

IN THE COUNTY COURT IN AND FOR THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

JOHN JEAN,
Plaintiff,

v.

Case Number:

GPS GLOBAL PILOT SCHOOL, INC.,
Defendant(s).

_____ /

COMPLAINT

COMES NOW, Plaintiff, **JOHN JEAN** (hereinafter referred to as "Plaintiff"), by and through the undersigned counsel, and sues Defendant, **GPS GLOBAL PILOT SCHOOL, INC.**, (hereinafter referred to as "GPS") and states as follows:

JURISDICTION AND VENUE

1. This is an action for damages that does not exceed \$30,000.00 exclusive of costs and attorney's fees, and is within the jurisdiction limits of this Court.
2. The Plaintiff, **JOHN JEAN**, is a resident of Miami-Dade, Florida, who is over the age of 18 and *sui juris* in all respects.
3. The Defendant, **GPS GLOBAL PILOT SCHOOL, INC.**, is and was, and at all times mentioned in this Complaint, a Florida Corporation doing business in Miami-Dade County, Florida.
4. All conditions precedent to the filing of this action have occurred, are deemed waived, excused, or are otherwise satisfied.
5. Venue is proper in Miami-Dade County, Florida, because the transaction at issue between the parties occurred in Miami-Dade County, Florida.

6. The Plaintiff has hired the Law Office of Ray Garcia, P.A., and is required to pay its' attorney's fees and costs in conjunction with this proceeding.

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

7. This is an action for Unjust Enrichment, Violation of Florida's Deceptive and Unfair Trade Practices Act and Fraudulent Misrepresentation.

8. The Plaintiff entered into an agreement with Defendant for the accommodation and use of a Dual Flight-Cessna 172 ("Cessna 172") on or about October 30, 2021.

9. The Plaintiff paid approximately \$14,240.00 for the use and related fees of the Cessna 172.

10. The Plaintiff was led to believe payment was made in exchange for the rental of Cessna 172 as provided on the Estimate attached hereto as **Exhibit "1"**.

11. The Plaintiff was instead provided an inferior plane of poor quality and in a poor condition that was dangerous for Plaintiff's use.

12. The Plaintiff was informed this act was done intentionally by the Defendant as the Cessna 172 was in fact being repaired and Defendant was in need of the funds to pay for said repairs for the Cessna 172.

COUNT I - BREACH OF CONTRACT

13. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 12 as if fully set forth herein.

14. The Defendant, **GPS GLOBAL PILOT SCHOOL, INC.**, has breached their agreement with Plaintiff by failing to provide Plaintiff a Dual Flight-Cessna 172 ("Cessna 172").

15. The Defendant, **GPS GLOBAL PILOT SCHOOL, INC.**, has failed to refund the Plaintiff \$14,240.00 for the use and related fees of the Cessna 172.
16. The Plaintiff is entitled to a refund based on Defendant, **GPS GLOBAL PILOT SCHOOL, INC.**, failure to provide the use of the Cessna 172.
17. As a result of the Defendants, **GPS GLOBAL PILOT SCHOOL, INC.**, breach of contract, the Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands general, special, consequential and incidental damages, attorney's fees and costs, as deemed appropriate and reasonable by the Court, and such other relief this Court deems just and property.

COUNT II – UNJUST ENRICHMENT

18. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 12 as if fully set forth herein, excluding paragraph 8.
19. If Plaintiff does not prevail on his legal remedies such as the claim for breach of contract, Plaintiff lacks an adequate remedy at law.
20. The Plaintiff conferred benefits on the Defendant in the amount of \$14,240.00; Defendant accepted, retained and has knowledge of those benefits.
21. The Plaintiff provided money to the Defendant and the Defendant accepted and retained the conferred benefits.
22. The Plaintiff suffered damages as a result based on Defendant's failure to provide use of the Cessna 172, and under the circumstances it would be inequitable for the Defendant to retain the benefits of Plaintiff's monies in the amount of \$14,240.00 without providing the use of the Cessna 172.

WHEREFORE, Plaintiff demands general, special, consequential and incidental damages, attorney's fees and costs, as deemed appropriate and reasonable by the Court, and such other relief this Court deems just and proper.

COUNT III – VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FLA. §501.201)

23. The Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 12 as if fully set forth herein.

24. Section 501.204(1), Florida Statutes, declares that unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

25. The Defendant has committed the following acts or practices that are unfair, deceptive, or unconscionable in willful violation of Chapter 501, Part II, Florida Statutes:

- a. Falsely promising to rent a Cessna 172;
- b. Intending to defraud Plaintiff by representing the rental of the Cessna 172, when in actuality the Cessna 172 was unavailable for use, but rather an inferior plan.
- c. Failing to return Plaintiff's monies based on the inability to provide Plaintiff with the Cessna 172.

COUNT IV – FRAUDULENT MISREPRESENTATION

26. Plaintiff readopts and incorporates the allegations set forth above in paragraphs 1 through 12, excluding paragraph 8, as if fully set forth herein.

27. The Defendant made material misrepresentations to the Plaintiff regarding the availability to rent the Cessna 172.

28. That at the time the Defendant made the misrepresentations regarding availability of the Cessna 172 the Defendant, knew or should have known that the representations were false as the Cessna 172 was unavailable due to ongoing repairs.

29. The Plaintiff reasonably and justifiably relied upon the Defendant's representations as to the availability and usage of the Cessna 172.

30. That as a result of the Plaintiff's reliance upon the Defendant's representations, the Plaintiff has been damaged.

31. That the Plaintiff reserves the right to seek leave to amend this Complaint for punitive damages.

WHEREFORE, Plaintiff demands general, special, consequential and incidental damages, attorney's fees and costs, as deemed appropriate and reasonable the Court, and such other relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff further demands a jury trial of all issues so triable.

Respectfully submitted,
Law Office of Ray Garcia, P.A.
14850 SW 26 Street, Suite 204
Miami, Florida 33185
Telephone: (305) 227-4030
Facsimile: (305) 223-9811
Service Email: service@raygarcialaw.com
By: /s/ Nataline Garcia, Esq.
Attorney for Plaintiff
Ray Garcia, Esq.
Fla. Bar No. 0115850
Nataline Garcia, Esq.
Fla. Bar No. 1007959

EXHIBIT "1"

14299 SW 127th St Suite 102
 Miami, FL 33186
 info@flywithgps.com
 HTTP://WWW.FLYWITHGPS.COM



Estimate

ADDRESS
 John Jean

ESTIMATE # 2435
 DATE 10/30/2021

DATE	ACTIVITY	HOURS	RATE	AMOUNT
10/30/2021	Dual Flight-Cessna 172 N172LN check out flight	0.60	150.00	90.00
10/30/2021	Accommodation Per Month Shared Time Building 172LN	1 300	650.00 45.00	650.00 13,500.00

TOTAL **\$14,240.00**

Accepted By

Accepted Date