

IN THE COUNTY COURT OF AND FOR MARION COUNTY, FLORIDA

CASE NO. _____

Plaintiff Robert Jones
d/b/a Guitar Mania
Address 3767 Plaintiff Lane
City Ocala, FL 34471
Telephone (352) 555-5555

Defendant American Airlines, Inc., a Delaware Corporation
c/o CT Corporation System
Address 1200 S. Pine Island Road
City Plantation FL 33324
Telephone (817) 963-1234

STATEMENT OF CLAIM

Plaintiff claims the amount of \$ 2,459.94 as being due from the Defendant together with \$ 215.24 interest, plus court cost of \$ 275.00, which total \$ 2,949.64 and alleges: I have a business buying and selling custom and vintage guitars. On November 23, 2009 I purchased a business class ticket on American Airlines Flight 572 to depart Chicago, Illinois at 3:50 p.m., arriving in Orlando, Florida at 7:20 p.m. the same day. Upon check-in I requested additional insurance as I was transporting a brand new custom guitar (Gibson 1963 Firebird III) costing \$2,149.99. The carrying case was valued at 175.00 American's website stated I could purchase additional insurance at the rate of \$1.00 per \$100.00 of value at check in. The ticketing agent refused to sell me extra insurance stating that defendant covered luggage up to \$2,500.00. The guitar was stored in a custom metallic, padded case specifically designed for air travel. When I arrived at my destination both the case and the guitar were destroyed. The guitar was cracked with scratches down the back. The metal case had a deep indentation, scuffed and the latch was broken. I immediately filed a damage report with American Airline luggage desk and spoke to the service manager Elaine Doe the next day who assured me that American Airlines would take full responsibility and requested an estimate for a replacement. Shipping via UPS for the estimate cost \$134.95. I was told the guitar and carrying case were damaged beyond repair. After sending the estimate to American I did not hear back from the defendant for four months despite two letters requesting a response. I called Ms. Doe on March 30, 2010. She was unavailable. I was told by a service representative that the damage was not covered under defendant's carriage of service terms and therefore would not be covered.

- Plaintiff further states the Defendant is not in the Military Service of the United States.
 Plaintiff further states this suit is based on a written instrument, a copy of which is attached.

STATE OF FLORIDA, COUNTY OF MARION: The undersigned, being duly sworn, says that the foregoing is a just and true statement of the amount owing by the Defendant to said Plaintiff, exclusive of all set-off and just grounds of defense; and this suit is brought in good faith, with no intention to annoy the Defendant subscribed before; and that the action has been brought in the County in which venue is proper pursuant to Florida Statutes Chapter 47.

Robert Jones dba Guitar Mania

Plaintiff/ Business Name

Robert Jones Owner
Signature and Title

Sworn to and subscribed before me this _____ day of _____, 20__.

DAVID R. ELLSPERMANN, CLERK OF THE COURT,
by _____ D.C.