

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.:

PAUL K. SANCHEZ,

Plaintiff,

vs.

POMPANO SENIOR SQAUDRON
FLYING CLUB, INC., d/b/a POMPANO
BEACH FLYING CLUB,

Defendant.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, **PAUL K. SANCHEZ, (“SANCHEZ”)** by and through his undersigned counsel and hereby sues the Defendant as follows:

1. That this is a cause of action where damages exceed \$30,000.00 exclusive of Interest and costs.
2. That Plaintiff **PAUL K. SANCHEZ, (“SANCHEZ”)** is a resident of Palm Beach County, Florida, over the age of 18, and otherwise Sui Juris.
3. That Defendant **POMPANO SENIOR SQAUDRON FLYING CLUB, INC., d/b/a POMPANO BEACH FLYING CLUB, (“FLYING CLUB”)** is a Florida corporation with its principal place of business located in Broward County, Florida.
4. That at all material times concerned herewith, all events, circumstances, and breaches leading up to the filing of this Complaint occurred in Broward County, Florida.
5. That all conditions precedent in the filing of this Complaint have occurred, been waived, or have been performed.

COUNT I
BREACH OF ORAL CONTRACTS

6. That Plaintiff realleges and reasserts Paragraphs 1 - 5 as though fully set forth herein.

7. That Defendant is a private aviation club for pilots. The Mission Statement for the **FLYING CLUB** is to provide its members with the use of “well maintained, well equipped” airplanes at the lowest possible rental fees.

8. That Plaintiff has been a member of the **FLYING CLUB** since the year 2007.

9. That commencing in April, 2017, and due to financial hardship within the **FLYING CLUB** coffers, Plaintiff verbally agreed to lend the **FLYING CLUB** monies to purchase an airplane and to lend the **FLYING CLUB** additional monies to maintain the airplanes in the **FLYING CLUB'S** fleet.

10. That in particular, the Plaintiff loaned the **FLYING CLUB** the following monies, which were to be repaid in monthly installments during a period of five (5) years.

- A. On April 4, 2017, Plaintiff lent Defendant, **FLYING CLUB** \$45,000.00. \$36,000.00 of which went to fund the purchase of a 1976 Cherokee Single Engine Airplane, bearing Tail Number N8633e and the balance of \$7,000.00 funded associated costs and expenses associated to relocate the said Cherokee to Pompano Beach, Florida. The Defendant agreed to repay the loan within five years payable at a monthly installment of \$956.12.
- B. On December 1, 2017, Plaintiff lent Defendant **FLYING CLUB** \$2,400.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$50.99.
- C. On December 4, 2017, Plaintiff lent Defendant **FLYING CLUB** \$2,400.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$50.99.

- D. On December 8, 2017, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- E. On December 18, 2017, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- F. On December 20, 2017, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- G. On May 23, 2018, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Cherokee N8633e. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- H. On August 20, 2018, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Warrior N7696F. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- I. On August 21, 2018, Plaintiff lent Defendant **FLYING CLUB** \$2,500.00 for the maintenance costs associated with Warrior N7696F. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$53.12.
- J. On April 15, 2019, Plaintiff lent Defendant **FLYING CLUB** \$5,000.00 for engine repair costs associated with Archer 47LA. The Defendant agreed to repay this loan within five (5) years payable at a monthly installment of \$106.24.

11. That at the inception of each loan, the parties verbally agreed that each loan would carry an interest rate of 10% per annum compounded.

12. That Defendant **FLYING CLUB** breached the terms of the oral contracts by failing to pay any of the installments due on any of the above-referenced loans.

13. That by virtue of Defendant **FLYING CLUB'S** breach, Plaintiff has suffered damages in the amount of \$69,800.00.

WHEREFORE, Plaintiff demands Judgment against Defendant **FLYING CLUB** for \$69,800.00 plus prejudgment interest, costs and any additional relief that the Court may deem just and reasonable.

COUNT II
UNJUST ENRICHMENT

14. Plaintiff realleges and reasserts Paragraphs 1-5 as though fully set forth herein.

15. That Plaintiff has conferred a financial benefit on the Defendant **FLYING CLUB** when he loaned the Defendant \$69,800.00.

16. That Defendant **FLYING CLUB** has knowledge of the financial benefit bestowed upon it.

17. That Defendant **FLYING CLUB** has accepted and/or retained the financial benefit conferred upon it by the Plaintiff.

18. That the circumstances are such that it would be inequitable for the Defendant **FLYING CLUB** to retain the financial benefit conferred upon it by the Plaintiff without repaying the loans made.

WHEREFORE, Plaintiff demands Judgment against Defendant **FLYING CLUB** for damages in the amount of \$69,800.00 prejudgment interest, costs and any additional relief that the Court may deem just and reasonable.

COUNT III
MONEY LENT

19. That Plaintiff realleges and reasserts Paragraphs 1-5 as though fully set forth herein.

20. That the Plaintiff lent the Defendant **FLYING CLUB** \$69,800.00 in varying amounts from April 4, 2017 through April 15, 2019. The money lent was intended as a loan and the loan has not been repaid.

21. That Defendant **FLYING CLUB** owes Plaintiff the amount of \$69,800.00 with interest from the date of each default for monies lent by Plaintiff to the Defendant **FLYING CLUB**.

WHEREFORE, Plaintiff demands Judgment against Defendant **FLYING CLUB** for \$69,800.00 plus prejudgment interest, costs and any additional relief that the Court may deem just and reasonable.

Respectfully submitted,

By: Robert J. Puzio
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