

IN THE COUNTY COURT, IN AND FOR ESCAMBIA, COUNTY, FLORIDA  
SMALL CLAIMS DIVISION

Lillian Volunteer Fire Department (LVFD)

Name

11331 County Rd 91

Street Address

Lillian, AL 36549

City, State, Zip

(251) 213-3816

Phone

**Plaintiff,**

vs.

CASE NO.: 2023 SC001309

Division:

Modern Dry Cleaners

Name

2500 W. Cervantes St.

Street Address

Pensacola, FL 32505

City, State, Zip

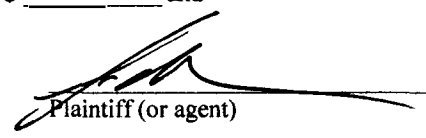
**Defendant.**

2023 MAR -9 A 11:55  
ESCAMBIA COUNTY CIVIL DIVISION

STATEMENT OF CLAIM  
(FOR WORK DONE AND MATERIALS FURNISHED)

Plaintiff, LVFD, sues defendant, Modern Dry Cleaners, and alleges: There is now due, owing, and unpaid from defendant to plaintiff \$ 1618.12 with interest since December 18 2022, for the following items of labor and materials furnished to defendant at his/her request between LVFD and Modern Dry Cleaners

WHEREFORE, plaintiff demands judgment in the sum of \$ 1618.12 and \$ 185 Court costs plus Sheriff's fees of \$ 40

  
Plaintiff (or agent)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned authority this day personally appeared PLAINTIFF being first duly sworn on oath, says the foregoing is just and true statement of the amount owing by Defendant to Plaintiff, exclusive of all set-offs and just grounds of defense.

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
Notary Public - Deputy Clerk

My Commission expires \_\_\_\_\_

NOTICE: THIS DOCUMENT REQUIRES AN OFFICIAL COURT SUMMONS WITH SIGNATURE AND THE OFFICIAL COURT SEAL AFFIXED THERETO.

*Plaintiff*

Lillian Volunteer Fire Department  
11331 County Rd. 91  
Lillian AL. 36549  
(251) 213-3816

vs.

*Defendant*

Modern Dry Cleaning of Pensacola  
2500 W. Cervantes St.  
Pensacola, FL 32505  
(850) 438-3696

## Complaint

We the firefighters of Lillian Volunteer Fire Department, AL – are filing claim against Modern Dry Cleaning of Pensacola FL for damages to department owned property and who, through the negligence of Modern Dry Cleaning and/or its employees and/or process of cleaning, failed to follow proper cleaning techniques with seasonal specialized apparel resulting in all 7 sets and 4 hats being discolored and will requiring full replacement.

A total of 7 full size Adult Santa Suit costumes, red with a white fur trim, were damaged while in the possession of the defendant and due to an improper cleaning process performed by the defendant, all 7 suits were discolored and altered. LVFD did not want the suits to be altered or discolored in anyway and contracted a dry cleaning service to clean and return the suits intact. All 7 sets and 4 hats are now discolored and are permanently damaged by the negligent process used by the defendant resulting in the costumes being permanently altered in appearance.

## Timeline of Events

**Thursday, 01Dec22.**

LVFD, preparing for a holiday season event, had unboxed 7 full Santa suits and 4 additional Santa hats from our storage area with the intent of 'dressing up' its members supporting our community via delivering fruit dressed as Santa's in fire trucks. LVFD has provided this service annually for several years. Once the suits were unboxed, it was determined the suits needed professional cleaning services. The suits had been dry cleaned previously by another cleaning service with some still in bags, it was determined that all sets were professionally cleaned and need to be again this year – but time was short, our event was scheduled for the 17<sup>th</sup> of December.

**Monday, 05Dec22.**

FF Walter Moll volunteered to take on the responsibility of getting the suits cleaned and made contact with Modern Cleaners who was selected as they alleged they were able to meet the short timeline needed to get the suits cleaned and back within the week.

**Friday, 09Dec22.**

FF Moll, brought 7 full sets (hat, jacket, pants) of Santa Suits and 4 additional Santa hats, property of LVFD, to Modern Dry Cleaners 2500 W. Cervantes St. Pensacola FL. All suits were in serviceable and good condition, although they had been stored in a manner that allowed cob webs and debris to

collect – the suits were intact, undamaged and were brought to the defendants business with the promise of a quick turnaround and a complete cleaning.

**Friday, 16Dec22.**

FF Moll retrieved the suits from defendant, found to be damaged/color stained by the defendant as the result of a process performed by other than dry cleaning leaving all white fur trim items with a red/pink discoloration consequently altering their appearance.

**Tuesday, 20Dec22.**

FF Moll made contact with the defendant to set up a return trip with the suits in an effort to rectify the cleaning error. The defendant informed FF Moll the suits would be shipped out to their alternate facility in Mobile AL for a process that would revert the discoloration to their original color.

**Tuesday, 27Dec22.**

FF Cantrell returned suits to be re-cleaned. Was advised it would be a few weeks.

**Monday, 09Jan23.**

FF Cantrell, phone follow up, left message no reply.

**Wednesday, 11Jan23.**

FF Cantrell, called no response.

**Thursday, 12Jan23.**

FF Cantrell, called, left message.

**Monday, 23Jan23.**

FF Cantrell visited location at 1000 hours, Mike (Manager) was not in the office, revisited 1330 Hours Mike was still not available.

**Tuesday, 24Jan23.**

FF Cantrell called location again, Mike returned the call and he said he was still waiting on Mobile.

**Monday, 30Jan23.**

FF Cantrell visited again, MOD said he was picking them up, advised they would call.

*FF Cantrell made numerous attempts the following week, no reply.*

**Tuesday, 07Feb23.**

Spoke with Mike, he stated suits could not be repaired. Offered to pay for a portion, I informed him I would get costs and return call.

*FF Cantrell, called 3 times the week of 13 FEB 2023, no reply no return call.*

**Tuesday, 21Feb23.**

FF Cantrell spoke with Mike, advised him of approximate cost, he did not agree with a full replacement, no further communications.

**Monday, 27Feb23.**

FF Cantrell made contact Mike, Manager – Stated the suits would not fall under his insurance for financial remuneration and he had no alternative – Lillian VFD requested replacement of the suits, for best value similar full suits. Defendant indicated he was unwilling to buy new suits.

**Tuesday, 07Mar23.**

0700, Fire Chief Nicholas Dewhurst and Deputy Fire Chief Todd Mullane went to defendant's location with the intent of resolving the situation with Mike and seeking they reimburse the value of the suits x7 sets and refunding the charges incurred the department. Defendant stated he would determine the value of the suits based on his research and devalue the suits we had given him by their respective age.

Following some discussion between Chief Dewhurst and the defendant it was determined this was not how the transaction was going to occur. At this time, Deputy Chief Mullane requested the suits hanging in the closet be turned over to him, defendant declined stating he needed those to determine value, Deputy Chief Mullane restated he needed to turn the property over as we had paid for them and wanted them back – defendant flatly refused to return our property a second time and after a heated verbal discussion, Mike followed by making the statement 'take me to court'.

Chief, Dewhurst and Deputy Chief Mullane left the building, Pensacola Police were contacted (0730) to defuse the situation and provide some legal recourse to the business owner that he can't refuse to return personal property that was paid for. Defendant provided a hand written note to the officer for Chief Dewhurst to sign with the statement, items returned with no reimbursement. Chief Dewhurst signed the document in order to recover department property, but stated we would be processing legal means and filing suit against the defendant.

## Summary

The Firefighters of Lillian Volunteer Fire Department are seeking to replace the department's property that was damaged by the defendant. The suits will never return to their original serviceable color and condition as evident by the attempts made by the defendant.

Modern Dry Cleaners, its management and staff are responsible for damaging our department's property that we have used for many years that provided a healthy holiday charitable public service to our community.

We are requesting Modern Dry Cleaners be held financially liable for their error and the damages they are responsible for and that Modern Dry Cleaners replace our equipment as outlined by our financial evaluations below.

We are seeking Modern Dry Cleaners replace our property at the cost for 7 new suits, our travel time, reimburse the credit card charges incurred and pay all court filing fees the department as incurred.