

1 NEAL S. SALISIAN, SBN 240277  
neal.salisian@salisianlee.com  
2 MARIUS MATEESCU, SBN 339704  
marius.mateescu@salisianlee.com  
3 **SALISIAN | LEE LLP**  
550 South Hope Street, Suite 750  
4 Los Angeles, California 90071-2627  
Telephone: (213) 622-9100  
5 Facsimile: (800) 622-9145

6 Attorneys for Plaintiffs  
HOWARD SCOTT JORDAN II and  
7 FLIGHTHELP LLC

8  
9 SSUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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

14 Plaintiffs,

15 vs.

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

21 Defendants.

Case No. 24STCV05772

[Assigned to the Hon. Kerry Bensinger, Dept.  
30]

**FIRST AMENDED COMPLAINT FOR:**

1. **FRAUD;**
2. **BREACH OF FIDUCIARY DUTY;**
3. **CONVERSION;**
4. **BREACH OF PARTNERSHIP AGREEMENT;**
5. **UNFAIR COMPETITION;**
6. **VIOLATIONS OF BUS. & PROF. CODE § 17200, ET SEQ.;**
7. **PARTNERSHIP DISSOLUTION (CORP. CODE § 16801);**
8. **VIOLATIONS OF PENAL CODE § 496;**
9. **ACCOUNTING;**
10. **BREACH OF CONTRACT;**
11. **BREACH OF OPERATING AGREEMENT;**
12. **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;**
13. **SPECIFIC PERFORMANCE;**
14. **VIOLATIONS OF CIVIL CODE § 3344;**
15. **MISAPPROPRIATION OF NAME, IMAGE, OR LIKENESS; AND**
16. **QUANTUM MERUIT**

1 Plaintiffs Howard Scott Jordan II and Flighthelp LLC hereby allege the following against  
2 defendants Irina Ioana Ciochiu, Ion Theodor Ciochiu, Wynn Capital Management SRL, and Does  
3 1-20 (collectively, “Defendants”):

4 **INTRODUCTION**

5 1. This action arises out of Defendants’ unlawful scheme to exploit Mr. Jordan’s skill  
6 and steal his capital for their personal benefit.

7 2. Defendants, knowing Mr. Jordan has extensive knowledge in developing  
8 intellectual property for enterprises to scale their revenues, approached Mr. Jordan in November  
9 2022, seeking to induce him to invest in a foreign Romanian enterprise needing that expertise.  
10 By way of fraudulent statements, they induced Mr. Jordan to invest over \$93,000 in the enterprise  
11 in exchange for a partnership interest in it. Defendants needed Mr. Jordan’s capital as well as  
12 coding and marketing expertise, so they made him a partner in the enterprise. Mr. Jordan toiled  
13 for a year for defendants and the Partnership, including during his child’s birth, resulting in  
14 intellectual property that allowed the enterprise to make over \$22,000,000 in revenue and  
15 accounts receivable in 2023.

16 3. After the fruits of Mr. Jordan’s development efforts proved bountiful, Defendants,  
17 consumed by their avarice, embarked on a conspiracy to freeze out and sever Mr. Jordan from the  
18 Partnership so he receives nothing. Now, Defendants are actively attempting to divert the monies  
19 the enterprise has received into their own hands—to the apparent detriment of the consumers of  
20 the enterprise’s services, who have complained in public news outlets that they have not received  
21 monies they are owed from Defendants, just like Mr. Jordan.

22 4. Mr. Jordan brings this action for legal and equitable relief arising out of  
23 Defendants’ extrajudicial, retaliatory, and improper removal of him as a partner in the enterprise  
24 and their use of the enterprise as a fraudulent means to benefit themselves, to both stop harm  
25 caused to himself as well as the enterprise’s consumers—all of which has been inflicted by  
26 Defendants’ unlawful conduct motivated by their callous greed.

27 //

28 //

1 **THE PARTIES**

2 5. Plaintiff Howard Scott Jordan II (“Jordan”), is, and at all times mentioned was, an  
3 individual residing in the County of Mecklenburg, State of North Carolina.

4 6. Plaintiff Flighthelp LLC (“Flighthelp”) is, and at all times mentioned was, a  
5 Wyoming limited liability company with its principal place of business in the County of  
6 Mecklenburg, State of North Carolina. Flighthelp was created and/or operated as a convenient  
7 method of carrying out the partnership and agreements related to the business enterprise described  
8 in this Complaint, as evidenced by its operating agreement indicating that its members (Jordan  
9 and defendant Irina Ioana Ciochiu) were “partners,” who would share in the profits and losses of  
10 the “business” of “owning and consolidating revenue and accounts receivable from” foreign  
11 enterprises engaged in certain services, including defendant Wynn Capital Management SRL.  
12 Jordan is Flighthelp’s managing member with managerial authority to direct its operations.  
13 Flighthelp’s Operating Agreement and Articles of Organization are attached as **Exhibit A** and  
14 **Exhibit B**, respectively.

15 7. Jordan and Flighthelp are collectively referred to as “Plaintiffs.”

16 8. Upon information and belief, defendant Irina Ioana Ciochiu (“Irina”) is, and at all  
17 times mentioned was, an individual residing in the County of Los Angeles, State of California.

18 9. Upon information and belief, defendant Ion Theodor Ciochiu (“Ion”) is, and at all  
19 times mentioned was, an individual residing in the County of Los Angeles, State of California.

20 10. Upon information and belief, defendant Wynn Capital Management SRL  
21 (“Wynn”) is, and at all times mentioned was, a Romanian limited liability company, doing  
22 business internationally, nationally, and in the County of Los Angeles, State of California.  
23 Although formed in Romania, Wynn’s “nerve center” is in Los Angeles. Wynn filed documents  
24 with the California Secretary of State in April 2024 corroborating this reality. Per those  
25 documents, Wynn maintains its records, agent for service of process, and principal place of  
26 business and mailing address in Los Angeles County, State of California. Wynn has a constant  
27 presence in California by way of its general agent and Chief Executive Officer Irina, who directs  
28

1 Wynn's operations from Los Angeles, California. Irina has directed Wynn's operations out of  
2 Los Angeles since November 2022.

3 11. Defendants DOES 3 through 20, inclusive, are persons or entities whose acts,  
4 activities, misconduct, or omissions at all times material make them jointly and severally liable  
5 under the causes of action set forth below. The true names and capacities of the DOE defendants  
6 are presently unknown, but, when ascertained, Plaintiffs will amend the operative pleading to  
7 substitute their true names and capacities.

8 12. Irina, Ion, and Wynn are collectively referred to as Defendants.

9 13. Upon information and belief, Defendants are the alter egos of each other, and vice  
10 versa, and there exists, and at all relevant times there existed, a unity of interest, ownership, and  
11 control among Defendants, such that any individuality and separateness among them has ceased  
12 to exist, and, thus, they are alter egos and mere conduits of each other, and one or more  
13 Defendants' business is nothing more than a shell, instrumentality, or conduit through which the  
14 remaining Defendants carry on their business. On information and belief, Defendants commingle  
15 their assets, disregard corporate formalities, and use the corporate form to engage in fraud and  
16 perpetrate injustices on consumers and Plaintiffs.

17 14. Upon information and belief, at all times mentioned, each of the Defendants was  
18 the agent, servant, joint venture, co-conspirator, and/or employee of some or all of the remaining  
19 Defendants, and in doing the things alleged, was acting within the course and scope of that  
20 relationship, and with the full permission and consent of such Defendants. Plaintiffs are informed  
21 and believe, and so allege, that Defendants ratified, approved, and adopted as his/her/its own  
22 some or all of the acts of the other Defendants. Plaintiffs are informed and believe, and so allege,  
23 that each of the Defendants materially aided in some or all of the unlawful conduct of the other  
24 Defendants.

### 25 **JURISDICTION AND VENUE**

26 15. As to Irina, the Court has general jurisdiction over her because she is a resident of  
27 Beverly Hills, Los Angeles, California.



1           23.     Wynn is a Romanian entity that is engaged in the business of making claims on  
2 airport consumers’ behalf in connection with flight delays and other issues stemming from airline  
3 travel. [*Id.*, ¶3-13.] Specifically, the business is to solicit consumers in airports, by way of  
4 intellectual property developed by Jordan, to make claims on their behalf, predominantly for  
5 certain violations of European Union regulations. Wynn’s employees direct consumers to sign  
6 powers of attorney allowing Wynn to submit the claims for violations of regulations on  
7 consumers’ behalf, and Jordan’s development efforts allowed this process to occur electronically  
8 without delay. After the claims are verified by the airlines, funds are generally received within 90  
9 days. These funds should then be transferred to consumers, with Wynn retaining a portion for its  
10 services in enabling the entire process.

11           24.     Irina and third-party Georgiana Tesileanu (“Geo”) hold a power of attorney  
12 entered into on November 2, 2022 (the “Special Power of Attorney”), allowing them to conduct  
13 all the affairs of Wynn and defendant Ion Theodor Ciochiu (“Ion”). [*Id.*, ¶9-10.]

14           25.     The Special Power of Attorney grants Geo and Irina vast power:

- 15           • “[T]o act on [Ion’s] behalf and represent [him] before state authorities, control  
16 bodies, legal entities and individuals,” in connection with Wynn.
- 17           • “For the purpose of fulfilling this mandate, [Ion’s] representatives [Irina and  
18 Geo] will carry out all operations related to [Wynn], including managing the  
19 company's bank accounts (deposit and withdrawal of money, payment orders,  
20 signing checks, settling balances, etc.)”
- 21           • “[Irina and Geo] will be able to represent [Ion] before any court of law, of any  
22 degree, making any request or statement on my behalf, administering evidence,  
23 challenging court decisions that are not final, or enforcing a final decision.”
- 24           • “[Irina and Geo] are also authorized to sign on my behalf and for me any  
25 additional acts regarding [Wynn], such as increasing the share capital,  
26 establishing secondary offices or new points of work and activity, adopting  
27 decisions within the company's board, managing and cashing any amount of  
28 money, from any company or individual, they can sign lease agreements, loan

1 agreements, employment contracts, commercial contracts for the good conduct  
2 of the company's activity and collaboration contracts with material suppliers  
3 necessary for the company's activity, my representatives having full powers to  
4 establish the price, conditions, and terms of the contracts...and will be  
5 responsible to the authorities in the case of defective administration or in case  
6 of prejudice to the company.”

7 26. After the Special Power of Attorney was signed, Irina falsely told Jordan that she  
8 owns all of Wynn’s equity, when in fact she was its CEO and general agent. [*Id.*, ¶16-28.]

9 27. By way of the Special Power of Attorney, as well as given Wynn and Ion  
10 providing her access to Wynn’s accounts and confidential information, which she gave to Jordan,  
11 Irina had actual and ostensible authority to generally bind Wynn, including “increas[ing] its share  
12 capital” and issuing corporate documents to account for any purchase or transfer of its shares.  
13 Irina seemed to be Wynn’s owner, alleged Chief Executive Officer, and/or authorized general  
14 agent, and, in fact, was acting as such at all times relevant per the Special Power of Attorney.

15 28. While residing in California, Irina, acting on Wynn’s behalf, solicited investment  
16 funds from Jordan to invest in Wynn and its business, despite not holding any licenses allowing  
17 her to do so. [*Id.*] Jordan was intrigued by Wynn’s business model and the possibility of future  
18 revenue and accounts receivable it could create, but knew that it was necessary to create systems  
19 to scale the business.

20 29. In justifiable reliance on Irina’s statement that she owns Wynn’s equity,  
21 Irina and Jordan formed a general partnership in California in or around November of 2022, to  
22 carry on as co-owners for a profit the business of processing consumer claims stemming from  
23 flight issues (the “Partnership”). [*Id.*, ¶24-29.] Jordan and Irina exchanged correspondence for  
24 the express purpose of forming the Partnership on November 2, 3, 23, 29, and 30. During these  
25 communications, which Irina had with Jordan from her Los Angeles residence, Irina held herself  
26 out as the founder, CEO, and legal owner of Wynn doing business as “FlightHelp” while also  
27 holding herself out to third parties as such.

28 30. Irina and Jordan agreed to start the business in Romania through Wynn, and then

1 expand it, with the purpose of consolidating all revenue streams/accounts receivable and selling  
2 off the business to financiers. To further this goal, Irina and Jordan agreed to share in Wynn’s  
3 revenue/accounts receivable and profits as partners, as well as agreed to share in the revenues and  
4 profits of any other entity engaged in Wynn’s business as partners. This was in furtherance of  
5 Jordan and Irina’s ultimate goal of consolidating all these revenues streams under an American  
6 company, and then selling off the business to financiers. On November 30, Irina and Jordan  
7 discussed a pitch deck for the business, ideas for marketing the business’ services, company  
8 finances and risks, strategy for moving forward with operations, and ultimately expressly agreed  
9 to formally begin working together as partners.

10 31. Terms were further hashed out via correspondence on December 6, 8, 12, and 13.  
11 After the Zoom meeting on December 12, 2022, Irina sent Jordan a recap of the meeting via  
12 WhatsApp, and memorialized the agreement to partner: “Wyoming LLC to be done with the  
13 operating agreement. Scott has 49% - Irina has 51% from the entire company and all the  
14 subsidiaries that will be created. Essentially Irina takes care of the operation stuff, legal side,  
15 claim processing, hiring and training the teams on the ground, customer service operations etc.  
16 Scott takes care of the marketing and tech side, the website to work properly – create the systems  
17 and flows for the claims to be processed with the tech team and takes care of the marketing  
18 campaigns and work with the dev team .. as we grow we hire the right teams and release from our  
19 responsibilities and we regroup our focus on what the company needs to grow.”

20 32. The deal that was ultimately struck was that Jordan would contribute certain of his  
21 services (Jordan is an expert in coding and marketing, who has led numerous teams in developing  
22 intellectual property to scale business’ revenue), in exchange for a 49% interest in Wynn’s  
23 revenues and profits, as well as the revenues and profits of any other entity doing business under  
24 the “FlightHelp” name by processing claims for consumers for violations of law concerning flight  
25 issues. Irina would have a 51% interest in these revenues and profits.

26 33. Irina and Jordan agreed to consolidate these revenues and profits in an American  
27 entity. Irina and Jordan agreed the revenues and profits of all such entities would be consolidated  
28 year after year under an American entity, with the aim of creating financial statements and selling



1 off the entire business (i.e., the American entity and its subsidiaries). The Parties did not set a  
2 specific timeframe on when the sale would occur. The partnership was to end when the business  
3 was sold off to financiers. Jordan and Irina agreed that she would be liable for all losses  
4 concerning the processing/payment of consumer claims given Irina was responsible for operating  
5 the part of the business creating such losses, while Jordan was responsible for developing  
6 software and processes to scale the business and automate its revenues streams. [See *id.*, ¶¶3-13,  
7 16-29.] Thus, the Partnership was for the undertaking of starting up and operating a claims  
8 business, and the term was until the consolidation of the business' revenue and selling off of the  
9 business to financiers was completed. Essentially, the Partnership was to operate a holding  
10 company and subsidiary companies engaged in the business of processing consumer claims  
11 stemming from flight issues, and then sell off the business to financiers. Irina and Jordan agreed  
12 to create Flighthelp for the purpose of carrying out their plan to consolidate revenues and sell the  
13 business to financiers.

14 34. The Partnership was formed by express oral agreement between Jordan and Irina  
15 in November and December 2022. The Partnership was later corroborated, affirmed, and ratified  
16 by Jordan and Irina's conduct in performing under the agreement as partners in the business from  
17 December 2022 through December 2023. The Partnership was memorialized in a writing taking  
18 the form of informal correspondence, including Irina's own correspondence on December 12,  
19 2022. The Partnership was also memorialized in March 2023 via Flighthelp's operating  
20 agreement, but that writing is unenforceable because it was procured by fraud as explained below.  
21 The writing is also impermissibly vague and does not capture all material terms and is otherwise  
22 unenforceable.

23 35. The Partnership is the overarching agreement that governs the legal  
24 relationship between Jordan and Defendants, and Jordan and Irina always intended and acted as if  
25 this was their intent. In February and March of 2023, Jordan created Flighthelp merely as a  
26 convenient method of carrying out the Partnership. Its operating agreement was created by  
27 ChatGPT while Jordan was in a bank funding the business with his own money. Its provisions  
28

1 are boilerplate, and neither Jordan nor Irina had any specific understanding of what the provisions  
2 meant or did. The intent of this operating agreement was to memorialize the Partnership.

3 36. Irina was aware of the reality that Flighthelp is merely the instrumentality or  
4 agency through which the Partnership is to be effectuated. [See *id.*, ¶¶49-59.] In fact, Flighthelp’s  
5 Operating Agreement makes clear that its purpose is to effectuate the Partnership, by stating that  
6 Jordan and Irina were “partners” who would manage Flighthelp’s business of “owning and  
7 consolidating revenue from foreign registered subsidiaries,” which expressly included Wynn.  
8 [See Exhs. A-B.] Further, Flighthelp’s Articles of Organization declare that it “shall be the sole  
9 owner” of Wynn. [See *id.*] Flighthelp’s Operating Agreement makes clear that Jordan and Irina  
10 had managerial authority over the Partnership’s business affairs in terms of control over  
11 subsidiaries, including Wynn. [See *id.*] Flighthelp was the intended corporate recipient of the  
12 funds belonging to the Partnership, which Jordan and Irina held 49% and 51% interests in.  
13 Jordan and Irina were supposed to take all steps necessary to create an ownership interest in these  
14 funds in favor of Flighthelp for the purpose of consolidating and growing the consumer claims  
15 business engaged in by its subsidiaries, including Wynn, all for the ultimate purpose of selling the  
16 business off.

17 37. The Operating Agreement expressly grants Irina and Jordan “authority to manage  
18 any subsidiaries,” which expressly includes Wynn. [See *id.*] The operating agreement and the  
19 parties’ subsequent conduct makes clear that Irina was an agent of Flighthelp in connection with  
20 Wynn’s revenues and profits. As explained herein, Irina was entrusted with and received funds  
21 and confidential information pertaining to the Partnership. That agency and receipt of  
22 confidential information created fiduciary duties as a matter of law. Irina was required to act in  
23 line with the operating agreement and her duties and obligations to the Partnership. Among other  
24 things, she was required to handle the funds and confidential information pertaining to the  
25 business with care, only use the funds for the benefit of the Partnership, not divert or dissipate the  
26 funds for her benefit but rather allow Flighthelp to establish an ownership interest in them, not act  
27 without Jordan’s consent, and take steps to ensure Wynn and any other entity she controls  
28 engaging in its business becomes a subsidiary of Flighthelp. She did none of those things.

1           38. Flighthelp’s Operating Agreement was procured by Irina’s fraud. The Operating  
2 Agreement and all its provisions are therefore unenforceable. Nevertheless, the Operating  
3 Agreement is a writing memorializing the Partnership’s existence for purposes of any statute of  
4 frauds defense. The Operating Agreement also supports claims against Irina, to the extent that  
5 this Court deems it enforceable. Jordan will allege claims in the alternative, accounting for both a  
6 scenario where the Operating Agreement is enforceable and a scenario where it is unenforceable.  
7

8           **B. Jordan Contributes Funds And Services To The Business Until January 2024.**

9           39. Throughout December 2022 and January 2023, Jordan began work as the co-  
10 founder, Chief Technology Officer, Chief Marketing Officer, and a partner in the business, with  
11 initial work directed at developing intellectual property to support Wynn’s operations in Romania  
12 and providing input on hiring and firing decisions. [Jordan Decl., ¶35.]

13           40. On December 20, 2022, Irina granted Jordan access to “flighthelp.eu,” which lists  
14 Irina as the “CEO & Co-Founder” of the business and Jordan as the “CTO and Co-Founder,” and  
15 which is available here: <https://web.archive.org/web/20230314022930/https://flighthelp.eu/>. [*Id.*,  
16 ¶35.] Both Wynn and Flighthelp exclusively used flighthelp.eu for all business operations,  
17 including all external communications with passengers. On information and belief, Irina now  
18 uses flighthelp.eu exclusively for Wynn and/or International Flight Help Management and/or  
19 Flight Help Management’s benefit—diverting the Partnership’s asset to herself. [*See id.*]  
20 In late-December 2022, Jordan and Irina interviewed James Cho of San Diego for a VP of sales  
21 position with Wynn. Jordan and Irina ultimately decided not to hire him. [*See* Jordan Decl.,  
22 ¶39.]

23           41. Jordan began helping manage the Ukrainian development team Irina had hired to  
24 create the website and web application that the Partnership was going to allow Wynn to use to  
25 solicit consumers and process their claims. To further these efforts, Jordan purchased software on  
26 the Partnership’s behalf in January 2023.

27           42. In February 2023, Jordan replaced the first team with Irina’s blessing, after  
28

1 discovering they over quoted work. Jordan began working alongside other developers. They  
2 developed the first stage of intellectual property necessary to fulfilling the Partnership’s goal of  
3 developing intellectual property to increase and own Wynn’s revenue. Jordan and Anton spent  
4 countless hours creating, revising, modifying, refining, and ultimately making functional the  
5 website/web application that the Partnership allowed Wynn to use to create revenue for the  
6 Summer of 2023. Irina, Wynn, and Ion agreed to these arrangements because it was cheaper than  
7 hiring full teams, and also agreed that Flighthelp could invoice Wynn for services rendered with  
8 full knowledge of how those services were to be rendered, given the astronomical cost savings.  
9 Indeed, when Jordan set out the “three major things” he was working on, Irina said “[g]reat job”  
10 and called him a “[g]enius.” [*Id.*, ¶29-48.]

11 43. After Jordan replaced the first development team, from April 2023 through on or  
12 around January 2024, Jordan contributed tens of thousands of dollars to the Partnership and set to  
13 work developing all intellectual property necessary to “automate” Wynn’s business and increase  
14 its revenue (and the revenue of other entities to be engaged in Wynn’s business in other  
15 jurisdictions), while also paying essentially all of Wynn’s expenses to fund its operations and  
16 growth strategy. [*See id.*, ¶59-127.] Jordan became an integral part of Wynn’s business,  
17 interacting with Irina and Geo on an almost daily basis to further its business and ultimately the  
18 Partnership. [*See id.*, ¶59-127.]

19 44. Jordan provided input into all aspects of the business. [*Id.*, ¶126] A few  
20 examples:

- 21 • On April 19, 2023, Jordan created a TrustPilot account for Flighthelp, so  
22 consumers can leave reviews, and in furtherance of the goal of Wynn growing  
23 its revenue and market share. Yet Irina destroyed the value of that account by  
24 failing to pay out consumer claims resulting in mass complaints. [*Id.*, ¶71.]
- 25 • On July 14, 2023, Jordan fixed an issue with flighthelp.eu’s website created by  
26 the team of developers Irina hired. [*Id.*, ¶84.]
- 27 • In September 2023, Jordan created innovations to the flighthelp.eu website that  
28 were approved by Irina and Geo acting as Wynn’s administrators, and coded

1                   flighthelp.eu’s website to target California consumers, resulting in Wynn  
2                   having continuing obligations to them. [*Id.*, ¶101-103.]

- 3                   • Jordan created advertisements for the business in October 2023, although Irina  
4                   effectively refused to provide her input on them. [*Id.*, ¶104-106.]
- 5                   • Jordan facilitated the business’ expansion into Albania, London, and Poland in  
6                   October 2023 while providing input into hiring and firing. [*Id.*, ¶106-118.]
- 7                   • Jordan created systems automating the intake of consumer claims. [*Id.*, ¶¶30,  
8                   45, 75, 87, 89, 100.]

9                   45.     Irina revealed that Wynn was in financial trouble as the Summer 2023 season was  
10                  approaching, when the benefits of Jordan’s efforts—*i.e.*, consumer claims totaling over  
11                  \$22,000,000 arising from the Partnership’s intellectual property developed by Plaintiffs—were  
12                  becoming foreseeable. Irina, on Wynn’s behalf, demanded that Jordan provide Wynn with an  
13                  immediate capital infusion, lest it default on its lease and fail to pay its employees’ wages. Jordan  
14                  advanced the Partnership over \$68,000 for it to pay Wynn’s operational expenses. The reality  
15                  was that Irina—believing Jordan’s efforts were ending and foreseeing how much revenue Wynn  
16                  was going to make due to the Jordan’s efforts—created this capital call as a pretext to freeze out  
17                  Jordan from the Partnership, but Jordan had sufficient capital on hand and the pretext did not  
18                  work.

19                  46.     Jordan harbored suspicions concerning Irina after this episode, but reasonably  
20                  believed that she was faithfully discharging her roles pertaining to the Partnership due to a lack of  
21                  hard evidence to the contrary.

22                  47.     Jordan continued toiling on the website and developing intellectual property for  
23                  the Partnership/Flighthelp to provide to Wynn throughout the Summer of 2023, working eighty-  
24                  hour weeks, including during his child’s birth. He was committed to ensuring that the Partnership  
25                  was a success.

26                  48.     Unfortunately, further suspicions arose:

- 27                         • On June 28, 2023, Jordan reviewed all business records to which he had  
28                         access, and noted a decrease in claims payment volume, which did not

1 correlate to the large increase in incoming claims. Georgiana Tesileanu  
2 plausibly explained the discrepancy away while Irina went on a suspect trip to  
3 Argentina and Chile in which it is believed that she opened accounts to divert  
4 the Partnership's funds from Wizz Air to herself, and, indeed, it appears Irina  
5 has failed to pay passengers roughly 80% of 2023 approved and paid out  
6 claims (in addition to failing to pay Jordan). [*Id.*, ¶¶ 5, 79-82, 138.]

- 7 • Irina and Geo also refused to provide financial statements for Wynn in July  
8 2023 through January 2024 despite repeated requests, compounding Jordan's  
9 suspicions of foul play and preventing his ability to secure financing for the  
10 business. [*Id.*, ¶83.] This was intensified when Irina showed a total disregard  
11 for customers in August 2023, indicating she would dissipate funds for herself  
12 to purportedly grow Wynn's operations, and refused to nest Wynn within  
13 FlightHelp LLC. [*Id.*, ¶89-98.] Ultimately, Irina failed to create proper  
14 accounting records and once-interested financiers abandoned their interest in  
15 the business, a breach of the Partnership. [*Id.*, ¶111.]

16 49. By the end of December 2023, Wynn's operations—saved by Jordan's capital  
17 infusions and Plaintiffs' efforts—had generated significant revenue and accounts receivable  
18 believed to be in excess of \$22,000,000.00, according to bank statements, powers of attorney, and  
19 other documents, but at least 9,000,000 Euro according to Irina's own statements. [*Id.*, ¶80, 138.]  
20 At that point, Irina began her scheme to sever Jordan—Jordan, unaware, continued to contribute  
21 his services to the Partnership, both as Flighthelp's Chief Technology Officer and in his capacity  
22 as a partner in the Partnership, without receiving a salary. [*Id.*, ¶128-160.]

23 **C. Defendants Scheme To Sever Jordan From The Partnership After Realizing**  
24 **The Benefits Of His Substantial Efforts.**

25 50. In or around November or December 2023, Irina agreed to provide Jordan with a  
26 salary of \$19,366 per month from Wynn's revenue, which Jordan accepted. But Irina, guided by  
27 avarice, and seeing that the Partnership was more profitable than she could imagine, promptly  
28 caused Wynn to provide her an excessive and unauthorized salary of \$21,478 per month—a

1 disguised dividend from herself to Wynn that was not authorized by Jordan, who received no  
2 salary for 2023. Irina also hired an accounting firm for Wynn that has refused to interact with  
3 Jordan for no reason. Wynn then refused to pay anything out to Flighthelp for the services it  
4 contracted for on Wynn's behalf, which has rendered development efforts impossible, and  
5 nullified the Partnership's ability to carry on its business.

6 51. On December 12<sup>th</sup>, 2023, Irina and Jordan spoke on the phone for nearly two hours  
7 [Jordan Decl., ¶128.] Irina disclosed to Jordan for the first time that she does not own Wynn, but  
8 that she is only its CEO. She also told Jordan she will not cause Wynn to pay his salary. Jordan  
9 and Irina continue to have disagreements after Irina's fraud was revealed.

10 52. On December 20, 2023, Jordan noticed that Irina was threatening legal action  
11 against Wynn's employees related to overpayments by the accounting team hired by Irina. Jordan  
12 told Irina not to do this, but she told him: "Unless you want to pay this from your cut I'm not  
13 gonna pay it." Jordan told her the "company" should "take it on the nose," but Irina said "I'm not  
14 taking the loss. You can take decision on your side but not on my side." Irina indicates "[i]f you  
15 want to run the team please go [sic] so," and otherwise allows Jordan to "take over the team and  
16 [she] back off," showing that Jordan was vested with the right to direct Wynn's affairs and the  
17 affairs of the Partnership as of December 20, 2023. [Jordan Decl., ¶133.]

18 53. On January 4, 2024, Jordan and Irina had a meeting where she acknowledged the  
19 Partnership's purpose is to own Wynn, and made clear her intent to sever and freeze Jordan out of  
20 the Partnership. [*Id.*, ¶137-141.] Irina indicated Wynn is over \$300,000 in debt, despite Wynn's  
21 accounts receivable indicating over \$22,000,000 in customer claims that Wynn is expected to  
22 receive from various third-party airlines, of which at least \$4,200,000 it has already received. At  
23 least \$2,000,000 was in Defendants' possession per Wynn's December 2023 year-end bank  
24 statement. It appears Defendants have dissipated this money in furtherance of their scheme to  
25 sever Jordan.

26 54. During the call, Irina admits she has failed to transfer to Jordan anything from the  
27 "9,000,000 Euro" or "\$15,000,000 in profit" she admits to having received on consumers' behalf  
28 via Wynn's operations (she instead created defendants IFHM and Flight Help Management to



1 further her scheme to divert the claims flow received from third party airlines to herself, rather  
2 than act in accord with the Partnership and transfer all revenue to FlightHelp LLC for the purpose  
3 of consolidating the business' revenue and then selling off the business to financiers). [*Id.*,  
4 ¶138(n).]

5 55. After this call, Irina took numerous steps to exclude Jordan from the Partnership.

6 56. First, she removed Jordan's access to Wynn's ING bank account, then directed  
7 Wynn's "new accountant" to stop paying for all of Jordan's development efforts and refused to  
8 allow Jordan to talk to them, and cut off his access to Wynn's bank account. [*Id.*, ¶143-146.]

9 57. Second, she outsourced Jordan's role to contractors who have received Plaintiffs'  
10 intellectual property and are allowing Irina to divert consumer funds as consumers complaints  
11 continue to mount.

12 58. She then simultaneously seized control of Jordan's accounts by impersonating  
13 him. She then created DOE 1, International Flighthelp Management INC ("IFHM" or  
14 "International Flighthelp")), and DOE 2, Flight Help Management LLC ("Flight Help  
15 Management"), to further her scheme to divert funds from the Albania operations to which  
16 Flighthelp was contracted to herself—a scheme corroborated by Geo acting as Wynn's  
17 administrator. [*See id.*, ¶138, 144-145, 147, 149-158.]

18 59. Irina then drained effectively all funds in FlightHelp LLC's account by using the  
19 corporate documents related to IFHM and/or Flight Help Management to gain unauthorized  
20 access to those accounts, rendering FlightHelp LLC insolvent. [*Id.*, ¶157-158.]

21 60. Finally, Irina is diverting Wynn's revenues/profits to herself in violation of the  
22 Partnership and FlightHelp's Operating Agreement (to the extent it is enforceable) by  
23 withdrawing funds from its accounts without Jordan's authorization or consent, refusing to  
24 transfer the funds to FlightHelp, and instead using them for her own personal benefit. [*See id.*]

25 61. On January 26, 2024, Irina affirmatively declared that she will not pay any of the  
26 development invoices, Jordan's agreed-upon salary, or any distributions from Wynn's operations.

27 62. On January 28, 2024, Irina engaged in criminal conduct by impersonating Jordan,  
28 accessing his email without authorization, changing his passwords, and locking him out of any



1 and all Wynn/Flighthelp-related accounts, including accounts still being funded by recurring  
2 transactions. Irina also broke into Flighthelp's Github account, changed Jordan's access  
3 credentials, removed developers, and stole source code, which has caused the account to be  
4 locked.

5 63. On or around February 3, 2024, by way of fraud, Irina accessed without Jordan's  
6 authorization or consent, and depleted the majority of the funds.

7 64. On February 22, 2024, Irina went into a Chase branch with forged versions of  
8 Flighthelp's Operating Agreement and Articles of Organization (i.e., IFHM or Flight Help  
9 Management's corporate documents) to try and gain improper access to bank accounts that were  
10 supposed to receive claims from Wizz Air. Irina did gain such access and stole the funds, and is  
11 using the access to divert business benefits to herself and Jordan can do nothing to stop her since  
12 she hijacked all of his accounts pertaining to Flighthelp.

13 65. Unless enjoined, Irina will continue to engage in criminal and unlawful conduct to  
14 sever Jordan from the Partnership at all costs and deplete Wynn's 2023/2024 revenues for her  
15 benefit. Indeed, Irina has used partnership funds earmarked for consumers to pay for Wynn's  
16 operating expenses without Jordan's consent, and Defendants are actively dissipating Wynn's  
17 revenue as evidenced by Romanian news outlets reporting that they have received numerous  
18 complaints from consumers who have not received funds from Wynn despite demand, in addition  
19 to Facebook groups being created by defrauded consumers complaining of not receiving payment.  
20 Defendants have defrauded Romanian consumers and Jordan by not handling funds owed to them  
21 within Defendants' possession consistent with the property interests of consumers and Jordan.

22 66. On information and belief, Irina has purposefully and maliciously caused her  
23 agents to sever Jordan from the Partnership and made it impossible for the Partnership to continue  
24 to carry out its purpose of owning Wynn out of spite because she believes Flighthelp's corporate  
25 governance structure—specifically Jordan's managerial authority, in some aspects, per  
26 Flighthelp's Operating Agreement—is unfavorable to her, despite consenting to it. Further,  
27 Irina's position is nonsensical because Jordan and her have the same managerial authority  
28

1 pertaining to Wynn and Flighthelp’s business operations, as assuming *arguendo* the operating  
2 agreement is enforceable, Jordan and Irina both can control the operations of the business.

3 67. In short, Defendants have completely precluded Jordan from realizing any of the  
4 Partnership’s benefits or the benefits of his roles within Flighthelp, and have made it impossible  
5 for Jordan to discharge his roles within the Partnership, Flighthelp, and/or Wynn by refusing to  
6 interact with him. Irina has refused to provide Jordan with any benefits from the Partnership  
7 despite using him for a year. Irina is now hoarding and actively dissipating by way of unlawful  
8 conduct the business’ assets for herself, resulting in consumer claims against the business,  
9 liability exposure, and a risk of imminent insolvency.

10 68. On information and belief, Ion and Wynn are aware of all of the above unlawful  
11 conduct, have ratified it, and have taken no steps to stop it such as preventing Irina from  
12 accessing Wynn’s accounts—all for the purpose of benefiting from it.

13 69. On information and belief, Defendants received between \$2,000,000.00 -  
14 \$20,000,000.00 in Wynn’s revenues/net profits/cash flow for 2023, and Defendants continue to  
15 withhold these amounts due to Flighthelp, and distributions due to Jordan, without any legal  
16 basis. In other words, despite the Partnership’s business making millions of dollars in 2023, all of  
17 which should have been transferred to Flighthelp or at least accounted for, Flighthelp has received  
18 no funds from Irina and has no knowledge of any funds for purposes of discharging the  
19 Partnership’s goal of consolidating Wynn’s revenue (and any other entities’ revenue engaged in  
20 the Partnership’s claims business) to sell the business to financiers, and Jordan has received no  
21 distributions from the Partnership consistent with his 49% interest in the business. Defendants  
22 brazenly contend, and their conduct shows that, they will never account for funds nor issue any  
23 distributions to Jordan absent judicial compulsion—an order of specific performance  
24 commanding Defendants to perform is warranted. And because Defendants will continue to  
25 dissipate Wynn’s revenues for their benefit unless this Court stops them, injunctive relief is  
26 proper.

1 **FIRST CAUSE OF ACTION**

2 **(Fraud – Intentional Misrepresentation)**

3 **(Jordan Against Irina)**

4 70. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
5 Complaint as if fully set forth here.

6 71. Irina uttered to Jordan, on or about November 2022 and afterwards, false  
7 representations of material fact, including, without limitation, telling him that she owned 100% of  
8 Wynn’s interests, with the intent to induce him to invest his capital in and contribute his services  
9 to the Partnership/Flighthelp. After Jordan invested, on numerous occasions, including from  
10 November 2022 through December 2023, Irina falsely represented to Jordan that the Partnership  
11 would be entitled to, and would be able to acquire, develop, operate, and/or realize the benefit of  
12 all of Wynn’s operational revenue and profits from that revenue. Irina further represented to  
13 Jordan, from November 2022 through December 2023, that she had no knowledge of any conduct  
14 or impediment to the Partnership acquiring Wynn’s revenue and using it for purposes to be  
15 determined by Irina and Jordan, as partners in the exercise of a reasonable business judgment—  
16 including, without limitation, the impediment that she did not own Wynn. Further, from  
17 November 2022 through December 2023, Irina also represented to Jordan that she only acted in  
18 the best interests of Flighthelp, the Partnership, and Jordan.

19 72. Irina knew these representations were false. Contrary to her misrepresentations,  
20 Irina does not own Wynn’s equity, although she is its purported Chief Executive Officer with  
21 general authority to bind it. And her intent in making the misrepresentations was to cut Jordan  
22 out of the Partnership and preclude him from realizing the benefits of his interest in Wynn’s  
23 revenue after using him to develop intellectual property for Wynn.

24 73. Jordan justifiably relied on Irina’s misrepresentations. Specifically, Irina uttered  
25 these misstatements while clothed in actual and/or ostensible authority to act on Wynn’s behalf as  
26 its apparent Chief Executive Officer, making Jordan’s reliance on her misrepresentations  
27 justifiable and reasonable under the circumstances. For example, Irina provided Jordan with  
28 access to one of Wynn’s bank accounts, which, on information and belief, is only one of multiple.

1           74.     Based on this reliance, Jordan continued to his detriment to develop intellectual  
2 property for the Partnership to be used by Wynn for purposes of increasing its revenue and  
3 allowing it to operate the Partnership’s enterprise, and continued to fund the Partnership for  
4 purposes of funding Wynn’s operations—all in discharge of his roles as a partner in the  
5 Partnership and managing member of Flighthelp.

6           75.     As a direct and proximate result of Irina’s misrepresentations, Jordan transferred at  
7 least \$67,000 to the Partnership/Flighthelp, which transferred the funds to Wynn to fund its  
8 operations, expecting to receive a 49% interest in Wynn and/or already thinking such interest had  
9 been received by way of Flighthelp’s Operating Agreement. Jordan also spent hundreds of hours  
10 on the Partnership developing intellectual property for Flighthelp to provide to Wynn to increase  
11 its revenues.

12           76.     Jordan, although now holding an interest in Wynn through his interest in the  
13 Partnership, has nevertheless not received the interest in Wynn which he was promised by Irina—  
14 a free and clear interest in 49% of Wynn’s equity. As a result, Jordan has suffered damages in an  
15 amount to be proven at trial, but at least equal to the value of 49% of Wynn’s 2023 profits of  
16 between \$2,000,000.00-\$20,000,000.00, its expected profits for 2024 which are expected to  
17 exceed \$20,000,000.00, and its future profits in perpetuity to be determined by further analysis,  
18 plus interest at the maximum legal rate and costs on these amounts.

19           77.     In addition, Jordan is informed and believes, and so alleges, that Irina’s acts were  
20 done with sufficient malice, fraud, and/or oppression, and in conscious disregard for Jordan’s  
21 rights and with the intent to cause injury to Jordan and to profit at his expense, such that the  
22 imposition of punitive damages is appropriate and necessary. Specifically, Irina has and is  
23 knowingly preventing Jordan from exercising his rights in the Partnership, Flighthelp, and/or  
24 Wynn. And Irina knows Jordan is entitled to exercise these rights given correspondence and  
25 communications between the two of them. Yet, on the basis of a sham and a pretext intended to  
26 further Defendants’ illegal scheme to unlawfully freeze Jordan out of the Partnership, Irina is  
27 preventing Jordan from exercising his rights in the Partnership, Flighthelp, and/or Wynn.  
28 Accordingly, Jordan is entitled to an award of exemplary and punitive damages against Irina.

1 **SECOND CAUSE OF ACTION**

2 **(Breach of Fiduciary Duty)**

3 **(Jordan Against Irina, Ion, And DOES 1-20)**

4 78. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
5 Complaint as if fully set forth here.

6 79. As a partner in the Partnership, Irina owed and owes a fiduciary duty to Jordan.  
7 As a person exercising control over Wynn with knowledge that it is the Partnership's asset, Irina  
8 and Ion owed and owes fiduciary duties to Jordan.

9 80. These fiduciary duties and right to exercise managerial authority and control in  
10 connection with Flighthelp's assets and the Partnership's assets required and requires Irina and  
11 Ion to act with proper skill and diligence and not make a personal profit at the expense of the  
12 Partnership, and includes, among other things: (1) using any ability to control Wynn in a manner  
13 that was fair, just, and equitable to all of the partners in the Partnership, including Jordan; (2) to  
14 act only in the best interest of the Partnership and its interest holders, and to protect their interests  
15 and assets, including Wynn; (3) to refrain from engaging in grossly negligent or reckless conduct,  
16 intentional misconduct, or a knowing violation of law, including in connection with Wynn's  
17 operations; (4) to discharge duties to the Partnership and their interest holders and exercise any  
18 rights in the Partnership or its assets, including Wynn, consistently with the obligation of good  
19 faith and fair dealing, and not prefer Irina's and Ion's interests over Jordan's interests; and (5) to  
20 refrain from doing anything that would injure the Partnership and its interest holders, including  
21 controlling Wynn for Defendants' personal benefit to Jordan's detriment.

22 81. Upon information and belief, Irina and Ion breached their fiduciary duties to  
23 Jordan's detriment by, among other things, failing to do the things required of them as a fiduciary  
24 to Jordan given their roles in the Partnership, which required them to discharge their roles in  
25 Wynn in accordance with the Partnership's interest in Wynn. This includes, without limitation:  
26 failing to comply with the terms of the Partnership and applicable law; mismanaging the  
27 Partnership and its assets, including, without limitation, Wynn's revenues for 2023, resulting in  
28 consumer claims against Wynn; engaging in self-dealing by providing themselves with an

1 unauthorized salary and distributions in the amount of at least \$250,000.00; usurping the  
2 Partnership's business opportunities; paying their personal legal fees, audit fees, and other  
3 personal expenses in an unknown amount expected to exceed \$75,000.00; excluding Jordan from  
4 the Partnership's activities or assets without justification or excuse; and concealing certain  
5 financial and other documents belonging to the Partnership.

6 82. Upon information and belief, Irina and Ion, without Jordan's knowledge or  
7 consent, have entered into contractual relationships with third parties purporting to bind the  
8 Partnership to its detriment. This includes Irina entering into a contract as Wynn's CEO in  
9 January 2024 to outsource Jordan's CTO role to a Romanian entity, "Codeagile," at the rate of at  
10 least 11,000 Euro per month. The only reason for such conduct is to burden Flighthelp and/or the  
11 Partnership with unnecessary expenses and further Defendants' scheme to sever Jordan, in turn  
12 furthering Defendants' scheme to destroy the Partnership for their own benefit.

13 83. Because Jordan has been damaged as a result of Irina and Ion's breaches, he is  
14 entitled to damages in an amount to be proven at trial, but in any event no less than his  
15 distributive share in the Partnership that he has not received, which is believed to be between at  
16 least \$2,000,000.00 to \$20,000,000.00, the future value of his distributive shares in perpetuity,  
17 plus interest at the maximum legal rate and costs.

18 84. Defendants' acts are continuing. Unless enjoined, Defendants will continue to  
19 reap the benefits of their wrongful and unlawful conduct in connection with the Partnership to the  
20 direct detriment of Jordan. Immediate injunctive relief is therefore warranted. Further, a  
21 constructive trust over all of the Partnership's profits wrongfully in Defendants' hands is  
22 warranted. [*See generally*, Jordan Decl.]

23 85. In addition, Jordan is informed and believes, and so alleges, that Defendants' acts  
24 were done with sufficient malice, fraud, and/or oppression, and in conscious disregard for  
25 Jordan's rights and with the intent to cause injury to Jordan and profit at his expense, such that the  
26 imposition of punitive damages is appropriate and necessary. Specifically, Defendants have and  
27 are knowingly preventing Jordan from exercising his rights in the Partnership, Flighthelp, and/or  
28 Wynn. And Defendants know Jordan is entitled to exercise these rights. Yet, on the basis of a

1 sham and a pretext intended to further Defendants’ illegal scheme to unlawfully freeze Jordan out  
2 of the Partnership, they are preventing Jordan from exercising his rights in the Partnership,  
3 Flighthelp, and/or Wynn. Accordingly, Jordan is entitled to an award of exemplary and punitive  
4 damages against Defendants. [*See id.*]

5 86. Imposition of these fiduciary duties is consistent with the reality that Flighthelp’s  
6 Operating Agreement, including its merger clause, is unenforceable for being procured by fraud.  
7 The reality is that the Partnership, comprised of oral, written, and implied elements, governs the  
8 legal relationship between Irina and Jordan. Setting that aside, the Operating Agreement  
9 expressly grants Irina the right to control Wynn, which carries with it a corresponding fiduciary  
10 duty to control Wynn for Flighthelp’s benefit. Nothing in the law forecloses the imposition of  
11 fiduciary duties on limited partners or members in scenarios where they exercise control over  
12 operations of the entity at issue, as Irina has done.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **(Conversion)**

#### 15 **(Plaintiffs Against All Defendants And DOES 1-20)**

16 87. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this  
17 Complaint as if fully set forth here.

18 88. At all times relevant, the Partnership had a right to receive and possess all of  
19 Wynn’s revenues/profits for purposes of consolidating them under FlightHelp and eventually  
20 selling off the entire business of processing consumer claims stemming from flight issues to  
21 financiers, as agreed by Irina, Jordan, and Ion. Jordan, through his interest in the Partnership and  
22 Flighthelp, had a right to receive and possess not less than 49% of profits from Wynn’s operations  
23 in perpetuity as set out in Flighthelp’s Operating Agreement and Flighthelp’s Articles of  
24 Organization.

25 89. Upon information and belief, Wynn’s profits for 2023, per its bank statement, was  
26 at least \$1,932,514.06, as of December 31, 2023 (the “Funds”).

27 90. None of the Funds have been distributed to Jordan or Flighthelp, despite  
28 entitlement to this amount under the Partnership and Flighthelp’s governing documents, and



1 despite Plaintiffs' demand for them. The Funds must be distributed to Flighthelp to consolidate  
2 business revenues for purposes of creating financial statements in line with the ultimate goal of  
3 selling the business off to financiers, and a distribution from Flighthelp to Jordan of any profits is  
4 required in line with his interest in the Partnership/Flighthelp.

5 91. Defendants are intentionally and substantially interfering with Plaintiffs' right to  
6 possess the Funds. Defendants have refused and continue to withhold the Funds without  
7 authorization or consent, and it is believed that they will dissipate the Funds unless enjoined,  
8 given their tactics thus far in accessing bank accounts unlawfully and stealing monies from them.  
9 Specifically, Irina, exercising her right to control Wynn pursuant to the Special Power of  
10 Attorney, is causing Wynn to withhold the Funds, is diverting the funds to IFHM or Flight Help  
11 Management, and is using the Funds for unauthorized or improper purposes inconsistent with  
12 Plaintiffs' rights in them. Ion, despite his ability to stop Irina, has taken zero steps to stop her.  
13 Georgiana Tesileanu, Wynn's agent in Romania operating its business at Irina's direction from  
14 Los Angeles, has also failed to stop Irina, despite her ability to do so. On information and belief  
15 gleaned from interviews and discussions with a third-party entity who allowed Flighthelp to  
16 operate in an Albanian airport, Gestalt SPHK, Irina diverted that contract to IFHM, and IFHM  
17 was paying Gestalt with funds from consumer claims diverted by Irina from Flighthelp.

18 92. As a direct and proximate result of Defendants' conduct described above,  
19 Defendants intended to cause, and have in fact caused, and/or were a substantial factor in causing,  
20 actual harm to Plaintiffs, and are liable to Plaintiffs in an amount to be proven at trial, but no less  
21 than the value of the Funds in Wynn's ING Bank Account on December 31, 2023 that were  
22 dissipated and diverted by Defendants at Irina's instruction (*i.e.*, at least \$1,932,514.06).

23 93. During, and as a further proximate result of, Defendants' wrongful possession and  
24 detention of the Funds, Plaintiffs have suffered lost profits and opportunities that they could have  
25 pursued with the Funds, resulting in business losses in an amount to be proven at trial.

26 94. In addition, Plaintiffs are informed and believe, and so allege, that Defendants'  
27 acts were done with sufficient malice, fraud, and/or oppression, and in conscious disregard for  
28 Plaintiffs' rights and with the intent to cause injury to Plaintiffs and profit at their expense, such



1 that the imposition of punitive damages is appropriate and necessary. Specifically, Defendants  
2 have and are knowingly preventing Plaintiffs from exercising rights in the Funds. And  
3 Defendants know Plaintiffs are entitled to exercise these rights. Yet, on the basis of a sham and a  
4 pretext intended to further Defendants' illegal scheme to unlawfully freeze Jordan out of the  
5 Partnership, they are preventing Jordan from exercising his rights in the Partnership, Flighthelp,  
6 and/or Wynn, including his rights in the Funds. Accordingly, Plaintiffs are entitled to an award of  
7 exemplary and punitive damages against Defendants. [*See generally*, Jordan Decl.]

8 **FOURTH CAUSE OF ACTION**

9 **(Breach of Partnership Agreement)**

10 **(Jordan Against All Defendants And DOES 1-20)**

11 95. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
12 Complaint as if fully set forth here.

13 96. The Partnership is a valid, binding contract between Irina, Ion as Wynn's owner,  
14 and Jordan, to own and consolidate Wynn's revenue/profits, as well as the revenue/profits of any  
15 other entity engaged in the business of pressing consumer claims stemming from flight issues,  
16 through the instrumentality of Flighthelp, for purposes of selling off the business to financiers.  
17 Flighthelp's Operating Agreement and Articles of Organization evidence the intent to partner to  
18 startup a claims business. However, those documents are unenforceable because they were  
19 procured by Irina's fraud. The Partnership is thus oral and implied by conduct, with those  
20 documents functioning merely as evidence of the existence of the Partnership sufficient to  
21 overcome any statute of frauds defense.

22 97. Irina entered into the Partnership in her individual capacity and on Wynn's and  
23 Ion's behalf as Wynn's apparent Chief Executive Officer and under her express authority to bind  
24 Wynn and Ion per the Special Power of Attorney. Further, by receiving the benefits of Jordan's  
25 development efforts and otherwise acting as partners, Wynn and Ion ratified, approved, and/or  
26 adopted the terms of the Partnership, which included transferring all funds from Wynn's  
27 operations to an American entity for purposes of selling off the entity in the future, as well as  
28 Jordan's entitlement to a 49% distribution of the profits of Wynn and any other entity engaged in

1 its business. Indeed, on March 3, Ion personally gave Jordan access to the bank account, and, on  
2 March 12, Ion took money Jordan transferred to Wynn’s account. Wynn’s administrator in  
3 Romania, Georgiana Tesileanu, also assented to and ratified the Partnership by way of her  
4 communications with Jordan to that effect. As a result, Jordan is entitled to all funds from  
5 Wynn’s operations to be held in trust for the Partnership, which must be placed in Flighthelp’s  
6 bank account (or the bank account of another American entity, per the Partnership), and is also  
7 entitled to a 49% distribution from the profits of Wynn (and any entity that should be a “series” of  
8 Flighthelp because it is engaged in Wynn’s business) pursuant to the Partnership—all in  
9 perpetuity until the Partnership is properly dissolved and wound up.

10 98. Jordan has performed under the Partnership Agreement and/or has done or is  
11 excused from doing all things required of him under the Partnership Agreement as a result of  
12 Defendants’ unlawful conduct alleged in this complaint, which has prevented Jordan from  
13 discharging his roles.

14 99. Defendants have breached the Partnership Agreement by: not distributing Wynn’s  
15 funds from operations to Jordan so he can place them in an American entity’s bank account for  
16 purposes of consolidating revenue from the claims business to sell it off to financiers; refusing to  
17 cause Wynn to take any steps to ensure that 49% of Wynn’s profit for 2023, which totals between  
18 \$2,000,000.00-\$20,000,000.00, is distributed to Jordan as required by the Partnership; freezing  
19 Jordan out of Wynn and the Partnership’s operations; sabotaging Wynn’s operations, rendering  
20 them akin to a Ponzi scheme; mismanaging Wynn’s contracts and transactions and using funds  
21 from operations earmarked for consumers to fund Wynn’s growth rather than timely pay  
22 consumers, resulting in consumer claims against Wynn; failing to pay Wynn’s expenses as they  
23 come due with working capital; hiring third party entities and passing off Jordan’s efforts to them  
24 without his authorization or consent while paying them with funds belonging to consumers, and  
25 while refusing to distribute anything to Jordan; paying themselves disguised dividends taking the  
26 form of unauthorized salaries and expenses like trips, vacations, and gifts; and otherwise treating  
27 Wynn’s revenues/profits as if they were not the Partnership’s asset—but rather Defendants’ piggy  
28 bank.

1 100. As a direct and proximate result of Defendants' conduct, Jordan has been harmed  
2 in an amount to be proven at trial, but no less than \$2,000,000.00-\$20,000,000.00, together with  
3 interest at the maximum legal rate and costs.

4 **FIFTH CAUSE OF ACTION**

5 **(Unfair Competition)**

6 **(Plaintiffs Against All Defendants And DOES 1-20)**

7 101. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this  
8 Complaint as though fully set forth here.

9 102. Upon information and belief, Defendants engaged in the fiduciary duty breaches  
10 and other unlawful conduct described in this Complaint with the design and purpose of injuring  
11 Jordan, the Partnership, and/or Flighthelp, all of whom have devoted substantial time and energy  
12 to develop property for the purpose of using it in the business of processing consumer claims  
13 stemming from flight issues started by Irina and Jordan. Defendants misappropriated Plaintiffs'  
14 property to obtain an unfair competitive advantage in soliciting or profiting from the  
15 Partnership's/Flighthelp's assets, customers, and contacts in contravention of the confidential and  
16 agency and partnership relationship between Defendants and Plaintiffs. Defendants usurped the  
17 Partnership's/Flighthelp's business relationships, opportunities, and assets for themselves in  
18 violation of the fiduciary relationship created by their receipt of Plaintiffs' assets. Irina has  
19 started a new venture to unlawfully compete with Plaintiffs and is using IFHM and/or Flight Help  
20 Management as a conduit to do so. Irina has diverted Flighthelp's contract allowing it to operate  
21 in Albania to IFHM. She has outsourced Jordan's role to Romanian entity "Codeagile," and  
22 provided them with unauthorized access to the Partnership's property. Irina is also allowing all  
23 negative reviews related to her conduct in failing to pay out claims as Wynn's CEO and  
24 administrator to fall on Flighthelp while passing off Flighthelp's goods to IFHM and Flight Help  
25 Management so that their business operations can continue while Flighthelp's becomes crippled  
26 by Irina's purposeful scheme to destroy it. [See Jordan Decl., ¶¶89, 98, 106-108, 144, 149, 150,  
27 156, 158.]

1           103. As alleged above, Defendants’ misappropriation of the Partnership’s property,  
2 including, without limitation, Flighthelp’s intellectual property, confidential information, and  
3 trade secrets, and breach of fiduciary duties was unlawful and disrupted Plaintiffs’ economic  
4 relationships and precluded them from pursuing opportunities they were entitled to pursue,  
5 including owning Wynn and other entities engaged in its business, along with distributions and  
6 other benefits related to their operations. Plaintiffs have also suffered lost market share due to  
7 this conduct and have lost their right, title, and interest in valuable property and confidential  
8 information belonging to them.

9           104. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiffs have  
10 been, will be, and/or may be deprived of business and have suffered damages as a result, in an  
11 amount to be proven at trial.

12           105. In addition, Plaintiffs are informed and believe, and so allege, that Defendants’  
13 acts were done with sufficient malice, fraud, and/or oppression, and in conscious disregard for  
14 Plaintiffs’ rights and with the intent to cause injury to Jordan and profit at his expense, such that  
15 the imposition of punitive damages is appropriate and necessary. Specifically, Defendants have  
16 and are knowingly preventing Plaintiffs from exercising his rights in the Partnership, Flighthelp,  
17 and/or Wynn. And Defendants know Plaintiffs are entitled to exercise these rights. Yet, on the  
18 basis of a sham and a pretext intended to further Defendants’ illegal scheme to unlawfully freeze  
19 Jordan out of the Partnership, they are preventing Plaintiffs from exercising their rights in the  
20 Partnership, Flighthelp, and/or Wynn. Accordingly, Plaintiffs are entitled to an award of  
21 exemplary and punitive damages against Defendants.

### **SIXTH CAUSE OF ACTION**

**(Violation of Business and Professions Code § 17200, *et seq.*)**

**(Plaintiffs Against All Defendants And DOES 1-20)**

22  
23           106. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this  
24 Complaint as if fully set forth here.

25           107. Defendants’ acts and omissions as alleged in this Complaint violate Business and  
26 Professions Code Section 17200, *et seq.* Such conduct includes, without limitation, the breaches  
27  
28

1 of duties, conversion, *ultra vires* acts, unfair competition, and commission of waste, all of which  
2 constitute unlawful, unfair, and fraudulent business acts or practices within the meaning of  
3 Business and Professions Code Section 17200, *et seq.* Defendants have knowingly prevented and  
4 are preventing Plaintiffs from exercising their rights pertaining to their roles in Wynn and/or the  
5 Partnership. Defendants know Plaintiffs are entitled to exercise these rights. Yet, on the basis of  
6 a sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze Jordan  
7 out of the Partnership, they are preventing Plaintiffs from exercising these rights.

8 108. These unlawful, unfair, and fraudulent business practices have caused harm to  
9 Jordan and have benefited Defendants. As such, Jordan is entitled to all remedies available under  
10 Business and Professions Code Section 17203.

### 11 **SEVENTH CAUSE OF ACTION**

#### 12 **(Partnership Dissolution)**

#### 13 **(Jordan Against All Defendants And Does 1-20)**

14 109. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
15 Complaint as though fully set forth here.

16 110. Jordan and Irina are partners in the Partnership, which owns the right to receive  
17 Wynn's revenues and profits as well as the revenues and profits of any entity engaged in its  
18 business, notwithstanding Flighthelp's Operating Agreement, which is unenforceable because it  
19 was procured by Irina's fraud.

20 111. Grounds for dissolution and winding up of the Partnership now exist, including  
21 that: (1) the economic purpose of the Partnership of owning Wynn and its revenue has become  
22 and now is unreasonably frustrated by way of Defendants' unlawful conduct alleged in this  
23 Complaint; (2) Irina has engaged in conduct relating to the Partnership's business making it not  
24 reasonably practicable to carry on the business of the Partnership with Irina as a partner; and (3) it  
25 is not otherwise reasonably practicable to carry on the Partnership's business in conformity with  
26 the Partnership Agreement given Defendants' unlawful conduct.

1 112. Therefore, Jordan requests a judicial determination that the Partnership be  
2 dissolved and wound up, and an order that the proceeds of the winding up of its assets, including  
3 Wynn, be distributed to Jordan in accordance with his partnership interest in the Partnership.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violations of Penal Code § 496)**

6 **(Jordan Against Irina And Does 1-20)**

7 113. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this  
8 Complaint as though fully set forth here.

9 114. Penal Code section 496(a) provides, in part: “Every person who buys or receives  
10 any property that has been stolen or that has been obtained in any manner constituting theft or  
11 extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or  
12 aids in concealing, selling, or withholding any property from the owner, knowing the property to  
13 be so stolen or obtained, shall be punished by imprisonment in a county jail for not more than one  
14 year.”

15 115. Penal Code section 496(c) further provides: “Any person who has been injured by  
16 a violation of subdivision (a) or (b) may bring an action for three times the amount of actual  
17 damages, if any, sustained by the Plaintiffs, costs of suit, and reasonable attorney’s fees.”

18 116. The California Supreme Court recently clarified that “Plaintiffs may recover treble  
19 damages and attorneys’ fees under Penal Code section 496(c) when property has been obtained in  
20 any manner constituting theft,” including the “fraudulent diversion” or withholding of funds  
21 and/or business opportunities. *Siry Investment, L.P. v. Farkhondehpour*, 13 Cal. 5th 333, 396  
22 (2022).

23 117. As alleged in this Complaint, Irina committed theft in violation of Penal Code  
24 section 496(a) by acts of fraud, breach of fiduciary duty, and conversion, including fraudulently  
25 diverting or withholding the Funds for their personal benefit despite Plaintiffs’ entitlement to  
26 them. Irina is using IFHM or Flight Help Management to receive and withhold partnership funds  
27 and assets she has diverted. [See Jordan Decl., ¶ 89, 98, 106-108, 144, 149-150, 156-158.] Irina  
28 has diverted at least \$400,000 in funds that were earmarked for Flighthelp’s Chase bank account

1 to herself, or the entities she controls, IFHM and Flight Help Management. Irina is currently  
2 withholding this amount and refusing to turn it over to Plaintiffs.

3 118. Defendants have deliberately stolen Plaintiffs' property and knowingly prevented  
4 Plaintiffs from accessing or using it, and refuse to return it. Upon information and belief,  
5 Defendants have no intention of returning the Funds or Plaintiffs' trade secrets, confidential  
6 information, and other intellectual property.

7 119. As a direct and proximate result of Defendants' theft, Plaintiffs have been injured  
8 in an amount to be proven at trial, plus interest at the maximum legal rate and costs.

9 120. In addition, Plaintiffs are informed and believe, and so allege, that Defendants'  
10 acts were done with sufficient malice, fraud, and/or oppression, and in conscious disregard for  
11 Plaintiffs' rights and with the intent to cause injury to Plaintiffs and profit at their expense, such  
12 that the imposition of punitive damages is appropriate and necessary. Specifically, Defendants  
13 have and are knowingly preventing Plaintiffs from exercising their rights in the Partnership and/or  
14 Wynn. And Defendants know Plaintiffs are entitled to exercise these rights. Yet, on the basis of  
15 a sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze Jordan  
16 out of the Partnership, they are preventing Plaintiffs from exercising these rights. Accordingly,  
17 Plaintiffs are entitled to an award of exemplary and punitive damages against Defendants.

18 **NINTH CAUSE OF ACTION**

19 **(Accounting)**

20 **(Plaintiffs Against All Defendants And Does 1-20)**

21 121. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this  
22 Complaint as if fully set forth here.

23 122. Based on the facts alleged above, Plaintiffs are entitled to an accounting from  
24 Defendants as to all financial transactions, corporate actions, and all other corporate documents  
25 related to the Partnership, Flighthelp, and/or Wynn.

26 123. Because Jordan is a partner in the Partnership, managing member of Flighthelp  
27 and its Chief Technical Officer, and an interest holder of Wynn's revenues, Defendants were and  
28 are fiduciaries to Jordan, in their roles as partners, members, and/or interest holders in the

1 Partnership, Flighthelp, and/or Wynn, and, accordingly, were and are in a legal relationship with  
2 Plaintiffs sufficient to impose equitable accounting obligations on Defendants.

3 124. Defendants, as a result of their unlawful conduct described above, owe some  
4 balance to Plaintiffs that can only be ascertained by an accounting. Jordan cannot perform any  
5 accounting because he has been completely severed from the books and records of the business.  
6 Further, because Irina abdicated her responsibilities to create proper accounting records, there is  
7 no way for Jordan to perform an accounting. Irina is in sole control of all information necessary  
8 to perform the accounting, and has prevented Jordan from accessing the information.

9 125. Plaintiffs hereby demand an accounting from November 2022 to the present in  
10 connection with the Partnership, Wynn, and all other issues described in this Complaint,  
11 including, without limitation, a list of all of Wynn's accounts receivable and the status of receipt  
12 of the account, when the account is expected to be received, and to which bank the funds at issue  
13 are to be transferred. Further, Plaintiffs demand the imposition of a constructive trust on motion  
14 over all of Wynn's assets to aid in the accounting, and such is necessary given Defendants' active  
15 dissipation of Wynn's assets as alleged above.

#### 16 **TENTH CAUSE OF ACTION**

#### 17 **(Breach of Contract - Failure to Pay Invoices)**

#### 18 **(Flighthelp Against Wynn And Does 1-20)**

19 126. Flighthelp re-alleges and incorporates by reference the preceding paragraphs of  
20 this Complaint as if fully set forth here.

21 127. Flighthelp and Wynn entered into a valid and binding contract for services that  
22 Wynn requested and received from Flighthelp evidenced by invoices Flighthelp issued to Wynn.

23 128. Flighthelp has done or is excused from doing all things required of it under the  
24 contract and has performed under the contract for services as set out in the invoices.

25 129. Defendants have breached the contract by not paying Flighthelp for amounts  
26 owed under the contract as evidenced by the invoices, despite Flighthelp's performance under the  
27 contract.

28





1 rights in those revenues also constitutes a breach of the Operating Agreement. Wynn and Ion  
2 ratified Irina’s conduct by knowing of it and failing to take steps to prevent her from engaging in  
3 it, and instead benefiting from it.

4 135. As a direct and proximate result of Irina’s conduct, ratified by Defendants, Jordan  
5 has been damaged in an amount to be proven at trial, but believed to be in excess of  
6 \$2,000,000.00.

7 **TWELFTH CAUSE OF ACTION**

8 **(Breach of Covenant Of Good Faith And Fair Dealing –**

9 **Violation of Corporations Code § 17704.09(d)**

10 **(Jordan Against Irina And Does 1-20)**

11 136. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
12 Complaint as if fully set forth here. This cause of action is alleged in the alternative on the theory  
13 that, although Flighthelp’s Operating Agreement was procured by fraud, it is enforceable (i.e., by  
14 way of this claim, Jordan stands on the Operating Agreement and sues for damages arising under  
15 it from Irina’s fraud).

16 137. Flighthelp’s Operating Agreement is a valid agreement between Irina and Jordan.  
17 Flighthelp’s Operating Agreement provides that its “purpose” is “to own and consolidate revenue  
18 from foreign registered subsidiaries which are required to do business in countries outside of the  
19 United States.” The “Partners” in Flighthelp are Jordan and Irina. “Partners shall have the  
20 authority to manage any subsidiaries” that are created “for the purposes of being part of the  
21 “series” of businesses managed by” Flighthelp. Flighthelp’s Articles of Organization provided  
22 that the “series” of entities includes Wynn. [Exh. B (“Flighthelp LLC, a series within the  
23 Company, shall be the sole owner of WYNN CAPITAL MANAGEMENT SRL, a foreign  
24 corporation organized under the laws of Romania.”).]

25 138. The Operating Agreement imposes on Irina a requirement that she use her ability  
26 to control Wynn to cause it to become a “series” of Flighthelp by causing the transfer of  
27 ownership of Wynn to Flighthelp. Irina was required to take all necessary steps to effectuate that  
28 transfer immediately after she signed the Operating Agreement on March 8, 2023. Irina

1 repeatedly affirmed this understanding throughout 2023. Irina was also required to exercise her  
2 authority to manage Wynn's operations and assets, Flighthelp's subsidiary, with due care and  
3 only for the benefit of Flighthelp.

4 139. As a person exercising control over Wynn with knowledge that it is the  
5 Partnership's asset, Irina owed and owes good faith duties and obligations. These required and  
6 requires her to act with proper skill and diligence and not make a personal profit at the expense of  
7 Flighthelp, and includes, among other things: (1) using any ability to control Wynn in a manner  
8 that was fair, just, and equitable to Jordan; (2) to act only in the best interests FlightHelp; (3) to  
9 refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a  
10 knowing violation of law, including in connection with Wynn's operations; (4) to discharge  
11 duties to Flighthelp and Jordan and exercise any rights in assets, including Wynn, consistently  
12 with Flighthelp and Jordan's interest in them, and not prefer her interests over the interests of  
13 Flighthelp; and (5) to refrain from doing anything that would injure Flighthelp and its interest  
14 holders, including controlling Wynn for Defendants' personal benefit to Jordan's detriment.

15 140. Irina prevented Jordan from receiving benefits under the Operating Agreement and  
16 did not act fairly and in good faith by: failing to comply with the terms of the Operating  
17 Agreement and applicable law; failing to discharge her fiduciary functions by mismanaging  
18 Flighthelp's assets, including, without limitation, Wynn's revenues for 2023/2024, resulting in  
19 consumer claims against Wynn; engaging in self-dealing by providing herself with an  
20 unauthorized salary and distributions in the amount of at least \$250,000.00; usurping Flighthelp's  
21 business opportunities; paying her personal legal fees, audit fees, and other personal expenses in  
22 an unknown amount expected to exceed \$75,000.00; excluding Jordan from the activities or  
23 assets of Flighthelp without justification or excuse; and concealing certain financial and other  
24 documents belonging to Flighthelp.

25 141. Jordan has done or is excused from doing all things required of him under the  
26 Operating Agreement, and no conditions precedent to Irina's performance under it exist.

27 142. Jordan has been harmed by Irina's conduct in an amount to be proven at trial, but  
28 exceeding \$2,000,000.00.

1 **THIRTEENTH CAUSE OF ACTION**

2 **(Specific Performance)**

3 **(FlightHelp Against Irina And Does 1-20)**

4 143. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
5 Complaint as if fully set forth here. This cause of action is premised on the alternative theory that  
6 Flighthelp’s corporate documents, including its Operating Agreement and Articles of  
7 Organization, are enforceable.

8 144. The Operating Agreement provides that Flighthelp’s “purpose” is “to own and  
9 consolidate revenue from foreign registered subsidiaries which are required to do business in  
10 countries outside of the United States.” The “Partners” in Flighthelp are Jordan and Irina.  
11 “Partners shall have the authority to manage any subsidiaries” that are created “for the purposes  
12 of being part of the “series” of businesses managed by” Flighthelp. Flighthelp’s Articles of  
13 Organization provided that the “series” of entities includes Wynn. [Exh. B (“Flighthelp LLC, a  
14 series within the Company, shall be the sole owner of WYNN CAPITAL MANAGEMENT SRL,  
15 a foreign corporation organized under the laws of Romania.”).]

16 145. Taken together, these terms impose on Irina with sufficient definiteness a  
17 requirement that she use her ability to control Wynn to cause it to become a “series” of  
18 Flighthelp, by causing the transfer of ownership of Wynn to Flighthelp. Irina was required to  
19 take all necessary steps to effectuate that transfer immediately after she signed the Operating  
20 Agreement on March 8, 2023. Irina repeatedly affirmed this understanding throughout 2023.

21 146. Adequate consideration was exchanged for the promises made in Flighthelp’s  
22 Operating Agreement and in the formation of Flighthelp. Jordan and Irina agreed to split the  
23 business 49% and 51% in exchange for starting up the business and doing everything necessary to  
24 discharge their roles as CTO/CMO and CEO. (To the extent this Court finds consideration was  
25 inadequate, Jordan alleges promissory estoppel against Irina as to her promise that she would take  
26 all steps necessary to cause Wynn to be owned by FlightHelp, which he detrimentally relied on by  
27 contributing services to Wynn for more than a year.)

28

1 147. Jordan's legal remedy is inadequate because Irina is actively destroying Wynn and  
2 squandering its assets for her benefits. [See generally, Jordan Decl.]

3 148. Jordan now requests an order from this Court commanding Irina to specifically  
4 perform under the Operating Agreement by causing Wynn to transfer its shares to Flighthelp so  
5 Wynn can be a series of Flighthelp as contemplated by Jordan and Irina.

6 **FOURTEENTH CAUSE OF ACTION**

7 **(Violations of Civil Code § 3344(a))**

8 **(Jordan Against Irina, Ion, Wynn, And Does 1-20)**

9 149. Jordan re-alleges and incorporates by reference the preceding paragraphs of this  
10 Complaint as if fully set forth here.

11 150. Irina, Ion, and Wynn knowingly used Jordan's identity, including his voice, in  
12 connection with their business operations for purposes of advertising or selling, or soliciting  
13 purchases of, services provided by Wynn. Specifically, Jordan's voice appears on this website:  
14 <https://www.flighthelp.eu>. Jordan can be heard narrating the video that every single person who  
15 visits the website first clicks on to explain the business that was started by Jordan and Irina.

16 151. Defendants appropriated Jordan's name and likeness to their advantage. Jordan's  
17 name and likeness is being used to convey the idea behind and value of the business to  
18 consumers. On information and belief, consumers sign up to use the business' services as a direct  
19 result of Jordan's name and likeness being used.

20 152. Jordan did not consent to the continued use of his name or likeness by Defendants.  
21 To the extent Defendants claim Jordan consented at one time to the use given his roles within the  
22 business, that consent was procured by Irina's fraud and so invalid. It was also conditioned on  
23 Jordan's involvement in the business, and was revoked when Defendants unlawfully ousted  
24 Jordan from the business as alleged herein.

25 153. As a result of Defendants' misappropriation, Jordan has suffered damages in  
26 an amount to be proven at trial. Jordan is also entitled to all profits attributable to Defendants'  
27 unauthorized use of his identity. Jordan is further entitled to punitive damages, attorneys' fees,  
28 and costs.

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**FIFTEENTH CAUSE OF ACTION**

**(Common Law Misappropriation)**

**(Jordan Against Defendants And Does 1-20)**

154. Jordan re-alleges and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth here.

155. Defendants used Jordan’s identity, including his voice, in connection with their business operations. Specifically, Jordan’s voice appears on this website: <https://www.flighthelp.eu>. Jordan can be heard narrating the video that every single person who visits the website first clicks on to explain the business.

156. Defendants appropriated Jordan’s name and likeness to their advantage. Jordan’s name and likeness is being used to convey the idea behind and value of the business to consumers. On information and belief, consumers sign up to use the business’ services as a direct result of Jordan’s name and likeness being used.

157. Jordan did not consent to Defendants’ continued use of his name or likeness. To the extent Defendants claim Jordan consented at one time to the use, that consent was procured by Irina’s fraud and so invalid. It was also conditioned on Jordan’s involvement in the business, and was revoked when Defendants unlawfully ousted Jordan from the business as alleged herein.

158. As a result of Defendants’ misappropriation, Jordan has suffered actual injury in an amount to be proven at trial.

**SIXTEENTH CAUSE OF ACTION**

**(Quantum Meruit)**

**(Jordan Against Irina And Does 1-20)**

159. Jordan re-alleges and incorporates by reference the preceding paragraphs of this Complaint as if fully set forth here. This cause of action is premised on the alternative theory that FlightHelp’s Operating Agreement and the Partnership are unenforceable.

160. Defendants, through Irina, requested that Jordan provide services to them for the benefit of growing Defendants’ business of processing claims for consumers stemming from flight issues. Jordan provided such services throughout December 2022 through January 2024.

1 161. Defendants have not paid Jordan for the services.

2 162. The reasonable value of the services will be proven at trial, but totals at least  
3 \$225,000.00.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for relief against Defendants, jointly and severally, as  
6 follows:

7 **On the First Cause of Action for Fraud:**

- 8 1. For damages in an amount to be proven at trial, but including at least \$2,000,000;
- 9 2. For pre- and post- judgment interest at the highest allowable legal rate;
- 10 3. For punitive damages;
- 11 4. For costs of suit;
- 12 5. For such other or further relief, as the Court deems just and proper.

13 **On the Second Cause of Action for Breach of Fiduciary Duty:**

- 14 1. For damages in an amount to be proven at trial, but including at least \$2,000,000;
- 15 2. For injunctive relief;
- 16 3. For pre- and post- judgment interest at the highest allowable legal rate;
- 17 4. For punitive damages;
- 18 5. For costs of suit;
- 19 6. For an order requiring Defendants to disgorge and transfer to Jordan all  
20 unjustly retained benefits arising from Defendants' scheme to operate Wynn for their benefit;
- 21 7. For an order declaring a constructive trust and/or equitable lien(s) upon all assets  
22 Defendants hold interests in as a result of their inequitable conduct, including the Partnership's  
23 profits they have steered into their hands; and
- 24 8. For such other or further relief, as the Court deems just and proper.

25 **On the Third Cause of Action for Conversion:**

- 26 1. For damages in an amount to be proven at trial, but including at least \$2,000,000;
- 27 2. For pre- and post- judgment interest at the highest allowable legal rate;
- 28 3. For punitive damages;

- 1           4.     For injunctive relief;
- 2           5.     For an order declaring a constructive trust and/or equitable lien(s) upon all assets
- 3 Defendants hold interests in as a result of their inequitable conduct, including the Partnership's
- 4 profits they have steered into their hands;
- 5           6.     For costs of suit;
- 6           7.     For such other or further relief, as the Court deems just and proper.

7     **On the Fourth Cause of Action for Breach of Partnership:**

- 8           1.     For damages in an amount to be proven at trial, but at least \$2,000,000;
- 9           2.     For injunctive relief;
- 10          3.     For pre- and post- judgment interest at the highest allowable legal rate;
- 11          4.     For costs of suit; and
- 12          5.     For such other or further relief, as the Court deems just and proper.

13     **On the Fifth Cause of Action for Unfair Competition:**

- 14          1.     For damages in an amount to be proven at trial;
- 15          2.     For injunctive relief;
- 16          3.     For pre- and post- judgment interest at the highest allowable legal rate;
- 17          4.     For costs of suit; and
- 18          5.     For such other or further relief, as the Court deems just and proper.

19     **On the Sixth Cause of Action for Unfair Business Practices/Violation of Business and**  
20 **Professions Code § 17200, et seq.:**

- 21          1.     For civil statutory penalties;
- 22          2.     For injunctive relief;
- 23          3.     For restitution;
- 24          4.     For pre- and post- judgment interest at the highest allowable legal rate;
- 25          5.     For attorney's fees;
- 26          6.     For costs of suit; and
- 27          7.     For such other or further relief, as the Court deems just and proper.

28     **On the Seventh Cause of Action for Dissolution and Winding Up:**



1           1.       For a decree of the dissolution and liquidation of the Partnership and its asset,  
2 Wynn, including a decree that the Partnership and Wynn be wound up and dissolved in the  
3 manner provided by law, and a decree ordering the winding up of the Partnership and designating  
4 Jordan as the party who is to wind up its affairs, to dispose of its property, including Wynn, and,  
5 after collecting their assets or adequately providing for payment of the known debts and liabilities  
6 of the Partnership, to distribute the remaining assets of Wynn in the manner required by law and  
7 equity;

8           2.       For such ancillary orders and decrees as may be necessary to effectuate the  
9 Partnership's winding up and dissolution;

10          3.       For appointment of an receiver in the manner allowed by law or equity;

11          4.       For temporary, preliminary, and permanent injunctive relief to preserve the status  
12 quo pending trial;

13          5.       For an order requiring Defendants to disgorge and transfer to Jordan all unjustly  
14 retained benefits arising from Defendants' scheme to operate Wynn for their benefit;

15          6.       For an order declaring a constructive trust and/or equitable lien(s) upon all assets  
16 Defendants hold interests in as a result of their inequitable conduct, including the Partnership's  
17 profits they have steered into their hands;

18          7.       For attorney's fees;

19          8.       For costs of suit; and

20          9.       For such other or further relief, as the Court deems just and proper.

21 **On the Eighth Cause of Action for Violations of Penal Code § 496:**

22          1.       For actual damages in an amount to be proven at trial, but at least \$2,000,000;

23          2.       For treble damages of at least \$6,000,000 under Penal Code § 496 (c);

24          3.       For punitive damages;

25          4.       For attorney's fees under Penal Code § 496 (c);

26          5.       For costs of suit; and

27          6.       For such other or further relief, as the Court deems just and proper.

28

1 **On the Ninth Cause of Action for an Accounting:**

- 2 1. For a court order compelling production of all financial, accounting, and other  
3 corporate books and records of Wynn to Jordan;
- 4 2. For a constructive trust over all of the Partnership's assets to aid in the accounting;
- 5 3. For appointment of a referee to aid in the accounting;
- 6 4. For costs of suit; and
- 7 5. For such other or further relief, as the Court deems just and proper.

8 **On the Tenth Cause of Action for Breach of Contract – Failure to Pay Invoices:**

- 9 1. For damages in an amount to be proven at trial, but at least \$100,574.93;
- 10 2. For pre- and post- judgment interest at the highest allowable legal rate;
- 11 3. For costs of suit; and
- 12 4. For such other or further relief, as the Court deems just and proper.

13 **On the Eleventh Cause of Action for Breach of Operating Agreement:**

- 14 1. For damages in an amount to be proven at trial, but at least \$2,000,000;
- 15 2. For injunctive relief;
- 16 3. For pre- and post- judgment interest at the highest allowable legal rate;
- 17 4. For costs of suit; and
- 18 5. For such other or further relief, as the Court deems just and proper.

19 **On the Twelfth Cause of Action for Breach of Covenant of Good Faith and Fair Dealing:**

- 20 1. For damages in an amount to be proven at trial, but at least \$2,000,000;
- 21 2. For injunctive relief;
- 22 3. For pre- and post- judgment interest at the highest allowable legal rate;
- 23 4. For costs of suit; and
- 24 5. For such other or further relief, as the Court deems just and proper.

25 **On the Thirteenth Cause of Action for Specific Performance:**

- 26 1. For an order requiring Irina to make Wynn a subsidiary of Flighthelp;
- 27 2. For such other or further relief, as the Court deems just and proper.

28 **On the Fourteenth Cause of Action for Statutory Misappropriation:**

1. For damages in an amount to be proven at trial;
2. For profits per statute;
3. For injunctive relief;
4. For pre- and post- judgment interest at the highest allowable legal rate;
5. For costs of suit; and
6. For such other or further relief, as the Court deems just and proper.

**On the Fifteenth Cause of Action for Common Law Misappropriation:**

1. For damages in an amount to be proven at trial;
2. For injunctive relief;
3. For pre- and post- judgment interest at the highest allowable legal rate;
4. For costs of suit; and
5. For such other or further relief, as the Court deems just and proper.

**On the Sixteenth Cause of Action for Quantum Meruit:**

1. For a court order compelling payment of the reasonable value of services rendered by Plaintiffs to Defendants; and
2. For such other or further relief, as the Court deems just and proper.

DATED: September 16, 2024

SALISIAN | LEE LLP

By:   
\_\_\_\_\_  
Neal S. Salisian  
Marius Mateescu

Attorneys for Plaintiffs  
HOWARD SCOTT JORDAN II and  
FLIGHTHELP, LLC

# **EXHIBIT “A”**

## 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

# **EXHIBIT “B”**



Wyoming Secretary of State  
Herschler Bldg East, Ste.100 & 101  
Cheyenne, WY 82002-0020  
Ph. 307-777-7311

For Office Use Only  
WY Secretary of State  
FILED: Feb 8 2023 4:49PM  
Original ID: 2023-001221133

## Series and Close Limited Liability Company Articles of Organization

- I. The name of the series and close limited liability company is:  
FlightHelp LLC
  
- II. The name and physical address of the registered agent of the series and close limited liability company is:  
Riley Park  
30 N Gould St  
Ste R  
Sheridan, WY 82801
  
- III. The mailing address of the series and close limited liability company is:  
5110 Allison Ave  
CHARLOTTE, NC 28226
  
- IV. The principal office address of the series and close limited liability company is:  
30 N Gould St  
Suite R  
Sheridan, WY 82801
  
- V. The organizer of the series and close limited liability company is:  
Howard Scott Jordan  
5110 Allison Ave, Charlotte, NC, 28226  
  
Irina Ciochiu  
12011 Goshen Avenue, #103 Los Angeles, CA, 90049
  
- VI. Limitations on Liabilities:  
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.
  
- VII. Established Series:  
Ownership of WYNN CAPITAL MANAGEMENT SRL: FlightHelp LLC, 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 LLC 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 LLC. The assets of WYNN CAPITAL MANAGEMENT SRL shall be kept separate and apart from the assets of FlightHelp LLC 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.



VIII. Additional Article:

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.

Signature: Howard Scott Jordan Date: 02/08/2023

Print Name: Howard Scott Jordan

Title: Partner

Email: scott@flighthelp.eu

Daytime Phone #: (704) 408-1330

- I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- I acknowledge having read W.S. 6-5-308.

Filer is:  An Individual  An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Howard Scott Jordan Date: 02/08/2023  
Print Name: Howard Scott Jordan  
Title: Partner  
Email: scott@flighthelp.eu  
Daytime Phone #: (704) 408-1330



Wyoming Secretary of State  
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020  
Ph. 307-777-7311

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## Consent to Appointment by Registered Agent

Riley Park, whose registered office is located at 30 N Gould St, Ste R, Sheridan, WY 82801, voluntarily consented to serve as the registered agent for FlightHelp LLC and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Howard Scott Jordan** Date: 02/08/2023  
Print Name: Howard Scott Jordan  
Title: Partner  
Email: scott@flighthelp.eu  
Daytime Phone #: (704) 408-1330

STATE OF WYOMING  
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

FlightHelp LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 8th day of February, 2023 at 4:49 PM.

Remainder intentionally left blank.



Filed Date: 02/08/2023

A handwritten signature in cursive script that reads "Chuck Gray".

Secretary of State

Filed Online By:

Howard Scott Jordan

on 02/08/2023

