

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION**

MORRIS DUDGEON,

Plaintiff,

v.

CASE NO.:

JET AGENCY GLOBAL, LLC,
JET GENIUS FLORIDA HOLDINGS, INC.,
and JORDAN BROWN, individually,

Defendants.

_____ /

VERIFIED COMPLAINT

COMES NOW, Plaintiff, MORRIS DUDGEON ("Plaintiff"), by and through the undersigned counsel, and sues Defendants, JET AGENCY GLOBAL, LLC ("Jet Agency"), JET GENIUS FLORIDA HOLDINGS, INC. ("Jet Genius"), and JORDAN BROWN, individually ("Brown") (collectively, "Defendants"). In support thereof, Plaintiff states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, MORRIS DUDGEON, at all times relevant hereto, was and is an individual residing in Stillwater, Oklahoma, who entered into the Membership Agreement that is the subject matter of this dispute, and is otherwise sui juris.

2. At all times relevant hereto, Defendant, JET AGENCY GLOBAL, LLC ("Jet Agency"), was and is a Florida limited liability company, with a principal place of business at 780 Fifth Avenue South, Suite 200, Naples, Florida 34102, and engaged in the business of brokering private jet charter services from its Florida office to consumers nationwide.

3. At all times relevant hereto, Defendant, JET GENIUS FLORIDA HOLDINGS, INC. ("Jet Genius"), was and is a Florida corporation and the parent or controlling entity of Jet Agency. The Membership Agreement executed by Plaintiff expressly identifies Jet Genius as the entity to which notices must be directed, providing in Section 35 of the Standard Terms and Conditions that notices to Jet Agency "shall be made to its then-current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc."

4. At all times relevant hereto, Defendant, JORDAN BROWN ("Brown"), was and is an individual who, at all relevant times, served as the Managing Partner of Jet Agency, signed the Membership Agreement on behalf of Jet Agency, and exercised dominion and control over both Jet Agency and Jet Genius.

5. Brown is the alter ego of both Jet Agency and Jet Genius. Brown controls and dominates the operations of both entities to such a degree that the entities have no separate existence apart from Brown. Brown operates a network of interrelated entities, including but not limited to Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., Jet Genius Holdings, Inc., Charter Flight Group, JetCharter.com, LLC, C3 Jets, LLC, C3 Limo, LLC, and Bowman Aviation, Inc. Brown has used these entities interchangeably to collect membership deposits and charter fees from customers while failing to perform the contracted services, failing to pay charter operators for flights, and refusing to issue refunds. Multiple courts have entered judgments against Brown's entities for this same pattern of conduct. The corporate form of Jet Agency and Jet Genius should be disregarded because Brown has used these entities as mere instrumentalities to perpetrate fraud and injustice upon Plaintiff and similarly situated consumers.

6. The causes of action herein are for damages exceeding \$50,000.00, exclusive of attorneys' fees, costs, and interest, and are accordingly within the jurisdiction of this Court.

7. Venue is proper under Section 47.011, Florida Statutes, because Defendant Jet Agency's principal place of business is located in Collier County, the Membership Agreement designates Florida as the exclusive forum for disputes arising thereunder, and the causes of action accrued in Collier County.

GENERAL ALLEGATIONS

8. On or about October 10, 2025, Plaintiff entered into a Membership Agreement (the "Agreement") with Jet Agency for a Light Jet membership, with 15 hours of allocated flight time, for a membership deposit of \$103,425.00. The Agreement was signed on behalf of Jet Agency by Jordan Brown as "Managing Partner" and was executed via DocuSign. A true and correct copy of the Agreement is attached hereto as **Exhibit "A"**.

9. Plaintiff paid the full membership deposit of \$103,425.00 to Jet Agency upon execution of the Agreement.

10. Under the terms of the Agreement, Jet Agency agreed to act as broker to arrange for private jet charter services for Plaintiff, providing aircraft within the Light Jet classification for domestic flights upon 48 hours' notice. The Agreement further provided that all domestic flight requests would be confirmed by Jet Agency and that Jet Agency would provide a Flight Confirmation specifying the date, departure time, aircraft type, and other details.

11. The Agreement contained an Addendum granting Plaintiff the following additional benefits: (a) a complimentary Light Jet round trip from Stillwater, Oklahoma (KSWO) to Rochester, Minnesota (KRST) in October 2025; (b) a minimum billable time of 1.2 hours for

Light Jet flights; (c) complimentary Black Car ground transportation for flights departing from or arriving into any Florida airport; and (d) a catering credit of \$250.00 per flight.

12. In November 2025, Jet Agency provided the complimentary round trip flight from Stillwater, Oklahoma to Rochester, Minnesota, as specified in the Addendum. This flight did not count against Plaintiff's 15 hours of allocated flight time. This was the only flight Jet Agency ever provided to Plaintiff under the Agreement.

13. On or about March 31, 2026, Plaintiff submitted passenger information and catering requests for a flight from the Tucson, Arizona area (Marana Regional Airport, AVQ) to Stillwater, Oklahoma (KSWO), scheduled for April 11, 2026 (Trip 678885), providing well in excess of the 48 hours' notice required under the Agreement.

14. On April 11, 2026, the day of the scheduled departure, Jet Agency's Vice President of Membership Services, Ashleigh Brown, notified Plaintiff by email that Jet Agency had been unsuccessful in securing an aircraft and cited "high demand, fleet positioning constraints, and ongoing operational congestion." The flight was cancelled on the day of departure.

15. As a direct result of the cancellation of the April 11, 2026 flight, Plaintiff incurred \$516.00 in out-of-pocket expenses for alternative travel arrangements.

16. On or about October 20, 2025, approximately ten days after executing the Agreement, Plaintiff booked a round trip flight from Stillwater, Oklahoma (KSWO) to Louisville, Kentucky (KLOU) for May 2, 2026 (Trip 674442), for the purpose of attending the Kentucky Derby. Jet Agency's Director of Membership Services, Fatim Moujib, confirmed the trip and assigned it Trip Number 674442. The flight was booked more than six months in advance.

17. On April 20, 2026, Plaintiff provided the complete passenger list for the Derby flight, consisting of six passengers: Morris Dudgeon, Rhonda Dudgeon, Eddie Lewis, Jeannie Lewis, Bob Snodgrass, and Cindy Snodgrass.

18. In reliance on the confirmed flight, Plaintiff purchased six Kentucky Derby tickets at a cost of \$7,462.00. These tickets were nonrefundable. Section 11 of the Agreement, titled "Special Event Fee," expressly identifies the Kentucky Derby as an example of a special event for which flights are commonly booked, demonstrating that Jet Agency knew and expected that its members would incur nonrefundable event expenses in connection with Derby flights.

19. On May 1, 2026, at approximately 2:17 p.m., the day before the scheduled departure, Jet Agency cancelled the Derby flight.

20. As a direct result of the cancellation of the May 2, 2026 flight, Plaintiff lost the \$7,462.00 spent on nonrefundable Kentucky Derby tickets.

21. On May 2, 2026, Plaintiff notified Jet Agency that he was cancelling the Agreement due to Jet Agency's repeated material breaches and demanded a full refund of his \$103,425.00 membership deposit. Plaintiff communicated this demand directly to Christian Acosta, Jet Agency's Director of Membership Sales, who responded by directing Plaintiff to contact Jordan Brown by email.

22. Jet Agency's repeated cancellations of confirmed flights constituted material breaches of the Agreement that excused Plaintiff's further performance and entitled Plaintiff to cancel the Agreement and recover the full membership deposit as restitution.

23. On May 11, 2026, Plaintiff's Oklahoma counsel, William J. Baker of Baker & Ihrig, P.C., sent a formal demand letter to Jet Genius Florida Holdings, Inc. and Jordan Brown, demanding a full refund of the \$103,425.00 deposit no later than May 18, 2026, along with

reimbursement for all related out-of-pocket expenses and damages. A true and correct copy of the Demand Letter is attached hereto as **Exhibit "B"**.

24. As of the date of filing this Complaint, Defendants have failed to refund any portion of Plaintiff's \$103,425.00 membership deposit and have failed to provide any meaningful response to Plaintiff's demand.

25. Of the 15 hours of flight time included in Plaintiff's membership, none have been used. Jet Agency cancelled both flights that Plaintiff attempted to book under the Agreement.

26. Defendants' failure to perform under the Agreement with Plaintiff is not an isolated occurrence but reflects a pattern and practice of collecting membership deposits and charter fees from consumers while failing to provide the contracted flight services. This pattern includes, but is not limited to, the following:

27. On or about May 2025, Ledge Rock Apartments II, LLC, prepaid Jet Agency \$312,500.00 for a heavy jet membership. As alleged in a lawsuit subsequently filed in the Circuit Court of the Twentieth Judicial Circuit, in and for Collier County, Florida (the "Ledge Rock Action"), Jet Agency failed to provide reserved aircraft on at least two occasions in October 2025, initially citing force majeure. The charter operator reportedly informed the customer that the actual reason for the non-performance was Jet Agency's failure to make payment to the operator. *See Ledge Rock Apartments II LLC v Jet Agency Global, LLC, et al.* Case No. 11-2025-CA-002637-0001-01 pending in The Circuit Court for the Twentieth Judicial Circuit in and for Collier County, Florida.

28. In *Plane Talk Travel, Inc. v. Jet Genius Florida Holdings, Inc. et al.*, No. 9:24-cv-80600-AMC (S.D. Fla.), the plaintiff alleged that Jet Genius Florida Holdings, Inc. d/b/a Charter

Flight Group failed to provide a contracted charter flight and retained \$425,000.00 of the charter price after issuing only a partial refund.

29. In the United States District Court for the Southern District of California, *Stanz v. Brown*, No. 3:22-cv-01164-GPC-JLB, Brown's former business partner filed suit alleging that Brown used his network of entities as a "shell game" to avoid obligations, misappropriated entity assets, and failed to pay federal excise taxes. On January 29, 2026, the Magistrate Judge recommended granting in part a motion for civil contempt based on Brown's persistent failure to comply with discovery orders and recommended coercive per-diem fines. 2026 U.S. Dist. LEXIS 19222 (S.D. Cal. Jan. 29, 2026). On March 9, 2026, the District Judge adopted the report and recommendation and granted civil contempt and coercive fines. 2026 U.S. Dist. LEXIS 48339 (S.D. Cal. Mar. 9, 2026).

30. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the following damages:

31. (a) Unreturned membership deposit: \$103,425.00;

32. (b) Out-of-pocket expenses from the April 11, 2026 flight cancellation: \$516.00;

33. (c) Nonrefundable Kentucky Derby tickets: \$7,462.00;

34. (d) Total quantified damages to date: \$111,403.00.

35. Due to Defendants' actions, Plaintiff has retained the undersigned counsel to represent him in this matter and is obligated to pay undersigned counsel's reasonable attorneys' fees for such representation.

36. Plaintiff expressly reserves the right to amend this Complaint and add additional claims, parties, or damages as discovery and investigation warrant.

PIERCING THE CORPORATE VEIL

37. Under Florida law, piercing the corporate veil requires: (1) the business entity must be a mere instrumentality or alter ego of the defendant; (2) the business entity must have been used for an improper or fraudulent purpose; and (3) the individual owner's improper or fraudulent use of the business entity caused damages to the claimant. *Dania Jai-Alai Palace, Inc. v. Sykes*, 450 So. 2d 1114 (Fla. 1984).

38. The corporate veil should not be pierced unless it is shown that the entity was organized or employed to mislead creditors or to work a fraud upon them. *Id.*

39. Jet Agency and Jet Genius operated as mere instrumentalities of Brown and were used to provide Brown with assumed legal protection for his improper activities. Brown exercises complete dominion and control over both entities, commingling their operations, finances, and personnel with those of his other entities. Brown signed the Agreement as "Managing Partner" of Jet Agency, and the Agreement itself directs all notices to "the Managing Members of Jet Genius Florida Holdings Inc.," demonstrating that the two entities function as a single enterprise under Brown's control.

40. There is no real separation between Brown and the corporate Defendants. Brown has used Jet Agency and Jet Genius, together with his network of related entities, to collect membership deposits from consumers, fail to perform the contracted services, fail to pay charter operators, and refuse to issue refunds, while shifting assets and liabilities between entities to avoid judgments and creditors.

41. Plaintiff has suffered damages due to the improper actions of Brown, acting through and behind the corporate forms of Jet Agency and Jet Genius.

42. Accordingly, Brown must not be allowed to hide behind the corporate veil to shield himself from his improper conduct. *Id.*; *Bellairs v. Mohrmann*, 716 So. 2d 320 (Fla. 2d DCA 1998).

COUNT I
BREACH OF CONTRACT
(Against Jet Agency Global, LLC)

43. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

44. To establish a claim for breach of contract under Florida law, a plaintiff must prove: (1) the existence of a valid contract; (2) a material breach of the contract; and (3) damages resulting from the breach. *Havens v. Coastal Florida, P.A.*, 117 So. 3d 1179, 1181 (Fla. 2d DCA 2013); *Beck v. Lazard Freres & Co., LLC*, 175 F.3d 913, 914 (11th Cir. 1999) (applying Florida law).

45. Plaintiff and Jet Agency entered into a valid and enforceable Agreement, whereby Plaintiff paid \$103,425.00 for a Light Jet membership entitling Plaintiff to 15 hours of private jet charter services. *See Exhibit "A."*

46. Plaintiff performed all of his obligations under the Agreement, including payment of the full membership deposit.

47. Jet Agency materially breached the Agreement by: (a) cancelling the April 11, 2026 flight on the day of departure despite timely booking by Plaintiff; (b) cancelling the May 2, 2026 Kentucky Derby flight one day before departure despite the flight having been confirmed more

than six months in advance; and (c) failing and refusing to refund Plaintiff's membership deposit after Plaintiff lawfully cancelled the Agreement due to Jet Agency's repeated material breaches.

48. As a direct and proximate result of Jet Agency's material breach, Plaintiff has been damaged.

49. The Agreement contains provisions in Sections 19, 25, and 28 entitling Jet Agency to recover attorneys' fees and costs from the Member in connection with enforcement of the Agreement. Pursuant to Section 57.105(7), Florida Statutes, a court may award reasonable attorneys' fees to the prevailing party where the contract contains a provision allowing attorneys' fees to one party when that party is required to take action to enforce the contract. Accordingly, Plaintiff is entitled to recover reasonable attorneys' fees and costs as the prevailing party in this action.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant, Jet Agency Global, LLC, for damages, attorneys' fees and costs pursuant to Section 57.105(7), Florida Statutes, prejudgment interest, and such other and further relief as this Court deems just.

COUNT II
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against Jet Agency Global, LLC)

50. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

51. Under Florida law, every contract contains an implied covenant of good faith and fair dealing. *Sepe v. City of Safety Harbor*, 761 So. 2d 1182, 1185 (Fla. 2d DCA 2000). The implied duty must relate to the performance of an express contractual term and cannot override the

contract's express terms. *Hospital Corp. of America v. Florida Medical Center, Inc.*, 710 So. 2d 573, 575 (Fla. 4th DCA 1998).

52. Jet Agency breached the implied covenant of good faith and fair dealing by: (a) repeatedly cancelling confirmed flights at the last minute while retaining Plaintiff's full membership deposit; (b) providing pretextual justifications for cancellations, including citing "fleet positioning constraints" and "operational congestion" when the true reason was Jet Agency's inability or unwillingness to pay charter operators; (c) failing to make any good faith effort to provide replacement aircraft or alternative arrangements; and (d) refusing to refund Plaintiff's deposit after Plaintiff cancelled the Agreement due to Jet Agency's non-performance, thereby depriving Plaintiff of the benefit of the bargain.

53. As a direct and proximate result of Jet Agency's breach of the implied covenant of good faith and fair dealing, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant, Jet Agency Global, LLC, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT III
FRAUDULENT INDUCEMENT
(Against All Defendants)

54. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

55. To establish a claim for fraudulent inducement under Florida law, a plaintiff must prove: (1) a false statement concerning a material fact; (2) the maker's knowledge that the representation is false; (3) an intention that the representation induce another to act on it; and (4) consequent injury by the party acting in reliance on the representation. *Johnson v. Davis*, 480 So.

2d 625, 627 (Fla. 1985). Justifiable reliance is not a separate necessary element. *Butler v. Yusem*, 44 So. 3d 102, 105 (Fla. 2010). Fraud must be pled with particularity. Fla. R. Civ. P. 1.120(b).

56. In or about October 2025, in connection with the solicitation and execution of the Agreement, Jet Agency's Director of Membership Sales, Christian Acosta, acting as agent for Jet Agency and at the direction of Brown, made material representations of fact to Plaintiff by telephone and email from Jet Agency's Naples, Florida office, including that Jet Agency had the ability and resources to arrange for private jet charter services through its network of charter operators and that Plaintiff's \$103,425.00 deposit would be applied toward 15 hours of flight services as described in the Agreement.

57. These representations concerning Jet Agency's then-present ability and intent to perform were false. At the time the Agreement was executed in October 2025, Brown knew that Jet Agency could not or would not perform the contracted services. At that same time, Jet Agency was already failing to provide flights to other members, was failing to pay charter operators for flights it had arranged, and Brown-controlled entities had already been the subject of substantial court judgments for identical conduct.

58. Brown, as the individual who controlled Jet Agency's operations and signed the Agreement, knew these representations were false when made and authorized or directed Acosta and other Jet Agency personnel to make them for the purpose of inducing Plaintiff to enter into the Agreement and pay the \$103,425.00 membership deposit.

59. Plaintiff justifiably relied on Defendants' representations in entering into the Agreement and paying the deposit. Plaintiff had no knowledge of Jet Agency's financial condition, its failure to pay charter operators, or the lawsuits and judgments against Brown's entities at the time the Agreement was executed.

60. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiff has been damaged in an amount to be proven at trial, including but not limited to the \$103,425.00 membership deposit, \$516.00 in expenses related to the April 11, 2026 cancellation, and \$7,462.00 in nonrefundable Kentucky Derby tickets.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for compensatory damages, consequential damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just. Plaintiff reserves the right to seek leave to amend to assert a claim for punitive damages pursuant to Section 768.72, Florida Statutes.

COUNT IV
CONVERSION
(Against All Defendants)

61. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

62. Conversion is an unauthorized act that deprives another of property permanently or for an indefinite time. *Point Conversions, LLC v. WPB Hotel Partners, LLC*, 324 So. 3d 947, 957 (Fla. 4th DCA 2021).

63. Plaintiff paid Jet Agency \$103,425.00 as a membership deposit for private jet charter services.

64. Jet Agency failed to provide the contracted services and, upon Plaintiff's lawful cancellation of the Agreement due to Jet Agency's material breaches, became obligated to return the deposit to Plaintiff.

65. Plaintiff made a clear and unequivocal demand for the return of the \$103,425.00 deposit, both directly to Jet Agency on May 2, 2026 and through counsel on May 11, 2026.

66. Brown, exercising dominion and control over Jet Agency and Jet Genius, directed the retention of Plaintiff's funds and the refusal to issue a refund. Defendants have wrongfully retained Plaintiff's \$103,425.00 and have refused to return it, despite Plaintiff's repeated demands. Defendants' retention of these funds constitutes an act of dominion over Plaintiff's property that is inconsistent with Plaintiff's right to the funds and that deprives Plaintiff of the use and benefit thereof.

67. As a direct and proximate result of Defendants' conversion of Plaintiff's funds, Plaintiff has been damaged.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT V
UNJUST ENRICHMENT
(Against All Defendants)
(Pled in the Alternative)

68. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

69. To establish a claim for unjust enrichment under Florida law, a plaintiff must prove: (1) the plaintiff conferred a benefit on the defendant; (2) the defendant had knowledge of the benefit; (3) the defendant accepted and retained the benefit; and (4) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying fair value for it. *Rollins, Inc. v. Butland*, 951 So. 2d 860, 876 (Fla. 2d DCA 2006).

70. This Count is being pled in the alternative to Counts I and II above, in the event that this Court finds the Agreement is invalid or unenforceable.

71. Plaintiff conferred a monetary benefit of \$103,425.00 upon Defendants, of which Defendants have knowledge by virtue of their acceptance of same.

72. Jet Agency received and accepted Plaintiff's \$103,425.00 deposit. Brown, as the individual who exercises dominion and control over both Jet Agency and Jet Genius, directed and controlled the use and disposition of Plaintiff's funds, and Jet Genius, as the parent entity of Jet Agency, received the benefit of those funds through its control over Jet Agency's operations.

73. Defendants provided no services of value to Plaintiff in exchange for the \$103,425.00 deposit. The only flight provided was a complimentary trip that, by its terms, was not deducted from Plaintiff's purchased flight hours.

74. Defendants voluntarily accepted and retained the \$103,425.00 despite Plaintiff's multiple demands for its return.

75. Under the circumstances, Defendants' retention of the \$103,425.00 is inequitable and unjust.

WHEREFORE, Plaintiff alternatively demands judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for restitution in the amount of \$103,425.00, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT VI
VIOLATION OF THE FLORIDA DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT
(Against All Defendants)

76. Plaintiff realleges and incorporates paragraphs 1 through 42 above as if fully set forth herein.

77. Section 501.204(1), Florida Statutes, declares unlawful "[u]nfair or deceptive acts or practices in the conduct of any trade or commerce." To prevail on a FDUTPA claim, a plaintiff must establish: (1) a deceptive or unfair practice; (2) causation; and (3) actual damages. *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006).

78. Defendants engaged in trade or commerce within the meaning of FDUTPA by marketing, selling, and purporting to provide private jet charter brokerage services to consumers. Jet Agency is a Florida limited liability company that operates from its principal office in Naples, Florida. The marketing, sales solicitations, and representations at issue in this action originated from Jet Agency's Florida office. The Agreement was executed by a Florida entity, designates Florida as the exclusive forum, and is governed by Florida law.

79. Defendants engaged in unfair and deceptive acts or practices by: (a) marketing and selling jet membership programs while knowing or having reason to know that Defendants could not or would not fulfill the contracted services; (b) collecting Plaintiff's \$103,425.00 membership deposit and then failing to provide the contracted flight services; (c) providing false and pretextual reasons for flight cancellations; (d) refusing to issue refunds upon non-performance; and (e) engaging in a pattern of the same conduct against multiple consumers through a network of interrelated entities controlled by Brown.

80. Defendants' unfair and deceptive acts and practices were likely to, and did, deceive Plaintiff and other consumers.

81. As a direct and proximate result of Defendants' violations of FDUTPA, Plaintiff has suffered actual damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown,

individually, for actual damages, attorneys' fees pursuant to Section 501.2105, Florida Statutes, costs of suit, and such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiff, MORRIS DUDGEON, hereby demands a trial by jury as to all issues so triable and as a matter of right.

Respectfully submitted,

ZINNLAW PLLC
Counsel for Plaintiff
2891 Center Pointe Drive, Suite 304
Fort Myers, Florida 33916
Telephone: (239) 418-1529
Facsimile: (239) 236-0295

By: /s/ Justin Patak
Justin T. Patak, Esq.
Florida Bar No. 1020253
Email: justin@zinn.law

NOTICE OF DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE

COMES NOW, the law firm of ZinnLaw PLLC, pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A), and hereby designates the following as its primary email address to which service in the above-captioned matter must be directed:

justin@zinn.law
brian@zinn.law
jasena@zinn.law

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Complaint, and that the facts stated in it are true and correct to the best of my knowledge and belief.

M. Z. Dudgeon
MORRIS DUDGEON

6-24-26
DATE

Exhibit A



MORRIS DUDGEON

PREPARED BY CHRISTIAN ACOSTA

10/10/25

780 Fifth Avenue South,
Suite 200
Naples, FL 34102
888.501.9161

NAPLES@JETAGENCY.COM



JET AGENCY MEMBERSHIP

Thank you for choosing Jet Agency. As a distinguished member, you are entitled to exclusive privileges and personalized service with every flight you book through us. Your membership unlocks access to premier benefits, curated to enhance every aspect of your travel experience.

MEMBERSHIP INFORMATION

<i>Member Name</i>	Morris Dudgeon	
<i>Membership Level</i>	Light Jet	<i>Activation Date</i> October 10, 2025
<i>Allocated Flight Hours</i>	15	<i>Membership Deposit</i> \$103,425.00





TABLE OF CONTENTS

JET AGENCY MEMBERSHIP PACKET

The Membership and its associated benefits are detailed in the following documents, collectively referred to as the Membership Packet.

» <i>Membership Agreement</i>	
Operational Guidelines for the Membership	4
» <i>Standard Terms and Conditions</i>	
Further Details Regarding the Membership	8
» <i>Schedule A: Peak Travel Days</i>	
Travel Days Subject to Additional Conditions	16
» <i>Schedule B: National Jet Fuel Pricing</i>	
Using the AIRNAV National Average	17
» <i>Aircraft Classifications</i>	
Specific Aircraft Types Associated with Your Account	18
» <i>Addendum to Jet Agency Agreement</i>	
Items That Differ from the Base Agreement	19
» <i>Membership Packet Agreement</i>	
Jet Agency and Member Signatures	20



MEMBERSHIP AGREEMENT

The undersigned ("Member") and Jet Agency Global, LLC ("Jet Agency") agree to the following terms and conditions. The Member also agrees to the terms and conditions set forth in the Membership Agreement, Schedules A and B, the Aircraft Classifications document, and the Standard Terms and Conditions document, collectively referred to as the Membership Packet.

The Membership will become effective only upon Jet Agency's receipt of both the fully executed Membership Agreement and the Initial Payment.

JET MEMBERSHIP

	LIGHT JET	MIDSIZE JET	SUPERMID JET	HEAVY JET
<i>Hourly Pricing</i>	\$6,895	\$8,750	\$10,355	\$12,200
<i>Deposit</i>	\$103,425	\$131,250	\$155,325	\$183,000

» No Membership Dues

» Non-expiring Term Period

1. FEES AND PAYMENT

The Initial Payment for membership ("Member Account") is due upon execution of this Agreement. The payment amount is determined by the level of participation, as shown above.

2. FLIGHT REQUESTS

All domestic flight requests must be submitted to Jet Agency with at least 48 hours' notice prior to the requested departure and must include:

- » The total number of passengers traveling; and
- » The preferred aircraft classification, as per the Aircraft Classifications document contained herein.

Flight requests may be made verbally, by phone, or through other communication methods with a Jet Agency flight representative. However, the Member must provide written approval of the final flight details before the flight is confirmed.

Upon receipt and acceptance of the Member's flight request and the Member's written approval, Jet Agency will return a confirmation ("Flight Confirmation").

Flight requests must include the following minimum information:

- » Departure city and/or airport code
- » Destination city/cities and/or airport code(s)
- » One-way or round-trip indication
- » Departure date and time
- » Return date and time
- » Preferred aircraft category as per the Aircraft Classifications document
- » Passenger count

Non-peak travel may be requested within 48 hours of departure. For non-peak flight requests received less than 48 hours prior to departure, Jet Agency will make every effort to accommodate such flights with the following premiums:

- » Flights requested less than 48 hours, but more than 24 hours prior to departure, will incur a premium surcharge of **20%** in the form of billable hours (1.2 hours for every hour flown).

- » Flights requested less than 24 hours, but more than 14 hours prior to departure, will incur a premium surcharge of **30%** in the form of billable hours (1.3 hours for every hour flown).

Jet Agency will make every effort to accommodate all trip requests made with at least 14 hours' notice; however, such requests cannot be guaranteed.

3. FLIGHT TIME CALCULATIONS

All quoted flight times are calculated to the nearest 6 minutes compared to the actual estimated flight times, plus 0.2 hours (12 minutes) for taxi time. Minimum daily flight time charges are defined within the Terms and Conditions document and are subject to the chosen program level. Final flight time calculations are based on the last estimated flight time provided in the Member's final itinerary, which will be sent approximately 24 hours prior to departure.

4. FLIGHT MODIFICATIONS

Jet Agency reserves the right to substitute aircraft of equal or larger capacity and equal or greater quality at any time for no additional expense to the Member. The Member shall be informed of any such change prior to flight.

5. AIRCRAFT CATEGORIZATION

Member flight requests shall be made utilizing the aircraft categories defined within the Aircraft Classifications document ("Light Jet," "Midsize Jet," etc.). Jet Agency will provide an aircraft that meets or exceeds the size and quality for the specified category. Jet Agency, in its sole discretion, will make a best effort to provide the Member with specific aircraft model preferences, subject to availability. All aircraft utilized within the Jet Agency Membership are ARG/US and/or WYVERN safety-rated. Individual aircraft safety reports will be provided to the Member upon request.

6. AIRCRAFT INTERCHANGE FLEXIBILITY

The Member may make use of Interchange (the ability to book different categories of aircraft) without penalty. The hourly rate will be calculated by paying the difference between the contracted

Member rate and the current category rate of the aircraft selected, in the form of Billable Hours. Categorization for non-listed aircraft models is at the sole discretion of Jet Agency and shall be determined by the seating capacities and flight endurance guidelines listed herein.

7. TERM

The Member Account balance (hours) is non-expiring if the Member remains active and in good standing. To remain active, the Member must complete at least one trip in each 12-month period. The membership hourly rates listed in this Agreement will be fixed for the first 365 days from the date of membership activation. Once the initial 365-day period has elapsed, the Member's hourly rate will be adjusted to the then-current hourly rate.

8. UPGRADE ELIGIBILITY

All program levels are eligible for complimentary aircraft category upgrades based on availability.

9. FUEL SURCHARGE

Fuel surcharges reflect possible adjustments for the difference between the set price of fuel for hourly operating costs and the actual fuel cost at the time of flight and/or additional charges that may be set by the destination Fixed Base Operator (FBO). Fuel surcharges are calculated using the difference between the national average at the time of membership activation (as defined in Schedule B) and the national average on the day of departure (as determined by the AirNav.com national average). This difference is then multiplied by the estimated time of flight and the average burn rate of the actual aircraft flown. International fuel surcharges are calculated using the current origin rate. Members can view this calculation upon request.

10. PEAK DAY PREMIUMS

For travel on Peak Travel Days, all itineraries, regardless of origin or destination, must be requested at least seven (7) days prior to the scheduled departure time to ensure aircraft availability. Travel on Peak Days will incur a

premium surcharge of **30%** in the form of Billable Hours (1.3). Should the Member give Jet Agency more than seven (7) days' notice prior to the day of departure, the premium surcharge will be reduced to **20%** in the form of Billable Hours (1.2). A **20%** premium charge will be applied for all Peak Day travel arrangements.

During Peak Travel Times, we have a four-hour slide to accommodate the high demand. This means your departure time might need to be adjusted by up to four hours earlier or later than requested during the holidays.

Peak Travel Days are defined as all U.S. federal holidays and the three days before and after each holiday. "Peak Travel Days" are designated at the beginning of every calendar year. A list of Peak Travel Days in effect for this Agreement is set forth in Schedule A. Recovery aircraft during Peak periods is subject to availability.

11. INTERNATIONAL RESERVATIONS

All international flights must be requested at least seven (7) days prior to the scheduled departure time to ensure aircraft availability. All international flights must either originate or terminate in the continental United States. If a customs stop is required, it will be billed as an additional cost.

International Fees: For flights to or from the United States and qualifying international locations, there will be a **25%** premium on the applicable hourly rate for non-Peak Travel Days and a **35%** premium for travel on Peak Travel Days. Flights to or from non-qualifying locations will be subject to pricing, availability, and cancellation terms based on current market conditions.

12. AUTHORIZED USERS

Flight requests will be considered valid for all communications received through known and previously utilized Member email addresses, and from all Authorized Personnel acting on behalf of the Member. Authorized Personnel may be submitted by email or in writing. Jet Agency representatives will take reasonable actions to confirm and/or assume the valid

identity of Member communications based solely on Jet Agency's discretion. Jet Agency is not liable for false or misleading flight requests generated from previously known-good Member communication channels and/or reasonably assured communications from new email addresses. The Member and/or assignees bear full responsibility for flight request charges made by the Member, persons masquerading as the Member, authorized flight request personnel provided by the Member, and persons masquerading as Authorized Personnel.

13. SHARED ACCESS

The Member owns the Membership and may authorize, by written notice to Jet Agency, any individual to access and utilize the Member's account under the Program. Each individual authorized in writing by the Member shall be referred to in this Agreement as an "Authorized User." The Member shall remain fully responsible for the payment of all amounts incurred by any and all Authorized Users in connection with the Program.

14. DESIGNATED BENEFICIARY

The Member shall have the right to designate a Beneficiary to whom benefits under this Membership shall be transferred in the event of the Member's death prior to the complete utilization of the Member's Account balance. The Beneficiary designation must be submitted by email or in writing during the Member's lifetime.

15. CONCIERGE SERVICES

Services are available 24 hours per day, 365 days per year. Concierge requests must be made to Jet Agency Flight at least 24 hours in advance.



STANDARD TERMS & CONDITIONS

These Terms and Conditions form a part of the Membership Packet executed by the Member, and all references herein to the Membership Packet and its associated documents shall be deemed to include these Terms and Conditions. In addition, all travel and other services arranged by Jet Agency on behalf of or at the request of the Member shall be subject to, and governed by, the Membership Packet. All travel and other services arranged by Jet Agency on behalf of or at the request of the Member shall also be subject to, and governed by, the Membership Agreement between Jet Agency and the Member. The Membership Agreement is incorporated by reference in its entirety into these Terms and Conditions and deemed a part hereof.

1. ACKNOWLEDGMENT

The Member acknowledges that no person or entity has made any promise, representation, or warranty whatsoever, express or implied, not contained herein or in the Membership Packet concerning the subject matter hereof, to induce them to become a Member. The Member further acknowledges that they have not become a Member or otherwise entered into the Customer Agreement in reliance on any such promise, representation, or warranty not contained herein or in the Membership Packet, and further acknowledges that there are no other agreements or understandings between the parties hereto that are not contained herein and in the Membership Packet.

2. ENGAGEMENT

The Member hereby engages Jet Agency to act on its behalf as a broker to arrange for air charter services from one or more third-party air carriers certificated by the Federal Aviation Administration (FAA) under Part 119 of the Federal Aviation Regulations (FAR), conducting on-demand air charter operations under Part 135 of the FAR (the "Charter Operator"). The Member acknowledges and agrees that, for all services rendered by Jet Agency under this Agreement, Jet Agency is an Air Charter Broker acting as an Indirect Air Carrier to arrange flights on behalf of its clients. Further, the Member understands, acknowledges, and agrees that Jet Agency is not a certificated air carrier and does not hold itself out as an air carrier.

3. BILLABLE HOURS

- » The Base Billable Hours for any legs that depart from and arrive at airports within the Primary Service Area of the 48 contiguous states, shall be as follows: **1.2** hours on Very Light aircraft, **1.5** hours on Light and Midsize aircraft, **2** hours on Super Midsize aircraft, and **3** hours on Heavy aircraft.
- » If the Billable Hours for a Trip exceed the remaining balance of hours in the Member Account, the Member shall, prior to the initial Leg of the Trip, either (i) purchase an additional 15-hour Membership to cover the "Overage Hours," or (ii) pay the difference between the value of the remaining Member Hours (fixed

aircraft rate multiplied by the remaining hours on account) and the current Charter rate.

- » Final Billable Hours are based upon the last estimated flight time provided on the Member's final itinerary, which will be sent approximately 24 hours prior to departure. In the event the Member receives a complimentary upgrade, the final Billable Flight Time will be based upon the final estimated flight time of the aircraft category booked.

4. PAYMENT FOR TRAVEL SERVICES

The Member authorizes Jet Agency and its affiliates to automatically charge the Member's credit card on file for any and all fees and charges related to, or in connection with, each Jet Agency travel and client service requested by the Member. Alternatively, the Member may opt to pay via wire transfer for these services. Payment instructions for wire transfers will be provided upon request.

5. CREDIT CARD

The Member will be responsible for, and will be invoiced for, other charges that may occur, such as catering orders, ground transportation arrangements, and possible de-icing fees in the event of inclement weather. The Member may choose to pay such invoices as they arise using the Member's credit card. Please note that any invoices paid via credit card will be subject to a **5%** surcharge. Surcharges can be avoided by paying these invoices via wire transfer.

6. RESERVATIONS

All requests for service are subject to confirmation from Jet Agency and acceptance by the Charter Operator. Upon receipt of a flight request and acceptance by Jet Agency, the Member will be delivered a confirmation ("Charter Confirmation") by email from Jet Agency, including a confirmation number, and specifying the date(s) and departure time(s) of travel, flight segments arranged at the Member's request, aircraft type, and other requests specified by the Member when requesting the flight.

Upon Jet Agency's receipt of the flight request from the Member, the Confirmation, including these Terms and Conditions, becomes a legal, binding, and enforceable contract. The Confirmation will be category-specific. Should circumstances require the use of a different aircraft type, the cost of the requested flight(s) may change. In the event that the aircraft requires unforeseen mechanical maintenance prior to departure, Jet Agency reserves the right to provide a replacement aircraft within four hours following the scheduled departure time. The Member shall be advised of any such changes as soon as that information becomes known to Jet Agency.

7. HANGAR AND DE-ICING CHARGES

If the Operator determines, in its sole discretion, that it is prudent to use an aircraft hangar to avoid de-icing charges and/or inclement weather, the Member will pay the actual cost of such hangar charges or rental. In the event the pilot-in-command of the aircraft determines that aircraft de-icing is appropriate before a flight, including a positioning flight to the Member's selected departure location, the Member shall be responsible for the cost of such de-icing. If the Member refuses to accept financial responsibility for all de-icing charges, the flight(s) will be deemed canceled by the Member and will be subject to a cancellation fee of **100%**.

8. HIGH-DENSITY TRAFFIC AIRPORTS (HDA)

High-density traffic airports are defined as airports with the highest demand for arrivals and departures in a given period. These airports incur elevated fees and charges. Any airport designated as a high-density airport by Jet Agency will have a **\$750** high-density airport fee added to each leg arriving at or departing from these airports. The current list of Jet Agency high-density airports will be supplied upon request.

9. FBO SELECTION

All fixed base operators (FBOs) will be selected by the Charter Operator and/or Jet Agency and listed

on the Flight Confirmation. The Member will be responsible for any fees associated with requesting a different FBO.

10. CATERING AND GROUND TRANSPORTATION

The Member agrees that any catering and ground transportation requested by the Member and arranged by Jet Agency shall be subject to a **20%** administrative charge. Cancellations will be subject to a cancellation fee of **100%**.

11. SPECIAL EVENT FEE

For flights in and out of special events, there may be an additional fee due to high demand and limited ramp space. Examples of special events include the Kentucky Derby, the Masters, the Super Bowl, and similar events. Any such fees will be billed at cost.

12. CANCELLATION CHARGES

Flights are fully cancelable as long as the cancellation is made more than 72 hours prior to the scheduled departure date. No cancellation charges or fees will apply for flights canceled more than 72 hours in advance.

- » Flights canceled within 72 hours of the scheduled departure date may be subject to cancellation charges up to **100%** of the flight cost. The amount of the cancellation charge, if any, will be at Jet Agency's discretion and will be based on various factors, including, but not limited to, the cancellation charges assessed by the air carrier and any non-refundable fees incurred.
- » Miscellaneous Cancellations: Members are also subject to a **100%** cancellation fee as set forth in paragraphs 9 through 14, inclusive.

13. NO SHOW POLICY AND MEMBER DELAYS

A Member no-show will be charged the full amount of the Billed Hours. If the Member is one (1) hour late for a scheduled departure and has not notified Jet Agency of the delay, the Member will be considered a no-show, and the Charter Operator may elect to depart. The flight(s) will be deemed to have been canceled by the Member, and neither

Jet Agency nor the Charter Operator will have any further responsibility or liability to the Member.

If the Member notifies Jet Agency in advance that the Member's arrival will be delayed, but that the Member will arrive within one (1) hour after the originally scheduled departure, Jet Agency and/or the Charter Operator will make commercially reasonable efforts to delay the departure, and such rescheduled departure time will become the new scheduled departure time.

The Member understands, acknowledges, and agrees that a delay in departure may not be possible due to factors such as legally required crew duty time limitations and aircraft scheduling. The Member shall be responsible for any additional charges required to return the aircraft to its originally scheduled itinerary and shall also be responsible for any charges for any substitute aircraft requested by the Member.

As a result of either a no-show or Member delay, the Member may be responsible for additional crew travel or overtime charges, as well as aircraft waiting time charges of **\$500** per hour (or fraction thereof) that the aircraft remains on standby awaiting the Member's arrival.

14. BAGGAGE

Neither Jet Agency nor the Charter Operator is responsible for shipping excess or rejected baggage. If the Member tenders baggage that cannot be properly stored in the aircraft's designated baggage area or that exceeds the allowable baggage weight, Jet Agency will take commercially reasonable steps to assist the Member in shipping such items at the Member's sole expense. In the event the Member rejects the scheduled aircraft because of baggage capacity, the Member will be deemed to have canceled the flight(s) and will be subject to a cancellation fee of **100%**.

15. DOCUMENTATION AND SECURITY

All passenger information, including full legal names and birth dates, must be provided to Jet Agency at least 24 hours before departure for

domestic flights and at least 72 hours before departure for international flights. A valid government-issued ID is required for any passenger over 18 years of age.

In the event any Member-supplied security information or travel documentation is erroneous or invalid, the Member is solely responsible for any governmental fines or penalties. The Member acknowledges and agrees that any discrepancy in passenger information or documentation may cause departure delays or flight cancellations, which are the sole responsibility of the Member.

If any passenger under the age of 18 is traveling with only one parent or legal guardian, the other parent or legal guardian must submit to Jet Agency, at least 72 hours before departure, a notarized statement authorizing the travel and releasing Jet Agency and the air carrier from any liability.

Failure of the Member to provide passenger information as required, or any failure of a passenger to present to the crew a valid government-issued ID or any required travel documentation, shall be considered a cancellation of the flight(s) by the Member and subject to a **100%** cancellation fee.

16. PETS

Pets may accompany Members on Jet Agency flights. Jet Agency must be informed of the number and size of the pet(s) when requesting a flight. The Member also agrees to be liable for any cleaning costs incurred or any aircraft damage caused by the pet.

17. WEAPONS

Jet Agency must be notified at the time of booking if weapons are to be carried on a charter flight. For domestic flights and flights to Canada, certain firearms are permitted onboard as long as they are transported in accordance with the applicable regulations of the United States Transportation Security Administration (TSA) and/or Transport Canada (TC).

Failure to provide Jet Agency with the required advance notice of the carriage of weapons may result in a flight cancellation and subject the Member to a cancellation fee of **100%**. The carriage of undeclared weapons may result in fines or penalties levied by the TSA and/or TC. The Member agrees to indemnify and hold harmless Jet Agency and any Charter Operator for any such fines or penalties.

18. HAZARDOUS MATERIALS

The air carriers used by Jet Agency are generally not approved to transport dangerous goods or hazardous materials (e.g., explosives, munitions, flammable articles, illegal drugs), with the exception of certain allowed items. A list of such allowed items is available from Jet Agency upon request. No baggage or goods will be carried when, in the judgment of the pilot-in-command, such goods or baggage:

- » Might endanger the aircraft, persons, or property;
- » Might be likely to be damaged by air carriage;
- » Are unsuitably packaged for transport;
- » Are improperly or inadequately labeled; or
- » The carriage of such goods or baggage might violate the regulations of any country, state, or region flown into, out of, or over.

Failure to notify Jet Agency of any proposed transportation of hazardous materials may result in flight cancellation and subject the Member to a **100%** cancellation fee.

19. SAFETY OF OPERATION

The Member hereby acknowledges and agrees that the Charter Operator(s) and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation, and termination of flights.

The Member shall indemnify and hold Jet Agency, and its members, employees, attorneys, consultants, agents, and/or affiliates, harmless

against any and all damages, losses, liabilities, suits, actions, demands, causes of action, and proceedings, together with expenses related thereto, sustained by the Member as a result of or arising out of the actions of third-party air charter carriers, including Jet Agency's vendors, agents, associates, assigns, and employees, with regard to the safety of charter air travel for the Member.

20. ACKNOWLEDGMENT OF RESPONSIBILITY FOR OPERATIONS

The Member acknowledges and agrees that Jet Agency is acting solely as a broker, that Jet Agency is not an air carrier, and that Jet Agency is not operating the on-demand air carrier flights in question.

The Member authorizes Jet Agency to arrange for on-demand air carrier flight(s) as requested by the Member. The Member understands and agrees that the on-demand air carriers providing air transportation to the Member have sole responsibility, liability, and control over all aspects of the aircraft charter services being provided, including, without limitation, aircraft availability and pricing; the commencement, continuation, and termination of on-demand flights; the operation, regulation, condition, and safety of the flight; and all matters related to passengers, baggage, cargo, and other people and events associated with the Member's air travel, such as crew performance and catering services.

The Member agrees to timely provide Jet Agency with any information required by the Charter Operator, including, without limitation, the names and passport information of all prospective passengers. In the event the Flight Confirmation or itinerary includes one or more destinations outside the United States, the Member shall be solely responsible for obtaining any required travel documentation for all passengers, including, without limitation, valid passports and visas.

21. DAMAGE OR EXCESSIVE WEAR

The Member agrees to be solely responsible for, and to indemnify Jet Agency against, any costs resulting from damage to or excessive wear of an

aircraft as a result of the actions of the Member, the Member's passengers, or Member/passenger baggage, ordinary wear and tear excluded. Such costs may include the cost of loss of use of the aircraft while repairs are made.

22. SMOKING

Smoking or vaping is **not** permitted on any charter flights without prior written approval from Jet Agency. If smoking is approved, the Member will be responsible for the cost of any additional cleaning fees for the aircraft.

23. FORCE MAJEURE

Jet Agency will not be deemed to be in breach of its obligations hereunder, nor liable for any delay, cancellation, or damage arising, in whole or in part, from any act of God, acts of nature, acts of civil or military authority, strike or labor dispute, crew rest requirements, mechanical failure, lack of essential supplies or parts, or any cause beyond the direct control of Jet Agency or the Charter Operator.

24. REGULATIONS

This Agreement is subject to all applicable rules, regulations, approvals, and certifications of the FAA and the Department of Transportation (DOT), which now or hereafter may be imposed or required.

25. DAMAGES

- » Neither the air carriers Jet Agency selects and/or associates with on behalf of the Member, nor Jet Agency itself, shall have liability or responsibility for delay, cancellation, or failure to furnish any service to be provided when such failure is caused by mechanical difficulty, weather conditions, airport time slots, acts of God, war, civil commotion, strikes or labor disputes, government regulation, law, rule, or authority, or any causes beyond their reasonable respective control.
- » The Member assumes all liability and responsibility for safety, schedule, baggage, cargo, business and personal activities, and

financial ramifications, if any, associated with the Member's air reservations and travel arranged by Jet Agency and performed by third-party air charter carriers.

- » The Member and its agents, guests, passengers, or any employees, if applicable, shall not engage in or possess any substance or allow any cargo to contain any substance that may result in the seizure, forfeiture, or unsafe operation of the aircraft used in the charter contracted by the Member through Jet Agency. Any damages, including, without limitation, fines, penalties, or forfeitures incurred by or imposed upon Jet Agency and/or its third-party air charter carriers as a result of the Member engaging in prohibited acts shall be borne by the Member.
- » Jet Agency makes no representations or warranties of any kind, either express or implied, including, without limitation, implied warranties of fitness for a particular purpose, merchantability, or otherwise, as to any matter related in any manner to its services.
- » If the Member's itinerary involves an ultimate destination or stop in a country other than the country of departure, the Warsaw and Montreal Conventions may be applicable, and such Convention(s) govern and, in most cases, limit liability for death or personal injury and for loss of or damage to baggage.
- » The Member shall indemnify and hold harmless Jet Agency, its affiliates, and all of their officers, directors, employees, legal representatives, agents, successors, and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs, and expenses on account of any claim, suit, action, demand, proceeding, or anything of a similar nature made or brought against any of the Indemnified Parties as a result of the services performed hereunder on the Member's behalf.
- » The Member agrees that in no event will any of the Indemnified Parties be liable to the Member and/or any third party, regardless of the form of action, for any lost profits or lost opportunities, or

any indirect, special, consequential, incidental, or punitive damages whatsoever, even if Jet Agency has been advised of the possibility of such damages.

- » The Member agrees that the aggregate liability of all of the Indemnified Parties, taken as a whole, arising out of any kind of legal claim (whether arising from negligence, breach of contract, indemnity, tort, or otherwise) in any way connected to the Member's use of Jet Agency's services will not exceed ten percent of the amount paid by the Member for the flight or flights in question.
- » None of the Indemnified Parties will have any tort, contract, or other liability to the Member and/or any third party for any losses, including but not limited to ordinary or direct damages, arising in connection with the Member's use of any third-party services arranged or otherwise procured hereunder, or the adequacy, timeliness, completeness, reliability, performance, or continued availability of any such services.
- » The Member will indemnify and hold harmless each of the Indemnified Parties against any loss, damage, or expense incurred by any of them by reason of any action or omission of the Member, its employees, representatives, agents, and/or guests. The Member agrees to pay for any damage to the charter aircraft caused by the Member, and/or the Member's employees, representatives, agents, and guests, as well as for any pets or other living creatures brought onto any such aircraft.

This Agreement is subject to all applicable rules, regulations, approvals, and certifications in effect from time to time, including, but not limited to, those promulgated by the Federal Aviation Administration, which now or hereafter may be imposed.

26. LACK OF REPRESENTATIONS AND WARRANTIES

Neither Jet Agency nor any of its officers, directors, employees, agents, representatives, or affiliates makes any representations or warranties of any kind, either express or implied, regarding:

- » Any air carrier or other third party providing services arranged by Jet Agency pursuant to this Agreement; or
- » Any aircraft used or operated by any such air carrier.

Each of Jet Agency and its officers, directors, employees, agents, representatives, and affiliates hereby disclaims all other representations and warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or those arising out of the course of dealing, course of performance, or usage in trade.

27. GOVERNING LAW

The Membership Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the conflict of laws principles thereof.

28. CONSENT TO JURISDICTION

Any action or other proceeding arising directly, indirectly, or otherwise in connection with, out of, related to, or from the Membership Agreement, any breach thereof, or any transaction covered thereby, shall be resolved, whether by arbitration or otherwise, within the State of Florida.

Accordingly, the Member consents and submits to the personal jurisdiction of the federal and state courts, and any applicable arbitral body, located within the State of Florida. Any such action or proceeding brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Membership Agreement shall be brought exclusively in the federal or state courts, or, if appropriate, before any applicable arbitral body, located within the State of Florida.

The Member hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which the Member may now or hereafter have to the laying of the venue of any such proceeding brought in such a court or arbitral

body and any claim that such proceeding has been brought in an inconvenient forum.

The Member will indemnify Jet Agency and each of its officers, directors, employees, agents, and affiliates against, and hold each of them harmless from, any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants', or experts' fees and disbursements) that may be imposed on, incurred by, or asserted against any of them, or that may otherwise arise out of acts performed or omitted in connection with the provisions of these Standard Terms and Conditions or the Membership Packet, as the same may be amended, modified, or supplemented from time to time in accordance herewith or therewith by Jet Agency, its officers, directors, employees, agents, and/or affiliates, except for any liability or expense directly arising out of the gross negligence or willful misconduct of Jet Agency.

29. OPTIONAL ARBITRATION

Notwithstanding anything contained in the Membership Agreement, the Membership Packet, or herein to the contrary, Jet Agency may, in its sole discretion, elect to submit any claims, controversies, and/or disputes of any nature whatsoever arising out of or related in any way to these Standard Terms and Conditions, the Membership Packet, or any breach or alleged breach hereof or thereof, whether initiated by Jet Agency or the Member, to binding arbitration in the State of Florida, and the Member agrees to be irrevocably bound by any such election made by Jet Agency.

The arbitration shall be conducted before one arbitrator pursuant to the commercial arbitration rules then in effect of the American Arbitration Association, applying the laws of the State of California. Any award rendered in the arbitration shall be final and binding, and judgment may be entered on it in any court having jurisdiction to do so.

30. ENTIRE AGREEMENT

The Membership Agreement, including the schedules, exhibits, and attachments thereto, together with these Terms and Conditions and the Membership Agreement incorporated by reference herein, collectively contain the entire agreement of the parties with respect to the Member's membership and supersede all existing and all other communications (oral, written, or in any other form) between the Member and Jet Agency (and its officers, directors, employees, representatives, agents, and affiliates) concerning this subject matter.

The Member acknowledges that he or she has not been induced to enter into the Membership Agreement by any representation or warranty made by or on behalf of Jet Agency that is not set forth in such Agreement.

Notices hereunder shall be deemed to have been given as of the date so delivered, e-mailed, faxed, or mailed.

31. PARTIAL INVALIDITY

If any provision of the Membership Packet (or any portion thereof) is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of such agreements will not in any way be affected or impaired thereby and shall be carried out as if such invalid provision were not contained therein.

32. NO WAIVER

No provision of, or right, power, or privilege under the Membership Packet shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of any party or its agents or employees, but only by an instrument in writing signed by an authorized representative of such party.

No waiver by any party of any breach or default of any provision of the Membership Packet by the other party shall be effective as to any other breach or default.

33. ASSIGNMENT

Without the prior written consent of Jet Agency, the Member shall not assign, delegate, or transfer the Membership Agreement or any of the Member's rights, duties, obligations, or interests thereunder, nor shall any right of the Member to any benefit or payment thereunder be subject to any manner of alienation or assignment.

Jet Agency may assign, delegate, or transfer this Agreement and all of its rights and obligations under the Membership Packet to any business entity controlled by Jet Agency, or to any business entity that, by merger, consolidation, or otherwise, acquires all or substantially all of the assets or business of Jet Agency, or to which Jet Agency transfers all or substantially all of its assets or business. Upon such assignment, delegation, or transfer, any such business entity shall be deemed to be substituted for all purposes for Jet Agency hereunder.

34. HEADINGS

The headings in these Terms and Conditions are intended for convenience of reference only and shall not affect their interpretation.

35. NOTICES

Notices to the Member shall be made to the last known address on the records of Jet Agency or to any other address Jet Agency reasonably believes to be a current or proper address. Notices to Jet Agency shall be made to its then-current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc.



SCHEDULE A

2025 PEAK TRAVEL DAYS

JANUARY 2025							FEBRUARY 2025							MARCH 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		2330	2431	25	26	27	28	29
APRIL 2025							MAY 2025							JUNE 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
JULY 2025							AUGUST 2025							SEPTEMBER 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2		1	2	3	4	5	6
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			2431	25	26	27	28	29	30	28	29	30				
OCTOBER 2025							NOVEMBER 2025							DECEMBER 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		2330	24	25	26	27	28	29	28	29	30	31	1	2	

On Peak Travel Days, your departure time may be adjusted by up to four hours earlier or later than requested due to high holiday demand.

■ PEAK DATES



SCHEDULE B

NATIONAL JET FUEL PRICING

NATIONAL JET FUEL AVERAGE

Priced using the AIRNAV National Average
found at AirNav.com

Date	Price
10/09/25	\$5.68



AIRCRAFT CLASSIFICATIONS

LIGHT JET

- » Hawker 400XP
- » Beechiet 400A
- » Citation (Encore, Encore+, Bravo, CJ1, CJ2, CJ3, CJ4, V, Ultra)
- » Lear (31, 35, 40, 45)
- » Premier I/IA
- » Phenom 300
- » Or similar jet aircraft seating 6 passengers

MIDSIZE JET

- » Hawker (800XP, 850XP, 900XP)
- » Citation (Excel, Latitude, XLS)
- » Gulfstream (100, 150)
- » Lear (60, 60XR)
- » Or similar jet aircraft seating 7 passengers

SUPER MIDSIZE JET

- » Citation (Sovereign, Longitude, CX)
- » Falcon (50, 50EX)
- » Hawker 1000
- » Gulfstream (G200, G280)
- » Challenger (300, 350)
- » Or similar jet aircraft seating 8 passengers

HEAVY JET

- » Gulfstream (IV, IV-SP)
- » Falcon (2000, 2000EX, 2000DX, 2000Easy, 900, 900DX, 900EX, 900Easy)
- » Challenger (601, 604, 605, 850)
- » Embraer Legacy (600, 650)
- » Or similar jet aircraft seating 10+ passengers



ADDENDUM TO:

JET AGENCY AGREEMENT

The undersigned parties to the Jet Agency Jet Card Program Agreement,

- » Dated **October 10, 2025**
- » By and between ("Member") **Morris Dudgeon**
- » And **Jet Agency Global, LLC** ("Jet Agency"),

Hereby mutually agree to amend said Agreement as follows:

- » Should the Member purchase **Light Jet**
- » Jet Agency will grant the following addition to the Membership Agreement:

ADDENDUMS

- » Member shall receive a complimentary Light Jet round trip from KSWO ↔ KRST on the month of October of 2025.
- » The minimum billable time shall be 1.2 hrs for Light Jet flights.
- » Member shall receive complimentary Black Car ground transportation whenever departing from or arriving into any airport in Florida.
- » Member shall receive a catering credit of two hundred fifty dollars (\$250 USD) to be applied toward each flight booked under membership.
- » The above Addendums (1–4) shall only remain valid if this Membership Agreement is signed and fully funded on or before October 09, 2025.

All other terms and conditions of the Jet Agency Jet Card Program Agreement remain the same.



MEMBERSHIP PACKET AGREEMENT

"Agreement" collectively means this Agreement, the Membership Benefits document, the Aircraft Classifications document, the Membership Agreement, the Standard Terms and Conditions, the Addendum to Jet Agency Agreement, and any schedules and exhibits attached hereto.

"Member" refers to the undersigned below; "Jet Agency" refers to Jet Agency Global, LLC, a limited liability company located at 780 Fifth Avenue South, Suite 200, Naples, FL 34102.

The Member and Jet Agency are collectively referred to as the "Parties."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth below.

JET AGENCY GLOBAL, LLC

Date October 10, 2025

Authorized Representative Name Jordan Brown

Authorized Representative Title Managing Partner

Authorized Representative Signature JordanBrown

MEMBER

Date _____

Member Name _____

Member Signature _____

Exhibit B

LAW OFFICE OF

WILLIAM J. BAKER
OF COUNSEL
JONATHAN C. IHRIG
ANDREW M. IHRIG
STEVEN M. RUBY



BAKER & IHRIG
A PROFESSIONAL CORPORATION

222 E. 7TH AVENUE
MAIL: P.O. BOX 668
STILLWATER, OK 74076
PHONE: (405) 377-8644
FAX: (405) 377-6363

Willie.Baker@BICLawfirm.com

May 11, 2026

Jet Genius Florida Holdings Inc.
Attn: Jordan Brown
jordanb@jetagency.com

Re: Morris Dudgeon

Dear Mr. Brown:

Please be advised that our firm represents Morris Dudgeon, and that I am writing in regard to the breach and failure to perform pursuant to the contractual agreement entered into with your company (referred to in the contract and herein as "Jet Agency").

More specifically, our client entered into an agreement with Jet Agency in October of 2025, whereby he paid to Jet Agency the sum of \$103,425.00 in exchange for a "Light Jet" membership, with 15 hours of flight time. Subsequent thereto, Jet Agency has breached the agreement by failing and refusing to provide flight time as agreed, as more specifically described below.

As you are aware, our client scheduled a flight to Tucson which was cancelled by Jet Agency with very little notice, causing our client damages, which included \$516.00 out of pocket expense. More recently, Mr. Dudgeon scheduled a flight to Louisville on May 2, 2026, which was also cancelled, at 2:17 p.m. on May 1, 2026. The purpose of the Louisville trip was to attend the Kentucky Derby for Mr. Dudgeon's group. Tickets to the Derby had already been purchased at a cost of \$7462.00, which were nonrefundable. In addition, the group of people traveling with him also suffered damages due to their purchase of Derby hats and clothing in anticipation of attending the Derby.

Mr. Dudgeon notified you on May 2, 2026, that he was cancelling the agreement due to the multiple breaches of same by Jet Agency and requested a refund of his deposit, but has received no meaningful response since then. Accordingly, **demand is hereby made, that his deposit of \$103,425.00 be refunded no later than May 18,**

2026. Should you fail to pay as demanded, be advised that our client intends to exercise all available legal remedies and rights, and will seek not only a full refund, but also all related out of pocket expense and other damages, as well as attorney fees and costs. 2026, which allows our client to ultimately file an action to foreclose the lien. The preference of our client is to resolve this matter short of litigation, however, that depends on your cooperation. **Be further advised that time is of the essence.**

Very truly yours,

BAKER & IHRIG, P.C.

A handwritten signature in black ink, appearing to read "William J. Baker". The signature is fluid and cursive, with a large, stylized initial "W" and "J".

William J. Baker

cc: Morris Dudgeon
sfci@brightok.net