

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

CASE NUMBER: _____

MICHAEL WIGNALL,

Plaintiff,

vs.

UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD D/B/A UNIVERSAL ORLANDO,

Defendant.

_____ /

COMPLAINT

COMES NOW the Plaintiff, MICHAEL WIGNAL, and sues Defendant, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. d/b/a UNIVERSAL ORLANDO (hereinafter “UNIVERSAL”) and alleges:

1. This is an action for damages that exceeds \$15,000.00 exclusive of costs and attorney fees.

2. At all times material hereto, Defendant, UNIVERSAL, is a Florida corporation authorized to and doing business in Orange County, Florida.

3. At all times material to this case, Defendant, UNIVERSAL, owned, leased, or otherwise had the care, custody and control of the boat, boat ramp, and dock at the ROYAL PACIFIC HOTEL located at 6300 Hollywood Way, Orlando, Orange County, FL 32819.

4. On May 20, 2015, the Plaintiff, WIGNALL, was injured as a result of a fall that occurred on UNIVERSAL’S premises.

5. At all times material to this case, Plaintiff, WIGNALL, was legally upon said premises as a business invitee and as a member of the general public who was expressly or

implicitly invited upon said premises for the benefit of UNIVERSAL.

6. At said time and place, Defendant, UNIVERSAL by and through its agent, servants and/or employees acting within the scope and course of such agency, service or employment, carelessly and negligently operated said boat and ramp when Plaintiff, WIGNALL, fell off the boat ramp while disembarking the ferry boat.

7. Defendant, UNIVERSAL, owed the Plaintiff, WIGNALL, a duty to exercise reasonable care to reduce, minimize, or eliminate foreseeable risks before they manifest themselves as dangerous conditions on its premises.

8. Defendant, UNIVERSAL, was negligent and breached its duty of care owed to the Plaintiff, WIGNALL, by:

a) Creating and/or maintaining a dangerous condition in the premises under its care, custody and control by allowing the boat ramp to flip over while Plaintiff, WIGNALL was disembarking.

b) Failing to warn the Plaintiff, WIGNALL, of the existence of a hazard associated with disembarking the ferry boat via a moving ramp under its care, custody and control.

c) Failing to eliminate or correct a dangerous condition in the premises under its care, custody and control.

d) Failing to instruct or assist Plaintiff, WIGNALL, on the use of the ramp while using an assisted mobility device.

9. Defendant, UNIVERSAL, regularly conducted a negligent mode of operation, such that the condition they created and caused, as described above, presented an unreasonable

risk of harm to business invitees such as Plaintiff, WIGNALL.

10. As a direct and proximate result of Defendant, UNIVERSAL'S, negligent acts and/or omissions, Plaintiff, WIGNALL, suffered bodily injury resulting in pain and suffering, permanent aggravation of a pre-existing condition, disfigurement, disability, mental anguish, loss of the capacity for the enjoyment of life, expenses of hospitalization, and medical and nursing care and treatment. These losses are either permanent or continuing in nature, and the Plaintiff, WIGNALL, will suffer these losses in the future.

WHEREFORE, the Plaintiff, MICHAEL WIGNALL, demands judgment against Defendant, UNIVERSAL, and trial by jury of all issues so triable as a matter of right, and such further relief as the Court may deem just and proper.

Respectfully submitted, on this 21st day of September, 2015.



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