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7 Attorneys for Plaintiff
8 GENESIS WING, LLC

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE

11 GENESIS WING, LLC, a Puerto Rico limited
12 liability company,

13 Plaintiff,

14 v.

15 FIRM FOUNDATION AVIATION, LLC, a
16 Delaware limited liability company; and
17 TIMOTHY LOMAKIN, an individual; and
18 DOES 1-10, inclusive,

19 Defendants.

CASE NO.

CIVIL – UNLIMITED

Assigned for all purposes to:

COMPLAINT FOR:

1. **BREACH OF CONTRACT;**
2. **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
3. **NEGLIGENCE;**
4. **GROSS NEGLIGENCE; AND**
5. **MONEY HAD AND RECEIVED**

JURY TRIAL DEMANDED

1 Plaintiff Genesis Wing, LLC, a Puerto Rico limited liability company (“GENESIS” or
2 “PLAINTIFF”), alleges as follows:

3 **PARTIES**

4 1. Plaintiff GENESIS was and is at all times relevant herein, a limited liability company
5 organized under the laws of the Commonwealth of Puerto Rico, with its principal place of business in
6 San Juan, Puerto Rico.

7 2. PLAINTIFF is informed and believes, and thereon alleges, that defendant FIRM
8 FOUNDATION AVIATION, LLC (“FFA”), was and is at all times relevant herein, a Delaware
9 limited liability company duly formed and conducting business under the laws of the State of
10 California, with its principal place of business in the City of Brea, County of Orange, California.

11 3. Plaintiff is informed and believes, and thereon alleges, that defendant TIMOTHY
12 LOMAKIN, (hereinafter “LOMAKIN”), is an individual, over the age of eighteen, and a resident of
13 the County of Orange, as well as the CEO of FFA. LOMAKIN exercised dominion and control over
14 FFA’s operations, finances, aircraft, and refund decisions, and personally participated in the conduct
15 alleged herein. LOMAKIN represented, including via text messages provided to PLAINTIFF, that he
16 “owns the planes,” demonstrating unity of ownership and control over FFA and its aircraft.

17 4. The true names and capacities of DOES 1 through 10, inclusive, whether individual,
18 corporate, or otherwise, are unknown to the PLAINTIFF, and are therefore sued by fictitious names.
19 PLAINTIFF will amend this complaint to reflect their true names and identities when they are
20 ascertained. PLAINTIFF is informed and believes, and on that basis alleges that each of the
21 fictitiously named DEFENDANTS is and was responsible in some manner for the occurrence and
22 acts alleged herein and is responsible to PLAINTIFF for the damages and other relief as herein
23 alleged.

24 5. PLAINTIFF is informed and believes, and on that basis alleges, that Defendant
25 LOMAKIN is the alter ego of Defendant FFA, that FFA is a mere shell, and that FFA and
26 LOMAKIN are a single venture such that the corporate veil may be pierced, that LOMAKIN has
27 disregarded the corporate entity, that LOMAKIN is jointly and severally liable for the contractual
28 obligations and debts of FFA, and that the observance of the separate existence of the corporation

1 would sanction fraud and promote injustice, and therefore, all references to LOMAKIN should also
2 be construed as a reference to FFA. Collectively, LOMAKIN, FFA, and DOES 1 through 10 shall
3 hereinafter be called “DEFENDANTS”.

4 **JURISDICTION AND VENUE**

5 6. This court has jurisdiction over this action because the claims set forth herein arise
6 under state law and the matter in controversy exceeds any minimum sum or value for this court to
7 assert jurisdiction.

8 7. Venue is proper in this court because the contract at issue was negotiated in California,
9 and DEFENDANT FFA’s principal place of business and DEFENDANT Lomakin’s residence are in
10 Orange County, California.

11 **FACTUAL ALLEGATIONS**

12 8. PLAINTIFF is a broker who purchases charter flights on behalf of its clients.

13 9. FFA operates as a common carrier offering air transportation services to the public.

14 10. On December 14, 2025, PLAINTIFF entered into a written charter agreement
15 (“**Agreement**”) with FFA wherein FFA agreed to provide a charter flight (“**Charter**”) from Luis
16 Munoz Marin International Airport in San Juan, Puerto Rico, to Teterboro, New York for \$30,000 on
17 December 16, 2025, at 7:15 p.m.

18 11. The Agreement provides that FFA “agrees to undertake to provide the transportation
19 services with due diligence but does not guarantee any speed, route, departure, or arrival time, or
20 date. It further provides that “If a flight does not reach its destination or if all legs of an itinerary are
21 not completed due to weather, mechanical interruption, or aircraft or crew unavailability, Client
22 agrees to pay charges for the completed portion of the trip.”

23 12. The Agreement also states that in the event of a diversion, “FFA will make every
24 effort to locate a suitable alternative, but cannot guarantee the price of the alternative aircraft.”

25 13. On the date of the Charter, December 16, 2025, FFA contacted PLAINTIFF and
26 informed it that due to duty time limitations, the Charter could not be completed on December 16,
27 2025, and therefore was rescheduled to December 17, 2025, at 3:00 p.m.

1 14. During the Charter on December 17, 2025, a nearly catastrophic mechanical failure
2 occurred when the windshield cracked at 43,000 feet while the aircraft was flying over the ocean,
3 requiring the Charter to divert to Orlando, Florida. The aircraft never reached the contracted
4 destination. DEFENDANTS failed and refused to search for, offer, or provide a replacement aircraft.
5 As such, DEFENDANTS failed to perform under the Agreement, as no portion of the flight was
6 completed.

7 15. On information and belief, the mechanical failure was the result of DEFENDANTS’
8 failure to properly inspect, maintain, and ensure the working order of the aircraft, including failure to
9 comply with applicable reasonable maintenance and inspection obligations.

10 16. On information and belief, DEFENDANTS knew or should have known of the
11 mechanical and maintenance deficiencies and consciously disregarded known risks to safety and
12 reliability.

13 17. Additionally, during the emergency descent caused by the cracked windshield, the
14 pilot in command diverted his attention from flight operations to record selfie video content for social
15 media, including footage of the cracked windshield, flight instruments, and crew wearing oxygen
16 masks, and later publicly posted that content. Such conduct violates federal aviation regulations
17 prohibiting careless or reckless operation and requiring the pilot in command to maintain full
18 responsibility and control of the aircraft and demonstrates a conscious disregard for passenger safety
19 during an active in-flight emergency.

20 18. Following the diversion and noncompletion of the Charter, LOMAKIN acknowledged
21 in writing that the Charter was not completed and that a refund was due. In an email to PLAINTIFF,
22 LOMAKIN stated, “I will get with accounting to do the math on the partial completion and revert
23 back to ya.” No portion of the Charter was completed, and no refund calculation was ever provided.
24 DEFENDANTS ceased responding to PLAINTIFF’S inquiries regarding a refund and instead
25 communicated only to inquire about a video publicly posted by their pilot depicting the in-flight
26 emergency, while remaining unresponsive to PLAINTIFF’S repeated requests for reimbursement of
27 unearned charter fees.

28

DEMAND FOR JURY TRIAL

PLAINTIFF GENESIS WING, LLC hereby demands trial by jury on all causes of action and issues so triable.

DATED: March 9, 2026

ARAGÓN LAW, APC

By: *Lindsay A. Aragón*
Attorneys for PLAINTIFF GENESIS WING

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