

Exhibit A

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

36th STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY	SUMMONS	CASE NO. 23-114478 -GC, DISTRICT
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Court address 421 Madison St. Detroit, MI 48226	Court telephone no. 313-965-4158
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Plaintiff's name, address, and telephone no.
 Tykeisha Campbell

Defendant's name, address, and telephone no.
 Spirit Airlines, Inc. and John Doe LLC
 251 Little Falls Drive,
 Wilmington, DE 19808

v

Plaintiff's attorney, bar no., address, and telephone no.
 Ryan E. Hill (P68445)
 Clayton P. Miller (P86291)
 407 E. Fort St. Detroit, MI 48226
 (313) 962-4945

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

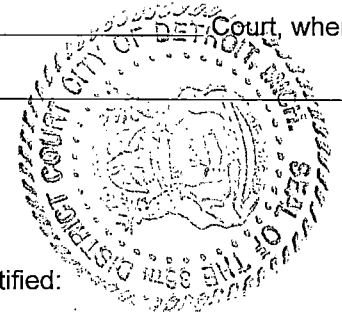
- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where
 it was given case number _____ and assigned to Judge _____

The action remains is no longer pending.

Summons section completed by court clerk.

SUMMONS



NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

**STATE OF MICHIGAN
IN THE 36th DISTRICT COURT FOR THE COUNTY OF WAYNE**

TYKEISHA CAMPBELL,

Plaintiff,

Case No. 23- -GC

-vs-

Hon.

**SPIRIT AIRLINES, INC. and
JOHN DOE LLC.**

Defendant,

DETROIT LEGAL GROUP, PLLC

Ryan E. Hill (P68445)

Clayton P. Miller (P86291)

Attorneys for Plaintiff

407 E. Fort St. Ste 103

Detroit, MI 48226

P: 313-962-4954

F: 866-912-6311

rhill@detroitlegalgroup.com

cmiller@detroitlegalgroup.com

2023 JUL -6 A 11:27
36TH DISTRICT COURT
CIVIL DIVISION

COMPLAINT

There is no pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

NOW COMES, Plaintiff, Tykeisha Campbell, by and through her attorneys, **DETROIT LEGAL GROUP, PLLC**, in support of her Complaint states the following:

PARTIES AND JURISDICTION

1. Plaintiff, Tykeisha Campbell, resides or does business in the County of Wayne, State of Michigan.
2. Defendant, Spirit Airlines, Inc., does business in the County of Wayne, State of Michigan.
3. Defendant, John Doe LLC., does business in the City of Detroit, County of Wayne, State of Michigan.
4. The event giving rise to this action took place in the County of Wayne, State of Michigan.

5. The amount in controversy does not exceed \$25,000 and is within the subject matter of this Honorable Court pursuant to MCL 600.8301.
6. Venue is proper pursuant to MCL 600.1621.

GENERAL ALLEGATIONS

7. On or about April 30th, 2023, at or around 12:30 A.M., Plaintiff and her husband were preparing to board their connecting flight (Flight NK2161) back home to Detroit, MI from Philadelphia, PA when they were notified by Defendant Spirit Airlines that their luggage had been lost, and they were given a number to call to report the issue.
8. Plaintiff made it back to her home on May 1, 2023 where she called the number given to her by Defendant Spirit Airlines to request the status of her lost luggage.
9. The next day, May 2, 2023 an individual from John Doe LLC in connection with Defendant Spirit Airlines, with no Spirit Airlines identification showed up at her home with the luggage.
10. On or around May 4, 2023 Plaintiff and her husband began to unpack the luggage and noticed that the luggage had been tampered with prior to its arrival. **(Exhibit A, Photos of Locks)**.
11. After further investigation of their luggage, Plaintiff and her husband realized that nearly half of their items totaling in excess of \$10,000.00, were missing from their luggage. **(Exhibit B, Item Receipts)**.
12. Defendant Spirit Airlines breached the implied contract with Plaintiff regarding the handling and safety of her luggage and all of her belongings during travel.
13. Defendant Spirit Airlines was negligent in its loss of Plaintiff's baggage for her connecting flight back to Detroit, MI.

14. Defendant Spirit Airlines was also negligent in its procedures for obtaining and returning the luggage to Plaintiff once it was found.
15. Defendant John Doe, LLC., was negligent in its handling of Plaintiff's luggage in the return process.
16. Defendant Spirit Airlines' negligence resulted in extensive financial loss to Plaintiff, totaling approximately \$14,208.30. (**Exhibit B, Item Receipts**).
17. Defendant Spirit Airlines employed John Doe LLC., who returned Plaintiff's baggage in its tampered with condition and both entities are liable for negligence.
18. Defendants have severely damaged Plaintiff, losing her thousands of dollars.
19. Plaintiff has been damaged aforesaid and as a result, exemplary damages should be awarded for Defendants' negligence and breach of contract.

I. BREACH OF CONTRACT (DEFENDANT SPIRIT AIRLINES)

20. Plaintiff hereby incorporates and re-alleges the allegations set forth in the paragraphs above.
21. A party asserting a breach of contract must establish by a preponderance of the evidence that (1) there was a contract (2) which the other party breached (3) thereby resulting in damages to the party claiming breach. *Miller-Davis Co v Ahrens Constr, Inc*, 495 Mich 161, 178; 848 NW2d 95 (2014).
22. Plaintiff agreed to terms of the implied contract with Defendant Spirit Airlines when she purchased her ticket under the belief that her luggage would be under the care of Defendant.
23. On or about April 30th, 2023, at or around 12:30 A.M., Plaintiff and her husband were preparing to board they're connecting flight (Flight NK2161) back home to Detroit, MI

from Philadelphia, PA when they were notified by Defendant Spirit Airlines that their luggage had been lost, and they were given a number to call to report the issue.

24. Defendant breached the implied contract by losing Plaintiff's luggage prior to her return and giving the luggage to John Doe, LLC, which resulted in the tampering of her bags along with the loss of some of her belongings.

25. Plaintiff has been damaged aforesaid.

II. NEGLIGENCE (DEFENDANTS SPIRIT AIRLINES & JOHN DOE LLC)

26. Plaintiff hereby incorporates and re-alleges the paragraphs above as inclusive as if more fully set forth herein.

27. To establish a prima facie case of negligence, a plaintiff must demonstrate that (1) the defendant owed a duty to the plaintiff, (2) the defendant breached that duty, (3) the plaintiff suffered damages, and (4) the defendant's breach was a proximate cause of those damages. *Jeffrey-Moise v Williamsburg Towne Houses Coop, Inc*, 336 Mich App 616, 619; 971 NW2d 716 (2021).

28. On or about April 30th, 2023, at or around 12:30 A.M., Plaintiff and her husband were preparing to board they're connecting flight (Flight NK2161) back home to Detroit, MI from Philadelphia, PA when they were notified by Defendant Spirit Airlines that their luggage had been lost and they were given a number to call to report the issue.

29. As such, Defendant Spirit Airlines owed a duty to Plaintiff that it would exercise reasonable care in transporting Plaintiff's luggage throughout the entirety of her trip.

30. Defendant John Doe LLC assisted Defendant Spirit Airlines in the returning of lost luggage process.

31. As such, Defendant John Doe LLC owed a duty to Plaintiff to adequately return her luggage to her without any damage to her luggage or her belongings.
32. The next day, May 2, 2023 an undisclosed individual from John Doe LLC., with no Spirit Airlines identification showed up at her Detroit home with the luggage.
33. On or around May 4, 2023 Plaintiff and her husband began to unpack the luggage and noticed that the luggage had been tampered with prior to its arrival. (Exhibit A, Photos of Locks).
34. After further investigation of their luggage, Plaintiff and her husband realized that nearly half of their items totaling in excess of \$10,000.00, were missing from their luggage. (Exhibit B, Item Receipts).
35. Defendant Spirit Airlines breached its duty when it negligently lost Plaintiff's luggage and gave it to John Doe LLC for return once it was found.
36. Defendant John Doe LLC breached its duty when it negligently tampered with Plaintiff's luggage and returned it with missing items.
37. As a result of Defendants breaching their duties, Plaintiff suffered detrimental financial loss.
38. Defendant Spirit Airlines was the proximate cause of Plaintiff's damages because of its failure to contract/employ a diligent and attentive company to adequately return Plaintiff's luggage.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully prays that this Honorable Court enter judgement in favor of Plaintiff for the counts listed above providing damages in the amount of \$14,208.30, attorney fees, and grant any other relief this Court deems fair and equitable.

Dated: July 3, 2023

/s/Ryan E. Hill
DETROIT LEGAL GROUP, PLLC
Ryan E. Hill (P68445)
Clayton P. Miller (P86291)
Attorneys for Plaintiff
407 E. Fort Street, Ste. 103
Detroit, MI 48226
(313) 962-4954

EXHIBIT A



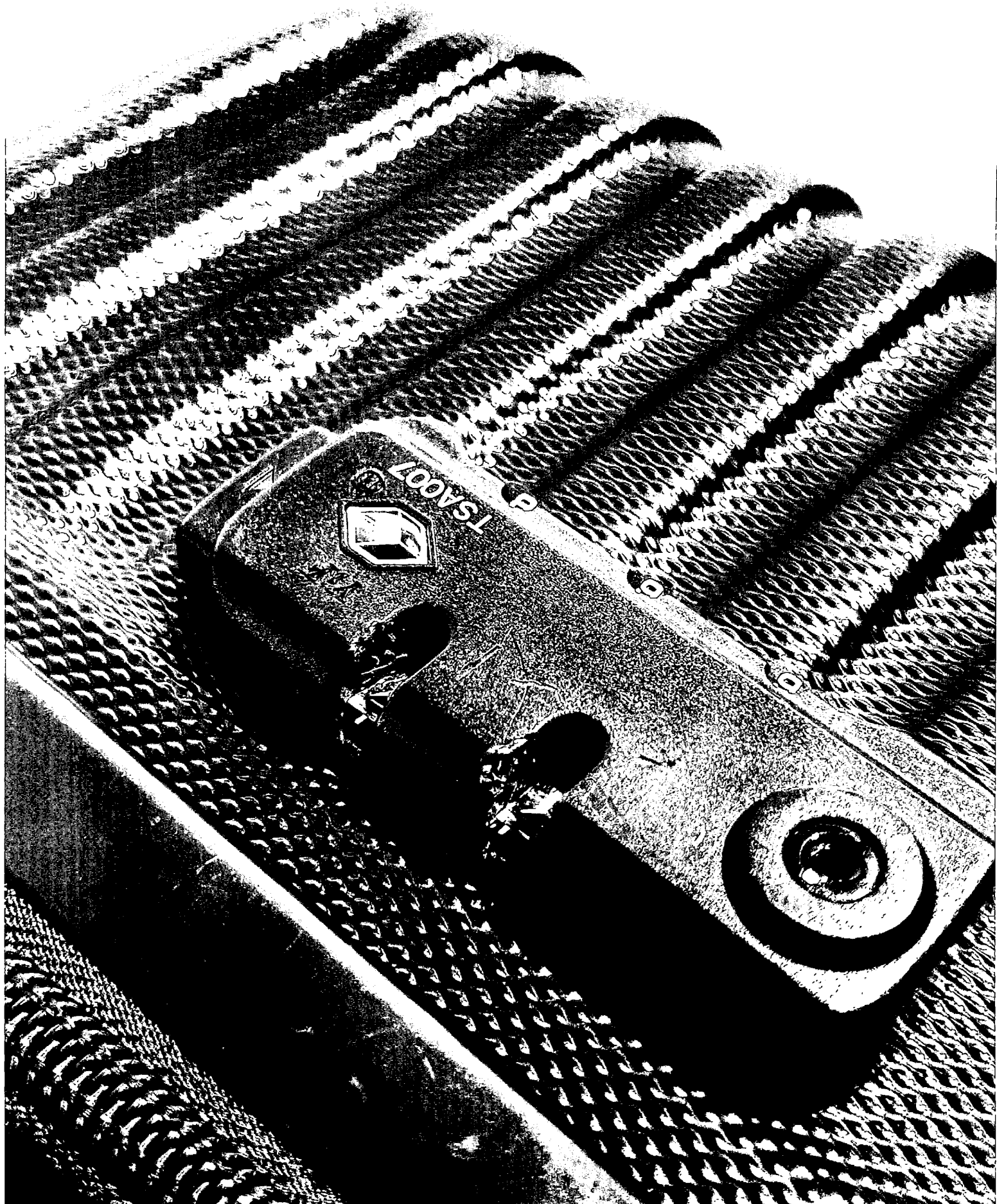


EXHIBIT B

LOUIS VUITTON

LV TROY SAKS
 2901 West Big Beaver Road
 TROY, MI 48084
 United States
 2486434606

DUPLICATA

Store: 3053 Register 6
 Date: 9/19/20 Time: 1:17 PM
 Ticket: 13647
 Cashier: 8951

Client: Tykeisha Campbell

Item	Qty	Price	Amount
EONOE MM MNG NOIR 44020	1	1,780.00	1,780.00
Client Advisor: 8951			
AND.LV WORLD MARRON 70853	1	195.00	195.00
Client Advisor: 8951			
C.BLOOMING MNG 19 6534E	1	350.00	350.00
Client Advisor: 8951			
E.LV 40 REV.MNG CH.95 0323T	1	620.00	620.00
Client Advisor: 8951			
C.LOGOMANIA MNG 17 4150F	1	370.00	370.00
Client Advisor: 8951			
		Subtotal	3,315.00
		Total	3,315.00
S DOLLAR CASH			3,315.00

Subject: (none)
Date: Thursday, June 29, 2023 at 3:51:34 PM Eastern Daylight Time
From: Tykeisha Campbell
To: Joseph Alsedawi
Attachments: 6AA0038B-1B59-4C07-A477-93BED70DFAAD.jpeg

 Hide order summary ^

\$1,686.30



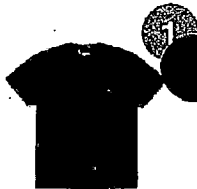
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WORKSHOP TRUCKER CAP
OS / ORANGE

\$500.00



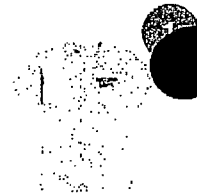
[Redacted]
XXL

[Redacted]



[Redacted]
BLACK
XXL / BLACK

[Redacted]



[Redacted]
XXL / Gold

[Redacted]



[Redacted]
XXL / Blue

[Redacted]

[Redacted]



YELLOW
M / GOLD

~~\$290.00~~

Subtotal	\$1,540.00
Shipping	Calculated at next step
Taxes	—
Total	USD \$1,686.30

[🔒 josue-perzell.myshopify.com](https://josue-perzell.myshopify.com)

Tykeisha Campbell

Monday, July 3, 2023 at 14:21:42 Eastern Daylight Time

Subject: (none)
Date: Thursday, June 29, 2023 at 3:52:15 PM Eastern Daylight Time
From: Tykeisha Campbell
To: Joseph Alsedawi
Attachments: IMG_3581.jpeg

5:29

5G+ 4/4

469 Thank you for placing you...
empowering everyone to succeed, act and think
positively. [Discover more about Positively](#)
[FARFETCH](#)

Your order summary







Delivery between
4/11/2023 and 4/12/2023
Sending from THE
BUSINESS FASHION

Marni
script-print cotton shirt

52

\$660.00

Sub-total	\$660.00		
Delivery	\$0.00		
Taxes	\$39.60		
Credit	- \$0.00		
Promotions	- \$0.00		
<hr/>			
Total	\$699.60		
Payment method	CreditCard		
<hr/>			
			

Tykeisha Campbell

STYLE NUMBER	DESCRIPTION	SKU	QTY	UNIT PRICE	TOTAL
698725 Z8A1M 4596	MENS RTW/GG cotton canvas trouser/58/Blue GG cotton canvas/Elastic waistband with drawstring/Front pockets/Back button-through flap pockets/Length: 97cm based on a size 48 (IT)/Leg opening: 19cm based on a size 48 (IT)/Made in Italy/The product in this image is shown in a size 48 (IT)	810476280	1	1,150.00	1150.00
				SUBTOTAL:	1,150.00
				SHIPPING:	0.00
				TAX:	69.00
				TOTAL USD:	1,219.00

For your recent purchase with Gucci.com, we are committed to offering you exceptional customer service and want you to be completely satisfied with your order. We offer complimentary returns and exchanges for eligible merchandise by mail or in store within 30 days. Create your exchange or return and learn more about our policy by visiting returns.gucci.com or contact our Client Services by calling 1.877.482.2430.

10232



Date:	10/01/22
Account No:	

INVOICE

Bill To:
Tykeisha,
Campbell
313-353-8981

Ship To:
in store pickup

Qty	Description	Price	Amount
	Rolex stainless steel 36mm Jubilee band	5,700 ⁰⁰	
	yellow gold band 1.5 Car stone	1,500 ⁰⁰	

Special Instructions:	Subtotal	7,200	
	Discount		
	Sales Tax	432 ⁰⁰	
	Shipping & Handling		
Received by:	Signature:	TOTAL	7632 ⁰⁰

GALLERY DEPT.

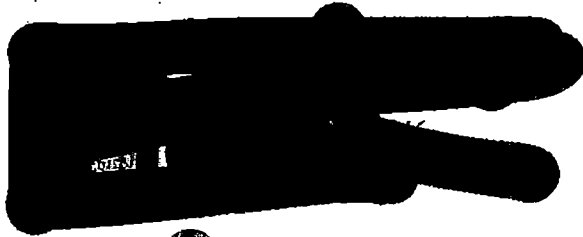
 Hide order summary ^

\$1,199.03



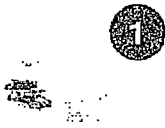
SOUVENIR TRUCKER RED
OS / RED

\$195.00



EBAY TEE
XXL / WHITE

\$300.00



EBAY TEE
S / WHITE

\$300.00

Subtotal

\$1,095.00

Shipping

Calculated at next step

Taxes

—

Total

USD **\$1,199.03**

Thank you for shopping with Louis Vuitton. Your product has been crafted by experienced artisans with the finest materials. Please prevent any contact with oil or alcohol-based substances such as cosmetics, perfumes, hand sanitizers, or disinfectants.

The Saks Fifth Avenue Return Policy is applicable to all Louis Vuitton merchandise purchased inside a Saks Fifth Avenue Louis Vuitton location.

Sold Item Count = 5





T113117IG11A11Q7W4ATDKL

Client Copy

DETROIT LEGAL GROUP, PLLC
407 E. FORT STREET SUITE 103
DETROIT, MI 48226



Retail



U.S. POSTAGE PAID
FCM LG ENV
LINCOLN PARK, MI 48146
AUG 28, 2023

48911

\$9.97

RDC 99

R2304M115694-03

Spirit Airlines, Inc.
3410 Belle Chase Way
Ste 600
Lansing, MI 48911

