

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

CASE NO.: 2:25-cv-00524-SPC-NPM

MICHAEL NIX,

PLAINTIFF,

vs.

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

Defendants.

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**AMENDED COMPLAINT**

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

1. Mr. Nix is, and at all times material hereto was, a citizen of the State of Texas.

2. CFG is a Florida corporation whose principal place of business is located in Naples, Florida.

3. 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.

*Amended Complaint*  
*Case No.: 2:25-cv-00524-SPC-NPM*  
*Page 2 of 5*

1332 because complete diversity of citizenship exists between Mr. Nix and the Defendants and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

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

7. Personal jurisdiction over Defendants and venue is proper in this Court because the subject dispute arose in this district.

**COUNT I – BREACH OF CONTRACT AGAINST CFG**

8. On November 15, 2024, Mr. Nix and CFG entered into a written agreement whereby in exchange for a payment from Mr. Nix to CFG in the amount of Seventy-seven Thousand Seven Hundred Eighty One Dollars and Forty Cents(\$US77,781.40)(the “Charter Price”), CFG agreed to arrange a charter flight from Lubbock Preston Smith International Airport in Lubbock, Texas to Raleigh Durham International Airport in Raleigh Durham, North Carolina that was scheduled to take place on December 12, 2024, and for a return charter flight back to Lubbock on December 15, 2024 (collectively, the “Charter Flights”). A copy of said agreement is attached hereto as Exhibit A (the “Agreement”).

9. Mr. Nix timely paid CFG the Charter Price for the Charter Flights.

10. Through no fault of Mr. Nix, CFG failed to provide the Charter

*Amended Complaint*  
*Case No.: 2:25-cv-00524-SPC-NPM*  
*Page 3 of 5*

Flights.

11. Pursuant to the terms of the Agreement, having failed to provide the Charter Flights, CFG was obligated to return the Charter Price to Mr. Nix.

12. In breach of the Agreement, CFG has refused to return the Charter Price to Mr. Nix.

13. As a result of CFG's breach of the Agreement, Mr. Nix 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.

14. Pursuant Section 20 of the Terms and Conditions of the Agreement, Mr. Nix 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.

15. Mr. Nix 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.

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

WHEREFORE, the PLAINTIFF, MICHAEL NIX, 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 \$US77,781.40, pre-and post-judgment interest, expenses, attorney's fees, court costs, and any and all such further relief as this Court deems

*Amended Complaint*  
*Case No.: 2:25-cv-00524-SPC-NPM*  
*Page 4 of 5*

just and proper.

**COUNT II – CIVIL THEFT (against both Defendants)**

17. Mr. Nix adopts and incorporates the allegations in Paragraph Nos.1 through 10, as if fully set forth herein.

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

19. Upon information and belief, as specifically required by the applicable federal regulations set forth at 14 C.F.R. §380.34(b), CFG deposited the Charter Price in a separate and segregated escrow account.

20. Thereafter, Mr. Nix made written demand to Mr. Brown, who controlled CFG and the segregated escrow account, to return the Charter Price to Plaintiff following CFG's failure<sup>33</sup> to provide the Charter Flights.

21. Despite written demand from Mr. Nix, CFG and Brown, with felonious intent, have jointly and severally refused to remit the Charter Price to Mr. Nix and have diverted the Charter Price for themselves.

22. As a direct result of the aforementioned actions of Defendants, Mr. Nix has been damaged.

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

*Amended Complaint*  
*Case No.: 2:25-cv-00524-SPC-NPM*  
*Page 5 of 5*

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

WHEREFORE, the Plaintiff, MICHAEL NIX, 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 \$233,344.20, 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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By: /s/ Maurice J. Baumgarten  
Maurice J. Baumgarten  
Florida Bar No. 525324