

**IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA**

CASE NO:

MOIRA ANN DIXON,

Plaintiff,

vs.

**UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD.,**

Defendant.

COMPLAINT

COMES NOW Plaintiff, **MOIRA ANN DIXON**, and sues Defendant, **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, and alleges:

1. This is an action for damages that exceeds Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorneys' fees.

2. Plaintiff is a natural person residing in Lambton, Washington, UK.

3. At all times material to this action, **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.** is a Florida corporation licensed to and doing business in the State of Florida with a principal address of 6000 Universal Boulevard, Orlando, Orange County, FL 32819.

4. At all times material hereto, Defendant was the owner and in possession of that certain business known as The Groove, located inside Universal Orlando's CityWalk, 6000

Universal Boulevard, Orlando, FL 32819, said business being that of a night club, open to the general public, including the Plaintiff herein.

5. On or about January 7, 2012, Plaintiff was a business invitee on the premises of the Defendant located at The Groove, 6000 Universal Boulevard, Orlando, FL 32819.

6. At said time and place, Defendant owed Plaintiff, a business invitee, a duty to exercise reasonable care for the safety of the Plaintiff.

7. At said time and place, a dangerous condition existed on said premises. This dangerous condition consisted of liquid on the dance floor, in which the Plaintiff slipped and fell.

8. At said time and place, Defendant breached its duty owed to Plaintiff by committing one or more of the following omissions or commissions:

- a. Negligently failing to maintain or adequately maintain the dance floor inside The Groove night club where the substance was spilled, by allowing the dangerous condition to exist at the time Plaintiff was in the area;
- b. Negligently failing to inspect or adequately inspect the dance floor inside The Groove night club, to determine whether the dangerous condition existed at the time Plaintiff was in the area;
- c. Negligently failing to warn or adequately warn Plaintiff of the dangerous condition when Defendant knew or should have known of its existence and when Plaintiff was unaware of said dangerous condition;
- d. Negligently failing to correct, or adequately correct the dangerous condition when Defendant knew or should have known of its existence;
- e. Negligently failing to maintain said premises, specifically the dance floor inside The Groove night club which caused or contributed to the existence of the dangerous condition;
- f. Negligently failing to have adequate staff on duty and/or assigned to the task of inspecting the premises for dangerous condition;
- g. Negligently failing to train and/or inadequately training its employees to inspect the premises for dangerous condition;

- h. Negligently failing to follow its own corporate policy regarding the dangerous condition;
- i. Negligently failing to act reasonably under the circumstances; and,
- j. Negligently engaging in a mode of operations when Defendant knew, or should have known, that said mode of operations would result in dangerous conditions to the general public, including the Plaintiff herein.

9. As a direct and proximate result of Defendant's negligence, Plaintiff slipped and fell on spilled liquid on the Defendant's premises, causing Plaintiff to sustain the injuries and damages as hereinafter alleged.

10. The specific manner in which Plaintiff was injured was foreseeable to Defendant and Defendant knew or should have known of the specific risks of harm to Plaintiff as a result of Defendant's negligence.

11. As a direct and proximate result of the Defendant's negligence, Plaintiff suffered bodily injury including a permanent injury to the body as a whole, pain and suffering of both a physical and mental nature, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of an existing condition, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and loss of ability to lead and enjoy a normal life. The losses are permanent and continuing in nature within a reasonable degree of medical probability and the Plaintiff will suffer these losses in the future.

WHEREFORE, the Plaintiff, **MOIRA ANN DIXON**, sues the Defendant, **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, for damages and demands judgment in excess of

Fifteen Thousand Dollars (\$15,000.00), plus interest and costs, and demands trial by jury of all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 11-12-15, I electronically filed the foregoing with the Clerk of the Courts by using the Florida Courts eFiling Portal and same has been furnished by Process Server to the Defendant addressed.

s/ Alex J. Brown 
ALEX J. BROWN, ESQUIRE
FBN: 95897
Morgan & Morgan, P.A.
20 N. Orange Ave., 16th Floor
P.O. Box 4979
Orlando, FL 32802-4979
Telephone: (407) 420-1414
Facsimile: (407) 245-3427
Primary: AlexBrown@forthepeople.com
Secondary: smoler@forthepeople.com;
wgilreath@forthepeople.com
Attorneys for Plaintiff