

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Associated Energy Group, LLC, a Texas limited
liability company,

CASE NO.

Plaintiff,

vs.

Astro Air International, Inc. a/k/a Pan Pacific
Airlines CO., LTD

Defendant.

_____ /

COMPLAINT

Plaintiff, ASSOCIATED ENERGY GROUP, LLC (“AEG”), by and through undersigned counsel, sues Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD (“Pan Pacific”), and alleges as follows:

NATURE OF THE ACTION

1. This is a civil suit brought by AEG against Pan Pacific to recover damages in excess of US \$1,116,298.62 due and owing to AEG by Pan Pacific and arising from the Pan Pacific’s breach of their agreement with AEG for the sale and delivery of aviation fuel and services by AEG to Pan Pacific, (hereinafter “Agreement”). The Agreement is confirmed by the respective AEG invoices (“Invoices”), attached hereto as **Exhibit A**, which were provided to Pan Pacific for payment, and by AEG’s General Terms and Conditions, attached hereto as **Exhibit B**, which are expressly incorporated in the Agreement by the Invoices. Pan Pacific has materially and repeatedly defaulted on its payment obligations to compensate AEG for the fuel and services provided and invoiced by AEG from January 31, 2020 and through March 11, 2020. The total amount due and owing for fuel and services sold and delivered currently exceeds US \$1,116,298.62. Pan Pacific

placed the orders for refueling of its aircraft with AEG in Miami, Florida, and the fuel and services were provided, as requested, by AEG to Pan Pacific in Pampanga (Philippines), Xi'An (China), Lapu (Philippines), Wenzhou (China), Chengdu (China), Kalibo (Philippines), Wuhan (China), Shantou (China), Zhengzhou (China), and Nanjing (China). In turn, Pan Pacific has failed and refused to pay for the fuel and services, in breach of the Agreement. Based on the Pan Pacific's repeated failures to comply with its obligations, AEG seeks this Court's intervention and relief to fully compensate AEG for the losses and damages it has sustained.

THE PARTIES, JURISDICTION , AND VENUE

2. Plaintiff, Associated Energy Group, LLC, is a limited liability company that has been at all times pertinent hereto organized and existing under the laws of the State of Texas, and registered to do business in the State of Florida with its principal place of business in Miami-Dade County, Florida.

3. Pan Pacific is a foreign company incorporated under the laws of the Philippines, with a principal place of business in Manila, Philippines, that conducts its business in Florida.

4. This Court has jurisdiction over this matter because the parties have agreed, under the Agreement, to the jurisdiction of the Florida Courts over any and all disputes arising out of the Agreement.

5. Venue is proper because a substantial and material part of Pan Pacific's performance is due to AEG in Miami-Dade County and pursuant to the venue provision in the AEG Terms and Conditions which indicated Miami-Dade, Florida as the venue.

6. AEG has suffered damages as a direct result of the acts and omissions by Pan Pacific asserted in this Complaint in excess of US \$ 1,116,298.62.

FACTUAL BACKGROUND

7. AEG is an aviation fuel and services provider which delivers fuel and service to a variety of corporate, commercial, Fixed Based Operator (“FBO”), and government clients at 3000+ locations around the world.

8. AEG, headquartered in Miami, USA, supports Pan Pacific’s activities in the Philippines and China.

9. From January 31, 2020 through March 11, 2020, AEG sold and delivered fuel to several of Pan Pacific’s aircraft, which was received and accepted by Pan Pacific.

10. After the fuel at issue here was provided to and received by Pan Pacific, AEG invoiced Pan Pacific for all sums due and owing for the furnished fuel and services, as detailed by the Invoices.

11. The Invoices evidence each of the transactions and uplifts related to the refueling of Pan Pacific’s aircraft, from January 31, 2020 through March 11, 2020, in the Philippines and China.

12. The AEG General Terms and Conditions are binding and applicable to all purchases between AEG, including AEG’S subsidiaries, and its customers.

13. AEG has demanded payment of the debt by Pan Pacific on several occasions, but has received no indication of receiving any payment. As such, on March 27, 2020, AEG placed a lien on the following Pan Pacific aircraft: RP-C7933, RP-C7934, RP-C7935, RP-C7936, and RP-C7937. Despite repeated demands by AEG to Pan Pacific, including a demand letter dated January 19, 2023, Pan Pacific has refused to meet its payment obligations.

14. At present, the balance of US \$1,116,298.62 is due and owing by the Pan Pacific to AEG, plus interest, costs, late fees and attorney’s fees.

15. As a result of Pan Pacific's failure to pay AEG, AEG has suffered both general and special damages.

16. All conditions precedent to the maintenance of this civil action have occurred, been performed, or have been waived.

17. AEG has retained the undersigned attorneys to represent AEG in the prosecution of this action and is obligated to pay its attorneys their reasonable fees and expenses.

COUNT I – BREACH OF AGREEMENT

18. AEG incorporates and re-alleges paragraphs 1-17 as if fully set forth herein.

19. AEG and Pan Pacific entered into the Agreement whereby AEG agreed to sell and deliver fuel to Pan Pacific's aircraft.

20. All sales and delivery of jet fuel between AEG and Pan Pacific in this case are governed by the AEG binding General Terms and Conditions.

21. Pursuant to the Agreement governed by AEG General Terms and Conditions, invoices are payable on or before the due date specified in the invoice, and "any claims arising from any invoice must be delivered to AEG within ten (10) days of the invoice date, [and] in the event the customer fails to dispute the invoice within the ten (10) days, the invoice shall be deemed correct and payable."

22. By the delivery of fuel to Pan Pacific's Aircraft and the payable Invoices billed to Pan Pacific, Pan Pacific is legally bound to make timely and full payment pursuant to the AEG General Terms and Conditions.

23. Pan Pacific materially breached its obligations to make timely payments and has acknowledged their multiple breaches of the Agreement.

24. AEG fully complied with all of its obligations under the Agreement.

25. As a result of these breaches, AEG has suffered damages in the amount of US \$1,116,298.62, for sums due and owing under the Agreement, additional home office overhead and demobilization expense, travel and lodging in connection with the extension and the attempts to obtain payment, extraordinary audit costs, court costs and attorney's fees.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD, for compensatory damages in the amount of US \$1,116,298.62, for Pan Pacific's breach of Agreement, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT II – GOODS SOLD AND DELIVERED

26. AEG incorporates and re-alleges paragraphs 1-17 as if fully set forth herein.

27. Pan Pacific owes AEG amounts in excess of US \$1,116,298.62, plus interest and late fees, which was due ten (10) days of the date of each Invoice, for aviation fuel and services which AEG delivered to Pan Pacific.

28. The price for the fuel delivered by AEG to Pan Pacific was agreed between the parties and the goods at issue were sold at a reasonable value. Pan Pacific benefited from the fuel sold and delivered by AEG and, accordingly, owe AEG the total amount of US \$1,116,298.62, as set forth in the Invoices, which is past due, plus interest.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD, for damages in the amount of US \$1,116,298.62, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT III – ACCOUNT STATED

29. AEG incorporates and re-alleges paragraphs 1-17 as if fully set forth herein.

30. Prior to the institution of this action, AEG and Pan Pacific entered into the Agreement governed by the AEG General Terms and Conditions, pursuant to which each party agreed on the reasonable amount to be paid for the fuel and fuel services provided.

31. AEG promptly rendered each of the Invoices as fuel was provided and Pan Pacific has never objected to any of the Invoices or any of the amounts set forth in any Invoice. *See Exhibit A.*

32. Pan Pacific benefited from the fuel sold and delivered by AEG and, accordingly, owe AEG the total amount of US \$1,116,298.62, as set forth in the Invoices, which is past due, plus interest.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD, for compensatory damages in the amount of US \$1,116,298.62, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT IV – UNJUST ENRICHMENT

33. AEG incorporates and re-alleges paragraphs 1-17 as if fully set forth herein.

34. AEG furnished fuel and services to various Aircraft owned by Pan Pacific.

35. Pan Pacific knew of, accepted and retained the benefit of the fuel and services furnished by AEG without providing compensation for the fuel and services.

36. Specifically, Pan Pacific benefited from the Fuel provided by AEG because the related aircraft cannot operate without fuel.

37. Pan Pacific has failed and refused to pay AEG for the fuel provided, despite repeated demands.

38. Pan Pacific wrongfully received over US \$ 1,116,298.62 in value of fuel and services provided to the Pan Pacific's aircraft without providing compensation to AEG for said fuel and services. Pan Pacific would be unjustly enriched should they be allowed to withhold payment to AEG.

39. It would be inequitable for Pan Pacific to retain the benefit conferred—the fuel and fuel services provided—without paying the value thereof.

40. AEG has no adequate remedy at law.

41. As a result of the foregoing, AEG has suffered damages.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD, for compensatory damages in the amount of US \$1,116,298.62, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable.

COUNT V – QUANTUM MERUIT

42. AEG incorporates and re-alleges paragraphs 1-17 as if fully set forth herein.

43. AEG conferred benefits upon Pan Pacific by supplying fuel to the aircraft owned by Pan Pacific.

44. Pan Pacific had knowledge of these benefits and accepted them.

45. Pan Pacific has failed and refuse to pay AEG for the fuel, despite repeated demands.

46. The reasonable value of the fuel provided, for which AEG has not been paid, is US \$1,116,298.62.

47. As a direct and proximate result of Pan Pacific's failure to pay for the fuel received, AEG has suffered damages.

WHEREFORE, Plaintiff, ASSOCIATED ENERGY GROUP, LLC, demands judgment against Defendant, Astro Air International, Inc. a/k/a Pan Pacific Airlines CO., LTD, for compensatory damages in the amount of US \$1,116,298.62, plus prejudgment interest, attorney's fees, costs, and all such other relief this Court deems just, fair, and equitable

Dated this 28th day of February 2023

Respectfully submitted,

DUANE MORRIS LLP

/s/ Harold E. Patricoff _____

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