

IN THE U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SIGNATURE FLIGHT
SUPPORT CORPORATION,

Plaintiff,

vs.

AMERICAN TRANS AIR, INC. a/k/a,
ATA AIRLINES, INC.,

Defendants.

Case No. _____

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, Signature Flight Support Corporation (“Signature”) and files its Complaint for damages against Defendant, American Trans Air Inc. a/k/a ATA Airlines Inc. (hereinafter collectively “ATA”) and would show the Court as follows:

JURISDICTION

1. Plaintiff, Signature Flight Support Corporation, is a Delaware corporation with its principal place of business in Orlando, Florida.
2. Defendant, American Trans Air Inc., is a foreign corporation headquartered in Indiana and doing business in Hillsborough County, Florida.
3. Defendant, ATA, may be served with process of this Court by serving its registered agent, THE PRENTICE-HALL CORPORATION SYSTEM INC., at 1201 Hays Street, Suite 105, Tallahassee, Florida 32301.

4. There is complete diversity of citizenship between the Plaintiff and the Defendant. More than \$75,000 is in controversy exclusive of interests and costs. Therefore, this Court has jurisdiction pursuant to 28 U.S.C. s. 1332.
5. Venue is proper in this District pursuant to 28 U.S.C. s. 1391.
6. This Court has personal jurisdiction over the Defendant because Defendant conducts business within the State of Florida and Defendant has properly availed itself of the benefits of doing business in Florida.

GENERAL ALLEGATIONS

7. In an action styled *Willie McCafferty v. Signature Flight Support Corporation, et al*, filed in the Circuit Court of Cook County, Illinois, Case No. 04-L-655, a Complaint for personal injuries was asserted against Signature Flight Corporation, from injuries suffered in a slip and fall accident occurring on January 20, 2003 at Chicago Midway Airport.
8. In *Willie McCafferty v. Signature Flight Support Corporation, et al*, claims for negligence were asserted against Signature.
9. Prior to the incident alleged in *Willie McCafferty v. Signature Flight Support Corporation, et al*, Signature entered into a contract ("IATA Agreement") with ATA which provided that ATA would indemnify Signature for injuries to ATA's employees. Specifically, the IATA Agreement provides in part,

Carrier shall release, indemnify, defend and hold harmless Handling Company ... from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever ... which in any way arise out of or result from the performance of the services under this Agreement with respect to flights and passengers of Carrier, including, but not limited to, injury to or death of any person... Carrier's indemnification obligations hereunder shall apply regardless of whether or not the damage, loss or injury complained

of arises out of or relates to the negligence (whether active, passive or otherwise), or was caused in part by, an Indemnified Party, but shall not apply in event of Handling Company's gross negligence or willful misconduct...

See IATA Agreement, ¶ 7.1, of which Defendant possesses.

10. Signature notified ATA of its obligations to indemnify and defend under the IATA Agreement on three separate occasions. To date, ATA has failed to fulfill its obligations under the contract.
11. Due to ATA's failure to fulfill its obligations, Signature was forced to defend and resolve the suit brought by Mr. McCafferty.
12. Signature incurred necessary and reasonable costs and expenses in defending the allegations.
13. Additionally, on January 31, 2007, Signature issued settlement funds to Mr. McCafferty in order to resolve and conclude the action. The amount of the settlement was reasonable in light of the circumstances.

COUNT I – INDEMNITY

14. Signature adopts and re-alleges paragraphs 1-13 as if set forth fully herein.
15. Signature and ATA entered into a contract and under the terms of said contract ATA agreed to indemnify and defend Signature from lawsuits filed by ATA employees.
16. Willie McCafferty, an ATA employee, filed a lawsuit against Signature for negligence. Signature tendered the defense and requested indemnity from ATA; ATA refused to indemnify Signature as required under the contract.
17. As a result of ATA's failure to indemnify, Signature was forced to retain the services of attorneys and defend itself in the action. As such, Signature suffered damages and

is entitled to recover reasonable costs, expenses and attorneys fees associated with this representation.

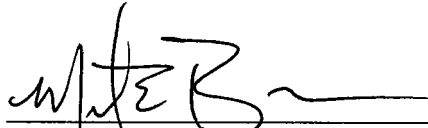
18. Further, as a result of ATA's failure to indemnify, Signature was forced to resolve the claim brought by Mr. McCafferty by issuing a settlement draft to Mr. McCafferty.

WHEREFORE, Signature demands a trial by jury pursuant to Rule 38(b) Fed.R.Civ.P., judgment against Defendant for indemnification, together with all attorneys' fees and costs incurred by Signature in the defense of this action, prejudgment interest and any other relief available by law.

COUNT II - BREACH OF CONTRACT

19. Signature adopts and re-alleges paragraphs 1-13 as if set forth fully herein.
20. Signature and ATA entered into a contract which required the parties to indemnify the other for injuries to their respective employees. Mr. McCafferty was an employee of ATA at the time of the accident.
21. Signature tendered its defense of the case to ATA and ATA refused to fulfill its obligations under the contract. ATA's failure to indemnify and defend is a material breach of the contract between the parties.
22. As a result of the breach of contract, Signature was forced to retain the services of attorneys and defend itself in the action. As such, Signature has suffered damages and is entitled to recover reasonable costs, expenses and attorney's fees associated with this representation.
23. Further, as a result of ATA's failure to indemnify, Signature was forced to resolve the claim brought by Mr. McCafferty by issuing a settlement draft to Mr. McCafferty.

WHEREFORE, Signature demands a trial by jury pursuant to Rule 38(b) Fed.R.Civ.P., judgment against Defendant for indemnification, together with all attorneys' fees and costs incurred by Signature in the defense of this action, prejudgment interest and any other relief available by law.



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