

**IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

Southern Airways Corporation,

Plaintiff,

Case No. _____

vs.

Benjamin Ryan,

Defendant.

_____ /

COMPLAINT

Plaintiff Southern Airways Corporation (“Southern”), via undersigned counsel, hereby sues Defendant Benjamin Ryan (“Defendant”), for breach of contract and unjust enrichment, and alleges the following:

PARTIES

1. Plaintiff Southern is a Delaware corporation with its principal place of business in Palm Beach County, Florida. Southern is the former employer of Defendant, and Southern is the nonbreaching party to the contract and promissory note attached as Exhibit A, which is incorporated by reference herein.

2. Defendant is a resident of Norfolk County, Massachusetts. Defendant is a former employee of Southern, and Defendant is the breaching party to the aforementioned contract and promissory note.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this case because it is an action at law in which the matter in controversy does not exceed \$50,000 (exclusive of interest and costs), pursuant to Section 34.01(1)(c)3, Florida Statutes (2022).

4. This Court has personal jurisdiction over Defendant because Defendant maintains sufficient minimum contacts in Florida, and through Defendant's actions, Defendant has purposefully availed himself of the benefits of Florida.¹ Defendant voluntarily applied for Southern's flight program in Florida. Defendant accepted Southern's employment offer in Florida. Defendant executed Southern's promissory note in Florida.² Defendant received Southern's performance in Florida. Then, in violation of Florida Statutes,³ Defendant failed to perform under the terms of the agreement. Defendant contracted in Florida, accepted the benefits of Florida, and then materially breached his contract.

5. Venue is proper in Palm Beach County, Florida because Defendant executed an unsecured promissory note in Palm Beach County, Florida.⁴

FACTS

6. Plaintiff Southern incorporates and re-alleges paragraphs one through five.

7. Southern is a commuter airline which participates in the United States Department of Transportation's Essential Air Service (EAS). EAS is a federal program enacted to guarantee that small or isolated communities throughout the United States have access to a commercial air service. Through EAS, The United States Department of Transportation subsidizes airlines to

¹ *Carefirst of Maryland, Inc. v. Recovery Vill. at Umatilla, LLC*, 248 So. 3d 135, 138 (Fla. 4th DCA 2018) ("the defendant purposefully avail[ed] itself of the privilege of conducting activities within the forum state").

² Fla. Stat. § 47.061 (2022) ("Actions on . . . promissory notes shall be brought only in the county in which such notes were signed . . .").

³ Fla. Stat. § 48.193(1)(a)7 (2022) ("A person . . . submits himself or herself . . . to the jurisdiction of the courts of this state . . . from any of the following acts: . . . breaching a contract in this state . . .").

⁴ Fla. Stat. § 47.061 (2022).

maintain a minimum level of air service to small and/or rural communities which otherwise would not be sustainable. Southern dedicates approximately one-half of its routes to EAS-eligible communities, and is usually the sole air service provider at each location.

8. In recent years, the airline industry has been plagued by a nationwide pilot shortage.⁵

9. In response, Southern created an incentivized pilot program whereby Southern advances training costs and helps pilots accelerate their careers by attaining training and flight hours needed to advance to larger carriers.

10. In consideration for Southern's advance and its furtherance of pilots' career pathways, pilots agree to "fly and perform duties as a 'Captain/Pilot-in-Command' of [Southern's] aircraft for a period of not less than one year." But for the cadet's promise to fly as "Pilot-in-Command" for the agreed-upon period, Southern would never go to the expense of placing the cadet into the program. (The cost to Southern to fund its cadet program, which is not required by Federal Aviation Administration ("FAA") regulations, is over \$5 million per year.)

11. Pilots voluntarily enter into this agreement by signing an offer letter and executing a promissory note.

12. Southern's program has generally succeeded—excluding cases where cadets breach the agreement and nullify the effectiveness of the program—and there are typically multiple applicants for each opening.

13. On April 9, 2021, Southern gave Defendant a written employment *offer*.⁶

⁵ David Koenig, *Pilot Shortage Puts Pressure on Airline Operations*, AP NEWS, February 9, 2023, <https://apnews.com/article/business-26cf461c3fd83f19ff5a1e7a9479cff6> (last visited August 4, 2023).

⁶ A copy of Defendant's employment offer is attached as Exhibit B and is incorporated by reference herein.

14. On April 11, 2021, Defendant explicitly *accepted* Southern's offer via Defendant's signature in the designated area marked, "I accept the offer to join Southern Airways Corporation under the terms outlined on the document." Underneath, Defendant's signature was dated April 11, 2021, in further compliance with the method of acceptance (i.e. "Please sign this letter and return by April 12, 2021, to indicate your acceptance of this offer").

15. The employment offer detailed sufficient *consideration* between Southern and Defendant.

16. Southern promised Defendant hourly pay (i.e., "\$12/per hour block"); a minimum number of hours (i.e., "57-block hour minimum monthly guarantee"); a predetermined raise (i.e., ... "\$18/per hour block"); benefits (i.e., "paid time off . . . health, dental[,] and vision plans . . . [and] a \$50,000 life insurance policy"); and paid training (i.e., "Ground School") with accommodations (i.e., "single-occupancy hotel accommodations along with the monthly guarantee").

17. In exchange, Defendant promised to execute a \$16,000 promissory note and serve a minimum of twelve months as "Captain/Pilot-in-Command" (i.e., "[i]n exchange for your training, we require a promissory note . . . [t]he value of the note is \$16,000, which ensures against your resignation [or termination for cause] prior to . . . one year of service")

18. On May 10, 2021, in Palm Beach County, Florida, Defendant voluntarily entered into the aforementioned promissory note.⁷

⁷ A copy of Defendant's promissory note is attached as Exhibit A and is incorporated by reference herein.

19. Under the terms of the promissory note, Plaintiff advanced Defendant \$16,000 for “training, travel, check-rides, simulator time, and/or ground school.” In exchange, Defendant promised to “complete all of same and . . . fly and perform duties as a ‘Captain/Pilot-in-Command’ of [Southern’s] aircraft for a period of not less than [twelve] 12 months.”

20. Under the terms of the note, Defendant promised to repay Southern \$16,000 (minus any cumulative reduction amount) if Defendant “voluntarily resign[ed] . . . [was] terminated . . . for cause, or became . . . unable to fulfill his duties and tasks as a Pilot-in-Command prior to the end of the term of this agreement”; whereas the term of the agreement was “twelve months as ‘Pilot-in-Command.’”

21. On July 15, 2022 Defendant was upgraded from his position as First Officer – Caravan, to Captain C208 (i.e., “Pilot-in-Command”).⁸

22. As Pilot-in-Command, Defendant would have fully performed under the contract by July 15, 2023.

23. Nevertheless, Defendant resigned on January 8, 2023 (effective January 22, 2023).⁹

24. Defendant’s resignation constitutes a material breach of his contract with Southern.

25. As such, under the terms of the agreement, Defendant owes Southern \$3,333.33.

COUNT I – BREACH OF CONTRACT
Against Defendant Benjamin Ryan

26. Plaintiff Southern incorporates and realleges paragraphs one through twenty-five.

27. On May 10, 2021, Plaintiff and Defendant entered into a valid, enforceable, and binding contract and/or promissory note.¹⁰

⁸ A copy of Defendant’s upgrade notice is attached as Exhibit C and is incorporated by reference herein.

⁹ A copy of Defendant’s resignation is attached as Exhibit D and is incorporated by reference herein.

¹⁰ A copy of Defendant’s promissory note is attached as Exhibit A and is incorporated by reference herein.

28. Southern gave Defendant full consideration for the contract in the form of a \$16,000 advance for “training, travel, check-rides, simulator time, and/or ground school.”

29. In exchange, Defendant promised to complete “all the above and fly and perform duties as a Captain/Pilot-in-Command of [Southern’s] aircraft for a period of not less than one year.”

30. Southern fulfilled its obligations and satisfied all conditions precedent under the contract. Specifically, Southern gave Defendant a \$16,000 advance, plus specialized training and travel accommodations.

31. On or about January 8, 2023, Defendant materially breached the contract.

32. Specifically, Defendant tendered his resignation on January 8, 2023 (effective January 22, 2023), despite Defendant’s obligation to stay until July 15, 2023.

33. As a direct result of Defendant’s breach, Southern suffered general and consequential damages.

34. The general damages flow directly from and are the natural and probable consequences of Defendant’s breach.

35. The consequential damages were foreseeable and within the contemplation of the parties before and/or at the time the contract was made.

WHEREFORE, Plaintiff Southern Airways Corporation demands judgment against Defendant Benjamin Ryan for 3,333.33; plus case costs (excluding attorney’s fees); interest (at the maximum statutory rate); and any other relief the Court deems just and proper.

COUNT II – UNJUST ENRICHMENT
Against Defendant Benjamin Ryan

36. Plaintiff Southern incorporates and realleges paragraphs one through thirty-five above as if fully set forth herein.

37. Southern alleges *in the alternative* to its breach of contract claim that Southern is entitled to recover under the doctrine of unjust enrichment if the Court determines any of the following:

- (a) a valid and enforceable contract does not exist;
- (b) the existing contract does not cover the subject matter of the dispute between Southern and Defendant;
- (c) Southern performed services that were outside of or over and above those contemplated by the existing contract; or
- (d) the existing contract was/is void.

38. On or about May 10, 2021, Southern began conferring benefits on Defendant.

39. Specifically, Southern conferred specialized training, travel accommodations, hourly pay, insurance, paid time off, and/or accelerated flight experience.

40. Defendant had knowledge of the above benefits.

41. These benefits were detailed in the employment offer and promissory note Defendant signed and accepted on April 11, 2021, and May 10, 2021, respectively. Defendant then accepted and utilized the benefits throughout Defendant's employment with Southern.

42. It is unjust to permit Defendant to retain these benefits without compensating Southern.

43. Defendant used his promise to Southern (i.e., Defendant's promise to fly for Southern until he served as Pilot-in-Command for no less than twelve months) to obtain substantial benefits from Southern (i.e., benefits worth over \$20,000).

WHEREFORE, Plaintiff Southern Airways Corporation, demands judgment against Defendant Benjamin Ryan for \$3,333.33; plus interest (at the maximum statutory rate); and case costs (excluding attorney's fees); and any other relief the Court deems just and proper.

Dated: August 4, 2023

Respectfully submitted,

The Law Office of John Hoover, P.A.

/s/ John M. Hoover, Esq.

THE LAW OFFICE OF JOHN HOOVER

(305) 632-3414

JOHN@JOHNHOOVERLAW.COM

201 Southeast Second Avenue, Penthouse 5, Miami, FL 33131

Attorney for Plaintiff Southern Airways Corporation

EXHIBIT A

NOT A CERTIFIED COPY



(305) 632-3414



JOHN@JOHNHOOVERLAW.COM



201 Southeast Second Avenue. Penthouse 5. Miami, FL 33131



PROMISSORY NOTE

THIS LEGAL CONTRACT is entered into on this the 10 day of May, 2021 in Palm Beach, Florida

For and in consideration of the personal loan advanced by the Company to the undersigned employee, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Benjamin Ryan does hereby promise to pay unto Southern Airways Express, LLC and/or Southern Airways Corporation the sum of \$16,000.00 less any cumulative Reduction Amount under any one (1) of the following terms, conditions, or circumstances, to wit:

- i. The Promisor voluntarily resigns his employment with the Company prior to the end of the term of this agreement; or
- ii. The Promisor is terminated by the Company for cause prior to the end of the term of this agreement; or
- iii. The Promisor becomes, for any reason, unable to fulfill his duties and tasks as a pilot-in-command for the Company, including the necessity of a long-term leave of absence, prior to the end of the term of this agreement.

If none of the above conditions be met during the term of this agreement, then this Promissory note shall become null and void, freeing the Promisor of any financial obligation to the Company.

The Promisor acknowledges that, in return for the afore mentioned \$16,000 advance, expressly to be used, *inter alia*, for his training, travel, check-rides, simulator time, and/or ground school, the Promisor will successfully complete all of same and will fly and perform duties as a "pilot-in-command" of Company aircraft for a period of not less than one year.

The Promisor's Amount Owed will be pro-rated Monthly and will be reduced in equal increments for each month completed "flying the line as second-in-command and pilot-in-command, with such Reduction Amount expressly assumed as a Pilot Training Expense of the Company, and with a zero balance obtained after successfully completing twelve months as "pilot-in-command". To further clarify, the Reduction Amount shall not be considered compensation by the Company to the Promisor.

The term of this note may be amended based upon the amount of time spent as "second-in-command;" however, the value of the advance will not change. Regardless of time spent as "second-in-command," the pilot must serve twelve months as "pilot-in-command" after successfully completing upgrade training.

It is expressly understood by the Promisor that a voluntary resignation from the Company without a minimum two weeks' notice shall be considered an "ineligible for re-hire" designation and shall be so reflected in any future correspondence between the Company and any third party.

This note is entered into voluntarily by the parties on this the 10 day of May, 2021 in Palm Beach, Florida.

BY: [Signature]
Southern Airways Corporation

BY: [Signature]
Promisor

BY: [Signature]
Witness

[Signature]
Printed Name

Benjamin Ryan
Printed Name

[Signature]
Printed Name

EXHIBIT B

NOT A CERTIFIED COPY



(305) 632-3414



JOHN@JOHNHOOVERLAW.COM



201 SOUTHEAST SECOND AVENUE, PENTHOUSE 5, MIAMI, FL 33131



April 9th, 2021

Mr. Benjamin Bradford Ryan
[REDACTED]

Dear Ben,

Congratulations! We are delighted to extend to you a First Officer position. This offer is contingent upon your successful completion of a Criminal History Records Check, PRIA results and a clean drug test, as required by airline industry regulations, along with documented evidence of your eligibility to work in the United States.

This full-time position has a base wage of \$12/per block with a 57-block hour minimum monthly guarantee. Any hours flown over the 57-hour guarantee will be paid at \$12 per block hour. After 6 months with the company, you will receive an increase to \$18/ per block hour, there is a flat per diem rate of \$35 per overnight when away from base once line qualified.

The company's Probation Period is six months from date of hire. It is understood and agreed that the first 90 days of employment shall constitute a probationary period during which period the employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause. This offer does not constitute a binding contract, but instead an offer for at-will employment.

This position reports to the Chief Pilot, Jim Gibson and Director of Operations, Phil Lefevre.

Benefits information for this position:

- You will be compensated bi-monthly, on the 14th and the 28th of each month, via direct deposit, subject to taxes and applicable deductions.
- 6 paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day. Any flight hours on a holiday are eligible for Holiday pay with an additional \$6/per block hour.
- Paid Time Off (PTO) accrues at the rate of one 4-hour credit per each calendar month beginning after completion of the 6-month probationary period. PTO is awarded at the end of each month and may be used at any time after it is accrued.
- Company health, dental and vision plans with an employee contribution and the company paying a portion of the cost. \$50,000 Life insurance policy - premium fully paid by the company.

- Uniform: Epaulets, wings, hat, tie, and jacket (for pilots-based east of California assigned to Essential Air Service routes) are provided. Pilots provide their own white pilot shirts, black pants, and shoes.

You are scheduled for Ground School and Orientation beginning Monday, May 10th, 2021 in Palm Beach, FL. During training, you will receive single-occupancy hotel accommodations along with the monthly guarantee.

In exchange for your training, we require a promissory note that will be provided during Ground School. The value of the note is \$16,000, which ensures against your resignation prior to you flying as "second in command" until eligible for upgrade and then perform duties as "pilot in command" of Company aircraft for a period of not less than 12 months or your termination for cause.

Please sign this letter and return by April 12th, 2021 to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of our company and we look forward to you joining our team.

Sincerely,

Julie Puckhaber
Manager of Corporate Recruiting

I accept the offer to Join Southern Airways Express under the terms outlined on the document.

Signed: 

Name: Brian Ryan

Date: April 12, 2021

EXHIBIT C



(305) 632-3414



JOHN@JOHNHOOVERLAW.COM



201 Southeast Second Avenue, Penthouse 5, Miami, FL 33131

SOUTHERN

PERSONNEL ACTION NOTICE

**EMPLOYEE IDENTITY - MUST BE COMPLETED ON ALL TRANSACTIONS**

EMPLOYEE NAME (LAST, FIRST, MIDDLE) Ryan, Benjamin	LAST FOUR DIGITS OF SSN ____-____-____
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NEW HIRE / RE-HIRE ACTION- ALL FIELDS MUST BE COMPLETED

STREET ADDRESS					
CITY	STATE	ZIP	COUNTY	HOME PHONE	Date of Birth
PERSONAL EMAIL ADDRESS	WORK LOCATION	HOME DEPARTMENT	POSITION TITLE	☐ Full Time ☐ Part Time	# HRS PER WEEK IF P/T
Date Back Ground completed	Date Drug Test Completed	Safetv Sensitive ☐ YES ☐ NO	APPROVED SALARY (per offer) ☐ HRLY ☐ SALARY		
Payroll Cost Center	Effective/Start date	IMMEDIATE SUPERVISOR			

EMPLOYEE TRANSFER / SALARY ACTION- ALL FIELDS MUST BE COMPLETED

JOB REQUISITION NUMBER IF APPLICABLE	CHANGE REASON
CURRENT DEPT	NEW DEPARTMENT
CURRENT LOCATION	NEW LOCATION
CURRENT POSITION FO	NEW POSITION Captain - caravan
CURRENT SALARY \$682.50/pp	NEW SALARY \$1462.50/pp
Date of last evaluation - Must be submitted with PAN	TYPE OF INCREASE CA upgrade
INCR AMOUNT	INCR %
EFFECTIVE DATE 7-15-2022	

TERMINATION

Effective Date	LAST DAY WORKED	ELIGIBLE FOR REHIRE? ☐ Yes ☐ No	REASON FOR SEPARATION
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Required Resignation letter or Management memo attached ☐ Yes ☐ No

Pay through _____ if other than last day worked and provide details in "Remarks" Section of this form.

REMARKS

Min guarantee of 65 hours/mo. Productivity paid at rate
 Holiday pay \$20/hr for CA flown on SAX- designated holiday
 Retro to 7-15-2022. RTL notice sent to HR on 8-5-2022 with 7-15 date

AUTHORIZATION

EXECUTIVE OPERATIONAL VP (SIGNATURE & DATE)	Executive VP,/CEO (SIGNATURE & DATE)
MANAGER (SIGNATURE & DATE)	HR APPROVAL (SIGNATURE & DATE) M.B. Thruber 8-5-2022

EXHIBIT D

NOT A CERTIFIED COPY



(305) 632-3414



JOHN@JOHNHOOVERLAW.COM



201 SOUTHEAST SECOND AVENUE, PENTHOUSE 5, MIAMI, FL 33131

Letter of Resignation

Benjamin Ryan [REDACTED]

Sun 1/8/2023 8:05 PM

To: Michael Abramowicz <michael.abramowicz@mokuleleairlines.com>; Human Resources
<hr@iflysouthern.com>; Eric Lee <e.lee@iflysouthern.com>

Good evening,

This email serves as my letter of resignation, effective at the conclusion of the day, Sunday, January 22nd. I have spoken with my ACP Eric Lee and he is aware that I continue to be available to fly and/or sit reserve if the need arises over the next two weeks.

Thank you for allowing me the opportunity to fly here, and to kick start my career amongst the greatest group of pilots I could have ever hoped for.

With kindest regards,

Ben Ryan

Captain - EWB

A2258

NOT A CERTIFIED COPY

SOUTHERN

PERSONNEL ACTION NOTICE

**EMPLOYEE IDENTITY - MUST BE COMPLETED ON ALL TRANSACTIONS**

EMPLOYEE NAME (LAST, FIRST, MIDDLE) Ryan, Benjamin	LAST FOUR DIGITS OF SSN ____ - ____ - 9466
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NEW HIRE / RE-HIRE ACTION- ALL FIELDS MUST BE COMPLETED

STREET ADDRESS					
CITY	STATE	ZIP	COUNTY	HOME PHONE	Date of Birth
PERSONAL EMAIL ADDRESS	WORK LOCATION	HOME DEPARTMENT	POSITION TITLE	☐ Full Time ☐ Part Time	# HRS PER WEEK IF P/T
Date Back Ground completed	Date Drug Test Completed	Safetv Sensitive ☐ YES ☐ NO	APPROVED SALARY(per offer) ☐ HRLY ☐ SALARY		
Payroll Cost Center	Effective/Start date	IMMEDIATE SUPERVISOR			

EMPLOYEE TRANSFER / SALARY ACTION- ALL FIELDS MUST BE COMPLETED

JOB REQUISITION NUMBER IF APPLICABLE	CHANGE REASON		
CURRENT DEPT	NEW DEPARTMENT		
CURRENT LOCATION	NEW LOCATION		
CURRENT POSITION	NEW POSITION		
CURRENT SALARY	NEW SALARY	TYPE OF INCREASE	
Date of last evaluation - Must be submitted with PAN	INCR AMOUNT	INCR %	EFFECTIVE DATE

TERMINATION

Effective Date 1/22/23	LAST DAY WORKED 1/22/23	ELIGIBLE FOR REHIRE? ☐ Yes ☒ No IF NO, EXPLAIN IN REMARKS SECTION	REASON FOR SEPARATION Refusal to fly the line 1/17/23
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Required Resignation letter or Management memo attached. ☐ Yes ☐ No

Pay through _____ if other than last day worked and provide details in "Remarks" Section of this form.

REMARKS

Not eligible for a PTO payout.
Not leaving in good standing. Did not fulfill Promissory note.
\$3,333.33 owed to Promissory note.
Advised to return badge at the end of his last shift.

AUTHORIZATION

EXECUTIVE OPERATIONAL VP (SIGNATURE & DATE)	Executive VP./CEO (SIGNATURE & DATE)
MANAGER (SIGNATURE & DATE)	HR APPROVAL (SIGNATURE & DATE) Liana-Alise Aina 1/20/23