

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: _____

FREDERIC GAUTIER-WINTHER,

PLAINTIFF,

vs.

JET GENIUS FLORIDA HOLDINGS, INC. d/b/a
CHARTER FLIGHT GROUP and JORDAN BROWN,
individually,

Defendants.

_____ /

COMPLAINT

The PLAINTIFF, FREDERIC GAUTIER-WINTHER (“GAUTIER-WINTHER”), sues the Defendants, JET GENIUS FLORIDA HOLDINGS, INC. d/b/a CHARTER FLIGHT GROUP (“CFG”), and JORDAN BROWN, individually (“Brown”)(Brown and CFG referred to collectively as “Defendants”), and alleges:

1. GAUTIER-WINTHER, is, and at all times material to this Complaint was, a citizen of the State of Texas.

2. Upon information and belief, CFG is a Florida corporation whose principal place of business is located in Boca Raton, Florida.

3. Upon information and belief, Brown is the Director, President and Secretary of CFG and is domiciled in the State of Florida.

4. At all times material hereto CFG was engaged in the business of brokering air charter services.

5. Subject matter jurisdiction is proper in this Court under 28 U.S.C. Sec. 1332 because complete diversity of citizenship exists between GAUTIER-WINTHER and the Defendants and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

6. Personal jurisdiction and venue over the Defendants is proper in the Southern District of Florida because both Defendants are domiciled in the Southern District of Florida.

COUNT I – BREACH OF CONTRACT AGAINST CFG

7. On November 15, 2024, GAUTIER-WINTHER and CFG entered into a written agreement whereby in exchange for a payment from GAUTIER-WINTHER to CFG in the amount of Eighty-Eight Thousand, Nine Hundred Twenty Five Dollars (\$US88,925.00)(the “Charter Price”), CFG agreed to arrange a charter flight from William P. Hobby Airport in Houston, Texas to Providenciales Airport in the Turks and Caicos Islands that was scheduled to take place on December 26, 2024, and for a return charter flight back to Houston on January 2, 2025 (collectively, the “Charter Flights”). A copy of said agreement is attached hereto as Exhibit A (the “Agreement”).

8. GAUTIER-WINTHER timely paid CFG the Charter Price for the Charter Flights.

9. Through no fault of GAUTIER-WINTHER, CFG failed to provide the Charter Flights.

10. Pursuant to the terms of the Agreement, having failed to provide the

Charter Flights, CFG was obligated to return the Charter Price to GAUTIER-WINTHER.

11. In breach of the Agreement, CFG has refused to return the Charter Price to GAUTIER-WINTHER.

12. As a result of CFG's breach of the Agreement, GAUTIER-WINTHER has incurred damages including, but not limited to, the loss of the Charter Price and having to expend money to arrange alternative transportation in place of the Charter Flights.

13. Pursuant Section 20 of the Terms and Conditions of the Agreement, GAUTIER-WINTHER is entitled to recover the attorney's fees, costs, and expenses he has incurred and continues to incur in enforcing his rights under the Agreement.

14. GAUTIER-WINTHER has been required to retain the services of the undersigned counsel to enforce his rights under the Agreement and has agreed to pay it a reasonable fee.

15. All conditions precedent to the filing of this cause of action have been performed, have occurred, or have been waived.

WHEREFORE, the PLAINTIFF, FREDERIC GAUTIER-WINTHER, respectfully requests that this Court enter judgment against Defendant, JET GENIUS FLORIDA HOLDINGS, INC. d/b/a CHARTER FLIGHT GROUP, for compensatory damages in the amount of at least \$88,925.00, pre-and post-judgment interest, expenses, attorney's fees, court costs, and any and all such further relief as this Court deems just and proper.

COUNT II – CIVIL THEFT (against both Defendants)

16. GAUTIER-WINTHER adopts and incorporates the allegations in Paragraph Nos.1 through 11, as if fully set forth herein.

17. This is a claim against each of the Defendants for civil theft pursuant to Fla. Stat. §§812.014 and 772.11.

18. Despite written demand from GAUTIER-WINTHER, CFG and Brown, with felonious intent, have jointly and severally refused to remit the Charter Price to GAUTIER-WINTHER and have diverted the Charter Price for themselves.

19. As a direct result of the aforementioned actions of Defendants, GAUTIER-WINTHER has been damaged.

20. As a direct result of the aforementioned actions of Defendants, GAUTIER-WINTHER has been required to engage the services of the undersigned attorneys and have agreed to pay a reasonable fee for those services.

21. All conditions precedent to the filing of this cause of action have been performed, have occurred, or have been waived.

WHEREFORE, the Plaintiff, FREDERIC GAUTIER-WINTHER, respectfully requests that this Court enter judgment against each of the Defendants, jointly and severally, for compensatory damages, treble damages in the amount of at least \$276,775.00, pre-and post-judgment interest, expenses, attorney's fees, court costs, and any and all such further relief as this Court deems just and proper.

Dated: February __, 2025

Respectfully submitted,

TORRICELLA LAW, PLLC
Attorneys for Plaintiff
Town Center One, Suite 2201
8950 Southwest 74th Court
Miami, Florida 33156
Telephone (305) 677-7644
Facsimile (844) 807-3207

By: /s/ Maurice J. Baumgarten
Maurice J. Baumgarten
Florida Bar No. 525324
maurice@torricellalaw.com