

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF
THE STATE OF WYOMING IN AND FOR THE
COUNTY OF LINCOLN**

ANDREW BAIN, an individual,

Plaintiff,

vs.

ANDREW MILBURN, individually and in
his capacity as a Manager of
Mozart Group, LLC, a Wyoming Limited
Liability company; and
JOHN DOES 1 THROUGH 10,

Defendants.

Case Number CV-_____

**FILED
BY**

Jimmy Clarke
JAN 10 2023

**KENNETH D. ROBERTS
CLERK OF DISTRICT COURT - 3RD JUDICIAL DISTRICT
LINCOLN COUNTY, STATE OF WYOMING**

COMPLAINT

Plaintiff as and for a cause of action against the Defendants states and alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Andrew Bain is an individual who at all times material hereto has been, and continues to be, a Member of Mozart Group, LLC, a Wyoming limited liability company with its registered address in Lincoln County, Wyoming.
2. Defendant Andrew Milburn is a resident of the state of Florida. At all times material hereto Defendant Milburn has served as a Manager of Mozart Group, LLC, a Wyoming limited liability company and has also been a Member of the company.
3. Defendants John Doe 1 through 10, inclusive, are individuals or entities who have acted together with, or under the direction of, Defendant Milburn and whose true identities are

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not yet known to Plaintiff. Upon identification of the Doe Defendants this Complaint will be amended accordingly to identify the same.

4. This Court has jurisdiction over this matter pursuant to W.S. §5-1-107 as the remedies sought include damages in excess of \$50,000.00 as well as injunctive and equitable relief. Defendant Milburn is subject to the jurisdiction of this Court as he has conducted business here through his actions as a Manager of Mozart Group LLC, a Wyoming limited liability company with its registered office at 571 S. Washington, Afton, Wyoming.
5. Venue is proper in Lincoln County as the registered office of Mozart Group LLC is located here.

FACTS COMMON TO ALL CAUSES OF ACTION

6. The Plaintiff is an individual who at all times material hereto has been, and continues to be, a Member of Mozart Group, LLC, a Wyoming limited liability company.
7. On or about March 22, 2022 Plaintiff and Defendant executed an Operating Agreement for Mozart Group, LLC (the Company). Pursuant to the terms of the Operating Agreement Defendant Milburn is both a Member and a Manager of the Company.
8. Pursuant to Section 3.12 of the Operating Agreement and W.S. §17-29-109, as a Manager Defendant Milburn was and is required to perform his duties with a fiduciary duty of loyalty and care.
9. Pursuant to Section 3.7 of the Operating Agreement Defendant Milburn the Manager is required to perform his duties in good faith.
10. Pursuant to Section 3.9 of the Operating Agreement Defendant Milburn is required to honor a right of first refusal on the part of the Company to participate in any venture, transaction or business relationship that directly conflicts with the business of the Company. Milburn may not participate in any such venture unless or until the Company declines to participate.

11. Pursuant to Section 4.12 of the Operating Agreement a Member may be expelled by judicial order from initiation of a direct legal action of a Member if the person:
 - a. Has engaged, or is engaging, in wrongful conduct that has adversely and materially affected, or will adversely and materially affect the Company's activities;
 - b. Has willfully or persistently committed, or is willfully and persistently committing, a material breach of the Operating Agreement or their person duties or obligations under §17-29-409.
12. Pursuant to Section 4.15 a Member of the Company has a duty of good faith and fair dealing to the Company and to the other Members.
13. On multiple occasions since his appointment as a Manager Defendant Milburn has taken actions which have and will continue to cause harm to the Company and to the Plaintiff as a Member of the Company.
14. Upon information and belief Plaintiff alleges that if not removed from his position as a Manager of the Company, and also as a Member, that Defendant Milburn will continue to take actions which cause further harm to the Company and to Plaintiff.
15. The actions taken by Defendant Milburn which violate the terms of the Operating Agreement and the Wyoming Limited Liability Company Act include but are not specifically limited to the following.
 - a. Taking various actions and carrying on various activities in the name of the Company which require prior approval and permits issued by the United States Department of State in compliance with International Traffic in Arms Regulations (ITAR) implemented pursuant to the Arms Export Control Act codified at 22 U.S.C. 2778 et seq and 22 CFR parts 120-130 (2021). Milburn failed to secure the necessary approvals prior to taking such actions, and when notified by the United States Department of State of alleged violations of ITAR an attorney was retained to respond to the claims. Milburn unilaterally and without explanation

terminated the services of the attorney responding to the allegations, failed to engage substitute counsel, and as a result failed to meet the required response deadlines set by the government. The matter is still open and remains unresolved creating significant potential liability for the Company.

- b. Outside the scope of original business interest in Ukraine, sought commercial contracts for military training in Armenia which would divert resources from Ukraine, having done so knowingly and deliberately without United States Department of State registration or approval in violation of ITAR.
- c. Utilizing a Company vehicle for personal use by driving the same from Ukraine to London, England for personal business. Upon reaching his destination Milburn abandoned the vehicle, eventually returned to Ukraine and to the date hereof has taken no actions to recover the vehicle and thwarted efforts by others to recover the same.
- d. Sending hostile and caustic messages to the retired former commanding general of Special Operations Command Europe (SOCEUR) who declined to participate as a Member or Manager of Mozart Group, LLC. The messages contained statements such as “found out what your trip was about...that’s pretty fucked up....making money...never had the balls to tell me what you [and] your friends were up to...”
- e. Promoting himself as a selfless volunteer helping Ukraine but misleading journalists to believe Mozart Group LLC is a charitable entity under 26 U.S.C. 501(c)(3) when it is not.
- f. Insisting on personal compensation payments exceeding \$35,000 per month from company accounts which was not formally approved by the Members, and not accounting to the company for donated funds received which were received in personal or other accounts controlled by him.

- g. Threatening and harassing a private business owner who volunteered a newly refurbished apartment for Mozart Group LLC's use at the request of the Plaintiff. Defendant Milburn held numerous late night parties on the property, allowed others to live there, and kept a stray untrained dog on the property which defecated and urinated freely on the property, all of which led to being evicted from the premises. Upon being evicted Milburn sent numerous hostile messages to the owner, including one in which Milburn stated "you have no idea who you are dealing with" and threatened "he will not escape unscathed".
- h. Unilaterally hiring as his personal assistant a Ukrainian women whom upon information and belief he met on the social media dating applicationn and with whom he had a prior personal relationship, and paying her an annual salary of \$90,000.00 which is at least four times more than the usual compensation rate for a Ukrainian based employee in such position.
- i. Mixing personal and company funds through Venmo and Paypal accounts on numerous occasions even after being notified in writing by Plaintiff that such actions were unacceptable and agreeing in writing not to do so in the future.
- j. Declining to meet over financial and operational plans over the course of the year, but then after diverting donor funds away from the Company sending back dated email claiming the Company "charter" required a quarterly report be made to him by the Plaintiff. The Operating Agreement for the Company has no such requirement.
- k. Without prior notification or approval, agreed for branded merchandising company Custom Creations by Carlson to produce and sell Mozart Group branded merchandise with company name and logo, but diverted the royalties due under the agreement away from the Company.

- l. On multiple occasions being intoxicated and out after the curfew imposed by the Ukrainian government requiring the Company's Administrative Director in Kiev to free him from the custody of the Ukrainian authorities.
- m. Appearing in a recorded video significantly intoxicated and making unfounded accusations and derogatory comments against the government of Ukraine and the Ukrainian military, the very people Mozart Group LLC is in the country to assist.
- n. Orchestrating and participating in the break in and burglary of a warehouse located in Ukraine leased and operated by the Ukraine Freedom Fund, a Wyoming not for profit foundation which supports humanitarian objectives in Ukraine. A criminal complaint has been initiated related to this matter.
- o. Serving as a Director of Task Force Sunflower Inc. (TFS) a Florida corporation established on May 2, 2022 with entity number N22000004976. A copy of the Articles of Incorporation are attached as Exhibit A hereto which confirm Milburn's position as a Director.
- p. Prior to taking the position as a Director of TFS Milburn failed to disclose the opportunity to Mozart Group, LLC or to the Plaintiff.
- q. Falsely advertising an endorsement for Task Force Sunflower (TFS) by Ukrainian Member of Parliament Sviatoslov Yurash without his knowledge or approval.
- r. Soliciting funds from private companies and promising to use those funds to pay bribes to senior military leaders to make military decisions favorable to safeguarding specific private assets, irrespective of damage such decisions may have to Ukraine's military position, and as a result forcing the Ukrainian government to divert badly needed Ukrainian counter-intelligence resources to track his illegal activities.
- s. Directing US based volunteers reporting to him to take control over Company social media sites, change passwords and refuse to disclose information to the Company's information technology department, thereby facilitating the diversion

of donor funds to accounts Defendant Milburn personally controls which are not Mozart Group LLC accounts. To the date hereof Milburn has refused, and continues to refuse, to allow access to the accounts or to disclose the funds he has received through this manipulation.

- t. Deliberately withholding information from the Plaintiff on donor negotiations and contacts in order to facilitate the diversion of funds to non-Company accounts.
- u. Subsequent to taking the position as a Director of TFS Milburn caused the donation link on the website for Mozart Group LLC to forward to the donation page for TFS, thereby intentionally misrepresenting to Mozart Group LLC donors where their funds would be used and diverting funds to a different entity with which he was involved and upon information and belief has a financial interest in.
- v. Reportedly has, or is in the process of, setting up a new business entity named "The Mozart Group" to confuse donors and continue to facilitate the diversion of funds away from Mozart Group LLC.
- w. Diverted donor funds from Mozart Group LLC to Safehouse Global, an organization operated by Reel Holdings LLC of Jackson, Wyoming.
- x. Making unwanted sexual advances and propositions to a female office manager. Following her rejection of his advances, Defendant Milburn preemptively labeled her as a liar to Plaintiff and possibly others in the event she would not keep silent about his actions.
- y. Sending numerous threatening texts to Plaintiff threatening to tell the media about non-existent compromising information, and slandering Plaintiff with completely false information to entice others to support his own actions.
- z. Operating Mozart Group LLC in a manner which has caused senior Ukrainian military officers to remark "can't he go home and stop saving our country". Defendant Milburn is now commonly referred to by Ukrainian military leadership as the "Crazy American".

FIRST CAUSE OF ACTION

INJUNCTIVE RELIEF

16. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.
17. The actions of Defendant Milburn as set forth have created, and continue to create, significant liability risks for the Company.
18. His actions in diverting funds from Mozart Group, LLC have also caused the Company financial damage, and Defendant Milburn should be immediately enjoined from taking any further actions as a Manager of Mozart Group LLC pending trial of this matter.
19. Upon proper motion made with this Court a temporary restraining order, preliminary injunction and a permanent injunction should be entered against Defendant Milburn to prohibit him from taking any further action as a Manager of Mozart Group LLC until such time as this Court may otherwise order.

SECOND CAUSE OF ACTION

BREACH OF CONTRACT/OPERATING AGREEMENT

20. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.
21. The actions of Defendant Milburn as set forth above are in breach of his duties and obligations both as a Member and as a Manager of Mozart Group LLC.
22. Milburn's multiple breaches of his fiduciary duty and the covenant of good faith and fair dealing have caused damage to Mozart Group LLC, and also damage to the Plaintiff as a Member of the Company.

23. As a result of the damage caused, Plaintiff is entitled to relief against Defendant Milburn to require him to repay all damages caused, including but not limited to all funds diverted by Milburn from the Company, or Company funds used by Milburn to pay for personal expenses in order to restore the Company, and therefore its Members to the same position they would have been in but for Milburn's wrongful conduct.

THIRD CAUSE OF ACTION

REMOVAL AS MANAGER OF MOZART GROUP LLC

24. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.

25. Defendant Milburn's actions as set forth above are a significant breach of his fiduciary duty and the duty of good faith required of him by the Operating Agreement of the Company and the Wyoming Limited Liability Company Act §17-29-101 et seq.

26. Based upon the numerous violations, and the likelihood that such conduct will continue, and upon the evidence presented at trial of this matter Defendant Milburn should be removed as a Manager by Order of this Court.

FOURTH CAUSE OF ACTION

DISSOCIATION AND REMOVAL OF MILBURN AS A MEMBER

27. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.

28. Removal of Milburn as a Member is an appropriate remedy given his pattern of conduct that has caused, and will continue to cause, damage to the Company.

29. Based upon the conduct of Defendant Milburn as set forth above, and upon additional evidence to be presented at trial, Milburn should be removed as a Member of Mozart Group LLC by Order of this Court pursuant to Section 4.12(6) of the Operating Agreement.

FIFTH CAUSE OF ACTION

CONVERSION

30. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.
31. Defendant Milburn has utilized company property for his own personal gain and benefit.
32. Plaintiff requests this Court order Milburn to provide a full accounting of all funds and property of the Company utilized by him, including but not necessarily limited to the company vehicle abandoned in London, and funds he has received either directly or through third party intermediaries which rightfully belong to Mozart Group LLC.
33. Defendant Milburn should be ordered to return all property and funds belonging to the Company in order to return the Company to the same position it would have been in but for his wrongful conduct.

SIXTH CAUSE OF ACTION

UNJUST ENRICHMENT

34. Plaintiff incorporates and alleges by reference Paragraphs 1 through 15 above as if set forth in full herein.
35. By his actions in diverting company funds, participating with other companies including but not necessarily limited to Task Force Sunflower Inc. Defendant Milburn has been unjustly enriched through his breach of the Mozart Group LLC Operating Agreement and the Wyoming Limited Liability Company Act.
36. Defendant Milburn should be ordered to return all his ill gotten gains which have unjustly enriched him as a result of his wrongful conduct in order to return the Company to the same position it would have been in but for his conduct.

SEVENTH CAUSE OF ACTION
ATTORNEY FEES AND COSTS

37. Plaintiff incorporates and alleges by reference Paragraphs 1 through 36 above as if set forth in full herein.
38. Plaintiff has been required to retain the services of the undersigned to prosecute the claims contained herein.
39. Plaintiff should be awarded its reasonable attorney fees and costs of suit incurred herein.
40. In the event judgment is entered by default a reasonable attorney's fee would be in the sum of \$10,000.00.

WHEREFORE, Plaintiff prays as follows:

1. As to the First Cause of Action, upon an appropriate motion made to this Court for entry of a Temporary Restraining Order, Preliminary Injunction and Permanent Injunction against Defendant Milburn prohibiting him from taking any further action as a Manger of Mozart Group LLC;
2. As to the Second Cause of Action, for entry of judgment against Defendant Milburn in an amount to be proven at trial for all damages caused to the Company as a result of his multiple breaches of the Operating Agreement;
3. As to the Third Cause of Action, for entry of judgment removing Defendant Milburn as a Manager of Mozart Group, LLC;
4. As to the Fourth Cause of Action, for entry of judgment removing Defendant Milburn as a Member of Mozart Group, LLC;
5. As to the Fifth Cause of Action, for entry of judgment against Defendant Milburn in an amount to be proven at trial for company funds or property wrongfully converted by Milburn and ordering him to return the same to Mozart Group LLC.
6. As to the Sixth Cause of Action, for entry of judgment against Defendant Milburn for an amount to be proven at trial for funds or property he unjustly received and which should be returned to Mozart Group LLC.

7. As to the Seventh Cause of Action for an award of Plaintiff's attorney fees and costs of suit incurred herein, including the sums prayed for in the event of entry of judgment by default as set forth above; and
8. For such other relief as the Court deems equitable and proper under the circumstances and the evidence presented at trial.

Dated this 10th day of January, 2023.



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