

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

ANGELA ANDERSON,

Plaintiff,

v.

UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD.

Defendant.

COMPLAINT

Plaintiff, ANGELA ANDERSON (hereinafter “MS. ANDERSON”), sues Defendant, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD (hereinafter “UNIVERSAL”), and alleges:

GENERAL ALLEGATIONS

1. This is a cause of action for damages in an amount exceeding Fifteen Thousand and 0/100 Dollars (\$15,000.00), exclusive of interest and costs.
2. Jurisdiction is proper because this action arises out of acts or omissions constituting negligence or gross negligence that occurred in Orlando, Florida.
3. MS. ANDERSON, at all relevant times, was a resident of Orange County, Florida.
4. At all times relevant, UNIVERSAL was a Florida limited liability company, licensed, authorized and conducting business in Orange County, Florida.
5. At all times relevant, UNIVERSAL, owned, maintained, possessed and/or controlled property located at 1000 Universal Studios Plaza, Orlando, Florida 32819 (hereinafter “Universal Studios”).

6. On August 3, 2015, MS. ANDERSON was an invited guest at Universal Studios to attend a concert. MS. ANDERSON paid \$37.50 to attend this concert. MS. ANDERSON parked her vehicle in the parking lot located within Universal Studios. MS. ANDERSON paid UNIVERSAL \$5.00 to park in this parking lot.

7. After walking back to her vehicle, MS. ANDERSON was violently attacked in the parking lot located within Universal Studios, fracturing her wrist.

NEGLIGENCE

8. MS ANDERSON restates and asserts the general allegations outlined above in paragraphs one (1) through seven (7).

9. UNIVERSAL had a duty to provide a reasonably safe premise for invitees and other persons lawfully on the Subject Property.

10. At all times material, UNIVERSAL knew, or in the exercise of reasonable care should have known, of the risk of criminal activities and attacks on persons at Universal Studios, in general, based on the history of criminal activity at Universal Studios.

11. At all times material, UNIVERSAL knew, or in the exercise of reasonable care should have known, that criminal acts at Universal Studios, and in the surrounding area, posed a grave threat to the physical safety and well-being of persons in the foreseeable zone of risk entering and leaving Universal Studios.

12. UNIVERSAL breached its duty to provide a reasonably safe premises by:

- a. Failing to hire and retain appropriately trained security guards;
- b. Failing to provide adequate and reasonable physical security;
- c. Failing to employ and deploy guards in sufficient numbers at Universal Studios;

- d. Failing to properly evaluate criminal activity and address criminal activity in or around Universal Studios;
- e. Failing to employ and/or develop adequate or reasonable security guidelines or protocols in or around Universal Studios;
- f. Failing to develop and employ reporting procedures to address security inadequacies;
- g. Failing to warn its invitees, business invitees, guests and other invitees, of foreseeable criminal activity in or around Universal Studios;
- h. Failing to provide reasonably expected security guard services to prevent and deter criminal activity;
- i. Failing to prevent criminal activity at Universal Studios;
- j. Failing to properly and reasonably supervise its agents, employees, and/or borrowed servants;
- k. Failing to monitor the effectiveness and sufficiency of the security plan at Universal Studios; and
- l. Failing to maintain Universal Studios in a reasonably safe condition.

13. As a direct and proximate result of UNIVERSAL'S negligence, MS. ANDERSON was injured, including, but not limited to, bodily injury, pain and suffering, disfigurement, medical expenses, physical handicap, loss of income, loss of the capacity for enjoyment of life, and loss of ability to earn money. Said injuries are either permanent or continuing in nature and MS. ANDERSON will suffer the losses in the future.

WHEREFORE, Plaintiff, ANGELA ANDERSON, demands a judgment against Defendant, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD, for damages and demands trial by a jury in the above titled action.

Dated this 11th day of September, 2014.

By: /s/ *Derek Metts*

DEREK L. METTS
FBN: 081708
METTS LEGAL, P.A.
P.O. Box 940896
Maitland, Florida 32794
Tel.: 407-704-4369
Fax.: 407-704-4872
derek.metts@mettslegal.com
Counsel for Plaintiff