

New York Yankees



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September 21st, 1959

Mr. Michael Kovalovsky
400 East 73rd Street
New York 21, New York


Dear Mr. Kovalowski:

This will acknowledge receipt of your recent communication.

It is a pleasure to receive such encouraging mail.

Thank you for your interest in the Yankees, which you have demonstrated by taking the time to write.

Sincerely yours,


Mickey Mantle

MM:R

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

Case No.: 201032131CU
Division: 32

MICHAEL KOVALOVSKY,

Plaintiff,

vs.

NEW YORK YANKEES LIMITED
PARTNERSHIP, a Limited Partnership,

Defendant.

FILED
2010 JUN 18 AM 10:18
CLERK OF THE CIRCUIT
CITY COURT VOLUSIA COUNTY
FLORIDA

COMPLAINT

Michael Kovalovsky, Plaintiff herein, files this Complaint against NEW YORK YANKEES LIMITED PARTNERSHIP, Defendant herein, and alleges:

PARTIES

1. Plaintiff, Michael Kovalovsky, an individual, resides in Volusia County, Florida.
2. Defendant, NEW YORK YANKEES LIMITED PARTNERSHIP, a Limited Partnership, has a principal place of business at [REDACTED], in Tampa, Hillsborough County, Florida.

JURISDICTIONAL STATEMENT

3. The amount in controversy exceeds \$15,000.00, excluding interest, costs and attorney's fees, which is within the jurisdiction of the court in accordance with Section 26.012 of the Florida Statutes.

VENUE

4. Venue in VOLUSIA County, Florida is proper in this action under Section 47.011 of the Florida Statutes because the cause of action giving rise to this action occurred in this county.

FACTS IN SUPPORT OF CLAIMS

5. On or about August, 2006, Plaintiff agreed to loan certain items to Defendant

2

County, Florida, to-wit: a personal letter addressed to Plaintiff signed by Mickey Mantle and certain vintage newspapers. A copy of the letter is attached.

6. Defendant failed to return said items and as a direct and proximate result of the action by Defendant, Plaintiff suffered damages.

COUNT 1
NEGLIGENCE

7. Plaintiff, Michael Kovalovsky, adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 6.

8. Defendant agreed to a loan of the above items.
9. Defendant had a duty to return said items to Plaintiff.
10. Defendant as a result of negligence lost said items.
11. Defendant as a result of negligence failed to return said items to Plaintiff.
12. Defendant's action resulted in Plaintiff suffering monetary and other damages.

COUNT 2
BAD FAITH

18. Plaintiff, Michael Kovalovsky, adopts by reference, as if set out fully and completely in this Count, the following statements of this Complaint: Paragraphs 1 through 12.

19. Defendant refused to return the above items to Plaintiff upon demand.
20. Defendant refused to acknowledge loss of said items.
21. Defendant acted in bad faith is said refusal.
22. Plaintiff is entitled to punitive damages as a result of Defendant's action.

COUNT 3
ATTORNEY'S FEES

23. Plaintiff, Michael Kovalovsky, has employed Timothy Daniel Attorney at Law, for representation in this action, and Plaintiff has agreed to pay a reasonable Attorney fee to Timothy Daniel, Attorney at Law.

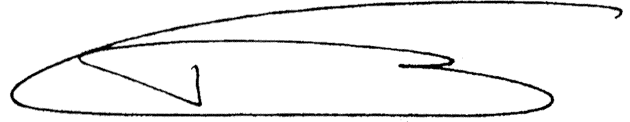
25. Plaintiff, Michael Kovalovsky, is entitled to recover reasonable Attorney's fees incurred in connection with this action pursuant to Florida Statutes.

DEMAND FOR JURY TRIAL

26. Plaintiff demands a trial of this action by jury.

DEMAND FOR JUDGMENT

WHEREFORE, Plaintiff demands a jury trial of this action, and further demands judgment against Defendant for general damages, and for such other and further relief, in law or in equity, to which Plaintiff may be justly entitled.



Timothy Daniel 0650821
Attorney for Plaintiff
Daniel Legal

[REDACTED]
Ormond Beach, FL 32176

Fax [REDACTED]
[REDACTED]

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