

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

JEFFREY J. PICCOLO, as Personal
Representative of the ESTATE OF
KANOKPORN TANGSUAN, deceased,

CIRCUIT CIVIL DIVISION

Plaintiff,

CASE NO.: 2024-CA-001616-O

vs.

GREAT IRISH PUBS FLORIDA, INC., a
Florida corporation d/b/a RAGLAN ROAD
IRISH PUB AND RESTAURANT and
WALT DISNEY PARKS AND RESORTS
U.S., INC., a Florida corporation d/b/a
DISNEY SPRINGS,

Defendants.

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**DEFENDANT WALT DISNEY PARKS AND RESORTS U.S., INC.'S
ANSWER AND AFFIRMATIVE DEFENSES**

Defendant Walt Disney Parks and Resorts U.S., Inc. (“WDPR”) files its Answer and Affirmative Defenses to the Complaint filed by Plaintiff Jeffrey Piccolo, as Personal Representative of the Estate of Kanokporn Tangsuan, on February 22, 2024.

ANSWER

1. In response to paragraph 1, WDPR admits this purports to be an action for damages in excess of \$50,000.00, exclusive of attorney’s fees, interest, and costs.
2. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 2, and the allegations are therefore denied.
3. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 3, and the allegations are therefore denied.

4. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 4, and the allegations are therefore denied.

5. The allegations in paragraph 5 are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

6. The allegations in paragraph 6 are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

7. In response to paragraph 7, WDPR admits only that it is a Florida Corporation organized under the laws of Florida and conducts business in Orange County, Florida.

8. In response to paragraph 8, WDPR admits only that it conducts business in Orange County, Florida.

9. In response to paragraph 9, WDPR admits only that it owns the land located at 1486 Buena Vista Drive, Orlando, Orange County, Florida 32830.

10. WDPR admits the allegations in paragraph 10.

11. WDPR denies the allegations in paragraph 11.

12. WDPR denies the allegations directed towards WDPR in paragraph 12. The remaining allegations in paragraph 12 are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

13. WDPR denies the allegations in paragraph 13.

14. WDPR denies the allegations in paragraph 14.

15. The allegations in paragraph 15 are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

16. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 16, and the allegations are therefore denied.

17. In response to paragraph 17, WDPR admits only that venue is purportedly proper in Orange County, Florida.

FACTS GIVING RISE TO THE ALLEGATIONS

18. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 18, and the allegations are therefore denied.

19. WDPR denies the allegations in paragraph 19.

20. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 20, and the allegations are therefore denied.

21. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 21, and the allegations are therefore denied.

22. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 22, and the allegations are therefore denied.

23. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 23, and the allegations are therefore denied.

24. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 24, and the allegations are therefore denied.

25. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 25, and the allegations are therefore denied.

26. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 26, and the allegations are therefore denied.

27. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 27, and the allegations are therefore denied.

28. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 28, and the allegations are therefore denied.

29. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 29, and the allegations are therefore denied.

30. In response to paragraph 30, WDPR admits that 911 was called. WDPR is otherwise without knowledge sufficient to form a belief as to the truth of the allegations in paragraph 30 and therefore denies those allegations. The 911 telephone recording speaks for itself and WDPR directs the Court to that recording for its contents.

31. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 31, and the allegations are therefore denied.

32. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 32, and the allegations are therefore denied.

33. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 33, and the allegations are therefore denied.

34. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 34, and the allegations are therefore denied.

35. WDPR is without knowledge sufficient to admit or deny the allegations in paragraph 35, and the allegations are therefore denied.

36. In response to paragraph 36, WDPR admits only that a medical examiner's investigation was performed. WDPR is otherwise without knowledge sufficient to form a belief as to the truth of the allegations in paragraph 36 and therefore denies those allegations. The medical examiner's report speaks for itself and WDPR directs the Court to that report for its contents and findings.

COUNT I
NEGLIGENCE AGAINST GREAT IRISH PUBS FLORIDA, INC. A FLORIDA CORPORATION D/B/A RAGLAN ROAD IRISH PUB AND RESTAURANT

37. WDPR answers paragraph 37 by re-alleging and incorporating by reference the responses to paragraphs 1-36.

38. The allegations in paragraphs 38-43, including the listed sub-paragraphs, are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

The allegations in the WHEREFORE clause are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

COUNT II
NEGLIGENCE AGAINST WALT DISNEY PARKS AND RESORTS U.S., INC. A FLORIDA CORPORATION D/B/A DISNEY SPRINGS

44. WDPR answers paragraph 44 by re-alleging and incorporating by reference the responses to paragraphs 1-36.

45. In response to paragraph 45, WDPR admits only that it owns the land located at 1486 Buena Vista Drive, Orlando, Orange County, Florida 32830, a portion of which is subject to a lease agreement between WDPR and Great Irish Pubs Florida, Inc. (the “Lease”). The Lease speaks for itself. For example, the Lease states that Great Irish Pubs Florida, Inc. is responsible for the “Management and operation of the Premises” including hiring its own employees and making any decisions to “recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working at the Premises” and “develop the food and beverage offering and all menus or offering sheets to be used.” WDPR denies the remaining allegations in paragraph 45.

46. WDPR answers paragraph 46 by re-alleging and incorporating by reference the response to paragraph 45.

47. WDPR answers the allegations directed towards WDPR in paragraph 47 by re-alleging and incorporating by reference the response to paragraph 45. The remaining allegations in paragraph 47 are directed at Defendant Great Irish Pubs Florida, Inc. and do not require a response from WDPR.

48. WDPR answers paragraph 48 by re-alleging and incorporating by reference the response to paragraph 45. Paragraph 48 is denied to the extent it misstates Florida law.

49. WDPR answers paragraph 49 by re-alleging and incorporating by reference the response to paragraph 45. Paragraph 49 is denied to the extent it misstates Florida law.

50. WDPR answers paragraph 50, including the listed sub-paragraphs, by re-alleging and incorporating by reference the response to paragraph 45. Paragraph 50 is denied to the extent it misstates Florida law.

51. WDPR denies the allegations in paragraph 51.

52. WDPR denies the allegations in paragraph 52, including the listed sub-paragraphs. Section 768.21, Florida Statutes speaks for itself and WDPR directs the Court to the statute for its contents.

WDPR denies that Plaintiff is entitled to recover the relief sought in the WHEREFORE clause. The Court should dismiss Plaintiff's claim in its entirety and with prejudice, and Plaintiff should take nothing from WDPR.

COUNT III
NEGLIGENCE CLAIM FOR AGENCY AGAINST WALT DISNEY PARKS AND RESORTS U.S., INC. A FLORIDA CORPORATION D/B/A DISNEY SPRINGS

53. WDPR answers paragraph 53 by re-alleging and incorporating by reference the responses to paragraphs 1-43.

54. In response to paragraph 54, WDPR admits only that it owns the land located at 1486 Buena Vista Drive, Orlando, Orange County, Florida 32830, a portion of which is subject to the Lease between WDPR and Great Irish Pubs Florida, Inc. The Lease speaks for itself. For example, the Lease states that Great Irish Pubs Florida, Inc. is responsible for the “Management and operation of the Premises” including hiring its own employees and making any decisions to “recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working at the Premises” and “develop the food and beverage offering and all menus or offering sheets to be used.” The Lease also states that “nothing in this Lease . . . shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, franchise, business opportunity, employment or agency relationship of any kind or nature whatsoever between the parties.” WDPR denies the remaining allegations in paragraph 54, including the listed sub-paragraphs.

55. WDPR answers paragraph 55 by re-alleging and incorporating by reference the response to paragraph 54. Paragraph 55 is denied to the extent it misstates Florida law.

56. WDPR answers paragraph 56, including the listed sub-paragraphs, by re-alleging and incorporating by reference the response to paragraph 54. Paragraph 56 is denied to the extent it misstates Florida law.

57. WDPR denies the allegations in paragraph 57.

58. WDPR denies the allegations in paragraph 58, including the listed sub-paragraphs. Section 768.21, Florida Statutes speaks for itself and WDPR directs the Court to the statute for its contents.

WDPR denies that Plaintiff is entitled to recover the relief sought in the WHEREFORE clause. The Court should dismiss Plaintiff’s claim in its entirety and with prejudice, and Plaintiff should take nothing from WDPR.

COUNT IV
NEGLIGENCE CLAIM FOR APPARENT AGENCY AGAINST WALT
DISNEY PARKS AND RESORTS U.S., INC. A FLORIDA
CORPORATION D/B/A DISNEY SPRINGS

59. WDPR answers paragraph 59 by re-alleging and incorporating by reference the responses to paragraphs 1-43.

60. In response to paragraph 60, WDPR admits only that it owns the land located at 1486 Buena Vista Drive, Orlando, Orange County, Florida 32830, a portion of which is subject to the Lease between WDPR and Great Irish Pubs Florida, Inc. The Lease speaks for itself. For example, the Lease states that Great Irish Pubs Florida, Inc. is responsible for the “Management and operation of the Premises” including hiring its own employees and making any decisions to “recruit, train, supervise, direct, discipline, and if necessary, discharge personnel working at the Premises” and “develop the food and beverage offering and all menus or offering sheets to be used.” The Lease also states that “nothing in this Lease . . . shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, fiduciary, franchise, business opportunity, employment or agency relationship of any kind or nature whatsoever between the parties.” WDPR denies the remaining allegations in paragraph 60.

61. WDPR answers paragraph 61 by re-alleging and incorporating by reference the response to paragraph 60. Paragraph 61 is denied to the extent it misstates Florida law.

62. WDPR answers paragraph 62 by re-alleging and incorporating by reference the response to paragraph 60. Paragraph 62 is denied to the extent it misstates Florida law.

63. WDPR answers paragraph 63 by re-alleging and incorporating by reference the response to paragraph 60. The referenced website speaks for itself and WDPR directs the Court to that website for its contents.

64. In response to paragraph 64, WDPR admits only that it owns the land located at 1486 Buena Vista Drive, Orlando, Orange County, Florida 32830, and otherwise answers paragraph 64 by re-alleging and incorporating by reference the response to paragraph 60.

65. WDPR answers paragraph 65 by re-alleging and incorporating by reference the response to paragraph 60.

66. WDPR answers paragraph 66 by re-alleging and incorporating by reference the response to paragraph 60.

67. WDPR answers paragraph 67 by re-alleging and incorporating by reference the response to paragraph 60.

68. WDPR answers paragraph 68, including the listed sub-paragraphs, by re-alleging and incorporating by reference the response to paragraph 60.

69. WDPR answers paragraph 69, including the listed sub-paragraphs, by re-alleging and incorporating by reference the response to paragraph 60.

70. WDPR denies the allegations in paragraph 70.

71. WDPR denies the allegations in paragraph 71, including the listed sub-paragraphs. Section 768.21, Florida Statutes speaks for itself and WDPR directs the Court to the statute for its contents.

WDPR denies that Plaintiff is entitled to recover the relief sought in the WHEREFORE clause. The Court should dismiss Plaintiff's claim in its entirety and with prejudice, and Plaintiff should take nothing from WDPR.

GENERAL DENIAL

WDPR denies each and every allegation and legal conclusion in the Complaint not expressly admitted herein.

AFFIRMATIVE DEFENSES

WDPR asserts the following affirmative defenses to Plaintiff's Complaint.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR was not in possession or control of the premises, which was leased to Great Irish Pubs Florida, Inc. at the time of the incident.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR had no notice or knowledge, actual or otherwise, of the alleged dangerous conditions existing on the leased premises at the time of the incident.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because any alleged act or representation of WDPR, or failure to act by it, was not the proximate cause of Plaintiff's alleged damages.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff has not incurred any compensable damages based on any acts or omissions by WDPR and any alleged damages are speculative and cannot be determined with reasonable certainty.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff is not entitled to the damages alleged under the Florida Wrongful Death Act, §§ 768.16-768.26, Fla. Stat.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part to the extent that Plaintiff's injuries, if any, are the result of unforeseeable, independent, intervening, and/or superseding causes that broke the causal chain between WDPR's alleged negligence and Plaintiff's purported damages.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff failed to mitigate or avoid the damages alleged and failed to take all reasonable measures and precautions necessary to prevent and/or minimize them.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because the injuries and damages alleged were caused or contributed to by the negligence of third parties and any damages awarded must be proportionately reduced based on such parties' percentage of fault under section 768.81, Florida Statutes, and *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993).

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff's comparative negligence was the legal cause of the subject incident and contributed to or caused the injuries and damages alleged, and any damages awarded must be proportionately reduced based on Plaintiff's percentage of fault under section 768.81, Florida Statutes, and *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993).

TENTH AFFIRMATIVE DEFENSE

WDPR is entitled to a set off for any payments received by Plaintiff from any third parties, collateral sources, or settlement payments pursuant to sections 46.015, 768.041, and 768.76, Florida Statutes, and Florida common law.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR is not directly or indirectly liable to Plaintiff for the actions of any third parties or individuals under any theories of agency, apparent agency, vicarious liability, alter ego, or any other theory of imputed or indirect liability.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR did not control Great Irish Pubs Florida, Inc. or its business operations within the leased premises on the date of the incident.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR did not authorize Great Irish Pubs Florida, Inc. to act on WDPR's behalf, including on the date of the incident.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because WDPR did not make any representations alleged in the Complaint to Plaintiff regarding Great Irish Pubs Florida, Inc. and therefore Plaintiff could not rely on such representations or change positions based on them.

RESERVATION OF RIGHTS

WDPR reserves the right to amend this Answer to assert any additional affirmative defenses arising from any applicable law or facts that may be revealed during discovery.

PRAYER FOR RELIEF

WHEREFORE, WDPR requests judgment as follows: (1) that the Court dismiss the Complaint and order that Plaintiff take nothing by way of its Complaint; and (2) that the Court enter a final judgment in favor of WDPR.

Dated: April 25, 2024

Respectfully Submitted,

WHITE & CASE LLP

/s/ Raoul G. Cantero

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CERTIFICATE OF SERVICE

I CERTIFY that on April 25, 2024, a copy of the foregoing was filed and served via

Florida's e-Filing Portal on the following:

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BY: /s/ Raoul G. Cantero
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