

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

ENRIQUE SILVA,

Plaintiff,

CIVIL DIVISION

CASE NO.: 2018-8741-CA-01

vs.

JOAO OSORIO, Individually and
GPS GLOBAL PILOT SCHOOL, INC.

AMENDED COMPLAINT

Defendants.

COMES NOW Plaintiff, **ENRIQUE SILVA**, (hereinafter referred to as "SILVA") by and through his undersigned attorney, and hereby sues Defendants GPS GLOBAL PILOT SCHOOL, INC., hereinafter referred to as "GPS", and JOAO OSORIO, hereinafter referred to as "OSORIO," and files his complaint as follows:

1. This is an action for damages that exceeds \$15,000.00, exclusive of prejudgment interest, court costs and reasonable attorneys fees.
2. Plaintiff is an individual over the age of 18, sui juris, and a resident of Miami-Dade County, Florida.
3. Defendant, GPS, is a Florida Corporation, which has its principal place of business in Miami-Dade County, Florida.
4. Defendant JOAO OSORIO is an individual, over the age of 18 years, and is sui juris.
5. Plaintiff has retained the undersigned counsel to represent him in the above-entitled action and has agreed to pay reasonable attorney's fees.
6. The contract was entered into in Miami Dade County, services were to be provided in Miami Dade County and payment on the debt was due at Defendants' office in Miami, Miami-Dade County, Florida.
7. All conditions precedent to the institution of this action have occurred or have been waived.

COUNT I
CONTRACT

Plaintiff realleges and incorporates herein paragraphs one through seven by reference.

8. Plaintiff contracted with Defendants for flying services, both rental of planes and flying instructions and ground instruction.

9. Plaintiff gave Defendants a deposit of \$35,000.00.

10. Plaintiff was able to use very little of the flying time and instruction and was unable to continue with his flying training because the Defendants did not have planes and/or instructors.

11. Plaintiff then requested a refund and Defendant refused.

12. Plaintiff sent Defendants written demand for refund pursuant to statutes and Defendants have refused.

WHEREFORE, Plaintiff demands a judgment against Defendants for damages in the amount of damages of \$35,000.00, plus attorney's fees and costs and together with interest, all costs incurred, attorney's fees, and any such other relief this Court deems just and proper.

COUNT II
UNJUST ENRICHMENT

Plaintiff realleges and incorporates herein paragraphs one through Seven by reference.

13. Due to the above facts and circumstances occurring between the parties, Defendants have been unjustly enriched at the detriment and expense of the Plaintiff in the amount of \$35,000.00.

14. Plaintiff has demanded payment from Defendants and Defendants have refused to pay.

WHEREFORE, Plaintiff demands a judgment against Defendants for damages in the amount of **\$35,000.00**, together with interest, all costs incurred, attorney's fees and any such other relief this Court deems just and proper.

COUNT III
UNFAIR AND DECEPTIVE TRADE PRACTICES

15. Plaintiff realleges and incorporates herein paragraphs one through Seven by reference.

16. Defendants hold themselves to be a flight school that was a reliable source of flying instructions, plane rentals and ground instruction.

17. Defendants in fact were not able to function as a flight school because Defendants were not able to provide airplanes to students to take flying lessons. Defendants also were not able to provide flying instructions to students nor were they able provide ground instructions to students.

18. Defendants misled students into believing that Defendants could provide them with flying instruction, airplanes and ground instruction.

19. Defendants took Plaintiffs money, along with numerous other students, while Defendants knew they could not provide the services they collected money to perform.

WHEREFORE, Plaintiff demands a judgment against Defendants for damages in the amount of **\$35,000.00**, together with interest, all costs incurred, attorney's fees and any such other relief this Court deems just and proper.

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