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HOWARD SCOTT JORDAN II and
7 FLIGHTHELP LLC

8
9 SUPERIOR 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;
18 WYNN CAPITAL MANAGEMENT SRL, a
19 Romanian limited liability company;
20 INTERNATIONAL FLIGHTHELP
21 MANAGEMENT INC., a California
22 corporation; FLIGHTHELP MANAGEMENT
23 LLC, a California limited liability company;
24 and DOES 3-20,

25 Defendants.

FILED
Superior Court of California
County of Los Angeles
06/16/2025

David W. Stryker, Executive Officer / Clerk of Court

By: J. Young Deputy

Case No. 24STCV05772

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

SECOND 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; AND**
14. **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,
3 International Flight Help Management, Inc., Flight Help Management, LLC, and Does 3-20
4 (collectively, “Defendants”):

5 **INTRODUCTION**

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

8 2. Defendants, knowing Mr. Jordan has extensive knowledge in developing
9 intellectual property for enterprises to scale their revenues, approached Mr. Jordan in November
10 2022, seeking to induce him to invest in a foreign Romanian enterprise desperately needing that
11 expertise. By way of fraudulent statements, they induced Mr. Jordan to invest over \$93,000 in
12 the enterprise. Defendants needed Mr. Jordan’s capital as well as coding and marketing expertise,
13 so they made him a partner in the enterprise.

14 3. Mr. Jordan toiled for a year for defendants and the Partnership, including during
15 his child’s birth, resulting in intellectual property that allowed the enterprise to make over
16 \$22,000,000 in 2023. Similar amounts were made in 2024 and 2025.

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

23 5. Mr. Jordan brings this action for legal and equitable relief arising out of
24 Defendants’ extrajudicial, retaliatory, and improper removal of him as a partner in the enterprise
25 and their use of the enterprise as a fraudulent means to benefit themselves, to both stop harm
26 caused to himself as well as the enterprise’s consumers—all of which has been inflicted by
27 Defendants’ unlawful conduct motivated by their callous greed.
28

THE PARTIES

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

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

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

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

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

11. Upon information and belief, defendant Wynn Capital Management SRL (“Wynn”) is, and at all times mentioned was, a Romanian limited liability company, doing business internationally, nationally, and in the County of Los Angeles, State of California. Although formed in Romania, Wynn’s “nerve center” where its operations were directed was in Los Angeles during the relevant period. Wynn filed documents with the California Secretary of State in April 2024 corroborating this reality. Per those documents, during the relevant period, Wynn maintained its records, agent for service of process, and principal place of business and mailing address in Los Angeles County, State of California. Wynn has a constant presence in California by way of its general agent and Chief Executive Officer Irina, who directs Wynn’s

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

3 12. Defendant International Flight Help Management, Inc. ("IFHM"), is, and at all
4 times mentioned was, a California corporation with its principal place of business in the County
5 of Los Angeles, State of California.

6 13. Defendant Flight Help Management LLC ("Flight Help Management"), is, and at
7 all times mentioned was, a California limited liability company with its principal place of
8 business in the County of Los Angeles, State of California.

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

14 15. Irina, Ion, Wynn, IFHM, and Flight Help Management are collectively referred to
15 as Defendants.

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

24 17. Upon information and belief, at all times mentioned, each of the Defendants was
25 the agent, servant, joint venture, co-conspirator, and/or employee of some or all of the remaining
26 Defendants, and in doing the things alleged, was acting within the course and scope of that
27 relationship, and with the full permission and consent of such Defendants. Plaintiffs are informed
28 and believe, and so allege, that Defendants ratified, approved, and adopted as his/her/its own

1 some or all of the acts of the other Defendants. Plaintiffs are informed and believe, and so allege,
2 that each of the Defendants materially aided in some or all of the unlawful conduct of the other
3 Defendants.

4 **JURISDICTION AND VENUE**

5 18. As to Irina, the Court has general jurisdiction over her because she was a resident
6 of Beverly Hills, Los Angeles, California, during the relevant period.

7 19. As to Ion, the Court has general jurisdiction over him because he was a resident of
8 Beverly Hills, Los Angeles, California, during the relevant period.

9 20. As to Wynn, the Court has general jurisdiction over it, resulting from its agency
10 relationship with Irina, who operates as its general agent in Los Angeles, California, and
11 maintains its principal place of business there, rendering Wynn's "nerve center" in Los Angeles,
12 California. Irina, as Wynn's alleged Chief Executive Officer, general agent, and administrator, is
13 Wynn's agent for service of process, who may accept process on its behalf in California. During
14 the relevant period, Irina directed Wynn's operations out of her Los Angeles residence, located at
15 12011 Goshen Ave #103, Los Angeles, California 90049, including by entering contracts on its
16 behalf, hiring and firing employees or affiliates of Wynn, directing Wynn's claims processing
17 team, and otherwise doing anything she deemed to be in Wynn's best interest. Irina has done this
18 since November 2022 through at least May 2024. Wynn relied on Irina to conduct its affairs
19 while she was in Los Angeles and her services to it were integral and crucial to its operations.

20 21. Venue is proper in this Court because the events described in this complaint took
21 place within the jurisdictional boundaries of the Court, and Irina is a resident of Los Angeles,
22 California. Without limitation, Irina engaged in the formation of the Partnership and unlawful
23 conduct related to it described below while residing in Los Angeles, California, and while acting
24 on behalf of Wynn and Ion as detailed in this Complaint.

25 22. By way of background and to provide further context, Plaintiffs hereby re-allege
26 and incorporate by reference Jordan's Declaration filed on July 11, 2024, in support of his Motion
27 for a Preliminary Injunction ("Jordan Decl.") and refer to it throughout this complaint.
28

GENERAL ALLEGATIONS

A. Founding Of The Business In November 2022.

23. Jordan is a serial entrepreneur with several successful companies, who has significant experience in all aspects of business operations. Jordan met Irina at a business event in Newport Beach, California, in 2018. [Jordan Decl., ¶14-15.]

24. Due to Jordan's business prowess, Irina desired a professional relationship with Jordan. The two became friends and kept in touch throughout the years, with the intention of perhaps eventually starting a business partnership. [Id., ¶15-16.]

25. In or around November 3, 2022, Irina approached Jordan intending to partner with him. Irina desired to create a partnership related to Wynn with Jordan. [Id., ¶17-29.]

26. Wynn is a Romanian entity that is engaged in the business of making claims on airport consumers' behalf in connection with flight delays and other issues stemming from airline travel. [Id., ¶3-13.] Specifically, the business is to solicit consumers in airports, by way of intellectual property developed by Jordan, to make claims on their behalf, predominantly for certain violations of European Union regulations. Wynn's employees direct consumers to sign powers of attorney allowing Wynn to submit the claims for violations of regulations on consumers' behalf, and Jordan's development efforts allowed this process to occur electronically without delay. Irina signs all powers of attorney to this day, and signed all of them while in Los Angeles during the relevant period of November 2022 through May 2024. After the claims are verified by the airlines, funds are generally received within 90 days. These funds should then be transferred to consumers, with Wynn retaining a portion for its services in enabling the entire process.

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

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

- "[T]o act on [Ion's] behalf and represent [him] before state authorities, control bodies, legal entities and individuals," in connection with Wynn.

- “For the purpose of fulfilling this mandate, [Ion’s] representatives [Irina and Geo] will carry out all operations related to [Wynn], including managing the company's bank accounts (deposit and withdrawal of money, payment orders, signing checks, settling balances, etc.)”
- “[Irina and Geo] will be able to represent [Ion] before any court of law, of any degree, making any request or statement on my behalf, administering evidence, challenging court decisions that are not final, or enforcing a final decision.”
- “[Irina and Geo] are also authorized to sign on my behalf and for me any additional acts regarding [Wynn], such as increasing the share capital, establishing secondary offices or new points of work and activity, adopting decisions within the company's board, managing and cashing any amount of money, from any company or individual, they can sign lease agreements, loan agreements, employment contracts, commercial contracts for the good conduct of the company's activity and collaboration contracts with material suppliers necessary for the company's activity, my representatives having full powers to establish the price, conditions, and terms of the contracts...and will be responsible to the authorities in the case of defective administration or in case of prejudice to the company.”

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

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

31. While residing in California, Irina, acting on Wynn’s behalf, solicited investment funds from Jordan to invest in Wynn and its business, despite not holding any licenses allowing

1 her to do so. [*Id.*] Jordan was intrigued by Wynn’s business model and the possibility of future
2 revenue and accounts receivable the business could create, but knew that it was necessary to
3 create systems to scale the business.

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

12 33. Irina and Jordan agreed to start the business in Romania through Wynn, and then
13 expand it, with the purpose of consolidating all the business’ revenue streams/accounts receivable
14 and selling off the business to financiers. To further this goal, Irina and Jordan agreed to share in
15 Wynn’s revenue/accounts receivable and profits as partners, as well as agreed to share in the
16 revenues and profits of any other entity engaged in Wynn’s business as partners. This was in
17 furtherance of Jordan and Irina’s ultimate goal of consolidating all these revenues streams under
18 an American company, and then selling off the business to financiers. On November 30, Irina
19 and Jordan discussed a pitch deck for the business, ideas for marketing the business’ services,
20 company finances and risks, strategy for moving forward with operations, and ultimately
21 expressly agreed to formally begin working together as partners.

22 34. Terms were further hashed out via correspondence on December 6, 8, 12, and 13.
23 After the Zoom meeting on December 12, 2022, Irina sent Jordan a recap of the meeting via
24 WhatsApp, and memorialized the agreement to partner: “Wyoming LLC to be done with the
25 operating agreement. Scott has 49% - Irina has 51% from the entire company and all the
26 subsidiaries that will be created. Essentially Irina takes care of the operation stuff, legal side,
27 claim processing, hiring and training the teams on the ground, customer service operations etc.
28 Scott takes care of the marketing and tech side, the website to work properly – create the systems

1 and flows for the claims to be processed with the tech team and takes care of the marketing
2 campaigns and work with the dev team .. as we grow we hire the right teams and release from our
3 responsibilities and we regroup our focus on what the company needs to grow.”

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

10 36. Irina and Jordan agreed to consolidate these revenues and profits in an American
11 entity. Irina and Jordan agreed the revenues and profits of all such entities would be consolidated
12 year after year under an American entity, with the aim of creating financial statements and selling
13 off the entire business (*i.e.*, the American entity and its subsidiaries). The Parties did not set a
14 specific timeframe on when the sale would occur. The Partnership was to end when the business
15 was sold off to financiers. Jordan and Irina agreed that she would be liable for all losses
16 concerning the processing/payment of consumer claims given Irina was responsible for operating
17 the part of the business creating such losses, while Jordan was responsible for developing
18 software and processes to scale the business and automate its revenues streams. [*See id.*, ¶3-13,
19 16-29.] Thus, the Partnership was for the undertaking of starting up and operating a claims
20 business, and the term was until the consolidation of the business’ revenue and selling off of the
21 business to financiers was completed. Essentially, the Partnership was to operate a holding
22 company and subsidiary companies engaged in the business of processing consumer claims
23 stemming from flight issues, and then sell off the business to financiers. Irina and Jordan agreed
24 to create Flighthelp for the purpose of carrying out their plan to consolidate revenues and sell the
25 business to financiers.

26 37. The Partnership was formed by express oral agreement between Jordan and Irina
27 in November and December 2022. The Partnership was later corroborated, affirmed, and ratified
28 by Jordan and Irina’s conduct in performing under the agreement as partners in the business from

1 December 2022 through December 2023. The Partnership was memorialized in a writing taking
2 the form of informal correspondence, including Irina’s own correspondence on December 12,
3 2022. The Partnership was also memorialized in March 2023 via Flighthelp’s operating
4 agreement, but that writing is unenforceable because it was procured by fraud as explained below.
5 The writing does not capture all material terms and is otherwise unenforceable.

6 38. The Partnership is the overarching agreement that governs the legal
7 relationship between Jordan and Defendants, and Jordan and Irina always intended and acted as if
8 this was their intent. In February and March of 2023, Jordan created Flighthelp merely as a
9 convenient method of carrying out the Partnership. Its operating agreement was created by
10 ChatGPT while Jordan was in a bank funding the business with his own money. Its provisions
11 are boilerplate, and neither Jordan nor Irina had any specific understanding of what the provisions
12 meant or did. The intent of this operating agreement was to memorialize the Partnership.

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

27 40. The Operating Agreement expressly grants Irina and Jordan “authority to manage
28 any subsidiaries,” which expressly includes Wynn. [*See id.*] The operating agreement and the

1 parties' subsequent conduct makes clear that Irina was an agent of Flighthelp in connection with
2 Wynn's revenues and profits. As explained herein, Irina was entrusted with and received funds
3 and confidential information pertaining to the Partnership. That agency and receipt of
4 confidential information created fiduciary duties as a matter of law. Irina was required to act in
5 line with the operating agreement and her duties and obligations to the Partnership. Among other
6 things, she was required to handle the funds/assets and confidential information pertaining to the
7 business with care, only use the funds/assets for the benefit of the Partnership, not divert or
8 dissipate the funds/asset for her benefit but rather allow Flighthelp to establish an ownership
9 interest in them, not act without Jordan's consent, and take steps to ensure Wynn and any other
10 entity she controls engaging in its business becomes a subsidiary of Flighthelp. She did none of
11 those things.

12 41. Flighthelp's Operating Agreement was procured by Irina's fraud. The Operating
13 Agreement and all its provisions are therefore unenforceable. Nevertheless, the Operating
14 Agreement is a writing memorializing the Partnership's existence for purposes of any statute of
15 frauds defense. The Operating Agreement also supports claims against Irina, to the extent that
16 this Court deems it enforceable. Jordan will allege claims in the alternative, accounting for both a
17 scenario where the Operating Agreement is enforceable and a scenario where it is unenforceable.

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

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

23 43. On December 20, 2022, Irina granted Jordan access to "flighthelp.eu," which lists
24 Irina as the "CEO & Co-Founder" of the business and Jordan as the "CTO and Co-Founder," and
25 which is available here: <https://web.archive.org/web/20230314022930/https://flighthelp.eu/>. [Id.,
26 ¶35.] Both Wynn and Flighthelp exclusively used flighthelp.eu and the "FlightHelp" trade name
27 for all business operations, including all external communications with passengers. On
28 information and belief, Irina now uses flighthelp.eu and the "FlightHelp" trade name exclusively

1 for Wynn and/or defendants International Flight Help Management and/or Flight Help
2 Management’s benefit—diverting the Partnership’s assets to herself. [*See id.*]

3 44. In late-December 2022, Jordan and Irina interviewed James Cho of San Diego for
4 a VP of sales position with Wynn. Jordan and Irina ultimately decided not to hire him. [*See*
5 Jordan Decl., ¶39.]

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

10 46. In February 2023, Jordan replaced the first team with Irina’s blessing, after
11 discovering they over quoted work. Jordan began working alongside other developers. They
12 developed the first stage of intellectual property necessary to fulfilling the Partnership’s goal of
13 developing intellectual property to increase and own Wynn’s revenue. Jordan and the developer
14 spent countless hours creating, revising, modifying, refining, and ultimately making functional
15 the website/web application that the Partnership allowed Wynn to use to create revenue for the
16 Summer of 2023, and which is used to this day. Irina, Wynn, and Ion agreed to these
17 arrangements because it was cheaper than hiring full teams, and also agreed that Flighthelp could
18 invoice Wynn for services rendered with full knowledge of how those services were to be
19 rendered, given the astronomical cost savings. Indeed, when Jordan set out the “three major
20 things” he was working on, Irina said “[g]reat job” and called him a “[g]enius.” [*Id.*, ¶29-48.]

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

1 48. Jordan provided input into all aspects of the business. [*Id.*, ¶126] A few
2 examples:

- 3 • On April 19, 2023, Jordan created a TrustPilot account for Flighthelp, so
4 consumers can leave reviews, in furtherance of the goal of Wynn growing its
5 revenue and market share. Yet Irina destroyed the value of that account by
6 failing to pay out consumer claims resulting in mass complaints. [*Id.*, ¶71.]
- 7 • On July 14, 2023, Jordan fixed an issue with flighthelp.eu’s website created by
8 the team of developers Irina hired. [*Id.*, ¶84.]
- 9 • In September 2023, Jordan created innovations to the flighthelp.eu website that
10 were approved by Irina and Geo acting as Wynn’s administrators, and coded
11 flighthelp.eu’s website to target California consumers, resulting in Wynn
12 having continuing obligations to, and transacting with, them. [*Id.*, ¶101-103.]
- 13 • Jordan created advertisements for the business in October 2023, although Irina
14 effectively refused to provide her input on them. [*Id.*, ¶104-106.]
- 15 • Jordan facilitated the business’ expansion into Albania, London, and Poland in
16 October 2023, while providing input into hiring and firing. [*Id.*, ¶106-118.]
- 17 • Jordan created systems automating the intake of consumer claims. [*Id.*, ¶¶30,
18 45, 75, 87, 89, 100.]

19 49. Irina revealed that Wynn was in financial trouble as the Summer 2023 season was
20 approaching, when the benefits of Jordan’s efforts—*i.e.*, consumer claims totaling over
21 \$22,000,000 arising from the Partnership’s intellectual property developed by Plaintiffs—were
22 becoming foreseeable. Irina, on Wynn’s behalf, demanded that Jordan provide Wynn with an
23 immediate capital infusion, lest it default on its lease and fail to pay its employees’ wages. Jordan
24 advanced the Partnership over \$68,000 for it to pay Wynn’s operational expenses. The reality
25 was that Irina—believing Jordan’s efforts were ending and foreseeing how much revenue Wynn
26 was going to make due to them—created this capital call as a pretext to freeze out Jordan from
27 the Partnership, but Jordan had sufficient capital on hand and the pretext did not work.
28

1 50. Jordan harbored suspicions concerning Irina after this episode, but reasonably
2 believed that she was faithfully discharging her roles pertaining to the Partnership due to a lack of
3 hard evidence to the contrary.

4 51. Jordan continued toiling on the website and developing intellectual property for
5 the Partnership/Flighthelp to provide to Wynn throughout the Summer of 2023, working eighty-
6 hour weeks, including during his child's birth. He was committed to ensuring that the Partnership
7 was a success.

8 52. Unfortunately, further suspicions arose. On June 28, 2023, Jordan reviewed all
9 business records to which he had access, and noted a decrease in claims payment volume, which
10 did not correlate to the large increase in incoming claims. Geo plausibly explained the
11 discrepancy away while Irina went on a suspect trip to Argentina and Chile in which it is believed
12 that she opened accounts to divert the Partnership's funds from Wizz Air to herself, and, indeed,
13 it appears Irina has failed to pay passengers roughly 80% of 2023 approved and paid out claims
14 (in addition to failing to pay Jordan). [*Id.*, ¶¶ 5, 79-82, 138.]

15 53. Irina and Geo also refused to provide financial statements for Wynn in July 2023
16 through January 2024 despite repeated requests, compounding Jordan's suspicions of foul play
17 and preventing his ability to secure financing for the business. [*Id.*, ¶83.] This suspicion
18 intensified when Irina showed a total disregard for customers in August 2023, indicating she
19 would dissipate funds for herself to purportedly grow Wynn's operations, and later in January
20 2024 when she refused to nest Wynn within FlightHelp LLC. [*Id.*, ¶89-98.]

21 54. Ultimately, Irina failed and refused to create proper accounting records for 2023,
22 so once-interested financiers abandoned their interest in the business. [*Id.*, ¶111.]

23 55. By the end of December 2023, Wynn's operations—saved by Jordan's capital
24 infusions and Plaintiffs' efforts—had generated significant revenue and accounts receivable
25 believed to exceed \$22,000,000.00, according to bank statements, powers of attorney, and other
26 documents, but at least 9,000,000 Euro according to Irina's own public statements. [*Id.*, ¶80,
27 138.]
28

1 56. At that point, Irina began her scheme to sever Jordan—Jordan, unaware, continued
2 to contribute his services to the Partnership, both as Flighthelp’s Chief Technology Officer and in
3 his capacity as a partner in the Partnership, without receiving a salary. [*Id.*, ¶128-160.]

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

6 57. In or around November or December 2023, Irina agreed to provide Jordan with a
7 salary of \$19,366 per month from Wynn’s revenue, which Jordan accepted. But Irina, guided by
8 avarice, and seeing that the Partnership was more profitable than she could imagine, promptly
9 caused Wynn to provide her an excessive and unauthorized salary of \$21,478 per month—a
10 disguised dividend from herself to Wynn that was not specifically authorized by Jordan, who
11 received no salary for 2023. Irina also hired an accounting firm for Wynn that has refused to
12 interact with Jordan for no reason. Wynn then refused to pay anything out to Flighthelp for the
13 services it contracted for on Wynn’s behalf, which has rendered development efforts impossible,
14 and nullified the Partnership’s ability to carry on its business.

15 58. On December 12th, 2023, Irina and Jordan spoke on the phone for nearly two hours
16 [Jordan Decl., ¶128.] Irina disclosed to Jordan for the first time that she does not own Wynn, but
17 that she is only its CEO. She also told Jordan she will not cause Wynn to pay his salary. Jordan
18 and Irina continued to have disagreements after Irina’s fraud was revealed.

19 59. On December 20, 2023, Jordan noticed that Irina was threatening legal action
20 against Wynn’s employees related to overpayments by the purported accounting team hired by
21 Irina. Jordan told Irina not to do this, but she told him: “Unless you want to pay this from your
22 cut I’m not gonna pay it.” Jordan told her the “company” should “take it on the nose,” but Irina
23 said “I’m not taking the loss. You can take decision on your side but not on my side.” Irina
24 indicates “[i]f you want to run the team please go [sic] so,” and otherwise allows Jordan to “take
25 over the team and [she] back off,” showing that Jordan was vested with the right to direct Wynn’s
26 affairs and the affairs of the Partnership as of December 20, 2023. [Jordan Decl., ¶133.]

27 60. On January 4, 2024, Jordan and Irina had a meeting where she acknowledged the
28 Partnership’s purpose is to own Wynn, and made clear her intent to sever and freeze Jordan out of

1 the Partnership. [*Id.*, ¶137-141.] Irina indicated Wynn is over \$300,000 in debt, despite Wynn’s
2 accounts receivable indicating over \$22,000,000 in customer claims that Wynn is expected to
3 receive from various third-party airlines, of which at least \$4,200,000 it has already received. At
4 least \$2,000,000 was in Defendants’ possession per Wynn’s December 2023 year-end bank
5 statement in the form of cash. It appears Defendants have dissipated this money in furtherance of
6 their scheme to sever Jordan.

7 61. During the call, Irina admits she has failed to transfer to Jordan anything from the
8 “9,000,000 Euro” or “\$15,000,000 in profit” she publicly admits to having received on
9 consumers’ behalf via Wynn’s operations (she instead created defendants IFHM and Flight Help
10 Management to further her scheme to divert the claims flow received from third party airlines to
11 herself, rather than act in accord with the Partnership and transfer all revenue to FlightHelp LLC
12 for the purpose of consolidating the business’ revenue and then selling off the business to
13 financiers). [*Id.*, ¶138(n).]

14 62. After this call, Irina took numerous steps to exclude Jordan from the Partnership.

15 63. First, she removed Jordan’s access to Wynn’s ING bank account, then directed
16 Wynn’s “new accountant” to stop paying for all of Jordan’s development efforts and refused to
17 allow Jordan to talk to them, and cut off his access to Wynn’s bank account. [*Id.*, ¶143-146.]

18 64. Second, she outsourced Jordan’s role to contractors who have received Plaintiffs’
19 intellectual property and are allowing Irina to divert consumer funds as consumers complaints
20 continue to mount.

21 65. She then simultaneously seized control of Jordan’s accounts by impersonating
22 him. She then created DOE 1, IFHM, and DOE 2, Flight Help Management, to further her
23 scheme to divert funds from the Albania operations to which Flighthelp was contracted to
24 herself—a scheme corroborated by Geo acting as Wynn’s administrator. [*See id.*, ¶138, 144-145,
25 147, 149-158.]

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

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

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

7 69. On January 28, 2024, Irina engaged in criminal conduct by impersonating Jordan,
8 accessing his email without authorization, changing his passwords, and locking him out of any
9 and all Wynn/Flighthelp-related accounts, including accounts still being funded by recurring
10 transactions. Irina also broke into FlightHelp's Github account, changed Jordan's access
11 credentials, removed developers, and stole source code, which has caused the account to be
12 locked.

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

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

21 72. Unless enjoined, Irina will continue to engage in criminal and unlawful conduct to
22 sever Jordan from the Partnership at all costs and deplete Wynn's 2023/2024/2025 revenues for
23 her benefit. Indeed, Irina has used the Partnership's funds earmarked for consumers to pay for
24 Wynn's operating expenses without Jordan's consent, and Defendants are actively dissipating
25 Wynn's revenue as evidenced by Romanian news outlets reporting that they have received
26 numerous complaints from consumers who have not received funds from Wynn despite demand,
27 in addition to Facebook groups being created by defrauded consumers complaining of not
28 receiving payment. Defendants have defrauded Romanian consumers and Jordan by not handling

1 funds owed to them within Defendants' possession consistent with the property interests of
2 consumers and Jordan.

3 73. On information and belief, Irina has purposefully and maliciously caused her
4 agents to sever Jordan from the Partnership and made it impossible for the Partnership to continue
5 to carry out its purpose of owning Wynn out of spite because she believes Flighthelp's corporate
6 governance structure—specifically Jordan's managerial authority, in some aspects, per
7 Flighthelp's Operating Agreement—is unfavorable to her, despite consenting to it. Further,
8 Irina's position is nonsensical because Jordan and her have the same managerial authority
9 pertaining to Wynn and Flighthelp's business operations, as, assuming *arguendo* the operating
10 agreement is enforceable, Jordan and Irina both can control the operations of the business.

11 74. In short, Defendants have completely precluded Jordan from realizing any of the
12 Partnership's benefits or the benefits of his roles within Flighthelp, and have made it impossible
13 for Jordan to discharge his roles within the Partnership, Flighthelp, and/or Wynn by refusing to
14 interact with him. Irina has refused to provide Jordan with any benefits from the Partnership
15 despite using him for a year. Irina is now hoarding and actively dissipating by way of unlawful
16 conduct the Partnership's assets for herself, resulting in consumer claims, liability exposure, and a
17 risk of imminent insolvency.

18 75. On information and belief, Ion, IFHM, Flight Help Management, and Wynn are
19 aware of all of the above unlawful conduct, have ratified it, and have taken no steps to stop it such
20 as preventing Irina from accessing Wynn's accounts—all for the purpose of benefiting from it.

21 76. On information and belief, Defendants received between \$2,000,000.00 -
22 \$20,000,000.00 in Wynn's revenues/net profits/cash flow for 2023 as well as similar amounts in
23 2024 and there is no reason to believe 2025 will be different, and Defendants continue to
24 withhold these amounts due to Flighthelp, and distributions due to Jordan, without any legal
25 basis. In other words, despite the Partnership's business making millions of dollars in 2023 and
26 2024, all of which should have been transferred to Flighthelp or at least accounted for, Flighthelp
27 has received no funds and has no knowledge of any funds for purposes of discharging the
28 Partnership's goal of consolidating Wynn's revenue (and any other entities' revenue engaged in

1 the Partnership's claims business) to sell the business to financiers, and Jordan has received no
2 distributions from the Partnership consistent with his 49% interest in the business.

3 77. Defendants brazenly contend, and their conduct shows that, they will never
4 account for funds belonging to the Partnership nor issue any distributions to Jordan absent
5 judicial compulsion—an order of specific performance commanding Defendants to perform is
6 warranted. And because Defendants will continue to dissipate the Partnership's assets for their
7 benefit unless this Court stops them, injunctive relief is proper.

8 **FIRST CAUSE OF ACTION**

9 **(Fraud – Intentional Misrepresentation)**

10 **(Jordan Against Irina)**

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

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

26 80. Irina knew these representations were false. Contrary to her misrepresentations,
27 Irina does not own Wynn's equity, although she is its purported Chief Executive Officer with
28 general authority to bind it. And her intent in making the misrepresentations was to cut Jordan

1 out of the Partnership and preclude him from realizing the benefits of his interest in Wynn's
2 assets after using him to develop intellectual property for Wynn.

3 81. Jordan justifiably relied on Irina's misrepresentations. Specifically, Irina uttered
4 these misstatements while clothed in actual and/or ostensible authority to act on Wynn's behalf as
5 its apparent Chief Executive Officer, making Jordan's reliance on her misrepresentations
6 justifiable and reasonable under the circumstances. For example, Irina provided Jordan with
7 access to one of Wynn's bank accounts, which, on information and belief, is only one of multiple.

8 82. Based on this reliance, Jordan continued to his detriment to develop intellectual
9 property for the Partnership to be used by Wynn for purposes of increasing its revenue and
10 allowing it to operate the Partnership's enterprise, continued to fund the Partnership for purposes
11 of funding Wynn's operations, and continued to provide goods and services to the Partnership—
12 all in discharge of his roles as a partner in the Partnership and managing member of Flighthelp.

13 83. As a direct and proximate result of Irina's misrepresentations, Jordan transferred at
14 least \$67,000 to the Partnership/Flighthelp, which transferred the funds to Wynn to fund its
15 operations, expecting to receive a 49% interest in Wynn and/or already thinking such interest had
16 been received by way of Flighthelp's Operating Agreement. Jordan also spent hundreds of hours
17 on the Partnership developing intellectual property for Flighthelp to provide to Wynn to increase
18 its revenues.

19 84. Jordan, although now holding an interest in Wynn through his interest in the
20 Partnership, has nevertheless not received the interest in Wynn which he was promised by Irina—
21 a free and clear interest in 49% of Wynn's equity. As a result, Jordan has suffered damages in an
22 amount to be proven at trial, but at least equal to the value of 49% of Wynn's 2023 profits of
23 between \$2,000,000.00-\$20,000,000.00, its expected profits for 2024 which are expected to
24 exceed \$20,000,000.00, and its future profits in perpetuity to be determined by further analysis,
25 plus pre- and post- judgment interest at the maximum legal rate on these amounts, and costs.

26 85. In addition, Jordan is informed and believes, and so alleges, that Irina's acts were
27 done with sufficient malice, fraud, and/or oppression, and in conscious disregard for Jordan's
28 rights and with the intent to cause injury to Jordan and to profit at his expense, such that the

1 imposition of punitive damages is appropriate and necessary. Specifically, Irina has and is
2 knowingly preventing Jordan from exercising his rights in the Partnership, Flighthelp, and/or
3 Wynn. And Irina knows Jordan is entitled to exercise these rights given correspondence and
4 communications between the two of them, as well as Irina's own public statements. Yet, on the
5 basis of a sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze
6 Jordan out of the Partnership, Irina is preventing Jordan from exercising his rights in the
7 Partnership, Flighthelp, and/or Wynn. Accordingly, Jordan is entitled to an award of exemplary
8 and punitive damages against Irina.

9 **SECOND CAUSE OF ACTION**

10 **(Breach of Fiduciary Duty)**

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

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

14 87. As a partner in the Partnership, Irina owed and owes a fiduciary duty to Jordan.
15 As a person exercising control over Wynn with knowledge that it is the Partnership's asset, Irina
16 and Ion owed and owes fiduciary duties to Jordan.

17 88. These fiduciary duties and right to exercise managerial authority and control in
18 connection with Flighthelp's assets and the Partnership's assets required and requires Irina and
19 Ion to act with proper skill and diligence and not make a personal profit at the expense of the
20 Partnership, and includes, among other things: (1) using any ability to control Wynn in a manner
21 that was fair, just, and equitable to all of the partners in the Partnership, including Jordan; (2) to
22 act only in the best interest of the Partnership and its interest holders, and to protect their interests
23 and assets, including Wynn; (3) to refrain from engaging in grossly negligent or reckless conduct,
24 intentional misconduct, or a knowing violation of law, including in connection with Wynn's
25 operations; (4) to discharge duties to the Partnership and their interest holders and exercise any
26 rights in the Partnership or its assets, including Wynn, consistently with the obligation of good
27 faith and fair dealing, and not prefer Irina's and Ion's interests over Jordan's interests; and (5) to
28

1 refrain from doing anything that would injure the Partnership and its interest holders, including
2 controlling Wynn for Defendants' personal benefit to Jordan's detriment.

3 89. Upon information and belief, Irina and Ion breached their fiduciary duties to
4 Jordan's detriment by, among other things, failing to do the things required of them as a fiduciary
5 to Jordan given their roles in the Partnership, which required them to discharge their roles in
6 Wynn in accordance with the Partnership's interest in Wynn. This includes, without limitation:
7 failing to comply with the terms of the Partnership and applicable law; mismanaging the
8 Partnership and its assets, including, without limitation, Wynn's revenues for 2023 and 2024,
9 resulting in consumer claims against Wynn; engaging in self-dealing by providing themselves
10 with an unauthorized salary and distributions in the amount of at least \$1,000,000.00; usurping
11 the Partnership's business opportunities; paying their personal legal fees, audit fees, and other
12 personal expenses in an unknown amount expected to exceed \$100,000.00; excluding Jordan
13 from the Partnership's activities or assets without justification or excuse; and concealing certain
14 financial and other documents belonging to the Partnership.

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

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

27 92. Defendants' acts are continuing. Unless enjoined, Defendants will continue to
28 reap the benefits of their wrongful and unlawful conduct in connection with the Partnership to the

1 direct detriment of Jordan. Immediate injunctive relief is therefore warranted. Further, a
2 constructive trust over all of the Partnership's profits wrongfully in Defendants' hands is
3 warranted. [*See generally*, Jordan Decl.]

4 93. In addition, Jordan is informed and believes, and so alleges, that Defendants' acts
5 were done with sufficient malice, fraud, and/or oppression, and in conscious disregard for
6 Jordan's rights and with the intent to cause injury to Jordan and profit at his expense, such that the
7 imposition of punitive damages is appropriate and necessary. Specifically, Defendants have and
8 are knowingly preventing Jordan from exercising his rights in the Partnership, Flighthelp, and/or
9 Wynn. And Defendants know Jordan is entitled to exercise these rights. Yet, on the basis of a
10 sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze Jordan out
11 of the Partnership, they are preventing Jordan from exercising his rights in the Partnership,
12 Flighthelp, and/or Wynn. Accordingly, Jordan is entitled to an award of exemplary and punitive
13 damages against Defendants. [*See id.*]

14 94. Imposition of these fiduciary duties is consistent with the reality that Flighthelp's
15 Operating Agreement, including its merger clause, is unenforceable for being procured by fraud.
16 The reality is that the Partnership, comprised of oral, written, and implied elements, governs the
17 legal relationship between Irina and Jordan. Setting that aside, the Operating Agreement
18 expressly grants Irina the right to control Wynn, which carries with it a corresponding fiduciary
19 duty to control Wynn for Flighthelp's benefit. Nothing in the law forecloses the imposition of
20 fiduciary duties on limited partners or members in scenarios where they exercise control over
21 operations of the entity at issue, as Irina has done.

22 **THIRD CAUSE OF ACTION**

23 **(Conversion)**

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

25 95. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this
26 Complaint as if fully set forth here.

27 96. At all times relevant, the Partnership had a right to receive and possess all of
28 Wynn's revenues/profits for purposes of consolidating them under Flighthelp and eventually

1 selling off the entire business of processing consumer claims stemming from flight issues to
2 financiers, as agreed by Irina, Jordan, and Ion. Jordan, through his interest in the Partnership and
3 Flighthelp, had a right to receive and possess not less than 49% of profits from Wynn's operations
4 in perpetuity as set out in Flighthelp's Operating Agreement and Flighthelp's Articles of
5 Organization.

6 97. Upon information and belief, Wynn's profits for 2023, per its bank statement, was
7 at least \$1,932,514.06, as of December 31, 2023 (the "Funds").

8 98. None of the Funds have been distributed to Jordan or Flighthelp, despite
9 entitlement to this amount under the Partnership and Flighthelp's governing documents, and
10 despite Plaintiffs' demand for them. The Funds must be distributed to Flighthelp to consolidate
11 business revenues for purposes of creating financial statements in line with the ultimate goal of
12 selling the business off to financiers, and a distribution from Flighthelp to Jordan of any profits is
13 required in line with his interest in the Partnership/Flighthelp.

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

27 100. As a direct and proximate result of Defendants' conduct described above,
28 Defendants intended to cause, and have in fact caused, and/or were a substantial factor in causing,

1 actual harm to Plaintiffs, and are liable to Plaintiffs in an amount to be proven at trial, but no less
2 than the value of the Funds in Wynn's ING Bank Account on December 31, 2023 that were
3 dissipated and diverted by Defendants at Irina's instruction (*i.e.*, at least \$1,932,514.06).

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

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

17 **FOURTH CAUSE OF ACTION**

18 **(Breach of Partnership Agreement)**

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

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

22 104. The Partnership is a valid, binding contract between Irina, Ion as Wynn's owner,
23 and Jordan, to own and consolidate Wynn's assets, including revenue/profits, as well as the
24 assets, including revenue/profits, of any other entity engaged in the business of pressing consumer
25 claims stemming from flight issues, through the instrumentality of Flighthelp, for purposes of
26 selling off the business to financiers. Flighthelp's Operating Agreement and Articles of
27 Organization evidence the intent to partner to startup a claims business. However, those
28 documents are unenforceable because they were procured by Irina's fraud. The Partnership is

1 thus oral and implied by conduct along with correspondence, with Flighthelp's Operating
2 Agreement and Articles of Organization functioning merely as evidence of the existence of the
3 Partnership sufficient to overcome any statute of frauds defense to the extent necessary.

4 105. Irina entered into the Partnership in her individual capacity and on Wynn's and
5 Ion's behalf as Wynn's apparent Chief Executive Officer, administrator, and under her express
6 authority to bind Wynn and Ion per the Special Power of Attorney as Wynn's general agent.
7 Further, by receiving the benefits of Jordan's development efforts and otherwise acting as
8 partners, Wynn and Ion ratified, approved, and/or adopted the terms of the Partnership, which
9 included transferring all funds from Wynn's operations to an American entity for purposes of
10 selling off the entity in the future, as well as Jordan's entitlement to a 49% distribution of the
11 profits of Wynn and any other entity engaged in its business. Indeed, on March 3, Ion personally
12 gave Jordan access to Wynn's bank account, and, on March 12, Ion took possession of money
13 Jordan transferred to Wynn's account. Wynn's administrator in Romania, Geo, also assented to
14 and ratified the Partnership by way of her communications with Jordan to that effect. As a result,
15 Jordan is entitled to all assets from Wynn's operations, including funds transferred to it from
16 airlines, to be held in trust for the Partnership, which must be placed in Flighthelp's bank account
17 (or the bank account of another American entity, per the Partnership, or escrow), and is also
18 entitled to a 49% distribution from the profits of Wynn (and any entity that should be a "series" of
19 Flighthelp because it is engaged in Wynn's business) pursuant to the Partnership—all in
20 perpetuity until the Partnership is properly dissolved and wound up.

21 106. Jordan has performed under the Partnership Agreement and/or has done or is
22 excused from doing all things required of him under the Partnership Agreement as a result of
23 Defendants' unlawful conduct alleged in this complaint, which has prevented Jordan from
24 discharging his roles in the Partnership and Flighthelp.

25 107. Defendants have breached the Partnership Agreement by: not distributing Wynn's
26 assets including funds from operations to Jordan so he can place them in an American entity's
27 bank account /escrow for purposes of consolidating revenue / assets of the claims business to sell
28 it off to financiers; refusing to cause Wynn to take any steps to ensure that 49% of Wynn's profits

1 for 2023 and 2024, which totals between at least \$2,000,000.00-\$20,000,000.00, is distributed to
2 Jordan as required by the Partnership; freezing Jordan out of Wynn and the Partnership's
3 operations; sabotaging Wynn's operations, rendering them akin to a Ponzi scheme; mismanaging
4 Wynn's contracts and transactions and using funds from operations earmarked for consumers to
5 fund Wynn's growth rather than timely pay consumers, resulting in consumer claims against
6 Wynn; failing to pay Wynn's expenses as they come due with working capital; hiring third party
7 entities and passing off Jordan's efforts to them without his authorization or consent while paying
8 them with funds belonging to consumers, and while refusing to distribute anything to Jordan;
9 paying themselves disguised dividends taking the form of unauthorized salaries and payment of
10 personal expenses like trips, vacations, and gifts; and otherwise treating Wynn's assets/
11 revenues/profits as if they were not the Partnership's assets—but rather part of Defendants'
12 personal piggy bank.

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

16 **FIFTH CAUSE OF ACTION**

17 **(Unfair Competition)**

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

19 109. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this
20 Complaint as though fully set forth here.

21 110. Upon information and belief, Defendants engaged in the fiduciary duty breaches
22 and other unlawful conduct described in this Complaint with the design and purpose of injuring
23 Jordan, the Partnership, and/or Flighthelp, all of whom have devoted substantial time and energy
24 to develop property for the purpose of using it in the business of processing consumer claims
25 stemming from flight issues started by Irina and Jordan. Defendants misappropriated Plaintiffs'
26 property to obtain an unfair competitive advantage in soliciting or profiting from the
27 Partnership's/Flighthelp's assets, customers, and contacts in contravention of the confidential,
28 agency, and partnership relationship between Defendants and Plaintiffs. Defendants usurped the

1 Partnership's/Flighthelp's business relationships, opportunities, and assets for themselves in
2 violation of the fiduciary relationship created by their receipt of Plaintiffs' assets. Irina has
3 started a new venture to unlawfully compete with Plaintiffs and is using IFHM and/or Flight Help
4 Management as a conduit to do so. Irina has diverted Flighthelp's contract allowing it to operate
5 in Albania to IFHM. She has outsourced Jordan's role to Romanian entity "Codeagile," and
6 provided them with unauthorized access to the Partnership's property. Irina is also allowing all
7 negative reviews related to her conduct in failing to pay out claims as Wynn's CEO and
8 administrator to fall on Flighthelp while passing off Flighthelp's goods to IFHM and Flight Help
9 Management so that their business operations can continue while Flighthelp's business is crippled
10 by Irina's purposeful scheme to destroy it. [See Jordan Decl., ¶¶89, 98, 106-108, 144, 149, 150,
11 156, 158.]

12 111. As alleged above, Defendants' misappropriation of the Partnership's property,
13 including, without limitation, Flighthelp's intellectual property, confidential information, and
14 trade secrets, and breach of fiduciary duties was unlawful and disrupted Plaintiffs' economic
15 relationships and precluded them from pursuing opportunities they were entitled to pursue,
16 including owning Wynn and other entities engaged in its business, along with distributions and
17 other benefits related to their operations. Plaintiffs have also suffered lost market share due to
18 this conduct and have lost their right, title, and interest in valuable property and confidential
19 information belonging to them.

20 112. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have
21 been, will be, and/or may be deprived of business and have suffered damages as a result, in an
22 amount to be proven at trial.

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

1 basis of a sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze
2 Jordan out of the Partnership, they are preventing Plaintiffs from exercising their rights in the
3 Partnership, Flighthelp, and/or Wynn. Accordingly, Plaintiffs are entitled to an award of
4 exemplary and punitive damages against Defendants.

5 **SIXTH CAUSE OF ACTION**

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

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

8 114. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this
9 Complaint as if fully set forth here.

10 115. Defendants' acts and omissions as alleged in this Complaint violate Business and
11 Professions Code Section 17200, *et seq.* Such conduct includes, without limitation, the breaches
12 of duties, conversion, *ultra vires* acts, unfair competition, and commission of waste, all of which
13 constitute unlawful, unfair, and fraudulent business acts or practices within the meaning of
14 Business and Professions Code Section 17200, *et seq.* Defendants have knowingly prevented and
15 are preventing Plaintiffs from exercising their rights pertaining to their roles in Wynn and/or the
16 Partnership. Defendants know Plaintiffs are entitled to exercise these rights. Yet, on the basis of
17 a sham and a pretext intended to further Defendants' illegal scheme to unlawfully freeze Jordan
18 out of the Partnership, they are preventing Plaintiffs from exercising these rights.

19 116. These unlawful, unfair, and fraudulent business practices have caused harm to
20 Jordan and have benefited Defendants. As such, Jordan is entitled to all remedies available under
21 Business and Professions Code Section 17203.

22 **SEVENTH CAUSE OF ACTION**

23 **(Partnership Dissolution)**

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

25 117. Jordan re-alleges and incorporates by reference the preceding paragraphs of this
26 Complaint as though fully set forth here.

27 118. Jordan and Irina are partners in the Partnership, which owns the right to receive
28 Wynn's assets including revenues and profits as well as the assets/revenues/profits of any entity

1 engaged in its business, notwithstanding Flighthelp's Operating Agreement, which is
2 unenforceable because it was procured by Irina's fraud.

3 119. Grounds for dissolution and winding up of the Partnership now exist, including
4 that: (1) the economic purpose of the Partnership of owning Wynn, its assets, and its
5 revenue/profits has become and now is unreasonably frustrated by way of Defendants' unlawful
6 conduct alleged in this Complaint; (2) Irina has engaged in conduct relating to the Partnership's
7 business making it not reasonably practicable to carry on the business of the Partnership with
8 Irina as a partner; and (3) it is not otherwise reasonably practicable to carry on the Partnership's
9 business in conformity with the agreement governing the Partnership given Defendants' unlawful
10 conduct.

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

14 **EIGHTH CAUSE OF ACTION**

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

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

17 121. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this
18 Complaint as though fully set forth here.

19 122. Penal Code section 496(a) provides, in part: "Every person who buys or receives
20 any property that has been stolen or that has been obtained in any manner constituting theft or
21 extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or
22 aids in concealing, selling, or withholding any property from the owner, knowing the property to
23 be so stolen or obtained, shall be punished by imprisonment in a county jail for not more than one
24 year."

25 123. Penal Code section 496(c) further provides: "Any person who has been injured by
26 a violation of subdivision (a) or (b) may bring an action for three times the amount of actual
27 damages, if any, sustained by the Plaintiffs, costs of suit, and reasonable attorney's fees."
28

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

6 125. As alleged in this Complaint, Irina committed theft in violation of Penal Code
7 section 496(a) by acts of fraud, breach of fiduciary duty, and conversion, including fraudulently
8 diverting or withholding the Funds for their personal benefit despite Plaintiffs’ entitlement to
9 them. Irina is using IFHM or Flight Help Management to receive and withhold the Partnership’s
10 funds and assets she has diverted. [See Jordan Decl., ¶ 89, 98, 106-108, 144, 149-150, 156-158.]
11 Irina has diverted at least \$400,000 in funds that were earmarked for Flighthelp’s Chase bank
12 account to herself, or the entities she controls, IFHM and Flight Help Management. Irina is
13 currently withholding this amount and refusing to turn it over to Plaintiffs.

14 126. Defendants have deliberately stolen Plaintiffs’ property and knowingly prevented
15 Plaintiffs from accessing or using it, and refuse to return it. Upon information and belief,
16 Defendants have no intention of returning the Funds, the Partnership’s assets, or Plaintiffs’ trade
17 secrets, confidential information, and other intellectual property.

18 127. As a direct and proximate result of Defendants’ theft, Plaintiffs have been injured
19 in an amount to be proven at trial, plus interest at the maximum legal rate and costs.

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

1 **NINTH CAUSE OF ACTION**

2 **(Accounting)**

3 **(Jordan Against Irina)**

4 129. Plaintiffs re-allege and incorporate by reference the preceding paragraphs of this
5 Complaint as if fully set forth here.

6 130. Based on the facts alleged above, Plaintiffs are entitled to an accounting from Irina
7 as to all financial transactions, corporate actions, and all other corporate documents related to the
8 Partnership, Flighthelp, IFHM, Flight Help Management, and/or Wynn.

9 131. Because Jordan is a partner in the Partnership along with Irina, managing member
10 of Flighthelp and its Chief Technical Officer, and an interest holder of Wynn's assets including
11 revenues, Irina is a fiduciary to Jordan, in her roles as partner, member, and/or interest holder in
12 the Partnership, Flighthelp, and/or Wynn, and, accordingly, was and is in a legal relationship with
13 Plaintiffs sufficient to impose equitable accounting obligations on Irina.

14 132. Irina, as a result of her unlawful conduct described above, owes some balance to
15 Plaintiffs that can only be ascertained by an accounting. Jordan cannot perform any accounting
16 because he has been completely severed from the books and records of the business by Irina.
17 Further, because Irina abdicated her responsibilities to create proper accounting records, there is
18 no way for Jordan to perform an accounting. Irina is in sole control of all information necessary
19 to perform the accounting, and has prevented Jordan from accessing the information.

20 133. Plaintiffs hereby demand an accounting from November 2022 to the present in
21 connection with the Partnership, Wynn, and all other issues described in this Complaint,
22 including, without limitation, a list of all of Wynn's accounts receivable and the status of receipt
23 of the account, when the account is expected to be received, and to which bank the funds at issue
24 are to be transferred, as well as the same information pertaining to IFHM and Flight Help
25 Management. Further, Plaintiffs demand the imposition of a constructive trust on motion over all
26 of the assets of Wynn, IFHM, and Flight Help Management to aid in the accounting, and such is
27 necessary given Irina's active dissipation of the Partnership's assets as alleged above.
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1 of being part of the “series” of businesses managed by” Flighthelp. Flighthelp’s Articles of
2 Organization provided that the “series” of entities includes Wynn. [Exh. B (“Flighthelp LLC, a
3 series within the Company, shall be the sole owner of WYNN CAPITAL MANAGEMENT SRL,
4 a foreign corporation organized under the laws of Romania.”)].

5 141. Jordan has done or is excused from doing all things required of him under the
6 Operating Agreement.

7 142. Irina breached the Operating Agreement by not using her ability to control Wynn
8 for Flighthelp’s benefit. Because Irina was not Wynn’s actual owner, she was required to use her
9 ability to control Wynn to cause it to become owned by Flighthelp. Her failure to cause Wynn to
10 take all steps necessary to become a series of Flighthelp, including causing it to take corporate
11 action in Romania to effectuate Flighthelp’s ownership of Wynn, is a breach of the Operating
12 Agreement. Irina’s use of Wynn’s assets including its 2023/2024/2025 revenues without regard
13 to Flighthelp and/or Jordan’s rights in those revenues also constitutes a breach of the Operating
14 Agreement. Wynn and Ion ratified Irina’s conduct by knowing of it and failing to take steps to
15 prevent her from engaging in it, and instead benefiting from it.

16 143. As a direct and proximate result of Irina’s conduct, ratified by Defendants, Jordan
17 has been damaged in an amount to be proven at trial, but believed to be in excess of
18 \$2,000,000.00.

19 **TWELFTH CAUSE OF ACTION**

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

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

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

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

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

10 146. The Operating Agreement imposes on Irina a requirement that she use her ability
11 to control Wynn to cause it to become a “series” of Flighthelp by causing the transfer of
12 ownership of Wynn to Flighthelp. Irina was required to take all necessary steps to effectuate that
13 transfer immediately after she signed the Operating Agreement on March 8, 2023. Irina
14 repeatedly affirmed this understanding throughout 2023. Irina was also required to exercise her
15 authority to manage the operations and assets of Flighthelp’s subsidiary, Wynn, with due care and
16 only for the benefit of Flighthelp.

17 147. As a person exercising control over Wynn with knowledge that it is the
18 Partnership’s asset, Irina owed and owes good faith duties and obligations. These required and
19 requires her to act with proper skill and diligence and not make a personal profit at the expense of
20 Flighthelp, and includes, among other things: (1) using any ability to control Wynn in a manner
21 that was fair, just, and equitable to Jordan; (2) to act only in the best interests Flighthelp; (3) to
22 refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a
23 knowing violation of law, including in connection with Wynn’s operations; (4) to discharge
24 duties to Flighthelp and Jordan and exercise any rights in assets, including Wynn, consistently
25 with Flighthelp and Jordan’s interest in them, and not prefer her interests over their interests; and
26 (5) to refrain from doing anything that would injure Flighthelp and its interest holders, including
27 controlling Wynn for Defendants’ personal benefit to Jordan’s detriment.
28

148. Irina prevented Jordan from receiving benefits under the Operating Agreement and did not act fairly and in good faith by: failing to comply with the terms of the Operating Agreement and applicable law; failing to discharge her fiduciary functions by mismanaging Flighthelp's assets, including, without limitation, Wynn's revenues for 2023/2024/2025, resulting in consumer claims against Wynn; engaging in self-dealing by providing herself with an unauthorized salary and distributions in the amount of at least \$250,000.00; usurping Flighthelp's business opportunities; paying her personal legal fees, audit fees, and other personal expenses in an unknown amount expected to exceed \$100,000.00; excluding Jordan from the activities or assets of Flighthelp, including Wynn's operations, without justification or excuse; and concealing certain financial and other documents belonging to Flighthelp.

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

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

THIRTEENTH CAUSE OF ACTION

(Specific Performance)

(FlightHelp Against Irina And Does 1-20)

151. 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 corporate documents, including its Operating Agreement and Articles of Organization, are enforceable.

152. The Operating Agreement provides that Flighthelp’s “purpose” is “to own and consolidate revenue from foreign registered subsidiaries which are required to do business in countries outside of the United States.” The “Partners” in Flighthelp are Jordan and Irina. “Partners shall have the authority to manage any subsidiaries” that are created “for the purposes of being part of the “series” of businesses managed by” Flighthelp. Flighthelp’s Articles of Organization provided that the “series” of entities includes Wynn. [Exh. B (“Flighthelp LLC, a

1 series within the Company, shall be the sole owner of WYNN CAPITAL MANAGEMENT SRL,
2 a foreign corporation organized under the laws of Romania.”).]

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

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

15 155. Jordan’s legal remedy is inadequate because Irina is actively destroying Wynn and
16 squandering its assets for her benefits. [*See generally*, Jordan Decl.]

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

20 **FOURTEENTH CAUSE OF ACTION**

21 **(Quantum Meruit)**

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

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

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

159. Defendants have not paid Jordan for the services.

160. The reasonable value of the services will be proven at trial, but totals at least 00.00.

PRAYER FOR RELIEF

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

On the First Cause of Action for Fraud:

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

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

1. For damages in an amount to be proven at trial, but including at least \$2,000,000;
2. For injunctive relief;
3. For pre- and post- judgment interest at the highest allowable legal rate;
4. For punitive damages;
5. For costs of suit;
6. For an order requiring Defendants to disgorge and transfer to Jordan all

unjustly retained benefits arising from Defendants' scheme to operate Wynn for their benefit;

7. For an order declaring a constructive trust and/or equitable lien(s) upon all assets Plaintiffs hold interests in as a result of their inequitable conduct, including the Partnership's assets they have steered into their hands; and
8. For such other or further relief, as the Court deems just and proper.

On the Third Cause of Action for Conversion:

1. For damages in an amount to be proven at trial, but including at least \$2,000,000;
2. For pre- and post- judgment interest at the highest allowable legal rate;
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. For a decree of the dissolution and liquidation of the Partnership and its asset, Wynn, including a decree that the Partnership and Wynn be wound up and dissolved in the manner provided by law, and a decree ordering the winding up of the Partnership and designating Jordan as the party who is to wind up its affairs, to dispose of its property, including Wynn, and, after collecting their assets or adequately providing for payment of the known debts and liabilities of the Partnership, to distribute the remaining assets of Wynn in the manner required by law and equity;

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

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

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

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

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

7. For attorney's fees;

8. For costs of suit; and

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

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

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

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

3. For punitive damages;

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

5. For costs of suit; and

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

On the Ninth Cause of Action for an Accounting:

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

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

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

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

1. For damages in an amount to be proven at trial, but at least \$2,000,000;
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 Twelfth Cause of Action for Breach of Covenant of Good Faith and Fair Dealing:

1. For damages in an amount to be proven at trial, but at least \$2,000,000;
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 Thirteenth Cause of Action for Specific Performance:

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

1 **On the Fourteenth Cause of Action for Quantum Meruit:**

2 1. For a court order compelling payment of the reasonable value of services rendered
3 by Plaintiffs to Defendants; and

4 2. For such other or further relief, as the Court deems just and proper.

5
6 DATED: June 16, 2025

SALISIAN | LEE LLP

7
8 By: 

Neal S. Salisian
Marius Mateescu

9
10 Attorneys for Plaintiffs
11 HOWARD SCOTT JORDAN II and
12 FLIGHTHELP, LLC
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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

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.

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|------------------|-----------------------------------|------------------|
| Signature: | <u>Howard Scott Jordan</u> | 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

PROOF OF SERVICE
LASC Case No.: 24STCV05772

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 550 South Hope Street, Suite 750, Los Angeles, California 90071. My business email address is eddie.jimenez@salisianlee.com.

On June 16, 2025, I caused the foregoing document(s) described as: **PLAINTIFFS' SECOND AMENDED COMPLAINT** to be served on the interested parties in this action as follows:

| | |
|---|--|
| David Newman THE INTERNET LAW GROUP 9100 Wilshire Blvd., Ste 725E Beverly Hills, CA 90212 Telephone: ((323) 275-1810 Email: david@tilg.us kavon@tilg.us | <i>Attorney for Defendants:</i> IRINA IOANA CIOCHIU; INTERNATIONAL FLIGHT HELP MANAGEMENT, INC.; WYNN CAPITAL MANAGEMENT SRL |
|---|--|

X **VIA EMAIL**

Based on a Court rule or order, and/or agreement to accept service by electronic transmission, I caused the document to be sent to the email address of the person(s) indicated on the service list, which I am informed and believe is the current email address for such person(s). I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

X **STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 16, 2025, at Los Angeles, California.



Eddie Jimenez