

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**ONE WORLD, LLC and GABRIEL
CHALEPLIS,**

Plaintiffs,

-against-

**NIKOLAOS ONOUFRIADIS,
JAMES M. RODGERS, ESQ.,
MICHAEL KARLOUTSOS and
CANNCORE, INC.**

Defendants.

Civil Action No.: 1:20-cv-05802

**PLAINTIFFS' RICO CASE STATEMENT
PURSUANT TO THE COURT'S RICO CASE STANDING ORDER**

Pursuant to the Court's RICO Case Standing Order, Plaintiffs One World, LLC ("One World") and Gabriel Chaleplis ("Chaleplis")(collectively "Plaintiffs") hereby submit this RICO Case Statement in support of their action against defendants: (i) Nikolaos Onoufriadis ("Onoufriadis"); (ii) Canncore, Inc. ("Canncore"); (iii) James M. Rodgers, Esq. ("Rodgers"); and (iv) Michael Karloutsos ("Karloutsos").

1. The alleged unlawful conduct in violation of 18 U.S.C. §§ 1962(a), (b), (c) and/or (d).

Plaintiffs assert claims for violations of 18 U.S.C. §§ 1962(a), (b), (c) and/or (d) against defendants Onoufriadis, Rodgers and Karloutsos (collectively "Defendants"). Plaintiffs allege that Defendants violated 18 U.S.C. §§ 1962(a), (b) and (c) by conducting and/or participating in the conduct of an enterprise's affairs through a pattern of racketeering activity involving wire and mail fraud. Plaintiffs also allege that Defendants violated 18 U.S.C. §§ 1962(d) by conspiring to violate 18 U.S.C. §§ 1962(a), (b), and (c).

Plaintiffs allege Defendants violated 18 U.S.C. § 1962(a), (b) and (c) by participating, directly or indirectly, in the conduct of the affairs of One World (an investment company created by Chaleplis to invest in American business opportunities and traditional investments) through a pattern of racketeering activity by continuing to intentionally misrepresent to Plaintiffs that other business entities were actually real businesses established to finance, pursue and advance One World's investment in the Greek medicinal cannabis market, and that such investment was a legitimate and real business investment opportunity. However, these narratives were fraudulent schemes intentionally designed from inception to defraud Plaintiffs of their monies, and these Defendants did so orally, through written and digital correspondence sent over interstate lines, through other written and digital communications mailed through the United States Postal Service interstate and/or over by interstate and/or international wire in violation of 18 U.S.C. § 1341. These Defendants utilized their partnership among themselves and/or One World as their personal vehicle for diverting and transferring plaintiffs' money and investment proceeds to these defendants and their individual accounts, thereby misappropriating at least \$9,000,000 of Plaintiffs' investment proceeds through unlawful and unauthorized international and interstate wire transfers, loans and other actions. Defendants' predicate acts constituting a pattern of racketeering include, but were not limited to, the repeated theft of Plaintiffs' funds, money laundering of Plaintiffs' funds through various business entities, accounts and international/interstate wire frauds, financial institution fraud, engaging in monetary actions with property derived from unlawful activities, and wire fraud by re-routing Plaintiffs' funds from various fraudulent promissory notes back into the United States to themselves and/or their agents via international wires

Defendants also engaged in a conspiracy to violate 18 U.S.C. § 1962(a), (b) and (c) by entering into agreements with One World and with one another, and with other business entities, and knowingly participated in that conspiracy to advance their own financial benefits at Plaintiffs' expense.

2. The identity of each defendant and the alleged misconduct and basis of liability of each defendant.

Onoufriadis is the former Manager of One World and a former twenty percent (20%) member of One World. Rodgers is a Pennsylvania licensed attorney and the former Secretary and Chief Legal Officer of One World. Karloutsos was a silent member of One World but was actively involved in the management and business operations of One World in seeking out and developing American business opportunities, and in assisting Onoufriadis and Rodgers in managing One World on that front.

The alleged misconduct and basis of liability:

In or around May 2017, Chaleplis endeavored to create an investment company in the United States to invest in American business opportunities and traditional investments. Onoufriadis approached Chaleplis about assisting Chaleplis in the United States to establish an American investment company, and to assist such company in developing, researching, identifying, consummating and managing American investments. Thereafter, Chaleplis spoke with Onoufriadis regarding Chaleplis' intention and plan to establish the American investment company. During those oral discussions and through his website, Onoufriadis intentionally and falsely held himself out to Chaleplis as having business and investment experience in various American industry and business sectors that Chaleplis was interested in investing in, such as real estate, energy and petrochemicals, online gaming and lottery, traditional and conventional

investments, telecommunications and startup company opportunities. Moreover, Onoufriadis intentionally and falsely represented to Chaleplis that Onoufriadis had a very significant relationship with a specific Greek billionaire whose international company Intrasoft International holds business interests in lottery and online gaming systems, telecommunications and related technology, which are industries and business opportunities that Chaleplis was already involved in and highly interested in pursuing in the United States. These intentionally false and misleading material statements were reasonably relied upon by Chaleplis, and induced Chaleplis, to entertaining the concept of working with and/or appointing Onoufriadis to assist with and/or manage Chaleplis' American investment company.

Since Onoufriadis was a phony without any relevant and/or actual business or investment experience, Onoufriadis deceptively recommended to Chaleplis that they partner and work with Onoufriadis' very good friend and best man Karloutsos to operate and advance Chaleplis' American investment vehicle. Following numerous very general discussions thereafter between Chaleplis, Onoufriadis and Karloutsos regarding the possible formation, management and operation of Chaleplis' American investment company, Karloutsos highly recommended that Chaleplis involve Karloutsos' other very good friend Rodgers to assist in managing Chaleplis' American investment vehicle, to handle the company's legal work since Rodgers is an attorney, and to assist in researching, developing, pursuing and consummating American business opportunities and investments for Chaleplis' American investment company. Karloutsos further advised Chaleplis to use Onoufriadis and Rodgers as formal officers of One World rather than Karloutsos. Karloutsos made this suggestion based on the fact Karloutsos could not "formally" or "publicly" participate in the membership and/or management of One World since Karloutsos

(based on his lobbying history and family connections) was taking a position with the U.S. State Department in Washington D.C. in its Protocol Office as of July 23, 2017.

On or about May 24, 2017, Chaleplis formed One World by filing a Certificate of Formation for One World with the Delaware Secretary of State to pursue American business opportunities and investments. Rodgers filed the Certificate of Formation. On September 28, 2017, Chaleplis and Defendants all met in person (the “September 28, 2017 Meeting”). During the September 28, 2017 Meeting, Defendants solicited and requested Chaleplis allow them to manage, supervise, research, identify, pursue, develop and consummate all of One World’s business and investment opportunities, and for Chaleplis to allow them to cooperatively work and coordinate with one another to develop, research, pursue, develop and consummate American business and investment opportunities for Chaleplis’ investment vehicle in the form of One World. Specifically, Defendants solicited and intentionally made materially false statements to Chaleplis that they had the necessary experience to, and were capable of, successfully identifying, finding, developing, pursuing and consummating American investment and business opportunities. Following the September 28, 2017 Meeting and the intentionally false misrepresentations and concealments that Defendants made, Chaleplis was reasonably induced into agreeing to hire: (i) Onoufriadis as One World’s Manager in exchange for compensation; and (ii) Rodgers as One World’s Secretary and Chief Legal Officer in exchange for compensation.

On September 30, 2017, Chaleplis and Onoufriadis executed the written Operating Agreement for One World (“the Operating Agreement”), which memorialized the contractual terms that had been negotiated at the September 28, 2017 meeting. Pursuant to the Operating Agreement; (i) Chaleplis was the eighty percent (80%) member in One World and the 100% profit member of One World; (ii) Onoufriadis was the twenty percent (20%) member in One World; (iii)

Onoufriadis was appointed and designated as the sole Manager of One World; and (iv) Rodgers was appointed the Chief Legal Officer and Secretary for One World. The Operating Agreement intentionally omitted any reference to Karloutsos having involvement and/or profit interest in the company because Karloutsos was still serving in his position with the Department of State at the time but Karloutsos was going to remain involved in the management and business operations of One World. Moreover, under the Operating Agreement, Onoufriadis and Rodgers were allegedly entitled to participate in profit sharing regarding One World's profits by "receiv[ing] three percent (3%) of all monies transferred into the company accounts and an additional three percent (3%) of all funds transferred out of the company accounts," thereby granting them a "cumulative six percent (6%) interest in all [business transactions]" ultimately yielding a profit to One World.

In reality, Karloutsos utilized his good friends Onoufriadis and Rodgers as "front men" for Karloutsos to participate in the management, operations and profitability of One World due to Karloutsos' inability to consult, work and/or lobby in the private sector as a result of working in the U.S. State Department. To circumvent Karloutsos' dilemma and conflict as a U.S. State Department employee, Karloutsos entered into an oral "side agreement" with his good friend Rodgers whereby the two (2) of them contractually agreed to share fifty percent (50%) of Rodgers' three percent (3%) profit sharing opportunity in One World per the Operating Agreement with one another, thereby giving Karloutsos a silent 1.5% profit sharing interest in One World's ultimate profits from successful business investments. This "side deal" allowed Karloutsos to work on behalf of One World to develop and pursue American business and investment opportunities in exchange for receiving profit-sharing from those business opportunities, despite concurrently working for the U.S. State Department, and while allowing his good friend Rodgers to financially benefit from their involvement in One World.

Defendants' Medicinal Cannabis Scam and Chaleplis' Capital Investments

Chaleplis made capital contributions to One World at various intervals between November 2017 and July 2019. Following the execution of the Operating Agreement, Onoufriadis as Manager had signatory authority on all One World bank accounts utilized by the company to hold the company funds, which included: (i) three (3) separate Citizens Bank accounts; (ii) an Alex Brown/Raymond James investment account; and (iii) a Hancock Whitney account.

On March 17, 2018, Chaleplis and Defendants met again, during which Defendants presented a purported "business opportunity" in the Greek medicinal cannabis market. Such phony business opportunity involved One World advancing the necessary funds to capitalize, create and/or enter the Greek medicinal cannabis market for the following alleged requirements: (i) applying for all licenses and permits needed to form a vertically integrated medicinal cannabis business (cultivation, agriculture, harvesting, processing, distribution, storage, manufacturing, product production, etc.); (ii) paying for all purported lobbying, governmental relations and other service fees allegedly needed to obtain such licenses; (iii) developing and purchasing the land, tooling, facilities, equipment, human capital, etc. necessary to conduct and carry out such a business; and (iv) all other infrastructure and services needed to develop and establish a vertically integrated medical cannabis business licensed to operate under Greek law (the "Medicinal Cannabis Scam").

During and leading up to the March 17, 2018 Meeting, Defendants further discussed the Medicinal Cannabis Scam in detail with Chaleplis, which specifically included discussions and details concerning: (i) the alleged required funding and budgeting for the Medicinal Cannabis Scam in the millions of dollars; (ii) the number of companies needed to be formed and managed to hold the necessary licenses and conduct the various components of the vertically integrated

nature of the Medicinal Cannabis Scam; (iii) the capital and corporate structure for the Medicinal Cannabis Scam using One World funds exclusively; (iv) the targeting and acquisition of the necessary assets and human capital to establish the Medicinal Cannabis Scam; and (v) the time lines associated with establishing the business. Karloutsos and Rodgers presented a phony written budget to Chaleplis claiming to itemize and estimate the actual costs in the millions to capitalize and launch a vertically integrated medicinal cannabis company in Greece.

Following that meeting and additional meetings in March 2018 and October 2018, Chaleplis made the following capital contributions into One World (through Rodgers' IOLTA attorney trust account) in reasonable reliance upon intentional and phony material misrepresentations that defendants' presented to Chaleplis concerning that Medicinal Cannabis Scheme and artifice, so as to provide the necessary capital for that investment: (i) €500,000 on March 12, 2018; (ii) €1,000,000 on March 15, 2018; (iii) €2,700,000 on March 19, 2018; (iv) €10,400,000 on March 30, 2018; and (v) €2,180,000 on December 21, 2018.

Prior to all of the foregoing exchanges and meetings discussing the Medical Cannabis Scam, Defendants all intentionally failed to disclose to Chaleplis that these three (3) defendants had clandestinely received two (2) international wires from the Greek single-member company Conmave Monoprosopi IKE's ("Conmave") Greek bank account into Rodgers' law firm's attorney trust account (James Rodgers, P.C.) on the following dates: (i) \$50,000 on February 26, 2018; and (ii) \$10,000 on February 27, 2018. Defendants also never disclosed to Chaleplis that Conmave was owned by Onoufriadis' brother Theophylos Onoufriadis. Defendants further intentionally concealed from Chaleplis the above two (2) international wire payments from Conmave to Rodgers' firm's attorney trust account because the two (2) wires served as payment advances and/or bribes to Karloutsos, Onoufriadis and Rodgers from Conmave, Theophylos and other

wrongdoers in Greece who partnered and “associated-in-fact” with Onoufriadis, Karloutsos and Rodgers to misappropriate plaintiffs’ funds as further detailed below.

Defendants’ Theft and Conversion of One World’s Funds Through The Phony Greek Corporate Conduit Conmave Monoprosopi IKE

Defendants converted, misappropriated and stole at least €4,000,000 from One World by way of three (3) separate international wires from One World’s Citizen Bank account to a phony Greek corporation located in Greece called Conmave Monoprosopi IKE (“Conmave”). The three (3) separate international wires from One World’s Citizen Bank account to Conmave were made and/or initiated by Defendants on their collective behalf as follows: (i) \$1,813,945 on May 22, 2018; (ii) \$1,167,900 on June 18, 2018; (iii) \$1,693,455 on June 18, 2018. These amounts in American dollars were collectively the equivalent of approximately €4,000,000 at those times and date. In doing so, Defendants intentionally and falsely represented to Chaleplis in all of the New York City meetings, and at other times, that Conmave was one of the Greek corporations that One World would use to finance, pursue and develop the Medicinal Cannabis Scam.

Directly before the first wire to Conmave on May 22, 2018, Conmave actually wired approximately \$60,000 from Conmave’s Greek account to Rodgers’ personal bank account in the United States that was improperly distributed to Karloutsos, Onoufriadis and/or Rodgers in misappropriation of plaintiffs’ funds, and as an advance or bribe from Conmave (controlled by Onoufriadis’ brother Theofylos) towards the theft of plaintiffs’ funds by defendants under the guise of the Medical Cannabis Scam. Defendants intentionally misrepresented to Chaleplis that Onoufriadis’ brother Theophylos (“Theo”) was the actual single shareholder of Conmave, but the actual owner of Conmave is/was a third-party that is friends with the Onoufriadis brothers.

To conceal and justify that theft of funds from Chaleplis and One World, Onoufriadis and Rodgers, in concert with Karloutsos, prepared a phony May 18, 2018 promissory demand note for execution by a purported Conmave representative in Greece in One World's favor for €4,000,000 (the "First Conmave Note"). To further conceal and justify these defendants' €4,000,000 theft of funds, the First Conmave Note contains a worthless "corporate guaranty" from Conmave guaranteeing the First Conmave Note, despite the fact Conmave is worthless company with no assets. Moreover, Defendants obtained absolutely no actual security interest and/or collateral of any kind from Conmave to secure the First Conmave Note.

Defendants engaged Conmave in this manner and created the First Conmave Note for the specific purpose of misappropriating and diverting plaintiffs' funds to themselves, their family members and their colleagues by sending plaintiffs' funds to Conmave, then routing those funds into other Greek and European company accounts, and then re-routing those funds to themselves back to their own personal United States accounts and/or accounts controlled by their friends and agents.

After the €4,000,000 was wired from One World to Conmave into Greek bank account(s) between May 2018 and July 2018, Onoufriadis, his brother Theo, Karloutsos, Rodgers and others in Greece working with defendants in concert immediately absconded and converted plaintiffs' €4,000,000 from the Conmave bank account(s) for their own personal use, lifestyles and their unrelated business interests/companies in Greece, including but not limited to for the purchase of exotic automobiles, boats, paying for Onoufriadis' wedding, paying for personal expenses, and purchasing new homes for themselves in the United States that were far more valuable (and out of their price range) than their existing homes and other lifestyle expenses.

Meanwhile, Conmave has never made a single payment of any principal or interest to One World for the First Conmave Note, and the First Conmave Note is currently in default as of May 18, 2020. Worse, Conmave never invested or used any monies into advancing, establishing and/or developing the purported Medicinal Cannabis Scam that Onoufriades, Rodgers and Karloutsos perpetuated upon plaintiffs.

On or about October 17, 2018, Defendants again converted and stole at least another €3,250,000 from One World by way of international wire to the phony Greek corporation Conmave. The October 17, 2018 international wire to the Conmave account was in the amount of \$3,746,600, which equaled approximately €3,250,000 at that time. To conceal and justify that theft of funds from Chaleplis and One World, Defendants prepared a second phony promissory demand note for execution by the same phony purported Conmave representative in Greece in One World's favor for €3,250,000 (the "Second Conmave Note"). To further conceal and justify Defendants' theft of funds, the Second Conmave Note also contains a worthless "corporate guaranty" from Conmave guaranteeing the Second Conmave Note. Defendants also obtained absolutely no security interest and/or collateral of any kind from Conmave to secure the Second Conmave Note.

After the at least €3,250,000 was illegally wired to Conmave into its Greek bank account(s), Onoufriadis, his brother Theo, Karloutsos, Rodgers and their colleagues in Greece misappropriated and converted the €3,250,000 from the Conmave bank account for their own personal use, lifestyles and their unrelated business interests/companies in Greece in the same manner as they converted and misappropriated the funds involved in the First Conmave Note. To date, Conmave, Karloutsos, Rodgers, Onoufriadis, Theo and their colleagues have not repaid or returned a single dollar of the First Conmave Note or Second Conmave Note funds that they

improperly diverted and misappropriated from One World to Greece for themselves and their unrelated personal/business interests. Conmave has also never made a single payment of any principal or interest to One World for the Second Conmave Note. None of the funds involved in the Second Conmave Loan were ever invested or utilized to pursue or advance the Medicinal Cannabis Scam.

Defendants' Theft and Conversion of One World's Funds Into a Greek Company
BioProcann

On or about June 26, 2018, Defendants diverted and/or misappropriated approximately \$3,534,900 from One World to the Greek corporation Bioprocann by way of international wire. Defendants advised Chaleplis that the "loan" to Bioprocann was also for purposes of investing in the Medical Cannabis Scam. Defendants then prepared a June 26, 2018 promissory demand note for the alleged loan to Bioprocann in the amount of €3,500,000 (the "Bioprocann Note"). Defendants obtained absolutely no security interest or collateral of any kind from Bioprocann or its shareholders to secure the Bioprocann Note.

The purported Bioprocann "loan" for €3,000,000 was yet another effort by Defendants to divert and steal funds from One World to themselves, Theo and their friends in Greece for unrelated personal and business purposes having nothing to do with One World's business and investment objectives, and were partially misappropriated in the same manner as the funds relating to the First Conmave Note and Second Conmave Note.

Notably, the Bioprocann funds were wired and misappropriated on or about June 26, 2018 within approximately one week of most of the First Conmave Note funds also being wired. Upon subsequently discovering the situation surrounding Defendants' improper motives for diverting One World funds through Bioprocann and to other sources in Greece, Chaleplis subsequently

undertook and implemented measures in Greece that recovered approximately €2,200,000 out of the €3,000,000 that was transferred to Bioprocann from One World.

In response to Chaleplis' recovery of approximately €2,200,000 in One World funds from Bioprocann, Onoufriadis and Karloutsos undertook actions in Greece to: (i) cut off Chaleplis' ability to transfer the balance of the \$3,534,900 purported "loan" back to One World; (ii) cut off Chaleplis' ability to have his accountant/representatives in Greece monitor and track the status of the balance of the Bioprocann "loan proceeds"; and (iii) change the management of Bioprocann to obstruct Chaleplis' ability to recover the balance of those funds. Despite Chaleplis' demands for Defendants to return the remaining approximately €800,000 back to One World relating to the Bioprocann Note, they have failed and refused to do so. Bioprocann has never made a single payment of any principal or interest to One World for the Bioprocann Note, other than what Chaleplis was able to recover on his own efforts from Bioprocann. In addition, BioProcann did not invest a single dollar into the purported Medicinal Cannabis Scam.

Following their investigation in Greece and other parts of Europe, Plaintiffs discovered that Defendants have misappropriated and diverted plaintiffs' funds from Conmave and BioProcann into other Greek and/or European companies owned and/or controlled by Onoufriadis' family members/friends and/or Karloutsos' family and/or friends, including but not limited to: (i) Hellascann; (ii) Leadercann; (iii) Bioprocann; (iv) Conmave; and (v) another deceptively named Greek company named Conwave Monoprosopi IKE having an adjacent located registered Greek to Conmave's registered address. From those conduits, defendants misappropriated plaintiffs' funds for their own personal benefit and use by re-routing those funds back to the United States, including for the purchase of new expensive homes, and to pay for their personal lifestyles and living expenses.

Defendants Conversion and Misappropriation to Fund Their Personal Lifestyle

On or about May 30, 2019, Onoufriadis fraudulently and illegally purchased a newly constructed luxury Boston waterfront condominium (the “Condo”) in his own name and as his own personal residence. Onoufriadis purchased the Condo for \$1,923,000 in an all cash deal without any mortgage financing. He initially made the deposit towards the Condo in or around November 2018 illegally using Plaintiffs’ diverted funds, and awaited its completion to complete the purchase of the Condo in May 2019.

Onoufriadis could not have even remotely afforded to purchase the Condo in an all cash deal given his financial background, employment status, profession and/or One World annual salary, or even with conventional residential mortgage financing. In order to purchase the Condo he could never afford, Onoufriadis misappropriated and stole One World funds by diverting and misappropriating those funds out of One World’s bank account(s) by way of international wires to Conmave and/or Bioprocann, and then to other Greek/European bank accounts in his name and/or affiliate/conspirator’s names, and then transferred such funds again back from Greece/Europe to the United States to his own account(s) and/or an agent’s account to illegally purchase the Condo using plaintiffs’ funds that Onoufriadis misappropriated. Defendants also rerouted the misappropriated funds he absconded through the First Conmave Note, the Second Conmave Note and the BioProcann Note to the United States to accounts owned and/or controlled by Defendants so that the three (3) of them could purchase new residences for themselves at plaintiffs’ expense, and at price points these defendants could not have otherwise afforded. Onoufriadis’ purchase of the Condo served absolutely no business purpose or benefit whatsoever to One World or Chaleplis, but rather was solely made for the pleasure, benefit and enjoyment of Onoufriadis using One World funds that do not belong to him.

In order to fund his personal lifestyle, personal expenses, furniture and fixtures for the Condo, the Condo's heavy carrying costs for taxes, care and maintenance, etc. and to finance the purchase/lease of a BMW X6, Onoufriadis converted and stole at least another \$487,300 from One World's accounts during 2018 and/or 2019 to pay for his unaffordable lifestyle expenses and living expenses. To conceal and justify the theft of the at least \$487,300 from One World, Onoufriadis labeled that diversion of the \$487,300 as a "loan to himself," while never disclosing the details about this theft of funds to Chaleplis.

Moreover, while serving as One World's Manager, Onoufriadis illegally diverted and misappropriated approximately \$363,000 from One World to his associate friends: (i) Fotios Sinioris in the amount of approximately \$292,000; and (ii) Ioannis Manolakos in the amount of approximately \$71,000. There are no promissory notes, mortgages, personal guaranties and/or security agreements of any kind relating to these purported "loans." Notably, Fotios Sinioris is also a shareholder and/or office/director of some of the Greek companies in Greece that Defendants used to divert and misappropriated plaintiffs' funds to after initially being transferred by these defendants to Conmave and Bioprocann, and then ultimately back to the United States, demonstrating this \$363,000 was also misappropriated by Defendants.

Additionally, Onoufriadis diverted plaintiffs' misappropriated funds to Greece via Conmave and Bioprocann, then into other foreign conduit account(s), and then back to the United States into accounts owned and/or controlled by Onoufriadis and his friend Ioannis Manolakos. Onoufriadis and Manolakos then used plaintiffs' stolen and misappropriated funds to purchase a new condo in Manolakos name in an all cash deal for \$405,000 on or about August 1, 2018 located at 11 Norma Way, Middleton, Massachusetts, which Manolakos could never have afforded and/or ever had the ability to pay all cash for (the "11 Norma Way Condo"). Manolakos paid all cash for

the 11 Norma Way Condo (like Onoufriadis did for his own) in the amount of \$405,000 without any mortgage financing, and received plaintiffs' stolen funds in Manolakos' and/or Onoufriadis' bank account with Community Credit Union of Lynn Bank located in Lynn, Massachusetts near Onoufriadis' and Manolakos' residences. Such stolen funds came directly from One World and/or from Greek/foreign accounts that received plaintiffs' funds.

Contemporaneously with Onoufriadis making his deposit using plaintiffs' funds towards the Condo around November 2018, and Manolakos purchasing his condo on or about August 1, 2018, both Karloutsos and Rodgers also contemporaneously purchased new residences for themselves using plaintiffs' misappropriated funds that defendants converted from the United States to Greece, and ultimately back to the U.S. in the late Summer/early Fall of 2018. Specifically, Karloutsos used the funds he misappropriated and converted clandestinely from Plaintiffs to purchase a new home on or about September 1, 2018 located at 6966 Kyleakin Court, McLean, Virginia for \$1,270,000 (the "Virginia Home"). Karloutsos tellingly made his purchase immediately before the Second Conmave Note, and only a few months after the First Conmave Note and the Bioprocann Note. He also made his purchase approximately two (2) months after most of the First Conmave Note funds and all of the Bioprocann funds were wired to Greece to those company accounts. Karloutsos was in no financial position to purchase the Virginia Home without converting Plaintiffs' funds.

Also, on November 15, 2018, Rodgers and his fiancé also purchased a 2,400 square foot townhouse (condo with multiple floors) at 4726 Grant Avenue, Philadelphia, PA 19114 (the "Philly Condo"). Rodgers' November 15, 2018 purchase of his Philly Condo was only approximately two (2) months after Karloutsos himself purchased Karloutsos' own Virginia Condo on September 1, 2018. Further, Rodgers made his Philly Condo purchase only six (6)

months after the May 18, 2018 date of the First Conmave Note for the €4,000,000, and only one (1) month after the Second Conmave Note and corresponding electronic wire to Conmave on October 18, 2018 for €3,250,000. Rodgers was in no financial position to purchase the Philly Condo without converting Plaintiffs' funds.

Critically, Defendants all purchased their new homes during the very same short time frame following their transfers of Plaintiffs' funds out of One World to Conmave and Bioprocann, and following their contemporaneous diversion of such funds through various Greek and European conduits back to the United States to accounts under their own and/or control. All of the homes Defendants and Manolakos purchased, as well as the terms of those purchases, were out of Defendants' price range, demonstrating Karloutsos, Rodgers and Onoufriadis misappropriated Plaintiffs' funds through Conmave and Bioprocann and ultimately back to the United States to Defendants' own bank accounts, to purchase their new homes.

The foregoing predicate acts committed by Defendants constitute "racketeering activity" as defined by 18 U.S.C. 1961(1) et. seq., as well as a "pattern of racketeering" as defined by 18 U.S.C. 1961(5), since these predicate acts constituted more than two (2) acts between May 2017 and October 2018. These defendants constitute "culpable persons" as defined in 18 U.S.C. 1961 in violating §1962(a), (b) and (c) since these defendants' coordination constitutes an "association-in-fact" for purposes of these defendants' violation of §1962(c). These defendants' actions and patterns of racketeering constitute violations of §1962(a), (b) and (c) of the Racketeer Influenced & Corrupt Organizations Act ("RICO").

3. The identity of the alleged victims and the manner in which each victim was allegedly injured.

Chaleplis and One World are the victims of Defendants' pattern of racketeering activity, overt acts, fraudulent schemes and conspiracy.

Chaleplis is a foreign citizen of the United Kingdom and currently the one hundred percent (100%) member of One World. One World is an investment company Chaleplis formed to invest in American business opportunities and traditional investments. As detailed above, Plaintiffs have been victimized as a result of Defendants' pattern of racketeering activity, overt acts, fraudulent schemes and conspiracy. Through Defendants' activity, Defendants converted and misappropriated at least \$9,000,000 of capital contributions that Chaleplis made to One World to fund the Medicinal Cannabis Scam.

The Medicinal Cannabis Scheme was a sustained, well-developed operation organized for the purpose of defrauding Plaintiffs, misappropriating Plaintiffs' funds and concealing that fraud so that Plaintiffs could not put an end to the fraud. Defendants' predicate acts constituting a pattern of racketeering include, but were not limited to, the repeated theft of plaintiffs' funds, money laundering of plaintiffs funds through the various aforementioned business entities, accounts and international/interstate wire frauds, financial institution fraud, engaging in monetary actions with property derived from unlawful activities, and wire fraud by re-routing plaintiffs' funds from the First Conmave Note, Second Conmave Note funds and Bioprocann Note funds back into the United States to themselves and/or their agents via international wires. Defendants converted and misappropriated these funds through numerous international and inter-state wires detailed below in Section 4(a).

As stated above, Defendants made numerous material misrepresentations and omissions regarding, *inter alia*: (i) their lack of business and investment experience in various American industries and business sectors; (ii) Onoufriadis alleged relationship with a specific Greek billionaire whose international company Intrasoft International holds business interests in lottery and online gaming systems, telecommunications and related technology; (iii) Rodgers' numerous ethical conflicts as an attorney; (iv) the purported investment opportunity in the Greek medicinal cannabis market, i.e., the Medicinal Cannabis Scam; (v) phony written budgets in support of the Medicinal Cannabis Scam; (vi) the Medicinal Cannabis Scam was actually designed and conceived to convert, divert and misappropriate Plaintiffs' funds to Defendants and their colleagues for Defendants' own personal use; (vii) the First Conmave Note; (viii) the Second Conmave Note; (ix) the Bioprocann Note; and (x) Defendants' purchase of new homes and other luxury items that they would not otherwise be able to afford with misappropriating Plaintiffs' capital contributions.

Chaleplis relied on these material misrepresentations and omissions by making capital contributions totaling \$9,000,000 to his company One World, which were then diverted and misappropriated by Defendants for their own personal benefit to fund purchases of real property, cars, boats and other items. Chaleplis relied on these material misrepresentations and omissions by making capital contributions totaling \$9,000,000 to finance his company One World to participate in those investments. Defendants' failures to disclose these material facts were intentional so that Chaleplis would not discover the truth about the Medicinal Cannabis Scheme, so that Chaleplis would not remove Onoufriadis as Manager of One World, would not remove Rodgers as Secretary or Chief Legal Officer and/or would not discover or recover Chaleplis' misappropriated funds and/or preserve his capital contributions that Defendants were misappropriating and using for their own personal financial gain and lifestyles. Chaleplis would

have removed Onoufriadis and Rodgers as One World officers, would have taken appropriate action to preclude any further theft and diversion of plaintiffs' funds and/or would have refrained from making any further capital contributions to One World for the Medicinal Cannabis Scam. Had Chaleplis ever been made aware of the truth behind the Medicinal Cannabis Scam at any point in time by Defendants, Chaleplis would have removed Onoufriadis and Rodgers as One World officers, would have taken appropriate action to preclude any further theft of plaintiffs' funds and/or would have refrained from making any further capital contributions to One World to preserve plaintiffs' assets. As a result of Defendants' pattern of racketeering activity, Plaintiffs have been and will continue to be damaged.

4. A description of the pattern of racketeering activity or collection of unlawful debts alleged for each RICO claim, including:

a/b. The alleged predicate acts and the specific statutes that were allegedly violated, including the circumstances of fraud or mistake stated in particularity for RICO claims based on the predicate offenses of wire fraud;

Defendants committed the following predicate acts constituting wire fraud in violation of 18 U.S.C. § 1343 during the relevant time period of May 2017 through October 2018, which include but are not limited to:

(i) February 26, 2018 international wire from Conmave to Rodgers' attorney trust account in the amount of a \$50,000 payment advance and/or bribe from Theofylos, Conmave and other wrongdoers in Greece partnering and planning with Rodgers, Onoufriadis and Karloutsos for the planned theft of Plaintiffs' funds;

(ii) February 27, 2018 international wire from Conmave to Rodgers' attorney trust account in the amount of a \$10,000 payment advance and/or bribe from Theofylos, Conmave and other

wrongdoers in Greece partnering and planning with Rodgers, Onoufriadis and Karloutsos for the planned theft of Plaintiffs' funds;

(iii) March 3, 2018 interstate wire of \$70,948 from One World to "Ioannis Manolakos" into Community Credit Union of Lynn, Massachusetts Account # *****4675 for theft by Onoufriadis and Manolakos constituting wire fraud;

(iv) May 22, 2018 international wire of \$1,831,945 from One World to Conmave for theft by Defendants and their colleagues constituting wire fraud;

(v) June 18, 2018 international wire of \$1,167,900 from One World to Conmave for theft by Defendants and their colleagues constituting wire fraud;

(vi) June 18, 2018 international wire of \$1,693,455 from One World to Conmave for theft by Defendants and their colleagues constituting wire fraud;

(vii) June 26, 2018 international wire of \$3,534,900 from One World to Bioprocann for intended theft and partial theft by Defendants and their colleagues constituting wire fraud;

(viii) August 2018 international wire of \$291,925 from One World to a bank account in Greece titled to "Fotios Sinioris" for theft by Onoufriadis and Sinioris constituting wire fraud;

(ix) October 17, 2018 international wire of \$3,746,600 from One World to Conmave for theft by Defendants and their colleagues constituting wire fraud;

(x) November 15, 2018 interstate wire of \$300,000 from One World to Onoufriadis personal account with Citizens Bank for theft by Onoufriadis and to use towards Onoufriadis illegal and fraudulent purchase of the Condo; and

(xi) numerous other international wires and inter-state wires initiated by Defendants from Conmave, Bioprocann and/or other Greek bank accounts held and/or controlled by Defendants and their agents/colleagues re-routing Plaintiffs' funds wired from One World to Conmave and

Bioprocann back to United States bank accounts owned and/or controlled by Defendants that Defendants then diverted and misappropriated for themselves.

c. The manner in which the predicate acts form a “pattern of racketeering activity”;

The foregoing predicate acts committed by Defendants constitute a "pattern of racketeering activity" as defined by 18 U.S.C. 1961(5), because these predicate acts constituted more than two (2) acts between May 2017 and October 2018. This pattern of racketeering activity includes numerous international wires and inter-state wires initiated by Defendants from Conmave, Bioprocann and/or other Greek bank accounts held and/or controlled by Defendants and their agents/colleagues, which re-routed Plaintiffs’ funds wired from One World to Conmave and Bioprocann back to United States bank accounts owned and/or controlled by Defendants that Defendants then diverted and misappropriated for themselves that occurred between May 2017 and October 2018.

d. the manner in which the predicate acts relate to each other as part of a common plan.

The foregoing predicate acts committed by Defendants also relate to each other as part of a common plan. Each predicate act was related, had a similar purpose, involved the same or similar participants and methods of commission, had similar results, and impacted similar victims, including Plaintiffs. Specifically, the predicate acts all involved international and inter-state wires initiated by Defendants from Conmave, Bioprocann and/or other Greek bank accounts held and/or controlled by Defendants and their agents/colleagues, which re-routed Plaintiffs’ funds wired from One World to Conmave and Bioprocann back to United States bank accounts owned and/or controlled by Defendants that Defendants then diverted and misappropriated for themselves that

occurred between May 2017 and October 2018. These predicate acts of racketeering activity were all related each other to further the Medicinal Cannabis Scam to the detriment of Plaintiffs.

5. A detailed description of the alleged enterprise for each RICO claim, including:

a. the name of the individuals, partnerships, corporations, associations, or other legal entities that constitute the enterprise;

The enterprise consisted of Onoufriadis, Rodgers, Karloutsos, Onoufriadis' fraudulent shell company Canncore, Inc., Fotios Siniaris, Ioannis Manolacos, Conmave, Bioprocann, and Theophylos Onoufriadis. Defendants also exercised financial and management control over One World, which they abused to execute their predicate acts.

b. the structure, purpose, function and course of conduct of the enterprise;

As further stated above, the enterprise made numerous material misrepresentations and omission to Chaleplis in order to fraudulently induce him into make capital contributions totaling \$9,000,000 to his company One World so One World could invest in the Medical Cannabis Scam. Defendants would then divert and misappropriate those funds out of One World's bank account(s) by way of international and inter-state wires to Conmave and/or Bioprocann and themselves, and then to other Greek/European bank accounts in Defendants' name and/or affiliate/conspirator's names, and then transferred such funds again back from Greece/Europe to the United States to Defendants' own account(s) and/or an agent's account to illegally purchase new homes they otherwise could not afford, and other luxury items such as cars, boats, furniture and weddings. The purpose of this enterprise was to intentionally defraud Plaintiffs and misappropriate Plaintiffs' monies for Defendants' own benefit.

c. Whether any defendants are employees, officers, or directors of the enterprise;

Onoufriadis was the twenty percent (20%) member in One World and was the sole Manager of One World. Rodgers was the Chief Legal Officer and Secretary for One World. Karloutsos was also a silent member and officer of One World who had a 50/50 split arrangement as to Rodgers' profit sharing rights in One World. These positions allowed Defendants to conduct their racketeering activity since they had control of One World's management and business operations, including One World's financial accounts and power to make loans such as the First Conmave Note, Second Conmave Note and the Bioprocann Note.

d. whether any defendants are associated with the enterprise;

Karloutsos was a silent member of One World but was intimately involved in the operations of management of One World, which allowed him to further the racketeering activity of the enterprise. Karloutsos also had a 50/50 profit sharing agreement with Rodgers as outline above.

e. whether the defendants are individuals or entities separate from the alleged enterprise, or the defendants are the enterprise itself, or members of the enterprise.

Onoufriadis was the twenty percent (20%) member in One World and was the sole Manager of One World. Rodgers was appointed the Chief Legal Officer and Secretary for One World. Karloutsos was separate and distinct from the enterprise, but had a profit sharing agreement with Rodgers and was a silent member of One World actively involved in One World's operation and management.

6. The alleged relationship between the activities of the enterprise and how the pattern of racketeering activity differs from the usual and daily activities of the enterprise, if at all.

The pattern of racketeering activity does not differ from the usual and daily activities of the enterprise because the enterprise conducted no usual and daily activities besides racketeering activity. Specifically, Defendants, among other wrongful actions: (i) failed to make or attempt to develop a single legitimate, reasonably prudent, researched, profitable and/or viable investment on One World's behalf in America or elsewhere; (ii) failed to make any investment into the Greek medical cannabis market; (iii) failed to obtain any security interests and/or collateral for the repayment of any of the purported loans they entered into on behalf of One World; (iv) failed to perform even the most rudimentary of due diligence regarding these purported "loans"; (v) failed to compel or demand any of these foreign companies and/or unidentified individuals to even make a single payment and/or pay any interest on these purported "loans"; and (vi) failed to pursue any legal action against these purported "borrowers." Instead, Defendants diverted and misappropriated Plaintiffs' capital contributions for their own benefit.

7. The effect of the activities of the enterprise on interstate or foreign commerce.

Defendants have engaged in, and their activities have affected, interstate and foreign commerce by engaging in numerous international and interstate wires, and by entering into several phony "loans" with foreign companies in Greece. All such loans were fraudulent, and all such wires were made to divert monies from Plaintiffs' accounts to accounts Defendants and/or associates of Defendants held, and then transferred back to Defendants' personal accounts.

8. If the complaint alleges a violation of 18 U.S.C. § 1962(a), describe:

a. The identity of the individual(s) who received the income derived from the pattern of racketeering activity or through the collection of an unlawful debt; and

b. The use or investment of such income.

Defendants received the income derived from the pattern of racketeering activity for their own personal benefit, including the purchase of various new homes that they could not otherwise afford, which is further detailed in Section 2.

9. If the complaint alleges a violation of 18 U.S.C. § 1962(b), describe the acquisition or maintenance of any interest in or control of the alleged enterprise.

Onoufriadis was the twenty percent (20%) member in One World and was the sole Manager of One World. Rodgers was appointed the Chief Legal Officer and Secretary for One World. Karloutsos was separate and distinct from the enterprise, but had a 50/50 profit sharing agreement with Rodgers and was a silent member of One World actively involved in One World's operation and management. Onoufriadis, Rodgers and Karloutsos were all actively involved in the business operations of One World.

10. If the complaint alleges a violation of 18 U.S.C. § 1962(c), describe:

a. The individuals who are employed by or associated with the enterprise; and

b. Whether the same entity is both the liable "person" and the "enterprise" under § 1962(c).

Onoufriadis was the twenty percent (20%) member in One World and was the sole Manager of One World. Rodgers was appointed the Chief Legal Officer and Secretary for One World. Karloutsos was separate and distinct from the enterprise but had a 50/50 profit sharing agreement with Rodgers, and was a silent member of One World actively involved in One World's operation and management. Onoufriadis, Rodgers and Karloutsos were all actively involved in the business operations of One World.

Defendants' partnership and coordination with one another while acting on One World's behalf constitutes an "association-in-fact" pursuant to 18 U.S.C. § 1961(4). Defendants willfully and knowingly engaged in a pattern of racketeering activity involving that "enterprise" and/or their "association in fact." Accordingly, Defendants are the liable "persons" under 18 U.S.C. § 1962(c).

11. If the complaint alleges a violation of 18 U.S.C. § 1962(d), describe the alleged conspiracy.

Defendants' acts described in Section 2 constitute a conspiracy to violate 18 U.S.C. § 1962(a), (b) and (c). Defendants jointly made material misrepresentations and omissions to Chaleplis in order to obtain control and management of One World to perpetrate the Medicinal Cannabis Scam for their own personal gain. Defendants agreed to acquire interest and control of the enterprise and to conduct the enterprise's affairs through their pattern of racketeering activity, which included repeated theft of plaintiffs' funds, money laundering of plaintiffs funds through the various aforementioned business entities, accounts and international/interstate wire frauds, financial institution fraud, engaging in monetary actions with property derived from unlawful activities, and wire fraud by re-routing plaintiffs' funds from the First Conmave Note, Second Conmave Note funds and Bioprocann Note funds back into the United States to themselves and/or their agents via international wires. Defendants agreed to commit, and committed, at least two predicate acts, including the numerous international and interstate wire transfers from One World's accounts to accounts held by Defendants' agents or other entities, and then back to accounts in the United States held by Defendants and/or their agents to be used for Defendants' personal interests.

Moreover, prior to the meetings discussing the Medical Cannabis Scam and Chaleplis' capital contributions, Defendants clandestinely received two (2) international wires from Conmave into Rodgers' law firm's attorney trust account, which were never disclosed to Chaleplis.

Defendants intentionally concealed from Chaleplis these two (2) international wire payments from Conmave to Rodgers' firm's attorney trust account because the two (2) wires served as payment advances and/or bribes to Defendants from Conmave, and other wrongdoers in Greece who partnered and "associated-in-fact" with Defendants to misappropriate Plaintiffs' funds.

Each of the Defendants committed, directed, or authorized overt acts of mail and wire fraud, and aided and abetted each other's acts of mail and wire fraud, to achieve the object of their conspiracy. Each of the Defendants agreed with each other to conduct, and cooperated with each other to conduct, the enterprise's affairs through a pattern of racketeering activity, which is further described in Section 2 above.

12. The injury to business or property.

Plaintiffs have been injured as a result of Defendants' racketeering activity. Specifically, \$9,000,000 was diverted and misappropriated from One World by Defendants for Defendants' own personal benefit through a series of fraudulent loans and wire transfers.

13. The causal relationship between the injury and the violation of the RICO statute.

As detailed above, Plaintiffs were victimized by Defendants' pattern of racketeering activity, overt acts, fraudulent schemes and conspiracy. Through Defendants' activity, Defendants converted and misappropriated at least \$9,000,000 from One World's accounts to themselves under the pretext of the Medicinal Cannabis Scam.

The Medicinal Cannabis Scheme was a sustained, well-developed operation organized for the purpose of defrauding Plaintiffs, misappropriating Plaintiffs' funds and concealing that fraud so that Plaintiffs could not put an end to the fraud. Defendants' predicate acts constituting a pattern of racketeering include, but were not limited to, the repeated theft of plaintiffs' funds, money laundering of plaintiffs funds through the various aforementioned business entities,

accounts and international/interstate wire frauds, financial institution fraud, engaging in monetary actions with property derived from unlawful activities, and wire fraud by re-routing plaintiffs' funds from the First Conmave Note, Second Conmave Note funds and Bioprocann Note funds back into the United States to themselves and/or their agents via international wires. Defendants converted and misappropriated these funds through numerous international and inter-state wires listed above in Section 4(a).

As stated above, Defendants made numerous material misrepresentations and omissions regarding, *inter alia*: (i) their lack of business and investment experience in various American industries and business sectors; (ii) Onoufriadis alleged relationship with a specific Greek billionaire whose international company Intrasoft International holds business interests in lottery and online gaming systems, telecommunications and related technology; (iii) Rodgers' ethical conflicts; (iv) the purported investment opportunity in the Greek medicinal cannabis market, i.e., the Medicinal Cannabis Scam; (v) phony written budgets in support of the Medicinal Cannabis Scam; (vi) the Medicinal Cannabis Scam was actually designed and conceived to convert, divert and misappropriate Plaintiffs' funds to Defendants and their colleagues for Defendants' own personal use; (vii) the First Conmave Note; (viii) the Second Conmave Note; the Bioprocann Note; and (ix) Defendants' purchase of real property and other luxury items that they would not otherwise be able to afford with misappropriating Plaintiffs' capital contributions.

Chaleplis relied on these material misrepresentations and omissions by making capital contributions totaling \$9,000,000 to One World to finance the Medical Cannabis Scam, which Defendants then diverted and misappropriated for their own personal benefit to fund purchases of new homes, cars, boats and other items. Defendants' failures to disclose these material facts were intentional so that Chaleplis would not discover the truth about the Medicinal Cannabis Scheme,

so that Chaleplis would not remove Onoufriadis as Manager of One World, would not remove Rodgers as Secretary or Chief Legal Officer and/or would not discover or recover Chaleplis' misappropriated funds and/or preserve his capital contributions that Defendants were misappropriating and using for their own personal financial gain and lifestyles. Chaleplis would have removed Onoufriadis and Rodgers as One World officers, would have taken appropriate action to preclude any further theft and diversion of plaintiffs' funds and/or would have refrained from making any further capital contributions to One World. Had Defendants made Chaleplis aware of the truth behind the Medicinal Cannabis Scam at any point in time, Chaleplis would have removed Onoufriadis and Rodgers as One World officers, would have taken appropriate action to preclude any further theft of Plaintiffs' funds and/or would have refrained from making any further capital contributions to One World to preserve Plaintiffs' assets.

14. Any additional information that would be helpful to the Court in trying the RICO claim.

Plaintiffs believe that a significant volume of additional relevant evidence supporting its RICO claims will be obtained through discovery, and Plaintiffs reserve the right to amend this Statement to provide the Court with additional information obtained during discovery that will assist in the processing of the RICO claim asserted in this action. Moreover, Plaintiffs have initiated several other lawsuits to recover Plaintiffs' stolen assets diverted by Defendants.

Contemporaneously with the instant action, plaintiffs filed a lawsuit in Greece against Conmave and its principal(s)/agent(s) captioned One World, LLC v. Conmave, et. al., General Filing # 52277/2020 and Specific Filing # 5698/2020, before the Hon. Eleni Motsovolea (P.J.) on or about July 31, 2020 ("the Greek Action"). The Greek Action was filed to recover plaintiffs' stolen funds diverted and absconded through Conmave by Onoufriadis, Karloutsos, Rodgers,

Theophylos and other bad actors in Greek who partnered in coordination with defendants to misappropriate plaintiffs' funds. Notably, Plaintiffs filed a temporary restraining order and preliminary injunction application in the Greek Action that was granted by the Greek Court on July 31, 2020, resulting in temporary restraint being entered against Conmave and its principal(s)/agent(s) barring them from selling and/or transferring millions of dollars in exotic automobiles and boats that were improperly purchased through Conmave with plaintiffs' stolen funds.

Following the filing of this action and the Greek Action, plaintiffs filed a one-count action in this District of Massachusetts under seal captioned One World, LLC v. Onoufriadis, C.A. No. 20-cv-11580-RWZ (the "Onoufriadis *Lis Pendens* Action) for court approval to file a *lis pendens* against Onoufriadis' Boston condo unit, which Onoufriadis purchased using almost \$2,000,000 of plaintiffs' stolen funds. That action was accompanied by a motion for approval to file a *lis pendens*, and successfully resulted in the Hon. Rya W. Zobel (D. Mass.) entering a September 2, 2020 Order Approving a Memorandum of *Lis Pendens* for filing against Onoufriadis' Condo Unit. Notably, authority to file the *lis pendens* was Ordered by Judge Zobel based upon: (i) the facts alleged in this action; (ii) the One World bank accounts evidencing the One World wire transfers to Conmave, Bioprocann, Manolakos, etc.; (iii) Onoufriadis' purchase of the Boston Condo with no mortgage using almost \$2,000,000 that Onoufriadis stole from plaintiffs as outlined above; (iv) and a certified translation of the Greek temporary restraining order/preliminary injunction; and (v) out of concern Onoufriadis would transfer the Boston Condo to a friend or family member's name to place the asset beyond plaintiffs' reach of recovery.

Moreover on October 9, 2020, plaintiff filed an action and motion for *lis pendens* against Ioannis Manolakos, who is another one Onoufriadis', Rodgers' and Karloutsos' co-conspirators

and partners in the Medical Cannabis Scheme, in the District of Massachusetts captioned One World, LLC v. Manolakos, et. al., Civil Action # 1:20-cv-11837 (“the Manolakos Action”).

In the Manolakos Action, plaintiffs are pursuing conversion, unjust enrichment, quiet title, fraud, constructive trust, accounting and federal RICO claims against Manolakos and his affiliate company relating to: (i) Manolakos receipt and coordinated theft of at least \$71,000 via interstate wire from One World to Manolakos’ Community Credit Union of Lynn, Massachusetts Account # *****4675; and (ii) Manolakos receipt of at least \$405,000 via separate direct or indirect wires from One World (either by interstate wire or international wire) he used to purchase a condo located at 11 Norma Way, Middleton, Massachusetts (“Middleton Condo”) without a mortgage, as part of the Medical Cannabis Scheme carried out by Karloutsos, Onoufriadis and Rodgers. On October 13, 2020, the Hon. Rya W. Zobel (D. Mass.) again entered an Order in the Manolakos Action authorizing One World and Chaleplis to file a *lis pendens* against the Middleton Condo that defendants and Manolakos diverted plaintiffs’ funds into via wire transfers and diversions.

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