

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

JENNIFER L. RHODES,

CASE NO:

Plaintiff,

vs.

**UNIVERSAL CITY DEVELOPMENT
PARTNERS, LTD, d/b/a UNIVERSAL
STUDIOS FLORIDA, a Florida limited
partnership**

AND

**SOUTHERN COAST K9, LLC , a
Florida limited liability company,**

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, JENNIFER L. RHODES, by and through the undersigned counsel, and hereby files this Complaint for damages against Defendants, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., d/b/a UNIVERSAL STUDIOS, FLORIDA, (hereinafter “Universal”) and SOUTHERN COAST K9, LLC, (hereinafter “Southern Coast”), jointly and severally, and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of the sum of Fifty Thousand Dollars (\$50,000), exclusive of interest and costs.
2. The Plaintiff, Jennifer L. Rhodes (“Plaintiff”), is a resident of Midlothian, Virginia.
3. Defendant, Universal is a Florida limited liability company with its principal place of business located at 1000 Universal Studios Plaza in Orlando, Florida.

4. Defendant, Southern Coast, is a Florida limited liability company with its principal place of business located at 90 Meta Ln, New Smyrna Beach, FL 32168.

VENUE

5. Venue is proper because the place of injury and loss occurred within Orange County, State of Florida.

6. Jurisdiction is proper because this is a civil action wherein the matter in controversy, exclusive of interest, costs, penalties, and attorney's fees, exceeds the jurisdictional minimum of the Court.

ALLEGATIONS COMMON TO ALL COUNTS

7. On or about August 31, 2024, Plaintiff went to Universal's theme park known as Universal Studios Theme Park (the "Park") in Orlando, Florida with her three young children. Plaintiff's daughter suffers from severe autism.

8. Prior to going to the Park, Plaintiff called guest services at the Park to discuss the best way to help her daughter enter the Park. Plaintiff was directed to find a security guard upon arriving at the Park and to inform the security guard of her daughter's autism. She was told that the security guard would provide assistance with Park entry.

9. As instructed, when Plaintiff arrived to the Park with her children, she approached a security guard who was patrolling the Park with a guard dog in a public place. There were no warnings or signs indicating the dog was dangerous.

10. Whereafter, the following conversation then ensued:

Plaintiff: "Excuse me, do you work here?"

Security Guard: "Yes."

Plaintiff: "I have an autistic child."

11. Without provocation or fault by Plaintiff, the dog proceeded to jump on Plaintiff and savagely attacked her, biting Plaintiff on her arm, wrist, and abdomen, and causing Plaintiff to suffer serious and permanent injuries.

12. At all material times, Universal retained and/or employed and/or had an actual agency relationship with Southern Coast to provide security services and security dogs for the Park.

13. Universal is responsible for the negligent acts and/or omissions committed by its agent(s) and/or employee(s), including Southern Coast and its security guards, in the course and scope of its agency and/or employment.

14. Upon information and belief, at all material times, the unnamed security guard handling the dog that savagely attacked Plaintiff was an employee and/or agent of Universal and/or Southern Coast and was acting within the scope of his employment and agency at the time of the attack.

FIRST CAUSE OF ACTION – STRICT LIABILITY
(SOUTHERN COAST K9, LLC)

15. Plaintiff alleges the allegations set forth above in paragraphs 1-14 as if set forth herein in full.

16. Fla. Stat. Ann. § 767.04 provides in pertinent part that the owner of any dog that bites any person is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness, unless the owner has displayed in a prominent place the premises a sign easily readable including the words, "Vicious/Bad/Dangerous Dog."

17. Fla. Stat. Ann. § 767.01 provides in pertinent part that a dog owner is liable for any damage done by the owner's dog to a person.

18. Southern Coast failed to comply with said statutory signage requirements, and Plaintiff was attacked and bitten by the dog sustaining severe and permanent injuries; therefore, Southern Coast is strictly liable for damages pursuant to the statutes.

19. As a direct and proximate cause of Southern Coast's negligence, Plaintiff sustained an unprovoked and savage attack by the dog resulting in multiple bites to her arm, wrist, and abdomen, and causing Plaintiff to suffer bodily injury, pain and suffering, scarring, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical care and treatment, medical expenses, and lost wages, all of which Plaintiff will continue to suffer in the future.

WHEREFORE, Plaintiff demands judgment against Defendant SOUTHERN COAST K9, LLC for damages, the costs of this action, and for such other relief as the Court deems necessary and appropriate.

SECOND CAUSE OF ACTION – NEGLIGENCE
(SOUTHERN COAST K9, LLC)

20. Plaintiff alleges the allegations set forth above in paragraphs 1-14 as if set forth herein in full.

21. At all material times, Southern Coast owned the dog, and/or had control over the dog, and/or had control over the dog's presence on the premises.

22. At all material times, Southern Coast either knew or should have known of the vicious propensities of the dog based on the dog being highly trained to attack.

23. At all material times, Southern Coast owed Plaintiff a duty of care to properly restrain and confine the dog for the protection of those lawfully upon the premises, including Plaintiff.

24. At all material times, Southern Coast owed Plaintiff a duty of care to exercise reasonable care and to take all necessary steps and precautions to protect Plaintiff from injuries and damages that might result from Southern Coast's dog's behavior.

25. Southern Coast breached their duty of care to Plaintiff by, including but not limited to:

- a. Permitting a dog with vicious propensities to patrol the Park;
- b. Failing to provide any signs warning that the dog should not be approached by guests at the Park;
- c. Failing to have the dog muzzled or otherwise appropriately restrained or secured;
- d. Failing to control the dog;
- e. Failing to take reasonable steps to ensure the dog did not cause injury; and
- f. Allowing a dangerous dog to be in a public place.

26. As a direct and proximate cause of Southern Coast's negligence, Plaintiff sustained an unprovoked and savage attack by the dog resulting in multiple bites to her arm, wrist, and abdomen, and causing Plaintiff to suffer bodily injury, pain and suffering, scarring, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical care and treatment, medical expenses, and lost wages, all of which Plaintiff will continue to suffer in the future.

THIRD CAUSE OF ACTION – NEGLIGENCE
(UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.)

27. Plaintiff alleges the allegations set forth above in paragraphs 1-14 as if set forth herein in full.

28. At all material times, Universal owned, operated, and controlled the premises where the attack occurred, and owed Plaintiff, an invitee, a duty to maintain the property in a reasonably safe condition.

29. At all material times, Universal contracted with, retained, and/or employed Southern Coast to provide security services, including the use of guard dogs and security personnel on the premises.

30. At all material times, the security guard handling the dog was acting within the course and scope of his employment with Southern Coast and within the scope of Southern Coast's agency on behalf of Universal.

31. Accordingly, Universal is vicariously liable for the negligent acts and omissions of Southern Coast and its security personnel, including the handling, control, and restraint of the dog that attacked Plaintiff.

32. In addition, Universal is directly negligent in failing to exercise reasonable care in its own operations and supervision.

33. Universal knew or should have known that the use of an attack-trained guard dogs in crowded guest areas created a foreseeable risk of harm.

34. Universal also knew or should have known that its agents were behaving in a dangerous or incompetent manner by allowing an unmuzzled, attack-trained dog to patrol guest areas without adequate supervision or warnings.

35. Despite this knowledge, Universal breached its duty of care to Plaintiff by, including but not limited to:

- a. Failing to establish and enforce written policies and procedures governing the use of guard dogs on its premises;
- b. Failing to require that guard dogs be muzzled or otherwise restrained when in public guest areas;

- c. Failing to provide warning signs or notices to guests that the dog should not be approached by guests at the park;
- d. Failing to supervise and monitor its agents and contractors to ensure compliance with reasonable safety measures; and
- e. Failing to take reasonable steps to prevent foreseeable harm from the use of guard dogs in crowded guest areas.

36. Universal's failure to adopt and enforce these reasonable safety measures constitutes negligent management and supervision of its premises and agents.

37. As a direct and proximate cause of Universal's vicarious and direct negligence, Plaintiff sustained an unprovoked and savage attack by the dog resulting in multiple bites to her arm, wrist, and abdomen and causing Plaintiff to suffer bodily injury, pain and suffering, scarring, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical care and treatment, medical expenses, and lost wages, all of which Plaintiff will continue to suffer in the future.

38. WHEREFORE, Plaintiff demands judgment against Defendants, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. and SOUTHERN COAST K9, LLC, for damages, the costs of this action, and for such other relief as the Court deems necessary and appropriate.

PRAYER AND DEMAND FOR JURY TRIAL

Plaintiff, JENNIFER L. RHODES, hereby demands a judgment for damages against Defendants, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD. d/b/a UNIVERSAL STUDIOS FLORIDA and SOUTHERN COAST K9, LLC, jointly and severally, in the amount of FIVE MILLION DOLLARS (\$5,000,000.00), together with pre- and post-judgment interest as

