

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

CASE NO.:

ANDREA MARSHALL,

Plaintiff,

vs.

**UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD., a Florida Limited
Partnership,**

Defendant.

COMPLAINT

Plaintiff, **ANDREA MARSHALL**, sues Defendant, **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida Limited Partnership**, and alleges:

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

2. Plaintiff is a natural person residing in Marietta, Georgia.

3. Defendant is a Florida limited partnership authorized to do business and doing business in Orange County, Florida.

4. At all times material to this cause of action, Defendant owned and operated a business known as Universal Studios located at 1000 Universal Studios Plaza, Orlando, Orange County, FL 32819, which was open to the general public.

5. At all times material to this cause of action, Defendant had possession and control of the business known as Universal Studios located 1000 Universal Studios Plaza, Orlando, Orange County, FL 32819, where the incident described in this Complaint occurred. Defendant was responsible for the maintenance and upkeep of said premises.

6. On or about October 31, 2014, Plaintiff was a business invitee on Defendant's premises attending Halloween Horror Nights.

7. While on said premises, Defendant owed Plaintiff as a business invitee, a duty to exercise reasonable care for the safety of Plaintiff.

8. At the time Plaintiff was on the Defendant's premises, a dangerous condition existed. This dangerous condition consisted of a faulty, broken and unsecured light fixture.

9. Defendant breached the duty owed to Plaintiff as a business invitee, by committing one or more of the following acts or omissions:

- (a) Negligently failing to maintain or adequately maintain the area in and around the premises, by allowing the dangerous condition to exist at the time Plaintiff was in the area;
- (b) Negligently failing to inspect or adequately inspect the area in and around the Defendant's premises 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 have adequate staff on duty and/or assigned to the task of inspecting the premises for dangerous conditions;
- (f) Negligently failing to provide a safe and dry means of ingress and egress for Plaintiff upon said premises;
- (g) Negligently failing to train and/or inadequately training its employees to inspect the premises for dangerous conditions;
- (h) Negligently failing to follow its own corporate policy regarding the dangerous condition; and,
- (i) Negligently failing to act reasonably under the circumstances.

10. As a direct and proximate result of Defendant's negligence, a faulty, broken and unsecured light fixture on Defendant's premises fell striking Plaintiff in the head, causing Plaintiff to sustain the injuries and damages as hereinafter alleged.

11. 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.

12. As a direct and proximate result of the 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 either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, **ANDREA MARSHALL**, demands judgment for damages against Defendant, **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership**, and other such relief deemed proper by the Court. Plaintiff also demands a jury trial on all issues so triable.

Respectfully submitted this 15th day of September, 2015.

/s/Gregory S. Berry
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