

**IN THE CIRCUIT COURT OF THE 17<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

FLY ALLWAYS AIRLINES, a Foreign  
corporation,

Plaintiff,

Case No. \_\_\_\_\_

v.

JP MORGAN CHASE BANK, N.A., and  
JOHN DOES,

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, FLY ALLWAYS AIRLINES, a foreign company ("Plaintiff" or "Fly Allways"), by and through its undersigned counsel, and in compliance with the Florida Rules of Civil Procedure, herein files this Complaint against Defendant, JP MORGAN CHASE, N.A. ("Chase") and Defendants, JOHN DOES ("Doe Defendants"), and further alleges as follows:

**PARTIES**

1. Plaintiff, Fly Allways, is a Foreign company with its principal place of business located at Parastraat 2 -10, Zorg en Hoop Airport, Paramaribo, Suriname.
2. Defendant, Chase, is a national banking association with its home office located at 1111 Polaris Parkway, Columbus, Ohio. Chase conducts business extensively in the State of Florida, including Broward County.
3. Defendants sued as JOHN DOES are person(s) or entit(ies) whose identit(ies) are not yet known to Plaintiff ("Doe Defendants"). Plaintiff will seek leave of Court to substitute their true names when they become known. The Doe Defendants are

known to Plaintiff only by the unauthorized wire transfer Doe Defendants effectuated from Plaintiff's bank account at Republic Bank, Suriname to a bank account at Chase. Plaintiff believes that the information obtained by discovery on Chase will lead to the identification of Doe Defendants.

## **JURISDICTION AND VENUE**

4. This is a civil action in which the matter in controversy exceeds the sum of \$15,000.00, exclusive of interest and costs, and is between Plaintiff, Fly Allways, a foreign corporation, Defendant Chase, a national banking association with its principal place of business in Columbus, Ohio and the Doe Defendants, whose identity and location is unknown.

5. Plaintiff is an airline based in the country of Suriname.

6. Defendant Chase, is a wholly owned subsidiary of JPMorgan Chase & Co., and is a national banking association with its home office located at 1111 Polaris Parkway, Columbus, Ohio.

7. Upon information and belief, Chase is *sui juris* and has sufficient minimum jurisdictional contacts with the State of Florida, the forum State, to satisfy Fla. Stat. §48.191, among others.

8. Venue is proper in this county, under Fla. Stat. §47.011, among others, because Chase has multiple offices located within Broward County, Florida.

9. All conditions precedent to committing this action have occurred, been satisfied, or have been waived.

## GENERAL ALLEGATIONS

10. Fly Allways intended to purchase an aircraft and entered into a purchase agreement that required that the agreed funds be wired to an aircraft title company located within the United States ("Wired Funds").

11. Upon information and belief, Doe Defendants intentionally infiltrated the title companies electronic mail server and created a forged email that directed Plaintiff to instead send Wired Funds to Doe Defendants account, located at Chase, instead of to the aircraft title company ("Forged Email"), the intended recipient. Said otherwise, Doe Defendants submitted false wire instructions to Fly Allways in such a way that it appeared the instructions were coming from the aircraft title company.

12. On or about April 5, 2017, reasonably relying on the Forged Email, Plaintiff did send the Wired Funds to the Doe Defendants account located at Chase.

13. Specifically, Fly Allways, in reliance of the Forged Email, erroneously wired funds to Chase Bank Account no. XXXXX0692, Chase Routing No. [REDACTED], Reference [REDACTED] ("Chase Account").

14. Despite Plaintiff formally demanding that Chase return the subject funds wired by the Doe Defendants to the Chase Account, Plaintiff has not received a return of the funds or adequate assurances that the funds will be properly returned.

15. Fly Allways did not authorize the wire transfer set forth above.

16. The funds transmitted by the Doe Defendants were and remain the exclusive property of Plaintiff.

17. As a result of the foregoing, Plaintiff was forced to bring this Action and pay the undersigned reasonable attorneys' fees and costs.

## **FIRST CAUSE OF ACTION**

### **(Conversion Against Doe Defendants)**

18. Plaintiff realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 17, as if fully set forth herein.

19. Doe Defendants committed an overt act and act of dominion or authority over the Wired Funds inconsistent with and adverse to the rights of Plaintiff.

20. Plaintiff has demanded the return of the Wired funds into its possession and Chase's and Doe Defendants' continued possession of the property is not permitted by Plaintiff.

21. Doe Defendants and Chase continue to hold the Wired Funds and have failed to return same.

22. As a result of the foregoing, Plaintiff has been and continues to be damaged.

## **SECOND CAUSE OF ACTION**

### **(Declaratory Judgment Against Chase Bank and Doe Defendants)**

23. Plaintiff realleges and incorporates herein by reference each and every allegation contained in Paragraphs 1 through 17 set forth above.

24. An actual controversy has arisen and now exists between Plaintiff and Defendants in that Plaintiff contends:

a. On April 5, 2017, Fly Allways wired \$668,768.00 from their Republic Bank deposit account number [REDACTED] in Suriname to a Chase Bank account with Doe Defendants as the beneficiary.

b. Fly Allways did not authorize the wire transfer set forth above.

c. Upon information and belief, the funds are currently being held by Chase Bank in the account listed above.

d. Despite requesting a return of the funds wired by the Doe Defendants, Plaintiff has not received a return of the funds or adequate assurances from Chase that the funds will be properly returned.

e. The funds transmitted in the wire transfer set forth above were and remain the exclusive property of the Plaintiff.

**WHEREFORE, PLAINTIFF** prays for judgment as follows:

A. On the First Cause of Action, against Does 1-50 as follows:

1. For actual damages in an amount according to proof at trial.
2. For a temporary, preliminary, and permanent injunction enjoining and restraining Doe Defendants and their agents, partners servants, employees, and all persons acting under, in concern with, or on behalf of any of them, from and in any manner, directly or indirectly, transferring, moving, withdrawing, or in any way diverting any funds from the bank accounts set forth above.
3. Plaintiff reserves the right to amend this count to add punitive damages.

B. On the Second Cause of Action, against all Defendants as follows:

1. For a judicial declaration that the funds transferred by the Doe Defendants to Chase, as set forth above, were and remain the exclusive property of Plaintiff.
2. For a temporary, preliminary, and permanent injunction enjoining and restraining Doe Defendants and their agents, partners servants, employees, and all persons acting under, in concern with, or on behalf of any of them, from and in

any manner, directly or indirectly, transferring, moving, withdrawing, or in any way diverting any funds from the bank accounts set forth above.

3. For a temporary, preliminary, and permanent injunction ordering the return of all unauthorized transfers funds from Chase, Doe Defendants, and any third parties to Plaintiff.

Dated: May 5, 2017

**AERO LAW CENTER**

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