data.

### Identification data of the personal data controller:

WYNN CAPITAL MANAGEMENT SRL hereinafter referred to as „WCM”, with the principal place of business in Craiova, str. Parîngului, nr. 72A, jud. Dolj, Romania, tax registration number 47078863, registered at the National Trade Office with the registrar no. J16/2956/26.10.2022  
Phone number +40786299184  
E-mail address [support@flighthelp.center](mailto:support@flighthelp.center)

### Contact details of the data protection officer:

WYNN CAPITAL MANAGEMENT SRL  
GDPR/DPO Department  
Craiova, Str. Parîngului, nr. 72A, jud. Dolj, Romania  
Phone number +40786299184  
E-mail address [support@flighthelp.center](mailto:support@flighthelp.center)

### What is personal data?

“Personal data” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Every time we require your personal data, we do that for a distinct purpose, in your benefit, and we will hereby explain you the purpose for which we need your data, where we keep them, as well as who has access to them. Moreover, following a simple request, we shall provide you with any information regarding your personal data, and we shall also delete them upon your request.

### What personal data do we collect/process (data type) and why (the purpose of collecting data)?

We collect personal data in order to be able to pick up and manage your requests regarding the amounts of money owed by the airlines. Moreover, we



# Amazon Hack

36

WarRoom | Wicked Smart



## Amazon Hack

---

**Result:** Easily achieved bestseller on amazon for her book

**Contributor:** Irina Wynn

**How to Implement it:**

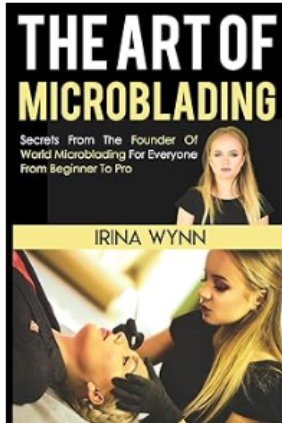
Publish the book in a sub-niche non-competitive category on Amazon at the lowest price possible. Reach out to your friends and family and ask them to purchase the book. If you have an email list, you can also email them and have them buy it at a certain time. In some cases, just 50 books sold will make it a bestseller in certain niche categories, and it can be ranked in as little as 2 hours.

Once you are listed as a bestseller, then you can move the book to a more relevant category and still hold on to the bestseller status.

---

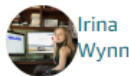
## Exhibit 25

Books &gt; Medical Books &gt; Psychology



Read sample

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Irina Wynn

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## The Art of Microblading

### Paperback – July 23, 2018

by Irina Wynn (Author)

3.9 ★★★★★ 81 ratings

See all formats and editions

If there's one constant element to our society, it's beauty. People will always want to feel confident, radiant, and beautiful, and you as a permanent makeup artist have an incredible gift in your hands to give that feeling to them. So often, though, skill gets lost in the shuffle. There are so many qualified and bright artists out there, that it can be difficult to make a name for yourself among your competitors. A lot of the time, artists end up making only mediocre salaries because they lack the skills to boost their own businesses. This is where I come in. I've invested millions of dollars and years of my life to developing strategies and tactics to market myself in ways that propelled me forward and surged not just my business, but microblading as an industry. And here's the

Report an issue with this product or seller

Print length



174 pages

Language



English

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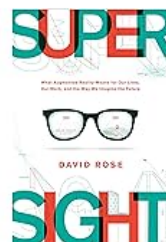
Page 1 of 2



Spatial Computing (The MIT Press Essential Knowledge series)  
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All Same-Day Delivery Customer Service Medical Care Amazon Basics Buy Again Best Sellers "The Boys" is back with a new season

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Irina Wynn &gt; About

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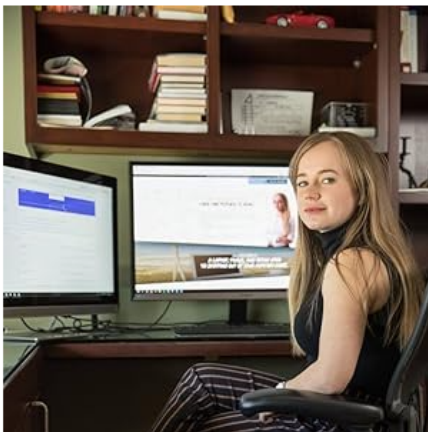


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ABOUT

ALL BOOKS

## Irina Wynn



### About the author

Over the past ten years, Irina Wynn has made a name for herself not only in the permanent makeup industry, but as a social media guru and a self-made multi-millionaire. Irina is a permanent makeup trainer and artist, world-renowned for her Dual-Blade Method of microblading. Despite her background in law, she dived into the beauty and business industries headfirst, opening a series of upscale salons in Oslo in 2013 and 2014. Her name became synonymous with excellence in 2015 when she first experimented with handheld tools and developed her Dual-Blade technique, at which time she developed her own microblading academy, which hosted Master Classes to students worldwide. In the year 2016, World Microblading was created: a platform through which she could collaborate with permanent makeup artists around the world to refine their skills and unlock their potential. As a serial entrepreneur, she currently works as the owner and CEO of World Microblading and Fab Life Society, overseeing all operations from her Los Angeles headquarters. She and her daughter, Summer, enjoy the sunshine and the ocean breeze of Southern California during downtime, and her next book is currently in the works—a tell-all of her gripping life story.



Irina Wynn

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irinawynn

Irina Wynn

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13.8K Followers

926K Likes

There are no strangers here. Only friends you haven't yet met. ❤️😊

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Pinned

Replying to

Pinned










Replying to


Pinned

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irinawynn

Following ▾ Message + 👤 ⋮

267 posts

10K followers

1 following








Irina Wynn

Founder @flighthelp.center

If it doesn't make me happier, smarter or wiser I don't have time for it.

🔗 [flighthelp.eu](https://flighthelp.eu)

Followed by [jeff.macpherson](#), [danielmatishak](#), + 8 more



February som...

January some...

December so...

November so...

October som...




September S...




August son...




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REELS





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**Intro**

World traveler, serial entrepreneur, retired lawyer. Not in a particular order.


 Profile · Entrepreneur




+ 5


Featured

**Posts**


 Filters




Irina Wynn is at Taormina, Sicily.

May 21 at 7:00 AM · Taormina · 




Ciao Bella 🇮🇹











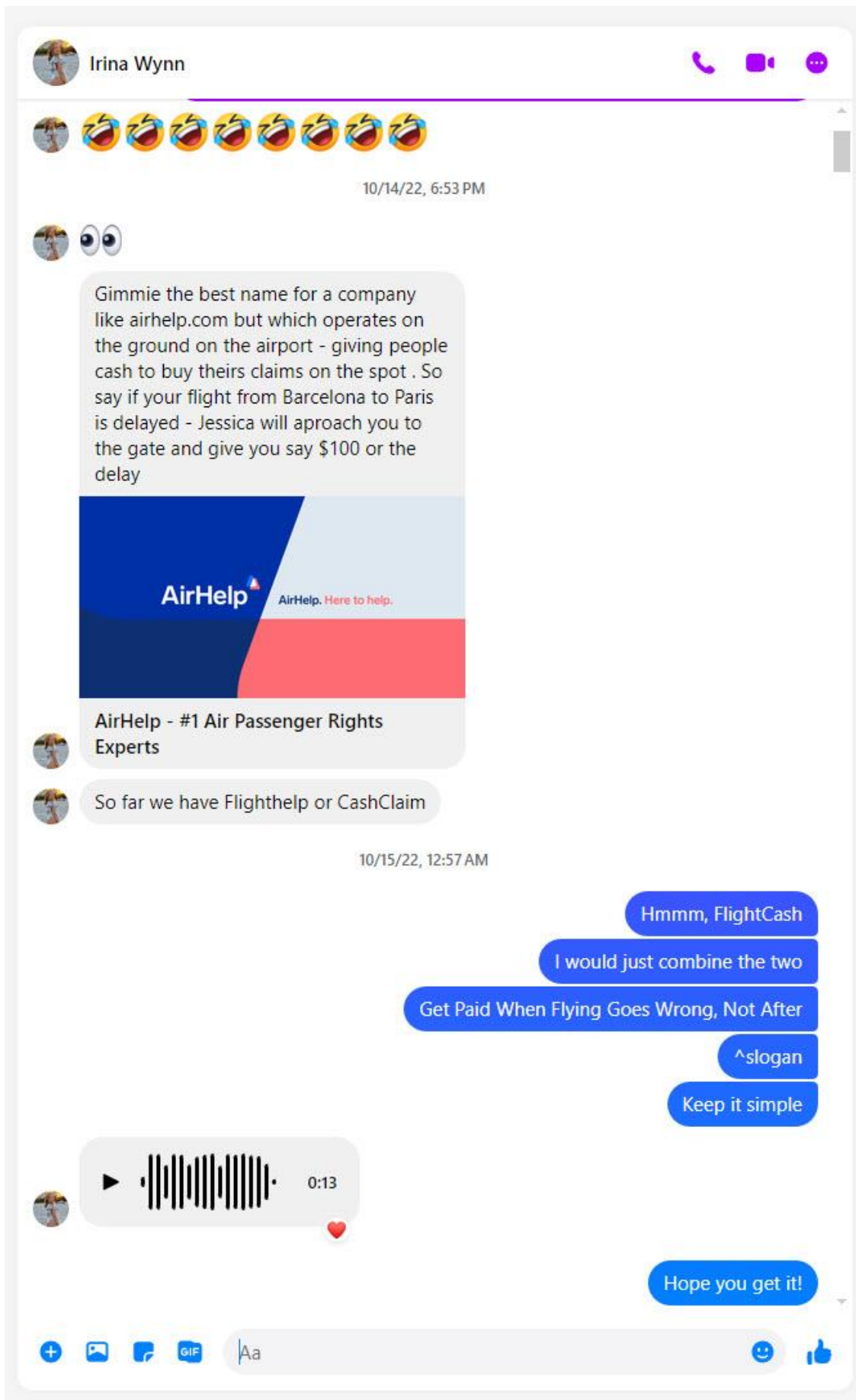
**Photos**

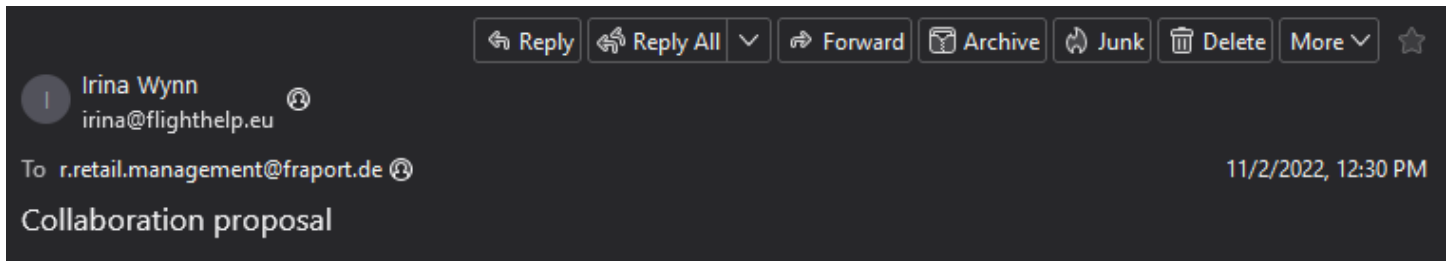
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Hello,

My name is Irina Wynn, and I am the representative in Europe of FlightHelp, an American company that defends and promotes the rights of air passengers transiting through European space and, implicitly, German space.

Our company provides consulting services to the air passengers to help them obtain compensation for canceled, postponed or delayed flights.

Most air passengers are unaware of their rights when it comes to flights delayed more than 3 hours or canceled flights, according to UE law 261/04. In order to obtain compensation from the airlines, we will assist them in completing the necessary forms.

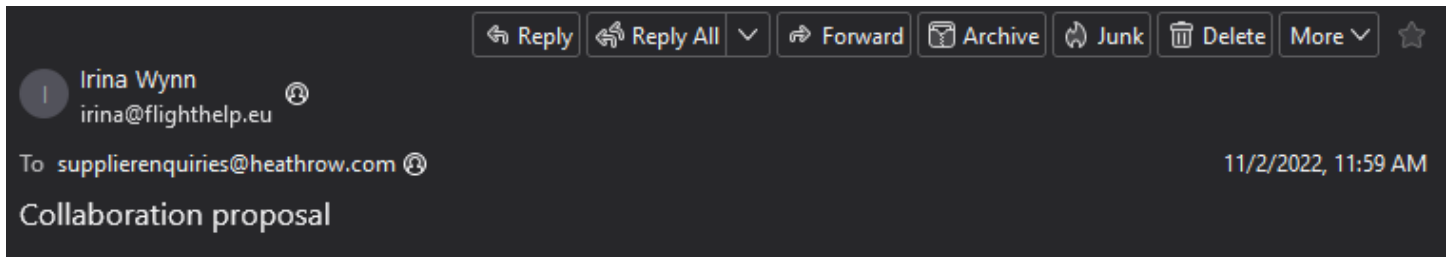
A collaboration with you would be a great addition to the work we're doing with several European airports. In order to accomplish this, our consultants would need access to both arrivals and departures terminals. In the airport, claims are processed in real time.

I would appreciate your advice on the legal procedure required to begin proceedings for the purpose outlined above so we can work together in a mutually beneficial manner.

Thank you,  
Irina

--

Irina Wynn  
Founder & CEO  
+1 (424) 298-1473



Hello,

My name is Irina Wynn, and I am the representative in Europe of FlightHelp, an American company that defends and promotes the rights of air passengers transiting through European space and, implicitly, UK's space.

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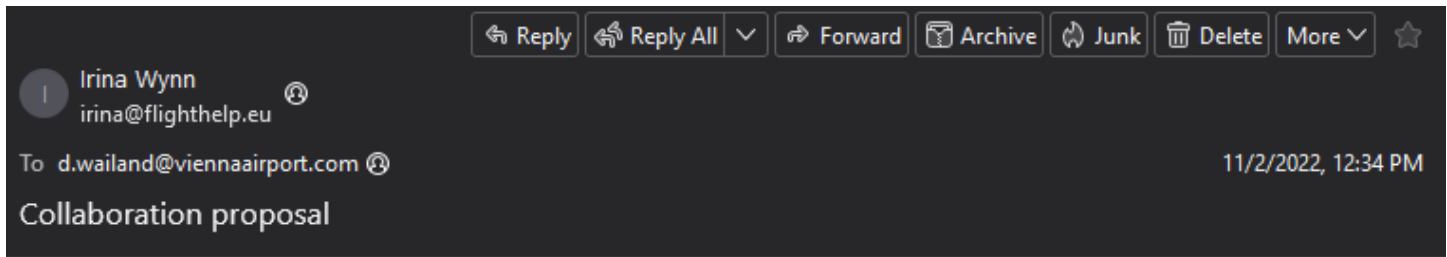
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Our company provides consulting services to the air passengers to help them obtain compensation for canceled, postponed or delayed flights.

Most air passengers are unaware of their rights when it comes to flights delayed more than 3 hours or canceled flights, according to UE law 261/04. In order to obtain compensation from the airlines, we will assist them in completing the necessary forms.

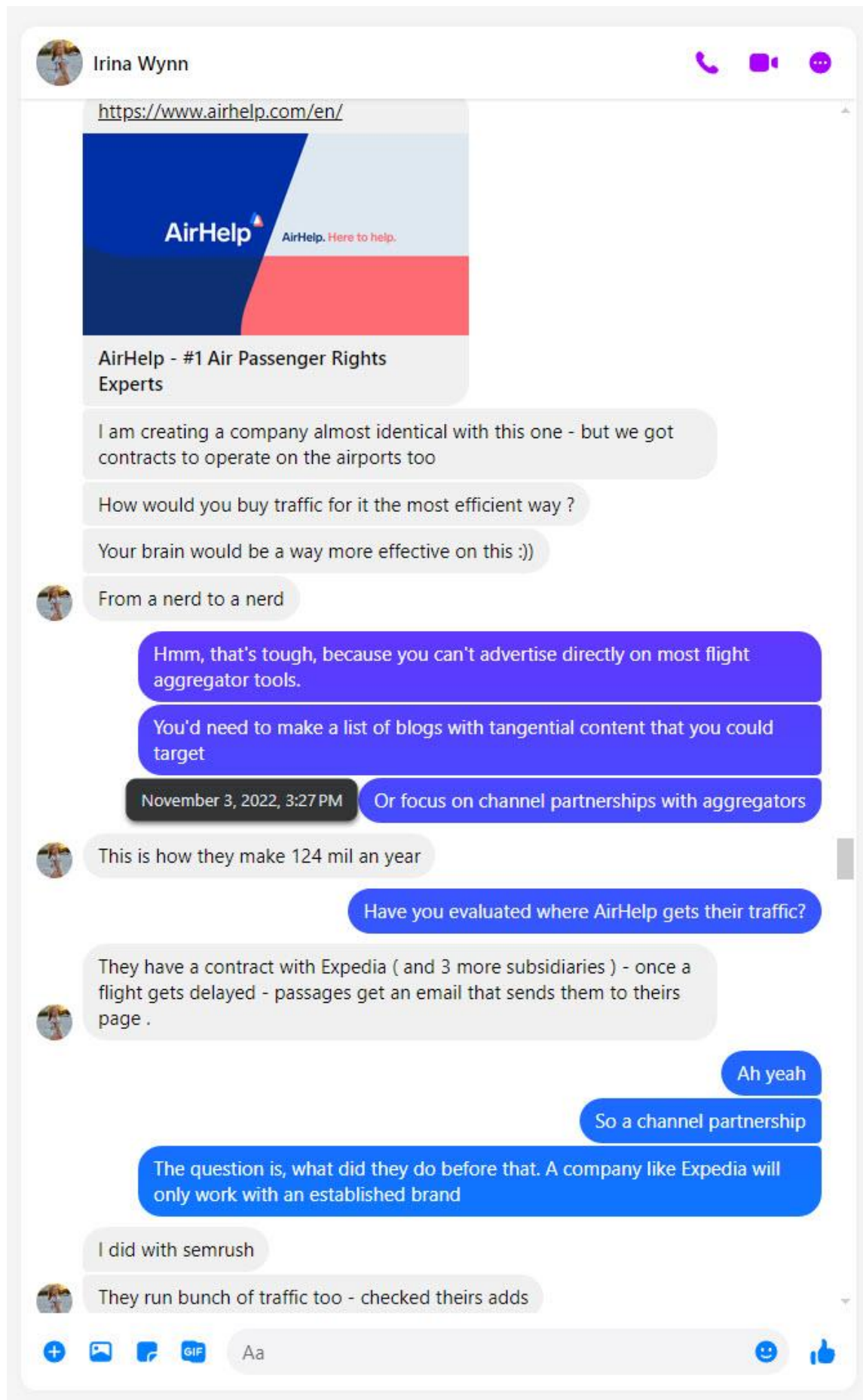
A collaboration with you would be a great addition to the work we're doing with several European airports. In order to accomplish this, our consultants would need access to both arrivals and departures terminals. In the airport, claims are processed in real time.

I would appreciate your advice on the legal procedure required to begin proceedings for the purpose outlined above so we can work together in a mutually beneficial manner.

Thank you,  
Irina

--

Irina Wynn  
Founder & CEO  
+1 (424) 298-1473



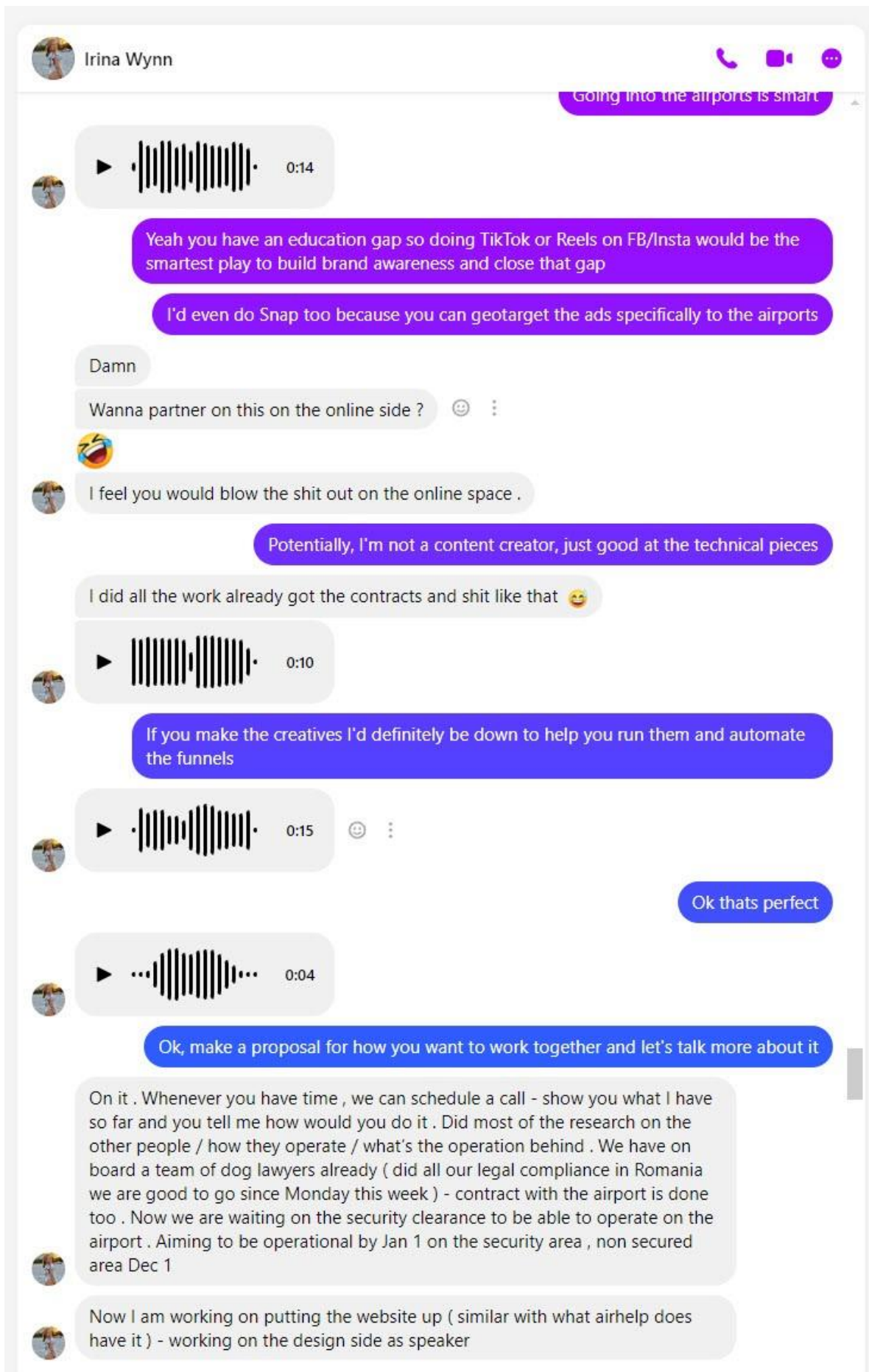


Exhibit 36

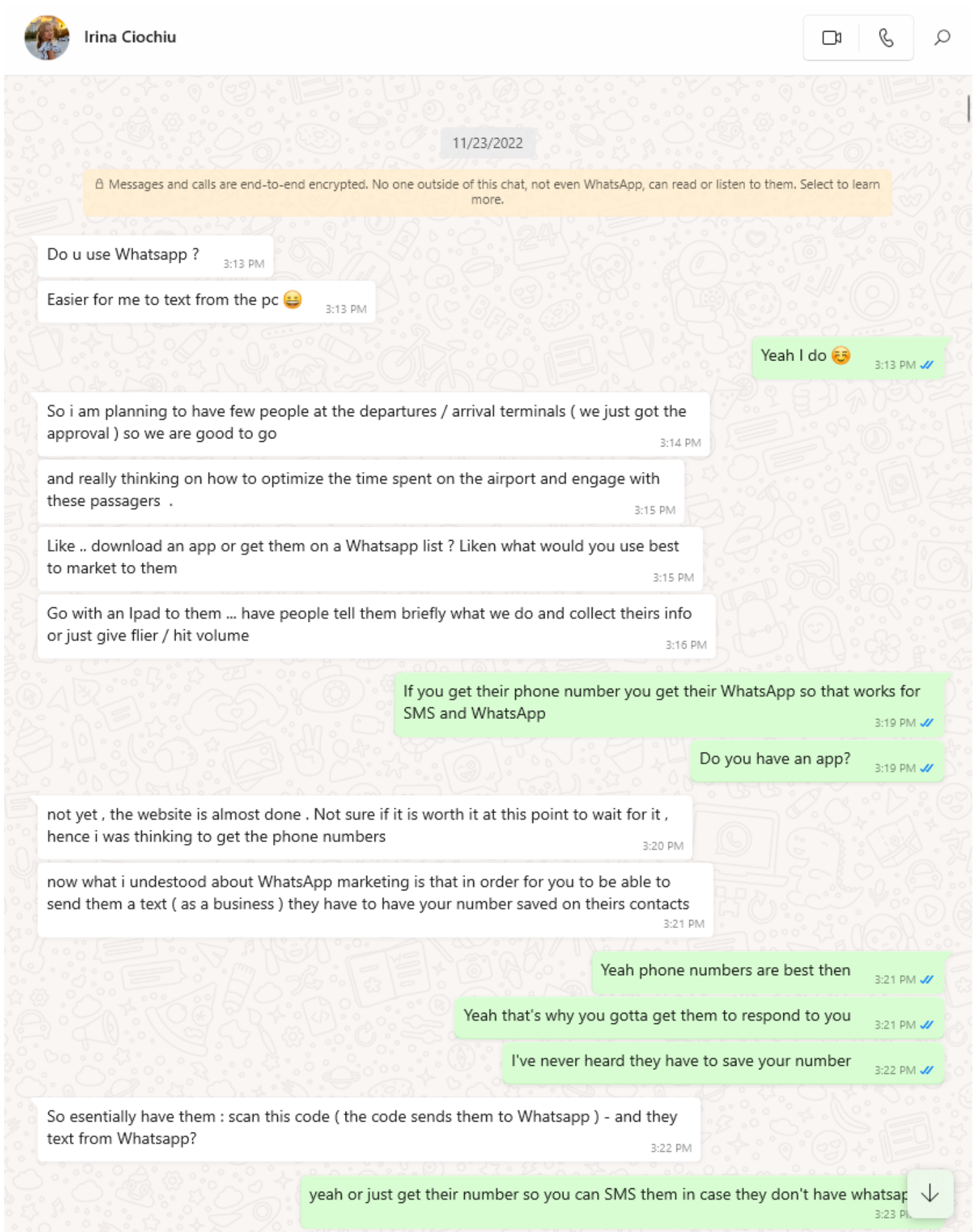


Exhibit 37

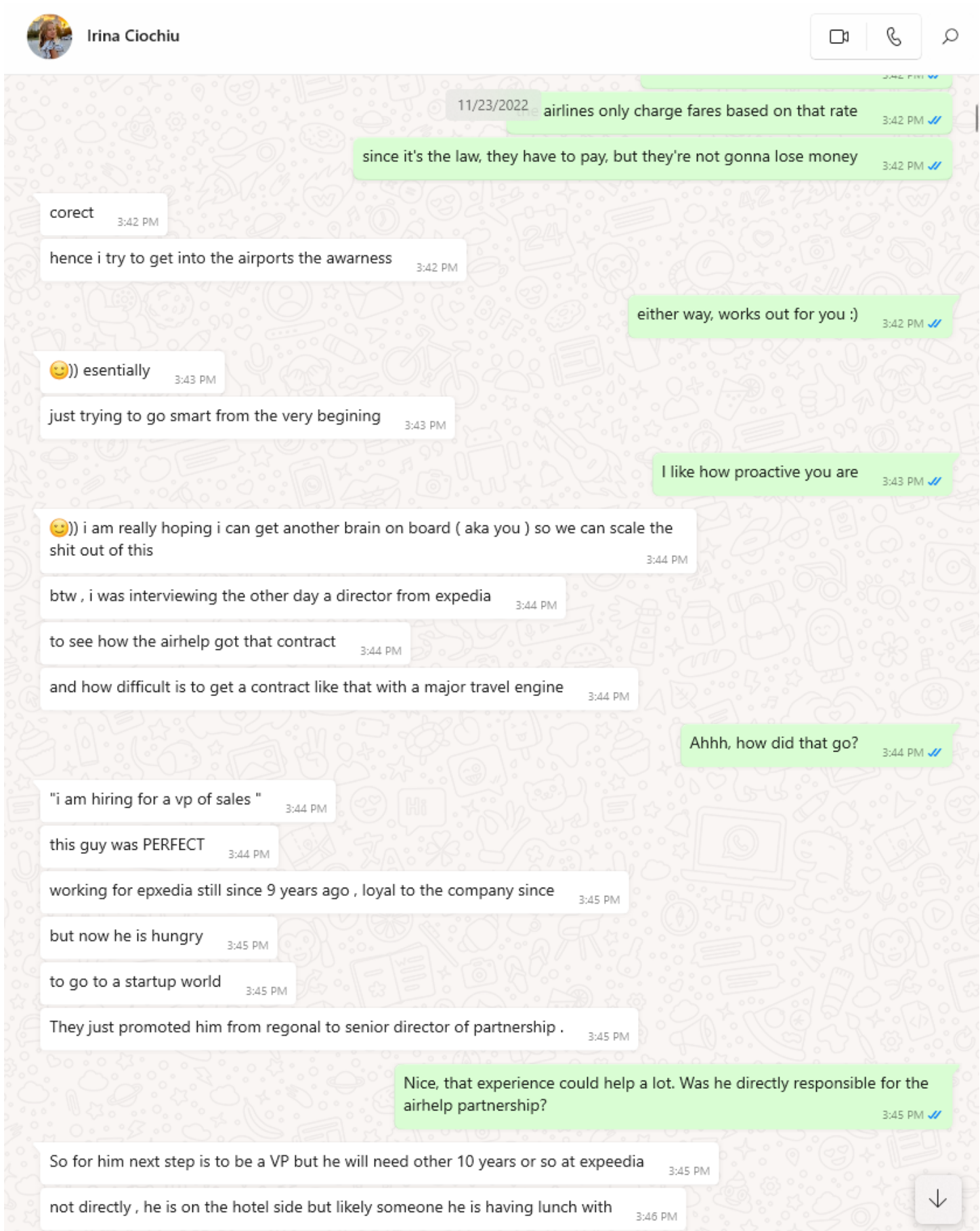


Exhibit 38

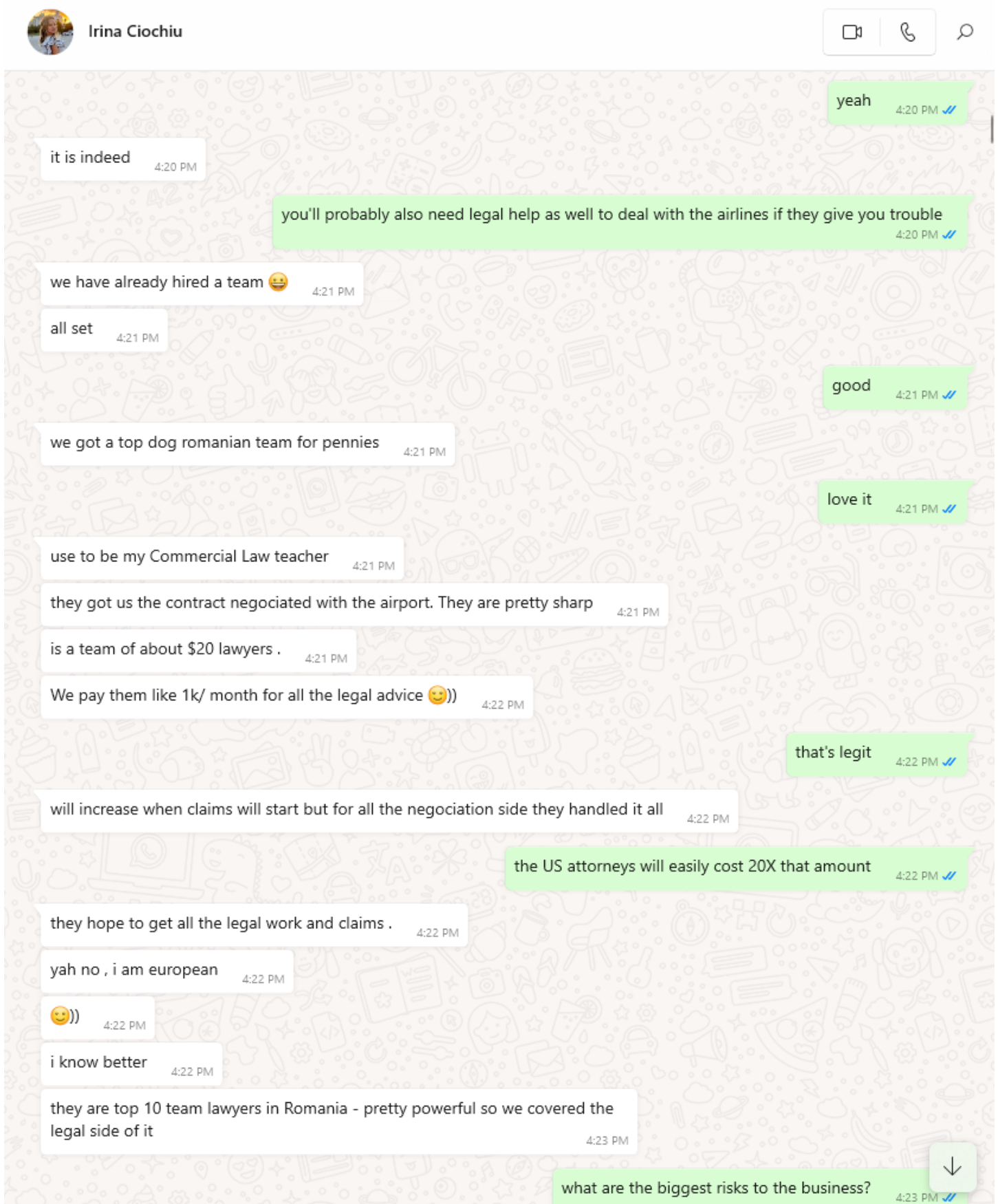






Exhibit 39

Irina Ciochiu



they are top 10 team lawyers in Romania - pretty powerful so we covered the legal side of it 11/23/2022 4:23 PM

what are the biggest risks to the business? 4:23 PM ✓✓

burning money on advertising 4:23 PM

😊)) 4:23 PM

what about regulatory exposure or policy issues from the airlines themselves? 4:24 PM ✓✓

poor marketing - 4:24 PM

like could the airlines say they'll only payout to individual claimants 4:24 PM ✓✓

**You**  
what about regulatory exposure or policy issues from the airlines themselves?  
what do u mean by that ? 4:24 PM

oh they can't 4:24 PM


why not? what stops them 4:24 PM ✓✓

we get a power of attorney from customers 4:24 PM

on the spot 4:24 PM

ah ok 4:24 PM ✓✓

they give us the right 4:24 PM



**Figma**  
Created with Figma  
[www.figma.com](https://www.figma.com)

<https://www.figma.com/proto/J8OZhb4FHcAJFpk6hMKtHh/Flight-Help?node-id=159%3A76> 4:24 PM

this is the claim form . 4:24 PM

if in the airport - they give us the finger on the screen so we can represent them 4:25 PM

in the online claim they E sign . 4:25 PM




Exhibit 40

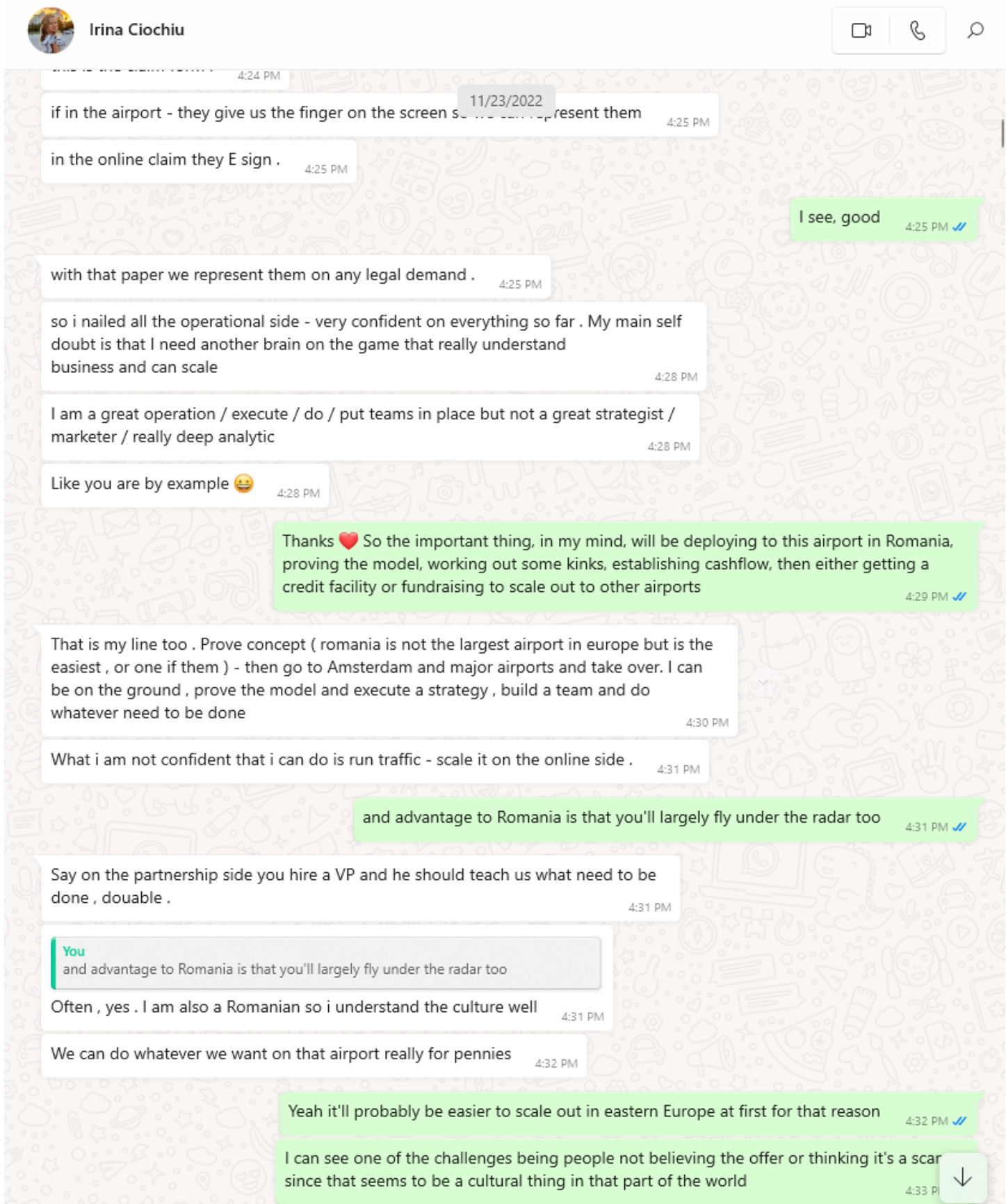







Exhibit 41

Irina Ciochiu



and few brains in between 4:36 PM 11/23/2022

to run the operation 4:36 PM



**Figma**  
Created with Figma  
[www.figma.com](https://www.figma.com)

<https://www.figma.com/proto/J8OZhb4FHcAJFpk6hMktHh/Flight-Help?node-id=515%3A274> this is how the website looks like . I mean we look pretty legit 4:40 PM

but you know , they will always be suspicious people . Usually the ones who die poor 😊 4:41 PM

Like we don't ask them for anything but to help them get free money 4:41 PM

yeah it looks really good! 4:41 PM ✓✓

So I'm interested in working with you. My biggest concern is my time. Right now I'm very busy with 4 different businesses and I don't want to over-commit and screw things up. I already need to scale back and narrow my focus. 4:43 PM ✓✓

That being said, one of those businesses is scaling back so I will have some more free time in Q1 4:43 PM ✓✓

but the others are all scaling up 4:43 PM ✓✓

but some of those can be put on auto-pilot after a certain point and won't require much of my attention 4:44 PM ✓✓

anyway, what I'm saying is, I want to work with you, but I want to make sure I can give you everything you need 4:44 PM ✓✓

It wouldn't be fair for me to come onboard and underperform and even worse I wouldn't want to damage our relationship 4:46 PM ✓✓

that being said I really like what you're doing and want to be involved 4:47 PM ✓✓

I would assume you are busy with other projects that are scaling - hence i think you would be a perfect co founder ( or whatever you think you could fit as but i think your brain and strategy would be very very valuable ) to bring on board and scale this up . I think is a pretty easy straight up model to be scaled if executed properly 4:47 PM

I think between your marketing and tech skills and my operation side this could be a great match on executing this . 4:47 PM

On whatever scenario / time commitment we both decided is needed , possible for this 4:48 PM




Exhibit 42



Irina Ciochiu



I think between your marketing and tech skills and my operation side this could be a great match on executing this .

4:47 PM

On whatever scenario / time commitment we both decided is needed , possible for this

4:48 PM

Yeah I agree. So let's think about that and figure out what works

4:48 PM ✓✓

Like i am willing to work 20 hours a day if necessary because i really believe this is a great idea

4:48 PM

Planning to be live in OTP airport Dec 15 . Flying out around Dec 10 to meet the team and work on the logistics .

4:51 PM

But right now i am thinking on the strategy more than the operational side ( that is already planned ) - thinking on how to bring it to the market online / advertise / hire a VP and work on getting contracts with travel agencies such as hooper , amex platinum travel , chase travel and so on . This dude will need a solid market understanding , marketing presentations so he can go pitch these agencies

4:52 PM

i guess it's a bit overwhelming for me because i don't want to make any mistakes and is inevitable that i will . Hence having a co founder and someone very very smart ( like you ) is what would give me more time to focus on what i am good at not overthink 😊

4:54 PM

Here's what I think is best. This is your baby, so figure out what my scope of work and responsibilities will be as best as you can just so I know what to expect. Then think about what is fair as far as compensation, equity, or incentive structures go. Then I'll have a better understanding of exactly what I need to bring to the table and know if it's doable with my current time commitments.

4:55 PM ✓✓

I'm open to discuss whatever offer but I want to make sure you're being fair to yourself and that you're happy in the long run.

4:57 PM ✓✓

And if I think it's unfair or that I can't deliver then I'll let you know and we can work on it, but I need a starting point

4:59 PM ✓✓

and I know that can be hard with startups because the inclination is to just go balls to the wall and work as much as possible to get it running

4:59 PM ✓✓

In my experience with partnerships, the most important thing is to be totally open and clear about everything so there's no ambiguity. The worst is when one partner feels like the relationship isn't equitable from a contribution standpoint

5:04 PM ✓✓

I think is only fair to share the compensation fair and not be any share cuts but equally sharing what is made .

What I see you as a role is handling the online marketing ,buying the traffic , handling the tech supervision when will come to the point that say we close a contract with American Express travel and we need to have a better backend to handle the claims ( right now the



Exhibit 43



Irina Ciochiu



and I know that can be 11/23/2022 startups because the inclination is to just go balls to the wall and work as much as possible to get it running

4:59 PM

In my experience with partnerships, the most important thing is to be totally open and clear about everything so there's no ambiguity. The worst is when one partner feels like the relationship isn't equitable from a contribution standpoint

5:04 PM

I think is only fair to share the compensation fair and not be any share cuts but equally sharing what is made .

What I see you as a role is handling the online marketing ,buying the traffic , handling the tech supervision when will come to the point that say we close a contract with American Express travel and we need to have a better backend to handle the claims ( right now the website will support a minimal number of claims not huge volume but can be scaled from there ) like making these decisions that require tech understanding / strategies / systems to be put in place once scale , working with a Vp of sale delivering him all the market datas he need to go go close these partnerships . Also I never raised money in my life , so when we will need that part I can be thought what need to be done but I will need guidance.

5:06 PM

Like I can operate anything , make the claims happen , deal with teams , hire , fire , ground operation , produce you content for advertising or whatever you need me to do

5:07 PM

But making decisions such on where the traffic is going how we reinvest , how we scale on that , what adds are profitable , which campaign need to be done - margins , profitable adds - that i am not good at .

5:08 PM

Once we prove the concept that works on an airport - how we raise money , where to go with the datas we gain from an airport , what datas need to be gathered / make projections on how much cash will be needed to say payout people and buy the claims , raise \$\$\$\$ for that and so on - that i am not confident i am capable to do it alone

5:10 PM

Yeah that stuff takes a lot of work. We'll need more than just the two of us. It gets a LOT easier once there's cashflow

5:11 PM

there are a lot of i don't know especially because it has not been done before by anyone .

5:12 PM

it does indeed , hiring the team and delegating once scaling . But i guess we both did it before on different industries so we know the roadmap. You more than i 😊

5:13 PM

That's just part of growing a new business, it's part of the fun

5:13 PM

i am actually enjoying it to an extend that this is fun for me 😊

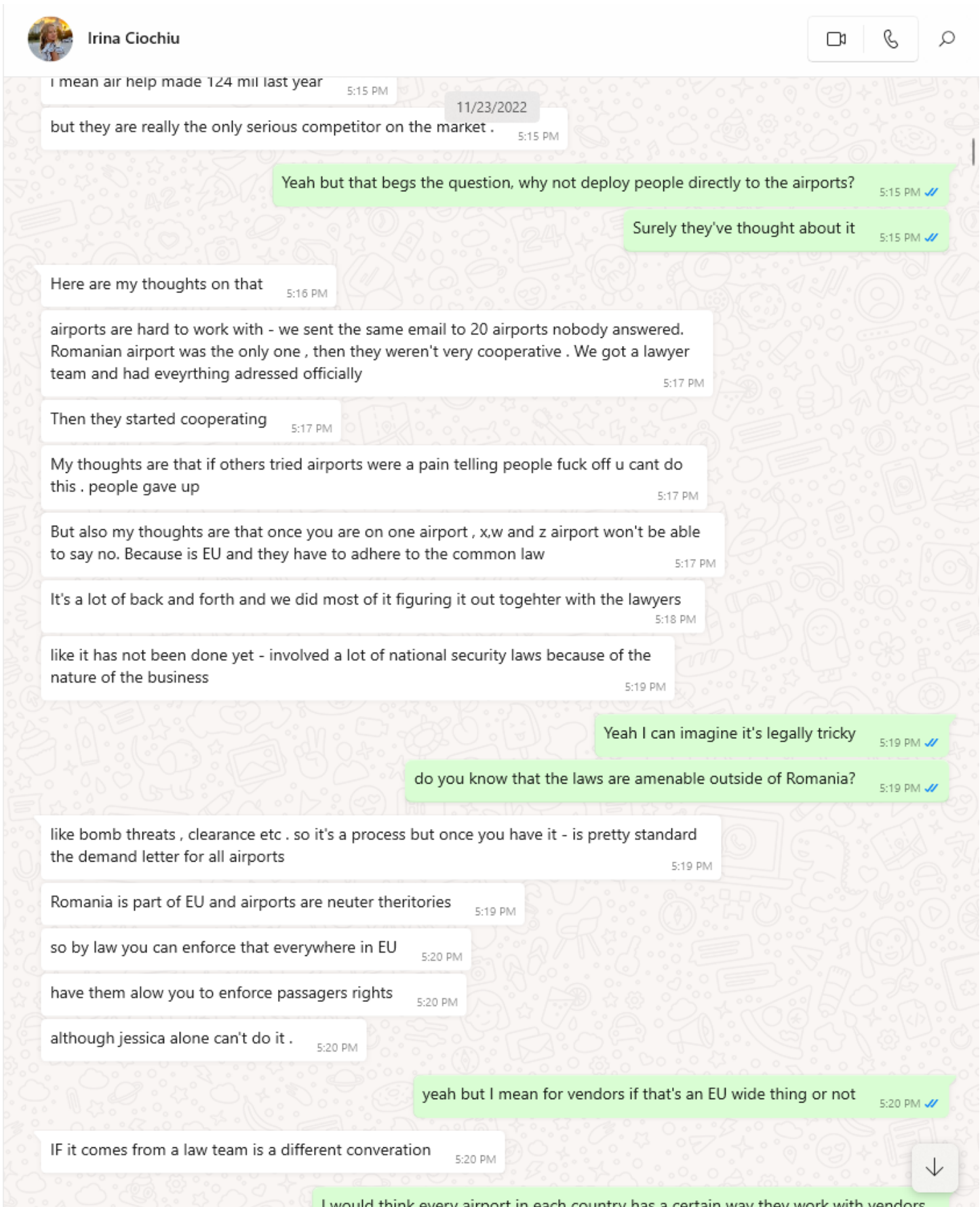
5:14 PM

only the idea of the loophole itself that has not been monetized by a big dog before is so intriguing to me

5:14 PM



Exhibit 44



## Exhibit 45



Irina Ciochiu



Scott ! How are you ? :\*

12:56 PM

11/29/2022

Hey! Doing well, you have a good holiday?

2:23 PM ✓

working hard on my holiday 😊))

2:24 PM

like poor people do ha ha

2:24 PM

how was yours ??\*

2:24 PM

So ..I have been working on the legal team to figure out how are going to be able to / if we are able to buy the claims on the spot from customers and we are able to

3:40 PM

Currently there are about 3 flights roughly that qualify and the capacity of them is 186/239 seats most of them . So we estimate a flight capacity to 210 ( most of them run at capacity now because a lot of airlines removed flights from the schedule ) - so If we have a 635 Aprox passagers delayed a day - if we can hit 25% of the customers we can have about 160 claims a day . Now ... we can hit more or we can hit less but if we pay people upfront ( and we are able to do it ) on the secured area before they exit to the public area - which would make sense security wise .

3:47 PM

Margin wise :

3:48 PM

Claim worth \$250 - FlightHelp \$170 - Customer \$80 if we buy the rights pay upfront ,  
Margin : 68% profit

Claim worth \$400 - Flighthelp \$300 - Customer \$100 f we buy the rights pay upfront  
Margin : 75% profit

Claim worth \$600 - FlightHelp \$480- Customer \$120 if we buy the rights pay upfront .  
Margin : 80% profit

3:51 PM

to sustain 160 claims a day - Majority of the flights qualified on this particular airport are \$250 and \$400 . So if we approximate paying them \$100 / claim on a volume of say 25% of the customers - we will need aprox 16k cash / day to buy claims . About 500k / month to buy claims - our operation and rent to support these claims and people working is little bit over 30 k / month . - this for buy the claim version

3:56 PM

This is the way I would love to go from beginning - which would make us different than AirHelp by paying people on the spot - For the first 3 months we are going to need about 1.6 mil If we buy the claims - assuming that after 3 months we are going to get cash up and run from airline reimbursing us. I've already did the work on building the team , getting the claim process going, website is almost up and running. We have a legit team of about 20 lawyers on board ready to smash the airlines ( they are Romanian and they are paid minimal ) - we have a contract in hand and ready to roll from Dec 15 . - if this way - we will need to raise \$\$\$\$ to buy claims - i don't have that much cash liquid - if the other way ( if we don't buy claims and we process them ) - can be sustained at a cost of \$30 k ish / month .

4:04 PM



Exhibit 46



Irina Ciochiu



paid minimal ) - we have a contract in hand and ready to roll from Dec 15 . - if this way - we will need to raise \$\$\$\$ to buy claims - i don't have that much cash liquid - if the other way ( if we don't buy claims and we process them ) - can be sustained at a cost of \$30 k ish / month .

4:04 PM

you need about 6 claims a day to cover your expenses .

4:05 PM

Which is pretty minimal .

4:06 PM

Have a look at what i wrote here , would love to jump on a call with you and brainstorm more & see how we can work together on this. I am sure you will come up with more ideas that i haven't even thought about it yet.

4:07 PM

My Thanksgiving was good, I was mostly working too. We hosted so I was also responsible for cooking the turkey.

It's good to see all this info laid out like this. Let me think about this a little bit. \$1.6m assumes a 90 day payout on claims I'm guessing? We'll probably need closer to \$2.5 to give us some runway to get cashflow going.

7:00 PM ✓



2:19

7:03 PM



1:01

7:04 PM



1:08

7:09 PM



We flight help receive the claim ( we check the eligibility ) . Say this person qualify to \$250 euro ( we take 30% commission according with actual terms and conditions ) .

Booon - if we send this person a sms something like : Hey John , so sorry about your flight delay , we know it must be frustrating for you . Here's what we can offer so you don't need to wait up to 3 months( usually what airlines take to answer ) . We have a partner company team that works for us and is experienced on suing airlines . We can order you \$80 within 24 hours and you wave your rights for the claim ( ori termenul legal care e ) while we continue to fight with the airline.

Also I asked this :

7:11 PM



Exhibit 47



Irina Ciochiu



Irina Ciochiu

1:24

To clarify the concern here : they have to upload a boarding pass to get compensated ( picture ) + ID matching the ticket so very unlikely that people will fake documents if I have to think right

7:20 PM

11/30/2022

Scott ! U around ? I am working on a pitch deck and put together all the info i have . Wanna have a look / talk about the marketing side ?

3:21 PM

Like not sure what to estimate on the marketing budget / strategy and that side . I am done with the operational side , claims side and a part of the sales side

3:22 PM

I'm in a video conference at the moment, want me to ring you when I'm done?

3:23 PM ✓

yep

3:23 PM

Please do that . What's the eta roughly ?

3:23 PM

About an hour at most

3:23 PM ✓

perfect

3:23 PM

<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09>

5:08 PM



Join our Cloud HD Video Meeting

Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing, chat, and webinars across mobile,...

us05web.zoom.us

<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09>

5:50 PM

expired the time lol

5:50 PM

try this link

5:50 PM



Join our Cloud HD Video Meeting

Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing, chat, and webinars across mobile,...

us05web.zoom.us

<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09>


6:30 PM

scott@spaceshipcreative.com

6:37 PM



12/4/2022

 Irina Ciochiu

Let me look 10:48 AM

12/6/2022

141765 is your HubSpot Log In Code 10:48 AM



Ok so for HubSpot to work with a customer portal is \$5400 per year and I'm not sure how integrated it'll be with what we're doing 10:52 AM ✓

Having a portal is smart because at scale it cuts down on a lot of customer service work that has to be done 10:53 AM ✓



realistically we'd probably need the entire CRM suite which will be \$19,200 per year 10:54 AM ✓



if it integrates well with the site and our SOPs that could work but I think there may be better options that are more customizable 10:55 AM ✓

like we could use FluentCRM for example and then we'd own all the data 10:56 AM ✓



 0:31 10:56 AM 

but it would need to be customized a little more, but I know you can do it with that 10:56 AM ✓

 0:22 10:57 AM 

 0:47 11:00 AM 

If we don't want a customer portal and just want to do all customer service through WhatsApp then hubspot free might work but we'd completely use it up in the first 15 days if we hit the 150 claim per day goal 11:00 AM ✓

 0:40 11:01 AM 

[Air Passenger Rights](#)

[Start Your Claim](#)

[Missed Connection Claim](#)

[Claim for Flight Delay](#)

To date, we have helped **over 16 million** passengers process their airline compensation claims








Exhibit 49

 Irina Ciochiu

Sure no problem. I'm c 12/8/2022 - will give you a shout when I get back in an hour or so 6:52 PM ✓✓


In the meantime, we can use this 6:52 PM ✓✓

<https://www.gravityforms.com/add-ons/signature/> 6:52 PM ✓✓

i was looking at heloosign or docuSign - the problem is this 6:53 PM

I use SignNow it's similar 6:53 PM ✓✓

this is how a claim looks like - that we need to submit to the airline to get paid : 6:54 PM

 Contract de reprezentare FlighHelp.docx  
27 KB, Microsoft Word Document

Open Save as...

6:54 PM

now ... all good to do it manually but : 6:54 PM

You have AirHelps form? 6:54 PM ✓✓


we do 6:55 PM

we did it based on theirs 6:55 PM

but at them is autmated . 6:55 PM

now i am trying to undestand : 6:55 PM

after they fill in the steps from 1 to 13 from here - 6:55 PM

 Flight Help\_Redesign  
Created with Figma  
[www.figma.com](https://www.figma.com)

[https://www.figma.com/proto/rILKDCGrkRECVORhzzVAw7/Flight-Help\\_Redesign?node-id=918%3A21391](https://www.figma.com/proto/rILKDCGrkRECVORhzzVAw7/Flight-Help_Redesign?node-id=918%3A21391) 6:56 PM

somehow this contract has to be generated with the datas that people type on the claim : 6:56 PM

Ah I see. I know how to fix this it's a programming issue 6:57 PM ↓

Data 8.12.2022

Număr de contract (referință): 1/8.12.2022

### Contract de reprezentare

#### Părțile:

**WYNN CAPITAL MANAGEMENT SRL**, cu sediul în Craiova, str. Parîngului, nr. 72A, jud. Dolj, CUI 47078863, J16/2956/26.10.2022, denumită în continuare „WCM” sau „Reprezentant”

Horhat Răzvan-Cătălin, conform datelor de identificare oferite de acesta, denumit în continuare „Clientul”

#### Art. 1. Obiectul contractului:

Clientul formulează o cerere de despăgubire cu valoarea compensației datorată acestuia de compania aeriană conform legislației aplicabile ca urmare a întârzierii/anulării/suprarezervării/întreruperii zborului și/sau pierderii/deteriorării/întârzierii bagajului și acordă un mandat de reprezentare în favoarea WCM prin care:

- Împuternicesc expres WCM să acționeze în numele și/sau pe seama mea și să mă reprezinte în fața oricărei autorități și persoane juridice publice sau private (spre exemplu, dar fără a se limita la aceasta, operatori aerieni și operatori de transport);
- Împuternicesc expres WCM ca în numele meu și/sau pe seama mea să depună orice înscrisuri, să completeze orice cereri și să îndeplinească orice proceduri (inclusiv dar fără a se limita la procedurile prealabile) și să dezvăluie orice date personale ale mele în vederea obținerii (revendicării) compensației (dreptului meu de creanță) datorată de orice persoană în temeiul prevederilor legale aplicabile (spre exemplu, dar fără a se limita la acestea: în conformitate cu Regulamentul C.E. 261/2004, Drepturile de zbor ale SUA DOT (Departamentul Transporturilor), Regulamentul Passenger Shy și Convenția de la Montreal din 1999) în legătură cu Zborul și Rezervarea mea de zbor.
- Împuternicesc expres WCM să încaseze integral compensația de la persoanele care o datorează, integral în contul WCM, precum și să rețină din sumă astfel încasată contravaloarea Prețului contractului, urmând să-mi transfere apoi diferența într-un cont valid indicat în mod expres de mine.
- Împuternicesc expres WCM ca în numele și/sau pe seama mea și a tuturor celorlalte persoane indicate în solicitarea de despăgubire să încheie contracte de asistență juridică cu un avocat în vederea formulării acțiunii în justiție privind compensația datorată mie/nouă, în cazul în care compania aeriană nu achită compensația ca urmare a demersurilor WCM. Prin contractul de asistență juridică avocatul va fi împuternicit să acționeze în numele nostru, să formuleze cererea de chemare în judecată, orice acte de procedură, căi de atac și să prezinte instanței și părților orice înscrisuri relevante privind obligarea companiei aeriene la plata compensației, inclusiv să dezvăluie părților din dosar și instanței datele mele personale și ale celorlalte persoane pentru care se solicită compensația, în acest scop. În sensul dispozițiilor prezentului contract, părțile declară că Zborul și Rezervarea de Zbor a Clientului se referă la următoarele (conform informațiilor furnizate de Client):

Număr rezervare: JJ488K

Număr de zbor: W6 3385

Operator de zbor/compania aeriană: Wizz Air

Data zborului: 14.10.2022

Locație de îmbarcare și locație de destinație: Cluj Napoca (CLJ) – Rome Ciampino (CIA)

Pasagerii pentru care se solicită compensația: Horhat Răzvan-Cătălin și Todoran-Pescăruș Carla

Tipul de eveniment pentru care se solicită compensația: întârziere zbor


Clientul declară că deține un drept de creanță împotriva operatorului aerian indicat izvorât din întârzierea/anularea/suprarezervarea/întreruperea Zborului și/sau pierderea/deteriorarea/întârzierea bagajului, reprezentând compensație reglementată conform legislației în vigoare.

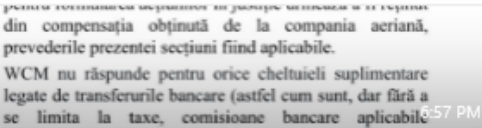
#### Art. 2. Prețul contractului (comisionul):

2.1. Pentru serviciile de reprezentare prestate conform prezentului contract, Clientul va achita către WCM un Preț în conformitate cu prevederile din Lista de prețuri, disponibilă pe website-ul [www.fliethelp.eu](http://www.fliethelp.eu), care se aplică și prezentului contract, respectiv 0% din suma prevăzută de legislație ca și compensație. În baza împuternicirii acordate, Clientul este de acord ca despăgubirea să fie achitată integral de compania aeriană în contul WCM, urmând ca după reținerea Prețului, WCM să transfere diferența Clientului în contul bancar indicat de acesta. În cazul în care Clientul nu își comunică în mod corespunzător informațiile personale necesare, WCM va păstra întreaga sumă a despăgubirii de zbor pentru Client, până când acesta transmite informațiile necesare pentru plata diferenței.

2.2. Clientul nu poate solicita dobândă pentru perioada de timp cuprinsă între efectuarea plății de către compania aeriană și plata

Exhibit 51

 Irina Ciochiu 📷 📞 🔍

 12/8/2022 6:57 PM

Yeah this isn't that hard to solve 6:58 PM ✓✓

this is the romanian version - essentially today we are testing with a real claim from a real customer " we offered for free " the service for 5 people to see the airlines SOP 6:58 PM

Good idea 6:58 PM ✓✓

so the first part i was thinking ok we can do it manually for each claim - but we can't because we need the signature from step 9 -figma down on the contract 6:59 PM

so you want to have a look at that claim form how to make this happen automated ? 6:59 PM

We'll need to have a developer add the function but I know how to do it I've done this exact thing before with automated invoices 7:00 PM ✓✓

essentially the lawyers have to have this form filled somehow once the claim is submitted online 7:00 PM

You just generate a PDF with form data 7:00 PM ✓✓

in the airports is easy - we print out the form and then we scan the original . 7:00 PM

ok have fun at the dinner . i figured you would find a smart way on how to do this :))) 7:02 PM

as long as it could be done i'll go ahead and tell the legal team that we are gtg on that so they can move on on the SOP . 7:03 PM

<https://gravitypdf.com> 8:41 PM ✓✓

We don't even have to do any crazy programming, we can just use that 8:42 PM ✓✓

people can fill out their info and sign and it'll automatically generate a PDF 8:42 PM ✓✓

with their signature 8:42 PM ✓✓

Oh that is amazing 8:43 PM


 0:14 8:43 PM

Exhibit 52

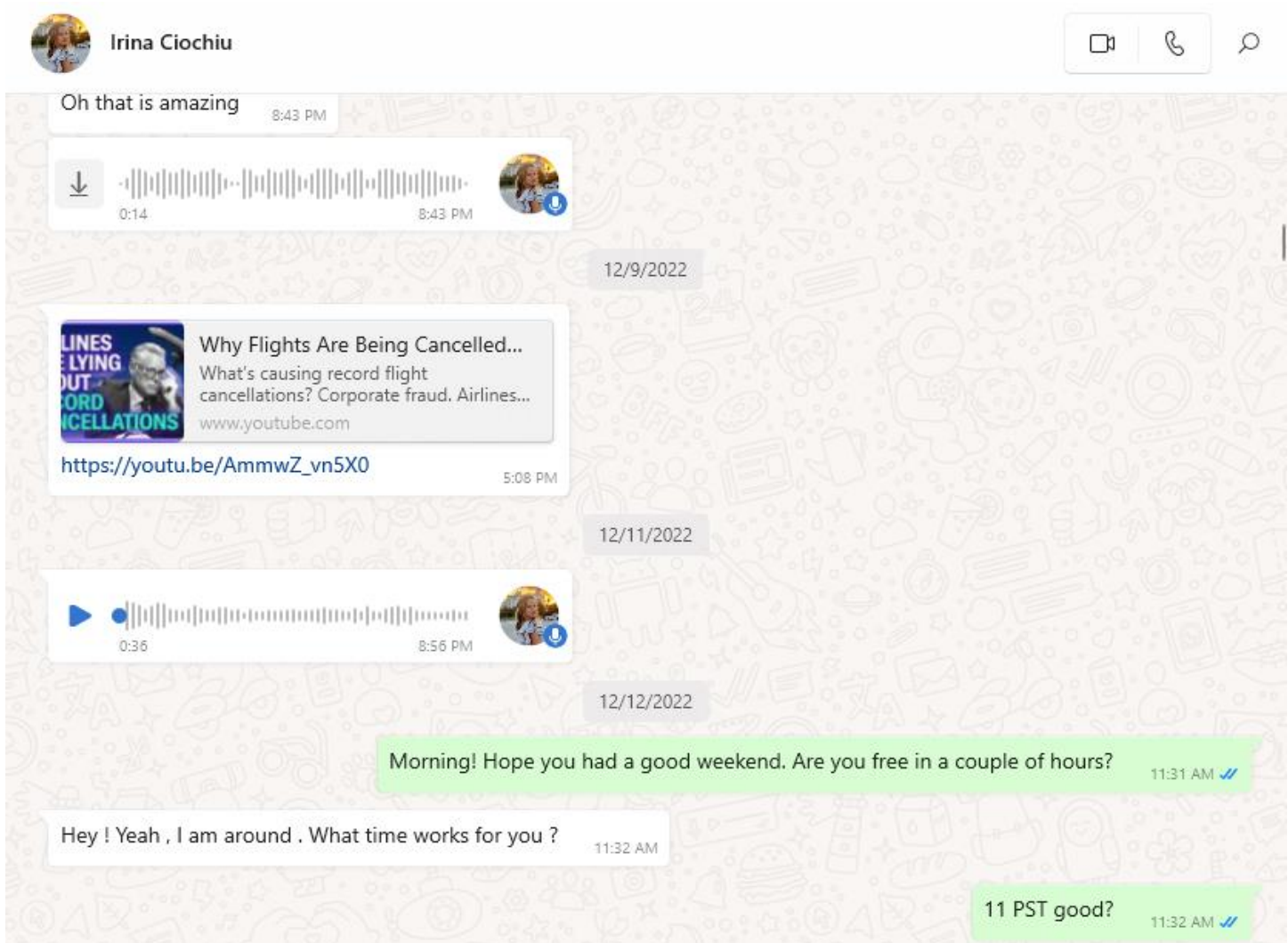



Exhibit 102 Recording and Transcript: <https://tinyurl.com/y6rhp2e7>

**Irina Ciochiu**

Hey, how are you? I hope you have a good weekend. Let me know how is your schedule tomorrow, that scheduled time so we can work through the contract. And then, we have to file for the LLC in Wyoming, and write offers, the agreement, and all that. I haven't done them because I wanted to talk with you about it, if we should have just a contract, or you want to put it in the operating agreement, if you have a specific lawyer that you want to do it with. Or do you want to do it by ourselves? So, let me know your thoughts about having a call tomorrow morning and get this rolling. Hope you have a great night and [inaudible 00:00:36] .

 Irina Ciochiu

12/12/2022

But yes . 11 works 11:33 AM

It's miserable 11:33 AM

That is cold for LA 11:33 AM ✓✓

It was warmer here! 11:33 AM ✓✓

Ok cool 11:33 AM ✓✓

Join our Cloud HD Video Meeting  
Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing, chat, and webinars across mobile,...  
us05web.zoom.us  
<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09> 2:00 PM


Be there in 5 2:00 PM ✓✓

ok 2:00 PM

irina@flighthelp.eu 2:11 PM

irinawynn17@gmail.com 2:11 PM

[https://www.process.st/checklist/?post\\_type=post&s=new+employee+onboarding](https://www.process.st/checklist/?post_type=post&s=new+employee+onboarding) 2:11 PM ✓✓

 WYOMING REGISTERED AGENT -...  
Wyoming registered agent \$25 TOTAL!  
Don't get duped by add-ons! We includ...  
www.wyomingagents.com  
<https://www.wyomingagents.com/> 2:21 PM ✓✓

scott@vettimedia.com 2:30 PM

irinachen@outlook.com 2:32 PM

Join our Cloud HD Video Meeting  
Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing, chat, and webinars across mobile,...  
us05web.zoom.us  
<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09> 2:47 PM

↓



Irina Ciochiu



Zoom is the leader in modern enterprise video communications, with an easy, reliable cloud platform for video and audio conferencing. 12/12/2022 binars across mobile,...

<https://us05web.zoom.us/j/4592673215?pwd=SFN4dnM5RkNNODc1dXA4TDJVTmRrQT09>

2:47 PM



Wizz Air claims and compensations forum |...

In this group we will discuss the best possible way to receive compensation from Wizz Air and other airlines in...  
www.facebook.com

<https://www.facebook.com/groups/2016353208548170>

2:52 PM ✓

<https://www.congress.gov/bill/117th-congress/senate-bill/3222>

3:24 PM ✓

<https://www.congress.gov/bill/117th-congress/senate-bill/3222/text>

3:25 PM ✓



Figma

Created with Figma  
www.figma.com

[https://www.figma.com/proto/rLKDCGrkRECVRhzzVAw7/Flight-Help\\_Redesign?node-id=918%3A21391](https://www.figma.com/proto/rLKDCGrkRECVRhzzVAw7/Flight-Help_Redesign?node-id=918%3A21391)

3:32 PM

Ok , recap on the tasks will write here .

4:17 PM

Wyoming LLC to be done with the operating agreement . Scott has 49% - Irina has 51% from the entire company and all the subsidiaries that will be created. Essentially Irina takes care of the operation , stuff , legal side , claim processing , hiring and training the teams on the ground , customer service operations etc . Scott takes care of the marketing and tech side , the website to work properly - create the systems and flows for the claims to be processed with the tech team and takes care of the marketing campaigns and work with the dev team . CRM and all that tech stuff that are behind . When we get to the Sales team and grow on the tasks we will distribute them based on our best expertise in order for the company to scale . Obviously as we grow we hire the right teams and we relase from our responsibilities and we regroup our focus on what the company needs to grow .

4:19 PM

Let me know what do you need from me to file . Next step once this opens will be to get a bank account and prepare for adds

4:22 PM



Aviation | ATC on TikTok

Flying Spirit be like... #aircraft #aviation #avgeek  
#airplane #boeing #aviationlovers...  
www.tiktok.com

Jokes aside : <https://www.tiktok.com/t/ZTRVBTmPV/>

4:37 PM



4:37 PM



## Exhibit 55 Recording and Transcripts

Recording 1: <https://tinyurl.com/22m4njcj>

### Irina Ciochiu

Hey, hope you're doing well. I know you have a call tomorrow with those people. So, what I've noticed today is that the developer finished the page about us and move it from doing to done. And then, the project manager move it back to doing it, despite there was the fact that I already went inside the page, on the prototype, and I saw that the page was done.

So, unless it was something backend that hasn't been done and I wasn't aware of, the page was done and then was moved back to doing. And what I sense of is that he finish it faster than the hours that are projected, and then the project manager said that they are still working on it tomorrow. So, maybe you want to get into, like, "Hey, guys, we know those hours are bullshit," so they just don't prolong it. Because I know the page about us was done because I've seen it with my eyes. I might be wrong, but I don't think so. So, have that in mind tomorrow.

Recording 2: <https://tinyurl.com/49zd94wf>

### Irina Ciochiu

I also logged in into the time sheets on Upwork, and he was spending a lot of time on that Figma thing. I don't know what he was doing. And I was looking at the mouse movement and all that, and actually developing-wise, like coding, that I can't understand what he was doing there. It's about two hours out of almost nine hours. So, the rest of it's just back and forth on Figma, which I don't get it if he has to be that long on Figma or not.

So, you might want to have a look at that too. Because I think they are dealing with a lot of people, that they are not aware of what the hell is going on, and they think it's acceptable. But we can also give them a bonus at the end when they finish it, just to get it done so we can go live. Because there's so many flights canceled now in Europe that it's like I'm almost crying that we are not making money.

Exhibit 56

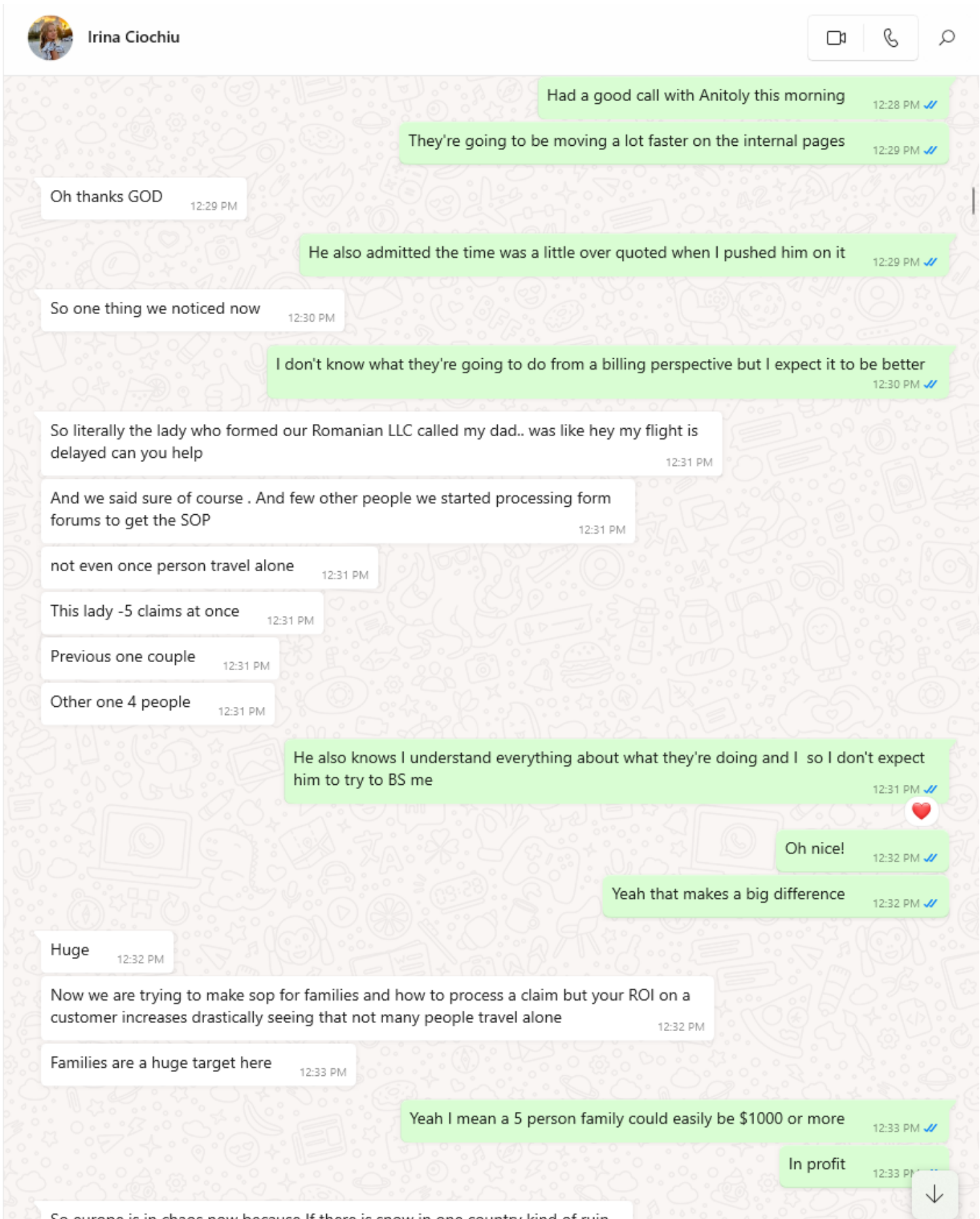


Exhibit 57

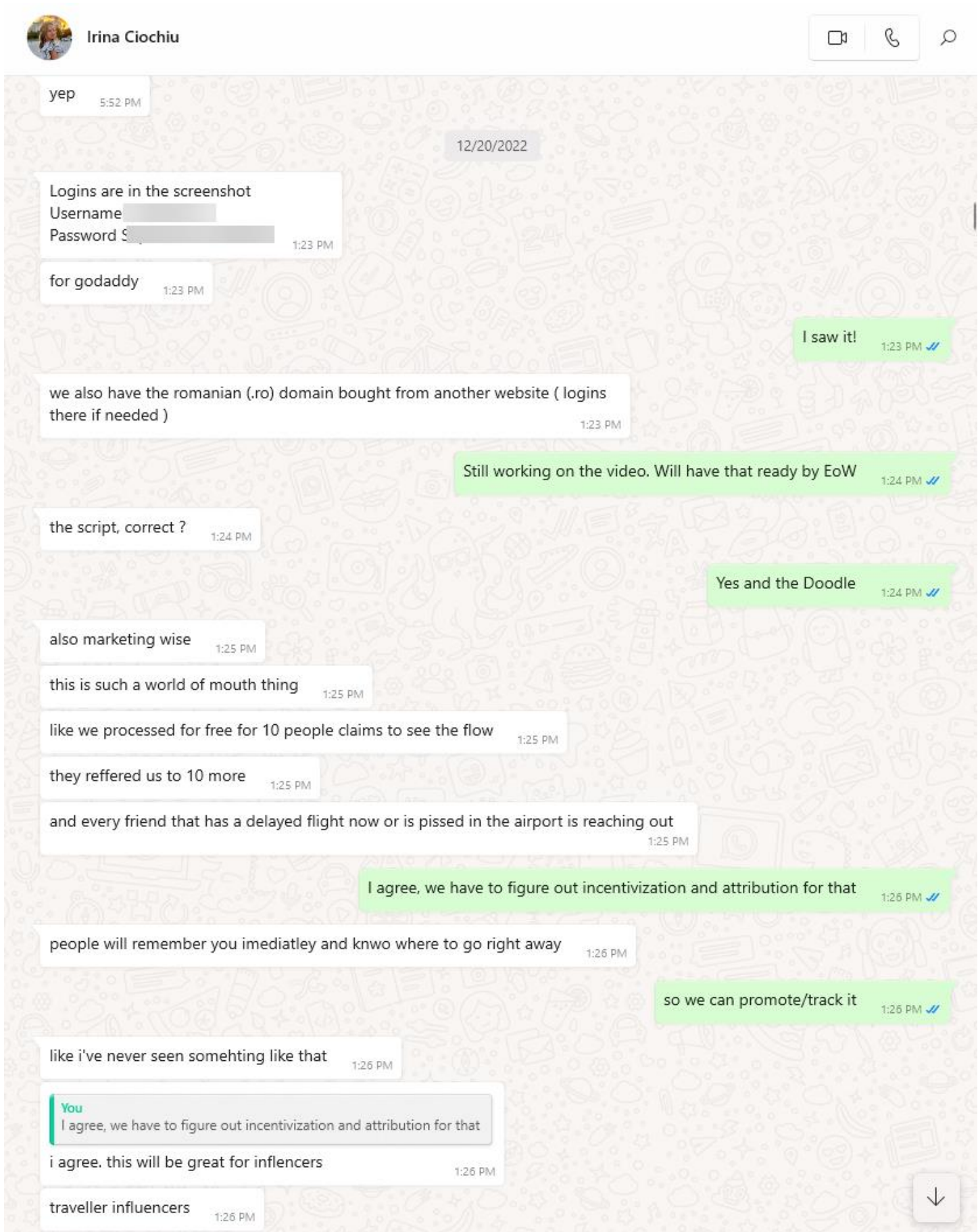
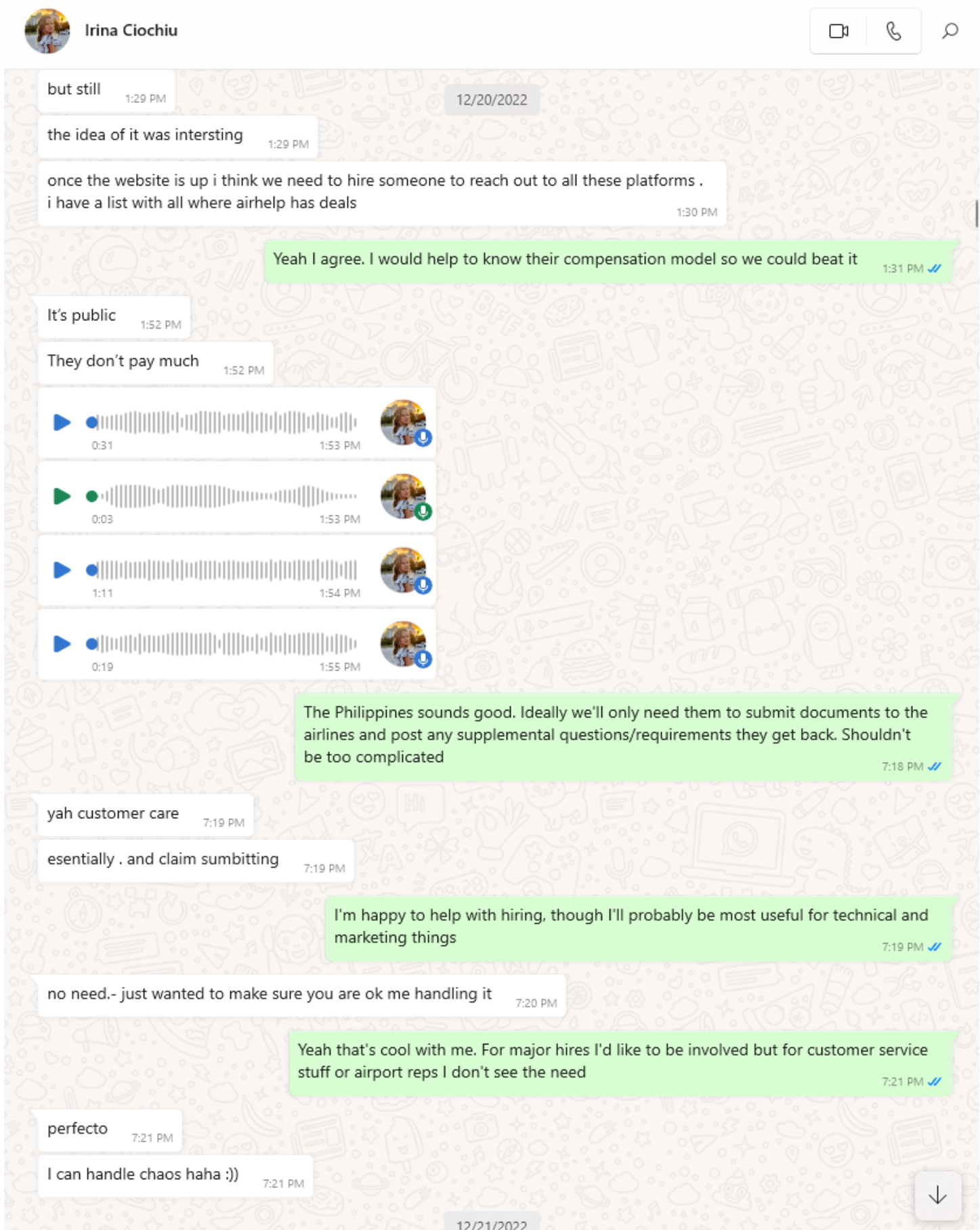


Exhibit 58



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

12/28/2022

🔒 Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Select to learn more.

Irina Ciochiu created group "Geo & Scott"

Irina Ciochiu added you

**Georgiana T**  
Hi @Scott Jordan  
I created a qr code for the flyers and business cards. But the Free trial expired and now I need to pay a subscription.  
2:30 PM

Do you know if there are Free qr codes? Without having to pay a subscription?  
2:30 PM

Thank you!  
2:30 PM

I used QRfy  
2:32 PM

Hey Geo! Let me do some research and see what might work. I've got some free software I've used with Windows before  
2:56 PM ✓

**Georgiana T**  
Ok. Thank you!  
2:58 PM

**Free QR Code Generator | Adobe Express**  
Create a free QR code quickly and easily with the Adobe Express QR code maker. Provide a link, customize your QR code look, and download it instantly to share.  
[www.adobe.com](https://www.adobe.com/express/feature/image/qr-code-generator)  
Adobe has a pretty decent free tool that's highly customizable <https://www.adobe.com/express/feature/image/qr-code-generator>  
3:00 PM ✓

**QR Code Generator Free for Lifetim...**  
Free QR code generator tool online. Generate QR codes with custom logo,...  
[qrgenerator.org](https://qrgenerator.org)  
Or this could work: <https://qrgenerator.org>  
3:00 PM ✓

**Irina Ciochiu**  
→ Forwarded

**delays? For any flight within the pa**  
**\$600, regardless of the original ticke**

**HAVE YOU EVER EXPERIENCED THIS?**  
booked flights ✗ delayed flights ✗ last minute fli

Exhibit 60

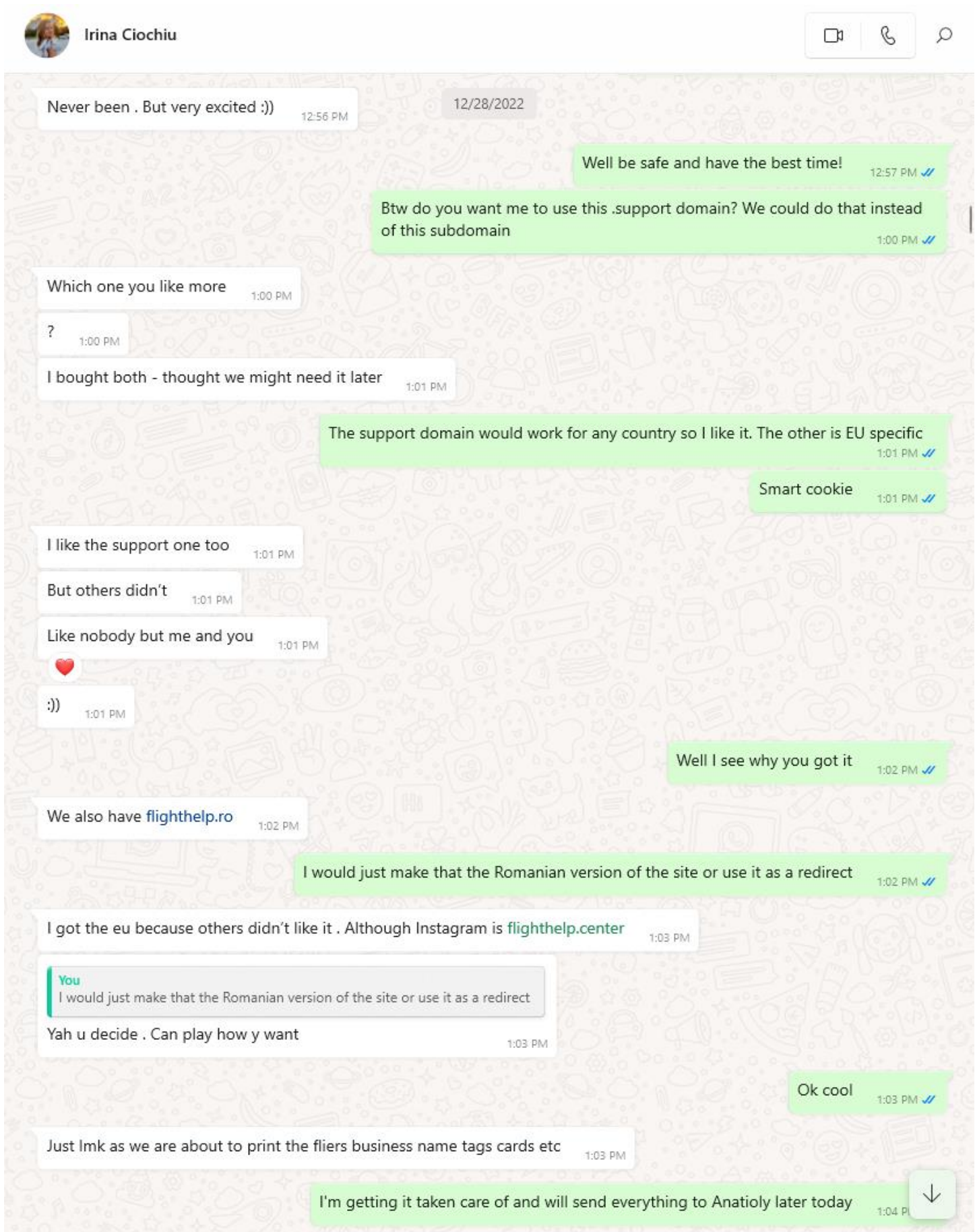


Exhibit 61



Irina Ciochiu



We could do an exploratory/intro call next week. But I want to make sure we have all the business processes and IP hammered out before he starts creating marketing material for presentations

1:17 PM ✓

Otherwise he could put the wrong things or do unnecessary work

1:18 PM ✓

But I want to hear his approach

1:19 PM ✓

True . Let's set a call with him by the mid of next week say . By that time we will have a better understanding of the tech side and how far are we from completion

1:19 PM

Sounds good

1:20 PM ✓

You can meet him too/ see what you think . If you don't like him we can look for more candidates

1:20 PM

This recruiting takes time for a high position level

1:20 PM

Yeah for sure.

1:20 PM ✓

There are a few different things to evaluate with a salesperson too. Personality is a pretty big deal.

1:21 PM ✓

I think the same

1:22 PM

VP of sales I am the most picky about

1:22 PM

These contracts will put us on the map fast

1:22 PM

Yeah I'll want to see work he's previously done or talk to references

1:23 PM ✓

Ask him to go into detail about the biggest deal he's closed

1:24 PM ✓

If a person is the real deal it will become evident once we dig in like that

1:24 PM ✓

Let me find his LinkedIn

1:25 PM

<https://www.linkedin.com/in/james-cho-28882a71>

1:28 PM

He just got promoted . His previous position was partnerships but for hotels. I would say If right motivated he can find out more about the contract they have with airhelp / see who's in charge with that give them a better deal

1:32 PM

That Expedia contract is a massive contract

1:33 PM

12/29/2022

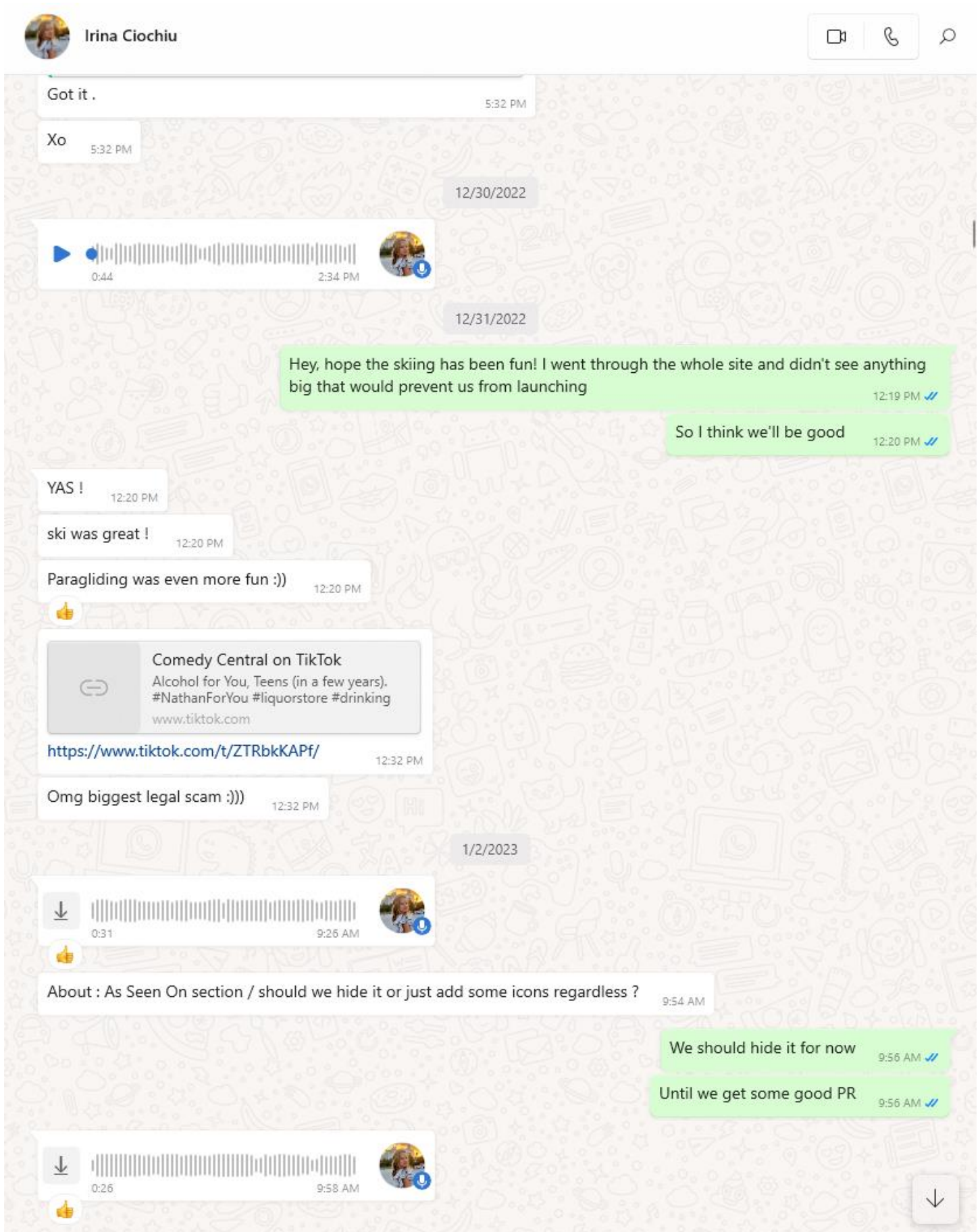



Recording: (<https://tinyurl.com/53wdryc6>)

**Irina Ciochiu**

Hey, how are you? How's it going? I hope you're having fun now on holidays. Hey, I was wondering if we are still on track to have the website up by January 3rd, because we are ready to start on Wednesday in the airport, and we need to have the claim forms and all that ready for the... Not the claim form, sorry, the iPad, the survey to get the people on the system, and the claim form itself, it has to be ready at least. I know that the backend is not integrated and we have to do it manually, but we'll need to have at least that as a template on the iPad. Yeah, let me know.

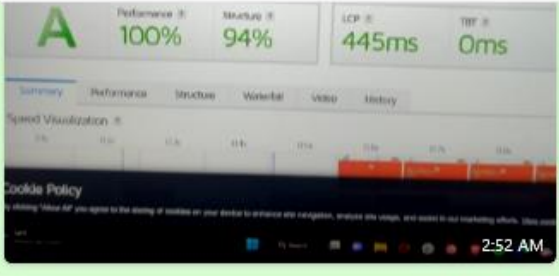
Exhibit 63





Irina Ciochiu

1/4/2023



We are getting the security training now so we are gtg too

2:52 AM

It's fast too ;)


2:52 AM

YAS

2:56 AM


0:27

6:27 AM




0:16


7:10 AM



0:03


7:10 AM





First claims

9:11 AM



9:11 AM

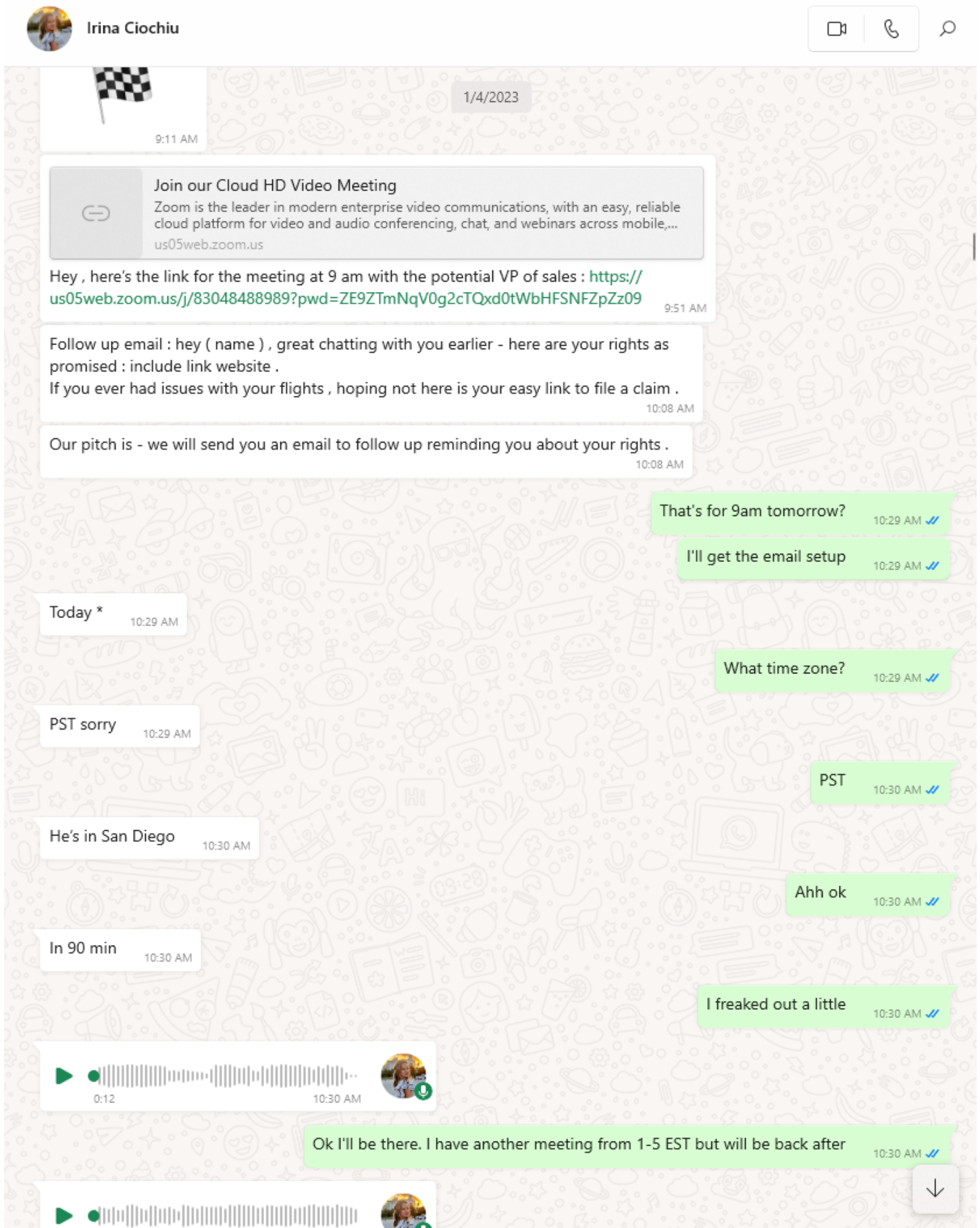
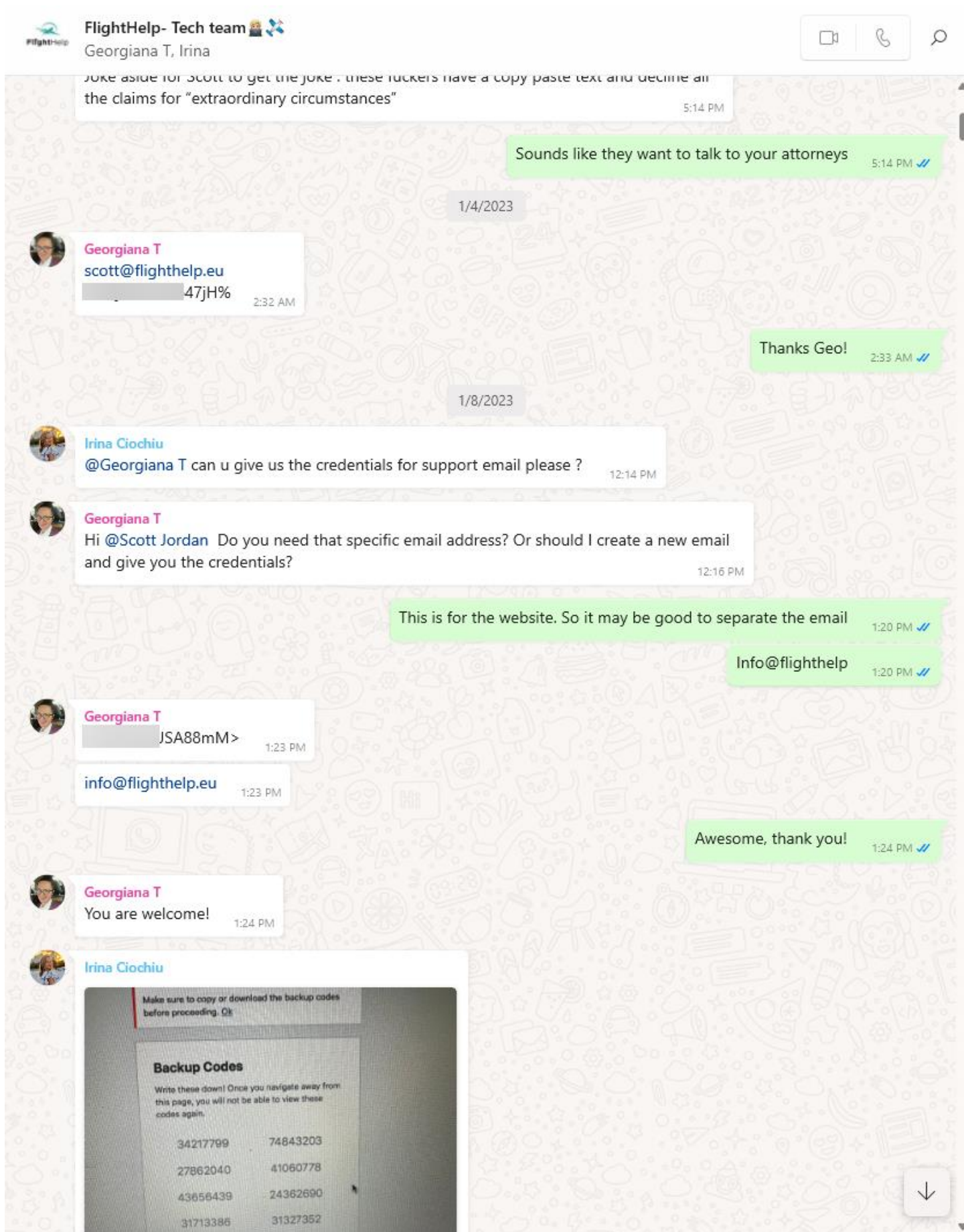



Exhibit 66



 Irina Ciochiu 📷 📞 🔍




exactly my question 12:52 AM

1/5/2023

I think we should pay out for won claims 12:52 AM ✓✓

that way we don't pay for scammers and BS 12:53 AM ✓✓

I'll have to work with the devs to set that up, might take a couple of weeks 12:53 AM ✓✓

  0:11 12:53 AM 

because it relies on the support tickets closing with a specific result 12:53 AM ✓✓

I agree 12:53 AM




also, we need to think about how we're doing payouts too 12:54 AM ✓✓

like we don't have the electronic system setup for that yet 12:54 AM ✓✓

at least it's not integrated into the website 12:55 AM ✓✓

Payouts or the affiliates ? 12:55 AM

both for claims for customers and affiliate payments 12:55 AM ✓✓

  0:09 12:56 AM 




We have to do part of it manually of course. But I want to figure out a standard way to pay people out so we can track everything 12:57 AM ✓✓

so like say we get the claim form, go through the process, win their claim... then we mark the support ticket as "won" 12:57 AM ✓✓

and we send them an email explaining how to get paid 12:57 AM ✓✓

or we have them submit their payment info on the frontend 12:58 AM ✓✓

in the claim form itself 12:58 AM ✓✓

  0:33 12:58 AM 


i.e. their email for Zelle, Paypal, TransferWise, etc 12:58 AM 

Exhibit 68

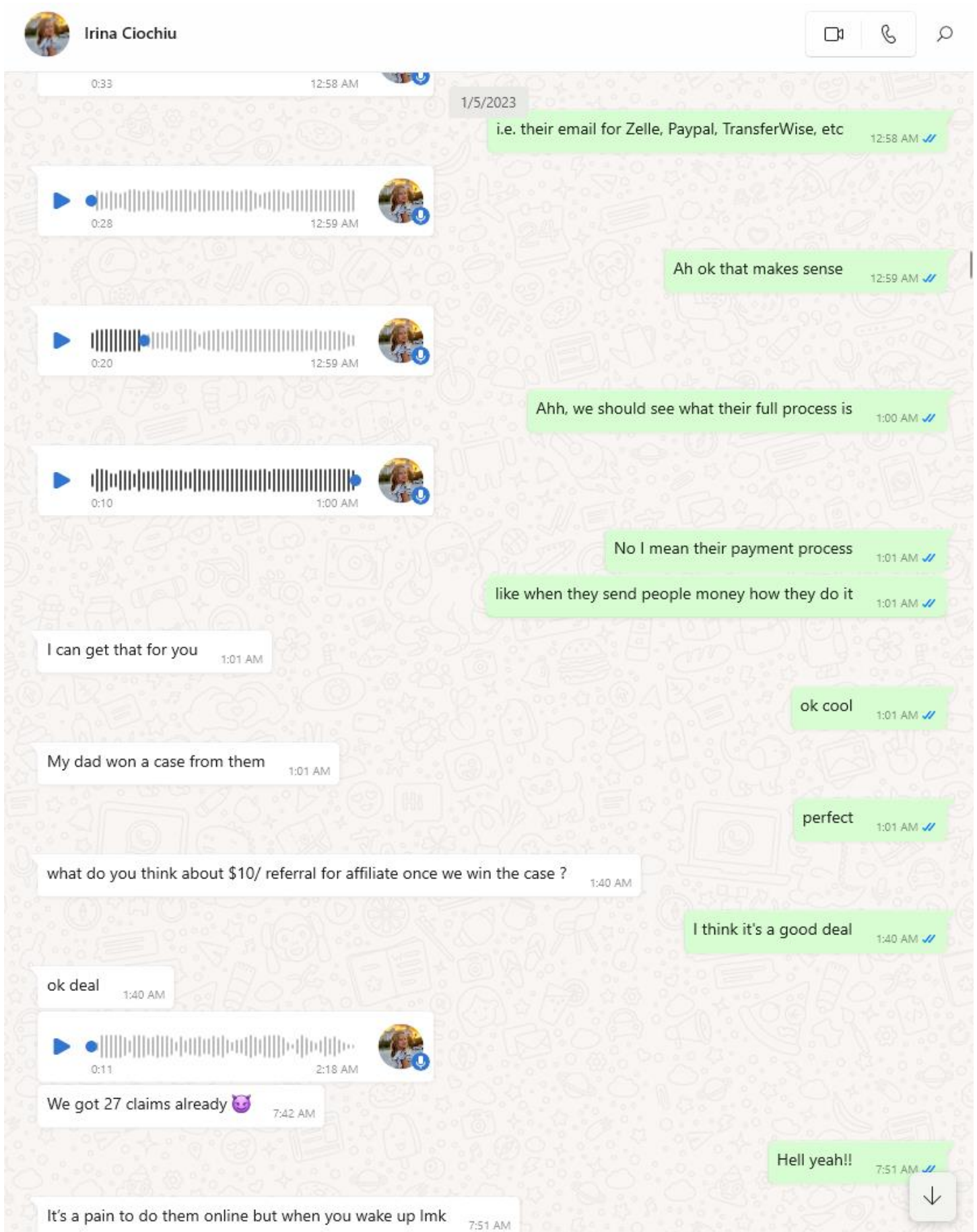






Exhibit 69

Irina Ciochiu

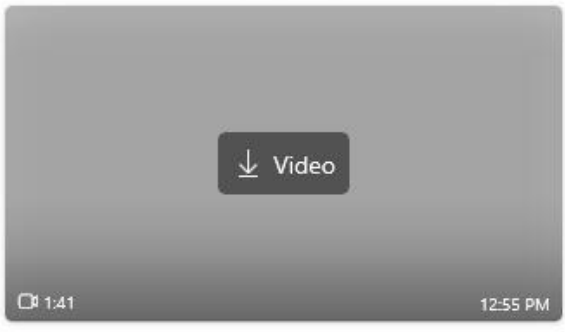


11:07 AM ✓

1/12/2023

See if you like the video before he does the short ones x 12:44 PM

I requested access 12:52 PM ✓




1:41 12:55 PM

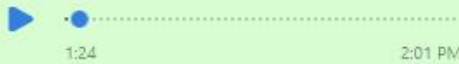

The intonation is all wrong. Sounds computer generated 1:54 PM ✓

Although non English speakers may not realize it 1:54 PM ✓

Non native I mean 1:54 PM ✓



0:11 2:00 PM



1:24 2:01 PM

Listen to the difference 2:01 PM ✓


There has to be emotion behind the speaker, they have to accentuate joy, frustration, anger, relief, etc 2:02 PM ✓

And there are little things like pauses and emphasis that are important 2:05 PM ✓

It's important that the speaker physically smiles when they're saying something happy, and scowls when saying something mean, sad, or serious... You can hear it in a person's voice 2:06 PM ✓

The tone is very important, it makes people feel a certain way about a product 2:07 PM ✓

Oh boy you are born to do this 2:29 PM



2:29 PM

Your voice omg 2:29 PM


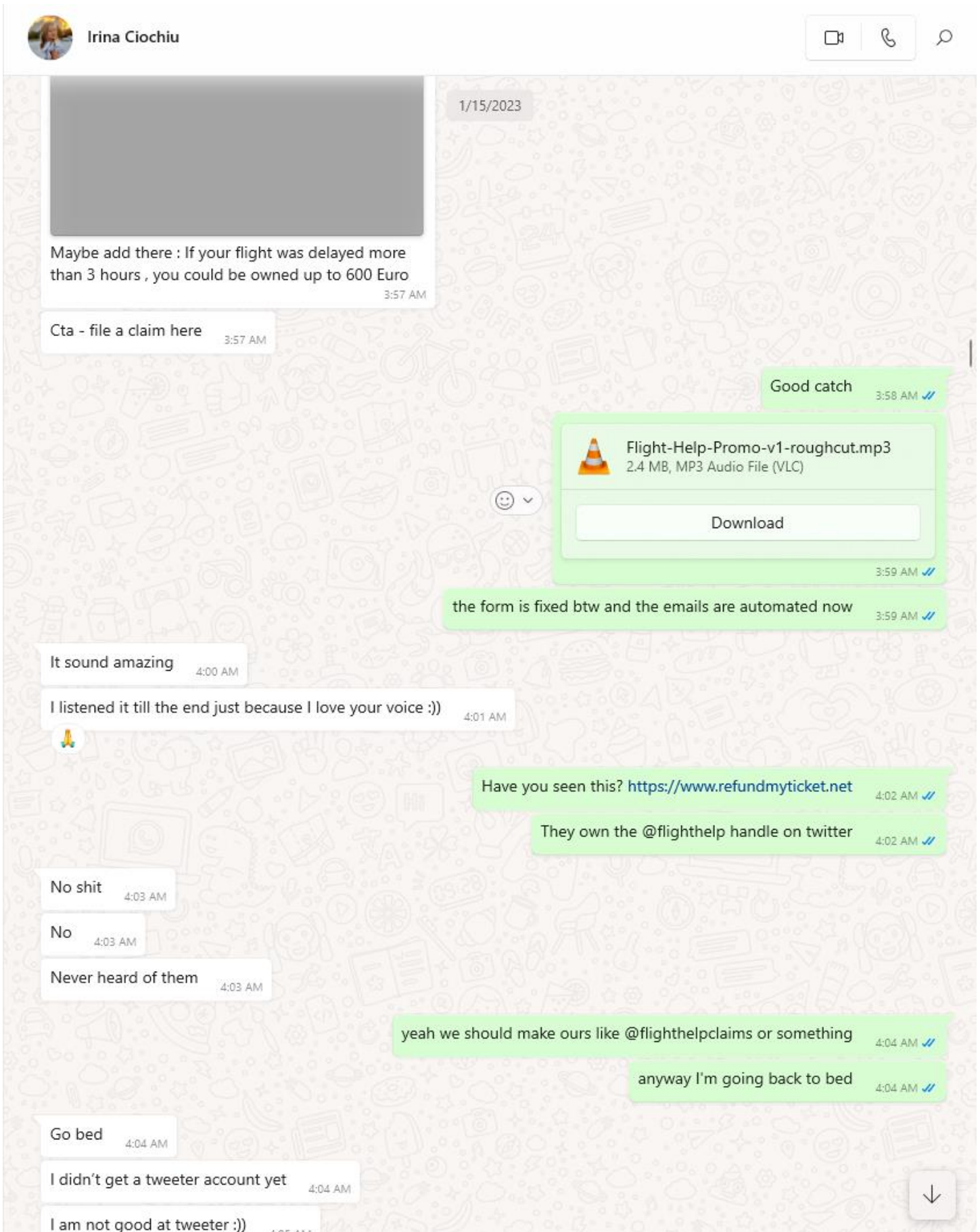






Exhibit 70






**Irina Ciochiu**



#metoo 11:10 AM



1/19/2023

Btw, this is a one-time fee as opposed to paying DropBox Signatures \$300-500 per month

1:42 PM

**WPLogistics** by **approve**



Your Flash Sale Special Pricing:

Lifetime Deal	\$2,900.00
Lifetime Plan for Contract Templates	\$50.00
Flash Sale Lifetime Discount	-\$2,900.00
<b>Flash Sale Deal Total</b>	<b>\$0.00</b>


1:42 PM



I just put it on my card

1:42 PM






0:11 1:42 PM






0:04 1:43 PM





0:40 1:43 PM



Good deal

1:43 PM

Awesome, good job! :)

1:44 PM

Good job on you too getting out tech side on point.

2:18 PM

Working on it!

2:18 PM

Ok I ran 1 h I feel like a rockstar now

2:18 PM

:))

2:18 PM

I'm excited about this setup :)

2:18 PM

Nice!

2:18 PM



## Invoice

**From**

ApproveMe  
2443 Fillmore St  
#380-7600  
San Francisco, CA 94115  
[billing@approve.me](mailto:billing@approve.me)  
<https://www.approve.me>

**To**

Howard Jordan  
[scott@spaceshipcreative.com](mailto:scott@spaceshipcreative.com)

Invoice Date January 19, 2023  
Invoice ID 14399  
Purchase Key 6a643e3b6169a77b6a4f47dc4032ed93  
Payment Status Completed  
Payment Method Stripe

Invoice Items	
PRODUCT NAME	PRICE
WP E-Signature - Lifetime*	\$649.00

Invoice Totals	
Subtotal	\$2,550.00
Discount Code Applied	BFLIFE80
Lifetime Pass for Contract Templates	\$50.00
Total Paid	\$699.00

### Additional Notes

Thanks for being our customer!

Exhibit 73

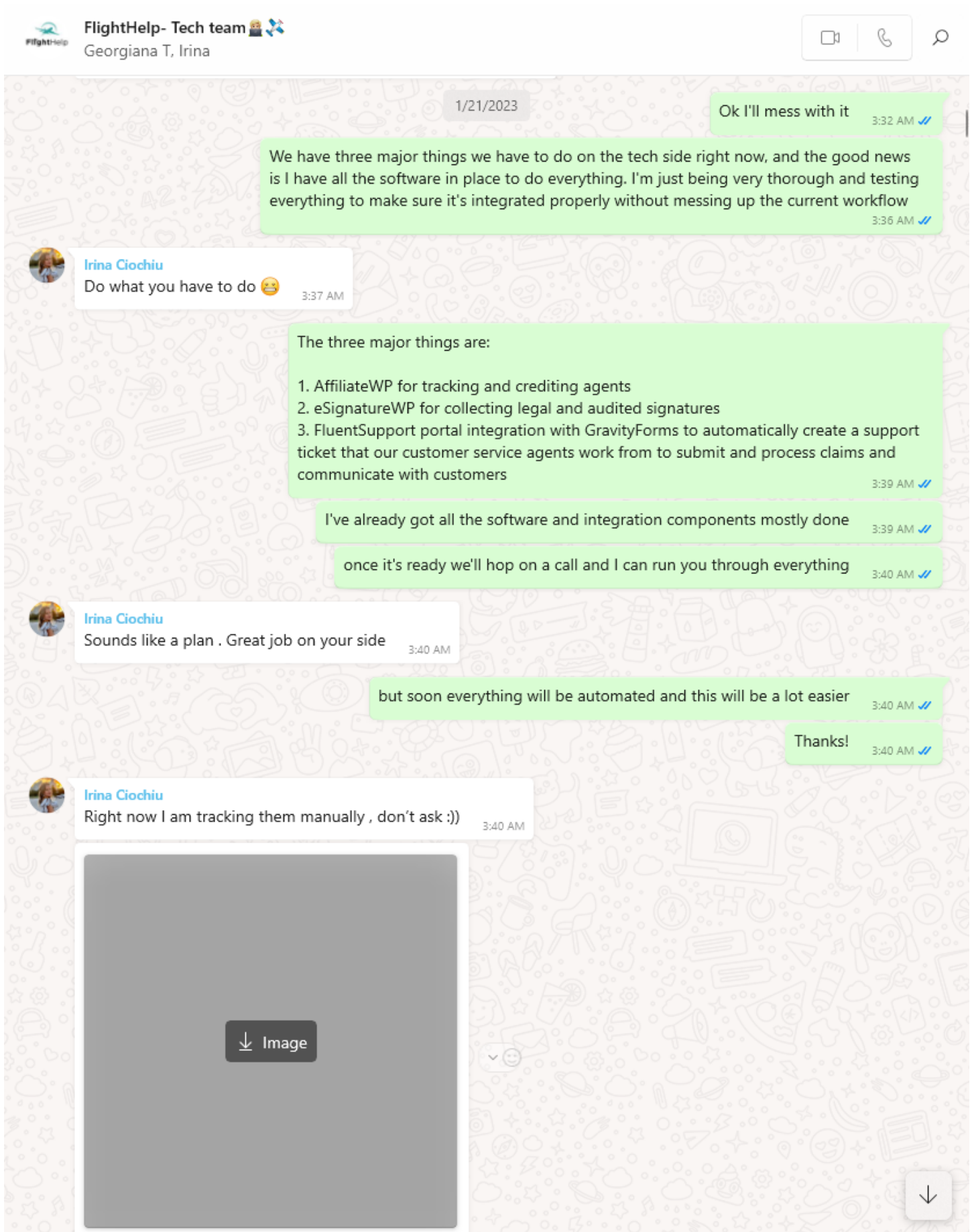





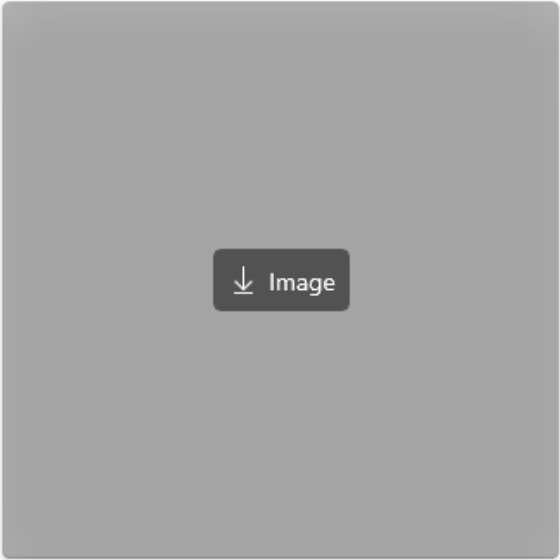


Exhibit 74

**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina



**Irina Ciochiu**  
Right now I am tracking them manually , don't ask ...  
1/21/2023 3:40 AM




Like ..Romanian way :))  
3:41 AM

ha I know. In a way it's important to do the processes manually because it gives you granular insight into exactly how the automations need to function  
3:41 AM ✓✓

So it's a pain in the ass but it's also necessary  
3:42 AM ✓✓


The good news is, aside from infrastructure costs for the servers (which I'm already taking care of) we won't have any recurring costs for online services for things like signatures, support portal, etc  
3:43 AM ✓✓

**Irina Ciochiu**  
**You**  
ha I know. In a way it's important to do the processes manually because it gives you granular insight into exactly how the automations need to function  
You mean it makes us appreciate tech even more :))  
3:43 AM


Haha that too  
3:43 AM ✓✓

no HubSpot, DocuSign, etc  
3:43 AM ✓✓

that will save us a LOT  
3:44 AM ✓✓

**Irina Ciochiu**  
We knew u are a Genius :))  
3:44 AM

You make me blush... thanks  
3:44 AM



## ASSIGNMENT FORM

The undersigned, Claudia Gabriela Bizderea, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower WYNN CAPITAL MANAGEMENT SRL, with the principal place of business in Craiova, str. Parîngului, nr. 72A, jud. Dolj, tax registration number 47078863, J16/2956/26.10.2022, hereinafter referred to as "WCM" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: W63172

Flight number: W63172

Flight provider/airline: Wizz Air

Date of the flight: 01/27/2023

Boarding place: Madrid, A Suarez Barajas Intl

Destination: Bucharest Henry Coandă

The passenger for whom the compensation is requested: Claudia Gabriela Bizderea

The type of event for which the compensation is requested: Delayed

In order to fulfill the present mandate, WCM is authorized by the Client:

- To represent me/us and to request (claim) in my name and in the name of all the other persons for whom the compensation was requested, to take every action needed in order to obtain the financial compensation determined according to the national and international applicable law (such as Reg (EC) 261/2004, US DOT Fly Rights, SHYDpassenger Regulations, and Montreal Convention 1999, but without limitation thereto) regarding my Flight and my flight Reservation, from any natural and/or legal person (including airlines and transport operators) for the damage caused by cancellation, delay, overbooking, or other interruption or for luggage loss/damage/delay, with respect to the Flight operated according to the reservation reference above;
- To file and sign in my name and on my behalf any requests, to submit any documents required by third parties in order to obtain the compensations mentioned, to obtain all the information required from third parties (such as filing information requests allowed by civil and administrative law);
- To collect the entire compensation previously mentioned (for all the passengers for whom the compensation is requested), entirely in the WCM account, as well as to retain from the amount thus collected, the value of the contract Price, and then to transfer to me the difference in a valid bank account expressly mentioned by me;
- To not allow the airline to process my personal data, except in the case when it is needed in order to verify and solve the compensation request;

## Exhibit 76

is requested), entirely in the WCM account, as well as to retain from the amount thus collected, the value of the contract Price, and then to transfer to me the difference in a valid bank account expressly mentioned by me;

- To not allow the airline to process my personal data, except in the case when it is needed in order to verify and solve the compensation request;
- To exercise in my name the right to receive information from the airline (according to article 15 of the GDPR Regulation) in order to manage and to solve the compensation request;
- To initiate and to carry out any type of negotiation, as well as adequate legal measures (judicial and extrajudicial) in order to collect my claim from the transport operator/airline;
- To sign contracts of legal support with an attorney, in my name and/or on my behalf, as well as with respect to all the other persons mentioned in the compensation request, in order to initiate legal action regarding the compensation owed to me/to us, if the airline does not pay the compensation following the WCM steps. Through the legal support contract, the attorney will be empowered to act on our behalf, to initiate legal action and any other procedural steps, remedies at law, as well as to present to the court and the parties any relevant documents regarding the ordering of the airline to pay the compensation, including to disclose to the parties in the lawsuit and to the court my personal data and those of the other persons on whose behalf the compensation is requested, to this aim.
- To be replaced by any third party during the performance of the object of the present contract. The substitute third party will be able to exercise the same rights, in the name of the Client and they will be able to perform the same operations mentioned by the present contract as incumbent upon WCM.

The present mandate will take effect during the entire period of time needed in order to fulfill it.

The present mandate is created in a bilingual form, in Romanian language and English language, as the Client expressly affirms that they know and understand at least one of these two languages and that the Mandate provisions

are in accordance with their will. In the case of a possible conflict of interpretation between the English language

and Romanian language versions, then the Romanian language version shall take precedence.

Signed,



X

Signed by Claudia Gabriela Bizderea  
Signed On: 29.01.2023

X Irina Ciochiu

Signed by Irina Ciochiu  
Signed On: 29.01.2023

## Signature Certificate

Document name:

File A Claim - Client Rights Assignment - Claudia Gabriela Bizderea

Unique Document ID: 88531F9034B23F3F9302DB3C50C5D9E2D16B0F4D

LEGALLY SIGNED USING  
**WPesignature**  
Build. Track. Sign Contracts.

**Claudia Gabriela Bizderea**

Party ID: 396c7ff7-21cf-4e5f-ab66-073fef9eb79a  
IP Address: 109.166.134.90  
Security Level: E-mail

Digital Signature:



**Irina Ciochiu** | ● 00:00

By the way, we got a second contract with one of the largest travel agencies in Romania. So whenever you get a chance, if we can get the emails ready and the referral link, because I don't want, I put a team in place to actually go and talk with those people and I don't want to discourage them. Even if half ass done now, if we can get the email ready, I tagged you on trello, and even if the payouts links are not properly set up, I think it'll be great to keep the ball rolling and get them encouraged to go and conquer all the agencies. Because by the way, Expedia doesn't even exist in Romania. Like 50% of the people there are buying their tickets still from travel agencies, I think this is going to be major to put us on the map over there.

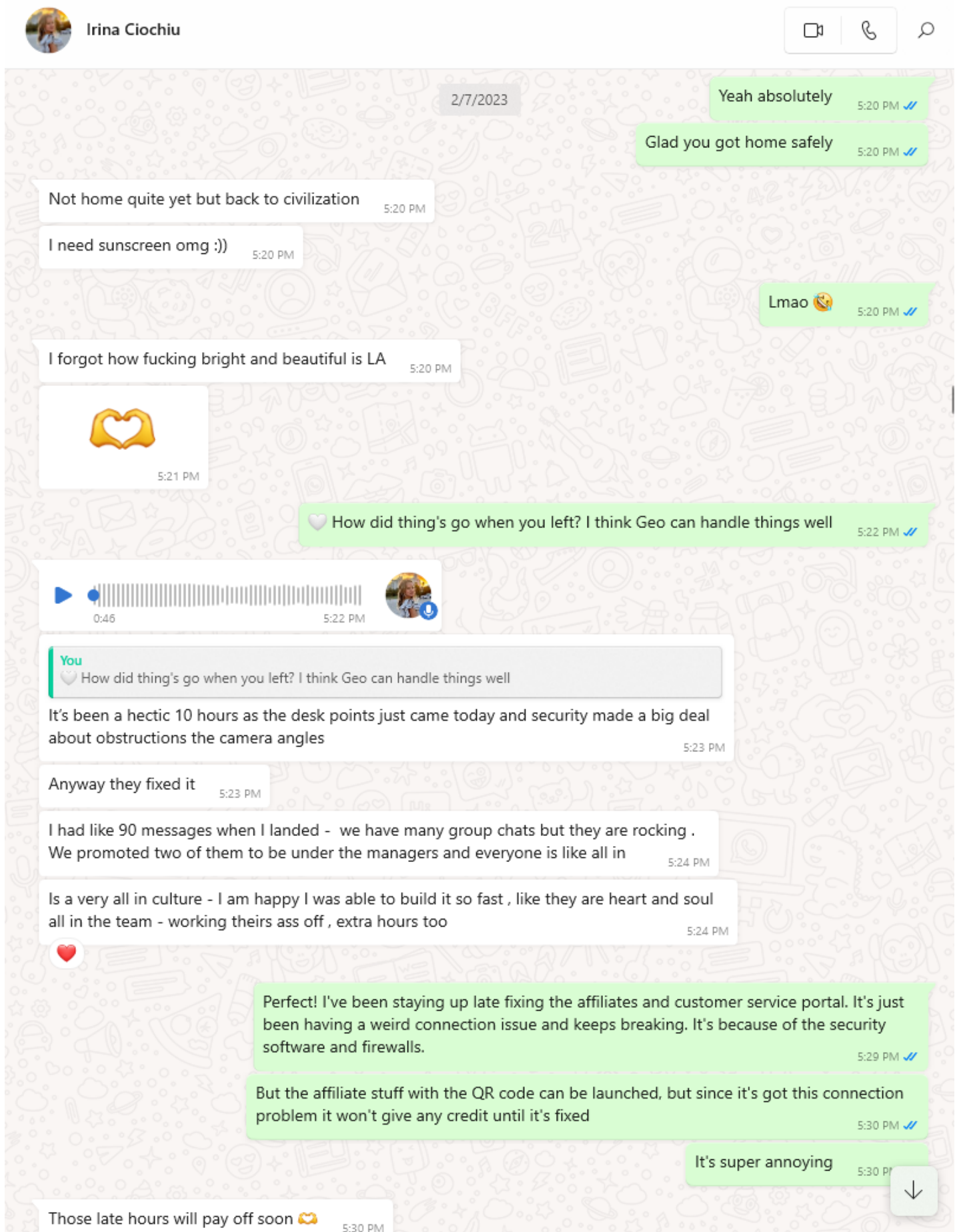



Exhibit 79

 Irina Ciochiu

5:38 PM

2/8/2023


Hey what's your address again? Need it for this SLLC 6:20 PM

12011 goshen avenue , #103 Los Angeles ,CA , 90049 6:21 PM

k perfect, you're added 6:22 PM

Can use it for flower delivery too 😊😊 6:22 PM

haha touche' 6:22 PM



Here's the SLLC info 6:23 PM

review the additional articles and make sure you agree. We can form our own operating agreement later 6:24 PM

this is just for state filing 6:24 PM

The operating agreement governs things like ownership percentages and everything else 6:24 PM

yah all good 6:25 PM

i heard that should be illegal to be signed within US and should be signed only from Maldives or similar territories 6:27 PM

## Exhibit 80

**Name**  
FlightHelp LLC

**Filing ID**  
(New)

**Type**  
Limited Liability Company

**Additional Designation**  
Series and Close

**Number Of Series**  
1

**Filing Date**  
02/08/2023

**Delayed Effective Date**  
(none)

**Term of Duration**  
Perpetual

**Formed in**  
Wyoming

**Mailing Address**  
5110 Allison Ave  
CHARLOTTE, NC 28226  
USA

**Principal Office**  
30 N Gould St  
Suite 5178  
Sheridan, WY 82801  
USA  
Phone: (704) 408-1330  
Email: scott@flighthelp.eu

### ORGANIZERS

Name: Howard Scott Jordan  
Address: 5110 Allison Ave, Charlotte, NC 28226

Type: Organizer

Name: Irina Ciochiu  
Address: 12011 Goshen Avenue, #103 Los Angeles,  
CA, 90049

Type: Organizer

### ADDITIONAL ARTICLES

#### Article #: 6

##### Detail:

Limitations on Liabilities: Each series within the Company shall be considered a separate and distinct entity and shall only be liable for its own debts, obligations, and liabilities. The liabilities, debts, and obligations of one series shall not be the liability, debt, or obligation of any other series or of the Company as a whole. However, this limitation on liabilities shall not apply to acts or omissions of a series that are outside the scope of the series' purpose or activities, or if the series are not properly maintained and documented in accordance with applicable law. The Members of each series shall only be personally liable for the debts, obligations, and liabilities of such series to the extent provided for in the Operating Agreement of such series.

#### Article #: 7

##### Detail:

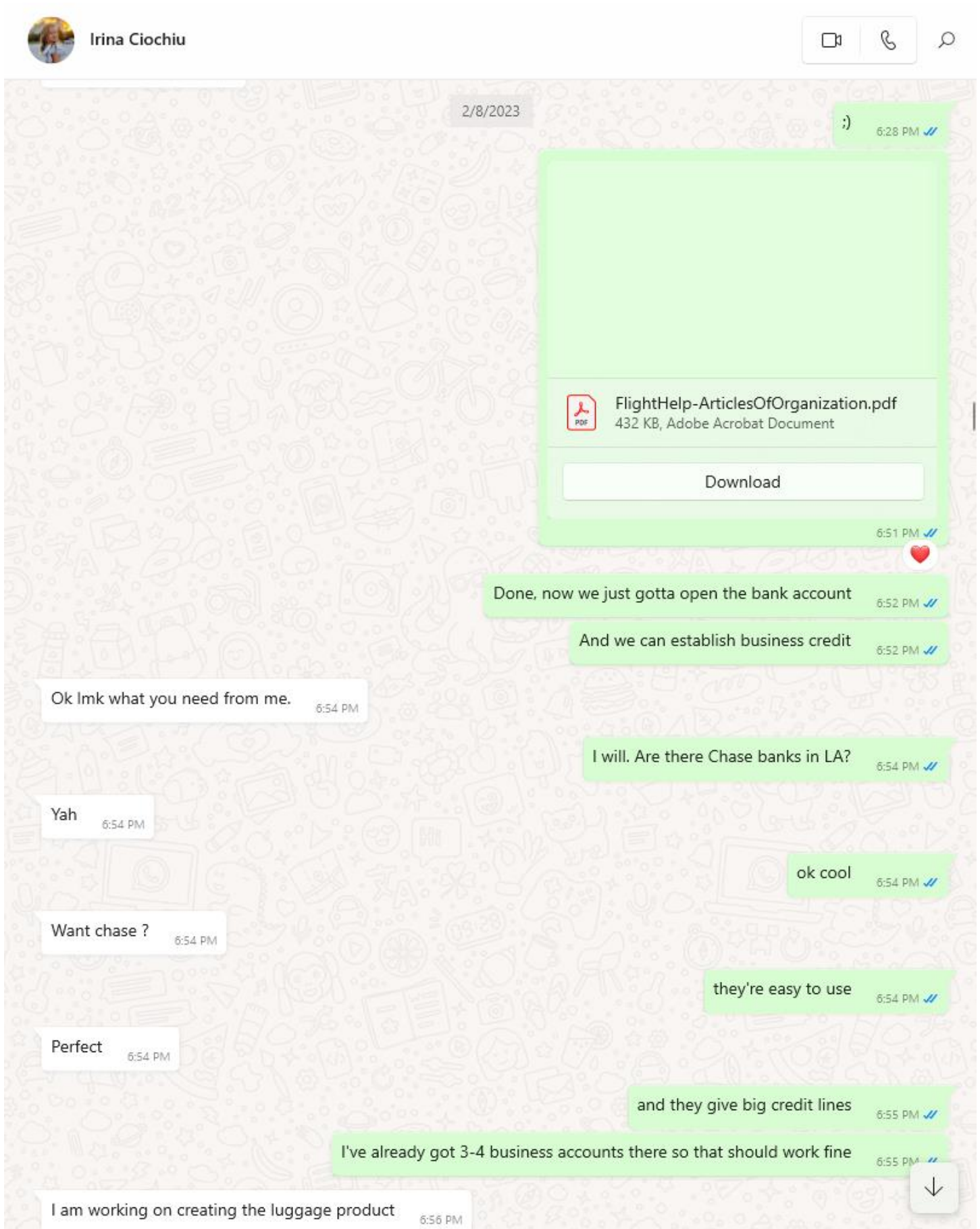
Ownership of WYNN CAPITAL MANAGEMENT SRL: FlightHelp SLLC, a series within the Company, shall be the sole owner of WYNN CAPITAL MANAGEMENT SRL, a foreign corporation organized under the laws of Romania. FlightHelp SLLC shall have the power to manage, control, and direct the business and affairs of WYNN CAPITAL MANAGEMENT SRL, subject to the limitations set forth in the Operating Agreement of FlightHelp SLLC. The assets of WYNN CAPITAL MANAGEMENT SRL shall be kept separate and apart from the assets of FlightHelp SLLC and of any other series within the Company, and the debts, liabilities, and obligations of WYNN CAPITAL MANAGEMENT SRL shall be enforceable only against the assets of such foreign corporation.

#### Article #: 8

##### Detail:

Purpose of the Company: The Company is organized as a Series Limited Liability Company for the purpose of conducting business, including but not limited to owning, managing, and investing in foreign subsidiaries. The Company may establish one or more separate and distinct series within the Company, each of which shall have the power to own its own assets, conduct its own business, and incur its own liabilities. The Company and its separate series may engage in any lawful business activity, subject to the limitations set forth in the Operating Agreement. The assets of each series shall be kept separate and apart from the assets of the Company and of any other series, and the debts, liabilities, and obligations of each series shall be enforceable only against the assets of such series.

Exhibit 81



**Irina Ciochiu**

Hey. So, I broke down a list with expenses that we have for operational every month, and here we go. The team's still not completed, but also the salaries expected to have for the people on the ground... In addition, on this, I will say we need four more Phillipines.

So, I think this team should be good enough to operate for the speed of the claims that we are getting currently. And this includes Georgiana's salary. Obviously, it's not including paying us out. So, this is for the operational at this airport.

**Irina Ciochiu**

It's more than I thought it is, because I didn't count the taxes of the workers, which, they're like insane stupid. And this don't include the legal work, which is going to be, that's the retainer for the lawyer for buybacks. When we are doing stuff here, but for each claim, we have to have a budget of ten EURO per claim. Which obviously we will recover afterwards, but it has to be paid before we actually go ahead and sue the airlines.

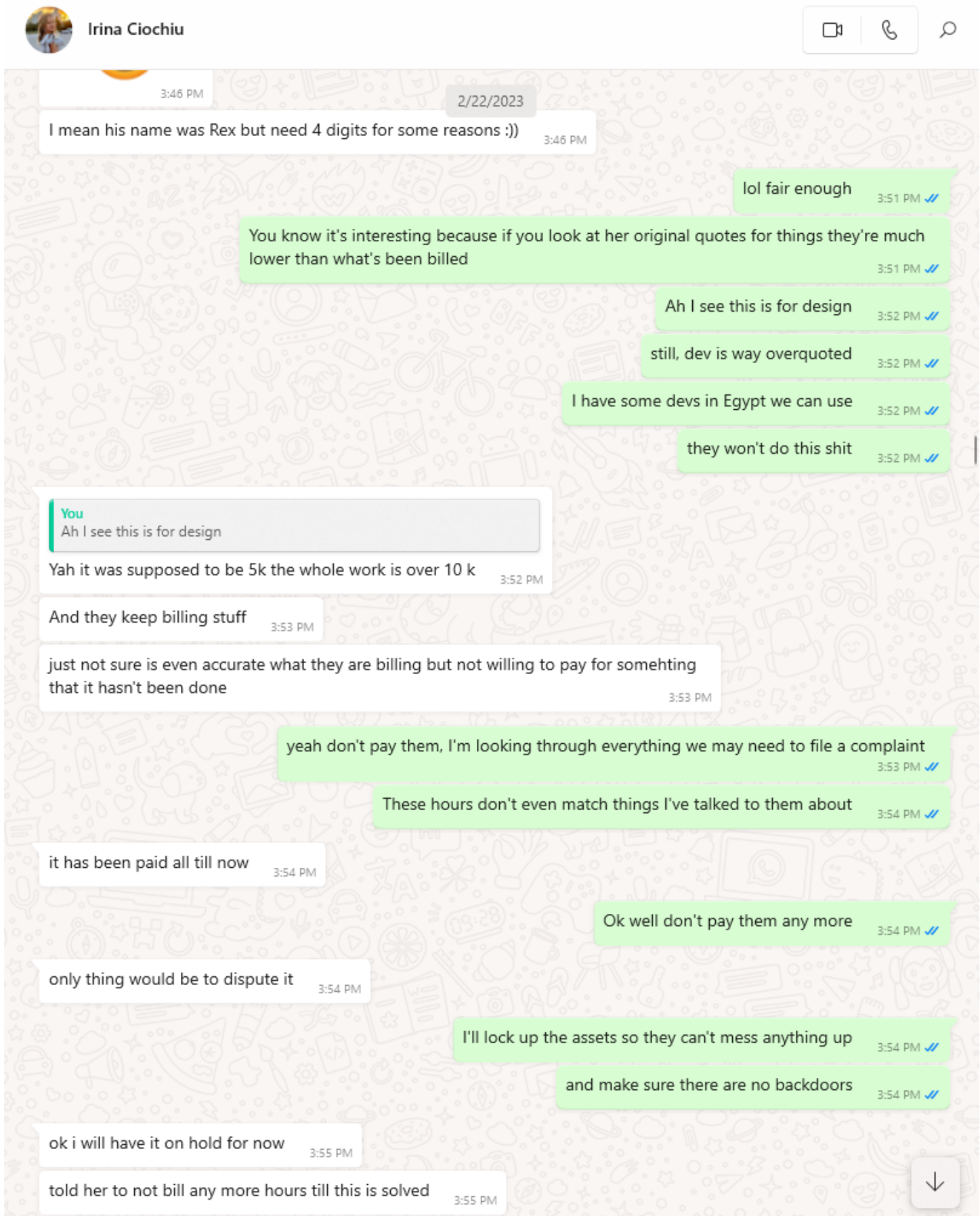
**Irina Ciochiu** | ● 00:01

Also, once we going to get the office, we're going to have a part of those people help with the processing claims while they're on standby in the airport, like the night shift. So then we'll have to buy more computers and stuff like that. I already got each of them on iPad, so they're good for processing claims, but it's very hard to actually put them on a system. So probably only computers and all that. But it's still pending waiting for the office, and I don't have the code yet for the office, but it shouldn't be that much added.

**Irina Ciochiu** | ● 00:00

Also on a good note in the third quarter of this year, we'll be able to get some grants from EU. This is a new company and we can qualify for maybe a hundred grand that is not refundable. Obviously you have to hold people hired for two years and set the requirement, but EU is funding a lot of new businesses. So we need to have at least six months in the business to be able to apply for it. But already got in touch especially is like free money from the government from the EU to help us. But that will come on second quarter of this year. So we can count on at least covering two months of the expenses from that by the end of the year. So that's good news too. Those people that have processed those kind of grant loans, they take about 10% of the money that they raise and can be deducted as an expense. It has to just be prepaid of course. So we are not qualified yet. We have to wait little bit more, but once we pass those six months, we could apply for them. They are called EU grants we could search about too, but we could at least we can tap into that too. And they're not refundable.

Exhibit 86





Irina Ciochiu



2/23/2023



Clockify\_Time\_Report\_Summary\_01\_05\_...  
334 KB, Adobe Acrobat Document

Download

3:22 PM ✓

This is what a billing statement should look like, you'll notice each task is tracked to the minute

3:22 PM ✓

this was for maintenance on one of our other projects

3:22 PM ✓

Yah they are a ripoff. I get it if you plus +50%

3:23 PM

But not 300%

3:23 PM

Come on

3:23 PM

if I had the Ukes do this and they billed 1hr for each thing they would have billed me about double what Ebrahim did

3:23 PM ✓



3:24 PM

how are we doing on the pitch deck ?

5:14 PM

have bunch of networking events coming up and the only reason why i would show my pretty face to would be to raise \$\$\$\$

5:15 PM

also can we index the website - people are mixing us with airhelp

5:24 PM

they remember flighthelp and when they google us it show airhelp

5:24 PM

had few people which submit with other people - we called them and they were like ... well when we put your name on google this is what it showed

5:25 PM



Finishing it up. We show up on Google but we're ranked #5

5:40 PM ✓

Got it .

5:40 PM

Airhelp will take a little while to beat with SEO and there's [flighthelp.com](https://flighthelp.com) that's a lot older than us.

5:41 PM



Exhibit 88

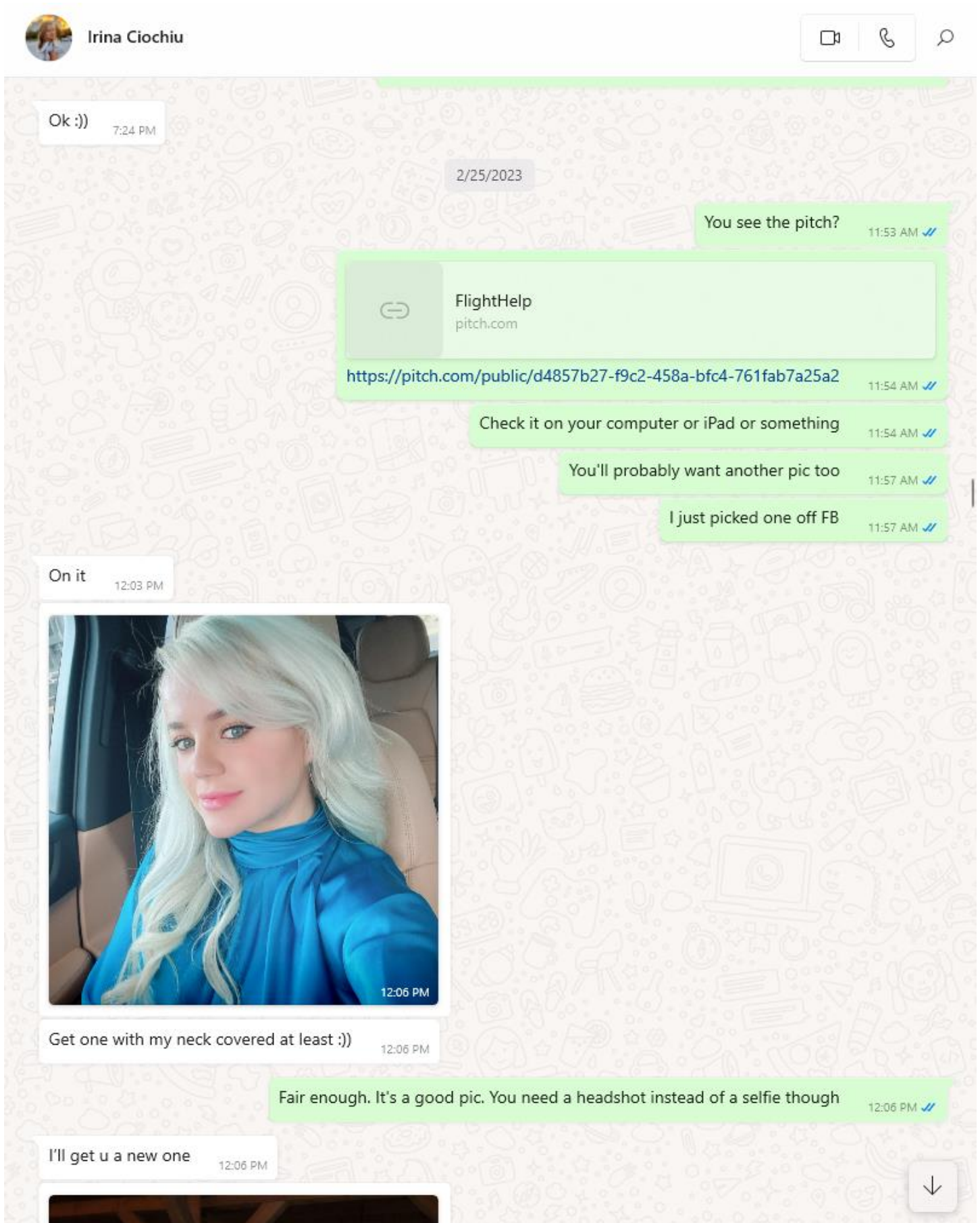
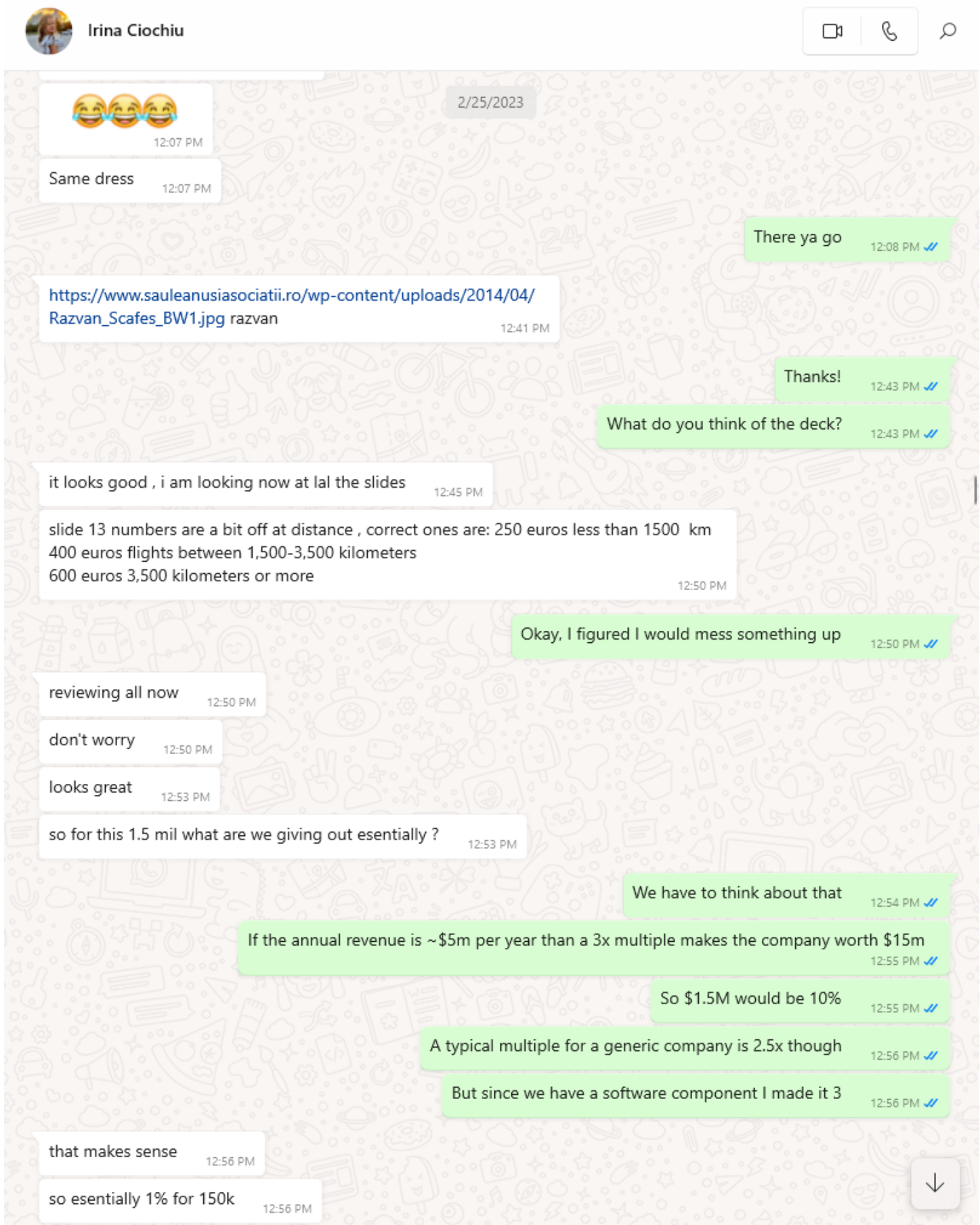
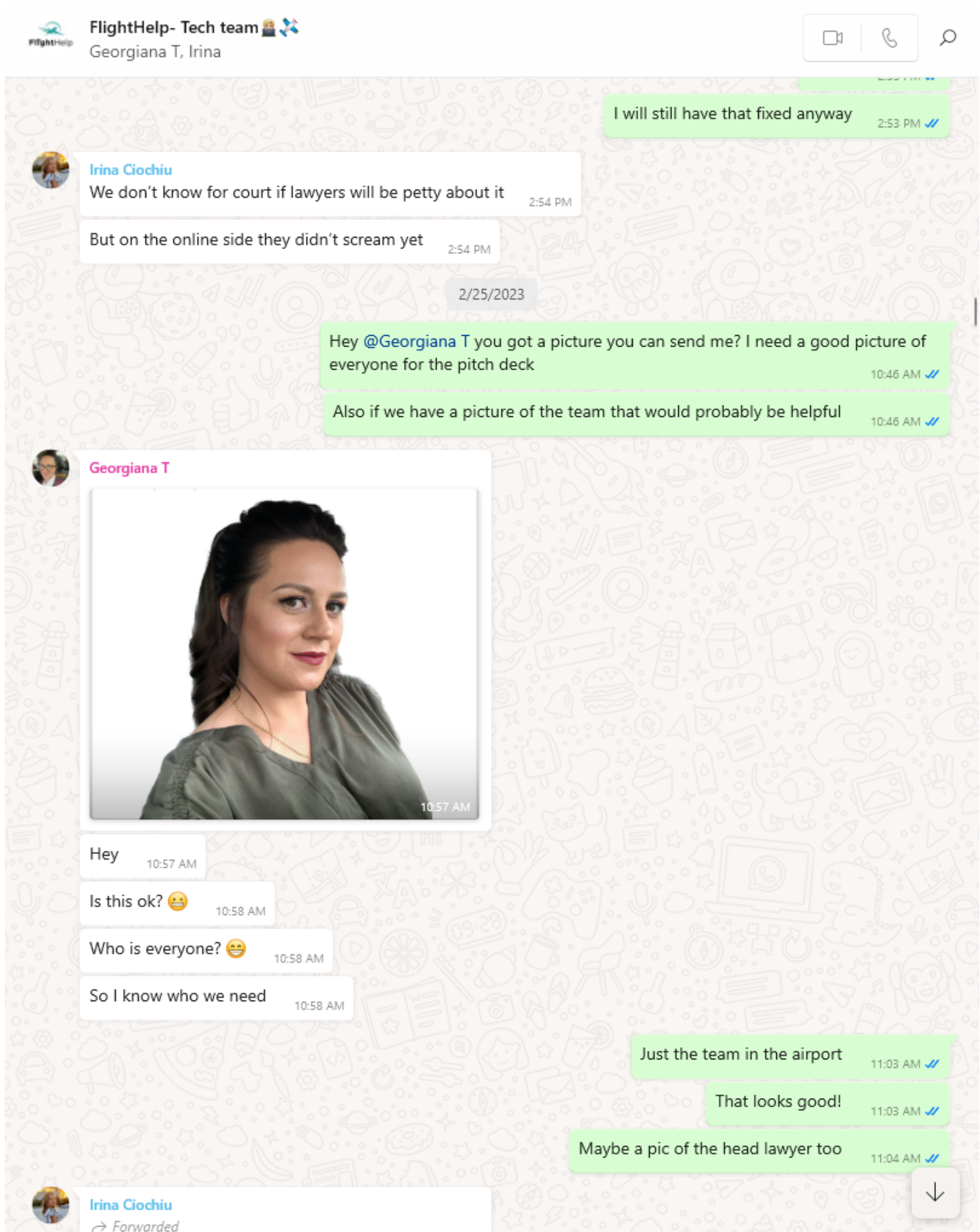


Exhibit 89



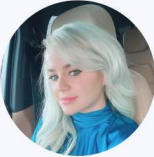


## Meet the team

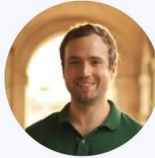
Our founders have over 25 years of experience building successful startups in the digital marketing, live events, training, and legal space. Our CEO, Irina, hails from Romania, and met our CTO, Scott, while taking part in the WarRoom mastermind, an exclusive group for founders of high revenue businesses.



Part of our Romanian Outreach Team



**Irina Ciochiu**  
CEO



**Scott Jordan**  
CTO



**Georgiana Iulia**  
Director of Operations



**Razvan Scarfes**  
Head of Legal

Exhibit 92



Irina Ciochiu



2/25/2023

Ok

12:57 PM

Honestly I think we probably need more time because the revenue projections are totally estimated

12:58 PM

Like I know what pending commitments we have but I don't actually know what our revenue rate looks like when everything and everyone are clicking at full speed

12:59 PM

Like once the software is fully integrated what kind of efficiency boost we get

12:59 PM

obviously will sky rocket once we get our shit together

12:59 PM

Yeah I know but it's hard to pitch when you don't have solid numbers

1:00 PM

You're telling investors you want a lot of money for what amounts to a good guess

1:00 PM

but the problem is that i don't have cash to sustain it till all the software is fully integrated it - i suspect it will still take a while

1:00 PM

The software will happen faster now

1:01 PM

I spent a few hours with Ebrahim on it and he seems to think we can have everything running right in a couple of weeks

1:02 PM

like the next check transfer i need to make is about 16k in about 4 days but after that i'll probably need to sell my home to get liquid cash and this is not a great time to sell either

1:02 PM

will take a while

1:02 PM

but on the same time obviously we don't wanna give up more than we need

1:04 PM

Well the other options are to wait until the claims come through or get an investor. Once the cash starts flowing I don't mind putting some money in either

1:04 PM

So right now there are pending 20.650\$ to be recieved from the airline and they claim to be anywhere between 7-10 days

1:06 PM

Ah that's great

1:06 PM

customers don't know we won the claims yet

1:06 PM

But we have to pay out 65% of that right?

1:06 PM



Exhibit 93



Irina Ciochiu



customers don't know we won the claims yet

1:06 PM

2/25/2023

But we have to pay out 65% of that right?

1:06 PM

ideally we would wire them the money as soon as we are getting the win but i guess we can wait a bit on paying them

1:06 PM

yes

1:06 PM

but the contract doesn't say when we pay them

1:07 PM

on x amount of days

1:07 PM

ideally we don't wanna do that

1:07 PM

but that could be a "possible" internally cash flow

1:07 PM

Yeah you don't want to get in the habit of paying late because it can quickly become like a Ponzi scheme

1:07 PM

although i'll rather raise \$\$\$\$ from an investor

1:07 PM

If we have cashflow and can service the debt I can also look at financing

1:08 PM

That would be best because then we don't give up any equity

1:09 PM

i know that would be best

1:09 PM

but i think will need to be a mixture of both

1:10 PM

not sure what cashflow you need to show to be able to get financing

1:10 PM

like you can't show them .. look we won the cases they said they will pay in 7-10 days

1:10 PM

like we have the communication with them but before they actually start pay

1:10 PM

Yeah we need AR statements to show the banks

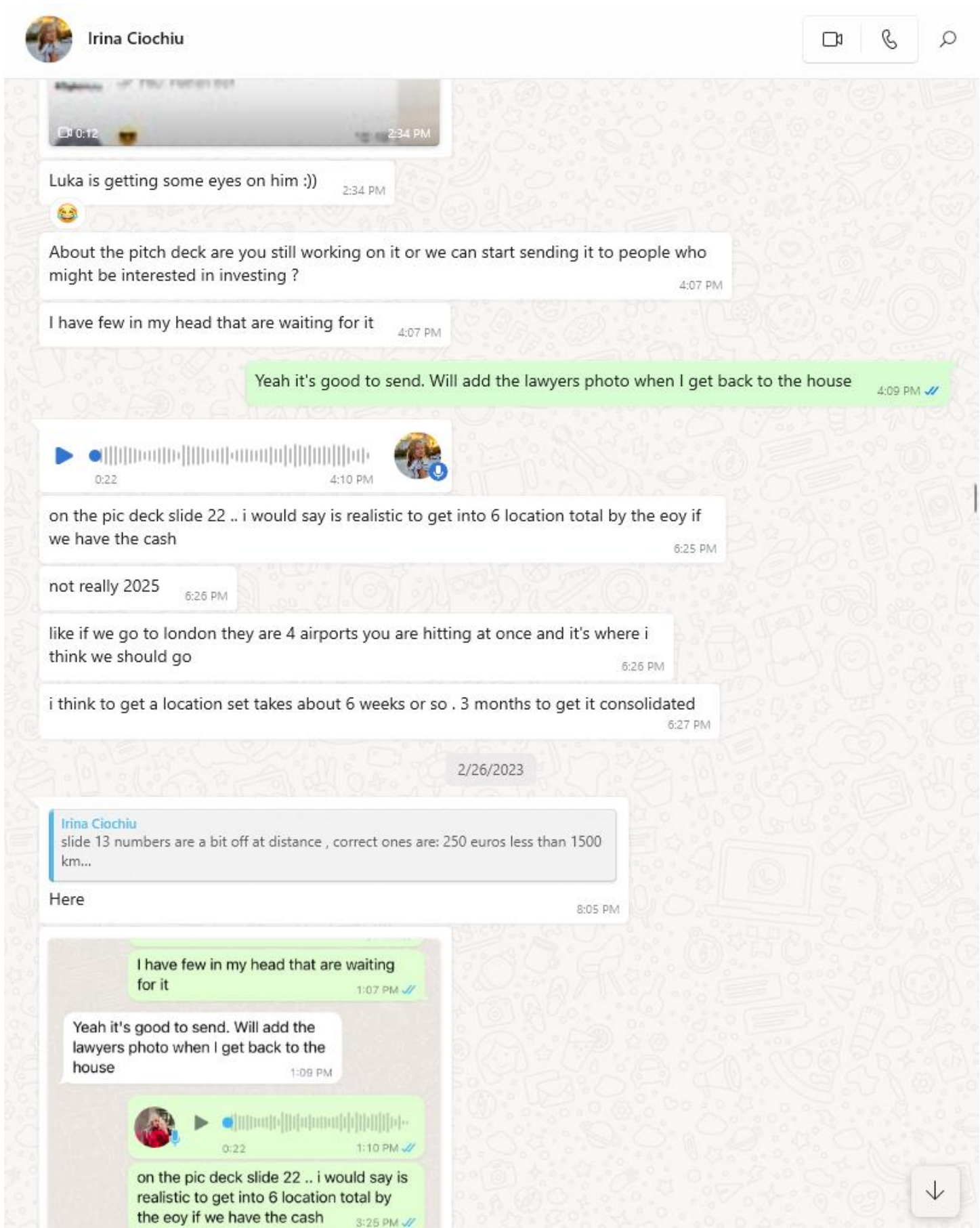
1:10 PM

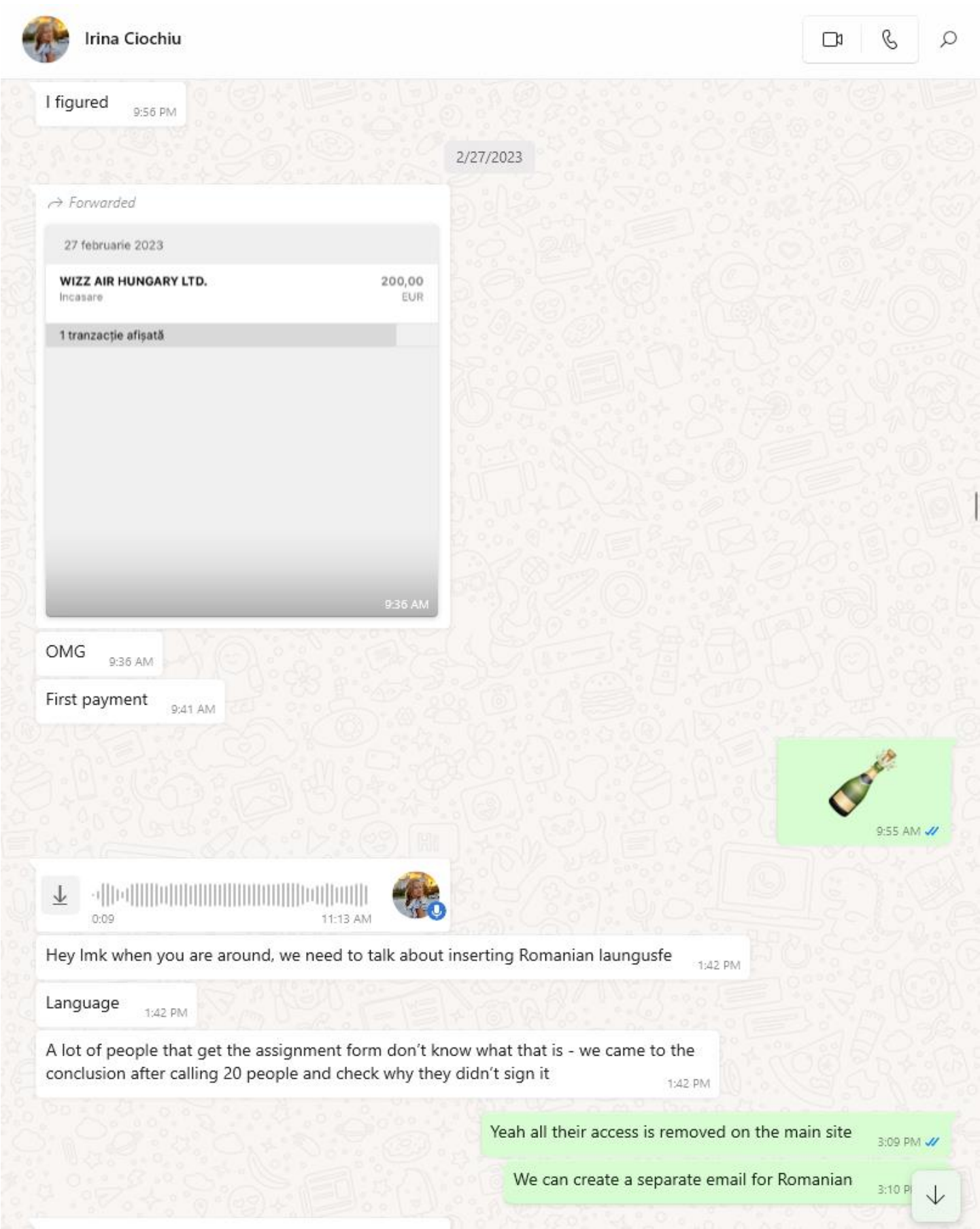
uhh i am so stressed about it

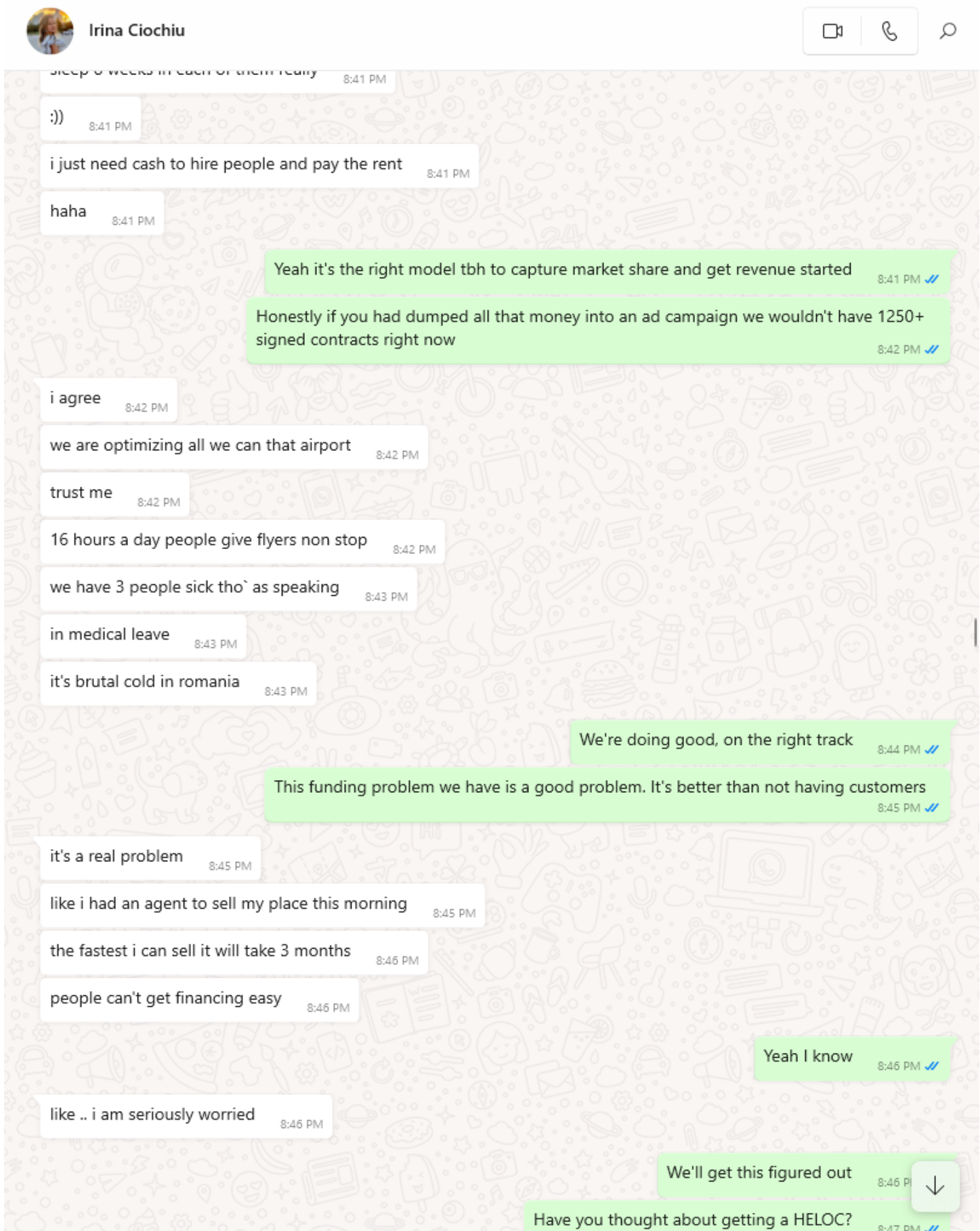
1:25 PM

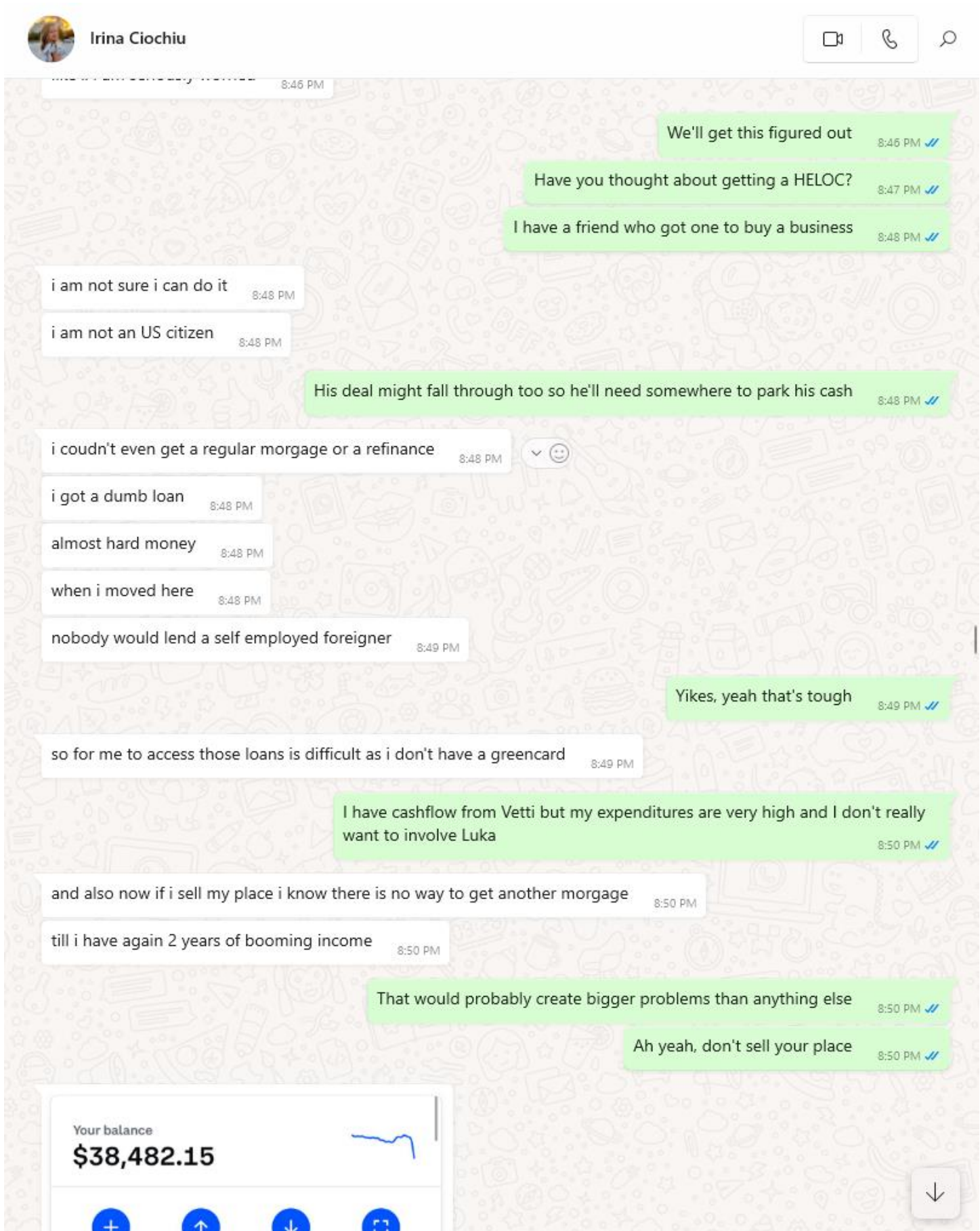



Exhibit 94
















**Irina Ciochiu**




Your balance

\$38,482.15







Buy




Send




Receive




Scan




Card



Earn interest




Learning rewards



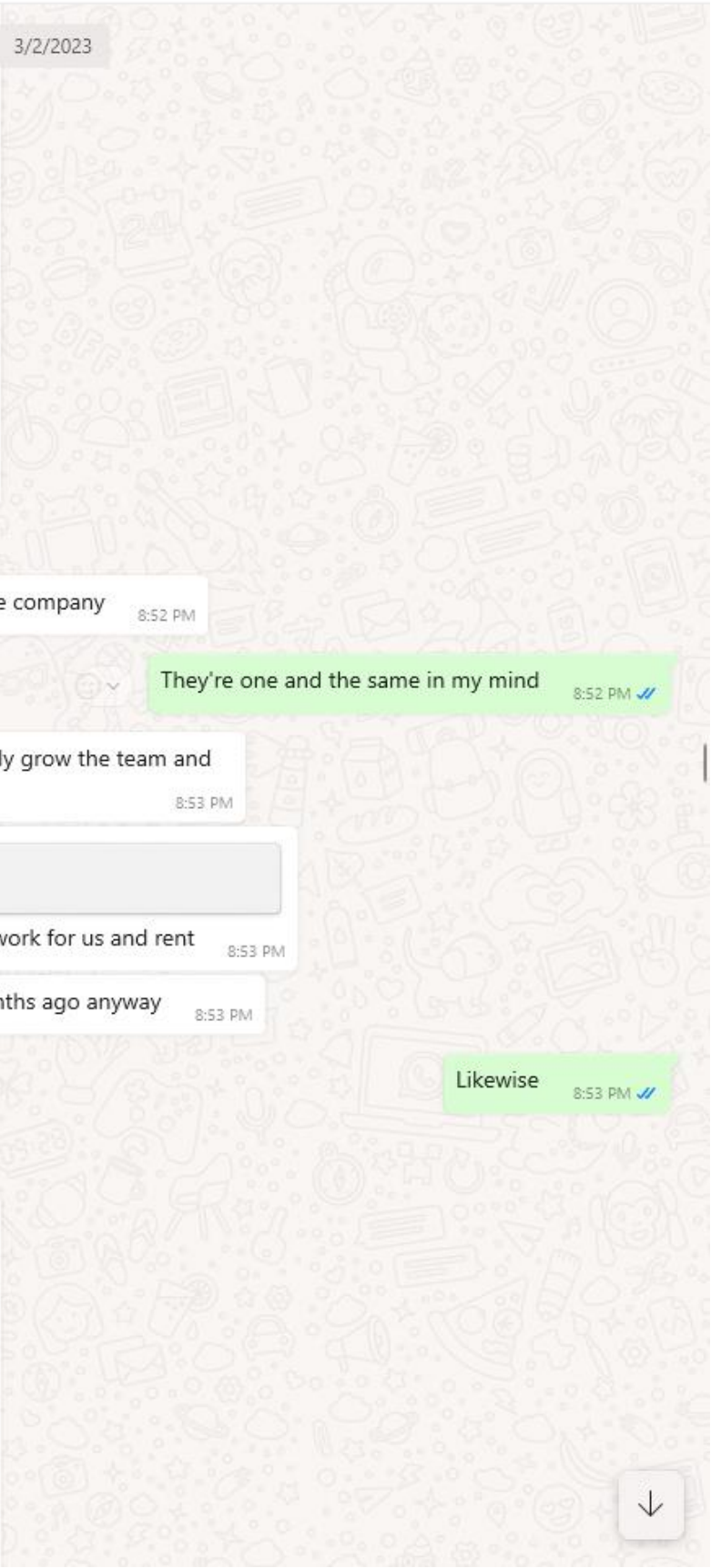
Recurring buys

Become a crypto advocate

Learn how you can help shape pro-



3/2/2023



i mean this is all my cash really .

8:51 PM

i am not concerned for myself , i am concerned for the company

8:52 PM

They're one and the same in my mind

8:52 PM ✓✓

hence i want to raise the cash so i can focus on actually grow the team and make them productive

8:53 PM

You

They're one and the same in my mind

same . i mean i am concerned about the people that work for us and rent

8:53 PM

not personally me . i do nothing but work since 6 months ago anyway

8:53 PM


Likewise

8:53 PM ✓✓

:))

8:53 PM

Financials, May 2022





\$1.2M

\$1,000.0K




\$800.0K


\$600.0K





**Irina Ciochiu**





9:26 PM

Like here I am not bs you

9:26 PM


JFC that's bad

9:26 PM


I believed you btw

9:26 PM

How can we help?



**Hello, Irina**

 **Bank of America Life Plan®**  
Your next steps are ready. Let's go!

**My Rewards**

**Bank of America**

Adv Plus Banking - 7577  
**\$942.50**  
Regular Savings - 7593

**VIEW**

Like I am full transparent

9:27 PM

I get it, don't sweat it we're going to get through this

9:27 PM

Ok 🤔

9:27 PM


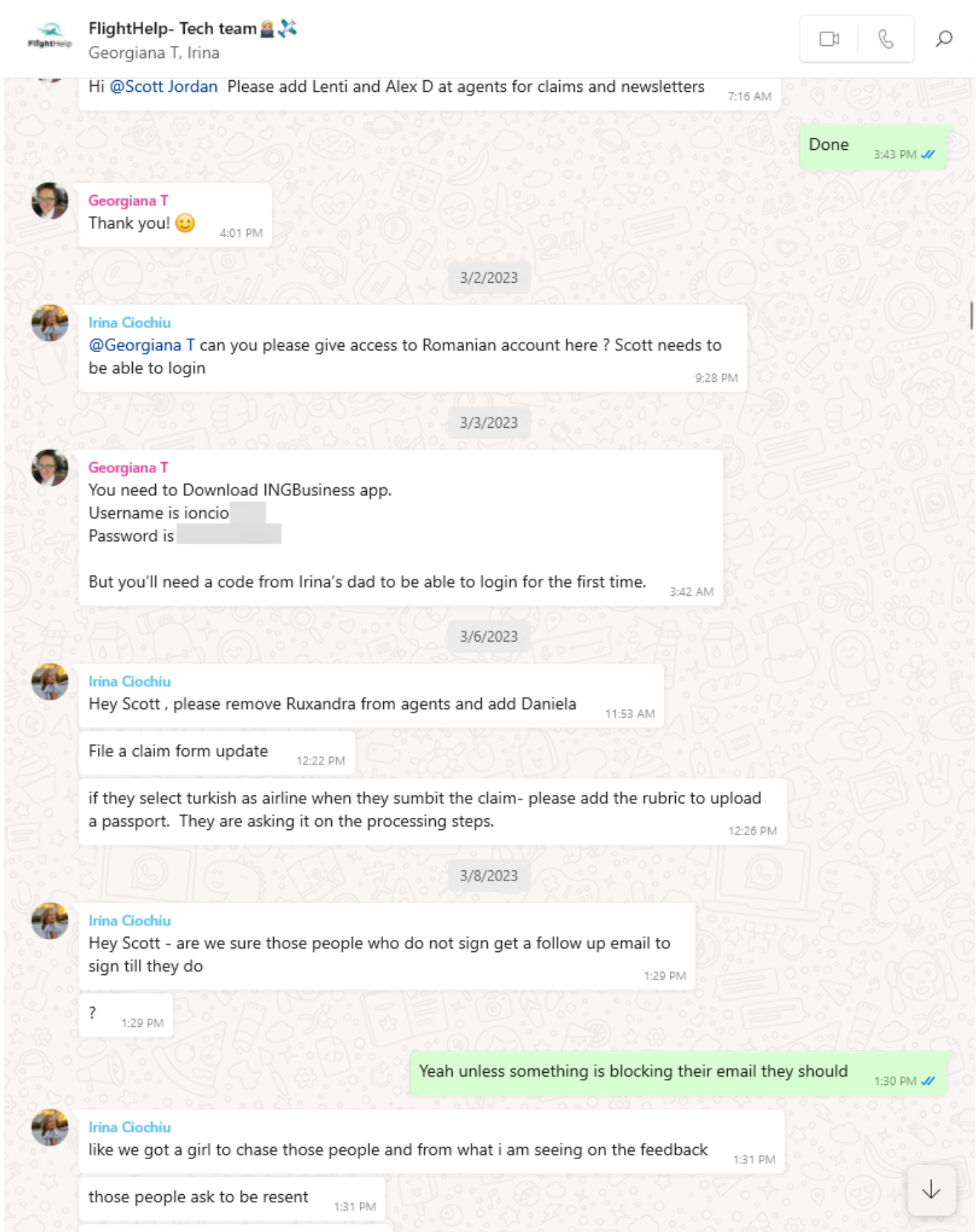
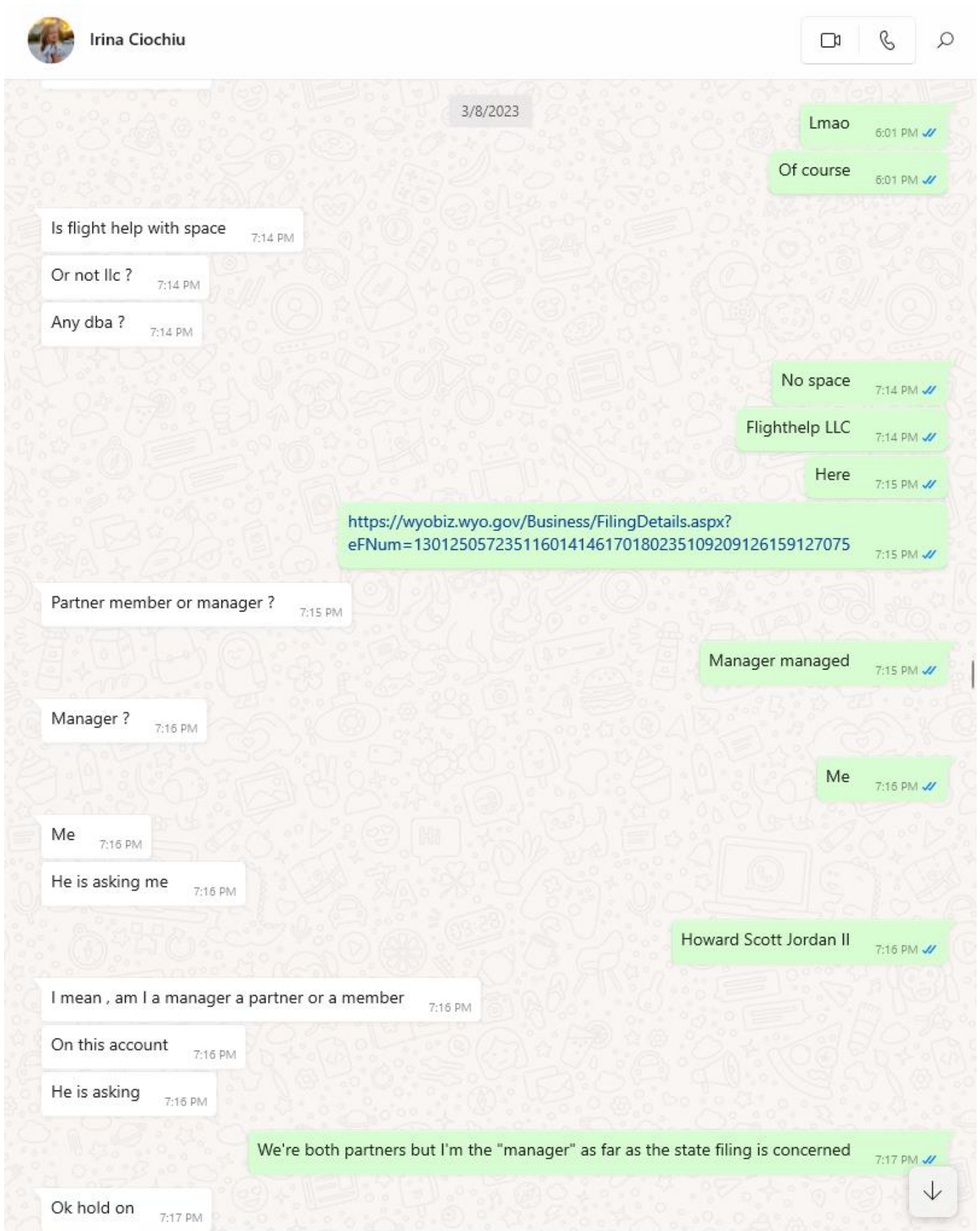


Exhibit 100







Irina Ciochiu



We're both partners but I'm the "manager" as far as the state filing is concerned

7:17 PM ✓✓

Ok hold on

7:17 PM

He is printing it as the have specific questions that have to be filled same as you did

7:18 PM

Waiting for him to print it out

7:18 PM

Ok. It's that way so I can do business on our behalf if you're in Europe for example. Being a "manager" doesn't bestow any more power, it's just who manages the paperwork and filings and stuff

7:18 PM ✓✓

Got it .

7:19 PM

So I should be a partner

7:19 PM

Yeah

7:19 PM ✓✓

I believe you're listed as a manager on the filing too though

7:19 PM ✓✓

Ok hold on to see the form

7:20 PM

CHARLOTTE, NC 28226  
USA

➤ Additional Details

➤ History

➤ Public Notes

➤ Parties

**Howard Scott Jordan (Organizer)**

Organization:

Address: 5110 Allison Ave, Charlotte, NC, 28226

**Irina Ciochiu (Organizer)**

Organization:

Address: 12011 Carver Avenue #102100

7:20 PM

Yeah we're both listed as organizers

7:20 PM ✓✓

But it's a "manager" managed LLC meaning one person is responsible for doing all the business license filing and whatnot

7:21 PM





Irina Ciochiu



Yah he's on it

7:29 PM

3/8/2023

Won't leave the bank without it done

7:29 PM

Don't worry :))

7:29 PM

Ok cool. I just need that so I can go finish the account tomorrow

7:29 PM ✓✓

company has investors or multiple owners. In that case, all the members can collectively manage the LLC, or the LLC can elect a manager.

Whoever is in charge of management will be able to make the following types of decisions on behalf of the company:

- Enter into legally binding contracts and sign agreements.
- Buy and sell real estate, equipment, vehicles and other business assets.
- Open, close and manage business bank accounts.

7:31 PM

And btw this is the reason for the manager distinction

7:31 PM ✓✓

It makes it a lot easier to do legal things when only one person has to do it versus having to get everyone to handle things. I've had this issue with other companies where it's "member managed" and it's a huge pain in the ass

7:32 PM ✓✓



0:15

7:33 PM



We can also change it at any time

7:33 PM ✓✓

Ok cool

7:33 PM ✓✓

So just to be clear partner I have to select

7:35 PM

( I did already )

7:35 PM

Sorry driving to get the damn pass

7:35 PM



0:07

7:45 PM



## FlightHelp LLC Operating Agreement

This Operating Agreement ("Agreement") is made and entered into on 03/08/2023 by and between Irina Ciochiu, with a mailing address of 12011 goahen avenue #103 , Los Angeles CA, 900 and Howard Scott Jordan II (hereafter referred to as "Scott Jordan"), with a mailing address of 5110 Allison Ave. Charlotte, NC 28226 (collectively referred to as the "Partners").

### Purpose of the Business

The purpose of this LLC is to own and consolidate revenue from foreign registered subsidiaries which are required to do business in countries outside of the United States. The name of the Company is Flighthelp LLC ("A Wyoming registered Close and Series LLC").

### Ownership

The ownership of the company shall be divided as follows:

Irina Ciochiu shall own 51% of the Company.  
Scott Jordan shall own 49% of the Partnership.

### Management

The management of the business shall be conducted by Scott Jordan, who shall serve as the Managing Partner. The Managing Partner shall have the authority to manage, direct, and control the legal business affairs of the business. Irina Ciochiu shall have the right to participate in the management of the business, but shall not have the authority to act on behalf of the business without the consent of the Managing Partner. Partners shall have the authority to manage any subsidiaries created for the purposes of being part of the "series" of businesses managed by FlightHelp LLC.

### Distributions

All profits and losses of the business shall be divided among the Partners in accordance with their respective ownership interests. The Partners shall be entitled to receive distributions from the business in proportion to their respective ownership interests.

### Term

The term of this Partnership shall commence on 03/08/2023 and shall continue until terminated by mutual agreement of the Partners or as otherwise provided by law.

### Dissolution

This Partnership may be dissolved by mutual agreement of the Partners or upon the death, incapacity, or bankruptcy of either Partner. Upon dissolution, the assets of the Partnership shall be liquidated, and the proceeds shall be distributed to the Partners or their immediate heirs, named or unnamed, in proportion to their respective ownership interests.

#### Amendments

This Agreement may be amended or modified only by written agreement executed by both Partners.

#### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law provisions.

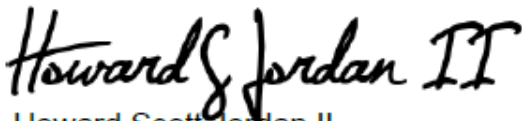
#### Entire Agreement

This Agreement constitutes the entire agreement between the Partners and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Partners have executed this Operating Agreement as of the date first written above.



Irina Ciochiu



Howard Scott Jordan II



## Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

**Document name:** FlightHelp LLC Operating Agreement  
**Document created:** 03/08/2023 20:30:56  
**Document pages:** 2  
**Document ID:** 964c26f6d45b4263abd31b892cbc724e00f077f1  
**Document Sent:** 03/08/2023 20:36:47 UTC  
**Document Status:** Signed  
 03/08/2023 20:38:34UTC

**Sender:** scott@spaceshipcreative.com  
**Signers:** irinawynn17@gmail.com  
**CC:**

Client	Event	By	Server Time	Client Time	IP Address
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Irina Ciochiu



extending the business credit line

12:42 PM ✓✓

3/9/2023

Wells came back with \$50 instead of the \$100 I applied for

12:43 PM ✓✓

got it

12:43 PM

It would be easier if I was doing it through Vetti instead of my other company

12:43 PM ✓✓

ugh , i am so stressed. I wanna make sure we pay those people on time

12:44 PM



Because the other one requires a personal guarantee and a bunch of other stuff

12:44 PM ✓✓

but amex line allows getting out cash too or just online purchase essentially ?

12:45 PM

like can you use amex line to wire salaries say ?

12:45 PM

Yeah you can cash advance against the line of credit

12:46 PM ✓✓

It's not like a credit card, but the rates aren't great

12:49 PM ✓✓

got it

12:49 PM

ok that makes sense

12:49 PM

so wells rates were better ?

12:49 PM

Yeah their rates are better but they only want to lend \$50k

12:54 PM ✓✓

And I have to jump through a lot more hoops and put up collateral

12:54 PM ✓✓

got it

12:55 PM

ok

12:55 PM

I already have more than what wells is offering too so it doesn't make sense to borrow that amount

12:55 PM ✓✓

tomorrow i have the estimation . she needs to check with the accountant

4:54 PM

yah little under 26 k

5:45 PM

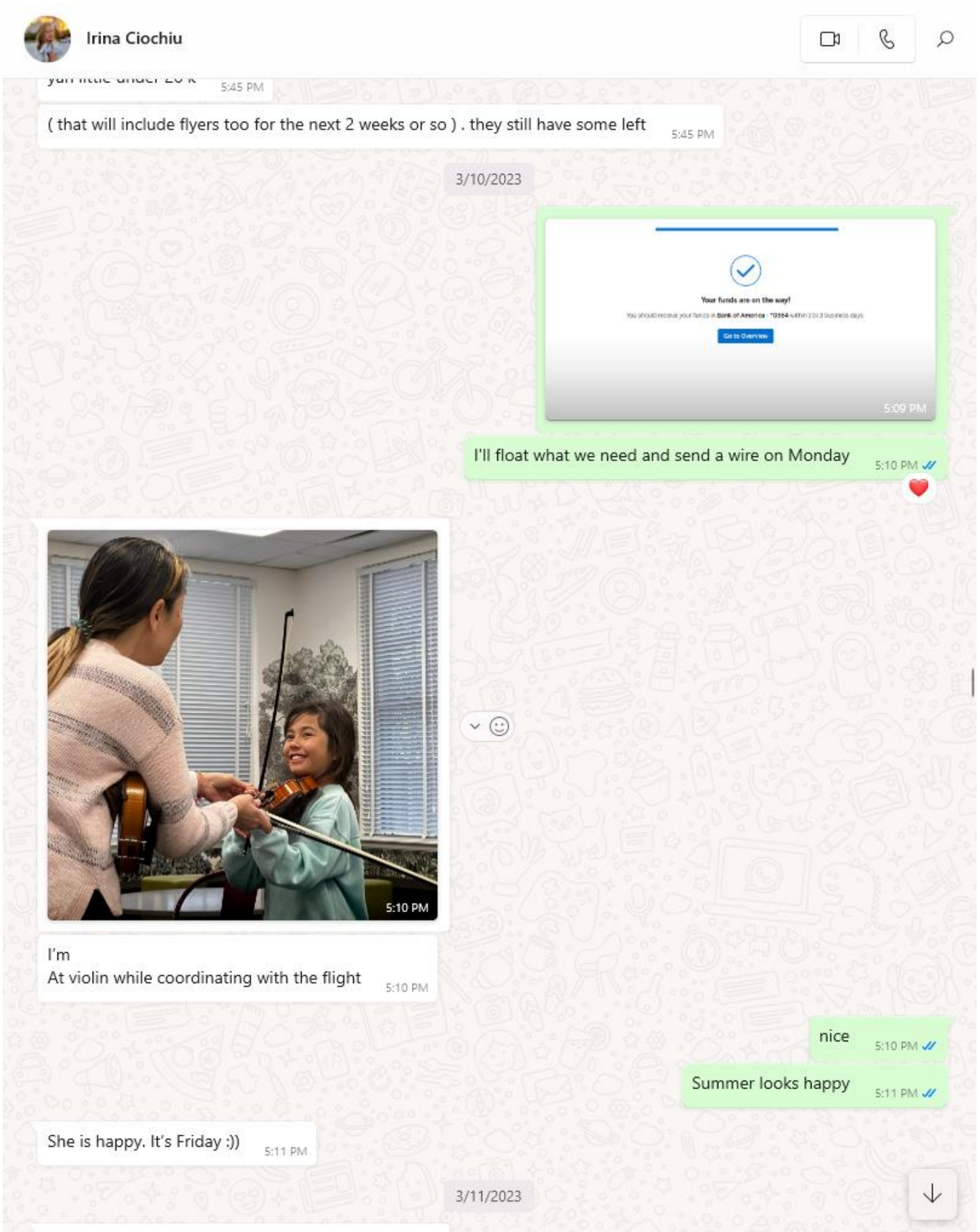
( that will include flyers too for the next 2 weeks or so ) . they still have some left

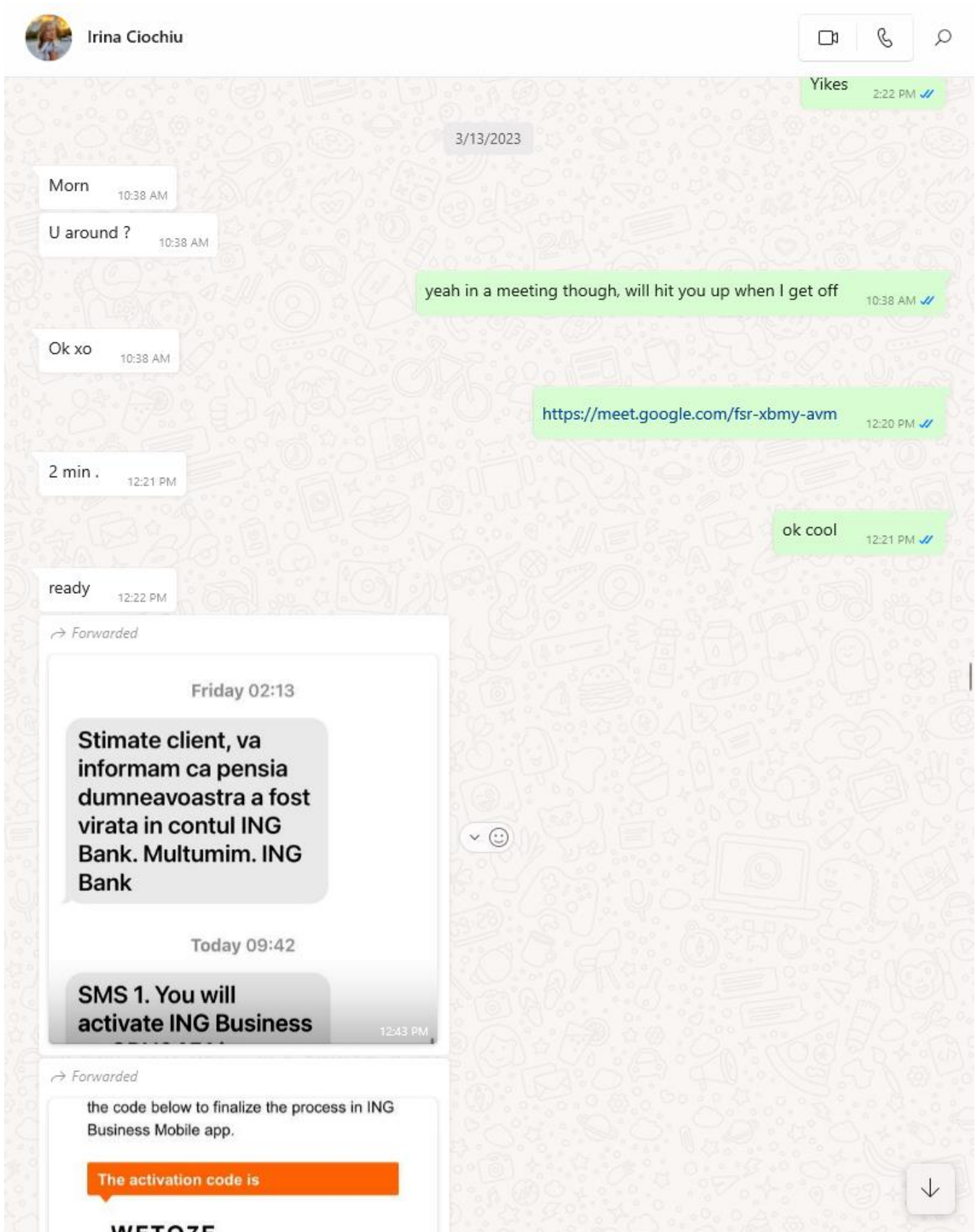
5:45 PM



3/10/2023

Exhibit 108





1:55 PM ✓✓

1:55 PM ✓



12:48 PM

12:49 PM

12:49 PM

12:52 PM



5:08 PM

5:09 PM 



**Extras de cont**  
 Data extras: 28.02.2023 / Nume extras: 2  
 Perioada de la 27.01.2023 la 28.02.2023  
 Data generare extras: 13.03.2023



**FlightHelp- Tech team** 🤖🔧  
Georgiana T, Irina

12:53 PM

**AccountStatementReport.pdf**  
238 KB, Adobe Acrobat Document

Open Save as...

12:53 PM

**Irina Ciochiu**  
@Georgiana T your bank info pls 5:08 PM

Geo send me your banking info so I can add it to our Chase account 5:09 PM ✓✓

**Georgiana T**

23:11

Extras de cont

**Extras de cont**  
Data extras: 01.02.2023 / Data extras: 2  
Perioada: de la 07.01.2023 la 09.09.2023  
Data generare extras: 13.09.2023

**Georgiana T** 6444 5:12 PM

Sorry I was on the phone with the musketeers 5:13 PM

5:13 PM

It's the first time in 5 years when someone else is wiring my salary 🙏 5:14 PM

When you wire the money please mark it as business expenses. Don't select salary. Thank you! 5:15 PM

Ok will do! 5:21 PM ✓✓

**Georgiana T**

# Exhibit 112

WELLS FARGO

3

Sign Off

Welcome

Accounts

Brokerage

Transfer & Pay

Plan & Learn

Security & Support

Account Summary

Switch Account

Print

03/15/23

GUSTO PAY 731365 230315 6semjtpjpr Howard Jordan II

\$4,102.16

03/14/23

BARCLAYCARD US CREDITCARD XXXXX0879 HOWARD JORDAN

\$1,560.61

03/13/23

BARCLAYCARD US CREDITCARD XXXXX6594 HOWARD JORDAN

\$29.00

03/13/23

WT 230313-179298 ING BANK N.V., BUCH /BNF=Wynn Capital Management SRL SRF#  
OW00003030727207 TRN#230313179298 RFB# OW00003030727207

\$25,000.00



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

13.03.2023 624	<b>ARTIX PLUS SRL</b> [REDACTED] BROD CENTRALA Transfer ING Business Rest de plata fact 11964 Internal reference: 672530992	-1,973.65		6,509.32
13.03.2023 625	<b>ING Bank Romania</b>  Service Fee	-0.51		6,508.81
15.03.2023 628	<b>YSA CONTEXP S.R.L.</b> [REDACTED] BCRO CENTRALA Transfer ING Business Servicii contabile ianuarie si febr uarie Internal reference: 673405658	-600.00		5,908.81
15.03.2023 629	<b>ING Bank Romania</b>  Service Fee	-0.51		5,908.30
15.03.2023 631	<b>HOWARD S JORDAN II</b> [REDACTED] 2279  Incoming funds Value date: 15-03-2023		110,267.48	116,175.78

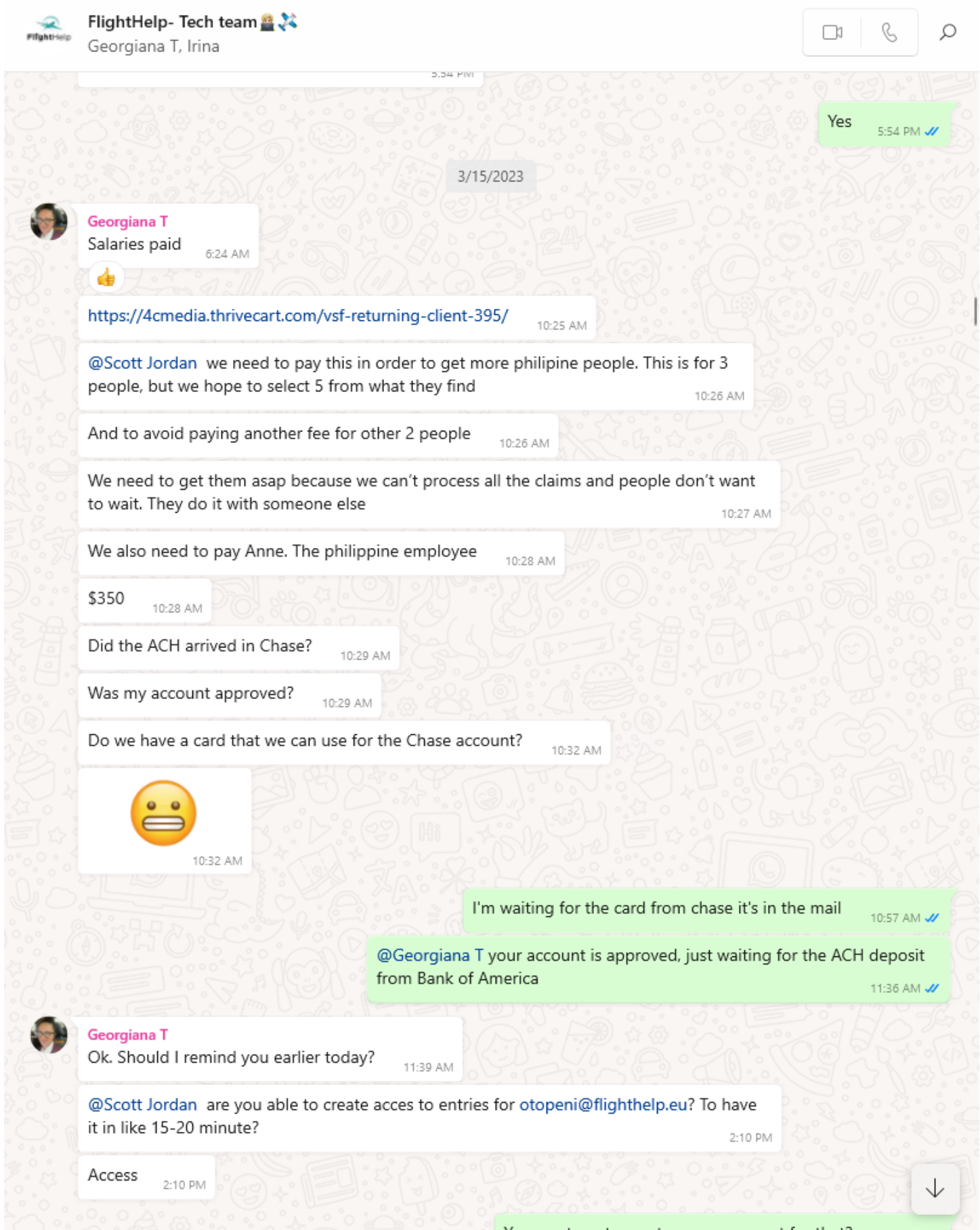
## Exhibit 114

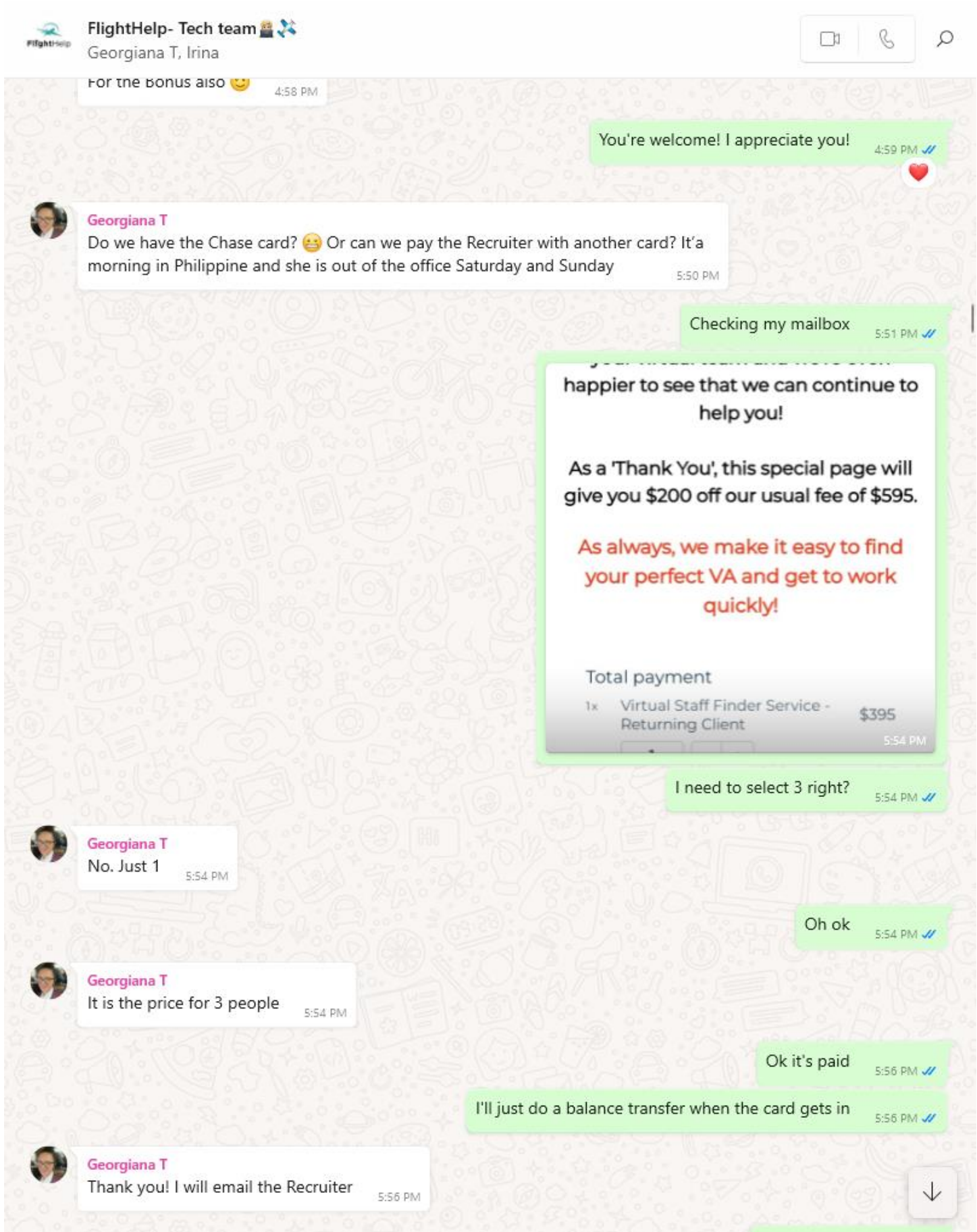


ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

Account Statement

15.03.2023 655	ING Bank Romania	-0.51	76,878.72
	Service Fee		
15.03.2023 657	Tanase Andreea [REDACTED] BROD CENTRALA Transfer ING Business Salariu februarie Internal reference: 673621781	-1,118.00	75,760.72
15.03.2023 658	ING Bank Romania	-0.51	75,760.21
	Service Fee		
15.03.2023 660	Ion-Teodor Ciochiu [REDACTED] 0641 INGB CENTRALA Transfer ING Business Returnare creditare Internal reference: 673816313	-24,000.00	51,760.21





FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina


There's also this service that could be worth looking at if the other one doesn't work 2:33 PM ✓

<https://smallpdf.com/pricing> 2:33 PM ✓

**Georgiana T**  
I will test it to see if it let me modify the signed doc 3:08 PM

3/21/2023

**Georgiana T**

Luna de facturare	<b>martie 2023</b>
Scadentă până	<b>la data</b> 22-martie-2023
Serviciu	<b>R5304110000087</b>
Descarcă factura	

**Mai multe detalii**

<b>Contul de facturare</b> R5304110000087
<b>Număr factură</b> TKRM230102042420

9:56 AM

Hi @Scott Jordan 9:56 AM

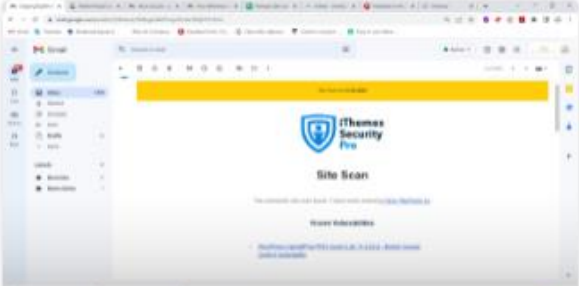
You will see this transaction in Chase 9:56 AM

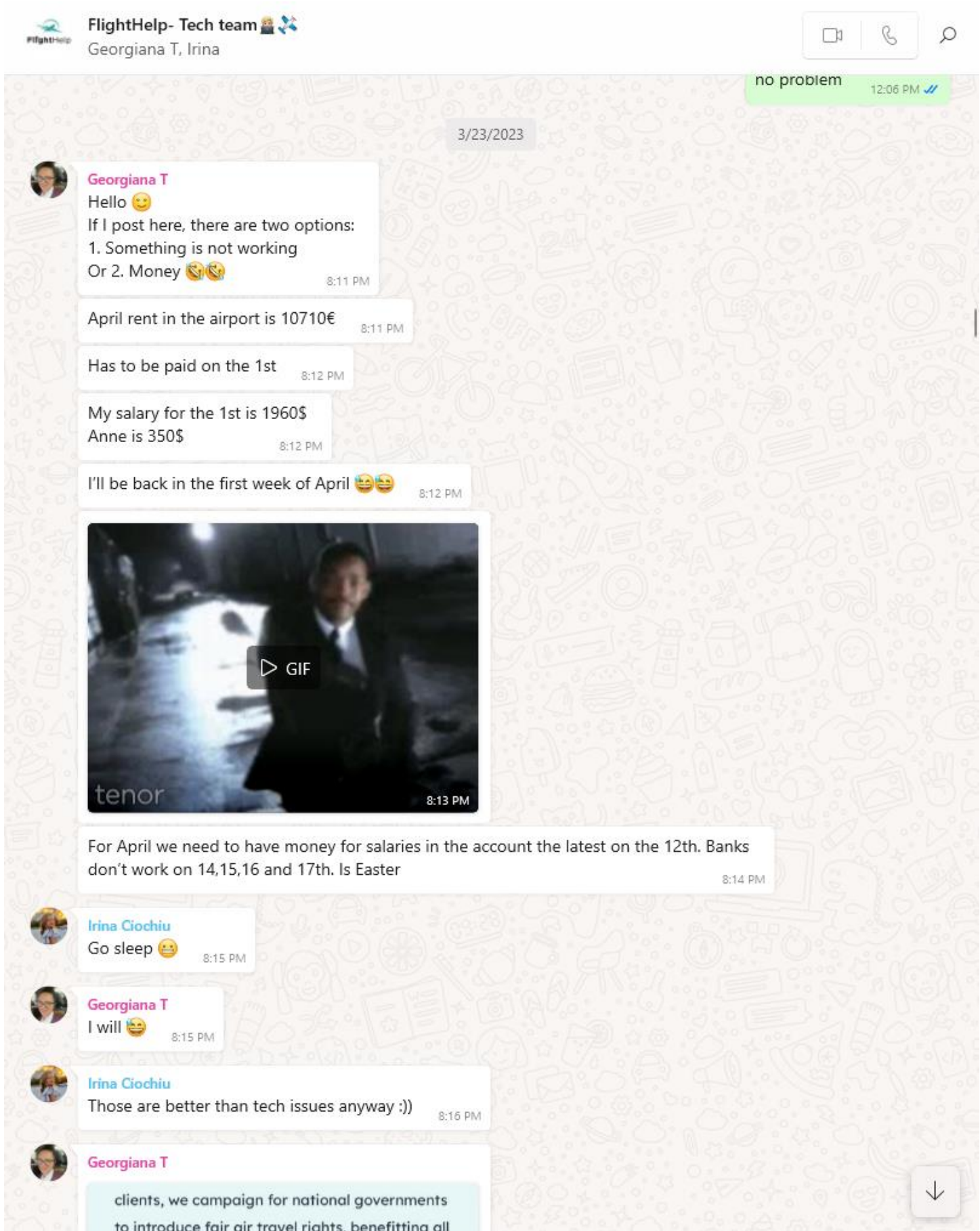
It is the invoice for the main number 9:56 AM

Phone number 9:56 AM

ok 10:06 AM ✓

**Georgiana T**





FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina

Go sleep 😴 8:15 PM

Georgiana T  
I will 😊 8:15 PM

Irina Ciochiu  
Those are better than tech issues anyway :)) 8:16 PM

Georgiana T

clients, we campaign for national governments to introduce fair air travel rights, benefitting all air travelers. We believe in you, the airline passenger!

Irina Wynn – CEO & Co-Founder  
Scott Jordan – CTO & Co-Founder  
Razvan Scarfes – Head of Legal Team  
~~Georgiana Tulia – Director of Operation~~  
Ruxandra Chivu – Claim Consultant Specialist  
Andrei Geambasu- Consultant Claim Specialist

Meet The Team

8:32 PM

Can we remove those names and add the actual airport team?

Alexandra Panait  
Andrei Toderasi  
Gabriela Sandica  
Beatrice Mărgărit  
Mihai Grosu  
Teodor Necula  
Alexandru Dorobantu  
Alupe Lenta  
Lia Savianu  
Costea David

8:32 PM

3/24/2023

Georgiana T

Site Scan

[Know your Rights](#)[Services](#)[About us](#)[Blog](#)[File A Claim](#)

## Our Team

We're here to help air passengers!

We are a small group of business professionals and world class lawyers who have been wronged by airlines a few too many times.

Because of bad travel experiences like this, we have come together to build FlightHelp. We sincerely want to help frustrated passengers just like ourselves. Whether you are unsure of your rights or just lack the time or expertise to go through the claim process, we can help!

FlightHelp stands up to airlines in court. We've already helped countless passengers through our fight for justice, and we are ready to help you too! In addition to our work for each of our clients, we campaign for national governments to introduce fair air travel rights, benefitting all air travelers. We believe in you, the airline passenger!

Irina Wynn - CEO & Co-Founder

Scott Jordan - CTO & Co-Founder

Razvan Scarfes - Head of Legal Team

Georgiana Iulia - Director of Operations

[File A Claim](#)



Irina Ciochiu



3/24/2023

→ Forwarded

**Conturi principale****Vezi tot**

Cont curent ▾

**14.739,02**

RO08 INGB 0000 9999 1303 8731

EUR

Cont curent ▾

**11.798,07**

RO35 INGB 0000 9999 1303 8730

RON

12:17 PM

By the way , Wizzair stated to pay more :))

12:17 PM



Hell yeah. Hopefully we can get a steady flow established where we have payments every day/week like this

12:59 PM ✓✓

We are working on it to be able to process as many claims as we can

6:13 PM

But at this point I guess is matter of scaling / hiring people

6:13 PM

To process more

6:13 PM

But by now I am pretty sure we took over the market in Romania.

6:14 PM

Looking on how many passages we are actually getting now

6:14 PM

When targeting the flights

6:14 PM



We've definitely taken a big chunk

6:15 PM ✓✓

Secret is to process them right away so they don't have time to file with 5 other providers

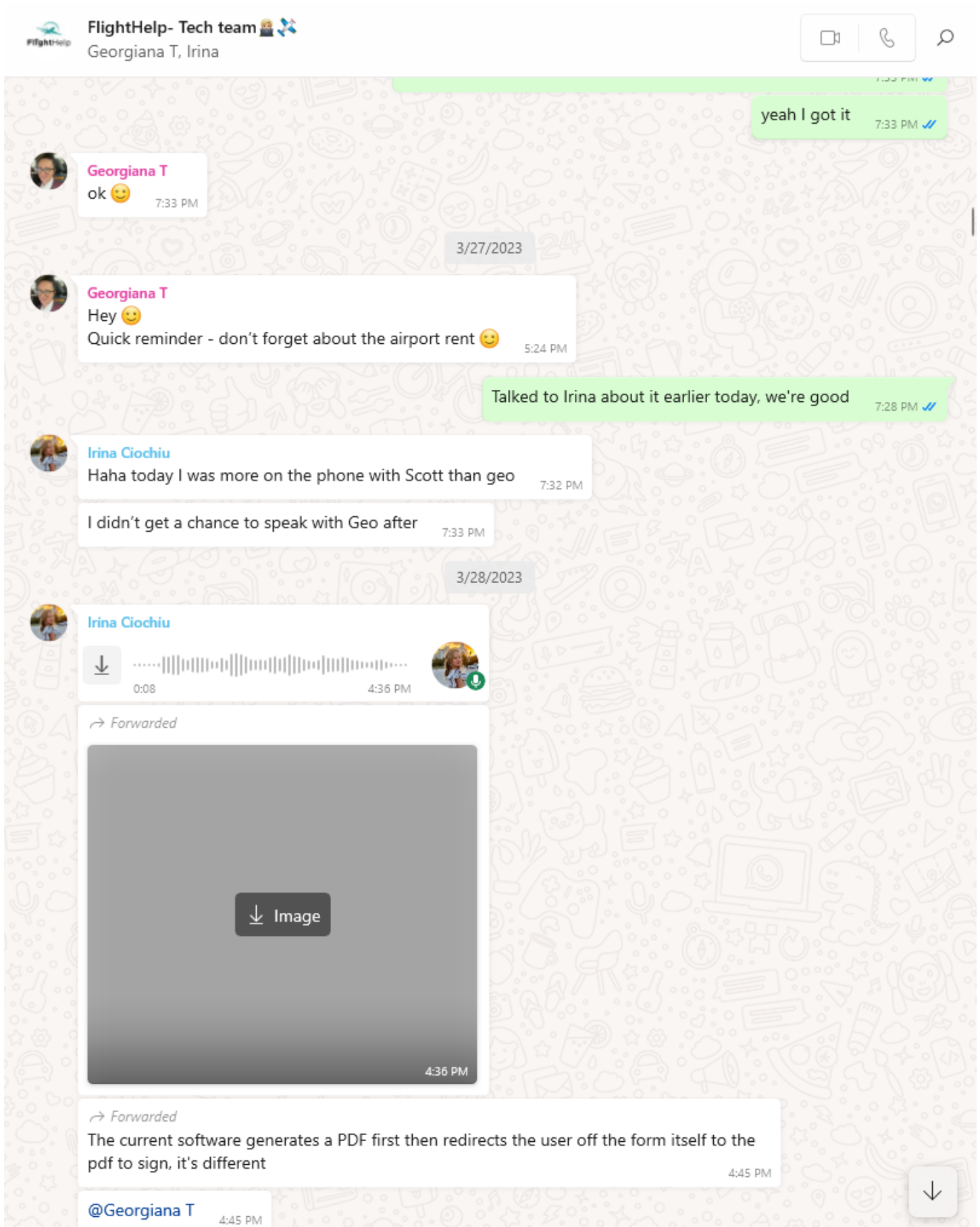
6:15 PM

yeah that makes sense

6:15 PM



Exhibit 122



## Exhibit 123

29.03.2023 685	<b>SPACESHIP CREATIVE LLC</b> 237020340364	<b>52,865.06</b>	<b>59,183.21</b>
Incoming funds /RFB/431592396//POP SERVICES Value date: 29-03-2023			

This document was issued through an electronic payment system. Check [ingwb.com/dgs](http://ingwb.com/dgs) to see whether and to which guarantee scheme your deposit is eligible. Valid without signature and stamp. Page 6 of 7



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TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, [www.ing.ro](http://www.ing.ro)  
BIC code (SWIFT): INGBROBU

Account Statement

Exhibit 124

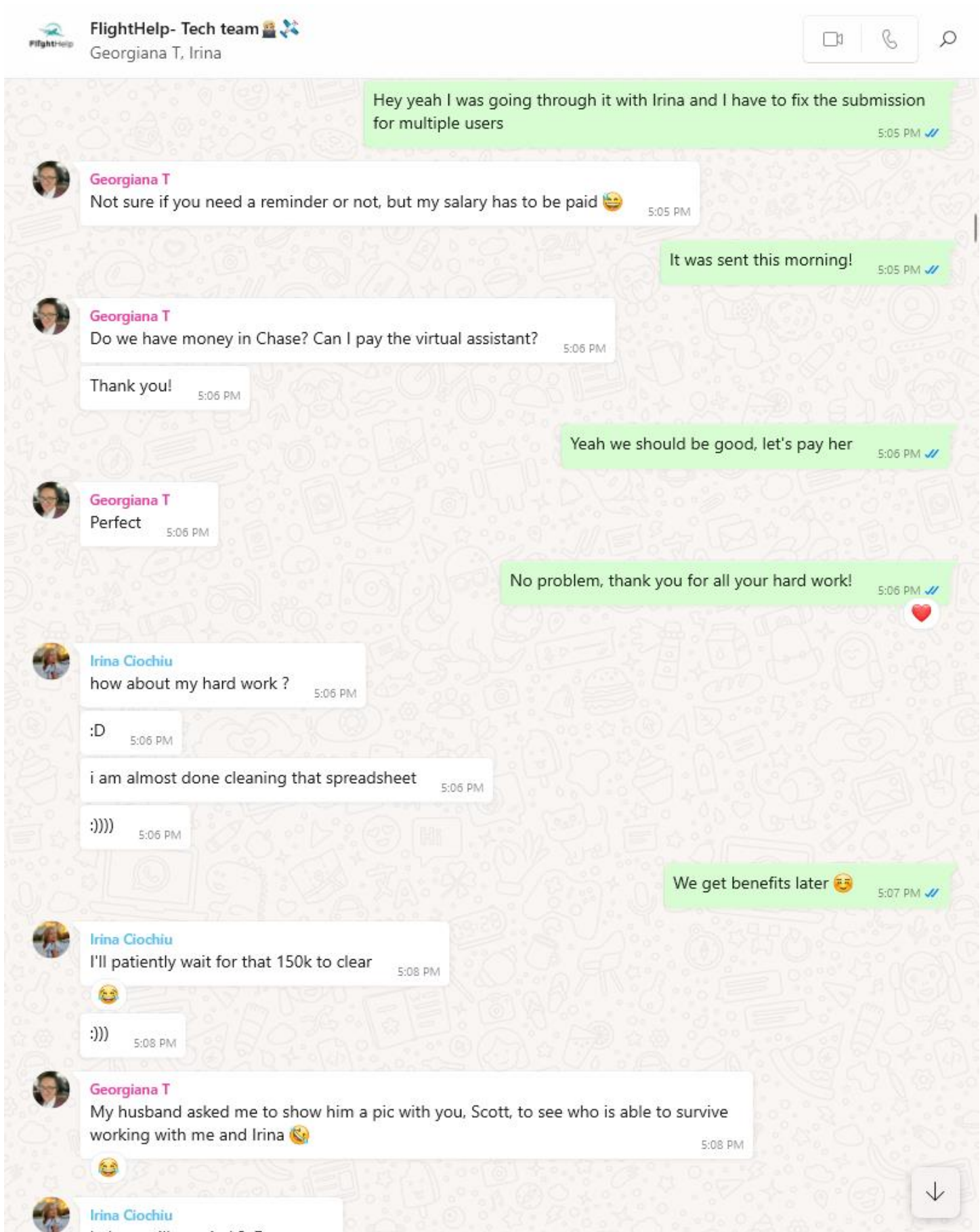







Exhibit 125


**FlightHelp- Tech team** 🤖🔧  
 Georgiana T, Irina



**Georgiana T**  
 Hey 😊  
 Happy Easter!  
 Tomorrow morning I will have the amount that we need for salaries and taxes. And tomorrow we will need to send it to the Romanian account. Everyone has to get paid the latest on the 12th, to get the money into their account on the 13th, because the Banks are closed 14-18 April.


4/9/2023 2:43 PM

4/10/2023

Ok. Thanks 9:31 AM ✓✓


@Georgiana T would you prefer to use the booking reference in the support ticket titles? 9:32 AM ✓✓

I think I've found a way we can do that, checking it out 9:33 AM ✓✓



**Georgiana T**  
 Yes. That would be great 9:37 AM


Ok I'll work on implementing that 9:37 AM ✓✓



**Georgiana T**  
 57798 lei salaries plus 42862 lei taxes. Total 100.660 lei 9:37 AM

I just realized on the CRM that it wasn't letting me search by booking reference 9:37 AM ✓✓


ok 9:38 AM ✓✓



**Georgiana T**  
 Aproximately 22.253,67 USD. At today exchange rate 9:38 AM

\$1850 my salary  
 \$350 Anne - VA  
 And we have the other VAs who started on friday. I will do the math for them later today 9:40 AM

Happy Monday! 🥳🥳🥳 9:40 AM



**Irina Ciochiu**  
 hey 12:04 PM

claim link is not working 12:04 PM 🙄

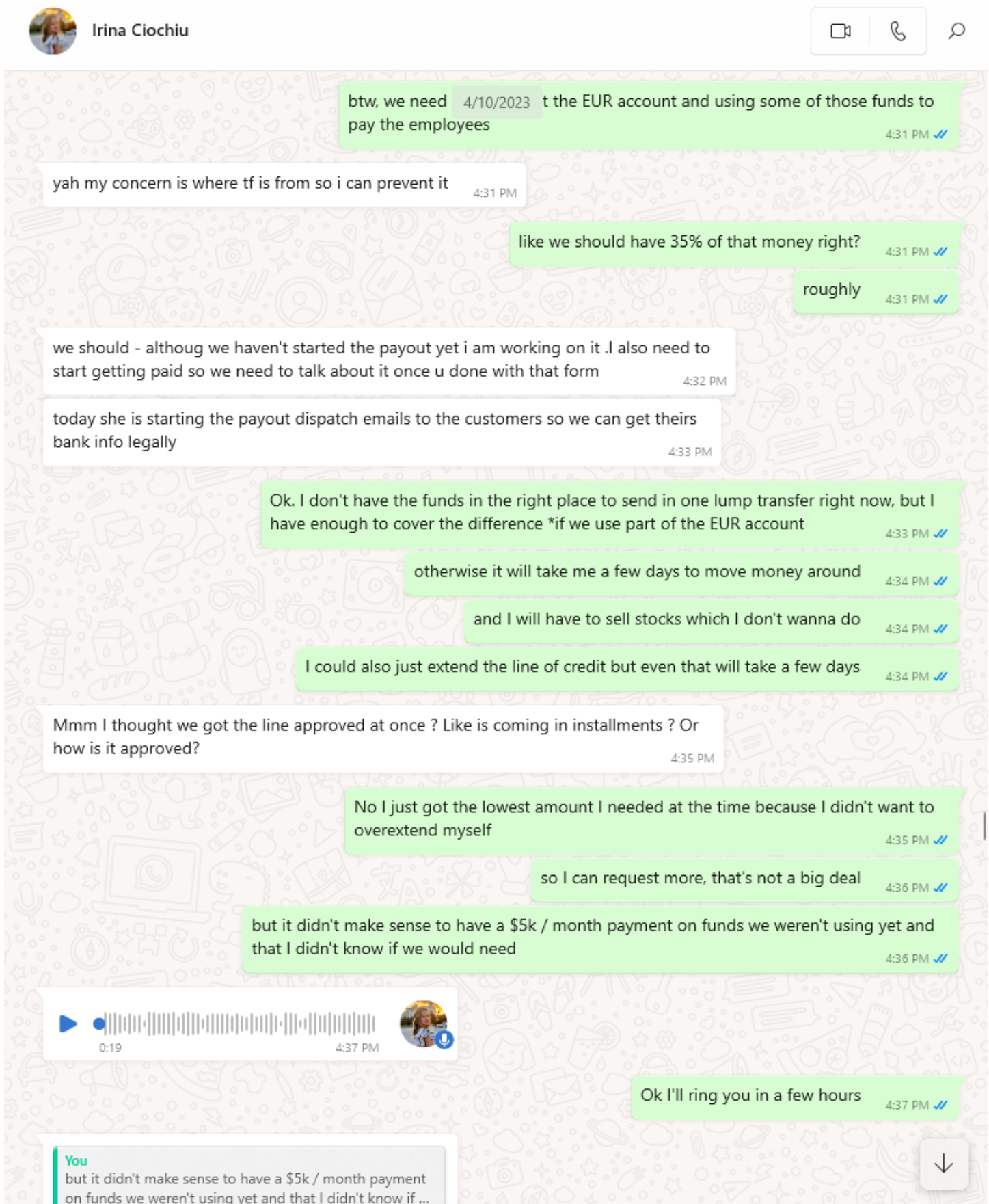
@Scott Jordan 12:04 PM

we have 4 flights delayed and people are giving flyers as speaking but the form is not working , is crushing 12:06 PM

note from agents : Say something about the names and is not letting us to go future 12:06 PM

on it 12:06 PM ✓✓

Exhibit 126



## Exhibit 127



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	4	Account owner:	Wynn Capital Management SRL
Statement date:	30.04.2023	CUI:	47078863
Account number:	8730	Address:	Strada Paringului, Nr 72A
Currency:	RON		Craiova, 200719
Account name:	Current Account		

## Summary

Date	Count	Amount
01.04.2023		Opening balance: 6,020.20
	14	Total credits: 179,923.77
	48	Total debits: -184,699.07
30.04.2023		Closing balance: 1,244.90

## Transactions

Book Date	Counterparty	Debit	Credit	Balance after
Bank Reference	Transaction Description			
01.04.2023 691	Gabriela Sandica INGB CENTRALA Transfer ING Business Restituire cv bonuri 26-21 martie Internal reference: 677668017	-461.20		5,559.00
09.04.2023 693	Gabriela Sandica INGB CENTRALA Transfer ING Business Rambursare bonuri saptam 2-9 aprilie Internal reference: 680180346	-408.00		5,151.00
12.04.2023 695	VETTI MEDIA LLC Incoming funds Amount: 12.000,00 USD Rate: 4,43800 Value date: 12-04-2023		53,256.00	58,407.00

FlightHelp- Tech team 🧑‍💻🔧  
Georgiana T, Irina

Ok 9:40 AM ✓

Adding the field for Numarul de rezervare: 9:41 AM ✓

**Georgiana T**

Conturi principale	Vezi tot
Cont curent ▾ RO08 INGB 0000 9999 1303 8731	52.838,65 EUR
Cont curent ▾ RO35 INGB 0000 9999 1303 8730	604,41 RON

10:02 AM

Not sure if you seen the ING today 😊 10:02 AM

Wizz Air is our best friend 10:02 AM

**Irina Ciochiu**  
Scott told me before you did 10:07 AM

😂 10:07 AM

**Georgiana T**

HA  
HA  
HA

10:19 AM

Salaries are paid. I will take out the 10000€ from there for the taxes



Irina Ciochiu



ok let me know when is done fully functional so we can put it on the email / send it to the customers

4/12/2023

5:25 PM

will do

5:25 PM ✓

About the salary . I think we need to establish clearly how many hours you are working on this Vs how many hours I am working on this . I know you mentioned when we first started that time is an issue for you and you have only limited time to put on this which I get it , no concern about this . But is only fair to get compensated salary wise based on that . If you work say 20 h a week and I work 100 k a week I only see fair being paid a way more salary because I don't have 5 gigs to take care of , so the salary distribution should be based on the work I am putting on. Considering we are both paid salary equally - if you work 20 h and I work 100 I am not sure ( say hourly ) - I am working all the time I am awake on this . I am not taking about the share distribution which I said is fair to be equal ( despite of the 51 -49 for my visa purpose ) because I really wanted you to be super involved and try to grow this equal like I do. I want to work hard and enjoy working hard to provide for my family . I have an autistic kid in therapy and a dad who I retired because he is nearly blind . How you provide for your fam is my duty to provide for my family . This is not a joke that I can play with and is not to fund any BH lifestyle . Even if I move to Bali tomorrow I still have the same expenses to pay because my family live here , my daughter goes to school here.

Main tasks that we agreed that you will be taken care of will be marketing and tech . Now - there is none marketing done nor that you are planning to do so anything from my understanding due tot he fact that is cheaper to acquire leads from the airport . Got that , totally . But that gives me a task extra to acquire leads thords other airports - so one more task is added on my plate.

Tech side - you are keep telling me this is ready in few hours and I am giving you the training videos in few hours since at least 4 weeks . Something that was supposed to be done in feb is not done in April . I think you would understand why I am frustrated . The Ukrainians weren't properly taken care of and supervised , they did half ass work and billed 3 times more than usual . When you transferred to the other team if they didn't perform I think it should be you who try to figure out a new productive team / should - so you can get it done. It frustrating you to not be able to get it done and I could see that -get a proper team to do it .Like you fixing this glitching link since a month ago I think you are wasting your resourceful time where you could be focused actually on helping strategizing and scaling .

Like when you ask me to do something I get the shit done before you are asking me for a follow up and I try my best to perform better than anyone hired would.

Like I am constantly tagging you and not getting responses, and is not about me I just look like an idiot in front of all the team when I don't have clear answers from them. Like I hope you see my frustration here on top of the fact that I think the whole loan thing was not clearly presented to me ,when we last discussed I was under the impression that we



Legal Services & Government > Legal Service Providers > Legal Services > Flighthelp



## Flighthelp

Reviews 38 • Average



✓ VERIFIED COMPANY

[flighthelp.eu](https://flighthelp.eu)

Visit this website

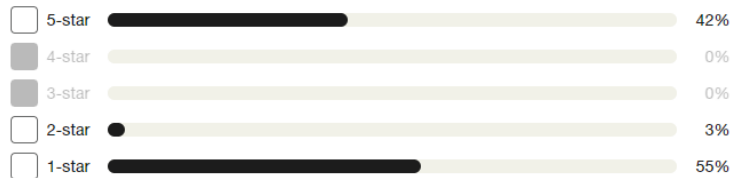


Write a review



### Reviews ★ 2.8

38 total



Filter

Sort: Most relevant

### Company activity

[See all](#)

- Claimed profile
- Hasn't replied to negative reviews

### About Flighthelp

Information written by the company

FlightHelp wants to help you get the compensation you deserve! No matter how much you paid for your ticket, you can claim up to \$600 per passenger, or even more in select regions!

### Contact

[support@flighthelp.center](mailto:support@flighthelp.center)

30 N Gould St R  
82801  
Sheridan  
United States

### Category ⓘ

Legal Services



Irina Wynn

1 review ⓘ US



Feb 22, 2024

#### We won even it was an Extraordinary circumstance

Took about 2 months to get compensated for the delay we had in August but I , my husband and our two kids got compensated about 2000\$ total for the delay for the route Bucharest - London with Wizzair . You gotta be patient as the process takes a while but they did all the heavy work . British airways refused to paid us telling it was an extraordinary circumstance but those guys were able to get us compensated .

Date of experience: August 30, 2023

### People who looked at this company also looked at



[AirHelp.com](https://airhelp.com)

★ ★ ★ ★ ★ 184,797

✓ Asking for reviews



Flavia Hitaj

1 review · AL



May 28, 2024

### Shocked by how this company works

I am in shock as to how this company works. I had a delayed flight in end of January 2024 and I was approached by somebody at the airport to file a claim. After that I recieved an email to sign a contract on February 2nd. After signing the contract they totally disappeared, no email, no updates for more than 3 months. I was not even sure I had a claim with them, so in May I tried to file a new claim with another similar company, who told me that they can not follow up my case because there is an ongoing claim for my flight. So I was obliged to chase these guys down through a Whatsapp number found on their website.

Currently, Wizzair has proceeded with my compensation towards their bank account on May 16th and I have been writing often in Flighthelp's Whatsapp to try to understand what will happen next. I never got an official confirmation by email from them on what is going on and what happens when. I do not think they intended to transfer my compensation at all.

At this point I am just actively pushing them to inform me on next steps and the communication is not at all professional.

I will see how this saga ends and update my review.

Date of experience: May 28, 2024

Useful 2 · Share



Mihaela Constantinica

1 review · GB



May 20, 2024

### Is been 1 year from when they said that...

Is been 1 year from when they said that I will receive the money after they ask for my account and still not receive nothing. I think they keep all the money.

They lie us.

Don't trust them!!!

30 N Gould St R  
82801  
Sheridan  
United States

Category ⓘ

[Legal Services](#)

### People who looked at this company also looked at



[AirHelp.com](#)

★★★★★ 184,792

✓ Asking for reviews



[Airclaim](#)

★★★★★ 46

✓ Claimed



[Vidora](#)

★★★★★ 94

✓ Claimed

Suggested companies are based on people's [browsing tendencies](#).

### The Trustpilot Experience ★

We're open to all



We champion verified reviews



We fight fake reviews



We encourage constructive feedback



We verify companies and reviewers




**Ellie Buchdahl**

1 review    📍 RO



Apr 6, 2024

### Slow, inefficient, poor communication - total waste of time

We had flights cancelled last minute and went through flighthelp as there was minimal compensation offered. We waited for nearly a year to hear back about our case and followed up on progress three times in the meantime. Twice, after delays of several days, they finally replied to say cases could take up to six months. Eventually I had a very brief email saying the case had been closed because the flight was shorter than three hours. There should be clear information on the site about what cases they can follow, and it is unbelievable that it would take months and months to reject a reason like this. In the meantime, we lost the chance to accept the minimal refund from the airline. Total waste of time and effort, and terrible communication. Don't recommend.

**Date of experience:** April 06, 2024

👍 Useful 3    ➦ Share


**Adrian Dumitriu**

1 review    📍 RO



Apr 2, 2024

### Bad experience, looks like a scam

I had a delayed flight in September 2023 from Malaga to Bucharest, they approached me in the airport told me it will take 6 months, after multiple attempts to contact them they always answer telling me that they didn't receive the funds and always blame WizzAir.

One of the employees trying to get the signature of someone else for his compensation he accidentally sent me a screenshot on WhatsApp with the email that contained the answer from WizzAir that confirms that on 23 Oct the compensation was approved and the money will be sent in 7 working days to FlightHelp.

So please avoid , its just a scam, they keep the money for themselves and not paying anything.

**Date of experience:** April 02, 2024

👍 Useful 2    ➦ Share



**Frin**

1 review

📍 ES



Apr 26, 2024

**Stay away: Harassment, deceitful and abusive commissions.**

Upon arrival, in Bucharest (OTP), they approached us before exiting the luggage collection area.

They led us to believe they were directly or indirectly employed by the airline.

These two practices, I suspect, are not legal.

Beyond that, their commission is over 40%. Which might also be illegal.

Stay away.

**Date of experience:** April 25, 2024

👍 Useful 3    🔗 Share

**Dave**

1 review

📍 PT



Apr 16, 2024

**Being approached by Flighthelp representative at the airport**

I was approached by flighthelp rep' at Bucharest airport after my flight was delayed to use their services for filing a claim, the rep did not explain what I am signing and that their commission is 45% .

I have asked to cancel my signature 30 minutes later - I am waiting for their response - so far they did not get back to me. if they will address my issue I will change this review

**Date of experience:** April 14, 2024

👍 Useful 4    🔗 Share





**Aamir Sultan**8 reviews  GB

Mar 11, 2024

**It is 10 months now with this pathetic...**


It is 10 months now with this pathetic scam company telling me that they will pay and just keep me in the limbo of emails. Everytime they will ask for all the documents and they keep saying they will pay but they never do. This is been ongoing since June 2023 and it was my flight delayed for Bucharest from the Gatwick airport Flight Number: W4 3032 and these guys have since been fooling me kept my money because the airlines pays out within 3 months and these scammers don't pay me at all


**Date of experience:** June 21, 2023 Useful 1  ShareRead 1 more review about Flighthelp **Catalin Tanase**2 reviews  RO




Mar 2, 2024

**Scammers**


I am still waiting for compensation from FlightHelp, even though they ask me for bank account 3 months ago. Nobody is answering, website is garbage for everything except new claims. Real time status is garbage as well. my next solution is local authorities for consumer rights. If anyone succeeded with them, share pls your idea/resolution

**Date of experience:** July 16, 2023 Useful 3  Share

**FlightHelp- Tech team** 🧑🏻‍💻🔧  
Georgiana T, Irina



4/24/2023

**Georgiana T**


**Conturi principale** Vezi tot

Cont curent ^


8731

96.588,78


EUR



Plata noua



Extras de cont



Mai multe

Cont curent v

8730

487,01

RON

9:35 AM

Almost 100k 🤔 9:35 AM

**Georgiana T**

**Conturi principale** Vezi tot

Cont curent ^

8731

108.093,67

EUR



Plata noua



Extras de cont



Mai multe

Cont curent v

8730

487,01

RON

1:08 PM



The site my be crashing momentarily while I update the database 4:55 PM ✓

may\* 4:55 PM

**Irina Ciochiu**



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

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02.05.2023	Irina Ciochiu	-20,000.00	92,787.60
867	7577		
	BANK OF AMERICA, N.A.		
	Transfer		
	plata prestari servicii conform con		
	tract nr 1/2.04.2023		
	Value date: 03-05-2023		

---

## Exhibit 137



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

29.05.2023 3616	<b>BRITISH AIRWAYS PLC</b> [REDACTED] 70007 CUI:8914593 Incoming funds /ROC/024479469000001 //RFB /218906 Amount: 5.969,12 RON Rate: 5,02460	<b>1,187.98</b>	<b>494,246.59</b>
29.05.2023 3617	<b>BRITISH AIRWAYS PLC</b> [REDACTED] 70007 CUI:8914593 Incoming funds /ROC/024616091000001 //RFB /218907 Amount: 5.956,63 RON Rate: 5,02460	<b>1,185.49</b>	<b>495,432.08</b>
30.05.2023 3620	<b>Wynn Capital Management SRL</b> [REDACTED] 8730  Foreign exchange ING Business Amount: 56.232,70 RON Rate: 4,88980	<b>-11,500.00</b>	<b>483,932.08</b>
30.05.2023 3623	<b>Irina Ciochiu</b> [REDACTED] 7577 BANK OF AMERICA, N.A. Transfer Cf contract prestari servicii Value date: 31-05-2023	<b>-20,000.00</b>	<b>463,932.08</b>

## Exhibit 138



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

[ Account Statement ]

28.06.2023 5012	<b>Wynn Capital Management SRL</b> [REDACTED] 8730	<b>-455.00</b>	<b>570,016.35</b>
	Foreign exchange ING Business Amount: 2.226,45 RON Rate: 4,89330 Eu 261/2004 NGT6YZ		
29.06.2023 5017	<b>Mindoiu Corina-Mariana</b> [REDACTED] BANCA TRANSILVANIA S.A. Transfer Eu 261/2004 DLLM8E Valentin Mindoiu Value date: 30-06-2023	<b>-130.02</b>	<b>569,886.33</b>
29.06.2023 5022	<b>Irina Ciochiu</b> [REDACTED] 7577 BANK OF AMERICA, N.A. Transfer Cf contract prestari servicii Value date: 30-06-2023	<b>-20,000.00</b>	<b>549,886.33</b>

## Exhibit 139



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	<b>7</b>	Account owner:	<b>Wynn Capital Management SRL</b>
Statement date:	<b>31.08.2023</b>	CUI:	<b>47078863</b>
Account number:	<b>[REDACTED] 8731</b>	Address:	<b>Strada Paringului, Nr 72A</b>
Currency:	<b>EUR</b>		<b>Craiova, 200719</b>
Account name:	<b>Current Account</b>		

## Summary

Date		Count	Amount
01.08.2023	Opening balance:		<b>844,884.06</b>
	Total credits:	<b>1209</b>	564,111.51
	Total debits:	<b>56</b>	-203,675.73
31.08.2023	Closing balance:		<b>1,205,319.84</b>

## Transactions

Book Date	Counterparty	Debit	Credit	Balance after
Bank Reference	Transaction Description			
01.08.2023	<b>Irina Ciochiu</b>	<b>-20,000.00</b>		<b>824,884.06</b>
7337	<b>[REDACTED] 7577</b>			
	BANK OF AMERICA, N.A.			
	Transfer			
	prestari servicii cf contract			
	Value date: 02-08-2023			

Exhibit 140



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

---

05.09.2023	<b>Irina Ciochiu</b>	<b>-20,000.00</b>	<b>1,188,913.98</b>
10031	 7577		
	BANK OF AMERICA, N.A.		
	Transfer		
	Plata prest serv cf contract		
	Value date: 06-09-2023		

Exhibit 141



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

03.10.2023	<b>Irina Ciochiu</b>	<b>-20,000.00</b>	<b>1,325,561.59</b>
12385	7577		
	BANK OF AMERICA, N.A.		
	Transfer		
	prestari servicii conform contract		
	Value date: 04-10-2023		

## Exhibit 142



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

Account Statement

30.10.2023 20526	<b>WizzAir</b> [REDACTED] 4624	<b>350.00</b>	<b>2,219,609.74</b>
	Incoming funds WCO3C1H14 DGI2HJ 314232262 Compensa tion PNR DGI2HJCompensation EUREG 3 50 EUR Ivanova irena Value date: 30-10-2023 Internal reference: WCO3C1H14		
31.10.2023 20531	<b>Irina Ciochiu</b> [REDACTED] 7577	<b>-20,000.00</b>	<b>2,199,609.74</b>
	BANK OF AMERICA, N.A. Transfer prestari servicii cf contract Value date: 01-11-2023		

Exhibit 143



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

---

04.12.2023 23068	<b>Irina Ciochiu</b> [REDACTED] 7577 BANK OF AMERICA, N.A. Transfer prestari servicii cf contract Value date: 05-12-2023	<b>-20,000.00</b>	<b>2,066,450.41</b>
---------------------	-----------------------------------------------------------------------------------------------------------------------------------------	-------------------	---------------------

Exhibit 144



Irina Ciochiu



Thank you ❤️🙏

2:46 PM

5/14/2023

Happy Mother's Day to Marisa and your step mom 🍷

2:46 PM



As far as Geo's pay goes, do I still need to personally pay that out of pocket?

10:26 PM ✓✓

I'll probably have to do it tomorrow at least

10:27 PM ✓✓

so transfer it from chase for this time till we are getting sorted a legal way to reimburse expenses to the company account- she is not on the payroll of romania because we would need to pay extra 3 k almost on taxes if she is on payroll . So

10:28 PM

the accountant is on it - well aware of finding the right way

10:28 PM

yeah she was telling me about that

10:28 PM ✓✓

hence she was asking for bank statements to see how that looks like

10:28 PM

Well I've just been sending money from my personal accounts to cover it

10:28 PM ✓✓

we are doing it on a very unconventional way that she doesn't like it but she will need to get used with ( the accountant ) . We will start reimbursing by eom

10:29 PM

Yeah I figured this was probably the last month with the way things have been going so I wasn't worried about it

10:29 PM ✓✓





FlightHelp- Tech team 🧑🏻‍💻🔧

Georgiana T, Irina



@Scott Jordan when you have time:  
 Ștefan Iulian Draganoiu \$332.22  
 Me \$1960

5/14/2023

Thank you! 😊

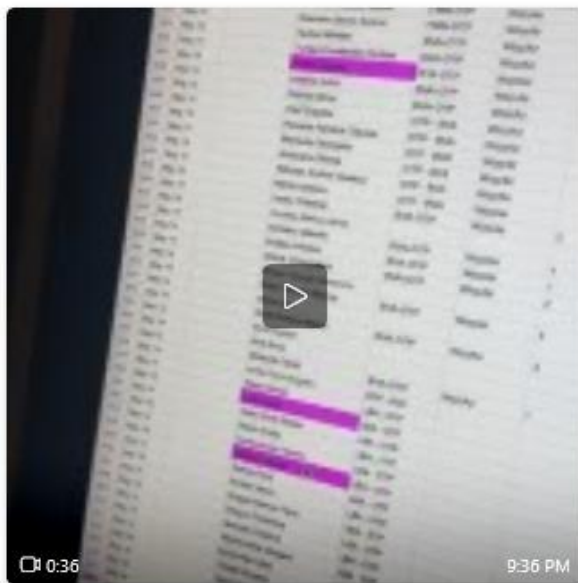
6:34 PM



Irina Ciochiu

@Scott Jordan when you get home send the bank statement of the cc please . Geo see what invoices the account wants after review to match the transactions & figure out how the cc will be paid according with the accountant needs

8:27 PM



0:36

9:36 PM



Some emails did go out

10:13 PM ✓

There's 5 pages of contracts awaiting signatures

10:14 PM ✓

and almost two pages of signed POAs

10:14 PM ✓





FlightHelp- Tech team 🧑‍💻🔧  
Georgiana T, Irina



<https://flighthelp.eu/file-a-claim-fast-e-sign/>

4:49 AM ✓✓

5/23/2023

Are the gate agents going to use the form? Why are they still generating manual contracts?

2:28 PM ✓✓



Irina Ciochiu

Because by the time i Wake up they are Off from work and they do need further instructions and training on how to use it

2:32 PM

Ok. Just making sure

2:33 PM ✓✓

All they need is the link. If you want me to add a link to the footer to make it easy for them to find I will. Once they submit the form it goes to this page as the confirmation and they just need to click the button on the bottom to start again.

2:36 PM ✓✓

<https://flighthelp.eu/agent-fast-claim-confirmation/>

2:36 PM ✓✓



Irina Ciochiu

Because WE DONT HAVE A CRM still there are a lot of precesses and sheets and reports they need to fill in before they add that entry

2:37 PM

being mad won't make the CRM get done faster

2:38 PM ✓✓



Irina Ciochiu

Is not that easy to just implement that on this whole half ass process in case you don't figure this out

2:38 PM

You are asking me why is not done 5 hours after you post it

2:38 PM

Is like me asking you why crm is not done 5 months later

2:38 PM

It won't get faster if you tell me is easy peasy either

2:38 PM

They are being added - will still be processed manual . Another SOP I have to create which you don't consider it takes time on top of all the other manual things I am dealing f with

2:39 PM

Well, me wasting 2 months on a "fast claim" system we apparently didn't need wasn't the best use of time, but it's water under the bridge.

If you want me to automate the submitted claims so they show up on the sheets let me know, that should make some of the manual processing easier.

2:41 PM ✓✓

The only drawback will be that the sheet won't know if the contract has been signed yet, but there's a little workaround I can do

2:42 PM ✓✓



Irina Ciochiu

What are you taking that is not needed ? I Said I didn't have time to implement it as I need



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

No problem, let me know if there's any trouble 7:20 PM ✓✓

**Georgiana T**  
When you have time - the latest by noon tomorrow, please send my salary \$1920  
And Ștefan Iulian \$120.5  
Our Banks will be closed between 1st and 6th 😊 7:21 PM

Damn. Our banks are closed today but I'll make sure it goes out tomorrow 7:21 PM ✓✓

**Georgiana T**  
I know. No worries. That's why I said the latest tomorrow by noon. 😊 7:23 PM

👍  
Thank you! 7:23 PM

You're welcome! Thank you! 7:23 PM ✓✓

Do y'all want me to setup a sync with google sheets so when someone submits a contract it updates the sheet with their submission and adds a link to the sheet with their signed contract when they sign it? 7:25 PM ✓✓

If it makes the Filipinos job easier it can be done, I was already doing that with the old CRM software with zapier so it wouldn't be too hard to implement 7:29 PM ✓✓

**Georgiana T**  
I don't think we need one. They check the claims email inbox 7:31 PM

Unless @Irina Ciochiu thinks otherwise 7:31 PM

Also I worked on the CRM with the dev today and we're making progress on having the signature software integrated into the CRM support tickets, so the signed contracts will automatically be added to the right tickets. I hope to have a solution by the end of the week to test 7:32 PM ✓✓

**Irina Ciochiu**  
**You**  
Do y'all want me to setup a sync with google sheets so when someone submits a contract it updates the sheet with their submission and adds a link to the sheet wi...  
No . I can't risk fucking up the way how It works now 7:32 PM

Ok 7:32 PM ✓✓

5/30/2023

↓

## Exhibit 148



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

07.06.2023 4306	<b>BRITISH AIRWAYS PLC</b> [REDACTED] CUI:8914593 Incoming funds /ROC/024516046000002 //RFB /247456 Amount: 5.926,00 RON Rate: 5,03120	1,177.85	571,563.21
08.06.2023 4307	<b>Wynn Capital Management SRL</b> [REDACTED] 8730  Foreign exchange ING Business Amount: 5.867,76 RON Rate: 4,88980	-1,200.00	570,363.21
08.06.2023 4312	<b>Irina Ciochiu</b> [REDACTED] 7577 BANK OF AMERICA, N.A. Transfer Returnare creditare 8.11.2022, 7.12 2022, 3.01.1023 Amount: 15.766,46 USD Rate: 1,05240 Value date: 12-06-2023	-14,981.43	555,381.78

AEROPORTUL INTERNAȚIONAL  
 AVRAM IANCU CLUJ R.A.  
 Nr. 233 / 15.07.2023

WYNN CAPITAL MANAGEMENT S.R.L.

Nr. \_\_\_\_ / \_\_\_\_

## CONTRACT DE LOCAȚIUNE

### I. PĂRȚILE CONTRACTANTE

Art. 1. Părțile contractante sunt:

1. **AEROPORTUL INTERNAȚIONAL AVRAM IANCU CLUJ R.A.**, cu sediul social în Cluj-Napoca, str. Traian Vuia, nr. 149 Tel. +40.264.307.500, e-mail: office@airportcluj.ro, înmatriculată la Registrul Comerțului sub nr. J12/3463/92, Cod unic de înregistrare RO 2882425, având contul RO12BTRL01301202919844XX deschis la Banca Transilvania, reprezentată prin Dr. Ing. Ciceo David – Director General, în calitate de **Locator**,

și

2. **WYNN CAPITAL MANAGEMENT S.R.L.**, cu sediul în Craiova, str. Parîngului, nr. 72A, jud. Dolj, tel: 0435/796/637, e-mail: irina@flighthelp.eu, înregistrată la Oficiul Registrului Comerțului sub nr. J16/2956/2022, cod fiscal RO 47078863, având contul bancar nr. RO35INGB0000999913038730 deschis la Banca ING, reprezentată legal prin Ioana Irina Ciochiu - Administrator, în calitate de **Locatar**

### II. OBIECTUL CONTRACTULUI

Art.2.1. Obiectul prezentului contract îl constituie următoarele:

- Campanie publicitară de tip sampling, cu perioada de desfășurare: **17 iulie 2023 - 16 ianuarie 2024** inclusiv 2 promotori pe toată perioada contractuală

Tariful nu include stand publicitar și se va desfășura în cadrul Terminalului de Plecări/Sosiri Pasageri, zona publică, din incinta Aeroportului Internațional Avram Iancu Cluj Napoca.

Art.2.2. Desfășurarea de către locator a altor activități decât cele menționate la Art.2.1. va da dreptul Aeroportului Internațional Avram Iancu Cluj, să considere contractul de locațiune reziliat pe deplin drept, fără intervenția instanței de judecată, ca și sancțiune pentru comportamentul contractual culpabil al locatarului.

### III. DURATA CONTRACTULUI

Art.3.1. Prezentul contract intră în vigoare din data de 17.06.2023 până la data de **16.01.2024, cu posibilitate de prelungire.**

Art.3.2. Locatarul va comunica în scris, cu minimum 5 de zile înainte de expirarea termenului, intenția de a prelungi prezentul contract.

### IV. PREȚUL CONTRACTULUI

Art.4.1. Prețul total convenit pentru îndeplinirea contractului, pentru perioada de desfășurare: **17 iulie 2023 - 16 ianuarie 2024**, este după cum urmează:

- **6 luni x 8 euro/zi = 1.472 euro (fără TVA) respectiv 245,33 euro/lună (fără TVA).** Tariful este valabil pentru maxim 2 promotori.

Valoarea totală aferentă perioadei prevăzută la art.4.1. din contract este de **1.472 EURO care se adaugă cota legală de TVA.**

Locator 

Locatar 

## XXI. DISPOZIȚII FINALE

**Art.21.1** Orice modificare la contract va fi făcută în scris, cu acordul ambelor părți.

Prezentul contract conține 7 (șapte) pagini, 21 capitole, și a fost întocmit în 2 (două) exemplare originale, părțile atestând prin semnarea fiecărei pagini a acestuia că au intrat în posesia câte unui exemplar.

**AEROPORTUL INTERNAȚIONAL  
AVRAM IANCU CLUJ R.A.**

**DIRECTOR GENERAL**

Dr. Ing. David Ciceo

**DIRECTOR EXECUTIV ECONOMIC**

Corina Florian

**DIRECTOR EXECUTIV JURIDIC ȘI ACHIZIȚII**

Gabriel Năsui

**ȘEF BIROU MARKETING**

Sorin Costăș

**ȘEF BIROU JURIDIC**

Ioana Ghica

**WYNN CAPITAL MANAGEMENT S.R.L.**

**ADMINISTRATOR**

Ioana - Irina Ciochiu



Întocmit,  
Carla – Ioana Szanto





Georgiana T



You  
yeah but I have to bill it to the card this time. I'll make sure the 6/28/2023 on the next invoice

Perfect. \$350 each of them

4:30 PM

Have you noticed that the payouts for the claims are down a lot from last month?

4:30 PM ✓✓

You  
<https://www.1800flowers.com/>

I will have a look tomorrow. Can't remember if tulips are her favorite or not

4:31 PM

^that's good to know

4:31 PM ✓✓

Yep. And I know why

4:31 PM

Oh, what's going on?

4:31 PM ✓✓

I know some airlines were giving us a problem

4:31 PM ✓✓

Wizz changed from Wizz Hungary to Wizz Malta. So we have a lot of approved cases since March and April that never arrived.

4:32 PM

And my guess is that's because of the change

4:32 PM

I am planing to have someone sending emails for all the old cases where we are missing the Payments

4:32 PM

Ok, I just wanted to make sure we aren't missing something. In May we had like 1200+ incoming payments, but so far in June just 450+

4:33 PM ✓✓

Before they used to send the approval of the case and to ask for the bank account. After giving them the bank account we were receiving a notification that the payment started. And another one with payment completed. Since they made the change, they send the payment straight to the bank account without any emails saying the payment started or it was completed

4:34 PM

So this gap is from those approved and not received Payments

4:35 PM

Ok. Hopefully we get a crazy amount of payments in the coming weeks

4:35 PM ✓✓

I was a little worried because normally I'd expect the monthly number to climb until we reach full processing capacity

4:36 PM

I know some of the other airlines are being a pain and not processing claims too, which sucks





TOP FLIGHTS ▾

HOTELS

CARS

PLAN ▾

CHECK-IN &amp; BOOKINGS

SIGN IN



# Information & Services

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## News

### WIZZ AIR ANNOUNCES ITS INTENTION TO FORM A NEW AIRLINE IN MALTA

May 17, 2022, 10:00

Wizz Air, Europe's fastest growing ultra-low-cost airline and one of the most sustainable, announces that based on the 'Arrangement on Reallocation of Responsibility' document signed today between the European Union Aviation Safety Agency ("EASA") and the Malta Civil Aviation Directorate ("CAD"), it intends to file an application for its Maltese subsidiary to be granted an Air Operator's Certificate ("AOC") with EASA and an Operating Licence ("OL") with CAD.

Subject to confirmation of its AOC and OL from the EASA and CAD, Wizz Air Malta may begin operations in October 2022 with Malta-registered aircraft.

**Wizz Air Chief Executive Officer, József Váradi** said: "We are pleased to announce our intention to establish a new airline subsidiary in Malta. Wizz Air is constantly evaluating the structure of its business and exploring options to establish new AOC's and bases in Europe and beyond. The successful establishment of Wizz Air Malta later this year will help to reinforce our strong position and support our expansion plans in Europe. We look forward to working with EASA and the Maltese CAA to take this application forward."

**Patrick Ky, Executive Director of EASA**, said: "This will be a new step in the already well-established cooperation between the Agency, the Maltese Civil Aviation Directorate and Wizz Air. This new set-up, where one group will operate multiple AOCs based in different Member States, but overseen by the same Competent Authority, demonstrates the possibilities available through the transfer of responsibilities to EASA. We are looking forward to working together on the issuance of this brand-new AOC and the subsequent oversight activities."

**Capt. Charles Pace, Director General of the Civil Aviation Directorate Malta**, stated: "It is an honour to have Wizz Air as one of the Airlines selecting Malta as one of their Principal Places of Business. The team effort and approach of CAD has once again been proven to be a winning formula. I would like to take this opportunity to thank the CEO and Board of Wizz Air for their trust, and I look forward to working with EASA and Wizz Air in issuing the AOC and AOL."



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	2	Account owner:	Wynn Capital Management SRL
Statement date:	31.03.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

#### Summary

Date		Count	Amount
01.03.2023	Opening balance:		200.00
	Total credits:	49	25,888.72
	Total debits:	2	-695.16
31.03.2023	Closing balance:		25,393.56

## Exhibit 154



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

[ Account Statement ]

Statement No.:	3	Account owner:	Wynn Capital Management SRL
Statement date:	30.04.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

## Summary

Date		Count	Amount
01.04.2023	Opening balance:		25,393.56
	Total credits:	279	124,620.82
	Total debits:	27	-30,074.57
30.04.2023	Closing balance:		119,939.81



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

## Account Statement

Statement No.:	4	Account owner:	Wynn Capital Management SRL
Statement date:	31.05.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

### Summary

Date		Count	Amount
01.05.2023	Opening balance:		119,939.81
	Total credits:	1274	533,795.10
	Total debits:	138	-151,320.28
31.05.2023	Closing balance:		502,414.63



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	5	Account owner:	Wynn Capital Management SRL
Statement date:	30.06.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

#### Summary

Date		Count	Amount
01.06.2023	Opening balance:		502,414.63
	Total credits:	427	189,520.39
	Total debits:	76	-142,649.33
30.06.2023	Closing balance:		549,285.69



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

# Account Statement

Statement No.:	6	Account owner:	Wynn Capital Management SRL
Statement date:	31.07.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

## Summary

Date		Count	Amount
01.07.2023	Opening balance:		549,285.69
	Total credits:	1064	441,392.09
	Total debits:	41	-145,793.72
31.07.2023	Closing balance:		844,884.06



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

# Account Statement

Statement No.:	7	Account owner:	Wynn Capital Management SRL
Statement date:	31.08.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

## Summary

Date		Count	Amount
01.08.2023	Opening balance:		844,884.06
	Total credits:	1209	564,111.51
	Total debits:	56	-203,675.73
31.08.2023	Closing balance:		1,205,319.84



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	8	Account owner:	Wynn Capital Management SRL
Statement date:	30.09.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

#### Summary

Date		Count	Amount
01.09.2023	Opening balance:		1,205,319.84
	Total credits:	666	316,010.44
	Total debits:	68	-269,584.24
30.09.2023	Closing balance:		1,251,746.04



ING Bank N.V. Amsterdam Bucharest Branch,  
54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
BIC code (SWIFT): INGBROBU

Account Statement

Statement No.:	9	Account owner:	Wynn Capital Management SRL
Statement date:	31.10.2023	CUI:	47078863
Account number:	RO08INGB0000999913038731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

#### Summary

Date		Count	Amount
01.10.2023	Opening balance:		1,251,746.04
	Total credits:	3181	1,423,416.05
	Total debits:	531	-463,477.59
31.10.2023	Closing balance:		2,211,684.50



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, [www.ing.ro](http://www.ing.ro)  
 BIC code (SWIFT): INGBROBU

# Account Statement

Statement No.:	10	Account owner:	Wynn Capital Management SRL
Statement date:	30.11.2023	CUI:	47078863
Account number:	8731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

## Summary

Date		Count	Amount
01.11.2023	Opening balance:		2,211,684.50
	Total credits:	432	181,869.73
	Total debits:	308	-280,973.44
30.11.2023	Closing balance:		2,112,580.79



ING Bank N.V. Amsterdam Bucharest Branch,  
 54A Aviator Popisteanu Street, Building no. 3, district 1, 012095 Bucharest, Romania  
 TR: J40/16100/1994, Tax ID: RO6151100, RIC: RB-PJS-40-024/18.02.1999  
 Tel: +40 21 222 16 00, Fax: +40 21 222 14 01, www.ing.ro  
 BIC code (SWIFT): INGBROBU

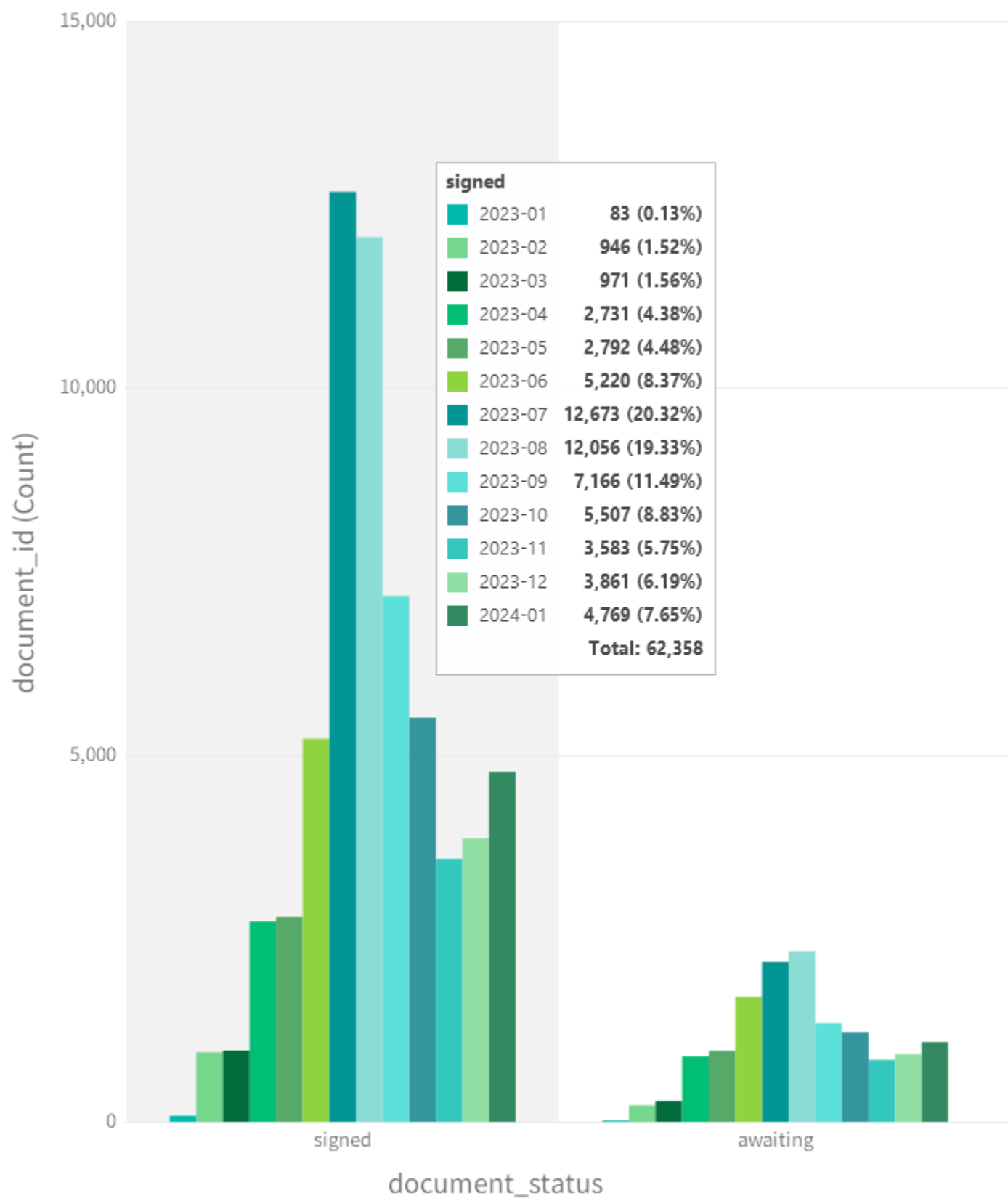
Account Statement

Statement No.:	11	Account owner:	Wynn Capital Management SRL
Statement date:	31.12.2023	CUI:	47078863
Account number:	RO08INGB0000999913038731	Address:	Strada Paringului, Nr 72A
Currency:	EUR		Craiova, 200719
Account name:	Current Account		

#### Summary

Date		Count	Amount
01.12.2023	Opening balance:		2,112,580.79
	Total credits:	657	307,759.83
	Total debits:	654	-487,826.56
31.12.2023	Closing balance:		1,932,514.06

Exhibit 163





Georgiana T



Hey. Is Irina an authorized user?

2:19 PM

6/30/2023

I am trying to transfer miles to her flying blue account

2:19 PM

Yeah she's on there

2:19 PM

Any idea why I don't see her name?

2:19 PM

Let me check

2:20 PM



2:22 PM

I'm not sure why you can't select her

2:23 PM

I wonder if the miles will be transfers if I add her flying Blue account

2:23 PM

It could be because to open the credit card I had to use my personal credit

2:24 PM

because the company didn't have nay

2:24 PM

any\*

2:24 PM

but that doesn't make much sense to me because she's on the account too

2:24 PM

try to add her flying blue account

2:25 PM

but don't nuke all of our points on a first class ticket

2:25 PM



2:25 PM

95500

2:26 PM

7/2/2023

Hi. Any idea what happend with Wise? Money are not in.

4:17 AM





FlightHelp- Tech team 🛩️🔧

Georgiana T, Irina

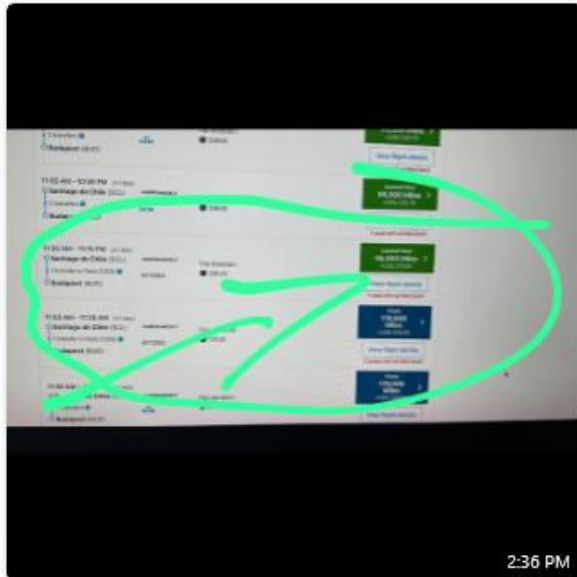


Irina Ciochiu

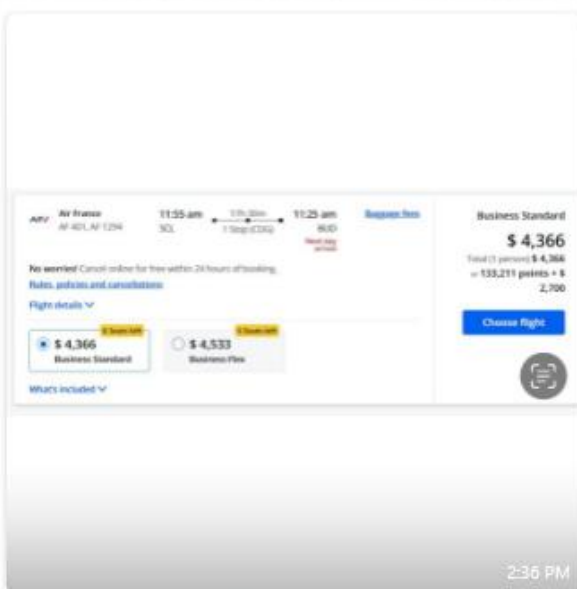
This message was deleted.

2:36 PM

6/30/2023



2:36 PM



2:36 PM

This Vs this

2:37 PM

that's fine, when are you going?

2:40 PM



Georgiana T

Just to change the subject because it's becoming 🔥😬

Were you able to make the Wise transfers?

I just got a reminder from one of the philippines that July 1st is Weekend 🤔


2:41 PM



Exhibit 166

The image is a screenshot of a flight search results page. It displays several flight options from Budapest (BUD) to Santiago de Chile (SCL). The page is annotated with red lines and circles. A large red circle encompasses the first two flight options. A red line connects the 'View flight details' button for the second option to the 'From 119,000 Miles' button for the third option. Another red line connects the 'View flight details' button for the third option to the 'From 119,000 Miles' button for the fourth option. The flight options are as follows:

Flight Option	Route	Airline	Flight Number	Trip Duration	Fare	Seats Left
1	Budapest (BUD) to Santiago de Chile (SCL) (+1 day)	AIRFRANCE	-	29h00	95,500 Miles +USD 232.70	1 seat left at this fare!
2	Budapest (BUD) to Santiago de Chile (SCL) (+1 day)	AIRFRANCE	AF1694	29h20	95,500 Miles +USD 211.50	1 seat left at this fare!
3	Budapest (BUD) to Santiago de Chile (SCL) (+1 day)	AIRFRANCE	AF1294	17h30	From 119,000 Miles +USD 210.20	2 seats left at this fare!
4	Budapest (BUD) to Santiago de Chile (SCL) (+1 day)	AIRFRANCE	-	-	From 119,000 Miles +USD 213.60	-

**Air France**  
AF 401, AF 1294

11:55 am  
SCL


17h 30m  
1 Stop (CDG)

11:25 am  
BUD  
Next day arrival

[Baggage fees](#)

**Business Standard**  
**\$ 4,366**  
Total (1 person) **\$ 4,366**  
or **133,211 points + \$ 2,700**

**Choose flight**



**No worries!** Cancel online for free within 24 hours of booking.  
[Rules, policies and cancellations](#)

[Flight details](#) ▾

6 Seats left

☒ **\$ 4,366**  
Business Standard

6 Seats left

☐ **\$ 4,533**  
Business Flex

[What's included](#) ▾



FlightHelp- Tech team 🧑🏻‍💻🔧

Georgiana T, Irina



It's been like this for 3 days - trying to figure out 7/6/2023 any shady shit

1:40 PM

That could be a lot of things, it could mean their app is broken and not letting anybody in, or it could be an authentication error, meaning they disabled the account and it's just punting us out

1:41 PM ✓✓



Irina Ciochiu

We have few hundred unprocessed claims - wandering how I can plan the team/ we are conditioned by this essentially

1:41 PM

Can you send me the credentials so I can test and see the server response?

1:41 PM ✓✓



Irina Ciochiu

@Georgiana T

1:42 PM



Georgiana T

One sec

1:42 PM



Irina Ciochiu

She is also testing a new account to make sure is not a "ban" for us

1:42 PM

yeah that's a good idea

1:42 PM ✓✓



Georgiana T

support@flighthelp.center

1:43 PM

what's the login url?

1:43 PM ✓✓



Georgiana T



Wizz Air Company Claims - Sign in

wizzair.com

[https://wizzair.com/Claims.Companies.IdentityProvider/en-gb/account/login?url=%2FClaims.Companies.IdentityProvider%2Fconnect%2Fauthorize%2Fcallback%3Fclient\\_id%3Djs%26redirect\\_uri%3Dhttps%253A%252F%252Fwizzair.com%252FclaimCompanies%252Fcallback.html%26response\\_type%3Dcode%26scope%3Dopenid%2520profile%2520bff.readwrite%26state%3Dbacad5dbd5d6416aae8981e0c3eacc0d%26code\\_challenge%3DAA4bsCGmNfDAigY8YnFvah8LmRIQDqI7o38YI2j0JMY%26code\\_challenge\\_method%3DS256%26response\\_mode%3Dquery](https://wizzair.com/Claims.Companies.IdentityProvider/en-gb/account/login?url=%2FClaims.Companies.IdentityProvider%2Fconnect%2Fauthorize%2Fcallback%3Fclient_id%3Djs%26redirect_uri%3Dhttps%253A%252F%252Fwizzair.com%252FclaimCompanies%252Fcallback.html%26response_type%3Dcode%26scope%3Dopenid%2520profile%2520bff.readwrite%26state%3Dbacad5dbd5d6416aae8981e0c3eacc0d%26code_challenge%3DAA4bsCGmNfDAigY8YnFvah8LmRIQDqI7o38YI2j0JMY%26code_challenge_method%3DS256%26response_mode%3Dquery)

1:43 PM





Georgiana T



I spoke to chase specific 7/2/2023 these two transactions so it should be good

9:37 PM ✓✓

Thank you! I will let them know

9:39 PM

7/9/2023

Hey 😊

How many invoices did we pay from ING to Chase? 3?  
Can't find the first one

4:47 PM

Two so far

4:57 PM ✓✓

The other one was repayment to Vetti Media

4:57 PM ✓✓

I need to send another for this month too, just been busy

4:58 PM ✓✓

Do we have anywhere online that we're keeping the accounting so I can see a balance sheet?

4:58 PM ✓✓

I don't want to blindly send invoices or wires without knowing what the finances look like, considering most of the money has to be paid out to passengers

4:59 PM ✓✓

Will also need to know for disbursements when we decide to do those

5:00 PM ✓✓

We don't. I will ask the accountant to send me what she has

5:02 PM



When you get a chance please send the \$500 bonus because I can't have it together with the salary. Need to stick under \$2000 for each payment 🙄

5:03 PM

Ok, we need to digitize everything. It's important, especially if we're going to start cash flow to the US entity to attract investment.

5:04 PM ✓✓

I will

5:04 PM ✓✓

Romanian accounts are not the same as US 🙄

5:04 PM

What do you mean?

5:04 PM ✓✓

Kidding. I mean they are not so digitalized 🙄

5:05 PM

Ah, well we need to start using something like Xero or QuickBooks, it will make things like taxes easier too.

5:06 PM ✓✓





Georgiana T



Right now there is a canceled departure and a qualified arrival. At the same time

7/9/2023

5:19 PM

So it's working?

5:22 PM

Just to touch on what we were talking about. I want to make sure the accounting is transparent so I can know when it will be good for me to quit or scale back my other jobs and spend most of my time on FlightHelp. You both know that working 80+ hours a week sucks, which is what I've been doing trying to balance everything.

5:24 PM

And I think we're almost at the point where I can do that revenue wise. Fingers crossed

5:25 PM

You

So it's working?

Working what?

5:25 PM

Yes. It is

5:25 PM

The forms

5:25 PM

Ok good

5:25 PM

You

Just to touch on what we were talking about. I want to make sure the accounting is transparent so I can know when it will be good for me to quit or scale back my other jobs and spe...

I will ask her to send me first what she has and then you can request other documents if you need it.

I am now sending her all the Bills and Payments that we had in June

5:26 PM

Ok in that case let me send the last invoice I have

5:27 PM

Ok it's sent

5:33 PM

The ING app keeps breaking so I can't send a payment right now, I'll try again later

5:44 PM

Your wire is scheduled for tomorrow btw

5:46 PM

You

The ING app keeps breaking so I can't send a payment right now, I'll try again later

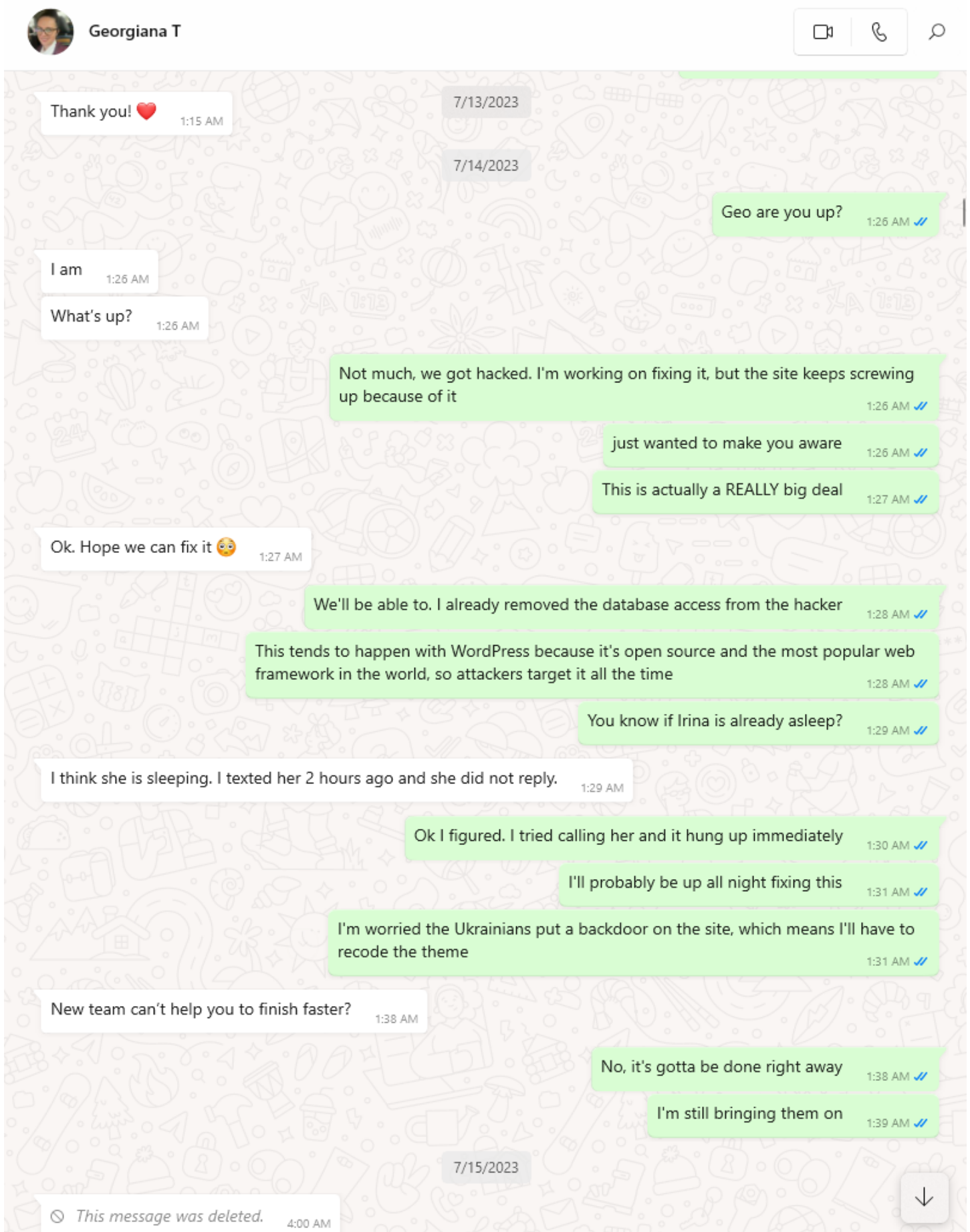
It is because of me. You can try now

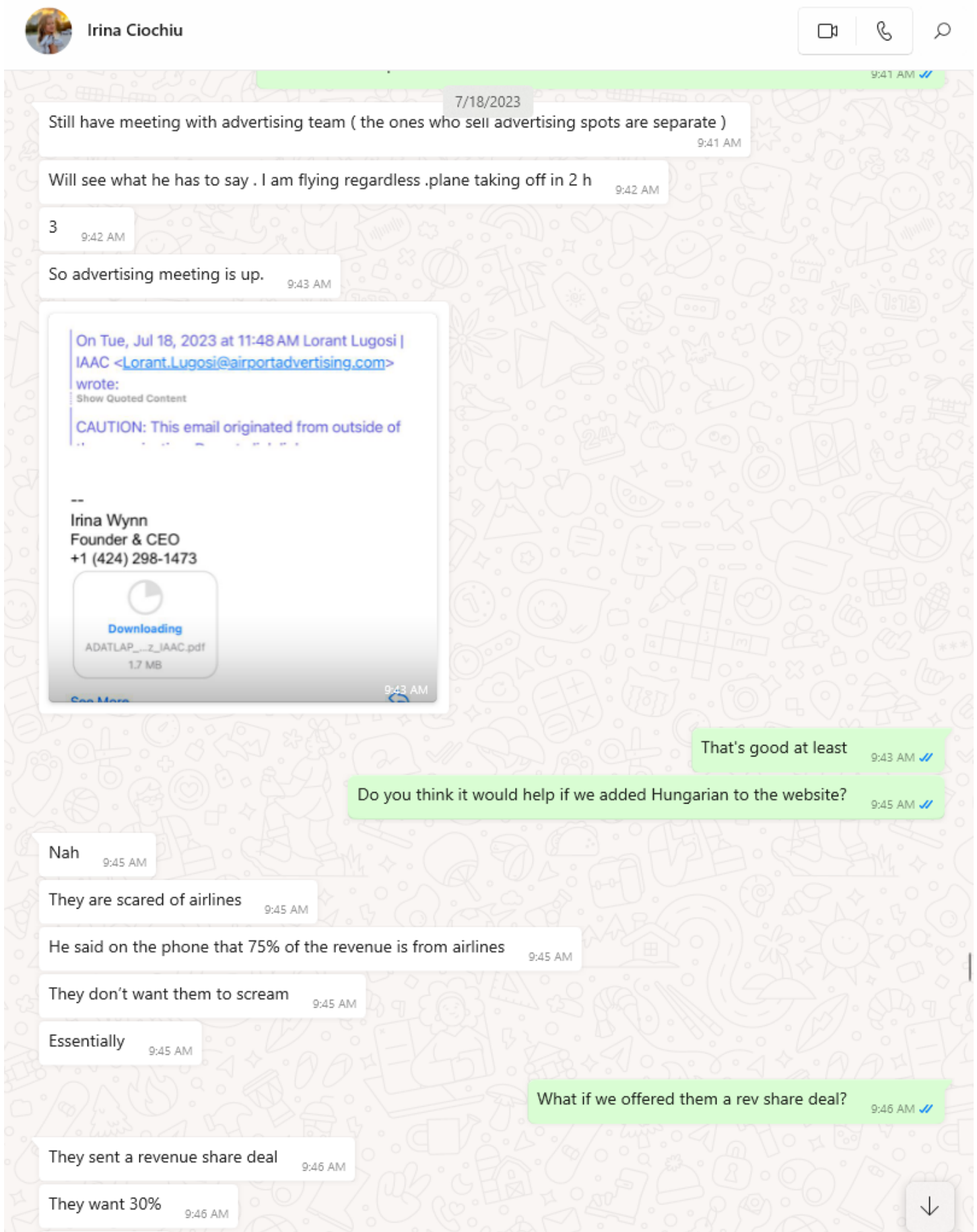
5:46 PM

Ok, thanks

5:46 PM

I was downloading the statements







Irina Ciochiu



2 bottles of wine

8:20 PM

It's negotiable from this point

8:21 PM

Kinda everything

8:21 PM

So we'll have gate access or just that booth?

8:21 PM ✓✓

Hell yeah

8:21 PM ✓✓

Good job!

8:21 PM ✓✓

I had an interesting conversation with a private equity guy today, talked to him about flighthelp for over an hour

8:22 PM ✓✓

+ this dude

8:22 PM

Will likely get us on other airports

8:22 PM

He is very very connected

8:22 PM

That's awesome. Is he easy to deal with?

8:23 PM ✓✓

Not really . But he think he's gonna marry me

8:24 PM

Lmao

8:24 PM ✓✓

Women are so lucky. This would have never worked if I went to Budapest.

8:25 PM ✓✓

Guys can't get away with the seduction sale the same way

8:25 PM ✓✓

Hopefully you didn't have to do anything that made you uncomfortable

8:26 PM ✓✓

That's another story for another day 😊

8:29 PM

Irina... 🤔

8:30 PM ✓✓





Georgiana T



Thank you!

11:13 AM

Ahh, yes. Just a moment

11:13 AM

7/30/2023

Hey,

Ştefan Iulian \$424

Me \$1960

And will get wise amounts tomorrow 😊

Thank you!

5:45 PM

No problem!

5:45 PM

8/1/2023

Good morning! 🌞

Wise transfers:

Anne 2092 (4 people)

Rhoda 382

Mariloie 422

10:04 AM

Thank you!

10:04 AM

Btw if you want to be saved you can give me the logins for the next Payments 😊

10:05 AM

It's alright, the Wise login is tied to 2FA on my phone so I'll just take care of it. If there's an issue I have to call the bank anyway

10:08 AM

Btw, the phone and WhatsApp system is on the way!

10:09 AM

10:09 AM

So when someone calls, SMS's, or WhatsApp messages us it will tie them to their ticket

10:09 AM

Thanks God!

10:09 AM



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

**Irina Ciochiu**  
Fibra 4:54 AM

**Georgiana T**  
Hi @Scott Jordan 8:01 AM

8/3/2023

We need to setup RingCentral with Romanian number for the sales team. The ones that work remote. We need it tomorrow morning the latest. Romanian time 8:02 AM

**Irina Ciochiu**  
7 aug - Barcelona anulqr

I need the folowing to be done :

Assignments form singed emails to be sent as well to :

If - otopeni assignments should be sent to otopeni email .

[otopeni@flighthelp.center](mailto:otopeni@flighthelp.center) -GEO CHOOSE ONE OF THEM  
[otopeni@flighthelp.eu](mailto:otopeni@flighthelp.eu)

If cluj assignments should be sent to [cluj@flighthelp.eu](mailto:cluj@flighthelp.eu)

On this way 40 people don't have access to claims email and open emails / leave them on read .

This needs to be done asap. 11:07 AM


Ignore first line 11:09 AM

**Georgiana T**  
[otopeni@flighthelp.center](mailto:otopeni@flighthelp.center) 11:09 AM

**Irina Ciochiu**  
Ernest on cluj team to be added Georgi Romina on Cluj team too 11:36 AM

Ok just to clarify, you still want the emails being sent to "claims" as well? 11:37 AM

**Irina Ciochiu**  
Corect 11:38 AM

 **FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

No need for time frame 3:51 PM


8/7/2023


One sec to edit the message for poa link 3:51 PM


Ok, was just thinking it would be helpful to set customer expectations to cut down on negative feedback 3:52 PM ✓✓

Like, if we tell them up front that it's going to take a certain amount of time, they won't complain as often (or leave us bad reviews) 3:52 PM ✓✓


at least it should cut down on it 3:52 PM ✓✓


 **Irina Ciochiu**  
My thoughts from processing thousands of claims already I don't think it will make a difference 3:53 PM

 **Georgiana T**  
They will do it anyway. Like i tell them a couple of weeks or even a couple of months. After a week they call 3:53 PM


 **Irina Ciochiu**  
They are two type of people: they want the money the same day or they don't bother much 3:53 PM

Yeah some people are like that 3:53 PM ✓✓

 **Georgiana T**  
Once we have the CRM and we send them automatic emails, they will stop calling 3:53 PM

 **Irina Ciochiu**  
And the ones that want it the same day will call twice a week till they get it 3:54 PM

I just don't want to get stuck doing ORM for us if we get killed on TrustPilot or Google 3:54 PM ✓✓


 **Irina Ciochiu**  
Those fuckers don't have an email 3:54 PM

I wouldn't be so worried 3:54 PM

It's just that they don't understand how the process works because it's not something common in Romania for them to get anything but a fuck off from the airlines 3:54 PM

idk Irina, I get that people will complain anyway, but I think even if it cuts down on bad reviews by 10%, it will be worth it. 3:55 PM


Exhibit 177

 **FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

If not, I just change it to the Romanian company 11:38 AM

We need a Romanian address for FlightHelp LLC, like right now I can't buy a Romanian number because the company name in Romania isn't the same business 11:39 AM ✓✓

We have to fix the company structure anyway, because this will become a bigger problem as we expand 11:39 AM ✓✓


 **Georgiana T**  
Can we use the Romanian company to buy numbers? 11:40 AM

We'd probably have to setup an entirely different account 11:40 AM ✓✓

and it wouldn't scale to other countries 11:40 AM ✓✓


the same problem would occur 11:41 AM ✓✓

We have the office at the airport right? 11:41 AM ✓✓

 **Georgiana T**  
Yes 11:45 AM


Ok so we have an address we can use. We need to do this: <https://www.onrc.ro/index.php/ro/inmatriculari/persoane-juridice/sucursala-unei-sc-cu-sediul-in-strainatate> 11:46 AM ✓✓

Perhaps we can talk to Razvan about this 11:46 AM ✓✓

 **Georgiana T**  
The office is rented under Wynn capital 11:47 AM

We're going to have to do this anyway if we're going to structure everything into subsidiaries 11:47 AM ✓✓

yeah I know 11:47 AM ✓✓

 **Georgiana T**  
I know who to ask 11:47 AM

Calling someone now 11:47 AM

Basically if we're going to have to setup a company in each country, we need to start structuring everything with the parent-subsidary model so we don't run into these issues 11:48 AM ✓✓

because otherwise every business will be a separate entity and it'll be a pain to tie it together or acquire services in any unified kind of way 11:49 AM ✓✓



FlightHelp- Tech team 🧑‍💻🔧  
Georgiana T, Irina



structuring everything with the parent-subsiary model so we don't run into these issues

11:48 AM ✓

because otherwise every business will be a separate entity and it'll be a pain to tie it all together or acquire services in any unified kind of way

11:49 AM ✓



Irina Ciochiu

You

Basically if we're going to have to setup a company in each country, we need to start structuring everything with the parent-subsiary model so we don't run into these...

Yah Scott NexT countries are on you .

11:50 AM

You are going to work your ass off for the contacts and hiring 838383 people and train them on broken spreadsheets as call from theirs normal phones

11:51 AM

I am done here

11:51 AM

What are you talking about? I'm just talking about corporate structure so we can build out for growth

11:51 AM ✓



Irina Ciochiu

This system is a joke . It's mid august I still don't have a fucking crm

11:51 AM

Don't change the damn topic of this calling app

11:52 AM

The calling app is part of the CRM, that's the point

11:52 AM ✓



Irina Ciochiu

This has nothing to do with the corporate structure and the fact that the calling system is not working

11:52 AM

Geo is going on a holiday tomorrow and I am having 838838383 calls to handle and a whole ass team

11:52 AM

I can tell you from now I won't o in one phone call more than I have to do because the app is not ready

11:53 AM

Irina, if we can't purchase national numbers for the CRM in each country, that's a problem related to the corporate structure... even if the CRM was already running this would still be a problem

11:53 AM ✓



Irina Ciochiu

I asked you to use ring central

11:54 AM

You said no


11:54 AM




You don't have a crm regardless to integrate with

11:54 AM



Exhibit 179

**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina




Not even to get an invoice . 4:54 PM

**You**  
it needs to be a utility bill or rental agreement or something like that

@Georgiana T get this 4:54 PM

Well apparently I can register as a foreign agent but I'd honestly have to ask an attorney because I don't understand all the requirements 4:54 PM ✓✓

Irina it may be a good idea to start this process anyway if we're planning on nesting everything under the umbrella company 4:55 PM ✓✓

 **Irina Ciochiu**  
Scott 4:55 PM

Not the right time 4:55 PM


I have not stopped since I came to Romania 4:55 PM

I still have people to hire , train and finish with the cluj airport to get an office 4:56 PM

Unless you come and help let me do it on my own phase 4:56 PM

I can't do more things that I do as speaking . I am working 20 h a day 4:56 PM

I'm not asking you to do it, we'd need someone else to help anyway 4:57 PM ✓✓

 **Irina Ciochiu**  
I am in a city I never been before alone trying to build a team 4:57 PM

Don't put more pressure on me please 4:58 PM

I can't take over airports / train teams / hire and do administrative shit too . 4:59 PM

You need to somehow get involved and take over from the tasks 4:59 PM


Tech side is not helping to make my life easier - is inexistent still . 4:59 PM

Advertising was supposed to be done in Feb - we still have 0 of it 5:00 PM

But when it comes to give me more work - sure no problem 5:00 PM

As you could see I am pissed big time 5:00 PM

You're not the only one. 5:01 PM

 **Irina Ciochiu**



FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina



This isn't some kind of pissing contest Irina, we both have a lot of things we do. Do you even know how many pieces of software have to work together to constantly run the site? Thirty one. When one little thing breaks, who fixes it? Me. When we get attacked and we have to fight off the attacker so the business doesn't grind to a halt, who stays up all night to do it? Me. I could hire out individual teams to do a lot of things, like:

DevOps  
Digital Biz Ops  
Programming  
QA  
Analytics  
Product Management  
UI/UX  
Tech Support  
Security  
and last but not least... Marketing

But none of that was cost effective until recently.

5:17 PM ✓✓



Irina Ciochiu

We have 0 marketing / 0 UI / UX / 0 analytics / 0 support

5:18 PM

So this whole pretending like I'm doing nothing when it's blatantly untrue and I should probably hire some nerd to handle each of those things, makes me angry.

5:18 PM ✓✓



Irina Ciochiu

I didn't say you are doing nothing - all I am saying is that if I don't bother you with your job don't bother me with extra jobs on my plate when I am literally working non stop

5:19 PM

The only thing I haven't started spending on is marketing. If you want me to set a budget and start spending for it, fine. That's not a problem

5:19 PM ✓✓

But I'm not just sitting around jerking off while you're working 20h days, that's not happening

5:20 PM ✓✓



Irina Ciochiu

Isn't that supposed to be stated in February ? Like I am not sure why I have to tell you what to do / start

5:20 PM

We didn't have a budget in February Irina... We only broke even a couple of months ago. Why would we spend money on something that has a 3X higher CPA (if you believe our competitors metrics) when in-person is far more efficient?

5:22 PM ✓✓



Irina Ciochiu

Like you don't exist .

5:22 PM



8/11/2023

We didn't have a budget in February Irina... We only broke even a couple of months ago. Why would we spend money on something that has a 3X higher CPA (if you believe our comp...

5:23 PM

5:24 PM

5:25 PM

5:27 PM ✓

5:27 PM ✓✓

5:28 PM ✓

[illegible]

5:32 PM

5:41 PM

CLOJ - BCN 2:07 AM

I opened like 5 POA's



## Exhibit 182

```

C:\Users\splace\My Drive\FlightHelp\Custom Plugins\Freshdesk Ticket ID\gf-freshdesk-ticket-id.php - Sublime Text (UNREGISTERED)
File Edit Selection Find View Goto Tools Project Preferences Help
gf-freshdesk-ticket-id.php gfti_script.js x
1  <?php
2  /*
3  Plugin Name: GF Freshdesk Ticket ID
4  Description: Custom plugin to append Freshdesk ticket ID to Gravity Forms entry
5  Version: 1.0
6  Author: FlightHelp (Scott Jordan)
7  Author URI: https://FlightHelp.eu
8  */
9
10 // Make sure this file is called from within WordPress
11 defined('ABSPATH') or die();
12
13 // Add settings page
14 add_action('admin_menu', 'gfti_add_settings_page');
15 function gfti_add_settings_page() {
16     add_options_page('GF Freshdesk Ticket ID', 'GF Freshdesk Ticket ID', 'manage_options', 'gfti', 'gfti_render_sett
17 }
18
19 // Render settings page
20 function gfti_render_settings_page() {
21     ?>
22     <h2>GF Freshdesk Ticket ID Settings</h2>
23     <form action="options.php" method="post">
24         <?php
25             settings_fields('gfti_options');
26             do_settings_sections('gfti');
27         ?>
28         <input name="submit" class="button button-primary" type="submit" value="<?php esc_attr_e('Save'); ?>" />
29     </form>
30     <?php
31 }
32
33 // Register settings
34 add_action('admin_init', 'gfti_register_settings');
35 function gfti_register_settings() {
36     register_setting('gfti_options', 'gfti_options', 'gfti_validate_options');
37     add_settings_section('gfti_main', 'Main Settings', 'gfti_render_main_section', 'gfti');
38     add_settings_field('gfti_form_field_pairs', 'Form ID and Field ID Pairs', 'gfti_render_form_field_pairs_field',
39     add_settings_field('gfti_api_key', 'Freshdesk API Key', 'gfti_render_api_key_field', 'gfti', 'gfti_main');
40 }
41
42 // Validate options
43 function gfti_validate_options($input) {
44     // Validate form ID and field ID pairs - ensure they're positive integers
45     foreach ($input['form_field_pairs'] as $key => $pair) {
46         $input['form_field_pairs'][$key]['form_id'] = absint($pair['form_id']);
47         $input['form_field_pairs'][$key]['field_id'] = absint($pair['field_id']);
48     }
49
50     $input['api_key'] = sanitize_text_field($input['api_key']);
51     return $input;
52 }
53
54 // Render main section
55 function gfti_render_main_section() {
56     echo '<p>Enter your settings here.</p>';
57 }
58
59 // Render form ID and field ID pairs field
60 function gfti_render_form_field_pairs_field() {
61     $options = get_option('gfti_options');
62     $pairs = $options['form_field_pairs'];
63
64     if (!$pairs) {
65         $pairs = array(array('form_id' => '', 'field_id' => ''));
66     }
67
68     foreach ($pairs as $pair) {
69         echo "<p>";
70         echo "<label>Form ID: <input type='text' name='gfti_options[form_field_pairs][][form_id]' value='" . esc_attr
71         echo "<label>Field ID: <input type='text' name='gfti_options[form_field_pairs][][field_id]' value='" . esc_a
72         echo "<button type='button' class='button gfti_remove_pair'>Remove</button>";

```

Exhibit 183



Georgiana T



5:22 PM

8/29/2023

We had a big charge I didn't recognize from "Austrian" too. I figured it was airline tickets?

5:23 PM ✓✓

I rented a car for Irina and sue wasn't able to pick it up because they requested a Master Card or Visa credit card. Physical card. She had only Amex

5:24 PM

They did not wanted to accept anothe card because they needed Irina's card

5:24 PM

The only one she had was Apple, but it doesn't have any details on it

5:24 PM

Ah, that's dumb. Ok. I'll dispute the charge. I have her physical card sitting right here in front of me...

5:24 PM ✓✓

You want me to Fedex it over?

5:25 PM ✓✓

We tried changing the name so she can use another fresh card, but they said we need to do it 24 h before pick up

5:25 PM

Pick up

5:25 PM

Nope. She is good. We got another car. Without deposit 😊

5:25 PM

Ok good

5:25 PM ✓✓

That "Austrian" charge was for airline tickets right? It was like \$1,700

5:26 PM ✓✓

Yes. For Summer and Irina's dad. They came to Romania because he needs to renew some info at the bank and even though I have full access they needed him in person for 5 minutes with his ID 🙄

5:27 PM

And Summer wanted to see Irina

5:27 PM

I figured that's what it was

5:27 PM ✓✓

Good, I'm glad Summer is with her

5:28 PM

That was the cheapest option

5:28 PM



## Exhibit 184

08/23	CN TAR TAROM SA-MOBILP ORAS OTOPENI	161.57
	08/24 EURO	
	148.01 X 1.091615431 (EXCHG RATE)	
08/23	EWWW.IO HTTPSEWWW.IO MT	7.00
08/24	BOLT.EU/O/2308241508 Tallinn	8.97
	08/25 ROMANIAN LEU	
	40.70 X 0.220393120 (EXCHG RATE)	
08/23	AUSTRIAN AIR2578015503805 NEW YORK NY	869.95
082823	1 T LAX VIE	
	2 T VIE OTP	
	3 X OTP CFU	
	4 T CFU FRA	

**This Statement is a Facsimile - Not an original**

X 0000001 FIS33339 C 1

N 2 03 23/09/03

Page 9 of 13

00225 MA DA 14563

24610000010001456305



Manage your account online at:  
[www.chase.com/cardhelp](http://www.chase.com/cardhelp)



Customer Service:  
 1-800-346-5538



Mobile: Download the  
 Chase Mobile® app today

## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
08/24	BOLT.EU/O/2308242048 Tallinn	3.95
	08/25 ROMANIAN LEU	
	17.90 X 0.220670391 (EXCHG RATE)	
08/23	AUSTRIAN AIR2578015503807 NEW YORK NY	869.95
082823	1 T LAX VIE	
	2 T VIE OTP	
	3 X OTP CFU	
	4 T CFU FRA	
08/24	BOLT.EU/O/2308241903 Tallinn	6.81
	08/25 ROMANIAN LEU	
	30.90 X 0.220388349 (EXCHG RATE)	

A

Austrian Airlines Flight Service  
flight.service@information.austrian.com

Reply

Reply All

Forward

Archive

Junk

Delete

More

To IRINA@FLIGHTHELP.EU

8/27/2023, 7:06 PM

Your flight is ready for check-in | From Los Angeles to Bucharest on 28 August 2023

## Check in for your flight to Bucharest

Dear Ion Teodor Ciochiu,

Check in now conveniently with the Austrian Airlines app or on our website.

We look forward to welcoming you on board soon.

**CHECK IN NOW**



### Additional carry-on baggage regulations for flights to the U.S.

Powder and powder-like substances in quantities exceeding 350 ml may not be transported in carry-on baggage. Our recommendation: Do not carry them with you, or stow such substances in your checked baggage.

## Travel details

28.08.2023

1 stop(s)

**LAX**



**OTP**

Los Angeles

Bucharest

**15:05**

**18:10**

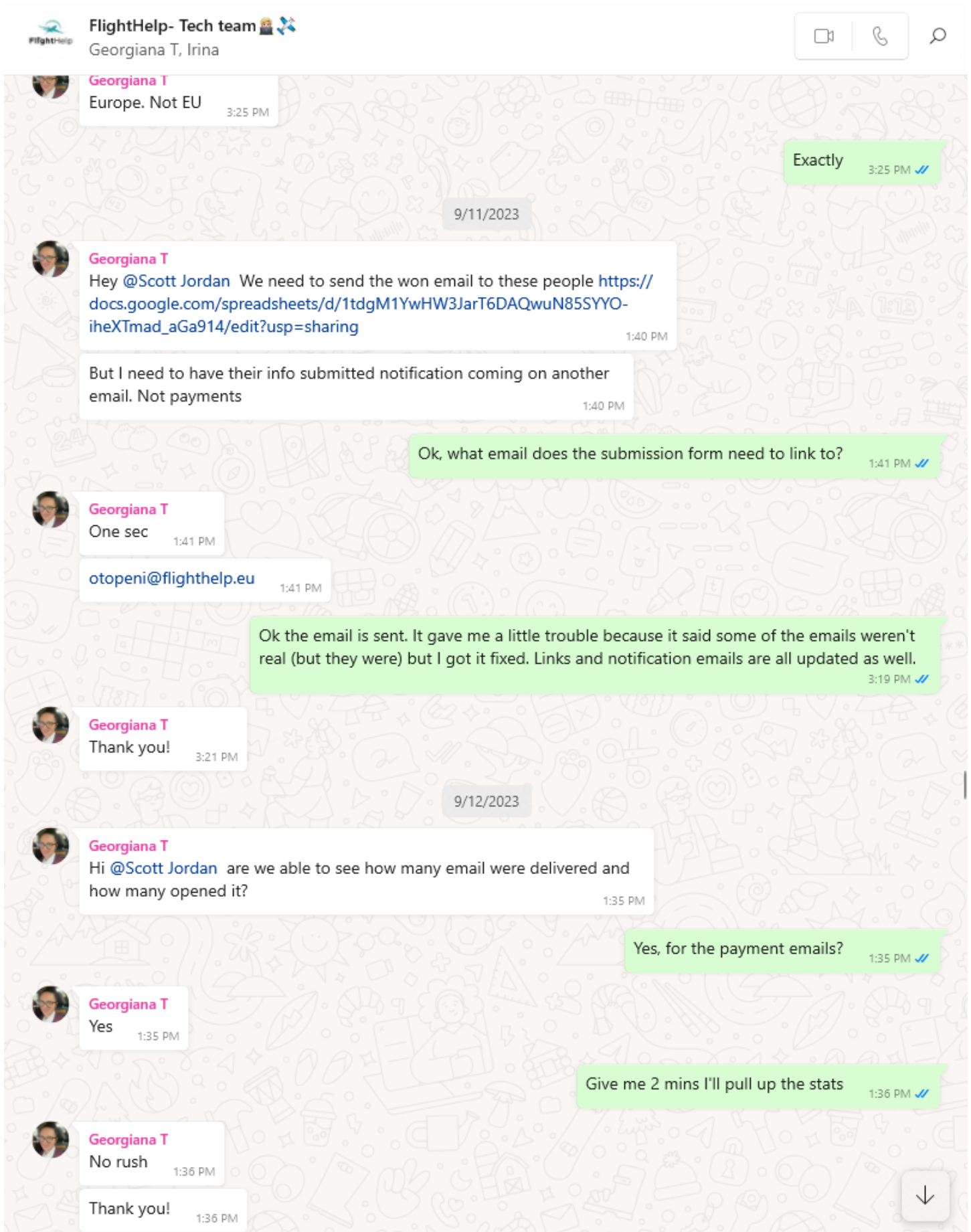




Exhibit 187

 **FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

( flight distance ) 2:43 PM 9/14/2023


Ok. Good to know. That means I can't use my fancy longitude and latitude distance formula. I'll find out how to get the flight distance for the calculation 2:44 PM ✓✓

 **Georgiana T**  
@Scott Jordan 3rd Tab on the sheet is gtg for the payment email 2:45 PM


Ok, will get it queued up 2:45 PM ✓✓

I also found an API that will give me gate to gate times 2:46 PM ✓✓

So the airlines can't BS 2:46 PM ✓✓


 **Georgiana T**  
Agents saw the airports dropdown and they like it 😊 2:47 PM

Good! 2:47 PM ✓✓

 **Georgiana T**  
They were asking if we can have Wizz first on the airline list 2:47 PM


So they don't need to scroll that much 2:47 PM


Yeah of course. I'll set the airlines to auto-complete as well 2:47 PM ✓✓

 **Irina Ciochiu**  
Sorry I didn't knew 2:47 PM


I am in charge to scream at team 2:48 PM

no worries! 2:48 PM ✓✓

 **Irina Ciochiu**  
Geo is the kind one 2:48 PM

 **Georgiana T**  
🤔🤔🤔🤔🤔 2:48 PM

I think we have all the personalities that make up a good team. 2:49 PM ✓✓

 **Georgiana T**  
Someone has to be a Bau Bau in the team. And another one has to be the Good one 🤔 2:52 PM

↓

FlightHelp- Tech team 🧑🏻‍💻🔧  
Georgiana T, Irina

9/25/2023

**Irina Ciochiu**  
Nope 6:01 PM

I use chrome sometimes 6:02 PM

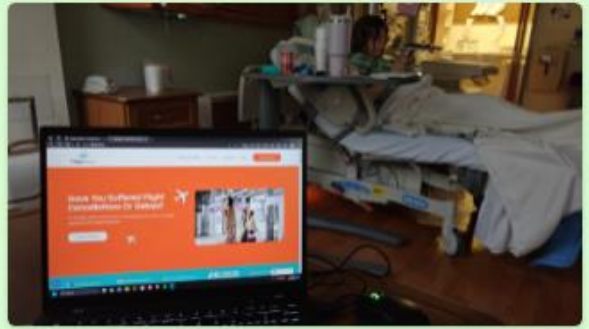
And it just started doing this? 6:02 PM ✓✓

**Irina Ciochiu**  
Yes 6:02 PM

When I wanted to send the link to someone 6:02 PM

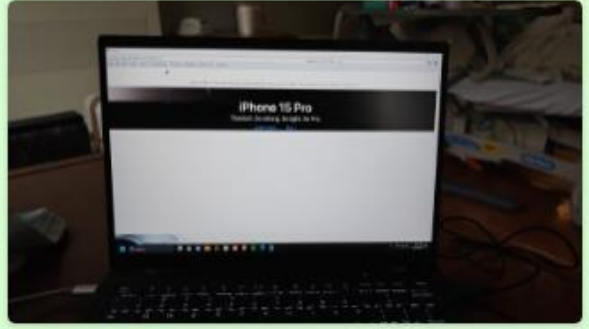
Ok I'll take a look. 6:02 PM ✓✓

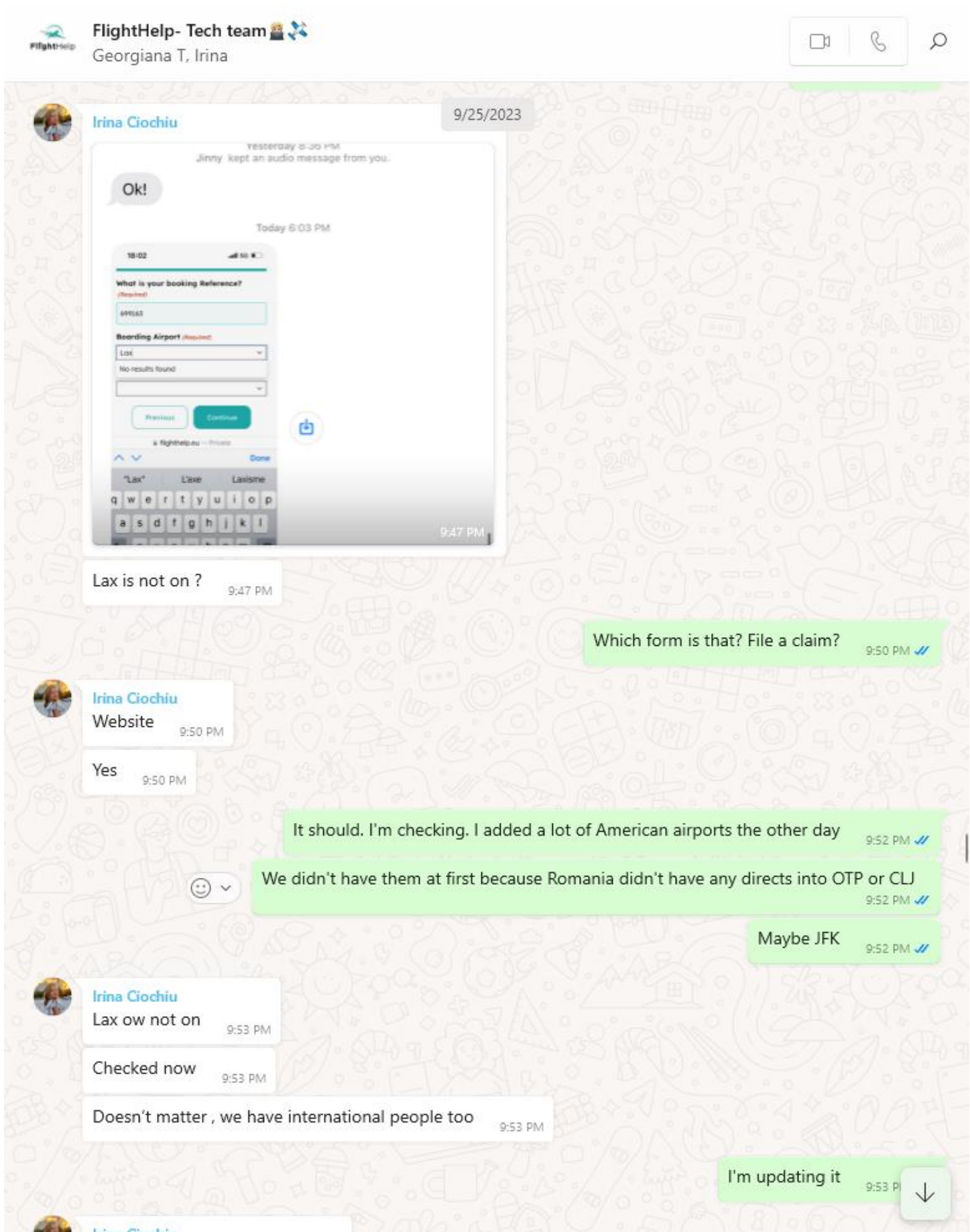
**Irina Ciochiu**  
Present what we are doing 6:02 PM

FlightHelp delivery room edition. 6:03 PM ✓✓

I'll see if I can find that version of Safari on windows to troubleshoot 6:04 PM ✓✓

Try refreshing your browser now btw 6:07 PM ✓✓

  
@Irina Ciochiu fwiw Apples own website doesn't work on the old version of Safari I was able to download. I don't think this will effect many people 6:13 PM





FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina



Irina Ciochiu

And she is an Ux designer

9:56 PM

Nice. It's updated

9:58 PM ✓✓



Irina Ciochiu

For airdrop 🤔🤔

Your booking reference won't let me input the full thing

Here's a summary of your booking. We've attached an invoice with the full breakdown.

Total price	Booking reference
\$694.99	0991634-01

Sunday 24 September 2023

From LOS ANGELES

To New York

Class Economy

Miss Helen G

First segment: LAX - NYC

Second segment: NYC - LAX

What is your booking Reference? (Required)

0991634

Boarding Airport (Required)

Destination Airport (Required)

10:04 PM

Clear case where ? Should be present tell people what is a PNR

10:04 PM

When error

10:04 PM

It's because there's a 6 character limit on the field, I'll remove it.

10:05 PM ✓✓



Irina Ciochiu

Nooo

10:05 PM

Don't

10:05 PM

Must be 6 but people should be able to have the ? Thing to describe where is not error like that

10:05 PM

Ok, that's why she can't type out the whole thing though

10:05 PM ✓✓





Irina Ciochiu

That is not what she is supposed to type

10:06 PM

She is an idiot like everyone else


10:06 PM

 **FlightHelp- Tech team**   
Georgiana T, Irina

Checked now 9:53 PM 9/25/2023

Doesn't matter , we have international people too 9:53 PM

I'm updating it 9:53 PM ✓

 **Irina Ciochiu**  
People start to know us 9:53 PM

Every single major airport should be on 9:53 PM

USA has nearly 0 9:54 PM

**Boarding Airport (Required)**

Los ang

No results found

Previous Continue

flighthelp.eu


Done

q w e r t y u i o p

Jinny had a flight cancelled told all passagers by example 9:55 PM

While on the flight / boarding 9:55 PM

It has an "other" field on that form that pops down a field where people can put whatever airport. But I'll update it with all the US international airports just so they're there. 9:56 PM ✓

 **Irina Ciochiu**  
People are idiots 9:56 PM

space

Los Angeles

Fixing it now

Is missing lax

JINNY HYOJIN OH



## JINNY HYOJIN OH

---

Hi, I'm Jinny—an entrepreneur who's lived, studied and traveled around the world. My passion for exploring led me to a digital nomad lifestyle, from which I built a multi-million dollar business in product design and strategy.

From features like Forbes to speaking engagements, and as a startup advisor—I owe it all to the experiences I've had and the people I've met while working remote and traveling the world.



---

HYOJIN OH  
[REDACTED]  
US-90014 LOS ANGELES

Condor Flugdienst GmbH  
An der Gehespitz 50  
63263 Neu-Isenburg  
Tel. +1 866 960 7915

---

booking ref.: 7095363 version: 01  
conf. date: 04.10.2023


**FlightHelp**

# ASSIGNMENT FORM / ÎMPUTERNICIRE

**English**

The undersigned, Hyojin Oh, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower WYNN CAPITAL MANAGEMENT SRL, with the principal place of business in Craiova, str. Parîngului, nr. 72A, jud. Dolj, tax registration number 47078863, J16/2956/26.10.2022, hereinafter referred to as "WCM" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: O63BPR

Flight number: DE2089

Flight provider/airline: Lufthansa

Date of the flight: 24-09-2023

Boarding place: Los Angeles LAX

Destination: Frankfurt FRA

The passenger for whom the compensation is requested: Hyojin Oh

The type of event for which the compensation is requested: Cancelled

**Romanian**

Subsemnatul/a, Hyojin Oh, în calitate de pasager al Zborului cu detaliile de mai jos, în conformitate cu prevederile legislației din România și ale legislației internaționale privind acordarea compensațiilor pentru întârzierea/anularea/suprarezervarea/întreruperea unui zbor și/dau pierderea/deteriorarea/întârzierea bagajelor, declar că împuternicesc expres pe WYNN CAPITAL MANAGEMENT SRL, cu sediul în Craiova, str. Parîngului, nr. 72A, jud. Dolj, CUI 47078863, J16/2956/26.10.2022, denumită în continuare „WCM” sau „Reprezentant” să acționeze în numele și/sau pe seama mea și a tuturor celorlalte persoane indicate în solicitarea de despăgubire (a se vedea mai jos) și să mă/ne reprezinte în fața oricărei persoane fizice și/sau juridice publice sau private în vederea formulării și gestionării unor solicitări de acordare a compensației ca urmare a evenimentelor produse în legătură cu Zborul.

În acest sens, Clientul declară că datele privind Zborul pentru care se solicit compensația sunt următoarele:

Număr rezervare: O63BPR

Număr de zbor: DE2089

Operator de zbor/compania aeriană: Lufthansa

Data zborului: 24-09-2023

Locație de îmbarcare: Los Angeles LAX

Locație de destinație: Frankfurt FRA

Pasagerul/i pentru care se solicită compensația: Hyojin Oh

Tipul de eveniment pentru care se solicită compensația: Cancelled

În vederea ducerii la îndeplinire a prezentei împuterniciri.

# Signature Certificate

Document name:

FlightHelp Claim Assignment Contract - Hyojin Oh

Unique Document ID: 02C05DAE2A4E33EC1FBACEEC798511FCA477DBF1

LEGALLY SIGNED USING  
**WPesignature**  
Build. Track. Sign Contracts.

Hyojin Oh

Party ID: b44d8cda-b062-4487-9263-7be278e06b4a

IP Address: 2600:387:15:1115::7

Security Level: E-mail

Digital Signature:

Multi-Factor

Digital Fingerprint Checksum

3e33bb871a410a97ab82d2b9e39db095



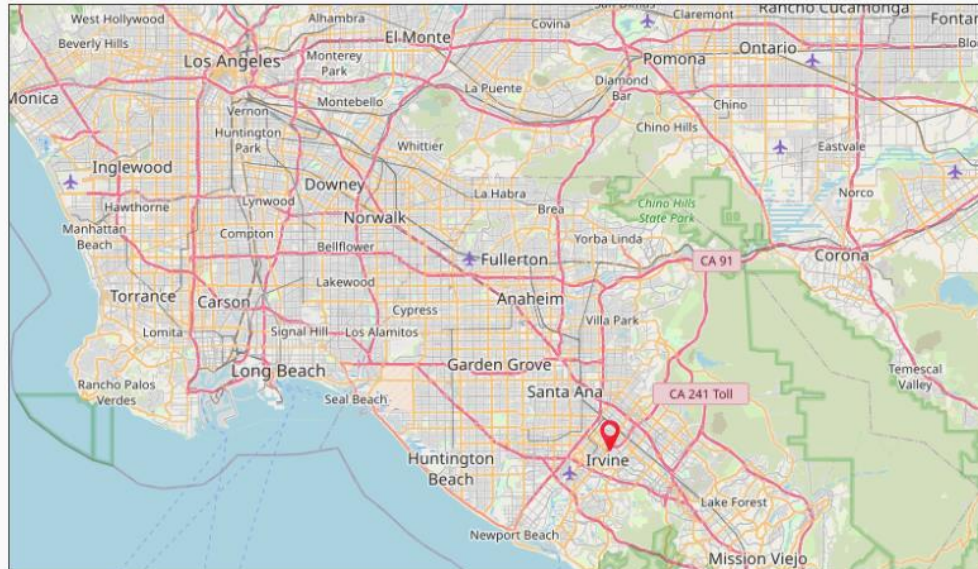
## Timestamp

September 26, 2023 4:12 am  
CESTSeptember 26, 2023 4:12 am  
CESTSeptember 26, 2023 4:12 am  
CEST

## Audit

FlightHelp Claim Assignment Contract - Hyojin Oh Uploaded  
by Irina Ciochiu - claims@flighthelp.eu IP 23.118.199.124Document viewed by Hyojin Oh - hello@jinnyoh.com IP  
2600:387:15:1115::7Document signed by Hyojin Oh - hello@jinnyoh.com IP  
2600:387:15:1115::7

IP Information - 2600:387:15:1115::7



Country

United States of America

Region

California

City

Irvine

ZIP or Postal Code

92698

Latitude

33.66946

Longitude

-117.82311

ISP

AT&amp;T Mobility LLC

Domain Name

att.net [WHOIS] [Check Mail Server]

Usage Type

MOB



**FlightHelp- Tech team** 🤖🔧  
Georgiana T, Irina



Ok. When set these auto fill options I set them up for flights going in and out of OTP and CLJ. So I didn't include airlines or airports from the US or other countries since we had the "other" option. I do have a list of those airports though, there are about 2000 of them

10:11 PM ✓✓

Pretty much any airport with an IATA code

10:13 PM ✓✓

Condor is added

10:14 PM ✓✓



**Irina Ciochiu**

The only reason why I don't scream is because you are about to have a baby

10:15 PM

This is embarrassing

10:15 PM

Would you rather I disable the auto-fill and go back to people manually entering airports on that specific form?

10:20 PM ✓✓

9/26/2023



**Irina Ciochiu**

No - it should be a drop-down with all airports

12:09 AM

Same as all other companies have

12:09 AM

Not asking for a drop-down of all flight routers and flight numbers they have - even the smallest claims company has it

12:10 AM

But airports list - like ...

12:10 AM

LAX and nyc ?

12:10 AM

Like who would ever go back to file a claim with you when they go once and theirs airport is not on

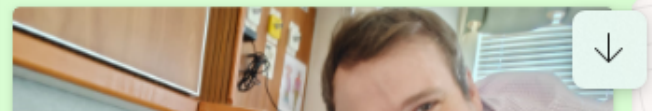
12:10 AM

Especially on a place that you plan to have it as your biggest market .

12:10 AM

And that has the worse delays on the planet

12:11 AM





FlightHelp- Tech team 🤖✈️  
Georgiana T, Irina



9/28/2023

Was that the new POA you added?

5:06 PM ✓✓



Irina Ciochiu

@Scott Jordan please all all the airports on the planet that have routes . You are loosing customers that can't find theirs passport . Especially US . All Ohio that fly to anywhere in europe will go to a major hub before they go to europe

Edited 5:07 PM

You

Was that the new POA you added?

No. I sent it to the wrong group

5:07 PM

Irina Ciochiu

@Scott Jordan please all all the airports on the planet that have routes . You are loosing customers that can't find theirs passport . Especially US . All Ohio that fly to anywhere...

We'll have to add **major** airports until I can integrate the API to call airport names into the forms because there are 26,000 airports and when we had the file loading before it made everyone download all 26,000 entries before selecting one

5:09 PM ✓✓

It's a fixable problem, but to increase load speed the current autofill is set with all European airports that had an IATA code as of Sept 2021

5:10 PM ✓✓



Irina Ciochiu

Not necessary europe

5:10 PM

Must be all the world

5:10 PM

and I added almost all hubs in the US

5:10 PM ✓✓



Irina Ciochiu

Someone from Ohio can fly to europe

5:10 PM

Yeah I get what you're saying, I can get it done. It will take a little time to build

5:11 PM ✓✓



Irina Ciochiu

This needs to be done asap

5:11 PM

It's not secondary task . I wasn't even aware we had this issue

5:11 PM

Like you are literally loosing organic folks

5:12 PM

Well we weren't loading airport names before, they were manually filling them

5:12 PM



I'll prioritize it



+40 (786) 299 184



## Tell us about your flight details

\*No risk. Checking compensation is absolutely free of charge.

### Flight Details

Booking Reference or Reservation Number? \*

Airline name \*

American Airlines (AA)

Boarding Airport \*

Los Angeles International Airport, LAX

Destination Airport \*

San Francisco International Airport, SFO

What is your flight number? \*

AA

Date of the Flight \*

23/06/2024



What happened with your flight? \*

Delayed

#### Early Submission

An early submission can increase your chances of getting your compensation. More than half of early submissions are compensated in the same month.

Back

Continue


PRIVACY POLICY

SECURITY


TERMS & CONDITIONS

LEGAL


Exhibit 199

 **FlightHelp- Tech team** 🤖  
Georgiana T, Irina


to play again so they can take a pic of the QR code)  
10/1/2023 4:47 PM ✓

 Cold | Old Spice Gentleman's Blend Moisturizing 2in1 Shampoo and...  
Nothing beats a shower song about moisturizing shampoo, in a commercial about moisturizing shampoo. #MenHaveHairTooShop Old Spice Gentleman's Blend...  
www.youtube.com


@Irina Ciochiu here's a good 15 second ad... but it only really works well because of the sound. Definitely not a "corporate" ads either <https://www.youtube.com/watch?v=yf-BoGVvq8w> 4:58 PM ✓

 0:15 IS YOUR FLIGHT


How about something like this @Irina Ciochiu 5:23 PM ✓

 **Irina Ciochiu**  
Is that a crushed plane ? 5:24 PM

Yes, not something you'd expect to see in an airport... 5:24 PM ✓


 **Irina Ciochiu**  
WTF 5:24 PM

I mean, people would remember it... 5:24 PM ✓

 **Irina Ciochiu**  
Airports will ban you 5:33 PM

For this 5:33 PM

Yeah, probably, so the question is, what is the most "memorable" thing we can show in a 10 second video clip with no sound in an airport? 5:34 PM ✓

 **Irina Ciochiu**  
I don't know Scott you are one of the best marketers on the planet 5:35 PM

Not me 5:35 PM

This will get the maximum attention... I can promise you that. But yeah, it'll probably get us banned 5:35 PM ✓

We need to play on peoples fears and frustrations, we don't have time to market hop 5:36 PM

Exhibit 200

FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina

10/3/2023

Irina Ciochiu  
looks good , the website www. no ? 11:40 AM


and i would make it bold 11:40 AM

looks like is written in notepad ? 11:40 AM

our domain doesn't use the www. it redirects, but it could make it more recognizeable 11:40 AM ✓✓

I'll switch it to WWW and use the same font as the rest of the text 11:41 AM ✓✓

actually nevermind, I can't use that font because the F and L blend together 11:42 AM ✓✓

 11:43 AM ✓✓

Irina Ciochiu  
i can t read this website 11:43 AM

is not easy to be read 11:43 AM


Irina Ciochiu  
also is albania 11:43 AM

not eu 11:43 AM

yeah I'm switching the font 11:43 AM ✓✓

ok 11:43 AM ✓✓

I think this looks off but it's easier to read... 11:45 AM ✓✓

 11:45 AM ✓✓

The font should be a plain Sans font so it's easy to see the letters 11:45 AM

Irina Ciochiu

**FlightHelp- Tech team** 🤖🔧  
Georgiana T, Irina

10/5/2023

No worries, just wanted to show you our SEO results. We're ranking #1 now for FlightHelp and Flighthelp Bucharest. For "Flight Help" with a space we're #2 behind airhelp but we will beat them soon.

6:19 PM ✓

**Irina Ciochiu**  
If we would have all the airports ready would be helpful

6:19 PM

**Georgiana T**  
Promotion Agreement FlightHelp\_ENG....  
4.2 MB, Microsoft Word 97 - 2003 Document

Open Save as...

6:19 PM

**Irina Ciochiu**  
So actual organic people can't file claims

6:20 PM

**Georgiana T**  
I think this is the draft

6:20 PM

**Irina Ciochiu**  
Mmm let me review it

6:20 PM

As I don't wanna hire that guy I don't like him

6:20 PM

I'm confused

6:20 PM ✓

**Irina Ciochiu**  
So this agreement is made by a lawyer I am in doubt if I hire or not

6:21 PM

Is a big litigious the process so you harve to assign a point of contact

6:21 PM

So we are trying to figure out which way we wanna go legal wise

6:21 PM

Ah ok

6:21 PM ↓

as far as the airports being ready what did you mean?

## PROMOTION AGREEMENT

This Promotional Agreement is drafted on 19/09/2023, by and between the following Parties:

**GESTALT SHPK**, incorporated as an Albanian legal entity and registered at the National Business Center with Fiscal No. M12114013G, and having its legal seat at the address: Njesia Bashkiake Nr.2, Rruga "Luigj Gurakuqi", Pallati 89, Shk.A, K.9, Ap.31, Tirane Albania, duly represented by Dr. Ardian Mullahi, in the quality of Administrator of the Company (hereinafter referred to as "**Lessor**");

and

**FlightHelp LLC**, a series and close limited liability company organized and existing under the laws of the State of Wyoming and the United States of America, with its principal office located at 30 N Gould St. Suite R, Sheridan, WY 82801 ("the Company"), is currently administrated by Ciochiu Ioana Irina (hereinafter referred to as "**the Lessee**").

And together hereinafter referred to as "Parties".

Whereas:

**Whereas:**

- The Lessor has entered into an Agreement with Tirana International Airport ("TIA") for the exclusive management of the advertising spaces of TIA;
- The Lessee accepts to be aware of the Agreement and of the terms thereof;
- Lessee is willing to exercise a promotional activity at the Departure and Main Hall area of the Passenger Terminal;
- Lessor agrees and accepts Lessee to exercise its promotional activity at the Passenger Terminal.

Parties hereto enter into this Promotional Agreement (hereinafter referred to as "the Agreement") upon the following terms and conditions:

### **Article 1 Object and description**

- 1.1 Lessor shall allow Lessee to exercise promotional activity at the main hall area and check-in area of the Passenger Terminal.
- 1.2 This promotional activity consists of two promotor and 1 promotional standard stand (hereinafter referred individually as "Object") at the check-in and main hall area of the Passenger Terminal.

### **Article 2 Duration of Agreement**

- 2.1 This Promotional Agreement shall be effective and in full force for a period starting on 06/10/2023 until 05/10/2024.
- 2.2 The duration may be extended upon mutual written agreement signed by both parties

### **Article 3**

#### **Monthly Fee and Method of Payment**

- 3.1 Lessee shall pay to Lessor, the Monthly Fee of **EUR 7,440 (seven thousand and four hundred and forty)** excluding VAT within 2 calendar days upon issuance of the respective invoice by Lessor. The payment shall be paid at the bank account of Lessor, as per the following details:

Bank: TIRANA BANK (GESTALT SHPK in EUR)  
Account No: 0110-323337-101  
IBAN: AL42 2061 1011 0000 1103 2333 7101

Bank: BANKA KOMBETARE TREGTARE (GESTALT SHPK in EUR)  
Account No: 428007312CLPRCFEUREV  
IBAN: AL 7820511289007312CLPRCFEURE

- 3.3 Lessee is responsible to pay all the applicable taxes and taxes to be applied in the future as per Albanian law, including but not limited to VAT and the bank commissions if applicable.
- 3.4 If Lessee fails to make any payment to be made under this Agreement in full within the applicable time limit, the amount for the time being outstanding shall (from the day following the expiry of the applicable time limit) bear interest (immediately due and payable in the same manner as the overdue payment) as from the expiry of the applicable time limit and until actual payment to the other party at the rate of 10 % per year of the outstanding amount

### **Article 4**

#### **Rights and obligations of Lessor**

- 4.1 Lessor shall allow the Lessee to promote its activity inside the Passenger Terminal as per the conditions stipulated in Article 1.2 above.
- 4.2 Lessor reserves the right to change the location of the Object for structural and/or construction reasons. In such an event, Lessor shall notify Lessee at least 15 days in advance and provide Lessee a different location of the same or similar quality upon removal, subject to availability. If this is not possible, then the Parties shall be released from their contractual obligations.
- 4.3 Lessor reserves the right to veto advertising content in case of pornographic, offensive or discriminative content.
- 4.4 Lessor shall not be liable for the legality of advertising content under any applicable law or for its eligibility for registration under trademarks law.
- 4.5 Lessor shall guarantee to Lessee uninterrupted promotional activity with the exception of requests that come from the application of national and international rules in the field of Civil Aviation, Border Control, reorganisation of the Terminal and other requests like these. In this exceptional case, the Contract shall be considered invalid from the interrupted time of publicity and/or object/s, due to the fact that the issue is Lessor's control and Lessee is unable to perform the activity. In this case, neither of the Parties shall be entitled to claim reimbursement. Payments effectuated by Lessee shall be reimbursed for the remaining period; there shall be no further claims.

**Article 5**  
**Rights and obligations of Lessee**

- 5.1 Lessee shall act in accordance with the rights and obligations of this Agreement.
- 5.2 Lessee shall be responsible for the production of the Object and advertising content to be promoted at the Object.
- 5.3 Lessee should pay the Monthly Fee even if there is no advertising content in the Object for the fault of the Lessee.
- 5.4 Lessee shall be responsible for ordinary maintenance of the Object and the advertising content placed.
- 5.5 Lessee shall not make any sale during the period of the promotion agreed as per Article 3 of this Agreement. In case Lessee is found to be selling during the period of the promotion, Lessor has the right of immediate termination of the Agreement.
- 5.6 Lessee has the right to change the advertising material according to the promotional policies of the Lessor by notifying the latter 7 days in advance.
- 5.7 Lessee shall bear responsibility for the advertising message as well as for the manner and content of the advertising material that is to be displayed at the Object. Lessee shall indemnify Lessor against any third-party claims concerning possible copyrights and any other violations of rights.
- 5.8 Lessee may not assign partially or entirely any right or obligation deriving from the Agreement to any third party without the prior written consent of Lessor.
- 5.9 Lessee agrees to treat confidential any information, data or results of analyses received by Lessor or any of its agents or employees or obtained from any source, in connection with the Agreement, as well as the complete work results prepared under the Agreement
- 5.10 Lessee should comply with all applicable laws as well as the Lessor regulation applicable at Tirana International Airport, provided that the latter has informed in writing the Lessee on such regulation prior to the signature of the Agreement or prior to their entry into force, as the case may be.

**Article 6**  
**Liabilities**

- 6.1 Lessee shall exercise the promotional activity according to the conditions approved by Lessor and stipulated in the Agreement.
- 6.2 Lessee shall be liable for any direct loss and/or damages caused to Lessor or any third party present at the Passenger Terminal, as a result of negligence or wilful conduct or misconduct or breach of contractual obligations of Lessee or its employees, agents in the performance of his obligations under this Agreement.

**Article 7**  
**Termination of the Agreement**

- 7.1 The Agreement shall be automatically terminated upon expiry of the terms set forth in Article 2.
- 7.2 Either Party may terminate this Agreement, by sending to the other Party a written notice 60 days in advance.

**Article 8**  
**Copyrights and rights of use**

- 8.1 Lessor shall be entitled to use photos, extracts and artistically altered motifs of the airport which may display the advertising content of Lessee for the purpose of its own publications, particularly for the purpose of advertising, marketing, corporate communication and image formation.
- 8.2 Lessee assures that it has acquired the rights of use from the relevant copyright holder under the respective law and undertakes to indemnify Lessor against any claims made by the copyright holder or by other third parties for copyright infringement and any other intellectual property law.
- 8.3 Lessee assures that it will send a suitable notification to all parties involved in the production of the advertising and obtain their consent.

**Article 9**  
**Force Majeure**

- 9.1 Neither Party shall be liable to the other Party for any delay in nor failure to comply with the obligation under the Agreement as a result of cause beyond its reasonable control / Force Majeure. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate the Contract by notice in writing.
- 9.2 It is specifically agreed that causes of Force Majeure are acceptable only as causes of delay with the proportional prolongation of the time schedule and not as a basis for compensating either party.

**Article 10**  
**Applicable Law and Competent Court**

- 10.1 The Agreement is governed by Albanian law.
- 10.2 Any dispute between Parties with regard to the Agreement will be resolved in an amicable manner, or otherwise the Tirana District Court has the authority to resolve the dispute.

**Article 11**  
**Final Provisions**

- 11.1 Any changes, amendment of the Agreement shall not be valid unless made in written form and signed by Parties.
- 11.2 In case the Parties agree to sign this agreement electronically (electronic signature), both parties should take responsibility for acknowledging that the electronic signature has the same legal value as the handwritten signature.
- 11.3 The Agreement constitutes the entire understanding of the Parties. Any other verbal agreement made during the negotiation shall be superseded by the Agreement.
- 11.4 The Agreement is drafted in two copies in English and two copies in Albanian language. In case of any discrepancies between the languages, the Albanian version shall prevail.
- 11.5 Annex 1 to Annex 4 attached herein are integral parts of the Agreement.
- 11.6 Despite the date of signature of this Agreement the Parties hereby agree to ratify their respective rights and obligations as per the effective date indicated in Article 2 above.

11.7 This Agreement and the Annexes attached to shall be considered confidential and not to be disclosed for third parties.

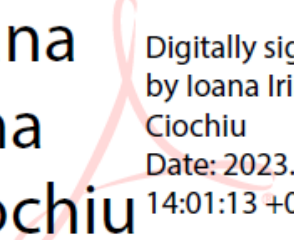
**Gestalt SHPK**

**FlightHelp LLC**

Dr. Ardian Mullahi  
Administrator

Ciochiu Ioana Irina  
Administrator

Ioana  
Irina  
Ciochiu



Digitally signed  
by Ioana Irina  
Ciochiu  
Date: 2023.10.11  
14:01:13 +03'00'



FlightHelp- Tech team 🤖🔧

Georgiana T, Irina



Instead of delivr to have Flight Help?

6:25 AM

10/6/2023



9:33 AM



9:33 AM



Irina Ciochiu

Altceva

9:39 AM

Georgiana T

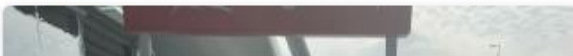
Instead of delivr to have Flight Help?

I'll check if we can do a short link. They have the name like that for tracking purposes

10:14 AM ✓✓



Irina Ciochiu







Georgiana T



10/5/2023

Morning. Do we have a proof with payment processed for the last albanian payment?

8:48 AM

Yes it's on the ledger as an outgoing payment. I'll pull a screenshot for you

10:35 AM ✓✓

10/7/2023

Hey, the gate link has TIA now but I just put Agents 1-5

2:59 AM ✓✓

It redirects to the same contract but in Albanian

2:59 AM ✓✓

Hey. Thank you! Did you also changed the name from Wynn Capital to Flight Help Llc?

3:00 AM

Yes like the other contract

3:01 AM ✓✓

Let's just hope ChatGPT got the translation right. It looked good on Google translate lol

3:01 AM ✓✓



FlightHelp- Tech team

Georgiana T, Irina



10/8/2023

## FATURË

Shënim: GESTALT  
 Adresa: Rruga Shënkollit Nr.2, Rruga "Liri Gurakuqi", Pallat 89, SH.KA.  
 K.9, Ap.31, Tiranë, Albania  
 Numri Unik i Identifikimit: ME121140130

Data dhe ora e kishimit të faturës: 2023-10-09 10:10:52.0  
 Numri i Faturës: 517  
 Operatori: xy538m364  
 Kodin e vendit të udhëimit të veprimitarist: ME117ka625  
 Lloji i Faturës: Faturë pa para

Blerës: FlightHelp LLC  
 Adresa: 30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA  
 Numri Unik i Identifikimit: 001221132



FlightHelp LLC - Tetor 2.pdf  
 60 KB, Adobe Acrobat Document

Open

Save as...

1:39 PM

## FATURË

Shënim: GESTALT  
 Adresa: Rruga Shënkollit Nr.2, Rruga "Liri Gurakuqi", Pallat 89, SH.KA.  
 K.9, Ap.31, Tiranë, Albania  
 Numri Unik i Identifikimit: ME121140130

Data dhe ora e kishimit të faturës: 2023-10-09 10:13:49.0  
 Numri i Faturës: 517  
 Operatori: xy538m364  
 Kodin e vendit të udhëimit të veprimitarist: ME117ka625  
 Lloji i Faturës: Faturë pa para

Blerës: FlightHelp LLC  
 Adresa: 30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA  
 Numri Unik i Identifikimit: 001221132



FlightHelp LLC - Tetor 1.pdf  
 60 KB, Adobe Acrobat Document

Open

Save as...

1:40 PM

Gestalt SHPK is the beneficiary

1:42 PM

Please pay them and send me the proof

1:42 PM

Thank you!

1:42 PM

It will take a few days to send from Chase because I have to transfer the funds from ING first

1:43 PM

**Georgiana T**

Can you send from your account to Chase and return it to your account once the money from ING will be in?

1:44 PM

They need the payment proof tomorrow

1:44 PM



**FlightHelp- Tech team** 🧑‍💻 🛩️  
Georgiana T, Irina

funds from ING first  
10/8/2023 1:43 PM ✓✓

**Georgiana T**  
Can you send from your account to Chase and return it to your account once the money from ING will be in?  
1:44 PM

They need the payment proof tomorrow  
1:44 PM

I'll see how quickly I can do that, there's a \$3500 limit on Zelle  
1:45 PM ✓✓

Do they want the payment in EUR or ALL?  
1:45 PM ✓✓

**Georgiana T**  
Euro  
1:45 PM

In that case can we send directly from ING or does it need to come from FlightHelp?  
1:46 PM ✓✓

**Irina Ciochiu**  
Need from flighthelp  
1:46 PM

Ok  
1:46 PM ✓✓

**Irina Ciochiu**  
Can't come from ing  
1:46 PM

**Georgiana T**  
Not from ING  
1:46 PM

Ok I'll get it sent  
1:46 PM ✓✓

**Georgiana T**  
When you send money from ING just write consulting services at payment details.  
1:48 PM

Every time  
1:48 PM

**Irina Ciochiu**  
Emails are sent here ?  
10:41 PM

They're queued up for 6am, so it'll be the first thing they see in the morning  
10:42 PM ✓✓

10/9/2023

**Georgiana T**  
Hey @Scott Jordan were you able to process the Payments for Tirana?  
2:02 AM

↓

## FATURË

Shitësi:	GESTALT
Adresa:	Njesia Bashkiake Nr.2, Rruga "Luigj Gurakuqi", Pallati 89, Shk.A, K.9, Ap.31, Tirane, Albania
Numri Unik i Identifikimit :	M12114013G

Data dhe ora e lëshimit të faturës:	2023-10-06 16:18:32.0
Numri i Faturës:	518
Operatori:	xy538su184
Kodin e vendit të ushtrimit të veprimtarisë:	kf117ka635
Lloji i Faturës:	Faturë pa para

Blerësi:	FlightHelp LLC
Adresa:	30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA
Numri Unik i Identifikimit:	001221133

Përshkrimi i Mallit ose Shërbimit	Njësia e Matjes	Sasia	Çmimi për njësi pa tvsh	Zbritje %	Norma e TVSH	Vlera pa TVSH (sasi x çmimi)	TVSH (vlera)	Vlera Totale
Rekl. digital zona nisjeve 06-31 Tetor23	COP	1.000	113478.84	0.00	0.00	113478.84	0.00	113478.84
					Vlera pa TVSH			113478.84
					Vlera totale e TVSH-së			0
					Totali per tu paguar (LEK)			113478.84
					Kursi i këmbimit			105.66
					Çmimi total në monedhë			1074.00 EUR

## Shpërndarja e TVSH-së

Norma e TVSH-së	Baza e tatueshme (LEK)	Vlera e TVSH-së(LEK)
0.00	113478.84	0.00

Data dhe ora e kryerjes së furnizimit: 10/01/23 00:00 - 10/31/23 00:00 AM

Numri i sigurisë së lëshuesit të faturës (NSLF): 245819569E9402A437C1F2AFBCCA3C50

Numri identifikues të veçantë të faturës (NIVF): 2d0a2afd-7a7d-41a2-8baa-3163a0f17ee9

## Mënyrën e pagesës:

Lloji	Sasi (LEK)
Llogari e transaksionit	113478.84



## FATURË

Shitësi:	GESTALT
Adresa:	Njesia Bashkiake Nr.2, Rruga "Luigj Gurakuqi", Pallati 89, Shk.A, K.9, Ap.31, Tirane, Albania
Numri Unik i Identifikimit :	M12114013G

Data dhe ora e lëshimit të faturës:	2023-10-06 16:13:49.0
Numri i Faturës:	517
Operatori:	xy538su184
Kodin e vendit të ushtrimit të veprimtarisë:	kf117ka635
Lloji i Faturës:	Faturë pa para

Blerësi:	FlightHelp LLC
Adresa:	30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA
Numri Unik i Identifikimit:	001221133

Përshkrimi i Mallit ose Shërbimit	Njësia e Matjes	Sasia	Çmimi për njësi pa tvsh	Zbritje %	Norma e TVSH	Vlera pa TVSH (sasi x çmimi)	TVSH (vlera)	Vlera Totale
Promocion ne terminal 06-31 Tetor 2023	COP	1.000	659318.40	0.00	0.00	659318.40	0.00	659318.40
					Vlera pa TVSH		659318.40	
					Vlera totale e TVSH-së		0	
					Totali per tu paguar (LEK)		659318.40	
					Kursi i këmbimit		105.66	
					Çmimi total në monedhë		6240.00 EUR	

## Shpërndarja e TVSH-së

Norma e TVSH-së	Baza e tatueshme (LEK)	Vlera e TVSH-së(LEK)
0.00	659318.40	0.00

Data dhe ora e kryerjes së furnizimit: 10/01/23 00:00 - 10/31/23 00:00 AM

Numri i sigurisë së lëshuesit të faturës (NSLF): B957906C01AF55474D6A41DDCC1362ED

Numri identifikues të veçantë të faturës (NIVF): 3eb74c32-b96f-4159-8601-aa1cd1902b14

## Mënyrën e pagesës:

Lloji	Sasi (LEK)
Llogari e transaksionit	659318.40





FlightHelp- Tech team 🧑🏻💻  
Georgiana T, Irina



Touche'

2:39 PM

### Freshdesk Migration Guide

#### Notes

- We are not going to move the old claims that are fully closed at the moment of migration
- We are moving only the claims that are not fully closed
- [Freshdesk](#) and [Zendesk](#) are both using the same database
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system

#### Phase 1: Migrating New Claims

- Start working with the new system to get all the new claims into [Freshdesk](#)
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system

#### Phase 2: Migrating Old Claims that are not yet closed

- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system
- [Freshdesk](#) is the new system
- [Zendesk](#) is the old system

Had a meeting with Anton this morning (Russian manager), we mapped out the Freshdesk migration.

We have daily meetings at 10am EST. Idk if 7am is too early for you @Irina Ciochiu but I'd like to introduce you to him at some point. He's interested in getting your perspective on some of our tasks.

2:42 PM



Irina Ciochiu

I can't do 7 am is when I am driving Summer to school then meetings with the teams / legal . Earliest I can do is 9

2:46 PM

Ok, I'll find a time that works after 9am PST. He's in Armenia so 8 hours ahead of me and 11 from you. I was having meetings with him at midnight before when he was just starting his day, but that became kinda difficult after the baby got here.

2:48 PM



Irina Ciochiu

How far is he from the migration ?


2:55 PM

Also that Brazilian guy that keeps pushing it since 3 months ago is he going to be done this week ?

2:55 PM


Phase 1 will begin toward the end of next week. They're taking over from the Brazilian guy. His software works but only on one form at the moment so they're reviewing and improving it so we can start processing all new claims on the CRM.




 **FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

10/12/2023


No problem! 8:30 PM ✓✓

 **Georgiana T**  
@Scott Jordan where do Tirana gate entries go? Which sheet? 11:18 PM

10/13/2023


 **Irina Ciochiu**  
Should be Tirana gate where they go per Anne's request 1:03 AM


It's updated on the Tirana Gate sheet 2:19 AM ✓✓

 **Georgiana T**  
Hi @Scott Jordan what is the registration number of the US company? 8:05 AM

Does Chase have an IBAN version for international transfers? 8:05 AM

@Georgiana T do you mean the tax ID number or the state registration number? 9:39 AM ✓✓

 **Georgiana T**  
Yes 9:39 AM

 9:39 AM


Not sure. Registration number of the company it says. 9:40 AM

I am trying to create Wizz account for Albania claims 9:40 AM


Hmmm. Employer Identification Number: 92-2803891 9:40 AM ✓✓

That the IRS tax ID number 9:40 AM ✓✓


This is the registration number for the State of Wyoming. 2023-001221133 9:41 AM ✓✓

 **Georgiana T**  
Thank you! 9:42 AM

No problem. And Chase does have an IBAN / SWIFT Code 9:42 AM ✓✓

 **Georgiana T**  
Perfect. I'll need it 9:42 AM

↓

 Irina Ciochiu 📺 📞 🔍

10/14/2023

0:13 7:19 PM

I have some private equity guys who've asked me about investing, but we need to get our books right first. 7:19 PM ✓✓

0:04 7:19 PM

0:28 7:20 PM

If there's something I can do to help, let me know. Basically what we have to do for these guys is consolidate our business under FlightHelp, show revenue growth, and have a solid chart of accounts so they can verify everything. 7:22 PM ✓✓

I think if we do that, with current potential revenues, we could raise 8 figures in a funding round 7:23 PM ✓✓

like Airhelp when they were getting started raised \$16.5m 7:23 PM ✓✓

0:17 7:24 PM

Yeah I'm not talking about that, I'm talking about on the corporate side of things in the US... stuff like getting our accounting organized. 7:25 PM ✓✓

Obviously the CRM from a business operations standpoint is essential, that's the top priority 7:25 PM ✓✓

1:36 7:25 PM

0:46 7:27 PM

0:25 7:27 PM

0:04 7:27 PM

Ok sounds good. 7:29 PM

10/20/2023


**FlightHelp**

# ASSIGNMENT FORM / KONTRATËS

**English**
**Albanian**

The undersigned, Genc Pacuku, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower FLIGHTHELP LLC, with the principal place of business in 30 N Gould St, Sheridan, WY 82801 USA, tax registration number 2023-001221133, hereinafter referred to as "FH" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: AHU1PG

Flight number: W98167

Flight provider/airline: Wizz Air

Date of the flight: 15-09-2023

Boarding place: TIA - Tirana

Destination: Heraklion HER

Passenger for whom compensation is requested: Genc Pacuku

The type of event for which the compensation is requested: Delayed

In order to fulfill the present mandate, WCM is authorized by the Client:

- To represent me/us and to request (claim) in my name and in the name of all the other persons for whom the compensation was requested, to take every action needed in order to obtain the financial compensation

I nënshkruari, Genc Pacuku, i identifikuar si pasagjer i Fluturimit me detajet më poshtë, sipas ligjeve rumune dhe ndërkombëtare në lidhje me kompensimet për vonesë / anulim / mbivrejtje / ndërprerje të fluturimeve dhe / ose humbje / dëmtim / vonesë të bagazhit, shpall se unë këtu dhe tani e fuqizoj shprehimisht FLIGHTHELP LLC, me vendndodhjen kryesore të biznesit në 30 N Gould St, Sheridan, WY 82801 USA, numri i regjistrimit tatimor 2023-001221133, i referuar më poshtë si "FH" ose "Përfaqësuesi", të veprojë në emrin tim dhe / ose për llogari të imja, si dhe në emrin dhe / ose për llogari të të gjitha personave të tjerë të përmendur në kërkesën për kompensatë (shih më poshtë) dhe të më përfaqësojë / na përfaqësojë përpara çdo personi fizik dhe / ose juridik, publik ose privat, në mënyrë që të nisë dhe të menaxhojë disa kërkesa për kompensatë pas ngjarjeve që ndodhën në lidhje me Fluturimin.

Për këtë qëllim, Klienti konfirmon se informacioni në lidhje me Fluturimin për të cilin kërkohet kompensata është si më poshtë:

Numri i rezervimit: AHU1PG

Numri i fluturimit: W98167

Ofruesi i fluturimit / kompania ajrore: Wizz Air

Data e fluturimit: 15-09-2023

Vendi i nisjes: TIA - Tirana

Destinacioni: Heraklion HER

Pasagjeri për të cilin kërkohet kompensata: Genc Pacuku

Lloji i ngjarjes për të cilën kërkohet kompensata: Delayed

Për të përmbushur mandatin e mësipërm, FH është i autorizuar nga Klienti:

- Të më përfaqësojë / na përfaqësojë dhe të kërkojë (të pretendohet) në emrin tim dhe në emrin e të gjithë personave të tjerë për të cilët është kërkuar kompensata, të marrë çdo veprim të nevojshëm për të marrë kompensatën financiare të përcaktuar



# FlightHelp

## ASSIGNMENT FORM / KONTRATËS

### English

The undersigned, Kloi Muca, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower FLIGHTHELP LLC, with the principal place of business in 30 N Gould St, Sheridan, WY 82801 USA, tax registration number 2023-001221133, hereinafter referred to as "FH" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: LL51HN

Flight number: W94488

Flight provider/airline: Wizz Air

Date of the flight: 13-10-2023

Boarding place: TIA - Tirana

Destination: London Luton LTN

Passenger for whom compensation is requested: Kloi Muca

The type of event for which the compensation is requested: Delayed

In order to fulfill the present mandate, WCM is authorized by the Client:

- To represent me/us and to request (claim) in my name and in the name of all the other persons for whom the compensation was requested, to take every action

### Albanian

I nënshkruari, Kloi Muca, i identifikuar si pasagjer i Fluturimit me detajet më poshtë, sipas ligjeve rumune dhe ndërkombëtare në lidhje me kompensimet për vonesë / anulim / mbivrejtje / ndërprerje të fluturimeve dhe / ose humbje / dëmtim / vonesë të bagazhit, shpall se unë këtu dhe tani e fuqizoj shprehimisht FLIGHTHELP LLC, me vendndodhjen kryesore të biznesit në 30 N Gould St, Sheridan, WY 82801 USA, numri i regjistrimit tatimor 2023-001221133, i referuar më poshtë si "FH" ose "Përfaqësuesi", të veprojë në emrin tim dhe / ose për llogari të imja, si dhe në emrin dhe / ose për llogari të të gjitha personave të tjerë të përmendur në kërkesën për kompensatë (shih më poshtë) dhe të më përfaqësojë / na përfaqësojë përpara çdo personi fizik dhe / ose juridik, publik ose privat, në mënyrë që të nisë dhe të menaxhojë disa kërkesa për kompensatë pas ngjarjeve që ndodhën në lidhje me Fluturimin.

Për këtë qëllim, Klienti konfirmon se informacioni në lidhje me Fluturimin për të cilin kërkohet kompensata është si më poshtë:

Numri i rezervimit: LL51HN

Numri i fluturimit: W94488

Ofruesi i fluturimit / kompania ajrore: Wizz Air

Data e fluturimit: 13-10-2023

Vendi i nisjes: TIA - Tirana

Destinacioni: London Luton LTN

Pasagjeri për të cilin kërkohet kompensata: Kloi Muca

Lloji i ngjarjes për të cilën kërkohet kompensata: Delayed

Për të përmbushur mandatin e mësipërm, FH është i autorizuar nga Klienti:

- Të më përfaqësojë / na përfaqësojë dhe të kërkojë (të pretendohet) në emrin tim dhe në emrin e të gjithë personave të tjerë për të cilët është kërkuar kompensata, të marrë çdo veprim të nevojshëm për të marrë kompensatën financiare të përshkruar


**FlightHelp**

# ASSIGNMENT FORM / KONTRATËS

**English**
**Albanian**

The undersigned, Abigela Pisl, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower FLIGHTHELP LLC, with the principal place of business in 30 N Gould St, Sheridan, WY 82801 USA, tax registration number 2023-001221133, hereinafter referred to as "FH" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: SKQGFA

Flight number: W94466

Flight provider/airline: Aegean Airlines

Date of the flight: 13-10-2023

Boarding place: TIA - Tirana

Destination: London Luton LTN

Passenger for whom compensation is requested: Abigela Pisl

The type of event for which the compensation is requested: Delayed

In order to fulfill the present mandate, WCM is authorized by the Client:

- To represent me/us and to request (claim) in my name and in the name of all the other persons for whom the compensation was requested, to take every action needed in order to obtain the financial compensation

I nënshkruari, Abigela Pisl, i identifikuar si pasagjer i Fluturimit me detajet më poshtë, sipas ligjeve rumune dhe ndërkombëtare në lidhje me kompensimet për vonesë / anulim / mbivrejtje / ndërprerje të fluturimeve dhe / ose humbje / dëmtim / vonesë të bagazhit, shpall se unë këtu dhe tani e fuqizoj shprehimisht FLIGHTHELP LLC, me vendndodhjen kryesore të biznesit në 30 N Gould St, Sheridan, WY 82801 USA, numri i regjistrimit tatimor 2023-001221133, i referuar më poshtë si "FH" ose "Përfaqësuesi", të veprojë në emrin tim dhe / ose për llogari të imja, si dhe në emrin dhe / ose për llogari të të gjitha personave të tjerë të përmendur në kërkesën për kompensatë (shih më poshtë) dhe të më përfaqësojë / na përfaqësojë përpara çdo personi fizik dhe / ose juridik, publik ose privat, në mënyrë që të nisë dhe të menaxhojë disa kërkesa për kompensatë pas ngjarjeve që ndodhën në lidhje me Fluturimin.

Për këtë qëllim, Klienti konfirmon se informacioni në lidhje me Fluturimin për të cilin kërkohet kompensata është si më poshtë:

Numri i rezervimit: SKQGFA

Numri i fluturimit: W94466

Ofruesi i fluturimit / kompania ajrore: Aegean Airlines

Data e fluturimit: 13-10-2023

Vendi i nisjes: TIA - Tirana

Destinacioni: London Luton LTN

Pasagjeri për të cilin kërkohet kompensata: Abigela Pisl

Lloji i ngjarjes për të cilën kërkohet kompensata: Delayed

Për të përmbushur mandatin e mësipërm, FH është i autorizuar nga Klienti:

- Të më përfaqësojë / na përfaqësojë dhe të kërkojë (të pretendohet) në emrin tim dhe në emrin e të gjithë personave të tjerë për të cilët është kërkuar kompensata, të marrë çdo veprim të nevojshëm për të marrë kompensatën financiare të përcaktuar


**FlightHelp**

# ASSIGNMENT FORM / KONTRATËS

**English**
**Albanian**

The undersigned, Camille Gautier, identified as passenger of the Flight with the details below, according to the Romanian and international laws regarding the compensations for the flight delay/cancellation/overbooking/interruption and/or luggage loss/damage/delay, state that I hereby expressly empower FLIGHTHELP LLC, with the principal place of business in 30 N Gould St, Sheridan, WY 82801 USA, tax registration number 2023-001221133, hereinafter referred to as "FH" or "Representative", to act in my name and/or on my behalf, as well as in the name and/or on the behalf of all the other persons mentioned in the compensation request (see below) and to represent me/us in front of any natural and/or legal, public or private person, in order to initiate and to manage certain compensation requests following the events that took place regarding the Flight.

To this purpose, the Client asserts that the information regarding the Flight for which the compensation is required is the following:

Reservation number: WEFJJY

Flight number: FR8314

Flight provider/airline: Ryanair

Date of the flight: 02-11-2023

Boarding place: TIA - Tirana

Destination: Paris Orly ORY

Passenger for whom compensation is requested: Camille Gautier

The type of event for which the compensation is requested: Cancelled

In order to fulfill the present mandate, WCM is authorized by the Client:

- To represent me/us and to request (claim) in my name and in the name of all the other persons for whom the compensation was requested, to take every action needed in order to obtain the financial compensation

I nënshkruari, Camille Gautier, i identifikuar si pasagjer i Fluturimit me detajet më poshtë, sipas ligjeve rumune dhe ndërkombëtare në lidhje me kompensimet për vonesë / anulim / mbivrejtje / ndërprerje të fluturimeve dhe / ose humbje / dëmtim / vonesë të bagazhit, shpall se unë këtu dhe tani e fuqizoj shprehimisht FLIGHTHELP LLC, me vendndodhjen kryesore të biznesit në 30 N Gould St, Sheridan, WY 82801 USA, numri i regjistrimit tatimor 2023-001221133, i referuar më poshtë si "FH" ose "Përfaqësuesi", të veprojë në emrin tim dhe / ose për llogari të imja, si dhe në emrin dhe / ose për llogari të të gjitha personave të tjerë të përmendur në kërkesën për kompensatë (shih më poshtë) dhe të më përfaqësojë / na përfaqësojë përpara çdo personi fizik dhe / ose juridik, publik ose privat, në mënyrë që të nisë dhe të menaxhojë disa kërkesa për kompensatë pas ngjarjeve që ndodhën në lidhje me Fluturimin.

Për këtë qëllim, Klienti konfirmon se informacioni në lidhje me Fluturimin për të cilin kërkohet kompensata është si më poshtë:

Numri i rezervimit: WEFJJY

Numri i fluturimit: FR8314

Ofruesi i fluturimit / kompania ajrore: Ryanair

Data e fluturimit: 02-11-2023

Vendi i nisjes: TIA - Tirana

Destinacioni: Paris Orly ORY

Pasagjeri për të cilin kërkohet kompensata: Camille Gautier

Lloji i ngjarjes për të cilën kërkohet kompensata: Cancelled

Për të përmbushur mandatin e mësipërm, FH është i autorizuar nga Klienti:

- Të më përfaqësojë / na përfaqësojë dhe të kërkojë (të pretendohet) në emrin tim dhe në emrin e të gjithë personave të tjerë për të cilët është kërkuar

**FlightHelp- Tech team** 🧑‍💻 🛩️  
Georgiana T, Irina

Specialist  
Passenger Claims Section

10/22/2023

I'll get this fixed. We might have to do some PDF editing 2:06 PM ✓✓


I just took a look and all of the contracts are like this. They've always been signed on the date the contract was originally created not the date the customer created it 2:34 PM ✓✓

I'm going to message the contract software company to see if it's possible to modify it 2:35 PM ✓✓

**Georgiana T**  
But that doesn't make sense. How can we know 7 days before that the passenger will have a qualified flight? 2:35 PM

Document ID: 62a2d270e9822f1d3f32ae513d8f3a762331a8  
Generated on: October 26, 2023  
Signed On: https://flighthelp.eu/

**FlightHelp**  
ASSIGNMENT FORM / ÎMPUTERNICIRE

 flighthelp-claim-assignment-contract-f...  
153 KB, Adobe Acrobat Document

Open Save as...

2:36 PM

It's a boiler plate agreement, what should be important is when the customer signs it 2:36 PM ✓✓

I can remove Irinas signature entirely if it makes a difference 2:37 PM ✓✓

But it won't remove it from old contracts I don't think 2:38 PM ✓✓

**Irina Ciochiu**  
My signature has to be there 4:03 PM

But contract has to be issued on the spot 4:04 PM

Same day 4:04 PM

Otherwise is not binding on the court 4:04 PM

I contacted their support about this. We can set a signer to sign for you Irina when the documents are signed, but it won't be automatic 4:07 PM ✓✓



Georgiana T



This message was deleted. 10:29 AM

He is at sales 10:29 AM

Cluj Napoca is the City 10:29 AM

\$233 10:35 AM

Lyka forgot to add some hours 10:35 AM



ALBANIAN SALARIES.docx  
7.1 KB, Microsoft Word Document

Open

Save as...

11:46 AM

Yeah I'm definitely going to have to go to the bank for some of the Albanian payments, and the sending costs will suck 11:47 AM

We need to fix it today because they are scared they are not getting paid 11:48 AM

I'll make sure that their payments go out today 11:48 AM

But we should come up with a better long-term solution for paying them whether it's through Wise or an intermediary account 11:48 AM

For the airport monthly payment - if you went to the bank last time, do you need to do it every time? 11:49 AM

Yes because Chase does not have the bank they use in their system so they have to send it manually 11:49 AM

That's why the sending costs are so high by the way 11:49 AM

It's because of how the bank formats their account numbers. The Chase system expects numbers but that bank specifically uses letters in places where other banks do not 11:50 AM

I don't know if it's a problem with Chase or a problem with the Albanian bank setting up their account numbers using non-standard IBAN formatting 11:51 AM

I will ask them if they have Wise. Not sure they heard of it, but I will try 11:52 AM

That would be good, Wise is easy, cheap, and relatively fast 11:53 AM

Hey how much am I supposed to send Lyka? 11:53 AM

1. ERJONA KONI 366 EURO  
[REDACTED]  
NCBAALTX  
Str."28 Nentori", No.34, Yrshek,Tirana 1050
2. Ilirjana Vata 342 EURO  
[REDACTED]  
NCBAALTX  
  
Jordan Misja number 3, Burrel, Tirana
3. Geri Hasa 87 EURO  
[REDACTED]  
SGSBALTX XXX  
LAGJA 13 PLAZH , DURRES , ALBANIA
4. ANJEZA RRUSHI 89 EURO  
[REDACTED]  
SGSBALTX XXX BIC / SWIFT Code - RAIFFEISEN BANK SH.  
Residenca Fole, Laprake , Tirana
5. Tatej Antonela Pjeter 36 EURO  
[REDACTED]  
TIRBALTR  
Laprake Rr.29 Nentori (Prane Pikes se Karburantit Bolv-Oil) Tirana, Albania
6. Klajdi Memushi 179 EURO  
[REDACTED]  
AL95212110090000000001574700  
Street : Bill Clinton,Kristal 1001



FlightHelp LLC ▾

## Transactions

Filters (3)

Download

December 14, 2023

**Klajdi Memushi**

Sent by you

**567.20 EUR**

571.04 EUR

**ERJONA KONI**

Sent by you

**639 EUR**

642.84 EUR

**Ilirjana Vata**

Sent by you

**553.50 EUR**

557.34 EUR

**Tatej Antonela Pjeter**

Sent by you

**594 EUR**

597.84 EUR

**ANJEZA RRUSHI**

Sent by you

**552.30 EUR**

556.14 EUR

December 8, 2023

**Gestalt Shpk**

Sent by you

**7,465 EUR**

7,468.84 EUR

**Gestalt Shpk**

Sent by you

**1,305 EUR**

1,308.84 EUR

December 4, 2023

**ANJEZA RRUSHI**

Sent by you

**200 EUR**

203.84 EUR

**ANJEZA RRUSHI**

Sent by you

**690 EUR**

693.84 EUR

**Tatej Antonela Pjeter**

Sent by you

**663 EUR**

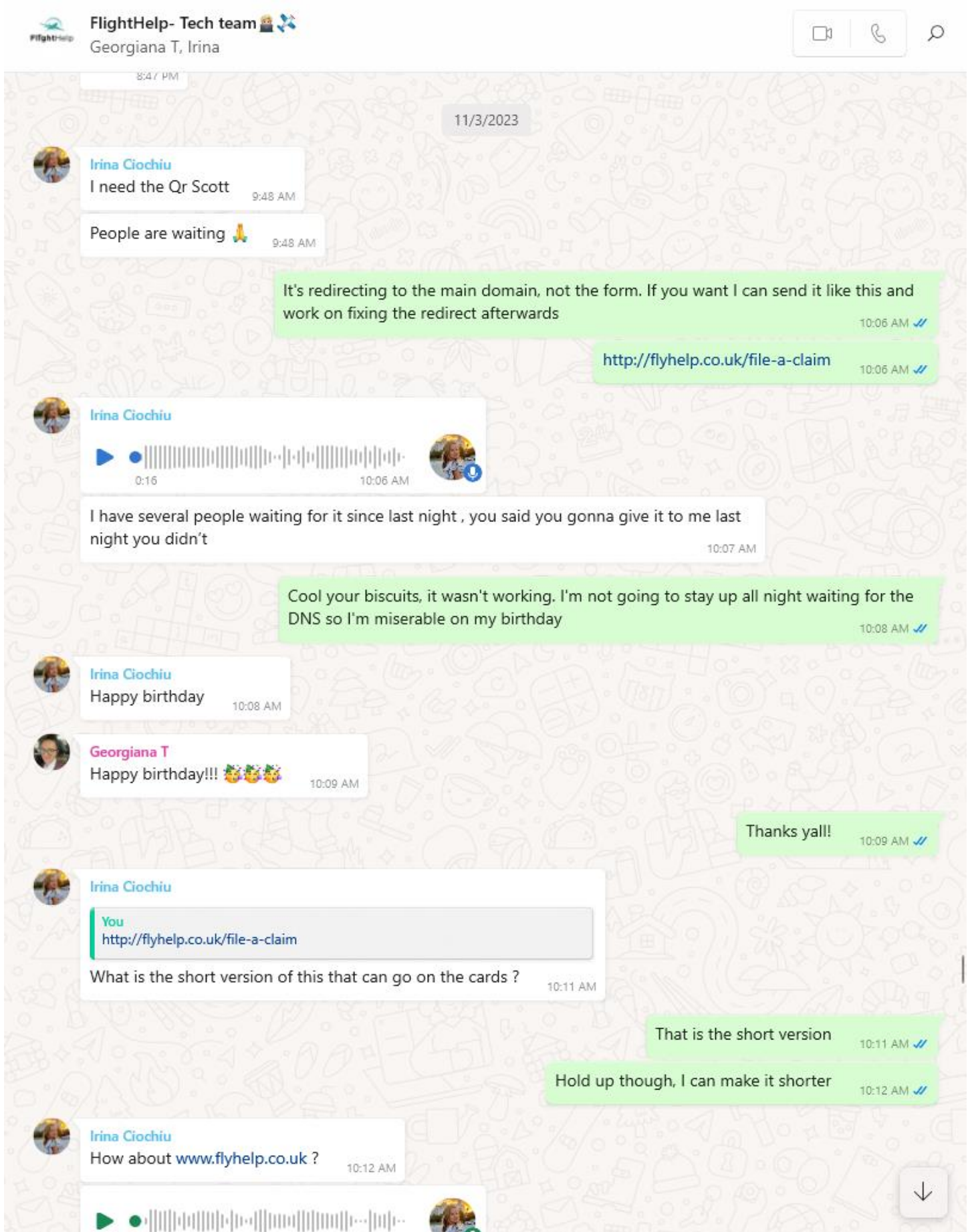
666.84 EUR

**Ilirjana Vata**

Sent by you

**576 EUR**

579.84 EUR



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

Updated their status in original sheets too. 6:30 PM

→ Forwarded  
Weekly Report:  
Oct 28-Nov 4

Payments to be Done - Batch 7 = 561 6:30 PM

Can you please confirm the number of the emails that has been sent if it matches the reports? 6:30 PM

Everything up to 655 has been sent 6:50 PM ✓✓

Will do the new batch shortly 6:50 PM ✓✓

**Irina Ciochiu**  
hey so i need the gate link for Luton airport , Stansted airport, Heathrow and Gatwick - Can have all 4 on the same with a dropdown select . Use the english poa we have / monday will give you the final print of it but should be ready and fully functional by Tuesday morning . Also the whatsapp integration. Lmk if need clarifications 9:07 PM

**Irina Ciochiu**  
I mean you could say this i guess 9:09 PM

:)) 9:09 PM

call me when u done with the girls 9:09 PM

Ok 9:09 PM ✓✓

**Irina Ciochiu**  
@Irina Ciochiu @Georgiana T  
...  
This is sent btw 10:23 PM ✓✓

11/5/2023

**Georgiana T**  
→ Forwarded

Gate Fast Claim - FlightHelp  
flighthelp.eu

<https://flighthelp.eu/gate-fast-claim/> 2:10 PM



# Transactions

Filters (3)

Download

December 29, 2023

Dumitru Cosmin Marian

Sent by you

250 RON

252.67 RON

December 27, 2023

Iordanescu Alexandru Mihai

Sent by you

750 EUR

December 22, 2023

Maria Octavia Istrate

Sent by you

3,936.92 RON

797.50 EUR

December 21, 2023

Ionel Mihaita Ursu

Sent by you

500 EUR

Moldavciuc Paul-Stelian

Sent by you

2,577.50 EUR

December 19, 2023

Moldavciuc Paul-Stelian

Sent by you

1,282 EUR

Iordanescu Alexandru Mihai

Sent by you

757 EUR

December 14, 2023

Gabriela Suciu

Sent by you

90 EUR



FlightHelp LLC ▾

Home

Card

Recipients

Payments

Earn \$115

## Transactions

Wynn

Filters (4)

Download

December 22, 2023



Wynn Capital Management SRL

+ 30,000 EUR

December 5, 2023



Wynn Capital Management SRL

+ 10,000 EUR



Wynn Capital Management SRL

+ 30,000 EUR

November 23, 2023



Wynn Capital Management SRL

+ 20,000 EUR

November 17, 2023



Wynn Capital Management SRL

+ 10,000 EUR



Irina Ciochiu


<https://www.linkedin.com/in/bernardcoston/>
**Business Development Officer**

With over a decade of experience in various technology-related roles, I have cultivated a strong strategic command, an engaging executive presence, the ability to lead, and the capability to execute. My exceptionally strong written and verbal communication skills have allowed me to bridge the gap between technical and non-technical teams, facilitating effective collaboration. I have a proven record of expertise in developing relationships, managing engagement, and fostering partnerships that drive innovation and growth. Additionally, my ability to manage multiple projects and deadlines simultaneously is underscored by my successful history of streamlining and providing operational excellence.

**Skills**

Strategic Thinking | Communication | Project Management | Management Leadership  
Problem Solving | Partnership Development | Change Management | Business Development

**Professional Experience**

Stalton Consulting, Los Angeles, CA  
Consultant, Business Advisory Services

03/2022-09/2023

Collaborated in the formulation of a change management strategy and plan for a prominent Union Organization



**Bernard Coston II Resume.pdf**  
690 KB, Adobe Acrobat Document

Open

Save as...

8:12 PM

11/5/2023

How much would you pay this guy for Business Development position ?

8:13 PM

I suspect based on his resume that he's probably looking for \$180k+ incentives. It's hard to say based on his past experience because those positions can range pretty widely in salary based on performance. Also it's not unusual for people who've worked in those positions to be part of large teams, so attribution isn't always straightforward.

8:37 PM ✓✓

I only say that because he has an MBA and worked for the banks. Biz dev roles (real ones) can start a lot lower than that based on the industry

8:39 PM ✓✓

130 + incentive i got him to want to work with us

8:40 PM

remember the top dog from expedia that we were talking with when we just got started ?

8:41 PM

Yeah

8:41 PM ✓✓

i had several calls with him back and fourth to see what he would want to leave Expedia .

8:41 PM

I really like that guy

8:41 PM

150 k + health bs and incentive .

8:41 PM

but this one will come as director of bd , the other one no title

8:42 PM

not sure how the health thing works / i never paid people health insurance in US .

8:42 PM

Ah yeah, not uncommon. It's expensive. Hold on I gotta feed Evie brb

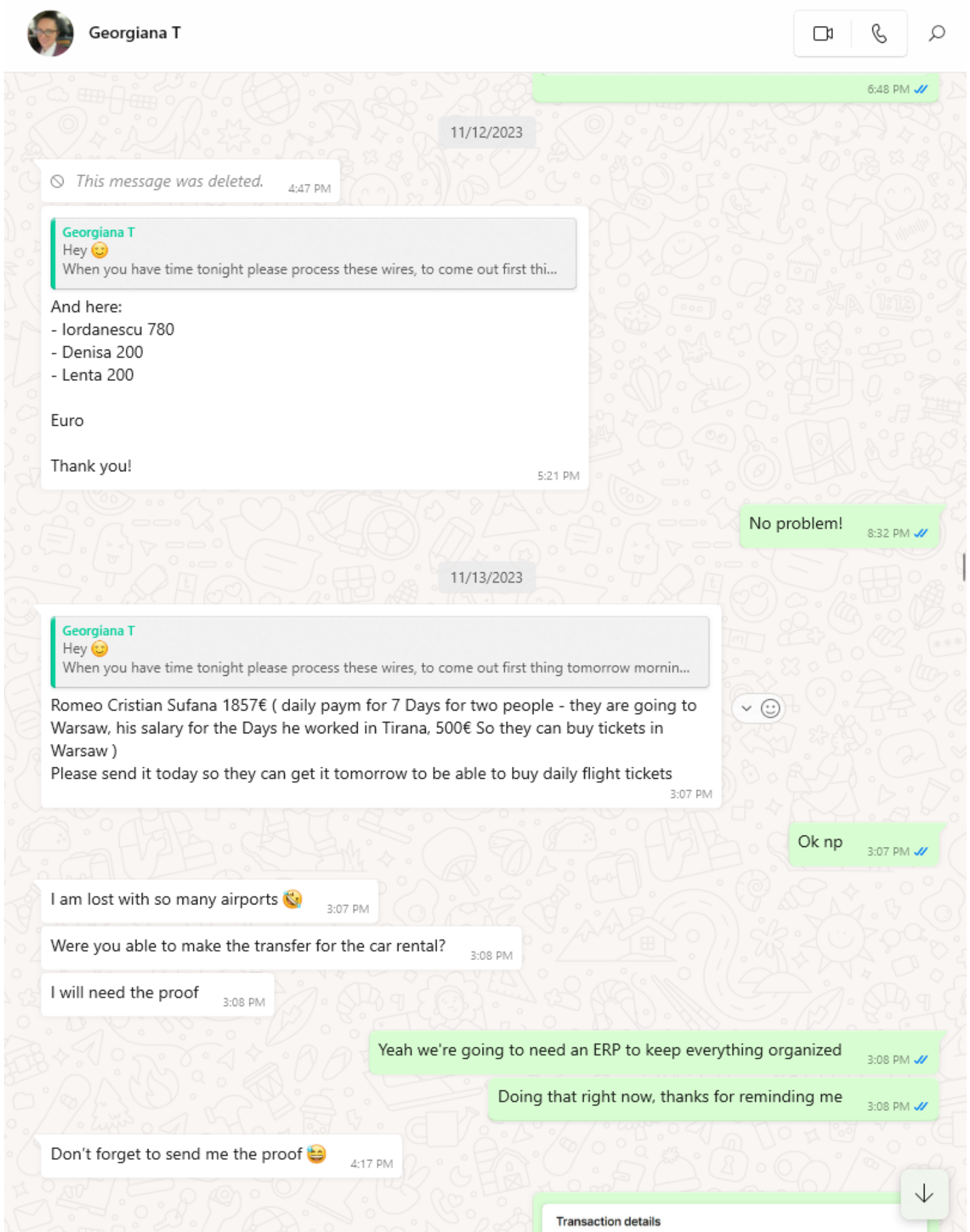
8:43 PM ✓✓

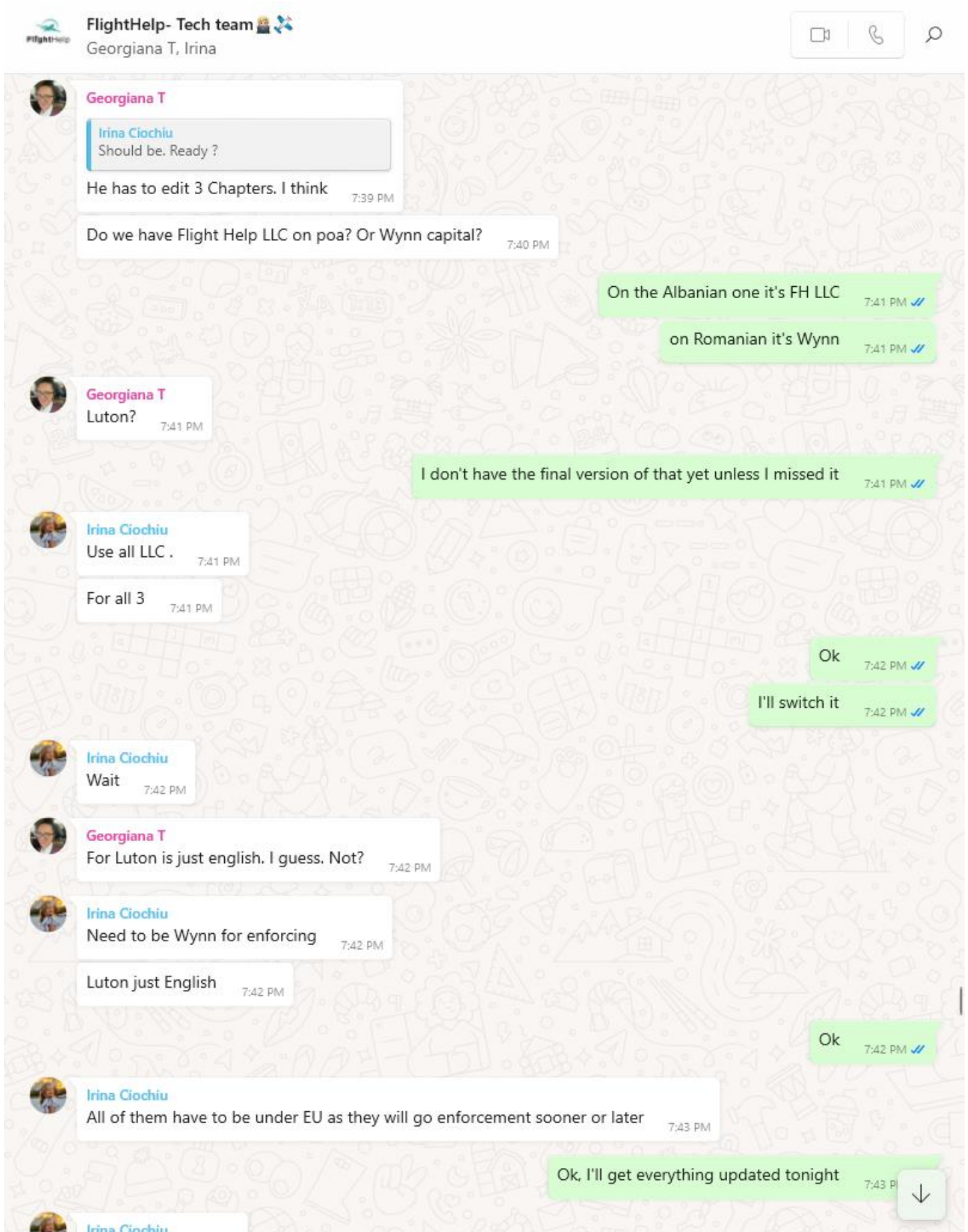
ok

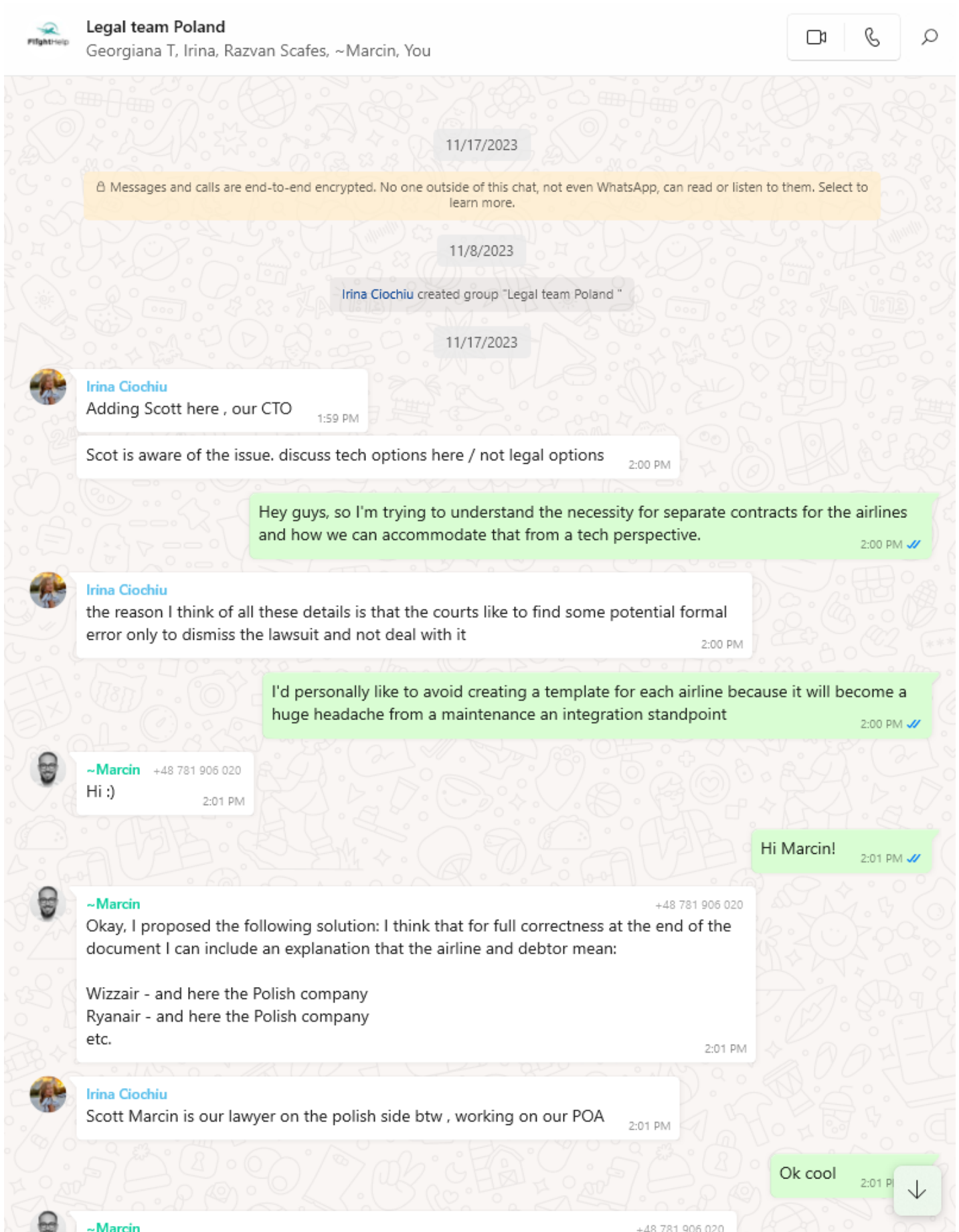
8:43 PM



Ok, so health insurance will cost us about \$8k per year per employee.







Sounds good!

2:09 PM ✓



Awesome , ok you guys can take it from here and finalize the POA process . I am around if any of you need me

👍 3

2:11 PM



+48 781 906 020



Assignment-of-claims\_PL\_EN\_ver3-2.docx  
52 KB, Microsoft Word Document

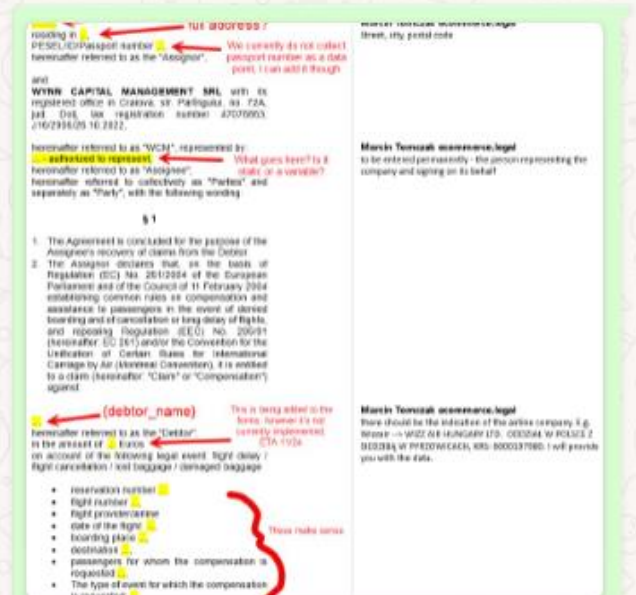
Open

Save as...

3:15 PM

I am sending the doc. @Scott Jordan please let me know if fields are OK from your perspective.

3:15 PM



Hey @~Marcin I just made some notes. Need clarification on a few fields.

3:23 PM



+48 781 906 020

On Monday I will send you the data about airlines companies we will sue. However, in most cases it will be a foreign company - Ryanair DAC in Dublin etc.

3:23 PM

Ok that sounds good

3:23 PM

@Irina Ciochiu to implement this contract we'll need to gate agents to document passport numbers on the spot



# **ASSIGNMENT OF CLAIMS CONCLUDED FOR THE PURPOSE OF CLAIMING COMPENSATION**

Concluded on ... between: {contract\_date}

...  
residing in ...,  
PESEL/ID/Passport number ...,  
hereinafter referred to as the "Assignor",

*full address?*  
*We currently do not collect passport number as a data point, I can add it though*

and

**WYNN CAPITAL MANAGEMENT SRL** with its  
registered office in Craiova, str. Parîngului, no. 72A,  
jud. Dolj, tax registration number 47078863,  
J16/2956/26.10.2022,

hereinafter referred to as "WCM", represented by:

... - authorized to represent,  
hereinafter referred to as "Assignee",  
hereinafter referred to collectively as "Parties" and  
separately as "Party", with the following wording:

*What goes here? Is it static or a variable?*

## **§ 1**

1. The Agreement is concluded for the purpose of the Assignee's recovery of claims from the Debtor.
2. The Assignor declares that, on the basis of Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91 (hereinafter: EC 261) and/or the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention), it is entitled to a claim (hereinafter: "Claim" or "Compensation") against:

... {debtor\_name}  
hereinafter referred to as the "Debtor",  
in the amount of: ... Euros  
on account of the following legal event: flight delay /  
flight cancellation / lost baggage / damaged baggage

*This is being added to the forms, however it's not currently implemented. ETA 11/24*

- reservation number ...
- flight number ...
- flight provider/airline ...
- date of the flight: ...
- boarding place ...
- destination ...
- passengers for whom the compensation is requested ...
- The type of event for which the compensation is requested: ...

*These make sense.*

3. The Assignor transfers the Claim to the Assignee and undertakes to perform the services described in the further provisions of the Agreement, and the Assignee undertakes to perform the services described in the Agreement for the collection of the Claim and to transfer the funds received from the Debtor to the Assignor, under the terms of the Agreement.

**Marcin Tomczak ecommerce.legal**

Street, city, postal code

**Marcin Tomczak ecommerce.legal**

to be entered permanently - the person representing the company and signing on its behalf

**Marcin Tomczak ecommerce.legal**

there should be the indication of the airline company. E.g. Wizzair --> WIZZ AIR HUNGARY LTD. ODDZIAŁ W POLSCE Z SIEDZIBĄ W PYRZOWICACH, KRS: 0000197980. I will provide you with the data.

**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

**Irina Ciochiu**  
You will have 80 people fill out first step , 60 second , 55 third and so on . What are the stars of this ? I want to know with accuracy please  
11:09 AM

I'll pull it up in a bit, who wants to know? 11:10 AM ✓✓

If they think they know a better way to structure the form that every other claims company hasn't tested I'm all ears  
11:10 AM ✓✓

**Irina Ciochiu**  
An UX user experience person  
11:10 AM

I'll pull this up when I'm done with my meeting  
11:11 AM ✓✓

if they want to talk about CRO you should send them to me  
11:11 AM ✓✓

**Irina Ciochiu**  
I am pretty sure we should track that regardless to be able to improve the structure of the claim . But not knowing where the drop is in the funnel I think is fulish  
11:12 AM

We can see the full funnel Irina...  
11:12 AM ✓✓

**Irina Ciochiu**  
Ok - then just give me those numbers when you get a chance .  
11:13 AM

Not sure what is CRO  
11:13 AM

Conversion rate optimization, it's what marketers use UX people for  
11:13 AM ✓✓

If they think they have a way to improve it send them to me  
11:13 AM ✓✓

This stuff is my responsibility, so I'm not sure why I shouldn't be involved in any discussion about it  
11:16 AM ✓✓

**Irina Ciochiu**  
but one of my good friends had a look at our dashboards / forms and she said they are a joke .  
11:16 AM

Not sure you wanna be part of the conversation on her bashing me on how this is shit and should not look like this after one year  
11:16 AM

She was trying to help and actually did work a whole afternoon for free to give valuable feedback  
11:17 AM

She is an experienced UX designer , saw me struggling and she tried to help . She asked questions I have no answer for hence I asked you to provide me the numbers so she



FlightHelp- Tech team 🧑🏻‍💻🔧

Georgiana T, Irina



If it did not went out, it means that the ones that are pending signature are also missing the email

5:20 PM

There is a group of 3 people

5:20 PM

One signed and the other two were waiting to receive the email

5:20 PM



Irina Ciochiu



6:00 PM



Georgiana T

Airport agents are asking about this error. Some poeple receive poa. Some do not. We need to fix this asap

6:03 PM

Even with manual sent poa using poa link 1 out of 2 got it

6:03 PM



Irina Ciochiu

People are at the gate Scott

6:04 PM

Passengers are screaming

6:04 PM

This error has nothing to do with emails. It's because of a variable that's not being sent to the CRM. I can't do anything about this right now I'm not at my computer

6:37 PM ✓✓

I'll fix this as soon as I get home

6:41 PM ✓✓

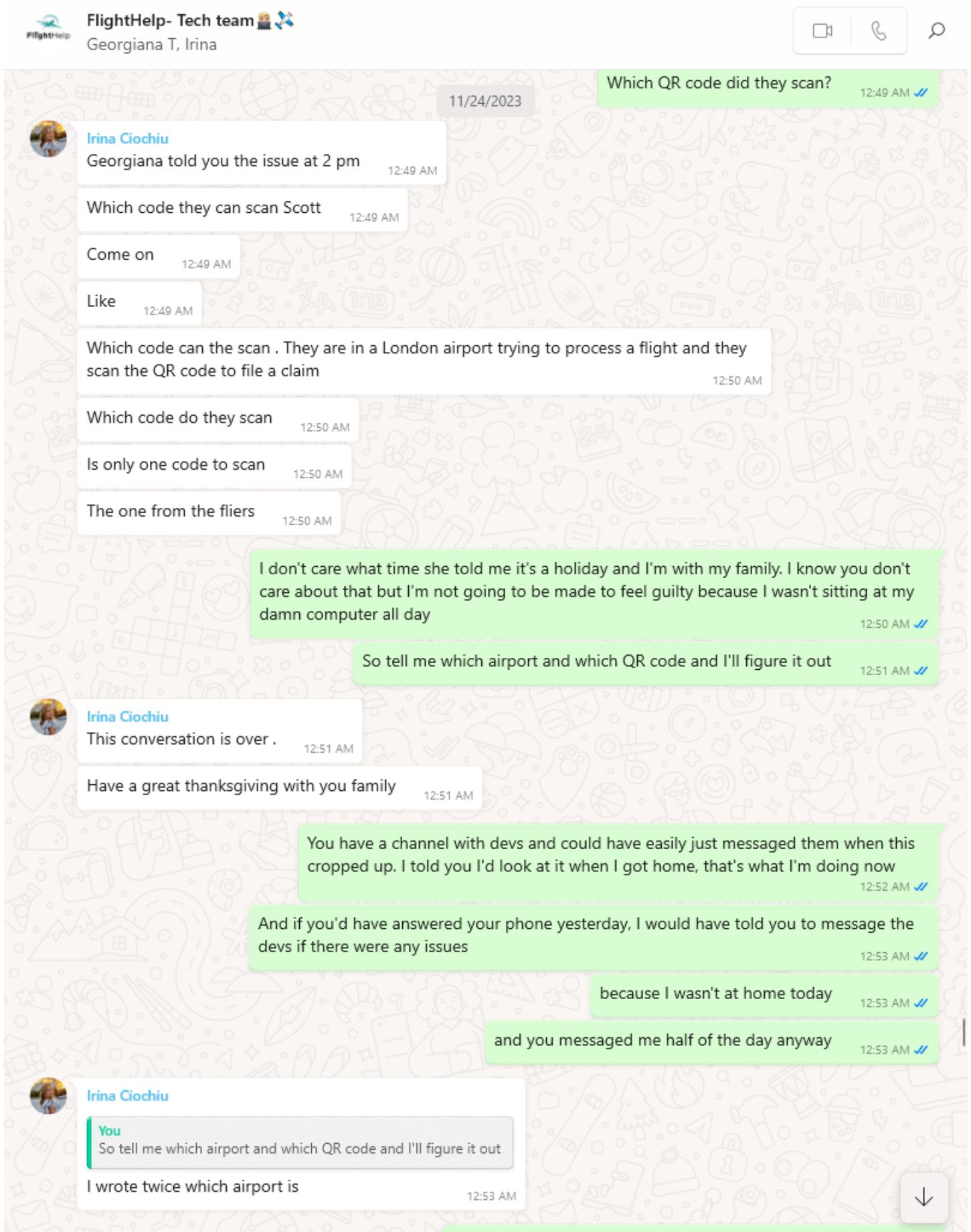


8:14 PM ✓✓

The server isn't showing any failed emails today. So something is causing this issue before the emails are processed



8:14 PM ✓✓



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

7:04 PM

So just so we're clear, you already have a Platinum card or no? I can get one for us they send me the offer every week 7:04 PM ✓✓

Cap One Venture Rewards is also decent 7:05 PM ✓✓

**Irina Ciochiu**  
I do have an AMEX - a personal one not a corporate 7:05 PM

Get us an AMEX platinum corporate 7:05 PM

Ok 7:05 PM ✓✓

**Georgiana T**  
So I managed to pay using Chase 🤔 7:07 PM

But not directly with Chase 7:08 PM

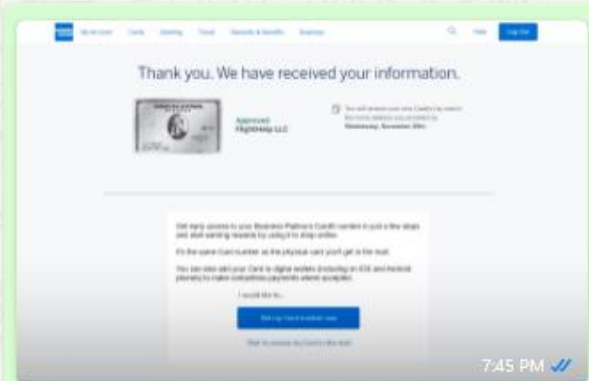
Good! 7:08 PM ✓✓

**Georgiana T**  
With PayPal using Chase 7:08 PM

What a dumb system 7:08 PM ✓✓

**Georgiana T**  
😂😂😂 7:08 PM

Thank you. We have received your information.

 7:45 PM ✓✓

Approved 7:45 PM ✓✓

**Irina Ciochiu**  
Gr8 7:45 PM



FlightHelp- Tech team 🧑‍💻🔧  
Georgiana T, Irina



They are able to do that efficiently because their system is almost completely automated. Their founder talks about this on his podcasts. They couldn't scale traffic before the automations. We can start advertising whenever, I can get a remarketing campaign up this week. The reason we haven't done so yet is because our systems needed work and it would be a waste of money.

7:30 PM

Right now, we don't even have financial metrics... Like I can't look up and see how much money the company has to set a large ad budget without feeling like it would be irresponsible

7:32 PM



Irina Ciochiu

Nobody said to set a high budget , all I was asking was if you are going to retarget those folks

7:33 PM

If you retarget just the folks dropping it will be cheaper than what they have allowance for their coffee in airports

7:33 PM

Yes, it's on the list of things to do. I'm trying to roll out things responsibly and make sure we're not wasting money. That's all.

I'll prioritize the remarketing campaign

7:33 PM



Irina Ciochiu

You are trying to give me excuses - I get it but it did not answer my question .

7:34 PM

remember people weren't finding us on search a few months ago, so we fixed that. Now we can remarket to them more effectively

7:34 PM



Irina Ciochiu

You can't be accountable for anything I ask / you think I am attacking you and instead of you focusing on the issues I am presenting you are preparing a defense answer rather than a solution

7:34 PM

You

remember people weren't finding us on search a few months ago, so we fixed that. Now we can remarket to them more effectively

So why you don't ? Simple question

7:34 PM

Because u don't have the books clear for the year ? It doesn't seem the real answer

7:35 PM

I scaled to multiple airports despite of the fact that had 0 tech as support or a crm . That didn't give me an excuse to not try anything I could to scale and get into more airports still using sheets

7:36 PM

1. There's a lot of other things we've needed to prioritize
2. I have no idea how much money we have (do we spend \$10k? \$20k?). Setting a budget



**FlightHelp- Tech team** 🛩️🔧  
Georgiana T, Irina

Now we can remarket to them more effectively  
11/30/2023

So why you don't ? Simple question 7:34 PM

Because u don't have the books clear for the year ? It doesn't seem the real answer 7:35 PM

I scaled to multiple airports despite of the fact that had 0 tech as support or a crm . That didn't give me an excuse to not try anything I could to scale and get into more airports still using sheets 7:36 PM

1. There's a lot of other things we've needed to prioritize  
2. I have no idea how much money we have (do we spend \$10k? \$20k?). Setting a budget is a complete shot in the dark.  
3. Since the tech systems had problems the ad spend will be inherently inefficient. It's not that I think we'll waste money because of it, I know we will. 7:36 PM ✓✓

So I'll start a remarketing campaign at a low budget 7:37 PM ✓✓

**Irina Ciochiu**  
A retargeting campaign will cost you minimal and you know that 7:37 PM

**Irina Ciochiu**  
You have 10k to spend . Even 20 if convert . Lol . 7:39 PM

**Irina Ciochiu**  
After 1 -2 weeks you can see clearly your roi 7:39 PM

Yeah I got that. It's worth mentioning though that with 1000 organic people per month, we can run retargeting for them, but we won't have enough to run a good LAA for a few more months, unless you wanna buy paid search traffic for a premium 7:40 PM ✓✓

**Irina Ciochiu**  
What is LAA ? 7:41 PM

A lookalike audience 7:41 PM ✓✓

**Irina Ciochiu**  
You don't need that for now 7:41 PM

Just retarget the drops 7:41 PM

Will do 7:42 PM ✓✓



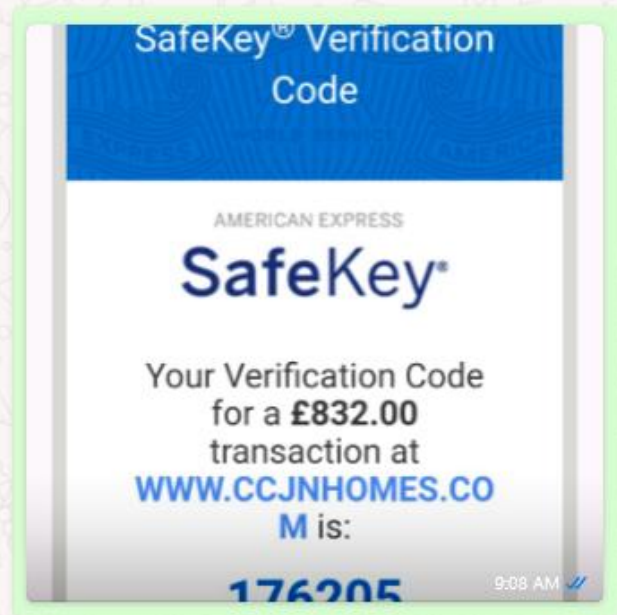
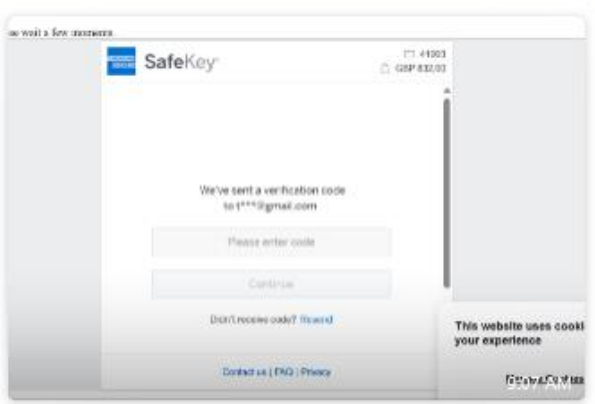
Georgiana T



9:01 AM

No problem. Same address as the other card

9:01 AM



9:08 AM

Thank you!

9:08 AM



No problem!

9:08 AM



**FlightHelp- Tech team**

Georgiana T, Irina



sent me for the flow

2:28 PM

12/7/2023



**Georgiana T**

→ Forwarded

#### FATURË

Shënimi:	GESTALT
Adresa:	Rruga Bashkimi Nr.2, Rruga "Lumi i Urave", Pallat 89, Shk.A K.S. Ap.33, Tirane, Albania
Numri Unik i Identifikimit:	NE23340395
Data dhe ora e kshimit të faturës:	2023-12-09 13:11:54.0
Numri i Faturës:	595
Operatori:	xy520au304
Kodi në vendit të uebfaqes së veprimtarisë:	10117ka035
Lloji i Faturës:	Faturë pa para
Blerja:	FlightHelp LLC
Adresa:	30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA
Numri Unik i Identifikimit:	001233133



**FlightHelp LLC - Promocion Dhjetor 20...**  
60 KB, Adobe Acrobat Document

Open

Save as...

11:19 AM

→ Forwarded

#### FATURË

Shënimi:	GESTALT
Adresa:	Rruga Bashkimi Nr.2, Rruga "Lumi i Urave", Pallat 89, Shk.A K.S. Ap.33, Tirane, Albania
Numri Unik i Identifikimit:	NE23340395
Data dhe ora e kshimit të faturës:	2023-12-09 13:10:46.0
Numri i Faturës:	595
Operatori:	xy520au304
Kodi në vendit të uebfaqes së veprimtarisë:	10117ka035
Lloji i Faturës:	Faturë pa para
Blerja:	FlightHelp LLC
Adresa:	30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA
Numri Unik i Identifikimit:	001233133



**FlightHelp LLC - Reklamim Dhjetor 202...**  
60 KB, Adobe Acrobat Document

Open

Save as...

11:19 AM

Hey @Scott Jordan

11:19 AM

Please pay these invoices for Tirana airport and send me proof of payment.

11:20 AM

And don't forget to add the bank commission

11:20 AM

Thank you!

11:20 AM



←  Irina Ciochiu   

December 12, 2023



**Voice call**

12 sec 2:48 PM



**Voice call**

1 hr, 57 min 2:49 PM

12:56

 1h

11:13 AM



< 11

K



Kyle ❤️ >



**FlightHelp LLC Operating Agreement.pdf**

PDF Document - 163 KB

3:57 PM

Kyle ❤️ >



FlightHelp LLC Operating Agreement.pdf

PDF Document · 163 KB

Yikes

Not good

He controls the business



He fucked you



Georgiana T



12/20/2023

7th of Jan is Orthodox Christmas

Did Irina accidentally overpay the employees?

It was the accountant's fault

4:03 PM

Oh, how much did we overpay them?

4:03 PM

4000€. And we got back almost half of it. They were asking if they can return it in January, but Irina said No

4:04 PM

4k for 30 people total?

4:05 PM

so like 150 EUR each?

4:05 PM

24

4:05 PM

24 people

4:05 PM

I see

4:05 PM

Not everyone got it wrong

4:05 PM

That makes more sense if one person got overpaid by a lot

4:06 PM

otherwise I just wouldn't say anything about it because it looks petty

4:06 PM

"No you can't have a Christmas bonus, you better send me that \$180 back or I'll send my lawyers after you 🙄"

4:07 PM

It's a long story. We can get into a call to discuss. In 10 minutes?

4:08 PM

Sure

4:08 PM



Meet

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To join the video meeting, click this link: <https://meet.google.com/nzw-bahf-tsn>

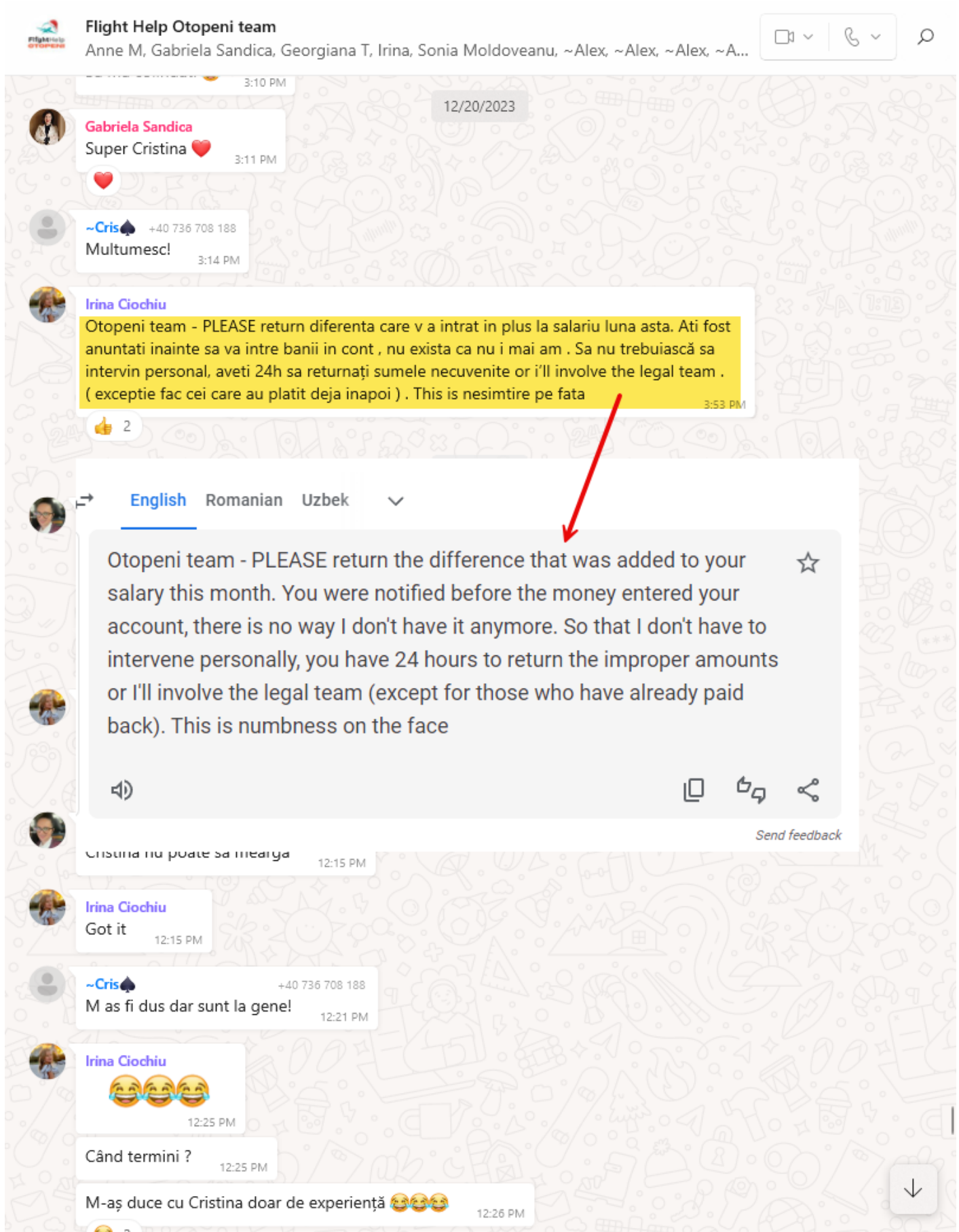
Otherwise, to join by phone, dial +40 31 227 6739 and enter this PIN: 462 871 077#

To view more phone numbers, click this link: <https://tel.meet/nzw-bahf-tsn?hs=5>

4:17 PM



returned





Irina Ciochiu



12/20/2023

team - PLEASE return diferenta care v a intrat in plus la salariu luna a  
inainte sa va intre banii in cont . nu exista ca nu i mai am . Sa nu treb  
personal, aveti 24h sa returnati sumele necuvenite or i'll involve the le  
e fac cei care au platit deja inapoi ) . This is nesimtire pe fata

What's this about? Seems like a big problem if  
legal is going after the employees.

5:42 PM

Legal is not going after anyone , they can't technically nor i will pursue it

5:59 PM

They were paid more than they should have had

5:59 PM

The new accounting team spotted the mistake and now they have to return the money

6:00 PM

How much? Are we talking like thousands? How much per person?

6:00 PM

It's Christmas and they're bursitting they don't have money etc and geo  
wasn't strong about it

6:00 PM

We don't know yet. The accounting team is trying to find out for the past year

6:01 PM

Likely the most somebody have been paid about \$3000

6:01 PM

The past year?

6:01 PM

Yes she calculated wrong the weekend %

6:01 PM

She doubled it

6:01 PM

Some people have less some people have more

6:01 PM

Who did? Geo?

6:01 PM

For the last month example is about 200- \$300 each

6:02 PM

No. The old Accountant

6:02 PM

Hmm, are we giving the team Christmas bonuses? I'm still waiting to know about the  
claims bonus btw

6:02 PM

If we overpaid people that much each month for the past year, it's going to be very hard to  
ask to get it back because they probably already spent it

6:03 PM

I'm worried if we tell the employees they owe us thousands of dollars because a mistake  
we made, it will ruin morale and many of them will probably quit

6:04 PM





Irina Ciochiu



If we overpaid people that much each month for the past year, it's going to be very hard to ask to get it back because they probably already spent it

6:03 PM

I'm worried if we tell the employees they owe us thousands of dollars because a mistake we made, it will ruin morale and many of them will probably quit

6:04 PM

So just I have this straight, when we find out from accounting, is the plan to threaten the employees with legal action if they don't pay us thousands of dollars back?

6:05 PM

No, they will be notified about the issue and there will be an individual agreement for every of them to reimburse what has been paid to them. This will be done over 12-18 months

6:06 PM

We won't sue to anyone

6:07 PM

They will be recovered but in time

6:07 PM

→ Forwarded

A	B	C	D	E
ALUPE LINTA	5825	4954	895	
ASTRATINEI ROBERTO-MARIUS	4627	3881	746	
BERA SILVIA	4321	3822	499	
CABA EMMA	5453	4703	750	
CURCULEL IULIANA	5913	4913	1000	
DUMITRU COSMIN-MARIAN	6853	5835	1018	
FLOREA EDUARD DANIEL	4018	3871	747	
IORDANESCU ALEXANDRU MIHA	5077	4744	333	
ISTRATE MARIA OCTAVIA	6992	5683	909	
MARGARIT ANDREIA BEATRICE	6145	5275	1230	
MAZILU GEORGETA CRISTINA	4910	3912	998	
MOLDOVEANU ELENA-SONIA	6258	5259	909	
NECULA TEODOR-ADRIAN	6437	5770	667	
PANAIT ALEXANDRA MARIA	6525	5981	444	
PETRACHE ALIN GABRIEL	6373	5373	1000	
POPA ALEXANDRU LAURENTIU	3438	3891	957	
RADUTA MARINA ALEXANDRA	6802	5659	1143	
ROGOJINA NICOLETA	5851	5285	666	
SANDICA GABRIELA	5207	4010	509	
SPAIUC DENISA NICOLETA	6925	5190	895	
TODERAS ANDREI	6387	5347	1140	
TUDOSE NICUSOR	6041	5041	1000	
URBU IONEL MIHAITA	4954	4103	851	
VARNI MIHALACHE LUCIA	5797	5045	759	

6:07 PM

This is by example for last month. Green people returned already

6:07 PM

Most of the people will they're just taking advantage that is Christmas

6:07 PM

And Georgiana is not enforcing it because it's Christmas

6:08 PM

While I am enforcing it because I know that soon they will know that it's coming from the whole year

6:08 PM

They don't know yet. It's just i geo, legal and my dad and the new accountants that know

6:08 PM

We are waiting everything to be calculated to know what sum we are talking about

6:08 PM

Before we approach them

6:09 PM





Irina Ciochiu



We are waiting everything to be calculated to know what sum we are talking about

6:08 PM

12/20/2023

Before we approach them

6:09 PM

You

Hmm, are we giving the team Christmas bonuses? I'm still waiting to know about the claims bonus btw

What do you mean by claim bonus?

6:09 PM

Ok. So the big problem I see is that we'll be paying the employees less than they were getting before, and expecting them to pay us hundreds more to pay us back, lowering their salary even more... I don't like this at all.

6:09 PM

Nobody does.

6:09 PM



I'm really worried that they'll all quit

6:09 PM

You have no choice

6:09 PM

I'm not paying the loss and we are not suing the accountant

6:10 PM

What do you mean? The alternative is that we just eat it and chalk it up to incompetence on the account

6:10 PM

I'm not. I'm not paying myself a bonus this is not going to lose

6:10 PM

I'm following the legal protocol

6:11 PM

Please let me do my job

6:11 PM

Irina Ciochiu

I will come back with bonuses for Filipinos

This

6:11 PM

I mean, this could backfire big time

6:12 PM

We're already paying just above minimum wage and if they have to pay us back hundreds per month won't they be earning less than minimum wage?

6:13 PM

So the only choice I see is to have them pay from their commission which basically destroys the incentive to do overtime.

6:14 PM

You

I mean, this could backfire big time





Irina Ciochiu



destroys the incentive to do overtime.

12/20/2023

6:14 PM ✓✓

You

I mean, this could backfire big time

I already gave them

6:15 PM

You

We're already paying just above minimum wage and if they have to pay us back hundreds per month won't they be earning less than minimum wage?

They're not paid just above minimum wage

6:16 PM

Because of the commission right?

6:16 PM ✓✓

happy to jump on a call and talk on this topic but the decision is made

6:16 PM

You

Because of the commission right?

Yes

6:17 PM

So how many claims do they have to do each month for free basically?

6:17 PM ✓✓

I can't talk right now Scott I have stuff to do

6:17 PM

I can jump in a call in an hour or so

6:17 PM

Ok when you can make time call me.

6:18 PM ✓✓

It will be the total divided per period of the x months

6:18 PM

I'm worried about this. Put yourself in their shoes

6:18 PM ✓✓

I put myself in anyone's shoes

6:18 PM

And I'm not suing anyone

6:18 PM

Please let me deal with it

6:18 PM

Then why threaten them?

6:18 PM ✓✓

It's a bad idea to threaten our employees if we're not serious because it has a huge negative impact on morale

6:19 PM

So we lose a lot of good will

6:19 PM ✓✓





Irina Ciochiu



It's a bad idea to t 12/20/2023 employees if we're not serious because it has a huge negative impact o

6:19 PM

So we lose a lot of good will

6:19 PM

Please let me do my job

6:22 PM

Ok, I hope they don't quit... I probably would if I were them

6:22 PM

If you want to run the team please go so otherwise let me do my thing

6:22 PM

The mistake for December have been spotted two hours before the wires were done. I've noticed the whole team immediately I find out that they will need to return the difference on Monday. They don't know that the issue is for the previous months either, but that point it was just December. However, some of them have the audacity to leave Geo on seen. Hence i remind everybody to not fuck around and return the funds otherwise I'm involving legal. They are reaching out to Georgiana crying that they spent the money before they even receive them. This happened the day after they had a Christmas party

Edited 6:26 PM

They knew about it before the money hit theirs account. If I'm not being strong about it they will find excuses to not pay the past year. Although the structure that I will make for them will be very reasonable in order to be returned

Edited 6:26 PM

And Georgiana is not enforcing it because it's Christmas. Hence I am on top of it

6:28 PM

I just want you to know that I understand where you're coming from but I disagree with this course of action and am against it for many reasons. I think it could cause many of the employees to quit and I know it takes a long time to get new ones with badge access. Ultimately this is our fault as a company. Even if they don't quit, I'm very concerned about employee morale and satisfaction. We ask a lot of our team and threatening them with legal action to recover thousands of dollars just seems like a slap in the face to them.

Edited 6:38 PM

So do what you want but I don't think this is smart

6:39 PM

Unless you want to pay this from your cut I'm not gonna pay it

6:40 PM

If we take it on the nose as a company it will come from both of us

6:41 PM

So you let me do it or you do it

6:41 PM

Absolutely not

6:41 PM

I'm not taking the loss . You can take decision on your side but not on my side

6:41 PM

This was your responsibility Irina. You set the salaries and hired the accountant. You should



Irina Ciochiu



Absolutely not

6:41 PM

I'm not taking the loss . You can take decision on your side but not on my side

6:41 PM

This was your responsibility Irina. You set the salaries and hired the accountant. You should have been paying attention to what they were doing. So I think me being willing to share it with you is more than reasonable. I'm not even really that mad, shit happens. But don't put this on me to make things right.

You know what it's like to be a broke 20 something year old kid... Most of them probably don't even save money, assuming they make enough to save in the first place.

6:44 PM ✓✓

What will we do if half of the team quits?

6:46 PM ✓✓

That's a serious question... I'm really worried about that

6:46 PM ✓✓

You are going to hire the rest of the half while i do tasks that have high value

6:51 PM

Me hiring 60 of them this year had 0 value regardless

6:51 PM

I've got to entertain this conversation if it is my responsibility you let me fix it

6:52 PM

And you stay away from it

6:52 PM

If you're concerned you take over the team and I back off

6:52 PM

Otherwise this conversation is closed

6:52 PM

Who ever said that? Stop deflecting and just own it.

6:52 PM ✓✓

I'm owning it and i am fix it

6:54 PM

Please close the conversation

6:54 PM

The problem is that the way you want to fix it could make things 10x worse if they quit

6:54 PM ✓✓

Again, if you want to fix it the other way please go ahead.

6:55 PM

We just need to eat this as a company as a loss. That's my way of handling it. Mistakes were made. Let's let people know about it and move on.

6:56 PM ✓✓

We can take this and make it a win.

6:56 PM ✓✓

Right now the employees don't know they owe us thousands of dollars. If we tell them, b  
say they can keep the money because we messed up. it'll build good will toward us.





Irina Ciochiu



We can take this and make it a win.

6:56 PM ✓✓

Right now the employees don't know they owe us thousands of dollars. If we tell them, but say they can keep the money because we messed up, it'll build good will toward us.

6:58 PM ✓✓

Instead of looking like bad-guys threatening to sue the employees and make them work for less money, we are seen as leaders willing to accept our mistakes.

6:59 PM ✓✓

Sometimes being a leader means accepting that you're not perfect and being humble. Our employees need to know that we care about them.

7:00 PM ✓✓

I disagree with your point of view and I'm leading this team

7:00 PM

I am taking the decision on how this is fixed. If you want from your own equity to lower half the amount they have to pay back (or even all ) I have no problem with it

7:01 PM

Otherwise please let me my job

7:01 PM

The amount is around \$66,000

7:02 PM

MOre or less . Subject to confirmation from the new accountant

7:02 PM

Irina, if I do that it won't be just to save the employees money and keep morale high, it will also be to save their opinion of you. I won't be able to tell them that I did it because it will undercut you as a leader. So it's not just me giving the employees \$66k... It would be for you too.

7:04 PM ✓✓



Voice call

Accepted on another device

7:37 PM



Voice call

Accepted on another device

7:47 PM

Call me back when you have service I have full signal

7:49 PM ✓✓

I have no signal. I call you back

7:59 PM

I will

7:59 PM



Voice call

Accepted on another device

8:09 PM



**FlightHelp- Tech team** 🧑‍💻🔧  
Georgiana T, Irina

12/27/2023

**Georgiana T**  
Hey. Let me ask the team 3:11 PM

**@Scott Jordan** you can make the changes now 3:19 PM

Ok. confirming the devs are good to go and if they are we'll get started. 3:20 PM ✓

**Georgiana T**  
The accountant requested to see breakdown for each outgoing payment from ING to Chase. How much was used for credit card, how much for airports/salaries/ developers from Chase and how much was paid back to your account. She said she did not see the clear reimbursement for the amounts that you sent to ING and I told her you got it from what we sent to flighthelp llc 3:22 PM

**@Scott Jordan** 3:22 PM

Sure, does she just want the account statements? That should make things pretty clear 3:22 PM ✓

Also, it's important for her to note that not all of the outgoing payments match directly with payments on FlightHelp (nor should they since they're "consulting" fees) since we've run into cashflow problems when doing that, so the account has quite a bit of buffer money to account for unexpected payments and cost increases 3:24 PM ✓

**@Georgiana T** we're going to delay the server work until tomorrow so all the dev team can be available to test and in case something goes wrong. 3:26 PM ✓

**You**  
Also, it's important for her to note that not all of the outgoing payments match directly with payments on FlightHelp (nor should they since they're "consulting" fees) since we've ru...  
To elaborate on this, when we've spent X amount one month and the next month we spend more, I've been sending more money to account for the new level of spending, so we don't run out of cash in the Chase account and have payment delays like we've had to deal with. Edited 3:28 PM ✓

**Georgiana T**  
I already gave her the bank statements from Chase. And she wants to get more details about the outgoing Payments from Chase to Spaceship creative. 3:31 PM

For each transfer that was made to your company 3:32 PM

Ok what does she need? Would it be easier if I talked to her? 3:32 PM ✓

**Irina Ciochiu**  
She cannot understand ( nor we can so we can explain) how you made the payments and what are they for . As Geo mentioned she needs clear breakdown of the amounts . She needs to see how you reimbursed your amounts that the company owned to you , what went for credit cards , what went for developers , salaries and so on . She does



Georgiana T



If you can, it would be great for these two

6:42 PM

Thank you! 🙏

6:42 PM

Ok I can read those accounts as RON accounts

6:42 PM



Scott FlightHelp Expenditures and Payments

Spaceship Account,Date,Direction,Payment Amount,Type,Account,Purpose  
Spaceship Amex,1/19,Outgoing,-\$699.00,Expenditure,WP...

docs.google.com

<https://docs.google.com/spreadsheets/d/1QpjiJ13tMGcmTqQcPTAoVmBcqAec-PA1FLO1VQyeUE/edit#gid=0>

6:42 PM

Here's all the payments I've logged so far, let me know if I'm missing anything

6:42 PM

I will look at it tomorrow. 😊 i just turned off my pc

6:43 PM

Haha no worries

6:43 PM

And hoping to survive until friday 😭😭😭

6:44 PM

idk why Irina is digging. There's actually a negative -\$4000 balance

6:44 PM

For 4 Days of peace after that 😊

6:44 PM

lol yeah, having peace the past 4 days was so nice.

6:44 PM

I asked her why she is doing this but she ignored my question

6:44 PM

Figures

6:45 PM

You

lol yeah, having peace the past 4 days was so nice.

It really was. Last time when I had it was before we started Flight Help 🙏

6:45 PM

12/28/2023

Georgiana T

Hey,

...

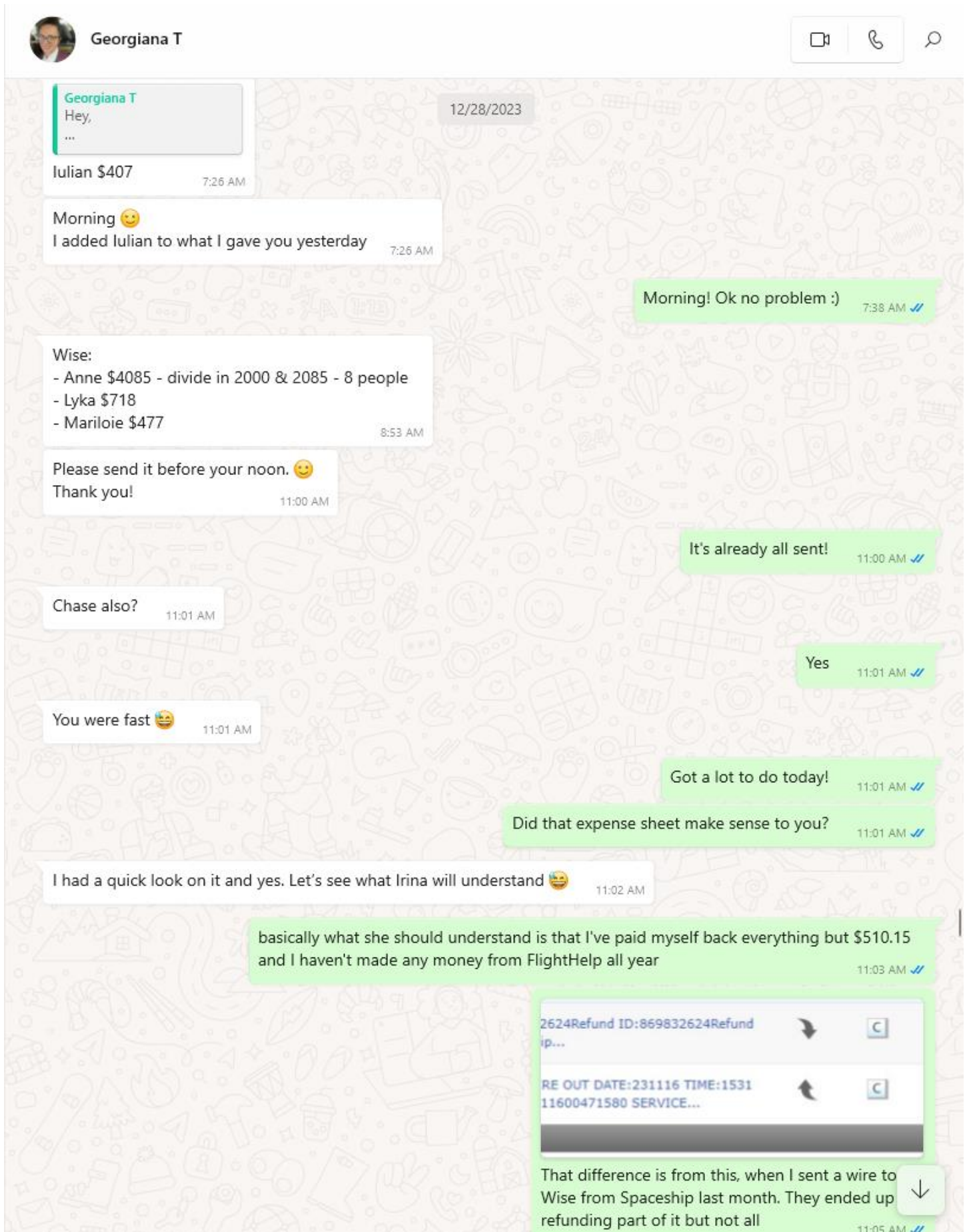
Julian \$407

7:26 AM



Exhibit 256

	J	K	L	M	N	O	P	Q
	Salary	Irina	Scott		Partner	Capital Contributions	Debt / Loans	Total
May		20000 EUR	\$0		Irina	\$58,087.93	0	\$58,087.93
June		20000 EUR	\$0		Scott	\$67,729.00	\$26,394.00	\$94,123.00
July		20000 EUR	\$0					
August		20000 EUR	\$0					
September		20000 EUR	\$0					
October		20000 EUR	\$0					
November		20000 EUR	\$0					
December		20000 EUR	\$0					
Total USD		\$177,041.12	\$0.00					
Disbursements								
2023		\$0	\$0					





Georgiana T



12/29/2023

but I still had expenses to pay

11:34 AM ✓✓

11:34 AM ✓✓

But if Flighthelp didn't work out, I would lose the \$24,800 I sent FlightHelp as well as owe up to \$33k for the loan

11:35 AM ✓✓

That's why my total exposure was \$58,000+

11:35 AM ✓✓

and at the time this was happening, FlightHelp wasn't making any money

11:36 AM ✓✓

so I was basically making a bet that we would make money

11:36 AM ✓✓

but all the risk was on me

11:36 AM ✓✓

That's why that payment is that way

11:36 AM ✓✓

It's also why I got so mad about it because Irina didn't have a problem with this when we needed the money

11:36 AM ✓✓

it was a way for me to defer out my costs

11:37 AM ✓✓

But you actually sent the money you got from the loan to Wynn. So Cabbage - Spaceship - Wynn was 24800. Which it was paid off

11:37 AM

Kind of

11:37 AM ✓✓

I started sending money before I got the BLOC, but it was creating problems for my other company

11:38 AM ✓✓

so to keep sending money I had to get the BLOC

11:38 AM ✓✓

Now that you mention that the difference is for the projects that you lost, it makes sense. You estimated what you lost while working for Flight Help

11:38 AM

In essence yes, based on what I already had earmarked for expenses for the year

11:38 AM ✓✓

It wasn't an estimate in the sense that I was guessing. I knew how much money I could send FlightHelp, but that money was already dedicated to my company expenses

11:40 AM ✓✓

That's why the BLOC was essentially for the exact same amount

11:40 AM ✓✓

Just realized you're off for 4 days. Have a fun relaxing trip to the mountains!

12:33 PM ✓✓

Thank you! 🙏

12:34 PM

1/1/2024





Irina Ciochiu



Personally, I'm pissed off about this because you've accused me of "screwing you over" and wrongdoing. That's why there's been a big fight.

The fact of the matter is this:

1. You couldn't get financing and due to your situation at the time we couldn't prequalify for loans together. You sent over your social security information which was required to pull credit to get our credit card. Due to your credit, at the time, I had to put a "personal guarantee" on our card which means I'm personally liable for all funds. For the loan I'm also personally liable.
2. I told you about my personal/business needs and what I could do at the time, including why I'd need to get a loan. Your lack of care, attention to the conversation, or memory deficits are not my problem. This is the cause of the current situation.
3. I documented everything I was doing. Invoices are sent for everything and when I was told to change the details on them I did. I never tried to hide anything or be sneaky.
4. You have access to our accounts and can see everything, whether or not you look is not my problem.

So at the end of the day, you're mad at me because I did what I said I was going to do and you either didn't pay attention, don't remember, didn't understand, or didn't care about the conversation when the company needed money.

It's as if you don't pay attention to anything I say and don't care about anyone but yourself. I've shown care for your situation and even said you should take a salary while I was actively loaning the company money.... That's what I find so infuriating.

If you want to chalk it up as "consulting fees" for accounting purposes, that's fine.

I'm not going to engage about this issue any further.

11:48 AM ✓✓

1/4/2024

hey there , are you available in 20 min about the operating agreement / try to sort the things out ?

2:40 PM

Yeah

2:41 PM ✓✓



Meet

Real-time meetings by Google. Using your browser, share your video, deskto...

[meet.google.com](https://meet.google.com)
<https://meet.google.com/keh-njeg-ekw>

2:55 PM

**Scott** | 12:22

Well, then we both feel misled, Irina. So it's like even Steven, right? Because you told me we were going to nest the company when we signed the operating agreement. We haven't done that. It's been over a year.

**Irina** | 12:33

That's what I was trying to do in October. In October, it was the time to do it.

**Scott** | 12:37

But here's the thing. You kept putting it off. You kept putting it off.

**Irina** | 12:41

But Scott...

**Scott** | 12:41

At first-

**Irina** | 12:46

I kept putting it off because ... Scott.

**Scott** | 12:46

And then you kept putting it off until October.

**Irina** | 12:46

Scott, no, I keep putting it off because from beginning of June till end of September, I was in Europe working non-stop in the airports. So I started this process, hold on, hold on, Scott. I didn't put it over. I was in Europe from June till end of September. I started the nesting process at the beginning of October after Summer's birthday. I came back to the States September-

**Scott** | 13:07

It's immaterial. It's immaterial. That's not relevant to the fact that there's an expectation that's created when you enter a business relationship with someone and then you're telling me it's not the right time. And then you lied to me and you told me that-

**Scott** | 13:25

That we couldn't do it online, and I went to the Romanian registries websites, the Romanian business ... Let me finish. I've been to the Romanian corporate website or the government website, where they manage this stuff. All of that stuff can be done online. It can be done by filling out one piece of paper.

**Irina** | 13:42

That's not accurate, Scott.

**Scott** | 13:44

It is accurate. And I can show you that it's accurate, and you can ask anyone in Romania that it's accurate. I've gone to their business. It's all in Romanian, but it's a decent business portal where you can do business transactions.

**Irina** | 13:56

I actually spoke-

**Scott** | 13:57

And you can change those things.

**Irina** | 13:58

... and that's what I was trying to do and you're not being accurate.

**Scott** | 14:01

But it is true. But you told me that it's not true, and yet I was able to pull up all of the records for the company.

**Irina** | 14:07

That's not accurate, Scott. Scott, you're reading blogs and you are reading-

**Scott** | 14:13

I'm not reading blogs. You can file a change of corporate structure in Romania online.

**Irina** | 14:18

Scott, I'm talking to the lawyers. I'm not reading.

**Scott** | 14:22

Well then the lawyers are misleading you, because you can do that online.

**Irina** | ● 30:51

Scott, this is what I've done. I hired every single person in the company until departments were ready. You don't have a team to hire other people. So you hire this guy and you outsource your CTO job to this guy so he can take the executive decisions and you just watch it? Hold on, hold on.

**Scott** | ● 31:09

It's not, that's not even remotely true.

**Irina** | ● 31:11

Okay, Scott, you can't say that you hire one guy and you don't go ahead and hire the other people in the team. I hired and build every single department from this company personally. Before the department was ready and mature enough to be able to hire people on its own from internal, I build the team. So what you have done, you hired one-

**Scott** | ● 31:34

You hired a Philippine staffing agency to find you a bunch of Philippines you could boss around. That's what you did.

**Irina** | ● 31:39

No, no.

**Scott** | ● 31:40

Don't pretend like you interviewed every single Filipino-

**Irina** | ● 31:43

I did interview every single person. They are not a staffing agency. They are a recruiting agency. So they send you people for every single candidate.

**Scott** | ● 31:52

So Anton does this exact same thing. What's the difference? What's the difference?

**Irina** | ● 31:57

I hired every single Filipino till we were mature enough.

**Scott** | ● 38:34

But my point is right now, it's sort of a hollow conversation, though. This conversation, it's almost like I don't understand the point of it because you yourself admit that the company lost \$300,000 according to what you said.

**Irina** | ● 38:52

It didn't lost \$300,000. It lost because it invested some claims that they're coming into FlightHelp and they haven't been paid.

**Scott** | ● 38:57

I understand that.

**Irina** | ● 38:59

But the company right now legally is losing. Now I'm going to move on.

**Scott** | ● 39:03

Let me finish, though. So let me finish.

**Irina** | ● 39:04

Go ahead.

**Scott** | ● 39:06

So it's almost like you're upset about me not delivering something that you yourself admit, because we lost money, that I couldn't have done anyway. And I've known that the entire time. I've known that the entire time. It's like, how could I make a plan if I wanted to spend a million bucks?

**Irina** | ● 39:25

You could have raised a million bucks. You could have showed that there are-

**Scott** | ● 39:29

But here's the problem. To raise a million dollars, I need a balance sheet. We need good accounting. I need to be able to show an investor, here's how much money-

**Irina** | 40:29

Hold on, hold on. Let me finish. They have been invested in order to be able to process those \$490,000 in claim for the other account. So this is where they are, plus the money that they have been returned. Now leave that over there. I'm trying to figure out this endless conversation. Obviously it's a lot of disagreement from both sides. The purpose of this conversation is not ... You said it's hilarious, the purpose of the conversation. My purpose of the conversation is to try to set up how we are moving on.

**Scott** | 41:00

The topic is funny.

**Irina** | 41:02

We're talking about-

**Scott** | 41:02

The topic was funny because you're bring up a topic that you admit I wouldn't be able to do, and then you wonder why I haven't done it. And I think it's really rich. It's like, really?

**Irina** | 41:18

Listen, you could have been able to do it because you could have borrowed money. Number one, you could have borrowed money from the passengers money that they have never been paid, okay?

**Scott** | 41:26

Okay, so we're stealing the passengers' money?

**Irina** | 41:28

No, you're not stealing money from passengers. Nobody's stealing money from the passengers' money. We both know why the money were in the account because we weren't able to process payments and everything had to be done manually. Every single payment had to be done manually, validated from the sheets. It was not an automation on it. That's why it took so long to do the payments. Plus we didn't need, if we're going to have cash to survive at the very beginning. That's why the money have not been paid.

**Scott** | 42:13

I already have done some advertising, but I can't do, what do you want me to do? Do you want me to come to you and say, oh, hey, let's spend a hundred grand of money that we don't have right now?

**Irina** | 42:23

Yes. And make 300 grand. Like yes, that's what I wanted you to do.

**Scott** | 42:27

But we don't have the money. I don't even know how much we have.

**Irina** | 42:30

You could have got to-

**Scott** | 42:32

What responsible person does that?

**Irina** | 42:34

Scott. Scott.

**Scott** | 42:35

No, but it's irresponsible, Irina.

**Irina** | 42:38

It's very responsible, then how you expect to scale? I went to London and to Tirana, borrowing money from the passengers' money to go ahead and scale. Very responsible.

**Scott** | 42:48

Irina, responsibility in this case would be having a balance sheet and a chart of accounts so we know how much money the company has to pay passengers, so I even know what the float is to spend.

**Irina** | 43:42

What are your thoughts about the equity share? What is in fact right now on the papers, what it should be based on the time that we both invest in the company and other people involved? What are your thoughts on it?

**Scott** | 43:57

So equity, to start, is a form of property. And so right now we both have 51% and 49% property in the company. And so I'm not sure from an equity standpoint, I think it would make sense. I told you in the past that I thought it would make sense to bring Geo in. But I guess I'm wondering where you want to go with that, because I remember our initial conversation about selling equity that we had when the company got started, you wanted your friend to invest for \$150,000 for one percent of the company.

**Irina** | 44:42

You said you were very happy to sell equities if he was putting money in.

**Scott** | 44:46

Yeah, yeah, yeah. I thought that would've been fair at the time. I still think that's eminently reasonable. I do think we do need help from an executive standpoint. We need to expand our executive team if we're going to grow. And how we want to do that is open for debate. I think if the expectation is that I just gift equity to people, then depending on what it is and who, I might be open to it, but it would be a small amount.

**Irina** | 45:32

But this is not expectation of me telling you to gift people. Number one, you committed to give Geo two percent of equity without even consulting to me. And I said, fine, if it is from his side.

**Scott** | 45:45

You told me not to do it at the time.

**Scott** | 50:32

So you want to make your dad a partner. Do you want to give your dad some of your equity?

**Irina** | 50:35

No.

**Scott** | 50:36

No. Do you want to give up any of your equity?

**Irina** | 50:40

Abso-fucking-lutely not. I'm looking to get more equity because I work my ass off.

**Scott** | 50:44

Okay.

**Irina** | 50:45

That's why I'm asking you what are your thoughts before I'm bringing my thoughts.

**Scott** | 50:50

Well, I think that if you want to create a dictatorship within a company-

**Irina** | 50:59

I'm not trying to create a dictatorship. I'm trying to do the right shares.

**Scott** | 51:02

It seems like it.

**Irina** | 51:02

So I'm trying to figure out what's fair for you? I'm asking what do you think is fair?

**Scott** | 52:29

You want to bring in your dad, and so your dad's been helping you, right? Your dad's been staying up, watching the flights, right?

**Irina** | 52:40

Yeah. Flying to Europe a couple of times to deal with paperwork. When he's in Romania, he's like-

**Scott** | 52:46

So why don't you give him some of your equity? It's your family.

**Irina** | 52:49

Why would I?

**Scott** | 52:51

Well, because it's your family. You think your dad's going to back stab you or something?

**Irina** | 52:55

No, but why would I give him my equity?

**Scott** | 52:57

Well, why not?

**Irina** | 52:58

Okay, listen, this conversation over here is not going to be productive. So let's hold it on spot.

**Scott** | 53:04

My point is, Irina, is if you want to have a conversation about that, then I think it has to start from a place of shared responsibility. You're asking me to give up my equity only while you just basically remain. It's almost like, oh, well, I'm going to be the 51% owner and a managing partner. So then I essentially have full dictatorial control of the company.

**Irina** | 53:30

But I don't have any. Scott, I don't have any dictatorial power of the company. Remember, you are the managing partner. I have zero power in the-

**Scott** | ● 57:44

Well, first of all, the debt of the Romanian company, as you said earlier, is temporary debt from unfounded liabilities or unfunded claims basically.

**Irina** | ● 57:53

Correct.

**Scott** | ● 57:53

And so essentially what, it's not really debt. It's paper debt in the legal sense of the term, but it's not actual debt. It's basically an unrealized loss. It's not a real loss. And so it's good for tax purposes to be seen as a loss because actually that would create a negative tax liability if the company is losing money.

**Irina** | ● 58:19

In Romania, it's not like that. With the invoices that we are having, the Romanian IRS will come after me and ask me, "Why the fuck did you send all those money to the United States when you're losing?" So it's a big deal, but okay, go ahead.

**Scott** | ● 58:32

But my point is that it's only a big deal because the airlines haven't paid out all the claims. It's not like if the company was in debt and was insolvent. That's different. If the company is bankrupt and they're in debt because they owe people money, then that's very different. If it's a-

**Irina** | ● 58:54

So would you have stay liable for that?

**Scott** | ● 58:58

Why would the American company be liable for that?

**Irina** | ● 59:01

Because you want to nest it, right? Why would you wait [inaudible 00:59:04]?

**Scott Jordan** | ● 02:06

I heard about that.

**Irina Ciochiu** | ● 02:08

Yeah. Find a new accounting team and all that. He hasn't had a per se a particular job. He has done essentially why I or Geo would have done just on the times when we are sleeping or the times when... Sorry, they're texting me. Or on the times that I couldn't travel anymore. That's why he would go to Europe after Summer's birthday because I've been in Europe for four months. So then he took over for two more months essentially dealing with all the papers, the new enrolling with the accountants, transferring the balance sheets, getting all the fucking receipts from one side to another one, trying to count them and so on. So, he's been working, he's fully retired from his job, so he doesn't work. So he has been done this full time essentially.

**Scott Jordan** | ● 03:04

Yeah, I understand that. Okay, so do you want him to come in, since he's not a silent partner, would you want to pay him a salary on an ongoing basis? How do you want that to qualify?

**Irina Ciochiu** | ● 03:18

Well, you requested to have a salary, right? And that's the fair thing to do, and I request an increase to have a salary and that's the fair thing to do. Now, this needs to be discussed. Number one, proper working contracts is to be done with proper responsibilities and so on with tasks and assignments. So, all that I will need to review, do them the proper way.

**Scott Jordan** | ● 03:46

So this is another thing that I had written down to discuss with you, is about HR oversight. Right now, we have a sort of a bad situation in the company where, and I'm not saying this to attack you, but I need to say it, there's a lot of people in the company who are afraid to tell you about problems that they have because afraid of getting fired.

**Irina Ciochiu** | 04:17

What do you mean, some people?

**Scott Jordan** | 04:20

Just employees, I'm going to protect their confidentiality because they're afraid of retribution.

**Irina Ciochiu** | 04:23

What are you even... Okay, this is a different topic that I give no fucks about at this point.

**Scott Jordan** | 04:31

No, because this is important. This is important in the operating agreement.

**Irina Ciochiu** | 04:33

Listen, Scott, Scott. This is not the topic right now. You either give me the names and you give me the issues or not [inaudible 00:04:37].

**Scott Jordan** | 04:37

I'm not going to do that. I'm not going to betray their confidence.

**Irina Ciochiu** | 04:40

Well, if you don't betray, their confidence, I don't know. How can I fix their problems?

**Scott Jordan** | 04:45

Look, the problem is that there's a culture of fear within the company of telling you the truth about certain things or telling you about certain things at all when they happen.

**Irina Ciochiu** | 04:56

Scott, at this point... Listen.

**Scott Jordan** | 04:56

So, people come around you to talk to me about it.

**Irina Ciochiu** | 05:01

Scott, at this point I'm running the company, I'm the CEO of the company. If you want me to fix the problem, okay? You bring me straight facts, what's going on and I'll take care of it.

**Irina Ciochiu** | 07:15

Scott, this is not a conversation to have about here the point of this conversation, it's either to decide if this partnership is going to work or not, okay?

**Scott Jordan** | 07:28

I think it's going to work, but I think it's a mutual thing.

**Irina Ciochiu** | 07:30

This is not on you to say this is going to work. It's on both of us and it has to be a mutual thing because if you don't agree on what I want and if I don't agree on what you want, we have to part parts, this is not going to work this way. How is with this tension or not? The purpose of this conversation is to figure out if we have a deal on the number or not or to move on from this. This is the purpose of the conversation. I'm not talking about HR right now, I'm not talking about culture.

08:00

I'm happy to address them on different conversations, but this is a life and death conversation that we are having about the future of this company. Because clearly there are some issues in this company, clearly you are unhappy about it? Clearly I'm unhappy about it. You feel you're screwed, I feel I'm screwed. There are issues with the way how you handle the finances, which they're not the topic over here and I'm trying to figure out how is this moving forward? No HR, no contracts, nothing. I'm asking about equity shares. What do you think it's fair based on the work that you have done in 2023 and your best estimate what do you think if you have a 100% equity in your hand?

**Scott Jordan** | 08:47

I think that if you...

**Irina Ciochiu** | 08:48

What do you think it's fair for you to have?

**Scott Jordan** | 08:50

Here's a few things, here's a few things. I think that if you didn't have me, you A, would've run out of money and the company wouldn't operate right now.

**Scott Jordan** | 08:59

B, because you wouldn't have been able to sell your house fast enough and you would've just run into a cash crunch because we were weeks away from basically not being able to pay rent or a week away. And so I think that that's should be said first of all. Even with accounting issues aside and disagreements about our conversations regarding funding, I still think that I invested more than you in the company. And so I think that that's also something that is... It needs to be recognized that that... While I was investing, you were taking a salary.

**Irina Ciochiu** | 09:35

Okay, let's... Hold on.

**Scott Jordan** | 09:36

But my point in bringing this up Irina, is that, from a contribution standpoint, the company doesn't exist without me being in it at that time, it just wouldn't be running. Because no one was going to give us money, your friends didn't want to give you money. We were in a bad situation and I think we both know this is true. Secondly, the software platforms that I've provided and stitched together for people have enabled them to do their jobs and without those platforms you're stuck manually creating claims and paying money on a per contract basis for the claims or...

**Irina Ciochiu** | 10:17

Just for the record, the things are still doing manually as of 2024.

**Scott Jordan** | 10:22

I know, and it's an iterative process. Building software is something that takes time and features need to be added over time and that sort of stuff, and I think that that will continue as long as this is a business and if you stop building, then you're drowning basically. And so, that being said, I do think that without my tools and the things that I've provided for the company and set up for the company, that the company produces far less revenue, far, far less revenue.

**Irina Ciochiu** | 10:56

Okay.

**Scott Jordan** | ● 10:57

Because it just wouldn't have been feasible from either an employment or a time management standpoint, to produce the amount of documentation required and to follow up and you would have a lot more gaps and you would also run into a lot more liabilities with issues.

**Irina Ciochiu** | ● 11:13

Okay. Please go ahead to the numbers.

**Scott Jordan** | ● 11:16

So my point is, I think that there's been this propensity on your part, at least it's how it's come across to me to severely devalue my work, and I understand why because it benefits you, but I don't agree with that and I think that just from both a financial and a tech contribution perspective that the company would be either A, non-existent or just far worse off had I not been involved.

● 11:45

And so, from a contribution standpoint, I'm not going to sit here and say, oh well, because such and such, there have been nights where you've stayed up till 4:00 AM and there's been nights a lot of nights that everyone can tell you, well this my wife especially can tell you that I've been up till 4:00 AM working when it's 10:00 AM or 11:00 AM in Romania and I have not wanted to be up working. And so I am not particularly sympathetic to overtures about harsh working conditions or time requirements because that's something that we've both endured, because it's one of those things that you like to say, oh, well you haven't done a whole lot, but that's not true at all and I've actually...

**Irina Ciochiu** | ● 12:28

I've never said you have not done...

**Scott Jordan** | ● 12:29

That's something that if we were in person, I'd probably punch you in the face if you told me because I'd be so mad, but it's good thing...

**Irina Ciochiu** | ● 12:37

Hold the conversation here. Nobody has denigrated your work or said that you haven't worked harder...

**Scott Jordan** | ● 12:42

But you've done that repeatedly.

**Irina Ciochiu** | ● 12:43

Scott, I've listened to you for five minutes. I said, nobody has done that. Name a price on your work. Let's move on from this, and name a fair price on your work.

**Scott Jordan** | ● 12:55

I think that the equity split that we have has been fair thus far and that's really why I've been willing to continue working without being paid a salary and without earning a dollar this year. And so, that's also part of the reason why I find it particularly offensive, the idea that I should just give up equity. I think that it's a two-way street. Obviously the company wouldn't be making money if you had not gone in and helped set up the teams and done all that stuff and really pushed people hard.

● 13:33

There are things that you are very good at Irina, and that's something that I'm appreciative of you for and I think that obviously you've been compensated and that you should continue to be compensated for that and then there are things that I'm good at that I think are essential to enabling you to do what you do as well. And so, I think it's been a symbiotic relationship in that sense. Both of us have our own gripes and frustrations, but as far as what we're talking about right now, are we talking about specifically the number for a salary, is that what you're asking me?

**Irina Ciochiu** | ● 14:14

No, I'm asking you the equity that you think you are worth in this company.

**Scott Jordan** | ● 14:19

Yeah, yeah. I think that, like I said, I think knowing that, I think that the equity as presented considering everything that has happened has been fair. When you initially came to me with this and we talked about this, the initial idea that you told me and you brought this up last time we talked, but you told me that you wanted to be 51,49 partners, and I told you I thought that was too much, but one of the things you said at the time I told you, I said, I have two other businesses that I'm involved in and I just don't know how much time I'll have to dedicate to this with that in mind.

● 15:01

And you said, oh, no, no, it's okay. We need you to set up these things and it seemed very easy on the surface at first come to find out it wasn't, but then you'd be working 20 hours a week, something like that. I was like, okay. But I remember at that time I told you I thought it would be more fair to do a 60,40 split with those expectations. Because essentially the way it was presented to me, it was that I would deliver technology for the company to allow it to grow and then you would basically...

**Irina Ciochiu** | ● 15:29

It was more about the marketing than technology, but okay.

**Scott Jordan** | ● 15:33

Fair enough, but then you're going to run into you saying and it'd be pretty passive on my end. It has not been...

**Irina Ciochiu** | ● 15:40

Yeah, if you would have put ads on and that's...

**Scott Jordan** | ● 15:44

But this gets back to, this also creates another should have, could have, would have type thing where it's like, if we had capital to spend a lot of money on ads at the time, then that would've been a possibility, but knowing the reality of the situations, it was an impossibility. It wasn't even possible, it wasn't something we could do. If we had set up all of our stuff with our accounting properly early on and it could have secured investment, then that's something that we could have done, but we didn't have that stuff set up properly so...

**Irina Ciochiu** | ● 16:15

Okay back to the conversation. Okay back to the main focus.

**Scott Jordan** | ● 16:19

The point is, is that the value that I bring I still think is the same. I think that I've had to work a lot more, a lot more than expected, to an extreme degree more.

**Scott Jordan** | ● 16:39

Basically, I think if you want your dad to have more than 2% that you should give him whatever you want to give him, but if we're going to value his contribution the same as Geo's and you're okay with that 2%, then I would say that's probably fine with me, but the expectation would be that you would also give some of your equity, to your dad as well. And so if you want to match me and say your dad has 4% and Geo has 2%, okay, and then that makes you 49, your dad four Geo two, and I would have the remainder so I would've 45.

**Irina Ciochiu** | ● 17:26

Okay. If you were to not own any equity in the company and walk out today and shake hands, what would you want?

**Scott Jordan** | ● 17:36

That's another conversation for a different time. So basically, right now, on claims alone, the company has 15 million euros in unrealized claims.

**Irina Ciochiu** | ● 17:55

That's not accurate.

**Scott Jordan** | ● 17:56

There's 57,000 signed contracts in the system and an average value of 328 euros per contract. I know exactly what I'm talking about and so there is unrealized claims. Now whether or not, let me finish. So, whether or not, let's just say that you did sort of shoddy vetting and only four out of five of them were good and one out five just like, sorry, we didn't really vet the flight, so they're not going to pay out then it's still on the order of 12 million euros.

**Irina Ciochiu** | ● 18:30

About nine, you around that, nine, not 12, not 15. Nine.

**Scott Jordan** | ● 18:34

Well, we've gotten paid 3.64 so far.

**Irina Ciochiu** | ● 23:00

But, those 57,000 of them, they are... You are wrong. Those 57,000 of them there a lot of them duplicate or not qualified flights. So I'm telling you they're worth about 9 million [inaudible 00:23:13].

**Scott Jordan** | ● 23:13

That's why I took into account 20% loss. I think that's pretty generous. But basically, that is what it is.

**Irina Ciochiu** | ● 23:26

Yeah, I guess we both have to also keep in mind that this partnership might not as well go because I can't work on this environment. I cannot. I cannot do what I'm supposed to do because I have to focus on this and this is not right. And also, I think the way how you proceeded with the accounting team, I think that was shady as fuck. That was not the conversation we had.

**Scott Jordan** | ● 23:51

Irina, it is a conversation we had, whether or not you want to listen to me is another thing.

**Irina Ciochiu** | ● 23:53

All right, let me talk.

**Scott Jordan** | ● 23:58

I feel like, no, I think you're just self-interested and you're being extremely selfish and it's okay when you need money for your rent and your house and stuff, but when I need it for my business, you don't listen.

**Irina Ciochiu** | ● 24:06

Scott, can I talk now? I've listened to you about the same topic over and over again and actually the whole conversation, we never had the conversation about paying 39% or doubling the loan back, which actually the loan has never been existed, the documents for the loan have never been produced.

**Scott Jordan** | ● 33:06

Well, you obviously have some sort of idea in your head about what you wanted out of this conversation and if the purpose was to move forward with our partnership, then you had some sort of design in mind. So, tell me what that was.

**Irina Ciochiu** | ● 33:19

Number one, I think the operating agreement needs to be redone. It needs to be redone by a lawyer and your lawyer have to review that. And I guess we have to sit you with your own lawyer on a call and me with my own lawyer on a call.

**Scott Jordan** | ● 33:34

I think that the company should hire an attorney. Go ahead, go ahead.

**Irina Ciochiu** | ● 33:36

Hold on, you asked me what I want, I'm trying to tell you. I think the operating agreement needs to be done, not the company attorney. The interest of the company is different than your own interest and my own interest. The lawyer of the company is strictly seeing the interest of the company. So it won't represent you nor you or I. So you need your own lawyer, I need my own lawyer. The operating agreement needs to be done between those two lawyers, not a company lawyer.

● 34:02

The company lawyer will review it at the end. So I think the operating agreement has to be redone. And then I think the share equity, the work that has been done needs to be redone. Your salary needs to be paid as a CTO and CMO, but you also have to have a strictly... Tasks, not assignments. You need to have your area and you have to provide reporting and to provide actually what are your plans and what you're working on, and you have to adhere to those plans and timelines and whatever needs to be done. So this needs to be clearly nailed And also...

**Scott Jordan** | ● 34:44

I don't disagree.

**Irina Ciochiu** | ● 39:37

Okay, good. Then I set it today. So, those are the main issues that I'm having. About the share wise, I do agree that you have worked hard in the past two months of the company. I think November and December you really work hard since you hire those folks and you have been involved. But before that, I beg to differ. I think before October, I don't think you have been realistically worked more than 10 hours a week. And even in the periods April, March, those ones probably were working one, two hours a week. I think that's a fair estimate. And I went back to the conversation and I saw how I've been left on scene for a couple of days, and I think for you it was like you took it as a joke at the very beginning until actually money started to come in the company and airlines start to pay.

● 40:30

So, when you saw that the airlines were starting to pay, you were like, oh shit, maybe this is tempting, maybe I should do something. And then I think by the time you saw millions coming in the account, you're like, oh shit, this is serious. I have to catch up. So I think for you, to catch up by the level that the expectations have been set for you to deliver, I think it was too late. So you feel overwhelmed and you feel that you worked out your butt because in the past two months you are trying to catch up what you have not done in one year. And you almost did, you almost did work two months, very hard to make up for the other 10 months that they have not been done. But I feel like the damage has been done because I think that...

**Scott Jordan** | ● 41:15

Don't agree with you.

**Irina Ciochiu** | ● 41:17

Hold on. You don't agree, this is what I feel right? And I feel that I worked my ass off the whole year equally from day one, even before for a couple of months to plan this. From before that, not only the past two months of the year. So, do think it's fair for you to get 49%? Absolutely not. I don't think it's fair. Is it on paper? Sure. Will you get them? Sure. Will I move on and have that for the next year? Absolutely not. So this is what I feel right now. I feel that I worked significantly more till October for the company since I started September 2022 and you haven't. The past two months, sure. It's been working hand on hand.

**Scott Jordan** | ● 42:09

I think that what you're saying is demonstrably false, demonstrably. I can prove that's not true. But also, I mean at first, yeah, because of the expectations that were set. I would say at first in January and February, probably I was not working as much because we were still working with those Ukrainian developers and I'm just getting my feet wet, figuring things out, that sort of stuff. But then we had to redo the entire back end of the site, which we did.

**Irina Ciochiu** | ● 42:43

I'm not even talking about the fact that Ukrainians have been overpaid and you haven't even...

**Scott Jordan** | ● 42:46

I didn't hire the Ukrainians.

**Irina Ciochiu** | ● 42:49

I did hire the Ukrainians, but they were supposed to be under your supervision and their billing hours and you haven't checked, I'm not talking about that part. I'm not talking about that.

**Scott Jordan** | ● 42:55

I caught them over billing. I caught them over billing. So that's the reason why you think that. So, basically, yeah, no, no, I disagree that I hadn't done a ton of work until recently. I think that's patently untrue. And basically we had a thing where because of the Ukrainian design, the site was crashing every day and I was pulling my hair out going nuts. Essentially every day trying to keep the website up. Then we got hacked over the summer, had the site taken completely down. What the hell am I supposed to do?

● 43:32

And so the only thing then that I could do is rebuild the back end of the site, which we did in a month, by the way, with a whole new platform. Worked my ass off to make sure that got done. Added a whole bunch of security features.

**Irina Ciochiu** | ● 54:08

Shit, don't pull the guns. If this is me pulling out and be considerate for everybody, that will be the share. Now, if I think that's being considerate, and this is trying to save a partnership. If I'm being asked what is fair, what I think is fair, I should get 60% and you should share with my dad and Georgiana should get her 2% and move on. This is what would make me happy. Be like, this is fucking fair. This is what I'm working for and this is why I sleep in the airports. This if you ask me, I think I should not have less than 60% and my dad should have, you, my dad and Georgiana should split apart. That's what I think it's fair. Now, how this is going to go, I don't know. But those are either... There are two scenarios that I either compromise on my side and be like, okay, this is where this should work and everybody should have equally and everybody should be happy.

● 55:12

Or, I have to make up my mind if I come and put my feet on the ground and be like, this is what I'm worth. This is what I'm going to get. I'm not talking about salaries. Salaries, fine, everybody get their fucking salaries, get their cost of living, move on no salaries. I'm talking about equity here. I know what I'm working on and I know your technology coming on, but if I stop the claims, this company doesn't exist.

**Scott Jordan** | ● 55:41

No, I understand that.

**Irina Ciochiu** | ● 55:42

So the claims are happening because I run the show on the ground and because I'm everywhere and I hire those people and I manage those people, I stop the claims, no money in the American account, no money in the Romanian account, bye everybody. So I have that key. You have the key of the systems. I have the key of the claims and those two work together.

**Scott Jordan** | ● 56:07

Yeah.

**Irina Ciochiu** | ● 56:07

What I am worth? Now is the question or vs do I want this to be like a peaceful... My dad is pissed, my dad is fucking pissed. So I have to make a way to make him, to be able to do the work that he's doing right now and not affect the whole flow because the work that he's doing, it's also irreplaceable. It's as irreplaceable as the work that Georgiana does and the work that I'm doing as part of...

**Scott Jordan** | ● 56:39

He says that he's working and not getting anything?

**Irina Ciochiu** | ● 56:43

Yeah. And he's seen me stressed and having fights with you, and he saw money missing from the company and calling me stupid and shit like that and not taking legal actions. My dad is pissed, my dad is pissed. He never had a conversation with you, but he is pissed because he see how that's reflecting on me. So, he has been working his whole ass off the whole year despite of the fact that you can't quantify and be like, oh, he worked eight to four on that. And you know he did, and you know he did, and you know he flew to Europe and you know he hired a new account, you know the work he has done.

● 57:20

So it's either making you happy, making you and him happy, because basically it's like you two are pretty similar level of pissed. You and my dad are equally on the same issue that I'm dealing with and now it's me. It's like, well what about me? What about all the work that I feel that I'm working more than anyone else does and I'm getting all the shit and yeah, I have the full responsibility. I'm the CEO, I have to mitigate this and I have to make peace for everybody and make it right for everybody, I'm well aware of that. So now it's like, is my interest vs the company interest on, which I have to figure out. So there are two scenarios over here.

**Scott Jordan** | ● 58:10



Okay.




**Irina Ciochiu** | ● 58:10

That I'm seeing.

**Scott Jordan** | ● 58:20


Okay. I appreciate you telling me that.


**FlightHelp- Tech team**   
Georgiana T, Irina



Sorry wrong groups 12:18 PM

1/8/2024

**Irina Ciochiu**

 **Assignment - Document - Flight Delays...**  
19 KB, Microsoft Word Document

Open Save as...

Good morning. This POA to be used for any route departing or arriving in LTN , gatwick or heathrow except romanian airports ( otp , clj , scv etc - Geo add all of them please ) - IF romanian airport involves either departure or arrival- regular romanian poa should be in place . Geo please coordinate this, test when done and lmk when is done .

11:39 AM

Ok no problem 11:49 AM ✓✓


I can have this done by EoD 11:49 AM ✓✓

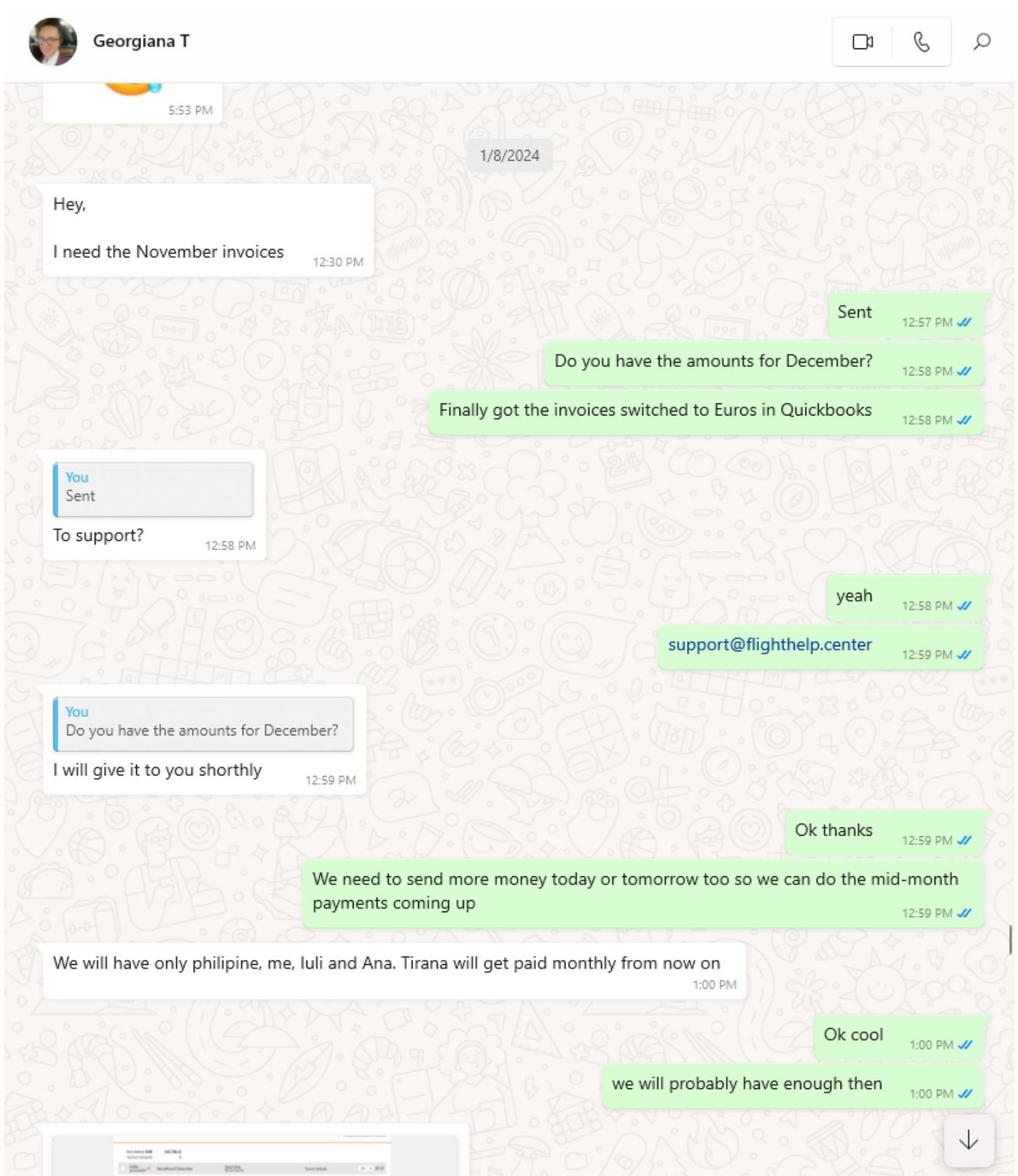
Incorporating this contract this way will require more time. Instead of having an entry for each passenger it forces us to make sure that every passenger be added under one entry and requires that the contract be "dynamic" whereby we'll have to expand it each time a customer is added. That functionality doesn't really exist in our current software. It would be difficult to implement in most systems that depend on templated agreements because it essentially requires creating a new template for each contract with the correct amount of passengers.

5:27 PM ✓✓

**SCHEDULE ONE**  
**ADDITIONAL GROUP MEMBERS**  
**NAME**  
**ADDRESS**  
**TELEPHONE NUMBER**  
**EMAIL ADDRESS**  
**AIRLINE**  
**FLIGHT NUMBER**  
**SCHEDULE TWO**

5:27 PM





FlightHelp- Tech team 🤖🔧  
Georgiana T, Irina

5:53 PM

Ok 5:53 PM ✓✓

Georgiana T  
Thank you! 6:02 PM

1/9/2024

Georgiana T  
Hey @Scott Jordan  
Per Irina's conversation, there is a \$19700 transfer to Spaceship that supposed to be reversed to Chase.  
Please confirm if it was done or when it will be done.  
Thank you! 2:25 PM

It just cleared yesterday. The ACH is already processed again. 2:27 PM ✓✓

1/10/2024

Hi Grancea Cassandra, FlightHelp sent you a document that needs to be signed: <https://flighthelp.eu/e-signature-document/?...> 10:58 AM

Nicu  
Acesta este serviciul de asistență pentru clienți. Cu ce vă putem ajuta? Vă rugăm să trimiteți un mesaj scurt în care să descrieți... 10:57 AM

40758510040  
Hi Marian Stefan, Flighthelp sent you a document that needs to be signed: <https://flighthelp.eu/e-signature-document/?...> 10:54 AM

Manuela Pruteanu  
New Voice 10:53 AM

353852826344  
Hi Radu Arminio, Flighthelp sent you a document that needs to be signed: <https://flighthelp.eu/e-signature-document/?...> 10:52 AM

40767274859  
Hi Tufis Georgeta, Flighthelp sent you a document that needs to be signed: <https://flighthelp.eu/e-signature-document/?...> 10:52 AM

Signature request message flow looks good. We may want to instruct the agents how to follow up if the customers ask questions. Right now the requests aren't being assigned to any agent in particular 11:10 AM

1/11/2024



Georgiana T



Ariper Lenta 400 KON

6:16 PM

For Tirana Airport - are we usually using wise?

6:16 PM

Yes

6:16 PM ✓✓

both wires are submitted

6:18 PM ✓✓

## FATURË

Shërbisi: GESTALT  
 Adresa: Rrësi Bashkëkohë Nr.2, Rruga "Luigj Gurakuqi", Pallat 89, SHKA  
 K.9, Ap.31, Tirane, Albania  
 Numri Unik i Identifikimit: M121140130

Data dhe ora e kshimit të faturës: 2024-01-08 09:06:28.0  
 Numri i Faturës: 1  
 Operatori: sulikour046  
 Kodin e vendit të ushtrimit të veprimtarisë: M121140130  
 Lloji i Faturës: Faturë pa para

Blerësi: FlightHelp LLC  
 Adresa: 30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA  
 Numri Unik i Identifikimit: 001221130



FlightHelp LLC - Sherbim Reklamimi Dhj...  
 60 KB, Adobe Acrobat Document

Open

Save as...

6:18 PM

## FATURË

Shërbisi: GESTALT  
 Adresa: Rrësi Bashkëkohë Nr.2, Rruga "Luigj Gurakuqi", Pallat 89, SHKA  
 K.9, Ap.31, Tirane, Albania  
 Numri Unik i Identifikimit: M121140130

Data dhe ora e kshimit të faturës: 2024-01-08 09:07:28.0  
 Numri i Faturës: 2  
 Operatori: sulikour046  
 Kodin e vendit të ushtrimit të veprimtarisë: M121140130  
 Lloji i Faturës: Faturë pa para

Blerësi: FlightHelp LLC  
 Adresa: 30 N Gould St Ste R, Sheridan, WY, 82801, USA, USA  
 Numri Unik i Identifikimit: 001221130



FlightHelp LLC - Sherbim Promocioni D...  
 60 KB, Adobe Acrobat Document

Open

Save as...

6:19 PM

These two and that's it for today 😊

6:19 PM



## SOFTWARE SERVICES CONTRACT

Concluded and registered under No. 90/10.01.2024

### A. CONTRACTING PARTIES

1.1. **CODE AGILE S.R.L.** Romanian legal entity, with registered office in Brasov, Str. Nicolae Titulescu nr. 2, Jud. Braşov, registered at the Trade Register of Braşov under no. J08/600/2017 CUI RO34038980, with bank account RON: RO07INGB0000999904815283, opened at ING Bank, e-mail address: contact@codegile.com, legally represented by Mr. Octavian-George Cimpu, with the function of Administrator, as **Service Provider**.

and

1.2. **Wynn Capital Management SRL**, a Romanian legal entity, having its registered office at 72A Paringului Street, Craiova, Dolj, registered at the Trade Register under no. J16/2956/2022 CUI RO47078863, legally represented by Irina Ciochiu, acting as CEO, as **Beneficiary**.

### B. TERMS AND DEFINITIONS

1. In this contract the following terms shall be defined and interpreted as follows:

- a) **contract** - this contract and all its annexes;
- b) **Beneficiary and Provider** - the contracting parties, as they are referred to in this contract;
- c) **contract price** - the price payable to the Provider by the Beneficiary under the contract for the full and proper performance of all obligations under the contract for services actually accepted as appropriate by the Beneficiary;
- d) **services** - the totality of the activities to be carried out by the Service Provider and which are the subject of this contract;
- e) **force majeure** - any external, unforeseeable, absolutely invincible and unavoidable event which could not have been foreseen at the time of conclusion of the contract and which makes it impossible to perform and fulfil the contract; such events are considered to be: wars, revolutions, fires, floods or any other natural disasters, restrictions arising from quarantine, embargo, the list is not exhaustive but is intended to be exhaustive. An event such as the above which, without creating an impossibility of performance, makes it extremely costly for one of the parties to perform its obligations, is not considered force majeure;
- f) **additional act** - document by which the terms and conditions of the service contract can be modified;
- g) **general damages** - an amount not expressly provided for in this contract, which is awarded by the court or agreed by the parties as compensation payable to the injured party as a result of the non-performance or improper performance by the other party of its obligations under this contract;

h) **contractual penalty** - the compensation set out in the service contract as payable by one of the contracting parties to the other in the event of non-performance or improper performance of obligations under the contract;

i) **project** - the set of activities in relation to which software services are provided under this contract;

j) **project manager** - the natural or legal person nominated by the Beneficiary, responsible for monitoring the implementation of the contract on behalf and for the account of the Beneficiary;

k) **Confidential Information** - all information, regardless of the form in which it is transmitted or retained (whether verbally, in writing, electronically or visually) and whether prepared by the Recipient or otherwise, which is disclosed to the Provider, whether such information is disclosed intentionally or unintentionally, before or after the conclusion of this Contract, in connection with the Business Purpose and including all strategic and development plans, trade secrets, financial information, business plans, employee identities, data, business records, customer lists, project records, market reports, statistics, current and anticipated research, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theoretical issues (e.g: technical data, software, databases, concepts, ideas, designs, maps, charts, diagrams, blueprints, instructions), trade secrets or other information that is based on, contains, or reflects such Confidential Information, including but not limited to. Also considered Confidential Information is information relating to amounts of money involved in the Business Purpose, including, but not limited to, contractual amounts, wages, bonuses, bonuses.

l) **conflict of interest** - means any event influencing the Provider's ability to express an objective and impartial professional opinion, or which prevents the Provider at any time from giving priority to the Beneficiary's interests, any reason in connection with possible future contracts or in conflict with other past or present commitments of the Provider. These restrictions are also applicable to any sub-contractors, employees and experts acting under the authority and control of the Provider;

m) **personal data** - means any information relating to an identified or identifiable natural person. An identifiable person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

### C. OBJECT OF THE CONTRACT

1. The subject of this contract, in accordance with Regulation (EC) No 213/2008, is the performance by the Provider of the following services on behalf of the Beneficiary:

- **Miscellaneous software and information systems development services (CPV code: 72212900-8);**
- **Programming services (CPV code: 72243000-0)**
- **Software development services (CPV code: 72262000-9)**
- **Software configuration services (CPV code: 72265000-0)**
- **Software application services (CPV code: 72263000-6)**
- **Software support services (CPV code: 72261000-2);**
- **Application software programming services (CPV code: 72212000-4)**

- Presentation software development services (CPV code: 72212316-7)
- Software maintenance and repair services (CPV code: 72267000-4)
- Computer control systems (CPV code: 48151000-1)
- Image processing and archiving system (CPV code: 48329000-0)
- Software packages and information systems (CPV code: 48000000-8)
- Electronic communications software packages (CPV code: 48511000-3);
- Administration software packages (CPV code: 48219300-9)
- Web server software packages (CPV code: 48222000-0)
- Various software packages and computer systems (CPV code: 48900000-7)

2. Requests for changes to the approved solutions and/or requests for additional works by the Beneficiary will be examined by the Service Provider and, if accepted, will be considered as new works to be the subject of additional documents to this contract.

3. The Beneficiary may check at any time during the execution of the works how the Service Provider fulfils the terms of this contract.

4. The provision of services will be carried out by the Provider at the Provider's premises/workplace or at the Beneficiary's premises/workplace, depending on the Beneficiary's requests related to the project.

#### **D. CONTRACT TERM**

1. This Contract shall come into force on the date of its signature by both Parties and shall remain in force for a period of 1 (one) calendar year or until its unilateral termination by the Beneficiary notified to the Provider, whichever occurs first.

2. Upon termination of the contractual relationship, post-contractual relations will be based on the rules of fair competition.

3. If neither party notifies the other party at least 15 calendar days prior to the date of termination of the Contract of its intention not to extend the Contract, then the Contract shall automatically be extended for successive periods equal to the initial period.

#### **E. CONTRACT PRICE**

1. The price of the services rendered is set out in the "Work Plan - Annex" of this Contract and will be calculated in relation to the services rendered, in accordance with the activity reports accepted by the BENEFICIARY. The invoice will be issued in lei at the BNR exchange rate on the date of issue of the invoice.

2. The amount due to the Service Provider shall be paid through the accounts mentioned in the introductory part, on the basis of the documents provided for by law.

3. Payment of the invoice must be made within 15 (fifteen) calendar days from the date of issue.

4. Failure to pay the invoice within 15 (fifteen) calendar days from the date of issue of the invoices shall incur a penalty of 0.5% for each day of delay for the total amount unpaid.

5. If within 30 (thirty) calendar days after the invoices have been issued, the Beneficiary does not pay the total amount of the services and the amount of the related penalties, the Provider has the right to terminate this contract. Any debt not covered by the Beneficiary by that date may be recovered by the Provider in court.

#### **F. OBLIGATIONS OF THE PARTIES**

**1. The service provider undertakes:**

- a) to provide the services within the agreed period(s) and in accordance with the obligations undertaken in this contract;
- b) to install and commission the modules provided for in this contract and in the additional documents to this contract;
- c) to perform the services provided for in the contract with the professionalism and promptness commensurate with the undertaking given and in accordance with its technical proposal;
- d) comply with regulations on working conditions and labour protection and, where applicable, with internationally agreed labour standards;
- e) comply with orders issued by the Project Manager; where the Provider considers that the orders are issued beyond the competence of the Project Manager or are not in accordance with the purpose of the contract, it shall notify the Project Manager within 5 calendar days of receipt of the order. Execution of the order will not be suspended by such notification;
- f) comply with the minimum conditions laid down for the proper execution of each individual work;
- g) in agreement with the Beneficiary to establish and then respect the deadlines for the delivery of the works;
- h) maintain confidentiality, in accordance with the confidentiality clause;
- i) if the Provider is a joint venture consisting of two or more legal persons, all such persons shall be jointly and severally liable for the performance of their obligations under this Contract. The person appointed by the association to act on behalf of or under the contract shall have the authority to represent and contractually bind the association;
- j) any change in the composition of the association without the prior written consent of the Beneficiary shall be considered a breach of this contract.
- k) The contractor is entitled to days off during the performance of the contract with the agreement of the parties and without affecting the fulfilment of the project delivery deadlines.

**2. The Beneficiary's obligations are as follows:**

- a) to pay the price agreed in this contract for the services rendered;
- b) ensure payment for the work carried out by the Service Provider within 30 (thirty) calendar days from the date of receipt of the invoice;
- c) provide the Provider with any facilities and/or data, information, documents which the Provider has requested and which it considers necessary for the performance of the contract and create appropriate working conditions;
- d) promptly make available to the Provider any information and/or documents in its possession which may be relevant to the performance of the contract. These documents shall be returned to the Beneficiary at the end of the contract performance period;
- e) The Beneficiary undertakes to notify the Provider of any reduction in resources referred to in the work plans attached to the contract at least 15 (fifteen) calendar days within the first 2 months of the contract, or 30 (thirty) working days after the initial 2 months, before such change takes place.

## **G. CODE OF CONDUCT**

1. The Provider will always act loyally and impartially and as a trusted advisor to the Beneficiary in accordance with the rules and/or code of conduct of his profession and with the necessary discretion. He shall refrain from making public statements in relation to the project or services provided without the prior approval of the Beneficiary, and from engaging in any activities that conflict with his contractual obligations to the Beneficiary.

2. Payments to the Provider in connection with the Contract shall constitute the only income or benefit which may be derived from this Contract, and neither the Provider nor its employees or contractors, including its management and field employees, shall accept any commission, discount, allowance, kickback or any other form of remuneration in connection with or for the performance of its obligations under the Contract.

3. The Provider shall have no right, directly or indirectly, to any royalty, facility or commission in respect of any patented or proprietary property or process used for the purposes of the Software Services Contract or the Project without the prior written approval of the Recipient.

4. The Service Provider and its staff shall observe professional secrecy during the performance of the Software Services Contract, including during any extension thereof, and after termination of the Software Services Contract. In this regard, unless the prior written consent of the Beneficiary is obtained, the Provider and its personnel, whether employed or contracted by it, including management and field employees, shall never disclose to any other person or entity, any confidential information disclosed to them or of which they have become aware and shall not make public any information relating to recommendations received in the course of or as a result of the performance of the Software Services. Furthermore, the Provider and its staff shall not use to the detriment of the Beneficiary the information provided to them or the result of studies, tests, research carried out in the course of or for the purpose of performing the Software Services Contract.

5. The Provider will make every reasonable effort to maintain continuity of its staff throughout the Project. In the event that any shortage of staff will affect the cost and/or duration of the Project, the Contractor shall be entitled to reduce the Contract Price as circumstances dictate. In the event that the Beneficiary concludes that the personnel made available by the Provider to perform services under the Project are not acceptable, for legitimate, non-discriminatory reasons, following written notification to the Provider by the Beneficiary, the Provider shall effect a change of personnel as soon as possible.

## **H. NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.**

1. The Provider shall treat all information relating to the Beneficiary as Confidential Information, including, but not limited to, information relating to financial, technical, legal, strategic and personal matters of the Beneficiary, which information has come to the knowledge of the Provider as a result of its business relationship with the Beneficiary.

2. The Provider undertakes to preserve and not disclose Confidential Information and to require its representatives who have access to Confidential Information to respect this confidentiality and to assume the obligations set out below. Without limiting the generality of the foregoing, Provider covenants and agrees as follows:

- a) protect and safeguard Confidential Information against unauthorized use, publication, or disclosure;
- b) not use any Confidential Information except for the Business Purpose for which it was disclosed;

- c) not to disclose, report, publish, reveal, transmit or otherwise use, directly or indirectly, in any way, the Confidential Information except as specifically authorized by the Recipient in accordance with this Agreement;
- d) not to use or exploit such Confidential Information for its own benefit or for the benefit of others, or to use any Confidential Information to compete for and gain unfair advantage over the Recipient in any commercial activity contemplated by the parties in connection with the Business Purpose;
- e) restrict access to Confidential Information to its employees, directors and consultants who clearly need such access to achieve the Business Purpose;
- f) take the same care with the Beneficiary's information as it takes with the protection and preservation of its own Confidential Information.

3. The Provider shall instruct its personnel, employees and third parties engaged in its relationship with the Beneficiary and in connection with the services under this Contract to protect Confidential Information.

#### **I. INTELLECTUAL PROPERTY RIGHTS**

1. Any reports and data such as, but not limited to, technical data, software, databases, source code, notes, processes, concepts, ideas, designs, maps, diagrams, sketches, instructions, plans, trade secrets, statistics, current and anticipated research, development plans, calculations and supporting records or materials purchased, compiled or developed by the Provider or its personnel employed or contracted in the performance of this Contract shall become the sole property of the Grantee unless otherwise provided. Upon termination of this Contract, the Provider shall return all such documents and data to the Beneficiary. The Provider shall not keep copies of such documents or data and shall not use them for purposes unrelated to this Contract without the prior written consent of the Beneficiary.

2. The Provider shall not publish articles relating to the Software Services, shall not refer to the Software Services in the course of performing other services for third parties and shall not disclose any information provided by the Beneficiary without the Beneficiary's prior written consent.

3. Any results or rights, including copyrights or other intellectual or industrial property rights, acquired in the performance of this contract shall be the exclusive property of the Beneficiary, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where such intellectual or industrial property rights already exist.

4. The parties agree and declare that the Confidential Information is and remains the exclusive property of the Recipient and its affiliates. The parties agree and declare that all patents, copyrights, trademark rights and any other intellectual and/or industrial property rights, including know-how in relation to the Confidential Information are and remain the property of the Recipient. The Beneficiary does not transfer or grant to the Provider any such ownership or right of use, explicitly or implicitly.

#### **J. EXCEPTIONS.**

1. The parties agree that the provisions of paragraph H. shall not apply and the Provider shall not be bound by any of the above obligations in the following circumstances:

- a) the information was public domain information prior to the conclusion of this contract;

b) the information has been disclosed to a third party with the prior written consent of the Beneficiary.

#### **K. TRANSFER OF RIGHTS AND OBLIGATIONS**

1. The Provider may not assign its rights under this contract to a third party without the prior written consent of the Beneficiary.

#### **L. REQUIRED DISCLOSURE**

1. If the Provider is required by law or by an order of a public authority to disclose any Confidential Information, the Provider shall immediately notify the Recipient of any such request or obligation before disclosing the information so that the Recipient may identify appropriate remedies and/or waive compliance with the terms of this Agreement. If no appropriate remedy is identified or the Recipient waives compliance with the terms of this Agreement, Provider may provide only that portion of the Confidential Information that it reasonably determines is closely related to the purpose and area specified in the subpoena or request, after obtaining the opinion of its consultants, and is obligated to take all steps necessary to ensure that such Confidential Information will be treated appropriately.

#### **M. RETURN OF CONFIDENTIAL INFORMATION**

1. The Service Provider undertakes that upon termination of this Agreement, it shall promptly return to the Recipient all records, notes, and other written, printed, or other materials of any other nature in the possession and/or control of the Service Provider and/or the Service Provider's representatives which form or relate to the Confidential Information (and all copies and reproductions thereof).

#### **N. PROTECTION OF PERSONAL DATA**

1. The parties are aware that on 25 May 2018, Regulation No 679 of 27 April 2016 of the European Parliament and of the Council of the European Union on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (known as the General Data Protection Regulation) entered into force and are making all reasonable efforts to ensure that they comply with the provisions of the Regulation.

2. When processing personal data in connection with this Agreement, each Party undertakes to comply with applicable personal data protection legislation, including, but not limited to, the provisions of the Regulation, implementing legislation and decisions that the supervisory authority in Romania (ANSPDCP) may issue from time to time in connection therewith.

#### **O. NON-COMPETE CLAUSE**

1. The Provider undertakes to respect the Beneficiary's intellectual property rights over the know-how and not to use it for its own benefit and/or not to transfer it to third parties, not to conclude a similar contract with a third party with which the Beneficiary is in competition and to respect the rules of fair competition. The Provider agrees that for a period of 2 (two) years from the date of termination of this contract, it will not contact employees, agents, subcontractors,

the Beneficiary's consultants or clients, in order to solicit them, or to entice or induce them to terminate a contractual relationship with the Beneficiary and/or to enter into a contractual relationship with the Provider or in the interests of third parties.

2. During the performance of this contract and for a period of two (2) years from the date of termination of this contract, the Beneficiary undertakes:

- a. not contact, directly or indirectly, for its own benefit or for third parties, employees, contractors or any other third party company, as listed in the Work Plans - attached files, affiliated with the Provider ("Affiliates") for the purpose of establishing a contractual relationship with the Affiliates to perform activities similar to or competing with those of the Recipient.
- b. not to engage, directly or indirectly, for its own benefit or for third parties, in any form of cooperation with the Provider's Affiliates, in any form of cooperation (self-employment, permanent employment or through other undertakings) using the relationships it has established with them during the performance of this Contract, for the purpose of carrying out activities similar to or competing with those of the Beneficiary.

2.1. For the purposes of this clause, all natural or legal persons who, at any time during the period of performance of this Contract, are or become employees, contractors, customers and/or business partners of the Provider shall be deemed to be Affiliates.

2.2. In the event of non-compliance with this provision, the Provider shall have the right to claim, and the Beneficiary agrees to pay to the Provider, damages in the amount of USD 100,000 (one hundred thousand) per person contacted. According to this agreement, the non-compete clause is valid worldwide. For purposes of this clause, the term "worldwide" means that the location, domicile or registered office of the Affiliate that may be contacted by the Recipient in breach of the non-compete is irrelevant to the enforceability of this clause.

#### **P. REPAYMENTS**

1. The Provider shall not be liable for any actions, claims, losses and damages occasioned by:
  - a) The Beneficiary's failure to take note of any recommendation or disregard of any act, decision or recommendation of the Provider;
  - b) Requesting the Beneficiary to implement a decision or recommendation with which the Provider disagrees or about which it expresses serious reservations;
  - c) Improper execution of the Contractor's instructions by agents, employees or independent consultants of the Beneficiary, provided that such improper execution is not the result of express instructions from the Beneficiary, in which case the provisions of subparagraph a) shall apply.

#### **Q. MAJOR FORCE**

1. Neither of the contracting parties shall be liable for failure to perform on time or/and improper performance - in whole or in part - of any obligation incumbent upon it under this contract, if the failure to perform or/and improper performance of that obligation was caused by force majeure as defined by law.

2. The Party invoking force majeure is obliged to notify the other Party within 7 (seven) calendar days of the occurrence of the event and to take all possible measures to limit its consequences.

3. If within 7 (seven) calendar days of the occurrence of the event in question the event does not cease, the parties shall be entitled to give notice of termination of this contract without any claim for damages.

## **R. TERMINATION OF CONTRACT**

1. This contract shall terminate by operation of law, without the intervention of a court, if one of the parties:

- a) within 30 calendar days of the date of receipt of the notification informing him that he has failed to fulfil, or is failing to fulfil properly, any of his obligations, he fails to take action;
- b) is declared unable to pay or has been declared bankrupt before the commencement of the performance of the terms of this contract;
- c) assigns its rights and obligations under this contract without the consent of the other party.

2. The contract may also be terminated if both parties so agree as well as for any other cause provided by law.

3. The Provider may unilaterally terminate this Contract by giving written notice to the Beneficiary at least 20 (twenty) working days before the date on which termination is to take effect.

4. Termination of this contract shall have no effect on obligations already due between the contracting parties.

5. The provisions of this Chapter shall not preclude the liability of the party who culpably caused the termination of the contract.

## **S. DISPUTE RESOLUTION**

1. The parties have agreed that all disagreements concerning the validity of this contract or arising from its interpretation, performance or termination shall be settled amicably by their representatives.

2. If any disputes cannot be resolved amicably, the parties will go to court.

## **T. APPLICABLE LAW.**

1. This Agreement shall be governed by and construed in accordance with Romanian law. Any disputes arising in connection with the performance hereof, including those relating to the interpretation and termination of this Contract, shall be settled amicably, failing which they shall be referred to the competent courts at the Beneficiary's place of business.

## **U. HIGH CLAUDE**

1. This contract may only be amended/complemented by an additional act concluded by agreement of the parties in writing.

1. This contract represents the will of the parties and supersedes any other oral agreement between them, whether prior or subsequent to its conclusion.

2. The failure of the parties to insist upon the exact and faithful performance of this contract or to exercise any of their options under this contract shall not be deemed to be a waiver by the party concerned of its rights under the terms of this contract.

3. In the event that any clause or part of this contract is declared invalid, the remaining valid clauses shall continue to have effect, the parties agreeing and accepting that in such cases they may in good faith negotiate a new clause in accordance with the purpose originally intended by the parties.

4. The headings of the above paragraphs have no legal effect, their sole purpose being to systematise the provisions of this contract.

5. Any notice or communication in connection with the performance of this Contract shall be deemed valid and effective only when given by one contracting party to the other in writing by registered letter with acknowledgement of receipt or by electronic mail to the addresses in the preamble to the Contract and shall be deemed to have been given on the date of receipt.

6. This contract has been concluded in 4 (four) copies, three copies for the Beneficiary and one copy for the Provider.

**BENEFIT,**

**Wynn Capital Management SRL**

Legal representative,

Irina Ciochiu

---

**PROVIDER,**

**CODE AGILE S.R.L.**

Legal representative,

**Cimpu Octavian-George**



---

Plan de lucru - Anexa nr. 01 din 10.01.2024  
la CONTRACTUL DE PRESTARE DE SERVICII  
nr. 90 din 10.01.2024

	Data: 10.01.2024	Pag. Nr. 1
Prestator	Beneficiar	
CODE AGILE SRL	Wynn Capital Management SRL	
Str. Nicolae Titulescu 2, Brasov, Romania	Str Paringului nr 72A Craiova, Dolj, Romania	
Cod Unic de Inregistrare: RO34038980 Nr. de ordine in Registrul Comertului: J08/600/2017	Cod Unic de Inregistrare: RO47078863 Nr. de ordine in Registrul Comertului: J16/2956/2022	
IBAN: RO07INGB0000999904815283	IBAN: RO35INGB0000999913038730	
Nr. Telefon: +40733912133	Nr. Telefon: +14242981473	
Persoana autorizata: Cimpu Octavian-George octavian.cimpu@codegile.com	Persoana autorizata: Irina Ciochiu Irina@flighthelp.eu	
Obiectul contractului: Prestarea de servicii de dezvoltare soft	Durata contractuala 1 (unu) an - Prelungire automată conform	

Se solicita prestarea de servicii în funcție de obiectul și termenii de mai sus în conformitate cu termenii și condițiile care fac parte integrantă din prezentul plan de lucru și din contractul-cadru.

Condiții contractuale:

SERVICIU	DETALII	TARIF / LUNA	TARIF / SAPTAMANA	TARIF / ORA
1.1. Dezvoltare Soft - Senior - Full stack (BE+WEB)	Full-Time	7200€ (+TVA)	1800€ (+TVA)	n/a
1.2. Dezvoltare Soft - Junior - Full stack (BE+WEB)	Full-Time	3800€ (+TVA)	950€ (+TVA)	n/a
1.3. Dezvoltare Soft - Senior - Full stack (BE+WEB)	On-Demand	n/a	n/a	65€ (+TVA)

Tarifele de mai sus nu conțin T.V.A.

*Afilii:* (cu privire la articolul O, punctul 2.2 din contract, enumerăm prin prezenta numele afiliaților în corelație cu caracterul executoriu și aplicarea clauzei de neconcurență.)

• Madalin Huzum; Beatrice Bartos;

- Prestatorul garantează o medie de 144h lucrate lunar în baza unui raport de execuție pentru serviciile full-time menționate mai sus. (1.1 și 1.2)

Prin semnarea acestui plan de lucru sunteți de acord cu condițiile generale ale S.C. Code Agile SRL specificate în prezentul plan de lucru.

Din partea Beneficiarului:  
10 Ianuarie 2024

Din partea Prestatorului:  
10 Ianuarie 2024





Georgiana T



Thank you!

6:47 PM



1/12/2024

Hey Geo, how are things going today?

5:46 PM ✓

Lean Geeks LLC  
5304765  
info@null.squad.com  
+1745520970

25 Main Street  
Yerevan, Yerevan 0502  
Armenia

Flighting LLC  
0010  
30 N Gould St,  
Suite R  
Shekela, NY 02801  
United States

Invoice Number: 0199  
Invoice Date: 13/Jan/2024  
Invoice Total: \$20,000.00  
Balance Due: \$20,000.00

Item	Description	Unit Cost	Quantity	Line Total
Remaining for previously provided services	The amount remaining, as for 2023-12-24	\$1.00	6,014.09	\$6,014.09
QA Services	Software Quality Assurance Services, 2023-12-25 to 2024-01-07	\$20.00	11.34	\$200.15
Engineering management	Engineering management, 2023-12-25 to 2024-01-07	\$143.80	49	\$7,007.80
WordPress Developer Services	WordPress Developer Services, 2023-12-25 to 2024-01-07	\$31.44	78.14	\$2,064.40



Lean Geeks to Fight Help Invoice 0199....  
71 KB, Adobe Acrobat Document

Open

Save as...

Here's the invoice from Anton btw. It's for the last  
5+ weeks of work.

5:48 PM ✓

Hey,  
Crazy as always. A lot of papers 🤔

6:01 PM

Are we paying Anton from ING? Not from Chase?

6:01 PM

We have to have a \$35,000 minimum balance in Chase to get free incoming wires. So I  
need to invoice ING to maintain our balance requirements

6:06 PM ✓



Chase Performance Business Checking® | Chase for Business |...

Chase Performance Business Checking is designed for businesses with up to 250  
transactions per month, unlimited electronic deposits and free incoming wires.

www.chase.com

<https://www.chase.com/business/banking/checking/performance-business-checking>

6:06 PM ✓

Otherwise if I pay from Chase for this and the upcoming transactions we'll dip  
into customer funds

6:07 PM ✓

I don't want a repeat of what happened with ING and we need to process  
these payments ASAP


6:07 PM ✓

for the passengers that is




6:07 PM ✓



Exhibit 300

**FlightHelp- Tech team** 🧑‍💻🔧

Georgiana T, Irina



Thank you! will let you know if I need something else

10:07 AM

1/17/2024

no problem


10:07 AM

@Irina Ciochiu why have you instructed the agents to stop updating tickets on the CRM? That guarantees that none of the automations will be triggered.

11:12 AM

And we need to have a meeting with Anne to complete some of our tasks

11:13 AM

**Irina Ciochiu**

It's a least priority for now compared with what team is working on. They have to issue 9000 manual invoices by friday and the team flagged the crm task is to be performed once the priority task is finished. Not even the vital inbox was cleared yet due to the need to get the other task done.

11:15 AM

Ok that's fine but no passengers will be getting updates since the statues aren't being changed. The only update they'll get is the time based automation that tells them that nothing has happened on their claim yet and to be patient

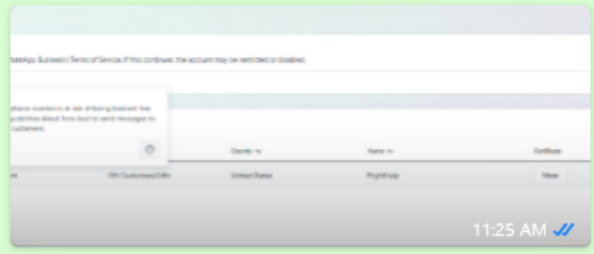
11:16 AM

So the customers will assume nothing is happening until we start updating it. Just want to be clear about that

11:17 AM

Also, I got a message from WhatsApp, some people are reporting our automated messages (signature requests) as spam and we've been flagged

11:25 AM



11:25 AM


I'm reaching out to their support to see what we need to do so we don't get banned


11:25 AM

They approved all of the message templates before we send them out so I'm not sure how/why they think we're spamming people

11:26 AM

1/19/2024

**Georgiana T**







Exhibit 301

 Lina Silva  
lina@wandr.studio

Reply

Reply All

Forward

Archive

Junk

Delete

More

To irina@flighthelp.eu <irina@flighthelp.eu>

1/22/2024, 2:20 PM

Scoping Proposal

Hello Irina,

I'm attaching the Scoping proposal for the Audit and the Website redesign.

Let me know if you need anything else from our end.

Thanks!

--

**Lina**  
CHIEF OPERATING  
OFFICER

[See our latest work](#)

1150 S Olive St, 10th Floor  
Los Angeles, CA 90015

Ranked #1 UX  
Agency in LA



# FlightHelp Scoping Doc

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Created by Lina Silva (COO) – January 19, 2024



# Comprehensive Audit

The Comprehensive Audit is a framework to assess and identify where your product may be having friction in converting, engaging or retaining users.

Below outlines what to expect in this engagement:

## 1) ANALYTICS

The purpose of the analytics is to see on a macro-view how your users are interacting with your product. We will either review current analytics or set up new analytics tool\* to identify patterns and user behaviors that may be causing issues in your UX.

*\*Additional costs may apply for setting up new analytics tools if the client does not already have data collected.*

## 2) USER INTERVIEWS

In this phase, we will identify, recruit and interview users that are within your target persona. Through our interviews, we want to understand their needs, behaviors and attitudes to draw conclusions to “why” they interact with your product in a certain way. We will interview up to 5 users in the target persona.

## 3) HEURISTIC EVALUATION

Heuristic Evaluation is a process where experts walkthrough your product to measure the usability of the interface. In our case, we will conduct a review on your

user flow using Nielson Norman's 10 Usability Heuristics. This will identify problems that we see from a UX expert point of view.

#### **4) COMPETITOR RESEARCH**

We will conduct secondary research to understand what your competitors are doing better in terms of usability. Please note that this is not a deep competitive analysis, but rather research to further highlight areas of improvement.

#### **5) SCREEN MARKUPS**

To further highlight areas of improvements, we may include screen markups that highlight faulty UX. This means that we'll take screenshots of your product and mark up specific visual elements that are causing friction in the UX.

#### **5) RECOMMENDATIONS**

Based on what we learn from our research and expert reviews, we will provide a detailed report of recommendations that can be implemented by your team or an external team.

#### **6) SPRINT SCHEDULE**

Lastly, we will provide a sprint schedule for implementation of our recommendations. This includes the timeline of when meetings, check-ins and deliverables will occur.

# Design Sprints

## Phase 1: Foundations

*Timeline: 1 Week*

- Internal Kickoff
- Stakeholder Surveys to align on vision & goals
- Kickoff Preparation
- Meet & Greet (1.5hrs)
  - Review final scope of the project and review stakeholder goals
- Kickoff Workshop (3-4hrs)
- Create Discussion Guides (1 day)
  - Define users to be interviewed and create questionnaire

*Deliverables:*

- Discovery Report

## Phase III: Design

*3-5 Weeks*

- Microframe (1-2 days)
  - Fast foundational skeleton to add to user flows, to start the lo-fi stage
- Lo-Fidelity (3-5 days)
- Brand Alignment Workshop (2-3 hrs)
- Visual Mocks (2-3 days)
- Mid-fidelity (3-5 days)
- Prototype (2-3 days)
- User Testing (2-3 days)
- Design System (built throughout)

# Delivery Format of Assets

Final delivery format:

- Figma Clickable Prototype
- User Testing Report
- Design System
- Insights Report (from data collected from the analytics set up in Week 1)

## Investment

Your total investment for this project is \$100,000 which includes the incentives for the number of user interviews listed above. Additional interviews and tests will be conducted at an additional service cost. This does not include costs for analytics tools nor for additional setup time costs.



202460715364



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF ORGANIZATION**  
**CA LIMITED LIABILITY COMPANY**  
 California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 202460715364

Date Filed: 1/26/2024

Limited Liability Company Name	Flight Help Management LLC
Initial Street Address of Principal Office of LLC Principal Address	8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069
Initial Mailing Address of LLC Mailing Address	8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069
Attention	
Agent for Service of Process California Registered Corporate Agent (1505)	UNITED STATES CORPORATION AGENTS, INC. Registered Corporate 1505 Agent
Purpose Statement	The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
Management Structure The LLC will be managed by	All LLC Member(s)
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.	
Electronic Signature	
<input checked="" type="checkbox"/> By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.	
<u>Ciochiu Ioana Irina</u> Organizer Signature	<u>01/26/2024</u> Date

## Exhibit 308

Detail

\*Indicates posting date

Payments

Amount

01/19/24\*

ONLINE PAYMENT - THANK YOU

-\$3,284.51

02/04/24\*

ONLINE PAYMENT - THANK YOU

-\$400.00

New Charges

Summary

Pay In Full

Pay Over Time ⬇

Total

Total New Charges

\$0.00

\$2,812.68

\$2,812.68

Detail

⬇ - denotes Pay Over Time activity

HOWARD S JORDAN

Card Ending 7-41003

Foreign Spend

Amount

01/17/24

CLOUDFLARE  
+18889935273

SAN FRANCISCO

CA

\$5.00 ⬇

01/23/24

BT\*PIRATE SHIP \* POSTAGE  
1000239237237 28226

JACKSON

WY

\$10.06 ⬇

01/23/24

BT\*PIRATE SHIP \* POSTAGE  
1000239239184 28226

JACKSON

WY

\$26.74 ⬇

01/26/24

HETZNER ONLINE GMBH  
MISC/SPECIALTY RETAIL

GUNZENHAUSEN

DE

471.39  
European Union  
Euro

\$514.00 ⬇

01/26/24

GOOGLE\*ADS5958105341 GOOGLE INC  
ADVERTISING SERVICE

CC GOOGLE.COM

\$500.00 ⬇

01/28/24

FRESHWORKS INC  
8668323090

SAN MATEO

CA

\$248.50 ⬇

Continued on reverse

Continued on reverse

HOWARD S JORDAN

Account Ending 7-41003

p. 4/8

Detail Continued <small>♦ - denotes Pay Over Time activity</small>				
			Foreign Spend	Amount
02/01/24	UPS 1743662078 502 485 2222 DATE 02/01/24 TRK 1743662078 FROM 28226 TO 28226 US	LOUISVILLE	KY	\$141.34 ♦
02/01/24	GOOGLE *ADS5958105341 ADVERTISING SERVICE	CC@GOOGLE.COM	CA	\$338.64 ♦
02/01/24	GOOGLE*GSUITE FLIGHTHELP.WORK GOOGLE C BUSINESS SERVICE	CC GOOGLE.COM	IR	\$599.21 ♦
02/03/24	NEW RELIC SOFTWARE SUB	(888)643-8776	CA	\$66.81 ♦
02/05/24	HETZNER ONLINE GMBH MISC/SPECIALTY RETAIL	GUNZENHAUSEN	DE 148.97 European Union Euro	\$162.38 ♦
02/13/24	MAILCHIMP LLC LARGE DIGITAL GOODS MERCH	ATLANTA	GA	\$200.00 ♦
Fees				

## Exhibit 309

CHASE

for BUSINESS™

W

4

W

Open an account

Sign out

Accounts

Pay & transfer

Collect & deposit

Investments

Account management

Security

EED:240207 IND ID:TN: 1196945 IND NAME:(644) 771-8229 TRN: 03886800591C

Feb 5, 2024

ORIG CO NAME:AMERICAN EXPRESS ORIG ID:2005032111 DESC DATE:240205 CO ENTRY DESCR:ACH PMT SEC:CCD  
TRACE#:021000023671665 EED:240205 IND ID:W4446 IND NAME:HOWARD JORDAN ER AM TRN: 0363671665TC

ACH debit

-\$400.00

\$1,071.95

Payment to Chase card ending in 5569 02/05

Loan payment

-\$400.00

\$1,471.95

FOREIGN EXCHANGE DEBIT A/C: FOREIGN CUR BUS ACCT BK 1 COLUMBUS NEWARK DE 197132107 US ORG: 00000000932196956  
FLIGHTHELP LLC BEN:/AL9120211240000000031082037 NATASHA HYSEN KUTA REF: PYMT REASON:PURCHASE OF GOODS AND  
SERVICES/OCMT/EUR600,00/EXCH/0.8998/CNTR/45055781/ TRN: 3836200036RE 02/05

Outgoing wire transfer

-\$666.81

\$1,871.95

FOREIGN EXCHANGE DEBIT A/C: FOREIGN CUR BUS ACCT BK 1 COLUMBUS NEWARK DE 197132107 US ORG: 00000000932196956  
FLIGHTHELP LLC BEN:/AL37206110110000110324504101 DELFINO ALBANIA REF: PYMT REASON:PURCHASE OF GOODS AND  
SERVICES/OCMT/EUR825,00/EXCH/0.8998/CNTR/43282425/ TRN: 3954400036RE 02/05

Outgoing wire transfer

-\$916.87

\$2,538.76

FOREIGN EXCHANGE DEBIT A/C: FOREIGN CUR BUS ACCT BK 1 COLUMBUS NEWARK DE 197132107 US ORG: 00000000932196956  
FLIGHTHELP LLC BEN:/AL7820511289007312CLPRCFEURE GESTALT REF: RECLAM PYMT REASON:PURCHASE OF GOODS AND  
SERVICES/OCMT/EUR1305,00/EXCH/0.8998/CNTR/12788708/ TRN: 3835800036RE 02/05

Outgoing wire transfer

-\$1,450.32

\$3,455.63

FOREIGN EXCHANGE DEBIT A/C: FOREIGN CUR BUS ACCT BK 1 COLUMBUS NEWARK DE 197132107 US ORG: 00000000932196956  
FLIGHTHELP LLC BEN:/AL7820511289007312CLPRCFEURE GESTALT REF: FLIGHTHELP PYMT REASON:PURCHASE OF GOODS AND  
SERVICES/OCMT/EUR7465,00/EXCH/0.9020/CNTR/35472722/ TRN: 4122700036RE 02/05

Outgoing wire transfer

-\$8,276.05

\$4,905.95



6101346



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**ARTICLES OF INCORPORATION**  
**CA GENERAL STOCK CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: 6101346

Date Filed: 2/14/2024

Corporation Name	Corporation Name	International Flight Help Management, INC
Initial Street Address of Principal Office of Corporation	Principal Address	8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069
Initial Mailing Address of Corporation	Mailing Address	8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069
	Attention	
Agent for Service of Process	Agent Name	Ioana Irina Ciochiu
	Agent Address	8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069
Shares	The total number of shares the corporation is authorized to issue is: 100	
	Does the corporation have more than one class or series of shares? No	
Purpose Statement	The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.	
Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.		
Electronic Signature	<input checked="" type="checkbox"/> By checking this box, I acknowledge that I am electronically signing this document as the incorporator of the Corporation and that all information is true and correct.	
	Ioana Irina Ciochiu	02/14/2024
	Incorporator Signature	Date

Hi Rovena,

We have not formally met. My name is Howard "Scott" Jordan. I apologize if this email comes as a surprise. I am the managing partner of FlightHelp LLC and I'm currently involved in litigation in the United States against my business partner Irina Ciochiu.

I'm writing you because it has come to my attention that FlightHelp LLC's contract with Gestalt SHPK for rent and promotional activities in the Tirana airport ran from October 1st, 2023 to September 30th, 2024. Could you confirm if this contract is still active, and if so, if FlightHelp LLC owes you money for rent? For your verification I've attached the agreement as well as the January invoices and corresponding transaction records that we paid from our Wise bank account in the United States.

For your own verification purposes. I've also attached our state government documentation, namely, the articles of organization for FlightHelp LLC, which bear my name. You can verify the details of this document here:  
<https://wyobiz.wyo.gov/Business/FilingDetails.aspx?eFNum=130125057235116014146170180235109209126159127075>

Lastly, if our contract is no longer active, I would greatly appreciate knowing if Irina canceled the contract and replaced it with one between Gestalt and International Flight Help Management INC of 8605 SANTA MONICA BLVD #296532 WEST HOLLYWOOD, CA 90069?

I have no legal issue with Gestalt. I simply want to confirm the current status of our contract, if we owe any payments, and if the contract was terminated, the details surrounding that event.

Thank you so much for your assistance. If you would like to discuss you can reach me via WhatsApp on my personal number at +1-704-408-1330.

Have a great day.

Best,

Scott Jordan  
Managing Partner - FlightHelp LLC