

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

MICHAEL PINKERT, an individual,

Plaintiff,

Case No.: _____

v.

JETCHARTER.COM, LLC, a Florida limited
liability company,

Defendant.

_____ /

COMPLAINT

Plaintiff, MICHAEL PINKERT (“Mr. Pinkert”), an individual, hereby sues Defendant, JETCHARTER.COM LLC, a Florida limited liability company (“Jet Charter”), and alleges:

General Allegations

1. This is an action for damages that exceed \$50,000.00, exclusive of interest, costs, and attorneys’ fees.
2. Mr. Pinkert is an individual who resides in Broward County, Florida.
3. Jet Charter is a Florida limited liability company with its principal place of business in Palm Beach County, Florida.
4. Venue is proper as Defendant’s principal place of business is located within Palm Beach County.
5. All conditions precedent to the institution of this action have either been performed, waived, or would be futile
6. Mr. Pinkert has retained the undersigned counsel to represent it in this action and agreed to pay a reasonable fee for the services rendered, which fee Plaintiff is entitled to recover pursuant to the terms of the contract.

Count I: BREACH OF CONTRACT

7. Mr. Pinkert realleges paragraphs 1 through 6.

8. On September 11, 2025, Mr. Pinkert and Jet Charter entered into a contractual agreement (the “Contract”), a copy of which is attached hereto as **Exhibit A**.

9. Pursuant to the Contract, Mr. Pinkert agreed to pay the total sum of \$49,972.40 (the “Funds”) in exchange for Jet Charter to provide round trip private air transportation for six (6) passengers between Puerto Vallarta, Mexico and Ft. Lauderdale, Florida, with a third-party air carrier certified by the Federal Aviation Administration.

10. Mr. Pinkert paid Jet Charter the Funds in full via wire transfer.

11. Jet Charter failed to provide the services for which Mr. Pinkert contracted.

12. As a result, Mr. Pinkert was forced to find alternative accommodations at an additional cost of \$73,385.00.

13. Although Jet Charter agreed to refund the Funds to Mr. Pinkert, it has failed to do so.

WHEREFORE, Mr. Pinkert demands judgment against Jet Charter for damages, pre-judgment interest, interest, costs, attorney’s fees, and such other relief this Court deems just and proper.

Count II: UNJUST ENRICHMENT

14. Mr. Pinkert realleges paragraphs 1 through 16.

15. Mr. Pinkert paid Jet Charter the sum of \$49,972.40 (the “Funds”), thereby conferring a benefit upon it.

16. Jet Charter accepted and retained the Funds.

17. Jet Charter failed to provide anything of value to Mr. Pinkert in exchange for the Funds.

18. As such, it would be inequitable for Jet Charter to retain the benefit Mr. Pinkert conferred upon it.

WHEREFORE, Mr. Pinkert demands judgment against Jet Charter for damages, pre-judgment interest, interest, costs, attorney's fees, and such other relief this Court deems just and proper.

Dated: January 22, 2026

Respectfully submitted,

SLUSHER & ROSENBLUM, P.A.

Attorneys for Plaintiff

444 W. Railroad Ave., Suite 470

West Palm Beach, Florida 33401

Telephone: 561-814-2020

Facsimile: 561-557-4598

By: /s/ Jeremy E. Slusher

Jeremy E. Slusher, Esq.

Florida Bar No.: 145769

jes@slusherandrosenblum.com



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

Quote

Issued to:

Michael Pinkert

P 17038506122

E mike@pinkert.com

**Round-trip
Hawker 800**

Quote Number: 656481 **Date Quoted:** 11 Sep 2025

Departure: December 27, 2025



| Departure | Arrival | Pax | Flight Time |
|---|--|-----|------------------|
| <ul style="list-style-type: none"> ▶ Fort Lauderdale Executive Airport (FXE) December 27, 2025 - 09:00 AM | Licenciado Gustavo Díaz Ordaz International Airport (MMPR) December 27, 2025 - 12:10 PM | 6 | 4hr 10min |
| <ul style="list-style-type: none"> ▶ Licenciado Gustavo Díaz Ordaz International Airport (MMPR) January 3, 2026 - 09:00 AM | Fort Lauderdale Executive Airport (FXE) January 3, 2026 - 01:58 PM | 6 | 3hr 58min |

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



| Quote Details | |
|----------------|--------------------|
| Flight Charges | \$49,910.00 |
| Segment Fee | \$62.40 |
| | |
| | |
| Total | \$49,972.40 |

**EXHIBIT
A**



Terms & Conditions

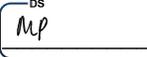
These Terms & Conditions are attached to the price quotation on the preceding page. Together, the price quotation and the Terms & Conditions constitute the "Agreement" between the customer identified on the preceding page ("Client") and JetCharter.com ("JC").

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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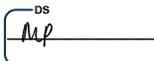
15) SAFETY OF OPERATION: Client hereby acknowledges and agrees that the Charter Operator(s) and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of flights. Client shall indemnify and hold JC, and 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

Michael Pinkert

Printed Name

DocuSigned by:
Michael Pinkert

Signature

9/11/2025

Date

NOT A CERTIFIED COPY