

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PRIVATE JET SERVICES GROUP, LLC

Plaintiffs

V.

Civil Case. No. 7:25-cv-04820

COUNTY OF WESTCHESTER, NEW YORK, a charter county, and APRIL GASPARRI, in her official capacity as Executive Director of Aviation, Westchester County Airport;

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
FOR DAMAGES**

Defendants

DEMAND FOR JURY TRIAL

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF; AND DAMAGES

Plaintiff, Private Jet Services Group, LLC (“PJS”), by and through its undersigned counsel, allege the following against Defendants County of Westchester, New York (“County”); and April Gasparri, in her official capacity as Executive Director of Aviation of Westchester County Airport (“HPN”) (collectively, the “Defendants”).

INTRODUCTION

1. This action arises from the unlawful and discriminatory denial of charter flight access at Westchester County Airport (“HPN”) to Plaintiff Private Jet Services Group, LLC (“PJS”), as broker for the Yellowstone Mountain Club (“YMC”), for flights operated by New Pacific Airlines (“NPA”), as using FAA-certificated Boeing 757-200 aircraft.

2. Despite prior approvals and successful operations of such flights at HPN, airport officials have continued to arbitrarily and deliberately deny PJS and NPA access, while simultaneously allowing identical operations by Delta Air Lines (“Delta”) on behalf of the New York Knicks and New York Rangers.

3. The only apparent distinction between previously approved operations and those denied in December 2024 is the identity of the charter client—raising concerns of viewpoint or status-based discrimination by government officials overseeing a publicly funded airport.

4. In its role as agent for YMC, and as principal on its contract with NPA, PJS has been directly damaged as a result of Defendant’s discriminatory conduct. Lacking approval for NPA to use HPN for the YMC charter program, YMC has cancelled the remainder of its contract with PJS.

5. PJS seeks declaratory and injunctive relief preventing further discriminatory denials of access to HPN, compensatory damages for harm incurred, and other such relief as the Court deems just and proper.

PARTIES

6. PJS is a limited liability company organized under the laws of Florida with its principal place of business in Miami Beach, FL. As an “indirect air carrier,” it arranges Part 121 charter air service on behalf of various clients, including YMC, with aircraft operated by New Pacific Airlines.

7. Defendant County of Westchester, New York (“County”), is a municipal corporation located in the state of New York, with capacity to sue and be sued. The County is the owner of HPN. HPN, a division of the County, is a commercial and general public-use airport located at 240 Airport Road, White Plains, New York, within the Southern District of New York.

The Airport is the only commercial service airport in the County and the primary provider of general aviation services and facilities in the County. The acceptance and receipt of federal grant money obligates the County to comply with statutorily enumerated obligations, known as Grant Assurances, which require the County to operate in a reasonable, nondiscriminatory, and financially self-sustaining manner.

8. The County operates and maintains the Airport as a governmental function for the primary purpose of providing air transportation to the public. The County is a person within the meaning of 42 U.S.C. § 1983.

9. Defendant April Gasparri (“Ms. Gasparri”), is named in her official capacity as the Executive Director of Aviation of HPN. At all times relevant to this Complaint, Ms. Gasparri was and is an agent and employee of the County, responsible for developing airport policies and administering all activities associated with the operation of a medium hub commercial airport. Ms. Gasparri reports to the County and is responsible for carrying out policies, procedures, and duties regarding HPN. Ms. Gasparri is a person within the meaning of 42 U.S.C. § 1983 and acts under color of state law as to the allegations in this Complaint. Ms. Gasparri’s official residence is at HPN, which is located in Westchester County, New York, within the Southern District of New York.

JURISDICTION & VENUE

10. This Court has original jurisdiction over the subject matter of this action pursuant to (1) 28 U.S.C. §§ 1331 and 1343 because the matters in controversy arise under laws of the United States; (2) because this suit seeks redress for the deprivation, under color of state law, for rights secured by the United States Constitution; and (3) this Court’s inherent jurisdiction to grant equitable relief for violations of the United States Constitution and the laws of the United States.

11. The Court also has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because the parties are citizens of multiple states, and the amount of money in controversy exceeds \$75,000.

12. This Court has personal jurisdiction over Defendants because they are domiciled in, reside in, or are a county located in New York and because their denial of Plaintiffs' rights under the United States Constitution and the laws of the United States occurred within New York. The injuries caused by each Defendant thus occurred in New York.

13. This Court has authority to enter a declaratory judgment and to provide preliminary and permanent injunctive relief pursuant to Rules 57 and 65 of the Federal Rules of Civil Procedure and 28 U.S.C. §§ 2201 and 2202.

14. This Court also has authority to enter injunctive relief for Defendants' violation of federal law and the United States Constitution pursuant to 28 U.S.C. § 1331 under *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85 (1983), *Verizon Md., Inc. v. Public Serv. Comm'n of Md.*, 535 U.S. 635 (2002), *Friends of E. Hampton Airport, Inc. v. Town of E. Hampton*, 841 F.3d 133, 143 (2d. Cir. 2016), certiorari denied by 137 S. Ct. 2295 (2017), *Jetstream Aero Services v. New Hanover Co.*, 672 F. Supp. 879 (E.D.N.C. 1987, and equity jurisdiction authorized by *Ex Parte Young*, 209 U.S. 123 (1908), and its progeny.

15. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1)-(2) because the Defendants reside and/or perform their official duties in this district and a substantial part of the events giving rise to the claims occurred in this district.

FACTS

16. During summer 2024, YMC contracted with PJS to provide limited, seasonal charter flights between HPN and Bozeman, Montana, for members of YMC. PJS then contracted

with NPA to operate these flights on PJS's behalf, using NPA's B757-200 aircraft configured for seventy-eight (78) VIP passengers. The purpose of the flights is to provide a direct air link between the members' residences in the New York area and the club itself, near Big Sky, Montana. HPN has a long history of permitting YMC-related charters using large aircraft, including B737, A319, A320, and B757 aircraft. Some of these aircraft, like the B757-200, are over 120,000 pounds Maximum Gross Take Off Weight ("MGTOW"), and thus under the Airport's rules, required special Prior Permission Request ("PPR"), which were always approved.

17. In August 2024, PJS representatives visited HPN to view the operational flow and requirements needed for the B757-200 at the designated pad at HPN, operated by Atlantic Aviation. Following this visit and validation of safe, secure, and capable operations for the aircraft and the needs of the YMC member-passengers, NPA approached HPN officials, via email, to ensure support and alignment for the continuation of Yellowstone Club charters at HPN.

18. On August 29, 2024, Ms. Gasparri responded via email indicating that following a phone call with HPN's FBO, Atlantic Aviation, HPN found the charters to be "acceptable under our operating parameters," but only if the charters were on other narrow-body aircraft types such as the B737-800 or A320. Permission for use of the B757 was implicitly denied.

19. Both of these other aircraft types are also over the 120,000-pound MGTOW, thus requiring a PPR; both are also single aisle narrow-body aircraft, and both are frequently operated with higher and denser LOPA (seating capacity) than the VIP LOPA 757-200s operated by NPA.

20. PJS responded to this denial by noting that B757-200 charters were being operated at high frequency by Delta under the exact same parameters. To PJS's knowledge and understanding, Delta has operated at least thirty-five (35) B757-200 charter flights at HPN during

2024 on behalf of the New York Knicks and New York Rangers, and continues to do so without objection from HPN.

21. On December 3, 2024, NPA sent an email letter to Ms. Gasparri, outlining the discriminatory behavior of HPN and requesting that it revisit its denial of NPA's use of the B757-200s to charter YMC.

22. After reviewing the email letter, Ms. Gasparri reversed course on December 18, 2024, and approved the use of the B757-200s for the charter season, with the exception of flights on January 5, January 6, March 16, and March 17, 2025, citing HPN's new "operational policy of no more than one B757-200 on the ground at any given time."

23. Due to Delta's already scheduled operations of sports charters on these days, HPN denied NPA's PPR. No explanation of when this new policy came to be, or how or when it was adopted, was given, nor was a written copy of it provided.

24. The first flight of YMC's charter season on December 21, 2024, was able to operate safely from HPN. However, the second flight for December 26, 2024, had to be rerouted to LaGuardia Airport since the return flight on January 6, 2025, was denied, and returning passengers cannot be returned to a different airport.

25. Given all of HPN's denials during the 2024–25 charter season, and subsequent lack of conversations by HPN to resolve the issue moving forward, YMC proceeded to cancel its contract with PJS for the 2025–26 charter season and beyond, for the reason that it is critical for YMC's members to be able to fly in and out of HPN. Without assurance that NPA's aircraft could be operated on the desired dates at HPN, YMC had to cancel the contract.

26. The only purported basis for the denials that has ever been given is a vague reference to limiting operations over 120,000 pounds, and restricting operations over 180,000

pounds to one per day in order to preserve runway life. HPN officials have not provided a copy of a written policy to this effect (if, indeed, one exists), nor is PJS aware of any public notice or other process for adopting the policy, as required by FAA regulations. Indeed, no factual or safety-based justification has been provided for the discrimination against NPA's use of the B757-200 aircraft, which uses the same parking pads, taxiways, and procedures as the aircraft operated by Delta. The only discernable difference is the identity of the charter customer—YMC—rendering the denial arbitrary and discriminatory.

27. The denial of NPA's request while approving virtually identical operations by Delta constitutes unjust discrimination and an unlawful exclusive right in violation of the Equal Protection Clause of the Fourteenth Amendment. Denying certain NPA flights on the basis that Delta 757 flights are scheduled to operate into HPN that day does not appear to be grounded in any enforceable HPN operational restriction.

28. Federally funded airports are not at liberty to adopt ad hoc rules that restrict operation of aircraft. Restrictions on aircraft operations in the exercise of the airport's proprietary powers is permissible only to the extent that the restrictions are "reasonable," "not unjustly discriminatory," and "necessary for the safe and efficient operation of the airport." FAA regulations—specifically, 14 C.F.R. Part 161—require that airports that desire to restrict operations by type of aircraft or hours of operation go through a public process, including notice to stakeholders and opportunity to comment, a discussion of the specific need for the restriction, and thorough analysis demonstrating, *inter alia*, that the condition is "reasonable, non-arbitrary and nondiscriminatory," and there has been adequate opportunity for public comment. *See* 14 CFR §§ 161.303, .305, and .307.

29. As a recipient of more than eighty-four million dollars (\$84,00,000) in FAA Airport Improvement Program funds over the past ten (10) years, Westchester County is subject to the nondiscrimination and non-exclusivity provisions of 49 U.S.C. § 47107 and related FAA grant assurances, including 14 C.F.R Part 161.

30. These include the obligation that: (a) the airport be available for public use without unjust discrimination; and (b) no exclusive rights be granted to any party for use of the airport.

31. Apart from the defects in the origin of HPN's alleged new policy, it also is being discriminatorily applied to PJS and NPA. Upon information and belief, Delta is not bound by the same policy. On January 5, 2025 (the same day PJS/NPA was denied under the new "policy" to operate its 757-200), Delta landed two B757 aircraft for scheduled charters—N649DL at 1:03 local time and N654DL at 10:26pm local time.

32. PJS and NPA have made repeated efforts to resolve this matter informally, including correspondence and discussions with HPN personnel, without success.

FIRST CAUSE OF ACTION FOR DECLARATORY AND INJUNCTIVE RELIEF

Deprivation of Equal Protection – U.S. Const. Amend. XIV and 42 U.S.C. § 1983 (Against all Defendants)

33. Plaintiff repeats and realleges the foregoing paragraphs as though fully set forth herein.

34. The Equal Protection Clause of the Fourteenth Amendment, enforceable pursuant to 42 U.S.C. § 1983, provides that no state shall "deny to any person within its jurisdiction the equal protection of the laws." U.S. Const. amend. XIV, § 1.

35. Defendant Ms. Gasparri is a “person” within the meaning of 42 U.S.C. § 1983 and acting under color of state law as to the allegations in this Complaint, including the following deprivation of Plaintiffs’ equal protection rights.

36. Defendant County is a “person” within the meaning of 42 U.S.C. § 1983 and acting under color of state law as to the allegations in this Complaint, including the following deprivation of Plaintiffs’ equal protection rights. The County has allegedly adopted and enforced a policy, ordinance, regulation and/or decision that violates the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution.

37. Defendants’ adoption of this policy and unequal enforcement thereof is for the sole purpose of singling out Plaintiffs for discriminatory treatment in violation of the Equal Protection Clause.

38. Defendants do not prohibit the operations of other similarly situated carriers.

39. Defendants targeted Plaintiffs and NPA and treated Plaintiffs differently from other operators operating out of FBOs at HPN.

40. Plaintiffs’ operations involve similar (if not identical) aircraft to those who are permitted to continue operating at FBOs—namely, Delta. These aircraft also have almost identical seating capacity, a similar noise profile, and both exceed the 120,000-pound weight limit, and on information and belief, exceed, at least on some operations, the 180,000-pound limit.

41. Defendants have no legitimate justification or rational basis for instituting this policy other than to discriminate against Plaintiffs and prohibit them from operating at HPN.

42. Defendants’ above-described conduct is not rationally related to any legitimate state interest. Rather, Defendants acted irrationally and arbitrarily with the sole intent of discriminating against Plaintiffs and preventing them from operating at HPN.

43. Defendants' unconstitutional and discriminatory conduct has harmed, and will continue to harm, Plaintiffs irreparably by causing a substantial loss of business and damaging Plaintiff's' business reputation and goodwill.

44. Plaintiffs were irreparably harmed by Defendants' unconstitutional and discriminatory conduct because their constitutional rights have been infringed.

45. As a result of Defendants' unconstitutional conduct, Plaintiffs seek a declaratory judgment declaring that Defendants' actions are unconstitutional, and that Defendants are not permitted to prohibit Plaintiffs from operating at HPN.

46. As a result of Defendants' unconstitutional conduct, Plaintiffs seek both preliminary and permanent injunctive relief prohibiting Defendants from banning Plaintiffs from operating at HPN.

47. Plaintiffs also seek attorneys' fees as permitted by 42 U.S.C. § 1988.

SECOND CAUSE OF ACTION FOR DAMAGES

48. Plaintiff repeats and realleges the foregoing paragraphs 1 through 47 as though fully set forth herein.

49. As a direct result of Defendants actions, YMC canceled the remaining four (4) years of its contract with Plaintiffs, resulting in a loss of at least \$4.8 million in revenue over the next four (4) years.

50. Also as a direct result of Defendants discriminatory conduct, Plaintiffs are foreclosed from future revenues because of its inability to market to clients that it can fly into HPN on large VIP aircraft such as the B757-200s.

51. Plaintiffs have also incurred reputational harm and lost other business opportunities, all of which have further contributed to Plaintiffs' financial losses.

52. As a result, Plaintiffs seek compensatory damages in an amount to determined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter an order and judgment:

1. Declaring that Defendants' denial of Plaintiff's PPR requests were unlawful and discriminatory;
2. Enjoining Defendants from denying NPA and Plaintiffs access to HPN for its B757-200 aircraft charter flights, subject to standard operating requirements;
3. Compensatory damages for Plaintiffs' lost business;
4. Other damages, including nominal damages, for the completed and on-going violations of law and tortious interference claims;
5. Award Plaintiffs reasonable attorneys' fees and costs of suit to the extent permitted by law; and
6. Grant such other and further relief as this Court deems just and proper.

JURY DEMAND

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

Respectfully Submitted,

Dated: June 6, 2025

/s/ Hannah J. Blonshteyn

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