

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO: \_\_\_\_\_

PLANE TALK TRAVEL INC., foreign corporation,

Plaintiff,

vs.

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

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

The Plaintiff, PLANE TALK TRAVEL, INC. (“Plaintiff” or “PTT”), sues the Defendants, JET GENIUS FLORIDA HOLDINGS, INC. d/b/a CHARTER FLIGHT GROUP (“CFG”) and JORDAN BROWN, individually (“Mr. Brown”)(Mr. Brown CFG referred to collectively as “Defendants”), and alleges:

**THE PARTIES**

1. This is an action for damages in excess of \$75,000 exclusive of interest and costs.
2. Plaintiff, PTT, is, and at all times material to this Complaint was, a New Jersey corporation whose principal place of business is located in Lakewood, New Jersey.
3. PTT is engaged in the business of providing travel services including, but not limited to, arranging for international charter flights.
4. Upon information and belief, CFG is a Florida corporation whose principal place of business is located in Boca Raton, Florida.

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

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

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

8. 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**

9. In October, 2023, PTT and CFG entered into a written agreement whereby in exchange for a payment from PTT to CFG in the amount of Six Hundred Thirty Thousand, Seven Hundred Eighty Five Dollars (\$US630,785.00)(the “Charter Price”), CFG agreed to arrange for a charter flight for PTT’s clients from Ben Gurion International Airport in Lod, Israel to Newark Liberty International Airport in Newark, New Jersey. The charter flight was scheduled to depart Israel on October 14, 2023, make a stop in Madrid (Spain) Barajas International Airport on October 15, and then continue on to Newark, arriving there on October 16 (the “Charter Flight”). A copy of said agreement is attached hereto as Exhibit A (the “Agreement”).

10. PTT timely paid CFG the Charter Price for the Charter Flight.

11. Through no fault of PTT or any of its clients, CFG failed to provide the Charter Flight.

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12. Pursuant to the terms of the Agreement, having failed to provide the Charter Flight, CFG was obligated to return the entire Charter Price to PTT.

13. Despite the fact that Mr. Brown, on behalf of CFG, admitted in writing to PTT that CFG was obligated to return the entire Charter Price to PTT, CFG has refused to do so, instead returning only \$205,785.00 of the Charter Price to PTT, leaving a balance of \$425,000 of the Charter Price that remains due and owing to PTT (the “Charter Price Balance”), exclusive of interest and attorney’s fees.

14. Pursuant Section 20 of the Terms and Conditions of the Agreement, PTT is entitled to recover the attorney’s fees, costs, and expenses it has incurred and continues to incur in enforcing its rights under the Agreement.

15. PTT has been required to retain the services of the undersigned counsel to enforce its rights under the Agreement and has agreed to pay it a reasonable fee.

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

WHEREFORE, the Plaintiff, PLANE TALK TRAVEL, INC., 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 \$425,000, 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.

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**COUNT II- CIVIL THEFT**  
**(AGAINST CFG AND JORDAN BROWN)**

17. Plaintiff realleges the allegations contained in Paragraph Nos. 1 through 16 as if fully set forth herein.

18. This is a claim against Defendants for civil theft pursuant to Fla. Stat. §§812.014 and 772.11.

19. Defendants, with felonious intent, have: (a) unlawfully deprived PTT its rights to monies that PTT paid CFG for services that were never provided; (b) have unlawfully deprived PTT of its right to the benefits of monies that PTT paid CFG for services that were never provided; and (c) despite Mr. Brown's and CFG's written admission that they have no right to retain the Charter Price Balance, they have ignored PTT's repeated demands that they return the Charter Price Balance to PTT.

20. As a direct result of the aforementioned actions of Defendants, PTT has been damaged.

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

22. All conditions precedent to the filing of an action for civil theft under Fla. Stat. §§812.014 and 772.11 have been fulfilled.

WHEREFORE, the Plaintiff, PLANE TALK TRAVEL, INC., respectfully requests that this Court enter judgment against Defendants, JET GENIUS FLORIDA HOLDINGS, INC. d/b/a CHARTER FLIGHT GROUP and JORDAN BROWN, jointly and severally for compensatory

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damages, treble damages in the amount of \$1,275,000, 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.

Respectfully submitted,

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