

**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 #

COMPLAINT

Plaintiffs One World, LLC (“One World”) and Gabriel Chaleplis (“Chaleplis”) hereby state as follows by way of Complaint against defendants: (i) Nikolaos Onoufriadis (“Onoufriadis”); (ii) Canncore, Inc. (“Canncore”); (iii) James M. Rodgers, Esq. (“Rodgers”); and (iv) Michael Karloutsos (“Karloutsos”).

JURISDICTION & VENUE

1. This Court has diversity jurisdiction over the subject matter of this civil action pursuant to 28 U.S.C. § 1332 because the action is between citizens of different states and the amount in controversy exceeds \$75,000 since it involves at least \$9,000,000 in damages.

2. This Court also has original jurisdiction over the subject matter of this civil action pursuant to 28 U.S.C. 1330 because the action is brought under the laws of the United States, and in particular: (i) the Racketeer Influenced & Corrupt Organizations Act (“RICO”) codified at 18 U.S.C. 1961 et. seq.; and (ii) the Declaratory Judgment Act codified at 28 U.S.C. 2201 et. seq.

3. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(a), (b) and (c) because defendants currently conduct and/or conducted business directly in

the State of New York in Manhattan and the Southern District, and all did so during the time period in controversy. In addition, venue is proper since Onoufriadis, Karloutsos and Rodgers specifically, continuously and systematically targeted, solicited, negotiated with, met with, fraudulently misled through material misrepresentations and concealments, and contracted with Chaleplis and One World in Manhattan regarding the instant subject matter. They did so to fraudulently induce Chaleplis' capital contributions into One World, to fraudulently induce his decision to make them member(s)/partners, to hire them as officers and/or representatives of One World to manage its financial affairs, legal affairs and investment proceeds, to act on One World's behalf in developing purported investment and business opportunities, and to initially fraudulently induce and continuously fraudulently induce his agreement to the terms of the One World Operating Agreement and their management of One World and its assets. Moreover, venue is proper since the facts and events giving rise to this controversy substantially occurred in Manhattan, and in particular within the Southern District of New York. Venue is also proper in the Southern District since defendants' wrongful conduct specifically occurred in the Southern District, including Onoufriadis', Karloutsos' and Rodgers' fraudulent inducement, fraudulent conduct and solicitation of Chaleplis and One World face-to-face on multiple occasions in Manhattan and the Southern District, and their intentional failure to disclose their deceptive diversion of funds out of One World's bank accounts for purposes of misappropriating plaintiffs' funds to themselves and their colleagues during all of those Manhattan meetings.

THE PARTIES

4. One World is a Delaware limited liability company having its current registered business address a3422 Old Capitol Trail, Suite 700, Wilmington, Delaware 19808-6192.

5. Chaleplis is a foreign citizen of the United Kingdom having his principal residence located at 153 Worple Road, SW20 8RQ, London, United Kingdom. Chaleplis is currently the one hundred percent (100%) member of One World.

6. Onoufriadis is currently a resident of the State of Massachusetts having his current principal residence located at 300 Pier 4 Boulevard, Suite 3J, Boston, MA 02210-2495. Onoufriadis is the former Manager of One World and a former twenty percent (20%) member of One World.

7. Rodgers is a Pennsylvania licensed attorney and a resident of the State of Pennsylvania having his current business address located at 1735 Market Street, Suite A481, Philadelphia, PA 19103. Rodgers is the former Secretary and Chief Legal Officer of One World.

8. Karloutsos is a currently a resident of the State of Virginia having his current principal residence located at 6966 Kyleakin Court, McLean, Virginia 22101.

9. Canncore is a Massachusetts registered corporation with its registered business address located at 800 Boylston Street, Boston, Massachusetts. Canncore is nothing but a phony alter-ego conduit and corporate shell of Onoufriadis that Onoufriadis illegally and deceptively used/hid behind to divert and misappropriate plaintiffs' funds and assets to Onoufriadis for his own personal benefit and use, and to defraud Chaleplis and One World.

FACTS

10. Before May 2017, Chaleplis endeavored to create an investment company in the United States to invest in American business opportunities and traditional investments.

11. To form, establish and advance the creation and operation of Chaleplis' investment company, Chaleplis consulted with a friend in Greece. Upon Onoufriadis learning from Chaleplis' friend in Greece that Chaleplis was seeking to create such an American investment company, 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.

12. Thereafter, Chaleplis spoke with Onoufriadis regarding Chaleplis' intention and plan to establish the American investment company. During those discussions, 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.

13. Onoufriadis' website intentionally and falsely advertises and offers Onoufriadis' phony and non-existent consulting services into the State of New York/Southern District of New York under Onoufriadis' trade name Power 2U Consulting advertised at www.power2u-consulting.com. Onoufriadis made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

14. On his Power 2U Consulting's website, Onoufriadis intentionally and falsely advertises into the State of New York/Southern District of New York that he and his syndicate have "decades of experience in executive management, government relations, and business development." Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

15. In addition, Onoufriadis Power 2U Consulting's website intentionally and falsely advertises into the State of New York/Southern District of New York that he has, "an extensive

international footprint, global relationships, and associates with experience in executing missions across the United States, Europe, and the Middle East,” and that Onoufriadis understands the value of “being local” for each of his customers “by respecting their culture and unique identity.” Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

16. On his Power 2U Consulting’s website, Onoufriadis intentionally and falsely advertises to the public, the State of New York and the Southern District that he has an “extensive global footprint and associates with experience in executing missions across the United States, multiple countries in Europe and the Middle East.” His website intentionally and falsely further advertises to the public, the State of New York and the Southern District that his “international nature and global relationships have helped us understand the value of ‘being local’ for each one of our partners, respecting their culture and identifying with the unique conditions of each request.” Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

17. Under his website’s “Business Development” section, Onoufriadis intentionally and falsely advertises to the public, the State of New York and the Southern District that he had “decades of experience in Business Development, at an executive level on a global scale,” and had the “proven expertise to provide your company with more than just a generic guide to growth.” Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

18. Under his website's "Business Development" section, Onoufriadis intentionally and falsely claims to the public, the State of New York and the Southern District that he had the "capabilities" to "analyze the multiple avenues of growth and help your company make informed decisions on which opportunities to take advantage of, providing you with the skillset to travel along the selected path." Onoufriadis intentionally made these same knowingly false and material representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

19. Under his "Government Relations section of his website, Onoufriadis intentionally and falsely advertises to the public, the State of New York and the Southern District that he had "decades of experience working at all levels of US government, Federal, State and Local, as well as numerous governments around the world." Onoufriadis intentionally made these same knowingly false and material representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

20. Under his "Government Relations section of his website, Onoufriadis intentionally and further falsely advertises to the public, the State of New York and the Southern District that he "understands what it means to work with the Public Sector, along with its contractual processes and obligations." Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

21. Moreover, under his "Government Relations section of his website, Onoufriadis intentionally and falsely claims to the public, the State of New York and the Southern District that, "From government contracts to fundraisers and socio-political events, our skilled team has developed finesse in the art of communicating and interacting with public officials and will guide

you across all the stages of building relationships.” Onoufriadis intentionally made these same knowingly false representations to Chaleplis before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

22. Every single advertised statement Onoufriadis makes/made on his Power 2U Consulting website broadcast and advertised into the State of New York during the relevant time period and to Chaleplis is intentionally false, but was materially and reasonably relied upon by Chaleplis as outlined below to appoint Onoufriadis as Manager of One World, to enter into an Operating Agreement for One World appointing Onoufriadis as One World’s Manager and to continue to make capital contributions into One World that Onoufriadis, Rodgers and Karloutsos misappropriated for themselves to plaintiffs’ financial detriment. Onoufriadis made these same knowingly false representations to Chaleplis that were material before May 27, 2017, before September 30, 2017 and after both of those dates continuously and systematically.

23. Moreover during the foregoing and below described discussions, 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. Specifically, Onoufriadis intentionally and falsely represented to Chaleplis that Onoufriadis possessed such relationship based upon Onoufriadis’ alleged management position with Intrasoft International. Notably, Onoufriadis’ Power 2U Consulting business address is actually the address of a Regus virtual office space that is/was also utilized by that Greek billionaire’s Intrasoft International company as an American office address. 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.

24. Since Onoufriadis was a phony without any relevant and/or actual business or investment experience, and since he was completely incapable of managing and/or operating any aspect of an investment vehicle company possessing sizeable assets, 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.

25. Aside from the fact that Onoufriadis had no business or investment experience, Onoufriadis sought Karloutsos' consultation and assistance regarding Chaleplis' American investment endeavor based upon Karloutsos': (i) presence in the United States and in particular New York; (ii) experience in both American and Greek politics in the area of public relations, government relations and lobbying as a consultant between United States citizens/companies and the Greek government, partially through Karloutsos' consulting company MAK Consulting, LLC; and (iii) political and social connections in the United States stemming from Karloutsos' political involvement, his father's position within the Greek Orthodox Church here in the United States, his lobbying activities between U.S. citizens/companies and the Greek government, his public relations work and his purported consulting experience.

26. Onoufriadis represented to Chaleplis that Karloutsos was one of Onoufriadis very best friends. In addition, Onoufriadis represented to Chaleplis that Karloutsos was highly trustworthy, competent and experienced in identifying and developing business opportunities, and that Karloutsos and Onoufriadis were extremely close. Onoufriadis also highlighted his close relationship with Karloutsos by citing the fact Karloutsos' son baptized Onoufriadis' son.

27. Subsequently, Onoufriadis then made arrangements with Karloutsos to meet Chaleplis in Greece for purposes of introducing themselves to Chaleplis in person, and to discuss the possibility of Onoufriadis and Karloutsos assisting Chaleplis with Chaleplis' planned American investment company. The three (3) of them then met in Greece and did in fact commence discussing various topics about the possibility of doing so.

28. 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.

29. During their discussions, 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.

30. Consequently, Karloutsos could not openly, actually and/or formally participate in private sector consulting, and could not openly, actually and/or formally own or participate in the management of private enterprises, or pursue business opportunities on behalf of private citizens or companies while engaging in lobbying/consulting activity, while working for the U.S. State Department.

31. In addition, both Onoufriadis and Karloutsos advised Chaleplis to utilize Rodgers' legal services for the American investment company since Rodgers was an attorney and also one of Karloutsos' very best friends.

32. Furthermore, based on their discussions, Karloutsos and Onoufriadis recommended that Chaleplis allow Onoufriadis to manage the day-to-day operations of Chaleplis' American investment company, while Karloutsos "silently" worked with Onoufriadis and Rodgers on Chaleplis' and One World's behalf to research, identify, pursue, develop and consummate American business opportunities and investments for Chaleplis' investment company that was ultimately One World.

Formation of One World to Pursue American Business & Investment Opportunities

33. 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.

34. Subsequently, based upon all of Chalpelis' previous discussions with Onoufriadis and Karloutsos, the two of them coordinated and arranged for Chaleplis to meet with Karloutsos, Onoufriadis and Rodgers in person at a Manhattan restaurant on September 28, 2017 (the "September 28, 2017 Meeting").

35. The purpose of the September 28, 2017 Meeting was for Chaleplis, Karloutsos, Onoufriadis and Rodgers to: (i) all meet one another in person at the same time to discuss Chaleplis' American investment vehicle goals and endeavors; (ii) for Chaleplis to learn from these individuals about Onoufriadis', Rodgers' and Karloutsos' alleged experience, capabilities, knowledge and ideas in identifying, making, developing and managing American investments and business opportunities; (iii) for Chaleplis to learn about investment ideas Karloutsos, Rodgers and Onoufriadis had for Chaleplis in line with Chaleplis' interests; and (iv) to negotiate

and discuss the contractual terms, conditions, business understandings and details for defendants' potential management of One World's investments, business operations, capitalization and business/investment objectives. The purpose of the meeting was to also discuss Onoufriadis, Rodgers and Karloutsos managing, operating, developing and advancing One World's investment opportunities and operations on Chaleplis' behalf.

36. During the September 28, 2017 Meeting, Onoufriadis, Karloutsos and Rodgers solicited and requested Chalpelis 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.

37. Specifically during the September 28, 2017 Meeting in Manhattan, Karloutsos, Onoufriadis and Rodgers 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 that Chaleplis was interested in as outlined above. These intentionally false and material representations reasonably induced Chaleplis into agreeing to partner with Onoufriadis, Karloutsos and Rodgers in assisting and managing Chaleplis' American investment vehicle.

38. Also during the September 28, 2017 Meeting, Onoufriadis once again intentionally and falsely held himself out to Chaleplis as having a very significant relationship with a specific Greek billionaire who owns Intrasoft International that owns interests in lottery systems, telecommunications and related technology, which are industries and business opportunities that Chaleplis was interested in pursuing. This intentionally false and material

representation also reasonably induced Chaleplis into appointing Onoufriadis as the Manager of One World and as a Member, since Onoufriadis intentionally and falsely represented to Chaleplis that Onoufriadis would assist Chaleplis and One World profit from that non-existent purported relationship in the areas of online gaming and lottery, and since Onoufriadis was an alleged American employee of that international company.

39. During the September 28, 2017 Meeting, Onoufriadis solicited Chaleplis to manage and operate One World, while holding himself out as highly experienced, knowledgeable and capable of managing One World in identifying, developing, pursuing and consummating business opportunities and investments in the United States. This despite the fact Onoufriadis had no such experience or knowledge. Chaleplis reasonably relied upon those materials misrepresentations in agreeing to make Onoufriadis the Manager of One World and a member of the company.

40. During the September 28, 2017 Meeting, Rodgers solicited Chaleplis to serve as One World's Chief Legal Officer, while holding himself out as highly experienced and capable of handling One World's legal needs relating to identifying, developing, pursuing and consummating business opportunities and investments in the United States in accordance all related legal issues. This despite the fact Rodgers had no such experience or knowledge in such areas of the law or businesses.

41. Following the foregoing meetings in Manhattan and the intentionally false misrepresentations and concealments that Onoufriadis, Karloutsos and Rodgers 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 based upon terms and conditions they all discussed during the September 28, 2017 Meeting in New York City.

42. Rodgers then prepared a written Operating Agreement for One World that Rodgers and/or Onoufriadis forwarded to Chaleplis for signature.

43. That written Operating Agreement was supposed to memorialize the contractual terms of the agreement that Chaleplis had discussed and negotiated with Rodgers, Onoufriadis and Karloutsos during their in-person meeting and negotiations in Manhattan at the September 27, 2017 Meeting.

44. The Operating Agreement intentionally omitted any reference to Karloutsos having involvement and/or profit interest in the company, despite the fact that Karloutsos would, because Karloutsos was still serving in his position with the Department of State at the time. The Operating Agreement also made that omission despite the fact Karloutsos was also going to actually be 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.

45. On or about September 30, 2017, Chaleplis and Onoufriadis executed the written Operating Agreement for One World (“the Operating Agreement”).

46. Pursuant to Paragraph 3.1/4.1 of the Operating Agreement, Chaleplis was the eighty percent (80%) member in One World.

47. Pursuant to Paragraph 3.1/4.1 of the Operating Agreement, Chaleplis was also the 100% profit member of One World since Chaleplis contributed all of the capital into One World, and since One World was specifically formed to serve as an American investment vehicle for Chaleplis.

48. Since One World was Chaleplis' personal investment vehicle to make American investments and pursue American business opportunities, all of the capital contributions made into One World were made by Chaleplis between November 2017 and July 2019.

49. Pursuant to Paragraph 3.1/4.1 of the Operating Agreement, Onoufriadis was the twenty percent (20%) member in One World.

50. Pursuant to the Operating Agreement, and in accordance with Chaleplis' purpose for forming One World, Chaleplis made repeated and numerous capital contributions to One World between November 2017 and July 2019 for the sole and exclusive purpose of "pursu[ing] investment and business opportunities in the United States," and any other investments the "majority" of the members (i.e. Mr. Chaleplis as the eighty percent (80%) member and 100% profit member) voted to approve.

51. Onoufriadis was a twenty percent (20%) member of One World from September 30, 2017 until he executed an Assignment of Membership Interest in favor of Chaleplis on April 2, 2020 assigning all of Onoufriadis' One World membership interest to Chaleplis. As a result of that assignment, Chaleplis became the 100% member of One World.

52. Pursuant to Paragraph 2.1 of the Operating Agreement and Paragraph 3.3(a) of the Operating Agreement's general provisions, Onoufriadis was appointed and designated as the sole Manager of One World.

53. Pursuant to Paragraph 3.3(c) of the Operating Agreement, Rodgers was appointed the Chief Legal Officer and Secretary for One World.

54. Pursuant to Paragraph 15.13(a) of the Operating Agreement, Onoufriadis' compensation for serving as Manager was \$50,000 annually.

55. Consequently, both Onoufriadis and Rodgers were specifically charged with both contractual obligations and fiduciary duties of care and loyalty to both One World and Mr. Chaleplis in Onoufriadis' and Rodgers' capacities as: (i) One World's Manager, Secretary and Legal Officer; and (ii) regarding Nick as a member of One World.

56. Pursuant to Paragraph 15.13(b), Rodgers was not paid any annual salary for serving as the Chief Legal Officer or Secretary of One World, but was entitled to specific compensation as outlined below.

57. Rodgers drafted the Operating Agreement for One World as attorney for One World while contemporaneously having multiple ethical conflicts as an attorney in doing so due to: (i) Rodgers' personal financial interest in One World transactions pursuant to Paragraph 15.13(c) of the Operating Agreement; (ii) due to his personal friendship and oral "side-deal" agreement with Karloutsos outlined in this Complaint; (iii) due to the fact he was to serve contractually and in a fiduciary capacity per the Operating Agreement as the Chief Legal Officer and Secretary of One World; and (iv) due to his failure to disclose to Chaleplis before, during and after drafting and execution of the Operating Agreement that Rodgers was representing One World, Chaleplis and himself all at the same time, and not solely Chaleplis individually, in the drafting, negotiating and execution of the Operating Agreement.

58. Pursuant to Paragraph 15.13(c), both 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.

59. 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.

60. 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.

61. 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.

62. On December 17, 2017, Karloutsos left his position at the U.S. State Department for reasons unknown, but continued “working” on One World’s behalf to identify and create alleged “investment and business opportunities” for One World and Chaleplis.

One World Commences Business Operations

63. Subsequent to the above events, Chaleplis made capital contributions to One World at various intervals between November 2017 and July 2019.

64. 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.

65. Onoufriadis' signatory authority for One World bank accounts included, but were not limited to: (i) three (3) separate Citizens Bank accounts; (ii) an Alex Brown/Raymond James investment account; and (iii) a Hancock Whitney account.

66. Among those One World bank account, Chaleplis only had access to the Alex Brown/Raymond James account.

67. Moreover, most of Chaleplis' capital contributions were made into Rodgers' Citizens Bank IOLTA attorney trust account for ultimate transfer to One World's bank accounts referenced above.

68. Due to both Onoufriadis', Karloutsos' and/or Rodgers' existing relationship with Citizens Bank, Onoufriadis unnecessarily opened three (3) separate One World bank accounts with Citizens Bank (rather than only one) with the specific intent of Onoufriadis, Rodgers and Karloutsos misappropriating plaintiffs' funds through the unnecessary diversion via electronic wiring and movement of Chaleplis' One World capital contributions as outlined below.

69. On March 17, 2018, Chaleplis travelled to Las Vegas, Nevada from New York City. He did so after first again meeting in New York City with Karloutsos and Rodgers to discuss in person the details of proposed One World business opportunities that Onoufriadis, Karloutsos and Rodgers allegedly had researched and developed for One World (the "March 17, 2018 Meeting").

70. During the March 17, 2018 Meeting and leading up to it, Karloutsos, Onoufriadis and Rodgers presented a phony purported "business opportunity" to Chaleplis that was actually a scheme and artifice designed to misappropriate and convert Chaleplis' investment proceeds from One World, and which centered upon One World allegedly entering and pursuing the Greek medicinal cannabis market that did not yet exist.

71. During and leading up to the March 17, 2018 Meeting, Karloutsos, Onoufriadis and Rodgers described this purported Greek medicinal cannabis market opportunity which 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”).

72. During and leading up to the March 17, 2018 Meeting, Karloutsos, Onoufriadis and Rodgers, 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.

73. The purpose of the Las Vegas trip following the March 17, 2018 Meeting in Manhattan was also to purportedly research, investigate and conduct due diligence on potential alleged new business opportunities for One World in the online gaming and casino markets.

74. Notably, while presenting the Medicinal Cannabis Scam to Chaleplis and One World before and during the March 17, 2018 Meeting telephonically, Onoufriadis did not partake in that Las Vegas business trip or the meeting between Chaleplis, Rodgers and Karloutsos in New York City to discuss One World business details. This despite Onoufriadis being the One World Manager. This evidences that Karloutsos and Rodgers were also involved in managing the operations and business affairs of One World, despite Karloutsos not being a named a “formal” member, officer, manager and/or director of One World.

75. For the March 17, 2020 Meeting and other meeting the parties had with one another in New York City, Onoufriadis, 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.

76. During the March 17, 2018 Meeting conducted in New York City though, and during the subsequent Las Vegas trip back and forth from New York City, neither Onoufriadis, Karloutsos nor Rodgers ever disclosed to Chaleplis that Onoufriadis, Karloutsos and Rodgers were actually intending and planning on diverting and misappropriating One World's funds to themselves for their own personal use, under the phony guise and scheme of the Medicinal Cannabis Scam through various Greek phony company conduits and accounts.

77. Shortly before leading up to and shortly after the March 17, 2018 Meeting, and following all the discussions Chaleplis had with Onoufriadis, Rodgers and Karloutsos regarding the purported Medicinal Cannabis Scam, 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.

78. As a result, less than a week before the March 17, 2018 Meeting and also on or about the next few days and weeks, Chaleplis made the foregoing capital contributions into One World while intentionally kept unaware of the fact the Medicinal Cannabis Scam was in fact a fraudulent scheme and artifice that Karloutsos, Onoufriadis and Rodgers had designed and conceived to convert, divert and misappropriate plaintiffs' funds to themselves and their colleagues for defendants' own personal use.

79. Chaleplis made those wire transfers as One World capital contributions unaware of Onoufriadis', Rodgers' and Karloutsos' intentional concealment of the material facts that the Medicinal Cannabis Scam was a scheme and artifice designed to misappropriate plaintiffs' funds, and unaware that the intentional and affirmative material representations plaintiffs made about its legitimacy was a scheme and artifice designed to misappropriate and convert plaintiffs' funds.

80. Had Chaleplis been made aware of the true facts behind the Medicinal Cannabis Scam, he would never have made any of the foregoing capital contributions into One World, and could have recouped and/or preserved his funds. Due to defendants' affirmative misrepresentations and concealments outlined above, Chaleplis made those additional capital contributions into One World.

81. On or about March 19, 2018 and March 20, 2018, Chaleplis once again met with Karloutsos, Rodgers and Onoufriadis in Manhattan at restaurants on both dates to discuss One World's business operations, business and investment prospects, company details and actual investments made thus far, which included all purported investment opportunities that Karloutsos and Onoufriadis had researched, developed and targeted (the "March 2018 Meetings").

82. During the March 2018 Meetings, Onoufriadis, Rodgers and Karloutsos further discussed the Medicinal Cannabis Scam in detail with Chaleplis, which specifically included discussions and details concerning: (i) the alleged required funding for the Medicinal Cannabis Scam; (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.

83. For the March 2018 Meetings, Onoufriadis, Karloutsos and Rodgers presented a phony written budget to Chaleplis claiming to itemize the actual costs to capitalize and launch a vertically integrated medicinal cannabis company in Greece.

84. During the March 2018 Meetings, Onoufriadis, Rodgers and Karloutsos also discussed potential and actual future investment opportunities for One World that they had been developing and/or engaging in for One World.

85. During the March 2018 Meetings, neither Onoufriadis, Rodgers nor Karloutsos ever disclosed to Chaleplis the truth about the Medicinal Cannabis Scam, which is that it was a

fraudulent scheme and artifice that defendants designed and presented to plaintiffs to misappropriate plaintiffs' funds for themselves and their colleagues.

86. Had Chaleplis been made aware of the truth regarding the Medicinal Cannabis Scheme during the March 2018 Meetings, he would never have made any further capital contributions into One World, and could have recouped or preserved those funds. Due to defendants' intentional concealment of those material facts, Chaleplis made the following additional capital contributions into One World for capitalizing the Medicinal Cannabis Scam (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.

87. On March 21, 2018, Onoufriadis alone again met Chaleplis in New York City to review, discuss and develop One World's business operations, investments and potential business opportunities, including to discuss in detail the Medicinal Cannabis Scam (the "March 21, 2020 Meeting"). This meeting also included One World's business opportunities that Onoufriadis had allegedly been researching and developing for One World Since 2017, none of which actually existed except for the phony Medicinal Cannabis Scam.

88. For the March 21, 2020 Meeting, Onoufriadis, Karloutsos and Rodgers presented a phony written budget to Chaleplis claiming to itemize the actual costs to capitalize and launch a vertically integrated medicinal cannabis company in Greece.

89. The March 21, 2018 Meeting included additional conversations, intentional affirmative misrepresentations and intentional concealments from Onoufriadis regarding the Medicinal Cannabis Scheme, including but not limited to: (i) the required funding for the Medicinal Cannabis Scam; (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 Greek 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 Greek Medicinal Cannabis Scam; and (v) the time lines associated with establishing the business.

90. Once again on March 21, 2018, Onoufriadis intentionally never disclosed the material facts to Chaleplis that the Medicinal Cannabis Scam was in actuality a fraudulent scheme and artifice designed to convert and misappropriate plaintiffs' funds for defendants' own personal use. Rather, Onoufriadis advised the business plan for the Medicinal Cannabis plan was advancing. Due to the concealment of those material facts, Chaleplis made the following additional capital contributions into One World: (i) €10,400,000 on March 30, 2018; and (ii) €2,180,000 on December 21, 2018.

91. Based upon the foregoing multiple meetings in New York City between Chaleplis and Onoufriadis, Rodgers and Karloutsos, and those defendants' intentional affirmative misrepresentations and/or omissions about the fact the Medicinal Cannabis Scam was a fraudulent scheme and artifice they designed to misappropriate and convert plaintiffs' funds for their own use, Chaleplis made the foregoing capital contributions into One World in reasonable reliance upon defendants' intentional misrepresentations and/or omissions concerning the Medical Cannabis Scam.

92. On or about October 14, 2018, Chaleplis once again met with Onoufriadis and Rodgers in Manhattan at a restaurant to discuss One World's current business affairs, investments, business opportunities and investment opportunities that Rodgers, Karloutsos and Onoufriadis allegedly had been working on for One World, including but not limited to the status and progress of the Medical Cannabis Scam (the "October 14, 2018 Meeting").

93. The purpose of the October 14, 2018 Meeting was for Onoufriadis, Rodgers and Karloutsos to update Chaleplis on the progress, status and performance of One World's investments, future targeted investments to be made and other investment opportunities that Onoufriadis, Rodgers and Karloutsos had allegedly identified and made, including the Medical Cannabis Scam.

94. During the October 14, 2018 Meeting, neither Onoufriadis, Rodgers nor Karloutsos ever disclosed to Chaleplis the truth about the Medicinal Cannabis Scam, which is that it was designed to convert and misappropriate plaintiffs' funds for their own personal benefit. Such failure to disclose was intentional to avoid Chaleplis refraining from making additional capital contributions into One World, and/or from discovering the truth about the Medicinal Cannabis Scam.

95. Moreover, during the October 14, 2018 Meeting, Onoufriadis and Rodgers intentionally failed and/or refused to disclose to Chaleplis that defendants had already diverted and stolen over \$9,000,000 of plaintiffs' funds to themselves through the Greek companies Connave Monoprosopi FKE and Bioprocann as detailed below. Those intentionally undisclosed diversions and theft of funds had already taken place in May 2018, June 2018 and July 2018 as detailed below.

96. Based defendants' affirmative misrepresentations and/or intentional concealments during the October 14, 2020 Meeting regarding the Medicinal Cannabis Scam and their initial failure to disclose their theft of plaintiffs' funds in May 2018, June 2018 and July 2018, Chaleplis made additional subsequent capital contributions into One World, including on or about December 21, 2018 in the amount of €2,180,000. Chaleplis also made no effort to attempt to recover his stolen funds since he was unaware of these misappropriation of those funds.

97. During all of the foregoing business meetings in Manhattan, neither Onoufriadis, Rodgers nor Karloutsos ever disclosed to Chaleplis that the Medicinal Cannabis Scam was utilized and/or being utilized as a fraudulent scheme to misappropriate and convert plaintiffs' funds while: (i) Onoufriadis served as One World's Manager; (ii) while Rodgers served as One World's Chief Legal Officer and Secretary; and (iii) while Karloutsos served as a de factor manager, agent representative and operator for One World while using Onoufriadis and Rodgers as "front men." These 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 Onoufriadis, Rodgers and Karloutsos were misappropriating and using for their own personal financial gain and lifestyles.

Onoufriadis', Karloutsos' and Rodgers' Theft and Conversion of at Least \$9,000,000 Out of One World's Account Through The Phony Greek Corporate Conduit Conmave Monoprosopi IKE

98. Onoufriadis, Karloutsos and Rodgers 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").

99. The three (3) separate international wires from One World's Citizen Bank account to Conmave were made and/or initiated by Onoufriadis, Rodgers and Karloutsos on these defendants' 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 on those times and date.

100. In doing so, Onoufriadis 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.

101. 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 from Conmave (controlled by Onoufriadis' brother Theofylos) towards the theft of plaintiffs' funds by defendants under the guise of the Medical Cannabis Scam.

102. Such payment was intentionally never disclosed by Onoufriadis, Rodgers and/or Karloutsos to Chaleplis during any of the New York City meetings (or elsewhere) they had as outlined above and below.

103. 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").

104. 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.

105. Onoufriadis, Rodgers and Karloutsos obtained absolutely no actual security interest and/or collateral of any kind from Conmave to secure the First Conmave Note.

106. At the New York City meetings Onoufriadis, Karloutsos and Rodgers participated in with Chaleplis, and thereafter, these defendants intentionally misrepresented to Chaleplis that Onoufriadis' brother Theophylos ("Theo") was the actual single shareholder of Conmave. Meanwhile, the actual owner of Conmave is/was a third-party that is friends with the Onoufriadis brothers named "Grigoris Chatziantoniadis," and who actually executed the First Conmave Note. Onoufriadis, Karloutsos and Rodgers made these intentionally false misrepresentations to Chaleplis to conceal the fact Onoufriadis' brother Theo was not the actual owner of Conmave, and to induce Chaleplis to make additional contributions to One World so that defendants could steal plaintiffs' funds through the Medical Cannabis Scam. Based on defendants' intentional misrepresentations and concealments as to Conmave's actual ownership, Chaleplis was reasonably induced and relied upon those intentional misrepresentations and concealments to trust allowing One World and Onoufriadis to wire One World funds to Conmave.

107. Onoufriadis, Karloutsos and Rodgers 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.

108. 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, 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.

109. 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.

110. 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.

111. This intended and/or actual theft and misappropriation of plaintiffs' funds via the First Conmave Note, and the scheme behind it, was intentionally never disclosed to Chaleplis at the March 17 Meeting, the March 2018 Meetings, the March 21, 2018 Meeting and/or the October 2018 Meeting in New York City. Had it been, Chaleplis would have removed Onoufriadis and Rodgers as One World officers, and 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.

112. On or about October 17, 2018, Onoufriadis, Karloutsos and Rodgers again converted and stole at least another €3,250,000 from One World by way of international wire to the phony Greek corporation Conmave.

113. 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.

114. To conceal and justify that theft of funds from Chaleplis and One World, Karloutsos, Onoufriadis and Rodgers 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").

115. To further conceal and justify Onoufriadis', Rodgers' and Karloutsos' theft of funds, the Second Conmave Note also contains a worthless "corporate guaranty" from Conmave guaranteeing the Second Conmave Note.

116. Onoufriadis, Rodgers and Karloutsos obtained absolutely no security interest and/or collateral of any kind from Conmave to secure the Second Conmave Note.

117. 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.

118. 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.

119. Conmave has never made a single payment of any principal or interest to One World for the Second Conmave Note.

120. This intended and/or actual theft and diversion of plaintiffs' funds via the Second Conmave Note, and the scheme behind it, was intentionally never disclosed to Chaleplis at the March 17 Meeting, the March 2018 Meetings, the March 21, 2018 Meeting nor the October 2018 Meeting. Had it been, 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.

121. None of the funds involved in the Second Conmave Loan were ever invested or utilized to pursue or advance the Medicinal Cannabis Scam.

122. Absolutely none of the purported "loans" to Conmave or other undisclosed companies were actual "loans" as defendants attempted to couch them. In addition, none of those diversions were authorized "investments" in accordance with One World's business purpose of investing in American investment opportunities. They were not even convertible in nature so as to allow One World to own equity in Conmave and/or any other company established to pursue the Medicinal Cannabis Scam, which had been expressly promised to plaintiffs by defendants as part of the Medicinal Cannabis Scam, demonstrating the fraudulent scheme and artifice that Onoufriadis, Rodgers and Karloutsos perpetrated upon plaintiffs.

123. Had Chaleplis ever been made aware of the truth behind the Medicinal Cannabis Scam at any point in time by Karloutsos, Onoufriadis and/or Rodgers, 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.

Onoufriadis' Theft & Conversion of Approximately \$800,000 Out of One World's Account to Greece & Into a Greek Company BioProcann

124. On or about June 26, 2018, Onoufriadis, Karloutsos and Rodgers diverted and/or misappropriated approximately \$3,534,900 from One World to the Greek corporation Bioprocann by way of international wire.

125. Onoufriadis, Rodgers and Karloutsos advised Chaleplis that the "loan" to Bioprocann was also for purposes of investing in Medical Cannabis Scam. Onoufriadis,

Karloutsos and Rodgers 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”).

126. To further conceal and justify Onoufriadis’ theft of funds, the phony “front man” that Onoufriadis, Karloutsos and Rodgers used for Conmave was also a shareholder in Bioprocann.

127. Onoufriadis, Karloutsos and Rodgers obtained absolutely no security interest or collateral of any kind from Bioprocann or its shareholders to secure the Bioprocann Note.

128. The purported Bioprocann “loan” for €3,000,000 was yet another effort by Onoufriadis, Karloutsos and Rodgers 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.

129. 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.

130. Upon subsequently discovering the situation surrounding Onoufriadis’, Rodgers’ and Karloutsos’ improper motives for diverting One World funds through Bioprocann and to other sources in Greece, Chaleplis undertook and implemented measures in Greece that recovered approximately €2,200,000 out of the €3,00,000 that was transferred to Bioprocann from One World.

131. 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.

132. Despite Chaleplis' demands for Onoufriadis, Karloutsos and Rodgers to return the remaining approximately €800,000 back to One World relating to the Bioprocann Note, they have failed and refused to do so.

133. 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.

134. Following their investigation in Greece and other parts of Europe, plaintiffs have discovered that Karloutsos, Onoufriadis and/or Rodgers 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-rourting 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.

135. Plaintiffs are currently missing at least \$9,000,000 in One World capital contributions that Chaleplis made into One World due to the international diversion of plaintiffs' funds by Onoufriadis, Rodgers and Karloutsos as detailed above and below.

Onoufriadis Converts and Misappropriates Through International Diversion At Least \$1,923,000 Out of One World to Himself to Purchase a Luxury Boston Waterfront Condo as His Personal Residence

136. 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.

137. 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 plaintiff’s funds, and awaited its completion to complete the purchase of the Condo in May 2019.

138. 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.

139. 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.

140. Onoufriadis, Rodgers and Karloutsos 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 Onoufriadis, Rodgers and/or Karloutsos 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.

141. 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.

142. Onoufriadis' purchase of the Condo was also: (i) an ultra vires act for his own personal benefit; (ii) a breach of his fiduciary duties of care and loyalty to One World and Chaleplis; and (iii) a theft and conversion of One World's and Chaleplis' funds.

143. There is no executed promissory note memorializing and/or evidencing that Onoufriadis even had One World actually loan the \$1,923,000 to Nick personally.

144. There is no mortgage recorded against the Condo's title securing any purported loan of the \$1,923,000 from One World to Onoufriadis for the purchase of the Condo.

145. Onoufriadis never executed a personal guaranty for the \$1,923,000 he stole from One World to purchase the Condo for Onoufriadis' own personal benefit.

146. Onoufriadis never paid a single penny of principal and/or interest on the \$1,923,000 that he stole from One World to purchase the Condo.

147. Onoufriadis never disclosed to One World and/or Chaleplis that Onoufriadis had purchased the Condo for \$1,923,000 all cash using stolen funds from One World. Rather, he intentionally lied to Chaleplis one year earlier during May 2018, and specifically on May 18, 2018 by stating he was allegedly using mortgage financing to purchase a new residence, and that such new residence would only cost him approximately \$700,000.

148. Since Onoufriadis improperly utilized stolen One World's funds to purchase the Condo in his name, title to the Condo rightfully belongs to One World.

Onoufriadis' Theft of At Least \$487,300 From One World Couched as a "Loan" to Finance His Lifestyle, Personal Expenses and Condo Carrying Costs

149. 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.

150. 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.

151. There is no executed promissory note memorializing and/or evidencing that Onoufriadis even had One World loan the at least \$487,300 to Onoufriadis personally and Onoufriadis has never paid any principal or interest towards this \$487,300 diversion.

152. There is no mortgage recorded against the Condo's title (or any other asset Onoufriadis owns) securing any portion of the at least \$487,300 for the purchase of the Condo.

153. Onoufriadis never executed a personal guaranty to personally guaranty the at least \$487,300 that he stole from One World to finance his personal lifestyle and expenses.

Onoufriadis Illegally Diverts Monies to His Personal Friends as Purported "Loans"

154. While serving as One World's Manager, Onoufriadis illegally diverted and misappropriated approximately \$363,000 from One World to his friends: (i) Fotios Sinioris in the amount of approximately \$292,000; and (ii) Ioannis Manolakos in the amount of approximately \$71,000.

155. There are no promissory notes, mortgages, personal guaranties and/or security agreements of any kind relating to these purported "loans."

156. Onoufriadis' diversion of this at least \$363,000 from One World to his friends was an additional theft of funds whereby Onoufriadis diverted One World money to himself using third-party friendly "conduits" both in Greece and Europe, and then back to United States accounts.

157. No principal or interest of any kind has ever been paid on the purported \$363,000 in alleged "loans" to Onoufriadis' friends.

158. Notably, Fotios Sinioris is also a shareholder and/or office/director of some of the Greek companies in Greece that Onoufriadis, Rodgers and Karloutsos used to divert and misappropriated plaintiffs' funds to after initially being transferred by these defendants to Connave and Bioprocann, and then ultimately back to the United States, demonstrating this \$363,000 was also misappropriated by Onoufriadis, Rodgers and/or Karloutsos.

159. Moreover, Onoufriadis diverted plaintiffs' misappropriated funds to Greece via Connave 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.

160. 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.

Onoufriadis' Clandestine Formation of Canncore, Inc. To Control Diverted Funds

161. On or about October 14, 2019, Onoufriadis clandestinely formed Canncore, Inc. ("Canncore") while still serving as One World's Manager.

162. Onoufriadis registered Canncore's registered business address at his 800 Boyleston Street, Boston, Massachusetts address used for his Power2U Consulting business, and which is the address of his former alleged employer Intrasoft International referenced above.

163. Canncore's corporate registration lists Onoufriadis as the sole officer, director and agent for Canncore holding all corporate executive positions of the company.

164. In addition, Onoufriados has established a website for Canncore at www.canncore.com. On that website, Onoufriadis falsely contends that Canncore "is the leading Greek cannabis company" with licenses to distribute cannabis-related products in Greece and throughout Europe.

165. On Canncore's website, Onoufriadis claims that Canncore has offices and business operations in Greece and New York.

166. Notably, both Bioprocann and Conmave are Greek corporations, which demonstrate Onoufriadis has and/or may have ultimately transferred portions of One World's and Chaleplis' monies to Canncore's bank accounts for his own personal use and benefit.

167. Canncore has no legitimate and/or actual business purpose whatsoever because it has no actual business operations, no employees, no products, no services, no revenues, no capital, no insurance coverage, and cannot possibly sell Greek medical cannabis products in the United States or anywhere outside of Greece under state or federal laws (or European laws) governing medicinal and/or recreational cannabis.

168. Consequently, there is absolutely no business and/or logical purpose for Onoufriadis to have formed Canncore in the United States while serving as One World's Manager, other than to utilize it as a phony front and conduit for his diversion of plaintiffs' funds and assets for Onoufriadis' own personal benefit and lifestyle.

169. At no point in time did Onoufriadis ever disclosed to plaintiffs the formation, existence and/or purpose of Canncore while serving as One World's Manager, or while a One World member. He also never disclosed his repeated theft of plaintiffs' funds to plaintiff as detailed above and below.

Karloutsos & Rodgers Purchase of New & Much More Expensive Homes for Themselves in the Fall 2018 Using Plaintiffs' Misappropriated and Converted Funds

170. 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.

171. Specifically, Karloutsos used the funds he misappropriated and converted clandestinely from plaintiffs to purchase a new townhome on or about September 1, 2018 located at 6966 Kyleakin Court, McLean, Virginia for \$1,270,000 (the "Virginia Townhome").

172. Karloutsos used conventional mortgage financing in the amount of \$952,000 to purchase the Virginia Townhome, and deposited approximately the lowest amount possible to qualify for the financing needed to purchase the Virginia Townhome.

173. Karloutsos 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.

174. Karloutsos was in no financial position to purchase the Virginia Townhome without converting plaintiffs' funds.

175. Karloutsos and his wife sold their former residence at 1462 Hagys Ford Road, Penn Valley, Pennsylvania outside of Philadelphia for \$849,500 in 2017 around the time Karloutsos went to Washington D.C. to work in the State Department. The original face amount of the mortgage on that home though at the time of sale was \$678,000. Notably when he bought that home, Karloutsos used a smaller \$608,000 purchase money mortgage. Consequently, his mortgage debt actually increased while he and his wife lived at their Penn Valley residence between 2011 and 2017, and notably while they operated the unsuccessful Waterworks Restaurant in Philadelphia where they had public scandal and business issues to address.

176. Assuming the mortgage debt on his Penn Valley home was near \$678,000 (which it likely was since the first five (5) years or so of a 30-year conventional mortgage is mostly interest payments), Karloutsos would have only cleared about \$170,000 on the sale of his Penn Valley residence following an approximately \$40,000 sale commission to the real estate broker, moving expenses, legal fees, etc. Such equity would not have been enough to allow for a move into a \$1,270,000 townhome a year later, or to finance that lifestyle and the expenses that come with it, because Karloutsos did not have the income necessary to support the Virginia Townhome and expenses associated with it.

177. Moreover, Karloutsos and his wife notably took out another loan in the amount of \$2,112,500 in 2006 to operate their unsuccessful Waterworks Restaurant in Philly.

178. According to the public records, that loan was initially secured by another townhome that Michael owned/owns in Philadelphia, along with cross-collateralization security against Karloutsos' former Penn Valley home and the Waterworks Restaurant assets.

179. Karloutsos also appears to still have a \$36,179 judgment outstanding against him from February 2008 by way of default, and has still not fully paid another judgment the City of Philadelphia obtained against him for his failed Waterworks Restaurant business.

180. The foregoing further confirms Karloutsos received plaintiffs' misappropriated funds that defendants diverted from One World to Conmave and/or Bioprocann in Greece, and then back to the United States, following additional diversions that defendants' effectuated through other accounts they controlled overseas and in the United States, in order to purchase the Virginia Townhome for himself using plaintiffs' funds.

181. On November 15, 2018, Rodgers and his wife also purchased a 2,400 square foot townhouse (condo with multiple floors) at 4726 Grant Avenue, Philadelphia, PA 19114 (the "Philly Condo").

182. The Philly Condo purchase price was \$491,000 using a \$390,400 conventional 30-year residential mortgage.

183. Rodgers basically made a down payment of a little over just enough money (20%) to obtain the 30-year mortgage.

184. Notably, Citizens Bank was the lender for the mortgage, which is the same bank that Rodgers uses for his IOLTA attorney trust account and that Onoufriadis, Rodgers and Karloutsos used for One World.

185. 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.

186. After purchasing his new Philly Condo on or about November 15, 2018, Rodgers sold his previous Shelmie Avenue home seven (7) months later on June 17, 2019 for \$163,000.

187. Notably, Rodgers originally purchased his previous home at 3536 Shelmire Avenue, Philadelphia, Pennsylvania on or about December 24, 2012 for \$151,000 using a \$122,100 mortgage.

188. Consequently, the sale of his previous residence provided Rodgers with little cash equity from the sale given he was only about six (6) years into the mortgage amortization schedule.

189. Moreover, the seven (7) months between his November 15, 2018 purchase of his Philly Condo and the June 17, 2019 sale of his old home means Rodgers needed to financially “carry” the old home while paying the new mortgage and other expense for the new home. To no surprise, Rodgers received a \$18,198 check from One World’s Hancock Whitney bank account on March 25, 2019 from Onoufriadis for “business development expenses” between January 2018 and March 2019 to pay for such carrying expenses.

190. Based upon the foregoing, it is clear Karloutsos, Rodgers and Onoufriadis all purchased new homes for themselves and their friends contemporaneously with one another following the First Conmave Note funding, the Bioprocann Note funding, and/or contemporaneous with the Second Conmave Note funding all totaling about €10,750,000.

191. Specifically, Karloutsos, Manolakos and Rodgers all purchased within only two (2) months of one other, while Onoufriadis deposited the necessary fund for his Condo contemporaneously in and around November 2018 right after the Second Conmave Note funding on October 17, 2018, as well as within the same approximately two (2) month window.

192. Defendants all purchased their new homes during the same short time frame following their transfers of plaintiffs' funds out of One World to Conmave and Bioprocann, and following contemporaneously their diversion through various Greek and European conduits of those funds back to the United States to accounts their own and/or control.

193. 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 and converted plaintiffs' funds through Conmave and Bioprocann and ultimately back to the United States to their own bank accounts, to make their new home purchases.

Removal of Onoufriadis as One World Manager & Member

194. On or about April 2, 2020, Onoufriadis also assigned all of his twenty percent (20%) membership interest in One World to Chaleplis by way of a written and executed assignment instrument.

195. On or about April 7, 2020, Onoufriadis resigned as the Manager of One World effective April 7, 2020 by way of an April 7, 2020 written and executed resignation.

196. Before resigning as One World's Manager, Onoufriadis engaged in all of the above fraudulent actions, concealments, omissions, misconduct and his theft of funds while serving as the Manager of One World, and while being a member in One World.

197. As a result, Onoufriadis' tenure as One World's Manager lasted from September 30, 2017 until April 7, 2020, while his membership lasted from September 30, 2017 until April 2, 2020.

198. There is no evidence and/or documentation of any kind that either Onoufriadis, Rodgers and/or Karloutsos ever conducted any due diligence whatsoever before the above detailed diversions of One World funds were made to the above-reference companies and third-parties, or that there is any legitimate business purpose for those diversions. Moreover, these defendants took no steps to advance or develop the Medicinal Cannabis Scheme with One World's "loan" proceeds.

Onoufriadis' Failure & Refusal to Account to One World/Chaleplis and Onoufriadis' Refusal to Return All Business and Financial Books and Records to One World

199. On or about April 20, 2020, counsel for One World and Chaleplis served a written notice and demand to Onoufriadis to: (i) return any and all financial and business books and records that belong to One World; (ii) to account for the foregoing approximately \$10,000,000 in diverted and missing One World funds; (iii) to provide all documentary backup for the diverted funds and "loans" Onoufriadis allegedly made to the above referenced third-party individuals and/or companies; and (iv) to provide all business records and due diligence records relating to the above referenced theft of funds.

200. The April 20, 2020 letter provided Onoufriadis with an April 30, 2020 deadline to comply with the demand to turn over those financial books and records.

201. To date, Onoufriadis has failed and/or refused to respond to the April 20, 2020 written notice and demand, and has failed to provide or turn over any of the business and financial records belonging to One World, or relating to his theft of funds. Rather, he has elected to "stonewall" in response to plaintiffs' demands.

202. During his tenure as Manager of One World for approximately two and a half years (and while also a twenty-percent (20%) member, Onoufriadis did not 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.

203. During his tenure as Manager, Onoufriadis inexplicably diverted approximately \$10,000,000 in One World funds to himself, his brother and/or his friends through the Conmave, Bioprocann and other electronic transfer outlined above that has never been accounted for and/or returned to One World.

204. Rather than pursue American investments on One World's behalf, Onoufriadis inexplicably and without any rational, reasonable and/or prudent basis made bizarre and yet to be explained transfers characterized as purported "loans" to foreign companies and unidentified individuals he then used to misappropriate plaintiffs' funds.

205. In doing so, Onoufriadis, Rodgers and Karloutsos failed to even obtain security interests and/or collateral for the repayment of these loans, failed to create any real business documentation justifying these transfers, failed to perform even the most rudimentary of due diligence regarding these transactions and failed to compel or demand any of these foreign companies and/or unidentified individuals (including himself) to even make a single payment and/or pay any interest on these purported "loans." They also failed to pursue any legal action against these purported "borrowers."

206. Onoufriadis engaged in the above shortcomings and reckless conduct despite serving as One World's Manager with both contractual obligation and common law fiduciary responsibilities to reasonably, prudently, honestly and loyally perform his management and

investment responsibilities, which required him to be fully informed about the decisions he made on One World's behalf.

207. While serving as Chief Legal Officer and Corporate Secretary for One World, Rodgers did not discover, identify and/or disclose to Chaleplis, One World and/or any third-party authority any of Onoufriadis' acts of theft, conversion and diversion of One World funds outlined above, which any reasonably prudent person would have discovered and disclosed as a Chief Legal Officer and Secretary.

208. While serving as Chief Legal Officer and Corporate Secretary for One World, Rodgers did not discover, identify and/or disclose to Chaleplis, One World and/or any third-party authority that Onoufriadis, Rodgers and/or Karloutsos engaged in the above wrongful acts, shortcomings and reckless conduct.

209. Rodgers failed to disclose the foregoing events to Chaleplis despite Rodgers serving as One World's Secretary and Chief Legal Officer with both contractual obligation and common law fiduciary responsibilities to reasonably, prudently, honestly and loyally perform his management duties and company officer legal responsibilities, which required him to be fully informed about the decisions and legalities of One World's/Onoufriadis' business operation and actions made in Onoufriadis' position as One World Manager.

210. Onoufriadis and Rodgers also failed to prepare and file One World's state and federal tax returns for 2017 and 2018 in breach of their contractual and fiduciary duties to One World, and failed to prepare and maintain complete and accurate financial records.

COUNT I

(Conversion of One World Funds as to Onoufriadis, His Alter-Ego Canncore, Karloutsos & Rodgers)

211. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

212. Defendants' theft, diversion, embezzlement and/or misappropriation of plaintiffs' funds for their own personal and business use constitutes conversion of One World's and Chaleplis' funds to the detriment of One World and Chaleplis.

213. Onoufriadis' failure and/or refusal to turnover and return all of One World's financial and business books and records following his resignation as Manager of One World constitutes conversion of One World's personal property.

214. Onoufriadis also ultimately transferred significant portions of plaintiffs' funds to his Canncore account, which is a phony company and account Onoufriadis established to divert plaintiffs' monies to in order to misappropriate and convert plaintiffs' funds.

215. In misappropriating plaintiffs' One World contributions, Onoufriadis also used One World's Citizens Bank accounts that received Chaleplis' One World capital contributions directly from Rodgers' own Citizens Bank attorney trust account to divert and misappropriate plaintiffs' funds through the Greek companies to himself and the other defendants.

216. Rodgers therefore assisted, aided and abetted Onoufriadis in the conversion and theft of plaintiffs funds.

217. Rodgers and Karloutsos also ultimately and knowingly received portions of those converted funds from Onoufriadis after plaintiffs' funds were converted

218. As a result, plaintiffs have been and will continue to be damaged.

COUNT II

(Conspiracy to Commit Conversion of One World Funds as to Defendants)

219. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

220. Rodgers, Onoufriadis and Karloutsos all conspired with one another by way of an agreement between them to divert, convert and misappropriate plaintiffs' funds using multiple Citizens Bank accounts, Greek company bank accounts and/or Canncore bank accounts concealed from plaintiffs to disguise their clandestine wrongful actions, conduct and theft of funds, including but not limited to the theft of plaintiffs' funds using multiple Citizens Bank accounts that they controlled and had signatory authority over.

221. As a result, plaintiffs have been and will continue to be damaged.

COUNT III

(Aiding and Abetting Conversion as to Defendants)

222. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

223. Rodgers and Karloutsos provided assistance to Onoufriadis by way of an agreement among them to divert, convert and misappropriate plaintiffs' funds by using multiple Citizens Bank accounts to conceal defendants' wrongful actions and conduct, including the diversion of plaintiffs One World capital accounts from Rodgers' attorney trust account into unnecessary One World accounts with Citizens Bank, and from Conmave or Bioprocann back to defendants' own personal accounts that defendants then diverted and misappropriated.

224. As a result, plaintiffs have been and will continue to be damaged.

COUNT IV

(Breach of Operating Agreement as to Onoufriadis & Rodgers)

225. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

226. Onoufriadis' and Rodgers' actions and inactions outlined above constitute a material breach of the Operating Agreement between the parties based upon their material failures to perform their contractual duties, despite receiving payment from One World.

227. As a result, plaintiffs have been and will continue to be damaged.

COUNT V

(Breach of Fiduciary Duty of Loyalty as to Onoufriadis, Rodgers and Karloutsos)

228. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

229. Onoufriadis', Rodgers' and Karloutsos' actions, inactions and concealments outlined above as agents and officers of One World constitute a breach of their fiduciary duties of loyalty owed to plaintiffs.

230. As a result, plaintiffs have been and will continue to be damaged.

COUNT VI

(Breach of Fiduciary Duty of Care as to Onoufriadis, Rodgers and Karloutsos)

231. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

232. Onoufriadis', Rodgers' and Karloutsos' actions, inactions and concealments outlined above constitute a breach of their fiduciary duty of care to plaintiffs as officers and/or agents of plaintiffs.

233. Rodgers' failure to discover and/or disclose to plaintiffs Onoufriadis', Rodgers' and Karloutsos' theft of plaintiffs' funds and ultra-vires acts constitutes gross negligence by Rodgers, and failure by him to be reasonably informed about the management, operations and business dealings of One World.

234. Onoufriadis horrendous mismanagement of One World for his own personal benefit and abandonment of his Manager role constitutes breach of fiduciary duty of care.

235. As a result, plaintiffs have been and will continue to be damaged.

COUNT VII

(Breach of Fiduciary Duty – Usurping Corporate Opportunity as to Onoufriadis)

236. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

237. To the extent Bioprocann and Conmave are affiliated with, subsidiaries of and/or dominated by Onoufriadis through his phony Canncore company and share common businesses, and/or to the extent Canncore is used by Onoufriadis' to control the Greek companies that received and utilized plaintiffs' funds to allegedly create Greek medicinal cannabis operations, Onoufriadis' diversion of plaintiffs funds to these companies for the sole benefit of Onoufriadis constitutes the usurpation of One World business opportunity by Onoufriadis at plaintiffs' financial expense.

238. As a result, plaintiffs have been and will continue to be damaged.

COUNT VIII

(Unjust Enrichment as to Onoufriadis, Rodgers, Karloutsos & Canncore)

239. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

240. Onoufriadis', Rodgers' and Karloutsos' actions, inactions, misappropriations, conversions and concealments outlined above, as well as their taking and receipt of payment from One World for services never rendered and/or improperly rendered, constitutes unjust enrichment to their benefit at the expense of One World and Chaleplis.

241. Onoufriadis' diversion of plaintiffs' funds into Canncore accounts to convert and misappropriate plaintiffs' funds constitutes unjust enrichment to plaintiffs' detriment.

242. As a result, plaintiffs have been and will continue to be damaged.

COUNT IX

(Replevin of All One World Financial/Business Books & Records as to Rodgers and Onoufriadis)

243. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

244. Based upon the foregoing, One World and Chaleplis are entitled to the replevin, return and turnover of all financial/business books and records that belong to One World, including but not limited to all of the company's bank statements, all bank account information necessary to access such banks statement online and/or through their respective bank, financial records, contractual records, promissory note records, security agreement records, due diligence records, contact information, correspondence between One World and all third-party individuals and/or entities that defendants diverted plaintiffs' monies to for purposes of stealing and misappropriating such funds from One World and Chaleplis, etc.

245. As a result, plaintiffs have been and will continue to be damaged.

COUNT X

(Accounting as to Onoufriadis, Rodgers and Karloutsos)

246. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

247. Based upon the foregoing actions and wrongful conduct, One World and Chalpelis are entitled to a full accounting from Onoufriadis, Rodgers and Karloutsos to ascertain and identify any and all financial receipts, transactions, thefts, misappropriations and diversions that they committed and carried out while working with/for One World.

248. As a result, plaintiffs demand such an accounting from these defendants and are entitled to such an accounting.

COUNT XI

(Constructive Trust as to Onoufriadis, the Condo Unit and Canncore)

249. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

250. Based upon Onoufriadis' conversion of One World's and Chaleplis' funds and his unjust enrichment stemming from: (i) purchasing the Condo Unit for himself using plaintiffs' funds; (ii) diverting and converting plaintiffs' funds to himself through Bioprocann, Conmave, Canncore and other third-party companies and individuals; and (iii) diverting and converting plaintiffs funds to himself through purported and mislabeled "loans" to Onoufriadis' third-party friends and acquaintances, plaintiffs are entitled to the imposition of a constructive trust upon all assets of Onoufriadis, including but not limited to his Condo Unit, all assets of Conmave, all of his personal bank accounts, all bank accounts and personal or intangible property of Canncore, all personal property of Onoufriadis and all assets Onoufriadis has diverted to himself or related third-parties through Bioprocann, Conmave and Canncore.

COUNT XII

(Declaratory Judgment as to Onoufriadis & The Boston Condo Unit)

251. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

252. Onoufriadis' theft of plaintiffs' funds to purchase the Boston Condo Unit in an all cash transaction of \$1,923,000 for himself cannot entitle Onoufriadis to ownership or title for the Condo Unit under any possible legal or equitable principle.

253. Accordingly, One World and Chaleplis are entitled to a declaratory judgment that the Condo Unit is rightfully the sole title and property of One World and/or Chaleplis, and a judgment adjudicating that plaintiff(s) are the right title owner in fee simple over the Condo Unit.

COUNT XIII

(Legal Fraud & Fraud in the Inducement as to Onoufriadis, Karloutsos and Rodgers)

254. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

255. Before during and after the September 28, 2017 Meeting, the March 17, 2018 Meetings, the March 2018 Meetings, the March 21, 2018 Meeting and the October 14, 2018 Meeting, Onoufriadis, Rodgers and/or Karloutsos never once disclosed to Chaleplis or any One World representative that these defendants: (i) were and/or intended to misappropriate/had misappropriated diverted millions of dollars out of One World as outlined above; or (ii) that the Medicinal Cannabis Scam was a fraudulent scheme and artifices.

256. Chaleplis reasonably relied upon these defendants' material misrepresentations, concealments and/or omissions in agreeing to the One World Operating Agreement, and in agreeing to continue from those specific points in time and/or forward to: (i) make additional capital contributions into One World; (ii) continue allowing Onoufriadis to serve as Manager of

One World and participate in its potential profitability; (iii) continue allowing Rodgers to serve as Chief Legal Officer and participate in its future potential profitability; (iv) to continue allowing Karloutsos participation in One World operations and business development; (v) to continue allowing Onoufriadis, Rodgers and Karloutos to financially benefit from the relationship; and (vi) to not institute measures earlier for plaintiffs' to protect their financial interests.

257. As a result, plaintiff have been and will continue to be damaged.

COUNT XIV

(Violation of Federal Racketeer Influenced & Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., as to Onoufriadis, Karloutsos & Rodgers)

258. Plaintiffs repeat and reallege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

259. Onoufriadis', Karloutsos' and Rodgers' partnership and coordination with one another while acting on behalf of One World constitutes an "association-in-fact" pursuant to 18 U.S.C. 1961(4).

260. These defendants willfully and knowingly engaged in a pattern of racketeering activity involving that "enterprise" and/or their "association in fact."

261. These defendants acquired and/or maintained control of One World through a pattern of racketeering activity in violation of §1962(b).

262. These defendants conducted and participated, directly and indirectly, in the conduct of One World's affairs as an enterprise and "association-in-fact" through a pattern of racketeering activity in violation of §1962(c).

263. 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.

264. These defendants shared a common purpose of obtaining pecuniary gain through fraudulently representing themselves while officers and representatives of One World through their design, perpetration and concealment of the Medicinal Cannabis Scheme and true nature of Conmave and Bioprocann loans, which were all part of these defendants' fraudulent scheme and artifice to defraud plaintiffs and misappropriate plaintiffs' funds.

265. These defendants' 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. Each of these defendants played a distinct and significant role in facilitating the fraudulent transfer of plaintiffs' funds through the use of their pattern of racketeering and their concealment of their fraud.

266. These 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.

267. These defendants 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 Conmave and Bioprocann, and knowingly participated in that conspiracy to advance their own financial benefits at plaintiffs' expense.

268. These defendants agreed and conspired to violate 18 U.S.C. § 1962(a), (b) and (c) by participating, directly or indirectly, in the conduct of the affairs of One World through a pattern of racketeering activity by continuing to intentionally misrepresent to plaintiffs (as detailed above) that Conmave and Bioprocann were actually real businesses established to finance, pursue and advance the Medicinal Cannabis Scheme, and that the Medicinal Cannabis Scam was a legitimate and real business and investment opportunity, when in actuality 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, while these defendants misrepresented to plaintiffs – the truth about the Medicinal Cannabis Scam, Conmave, Bioprocann and other actions defendants engaged in.

269. Specifically, defendants committed the following predicate acts constituting wire fraud during the relevant time period of May 2017 through October 2018, which include but are not limited to:

(a) 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;

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

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

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

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

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

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

(h) 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

(i) numerous other international wires and inter-state initiated by these 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 these defendants that these defendants then diverted and misappropriated for themselves.

270. The foregoing predicate acts committed by Onoufriadis, Karloutsos and Rodgers 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.

271. 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”).

272. Based upon these defendants’ intentional misrepresentations, deceptions, predicate acts and omissions regarding Conmave, Bioprocann, One World and the Medicinal Cannabis Scam, which all constitute a fraudulent scheme and artifice plaintiffs invested capital into One World, as a result of these defendants’ pattern of racketeering in violation of §1962(a).

273. As a result, plaintiffs have been and will continue to be damaged.

274. Plaintiffs are also entitled to treble damages, punitive damages and attorneys’ fees as a result of these defendants’ predicate acts and pattern of racketeering pursuant to §1964(c).

COUNT XV

(Conspiracy to Violate Federal Racketeer Influenced & Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., as to Onoufriadis, Karloutsos & Rodgers)

275. Plaintiffs repeat and re-allege each and every paragraph outlined above with the same force and effect as if more fully set forth at length herein.

276. The predicate acts committed by these defendants outlined above constitutes a conspiracy to violate §1962(a), (b) and (c) of the federal RICO Act in violation of §1962(d).

277. These defendants’ predicate act and pattern of racketeering are the direct proximate result of plaintiffs’ lost investment proceeds and capital contributions.

278. As a result, plaintiffs have been and will continue to be damaged.

279. Plaintiffs are also entitled to treble damages, punitive damages and attorneys’ fees as a result of these defendants’ predicate acts pursuant to §1964(c).

WHEREFORE, plaintiff One World, LLC and Gabriel Chaleplis demand judgment against defendants Onoufriadis, Rodgers, Karloutsos and Canncore as follows:

- (a) direct, actual and consequential damages;
- (b) compensatory damages;
- (c) punitive damages;
- (d) pre-judgment and post-judgment interest;
- (e) imposition of a constructive trust upon all the assets of Onoufriadis, including but not limited to the Condo Unit illegally titled in his name and his interest in Canncore's assets;
- (f) a declaratory judgment that plaintiffs are the rightful title owner of the Boston Unit;
- (g) imposition of a constructive trust upon all of Canncore's assets;
- (h) replevin and return back to One World of all One World financial and business books and records of any kind relating to One World's business and financial activities during Onoufriadis' tenure as One World's Manager;
- (i) an accounting from Onoufriadis, Rodgers and Karloutsos concerning all financial transactions of any kind made by One World during his tenure of One World's Manager including all funds they misappropriated and received from plaintiffs;
- (j) treble damages and attorneys' fees pursuant to the RICO Statute per 18 U.S.C. 1961, et seq.; and
- (k) any other relief the Court deems equitable and proper.

CERTIFICATION PER LOCAL RULE 1.6

I hereby certify that the above referenced matter in controversy is not related to any other pending matter or arbitration.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

BRACH EICHLER LLC
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/s/

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