

IN THE CIRCUIT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION

SAMARA FURLONG,

Case No.

Plaintiff,

v.

JETCHARTER.COM, LLC,

Defendant.

COMPLAINT

Plaintiff Samara Furlong f/k/a Samara Johnson ("Plaintiff" or "Ms. Furlong"), by and through undersigned counsel, hereby files this Complaint against Defendant JetCharter.com, LLC ("Defendant" or "JetCharter"), and alleges:

JURISDICTION, AND VENUE

1. Plaintiff Samara Furlong f/k/a Samara Johnson is an individual who, at all times material hereto, was a resident of Oakland County, Michigan.
2. Defendant JetCharter.com, LLC is a Florida limited liability company with its principal place of business at 1825 NW Corporate Blvd, Boca Raton, Florida 33431.
3. Defendant operates as an air charter broker and Indirect Air Carrier, arranging on-demand private charter flights on behalf of its clients through third-party FAA-certificated air carriers.
4. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds \$50,000, exclusive of interest and attorneys' fees.
5. Venue is proper in Palm Beach County, Florida pursuant to Section 21 of the parties' Agreement, which provides that any legal proceeding necessary to interpret or enforce the

Agreement shall be brought in the State of Florida, and Defendant's principal place of business is located in Palm Beach County, Florida.

6. There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

GENERAL FACTUAL ALLEGATIONS

The Agreement

7. On or about November 10, 2025, Plaintiff entered into a binding agreement with Defendant for a round-trip private charter flight aboard a Hawker 800XP aircraft (the "Agreement"), as evidenced by JetCharter.com Quote No. 675068, executed via DocuSign. A true and accurate copy of the Agreement is incorporated herein by reference and attached hereto as

Exhibit A.

8. The Agreement provided for a round-trip flight between Oakland County International Airport (PTK) and Santa Barbara Municipal Airport (SBA), with an outbound departure on November 26, 2025, and a return departure on November 30, 2025, for two passengers.

9. The total contract price was \$77,420.80, comprising \$72,000.00 in flight charges, a \$20.80 segment fee, and \$5,400.00 in Federal Excise Tax.

10. Consistent with Defendant's payment terms, Plaintiff prepaid the full contract price of \$77,420.80 in advance of the scheduled flights.

11. The Agreement constitutes a legal, binding, and enforceable contract by Defendant's own admission.

Jetcharter's Cancellation and Admission of Liability

12. On November 26, 2025, the date of the scheduled outbound flight, Defendant cancelled the outbound leg of the charter, citing unspecified "operational issues" related to aircraft malfunctions.

13. Defendant subsequently cancelled the return leg of the charter as well. The return flight was not cancelled due to any aircraft malfunction or operational issue. Rather, Defendant unilaterally determined that it was in everyone's best interest to cease the business relationship after Plaintiff raised questions regarding the outbound cancellation, and Defendant chose not to fulfill its contractual obligation to provide the return flight despite having no operational impediment to doing so.

14. Defendant made no effort to arrange a substitute aircraft or otherwise fulfill its contractual obligations for either leg of the trip.

15. Plaintiff did not cancel. Plaintiff did not fail to appear. Plaintiff was ready, willing, and able to travel on November 26, 2025.

16. On the same day, November 26, 2025, Jordan Brown, Defendant's Managing Partner, sent an email to Plaintiff's representatives expressly stating that Defendant would "be refunding today's trip" and requesting wire instructions to process the refund. A true and accurate copy of the correspondence is incorporated herein by reference and attached hereto as **Exhibit B**.

17. Wire instructions for the refund were provided to Defendant on or about December 5, 2025, and Defendant confirmed receipt of those instructions.

18. On several separate occasions following the cancellation, Defendant, through its representatives, made additional promises to Plaintiff and her representatives to refund Plaintiff's money, including promises to process the refund imminently and to resend wire transfer instructions, none of which were honored or fulfilled.

19. Notwithstanding its express promise to refund, Defendant engaged in a months-long pattern of delay, evasion, and bad faith, including: (a) claiming its accounting team left early on November 26, 2025; (b) repeatedly promising payment that was never made; and (c) invoking DOT Part 295 as a purported justification for withholding funds owed for services Defendant admittedly failed to provide.

20. As of the date of this Complaint, Defendant has failed to remit a single dollar to Plaintiff, despite having held Plaintiff's \$77,420.80 for more than five months.

Plaintiff's Damages

21. As a direct and proximate result of Defendant's failure to perform, Plaintiff was forced to arrange last-minute replacement charter flights through Just Landed Jets to fulfill her travel obligations.

22. Just Landed Jets Invoice No. 9368 for the outbound flight (PTK to SBA, November 26, 2025) totaled \$56,453.49. A true and accurate copy of Just Landed Jets Invoice No. 9368 is incorporated herein by reference and attached hereto as **Exhibit C**.

23. Just Landed Jets Invoice No. 9380 for the return flight (SBA to PTK, November 30, 2025) totaled \$51,793.26. A true and accurate copy of Just Landed Jets Invoice No. 9380 is incorporated herein by reference and attached hereto as **Exhibit D**.

24. The total cost of replacement flights was \$108,246.75—a difference of \$30,825.95 over the original contract price that Plaintiff was forced to absorb solely because of Defendant's breach.

25. Plaintiff has retained the law firm of Varnum LLP and has incurred attorneys' fees and costs in connection with this matter.

26. Section 20 of the Agreement provides that the prevailing party in any action to interpret or enforce the Agreement shall recover its costs and expenses, including attorneys' fees.

27. All conditions precedent to filing this action have been met or waived.

COUNT I – BREACH OF CONTRACT

28. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 24 as if fully set forth herein.

29. A valid, binding, and enforceable contract existed between Plaintiff and Defendant as memorialized in the Agreement (Quote No. 675068), executed via DocuSign on November 10, 2025.

30. Plaintiff fully performed all conditions precedent and obligations under the Agreement, including prepaying the full contract price of \$77,420.80.

31. Defendant breached the Agreement by: (a) unilaterally cancelling all charter flights without substituting alternative aircraft or otherwise performing its contractual obligations; (b) retaining Plaintiff's prepaid funds of \$77,420.80 despite having performed no services under the Agreement; and (c) failing and refusing to refund Plaintiff's prepayment despite its own express promise and admission that a full refund was owed.

32. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages including: (a) the prepaid contract price of \$77,420.80, which Defendant has wrongfully retained; (b) additional out-of-pocket costs of \$30,825.95 incurred to secure last-minute replacement charter flights; and (c) attorneys' fees and costs recoverable under Section 20 of the Agreement.

WHEREFORE, Plaintiff Samara Furlong demands judgment against Defendant JetCharter.com, LLC for compensatory damages of no less than \$108,246.75, plus attorneys' fees

and costs pursuant to Section 20 of the Agreement, pre-judgment and post-judgment interest, and such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT

33. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 24 as if fully set forth herein.

34. Plaintiff conferred a direct benefit upon Defendant in the amount of \$77,420.80 by prepaying the full contract price for charter air transportation services.

35. Defendant had knowledge of the benefit conferred upon it, as evidenced by its receipt and retention of Plaintiff's payment.

36. Defendant voluntarily accepted and retained the benefit conferred by Plaintiff.

37. Defendant provided no charter services whatsoever in exchange for Plaintiff's payment, having unilaterally cancelled all flights and made no alternative arrangements.

38. Under the circumstances, it would be inequitable and unjust for Defendant to retain the benefit of Plaintiff's \$77,420.80 payment without compensating Plaintiff therefor.

39. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff has suffered damages in an amount no less than \$77,420.80, together with interest.

WHEREFORE, Plaintiff Samara Furlong demands judgment against Defendant JetCharter.com, LLC for restitution in the amount of \$77,420.80, plus excess fees incurred for the alternate flight, plus pre-judgment and post-judgment interest, attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

COUNT III – PROMISSORY ESTOPPEL

40. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 24 as if fully set forth herein.

41. On November 26, 2025, Defendant, through its Managing Partner Jordan Brown, made a clear, definite, and unequivocal promise to Plaintiff and her representatives that Defendant would refund the full amount of \$77,420.80 paid by Plaintiff for the cancelled charter flights.

42. Defendant's promise was sufficiently specific to constitute an enforceable commitment, expressly stating it would be refunding today's trip and requesting wire instructions to process the refund.

43. Defendant thereafter made additional promises on several separate occasions to refund Plaintiff's money, further reinforcing Plaintiff's reasonable expectation that a refund was forthcoming.

44. Plaintiff reasonably and justifiably relied on Defendant's promise by: (a) providing wire transfer instructions to Defendant as requested; (b) refraining from pursuing other legal remedies in the immediate aftermath of the cancellation; and (c) engaging her financial advisors in ongoing follow-up with Defendant over multiple weeks in reasonable expectation of Defendant's promised performance.

45. Defendant knew, or reasonably should have known, that Plaintiff would rely on its promise to refund the full amount of \$77,420.80.

46. Notwithstanding its express promise, Defendant refused and failed to make any refund whatsoever.

47. Plaintiff's reliance on Defendant's promise was detrimental in that Plaintiff did not immediately pursue legal remedies and continued to be deprived of the use of her funds of \$77,420.80 for a period of months.

48. Injustice can only be avoided by enforcement of Defendant's promise.

49. As a direct and proximate result of Defendant's broken promise and Plaintiff's detrimental reliance thereon, Plaintiff has suffered damages in an amount no less than \$77,420.80.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

VARNUM LLP
Attorney for Plaintiff

Date: July 21, 2026

By: s/ Holly A. Rice
Holly A. Rice (FL89138)
Attorney for Plaintiff
4501 Tamiami Trail N., Suite 350
Naples, FL 34103
(239) 241-7380
Primary Email: harice@varnumlaw.com
Secondary Email: mvcarrillo@varnumlaw.com

29178025.1

Exhibit A

NOT A CERTIFIED COPY



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P: (888) 655-1778 | Charter@jetcharter.com

Quote

Issued to:

Samara Johnson
P (248) 202-1911
E samara.d.johnson@gmail.com

Round-trip
Hawker 800XP

Quote Number: 675068 **Date Quoted:** 10 Nov 2025 **Departure:** November 26, 2025



Departure	Arrival	Pax	Flight Time
▶ Oakland County International Airport (PTK) November 26, 2025 - 09:01 AM	Santa Barbara Municipal Airport (SBA) November 26, 2025 - 10:27 AM	2	4hr 26min
▶ Santa Barbara Municipal Airport (SBA) November 30, 2025 - 09:01 AM	Oakland County International Airport (PTK) November 30, 2025 - 04:11 PM	2	4hr 10min

For 24/7 client support regarding your trip please contact
Charter@jetcharter.com



Quote Details	
Flight Charges	\$72,000.00
Segment Fee	\$20.80
FET	\$5,400.00
Total	\$77,420.80



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Terms & Conditions

These Terms & Conditions are attached to the price quotation on the preceding page. Together, the price quotation and the Terms & Conditions constitute the "Agreement" between the customer identified on the preceding page ("Client") and JetCharter.com ("JC").

1) **ENGAGEMENT:** Client hereby engages JC to act 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") and conducting on-demand air charter operations under Part 135 of the FAR (the "Charter Operator"). Client acknowledges and agrees that, for all services rendered by JC under this Agreement, JC is acting as an Indirect agent and not an agent of the operator. Further, Client understands, acknowledges and agrees that JC is not a certificated air carrier and does not hold itself out as an air carrier.

2) **RESERVATIONS:** a) All requests for service are subject to confirmation from JC and acceptance by the Charter Operator. Client's Charter Itinerary is included on the price quote and will be delivered by email from JC providing a confirmation number and the estimated price quote, and specifying the date(s) and departure time(s) of travel, flight segments arranged at Client's request, aircraft type and other requests specified by Client when requesting the flight. The price quotation is valid for a minimum of 3 days from the date of the quotation or longer, but only if the aircraft is still available at the time of Client's acceptance of the price quotation. Upon acceptance by Client, the Charter Itinerary, including these Terms and Conditions, becomes a legal, binding and enforceable contract. The price quotation is aircraft specific (i.e., make, model, tail number). Should circumstances require the use of a different aircraft, the cost of the requested flight(s) may change. Client shall be advised of any such changes as soon as that information becomes known to JC.

3) **ADDITIONAL COSTS:** Client agrees that the price quotation may include estimates for certain flight-related cost items. Notwithstanding any such estimate, Client is responsible for and agrees to pay the actual amount of all such flight-related cost items, without limitation, over-flight permits, landing charges, aircraft de-icing, wifi/broadband usage, hangar rental, FBO charges, facility after-hours charges, catering costs, flight phone, customs fees, ground transportation, crew trip expenses, and other similar out-of-pocket expenses relating to the service provided should these amounts differ from the original cost estimates. Due to the fluctuating cost of fuel, the Charter Operator and/or JC reserve the right to re-assess or add fuel surcharges on quotes book more than 7 days in advance. If a change in the original itinerary is requested by Client and agreed to by JC, or is necessitated by Client's actions or is required for safety as determined by the Charter Operator, then the actual amount owed by Client to JC may differ from the original quotation and Client agrees to pay such additional amount. Client further agrees that JC may charge an additional fee of 20% for administrative costs incurred in connection with handling of the above-referenced expense items. Price includes all applicable fees including Federal Excise Tax and segment fees.

4) **PAYMENT TERMS:** JC requires payment in advance by either bank wire transfer or credit card. In the event payment is not made by wire transfer within 24 hours of Client's acceptance of a price quotation, Client agrees that JC may charge the credit card presented at the time of the flight request to secure the Reservation. Client further acknowledges and agrees to adhere to its obligations as set forth in the agreement with its credit card issuer.

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Should JC fail to receive sufficient pre-payment, JC, at its option, may either (i) cancel Client's reservations and retain any amounts paid by Clients as liquidated damages, or (ii) Client will pay JC an amount equal to the lower of one (1) percent per month of the outstanding balance still unpaid by Client and owed to JC, or the highest percentage permitted by law on any charges still outstanding more than 30 days after Client's receipt of an invoice, plus any and all reasonable costs (including attorney's fees) that JC may incur in its collection of any past due fees, expenses, and charges hereunder. Notwithstanding the foregoing, payment for one-way flights is due at time of acceptance of a price quotation and the flight will not be confirmed until payment is received. A 5% cash discount will be given for payments made by wire transfer.

5) HANGAR AND DE-ICING CHARGES. If the Charter Operator determines, in its sole discretion, that it is prudent to use an aircraft hangar to avoid de-icing charges and/or inclement weather, Client will pay the actual cost of such hangar charge 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 Client's selected departure location, Client shall be responsible for the cost of such de-icing. In addition, all de-icing events shall be subject to a \$500 exterior cleaning fee. If Client refuses to accept financial responsibility for all de-icing charges, the flight(s) will be deemed cancelled by Client and will be subject to a cancellation fee of 100%.

6) FBO SELECTION. All fixed base operations (FBOs) will be selected by the Charter Operator and/or JC and listed on the flight itinerary. If Client requests a different FBO, additional charges may apply.

7) CATERING AND GROUND TRANSPORTATION. Client agrees that any catering and ground transportation requested by Client and arranged by JC shall be subject to a 20% administrative charge and any cancellations will be subject to a cancellation fee of 100%.

8) CANCELLATION CHARGES. Some flights, particularly international flights, require extensive planning in advance of the flight and JC may have to pay substantial non-refundable fees in advance for services, such as and without limitation, aircraft handling services, credit card fees, international permits, crew airline tickets and crew hotel rooms. Client agrees to be responsible for such fees in addition to the cancellation policies set forth below.

a. Domestic Flight Cancellation. Domestic one-way flights, including multi-leg one ways, and international one-way flights are completely non-refundable. Domestic round-trip flights are subject to a cancellation charge up to 100% of the charter amount if cancelled within three days of scheduled departure. The amount of the cancellation charge, if any, will be at JC's discretion and will be based, among other factors, on the amount of the cancellation charge assessed by the air carrier.

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b. International Flight Cancellation. International one-way flights, including multi-leg, one-way flights are completely non-refundable. International round trip flights are subject to a cancellation charge up to 100% of the charter amount if cancelled within four days of scheduled departure. The amount of the cancellation charge, if any, will be at JC's discretion and will be based, among other factors, on the amount of the cancellation charge assessed by the air carrier.

c. Peak Travel Day Cancellation. All travel that includes departure or arrival dates on peak travel days are subject to a 100% cancellation charge. Peak travel days are defined as seven days prior to and seven days after all US Federal Holidays.

d. Miscellaneous Cancellations. Members are also subject to a 100% cancellation fee as set forth below in paragraphs 9 through 14, inclusive.

9) NO SHOW POLICY AND CLIENT DELAYS. A Client no-show will be charged the full amount of the charter price. If Client is one (1) hour late for a scheduled departure and has not contacted JC to notify of the delay, Client will be considered a no-show and the Charter Operator may elect to depart, the flight(s) will be deemed to have been cancelled by Client, and neither JC and/or the Charter Operator will have any further responsibility or liability to Client. If Client notifies JC, in advance, of that Client's arrival will be delayed but that Client will arrive within one (1) hour after the originally scheduled departure, JC and/or the Charter Operator will make commercially reasonable efforts to delay the departure and such new scheduled departure time will become the new scheduled departure time. Client understands, acknowledges and agrees that a delay in departure may not be possible due to such factors as legally required crew duty time limitations and aircraft scheduling. Client shall be responsible for any additional charges required to return the aircraft to its originally scheduled itinerary and shall further be responsible for any charge for any substitute aircraft that Client may request. As a result of either a no-show or Client delay, Client may be responsible for additional crew travel or overtime charges as well as aircraft waiting time charges of \$500 per hour for each hour or fraction thereof the aircraft remains on standby awaiting Client's arrival.

I HAVE READ AND AGREE TO THE CANCELLATION CHARGES AND NO-SHOW POLICIES SET FORTH ABOVE.

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

11) **DOCUMENTATION AND SECURITY.** All passenger information, including full legal names and birth dates, must be provided to JC at least 24 hours before departure for domestic flights and 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 Client-supplied security information or travel documentation is in error or invalid, Client is solely responsible for any governmental fines or penalties. Client acknowledges and agrees that any discrepancy in passenger information or documentation may cause departure delays or flight cancellations which are the sole responsibility of Client. If any passenger under the age of 18 is travelling with only one parent or legal guardian, the other parent or legal guardian must submit to JC, at least 72 hours before departure, a notarized statement authorizing the travel and releasing JC and air carrier from any liability. Failure of Client 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 shall be consider a flight(s) cancellation by Client and be subject to a 100% cancellation fee.

12) **PETS.** Pets will not be allowed on charter flights unless requested in advance by Client and approved in writing by JC. If transportation of a pet is approved, Client agrees to be liable for any aircraft damage caused by the pet. If Client arrives at the airport with a pet and has not previously requested and obtained prior approval of pet transportation, the flight may be cancelled and subject Client to a 100% cancellation fee..

13) **WEAPONS.** JC must be notified at 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 applicable regulations of the United States Transportation Security Administration and/or Transport Canada. Failure to provide JC with the required advance notice of the carriage of weapons may result in a flight cancellation and subject Client to a cancellation fee of 100%.

14) **HAZARDOUS MATERIALS.** The air carriers used by JC generally are not approved to transport dangerous good 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 JC upon request. No baggage or goods will be carried when, in the judgment of the pilot-in-command, such goods or baggage (a) might endanger the aircraft, persons or property; (b) might be likely to be damaged by air carriage; (c) are unsuitably packaged for transport; (d) are improperly or inadequately labeled; or (e) 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 JC of any proposed transportation of hazardous materials may result in flight cancellation and subject Client to a 100% cancellation fee.

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15) SAFETY OF OPERATION: Client 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. Client shall indemnify and hold JC, and its members, employees, attorneys, consultants, agents and/or affiliates, harmless against any and all damages, losses, liability, suits, actions, demands, causes of actions and proceedings, together with expenses related thereto, incurred by Client as a result of or arising from the actions of third-party air charter carriers, including its vendors, agents, assigns and employees, JC selects and/or associates with regard to safety of charter air travel for Client.

16) DAMAGE OR EXCESSIVE WEAR. Client agrees to be solely responsible for and indemnify JC against any costs resulting from damage or excessive wear to an aircraft as the result of the actions of Client, Client's passengers or Client/passenger baggage, ordinary wear and tear excluded. Such costs may include the cost of loss of use of the aircraft while repairs are made.

17) SMOKING. Smoking is not permitted on any charter flights without the prior written approval from JC. If smoking is approved, Client agrees to be responsible for the cost of any additional cleaning fees for the aircraft.

18) ACKNOWLEDGMENT OF OPERATIONS: Client acknowledges and agrees that JC is an Air Charter Broker acting as an Indirect Air Carrier to arrange flights on behalf of its clients. JC is not a direct air carrier and is not operating the on-demand air carrier flights in question. The direct air carrier of the Phenom 100 is onward jets. JC will notify the client within a reasonable amount of time should the direct air carrier change. Client may request to be listed as additionally insured by the direct air carrier as JC does not maintain non-owned aircraft liability insurance covering Client. Client understands and agrees that the direct air carriers providing air transportation to Client have sole responsibility, liability, and control of all aspects of the aircraft charter services being provided, including without limitation, aircraft availability, the commencement and termination of on-demand flights, the operation, regulation, and condition and safety of the flight, passengers, baggage, cargo and other people and events associated with Client's air travel, such as crew performance and catering services. Client agrees it will timely provide JC with any information required by the Charter Operator, including, without limitation, the names and passport information of all prospective passengers. In the event Client's itinerary includes one or more destinations outside the United States, Client shall be solely responsible for obtaining any required travel documentation for all passengers, such as, without limitation, valid passports and visas.

19) FORCE MAJEURE: JC will not be deemed to be in breach of its obligations hereunder or have any liability 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, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of JC or the Charter Operator.

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20) ATTORNEY'S FEES: In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney's fees and costs of appeal, if any.

21) VENUE: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Florida and the Parties submit to jurisdiction and venue in the Superior Court of State of Florida in any legal proceeding necessary to interpret or enforce this Agreement or any part of it

22) DAMAGES: (a) Neither the air carriers JC selects and/ or associates with on behalf of Client nor JC 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.

(b) Client assumes all liability and responsibility for safety, schedule, baggage, cargo, business and personal activities and financial ramifications, if any, associated with Client's air reservations and travel arranged by JC and performed by third-party air charter carriers. (c) Client 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 which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted by Client by JC. Any damages, including without limitation, fines, penalties or forfeitures, incurred by or imposed upon JC and/or its third-party air charter carriers as a result of Client engaging in prohibited acts shall be borne by Client. (d) JC makes no representations or warranties of any kind, either express or implied, as to any matter related in any manner to implied warranties of fitness for a particular purpose, merchantability or otherwise. (e) If Client'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. (f) Client shall indemnify and hold harmless JC, its affiliates and all of their officers, directors, employees, legal representatives and other 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 its behalf.

(g) IN NO EVENT WILL JC BE LIABLE FOR ANY TYPE OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, EXCEEDING THE AMOUNT PAID BY CLIENT FOR THE FLIGHT(S) IN QUESTION. CLIENT WILL INDEMNIFY AND HOLD JC HARMLESS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY JC BY REASON OF ANY ACCIDENT OR OMISSION OF CLIENT, ITS EMPLOYEES, AGENTS AND GUESTS.

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23) REGULATIONS: This Agreement is subject to all applicable laws, rules, regulations, approvals and certifications in effect from time to time including, without limitation, those promulgated by the FAA which now or hereafter may be imposed or required. The law of the State of Florida governs this Agreement, without giving effect to its conflict of laws provisions. The illegality or non-validity of any paragraph, clause, or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph, clause or provision hereof. It is understood and agreed that this Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No terms or provisions of this Agreement maybe changed except by written instrument signed by both parties.

I hereby agree and accept these terms and conditions

Samara Johnson

Printed Name

DocuSigned by:

Samara Johnson

Signature

11/10/2025

Date



JETCHARTER.COM

(888) 655-1778 | Charter@jetcharter.com

Wiring Instructions

Bank Information

Chase Bank

270 Park Avenue
New York, NY 10017
United States of America

Beneficiary Name: JetCharter.com, LLC

Beneficiary Account: [REDACTED] 639

Routing & Transit (ABA): 021 000 021 (USA Domestic Wire)

International SWIFT Code: CHASUS33 (International Wire)

Credit to:

JetCharter.com, LLC
1825 Corporate Boulevard NW,
Suite 110-D80
Boca Raton, FL 33431

Account Number:

[REDACTED] 639

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(888) 655-1778 | Charter@jetcharter.com

Credit Card Authorization

Credit card authorization is required for all flight bookings regardless of payment method used. The credit card below will be kept on file and charged for any and all ancillary charges not quoted, but incurred by JetCharter.com in the process of booking and operating the above referenced flight. Charges include, but are not limited to, catering, hangar fees, de-ice fees, and handling charges.

SELECT ONE

☐

CREDIT CARD PRICE

I choose to pre-pay the full amount of charter on the credit card below.
The total amount to be charged to my credit card is:

\$81,291.84

☐

CASH PRICE TOTAL

I choose to pay by wire transfer.
The temporary hold on my credit card, to be released after wire transfer, is:
The total amount that I will send by wire transfer is:

\$81,291.84

\$77,420.80

Credit Card Number

Security Code

Expiration Date

Cardholder Name

Billing Address

Attach copy of cardholder primary identification for security verification

Driver's license, passport, or similar

City, State, Zip

Authorization

I state that I have full legal authorization to place charges on the listed card. In addition to the Total Charge Amount, I authorize JetCharter.com to charge incidental charges in excess of the Total Charge Amount that may include catering, limousine service, flight phone, de-icing, international fees and taxes, which may be in addition to the Non-Cash Total.

Cardholder's Signature

Date

Mother's Maiden Name (for security purposes only)

Exhibit B

NOT A CERTIFIED COPY

From: Renee Wolgin <rwolgin@sagepfs.com>
Sent: Thursday, March 26, 2026 3:02 PM
To: Grove, Rebecca L. <rlgrove@varnumlaw.com>
Subject: FW: Jordan and jetcharter.com

See thread below regarding the private jet refund Samara never received.

Also attached is the flight invoice.

Renee S. Wolgin, C.P.A., C.G.M.A.
Sage Personal Financial Services LLC
rwolgin@sagepfs.com
Two Towne Square, Suite 800
Southfield, MI 48076
Direct: 248-827-0111
Office: 248-788-6440
Mobile: 248-302-8466

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From: Jordan Brown <jordanb@jetcharter.com>
Sent: Monday, December 8, 2025 4:57 PM
To: Renee Wolgin (KOV) <rwolgin@telemus.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: Re: Jordan and jetcharter.com

This is the first time you received an email from this sender (jordanb@jetcharter.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

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You advise clients as if you are though.

On Mon, Dec 8, 2025 at 4:41 PM Renee Wolgin (KOV) <rwolgin@telemus.com> wrote:

Would you mind clarifying your position here? If not, I will discuss with the family's attorneys to get a clearer interpretation of what you're saying as I'm not an expert in the field of private aviation.

I do know that your initial email when her first flight had mechanical errors you specifically said you would refund the money and that you wish to no longer work with the family. At the same time, you also had their money for the return flight (paid weeks in advance of the flight) that you did not provide to Samara because you chose not to. It had nothing to do with mechanical errors, plane availability, or anything else of the sort.

If you could just provide some clarification, I would appreciate it, and then we can determine the best next steps to work to resolve this matter.

Thank you,

Renee



Renee Wolgin

Director, Family Office - Southfield, MI

D: (248) 827-0111

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From: Jordan Brown <jordanb@jetcharter.com>
Sent: Monday, December 8, 2025 4:23 PM
To: Renee Wolgin (KOV) <rwolgin@telemus.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: Re: Jordan and jetcharter.com

This is the first time you received an email from this sender (jordanb@jetcharter.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

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Last two refunds were done immediately. We will adhere to DOT part 295.

On Mon, Dec 8, 2025 at 4:20 PM Renee Wolgin (KOV) <rwolgin@telemus.com> wrote:

Hi Jordan.

I hope you had a nice weekend. Any update on the wire?

Any insight would be appreciated.

Thank you,
Renee

Renee Wolgin
Director, Family Office - Southfield, MI
D: (248) 827-0111



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From: Renee Wolgin <rwolgin@kovitz.com>
Sent: Friday, December 5, 2025 3:34 PM
To: Jordan Brown <jordanb@jetcharter.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: RE: Jordan and jetcharter.com

I will send you an encrypted email following this email containing the wire instructions.

If you could please confirm receipt, that would be great.

Thank you,
Renee

Renee Wolgin, C.P.A., CGMA
DIRECTOR, FAMILY OFFICE

Two Towne Square, Suite 800

Southfield, MI 48076

P 248.827.0111

C 248.302.8466



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From: Jordan Brown <jordanb@jetcharter.com>
Sent: Friday, December 5, 2025 3:29 PM
To: Renee Wolgin <rwolgin@telemus.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: Re: Jordan and jetcharter.com

yes please send it.

On Fri, Dec 5, 2025 at 3:27 PM Renee Wolgin <rwolgin@telemus.com> wrote:

Hi Jordan.

I hope your week has been good. Following up on the refund due to Samara's grandmother for the flights that you said would be processed. I still have not seen the funds hit her account. Do you need me to resend the wire instructions?

I was under the impression she would be refunded at the beginning of the week, after the holiday weekend, and I have yet to receive any updates.

If you could please let me know when we could expect to receive the funds, I would appreciate it.

Thank you in advance for your timely attention to this matter.

Sincerely,
Renee Wolgin

Cohen Family Office

Renee Wolgin, C.P.A., CGMA
DIRECTOR, FAMILY OFFICE

Two Towne Square, Suite 800

Southfield, MI 48076

P 248.827.0111

C 248.302.8466



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From: Renee Wolgin
Sent: Tuesday, December 2, 2025 11:37 AM
To: 'Jordan Brown' <jordanb@jetcharter.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: RE: Jordan and jetcharter.com

Hi Jordan.

I hope you had a nice holiday weekend. I wanted to follow up on the refund due for Samara's flights. Can you please let me know when to expect to receive the wire of \$77,420.80? Let me know if you need me to resend the account information.

I look forward to this all be resolved in a timely manner.

Thank you,

Renee

Renee Wolgin, C.P.A., CGMA
DIRECTOR, FAMILY OFFICE

Two Towne Square, Suite 800

Southfield, MI 48076

P 248.827.0111

C 248.302.8466



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From: Jordan Brown <jordanb@jetcharter.com>
Sent: Wednesday, November 26, 2025 6:55 PM
To: Renee Wolgin <rwolgin@telemus.com>
Cc: Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: Re: Jordan and jetcharter.com

Our accounting team left early today. They will be back in on Monday.

Managing Partner

Jordan Brown
760-845-0743

Sent from iPhone

On Wed, Nov 26, 2025 at 4:29 PM Renee Wolgin <rwolgin@telemus.com> wrote:

Good evening Jordan.

I do not show that any wire has been received and/or is pending. Please confirm that you have initiated a wire in the amount of \$77,420.80 to go to the account that I sent you the information for. Please send an image of the wire confirmation.

When can I expect to see the funds in the account as tomorrow is a holiday and banks are closed.

Thank you,
Renee

Renee Wolgin, C.P.A., CGMA
DIRECTOR, FAMILY OFFICE

Two [Towne Square, Suite 800](#)

[Southfield, MI 48076](#)

P 248.827.0111

C 248.302.8466



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From: Jordan Brown <jordanb@jetcharter.com>
Sent: Wednesday, November 26, 2025 12:53 PM
To: Renee Wolgin <rwolgin@telemus.com>; Samara (Johnson) Furlong <samara.d.johnson@gmail.com>
Subject: Jordan and jetcharter.com

Hello Renee,

Thank you for all your assistance through the years. I am sorry that in recent times there have been operational issues. I know Samara has a lot of stress going on right now and I do not want to add to it. Anytime there is an issue I am reminded of my failures with one of our previous brands and how the family has asked Sami not to work with us. We will be exiting this relationship as I believe it's what's best for the family. Please send your wire instructions as we will be refunding today's trip.

--

Best Regards,

Jordan Brown

Managing Partner

[Boca Raton Office](#)
[1825 Corporate Boulevard NW,](#)
[Suite 110-D80](#)

Boca Raton, FL 33431

T: 888-655-1778 | **M:** 760-845-0743

www.jetcharter.com

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Best Regards,



Jordan Brown

Managing Partner

[Boca Raton Office](#)

1825 Corporate Boulevard NW,

Suite 110-D80

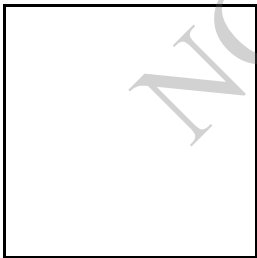
Boca Raton, FL 33431

T: 888-655-1778 | **M:** 760-845-0743

www.jetcharter.com

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Best Regards,



Jordan Brown

Managing Partner

[Boca Raton Office](#)

1825 Corporate Boulevard NW,

Suite 110-D80

Boca Raton, FL 33431

T: 888-655-1778 | **M:** 760-845-0743

www.jetcharter.com

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Best Regards,



Jordan Brown

Managing Partner

[Boca Raton Office](#)

1825 Corporate Boulevard NW,

Suite 110-D80

Boca Raton, FL 33431

T: 888-655-1778 | **M:** 760-845-0743

www.jetcharter.com

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Exhibit C

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INVOICE

Just Landed Jets
30 N Gould St # 48132
Sheridan, WY 828016317

Accounting@justlandedjets.com
+1 (561) 306-5753
www.justlandedjets.com



Samara Furlong:9368

Bill to
Samara Furlong
Samara Furlong

Invoice details

Invoice no.: 9368
Terms: Due on receipt
Invoice date: 11/26/2025
Due date: 11/26/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Itinerary	Date:11/26/2025 Route:KPTK → KSBA	1	\$0.00	\$0.00
2.	2510 Def Rev	2025 NOV Flight Charges	1	\$52,021.28	\$52,021.28
3.	2420 Dom Seg Fees	Segment Fees	2	\$5.20	\$10.40
4.	Processing/Misc Fees	Checkout Fee	1	\$520.21	\$520.21
5.	Wire	Routing number: 121145349 Account number: XXXXXXXXXX Account type: Business Checking Beneficiary: JL Jets, Inc. 30 N Gould St, #48132 Sheridan, WY 82801 Receiving bank: Column NA - Brex 1 Letterman Drive, Building A, Suite A4-700 San Francisco, CA 94129	1	\$0.00	\$0.00

Note to customer

Date:11/26/2025
Route:KPTK → KSBA

Subtotal	\$52,551.89
Sales tax	\$3,901.60
Total	\$56,453.49

Exhibit D

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INVOICE

Just Landed Jets
30 N Gould St # 48132
Sheridan, WY 828016317

Accounting@justlandedjets.com
+1 (561) 306-5753
www.justlandedjets.com



Samara Furlong:9380

Bill to
Samara Furlong
Samara Furlong

Invoice details

Invoice no.: 9380
Terms: Due on receipt
Invoice date: 11/28/2025
Due date: 11/28/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Itinerary	Date:11/30/2025 Route:KSBA → KPTK	1	\$0.00	\$0.00
2.	2510 Def Rev	2025 NOV Flight Charges	1	\$47,726.14	\$47,726.14
3.	2420 Dom Seg Fees	Segment Fees	2	\$5.20	\$10.40
4.	Processing/Misc Fees	Checkout Fee	1	\$477.26	\$477.26
5.	Wire	Routing number: 121145349 Account number: XXXXXXXXXX Account type: Business Checking Beneficiary: JL Jets, Inc. 30 N Gould St, #48132 Sheridan, WY 82801 Receiving bank: Column NA - Brex 1 Letterman Drive, Building A, Suite A4-700 San Francisco, CA 94129	1	\$0.00	\$0.00

Note to customer

Date:11/30/2025
Route:KSBA → KPTK

Subtotal	\$48,213.80
Sales tax	\$3,579.46
Total	\$51,793.26