

ORANGE COUNTY CIRCUIT COURT
NINTH JUDICIAL CIRCUIT

MAE BODZIONY, STACEY BODZIONY,
MATTHEW BODZIONY,
MACK BODZIONY, AND VAN BODZIONY,

PLAINTIFFS

v.

**COMPLAINT AND
JURY DEMAND**

WALT DISNEY PARKS AND RESORTS U.S., INC.,

CIVIL ACTION NO.

DEFENDANT

COMPLAINT

1. Plaintiff, Mae Bodziony is an individual who lives at 118 Pond Street, Wakefield, RI.
2. Plaintiff Stacey Bodziony is an individual who lives at 118 Pond Street, Wakefield, RI.
3. Matthew Bodziony is an individual who lives at 118 Pond Street, Wakefield, RI.
4. Mack Bodziony is an individual who lives at 118 Pond Street, Wakefield, RI.
5. Van Bodziony is an individual who lives at 118 Pond Street, Wakefield, RI.
6. Defendant Walt Disney Parks and Resorts U.S., Inc. is a Florida corporation with a business address of One Main Street, U.S.A., Lake Buena Vista, FL.
7. Plaintiff Mae Bodziony has life-threatening allergies to tree nuts.
8. On August 19, 2024, Mae Bodziony and her family went to dine at the Be Our Guest Restaurant located at the Magic Kingdom at Walt Disney World in Orlando. They had a 6:10 p.m. reservation.

9. Mae, 25 years old, has a life-threatening allergy to tree nuts. Mae informed the server about her allergies and ordered her meal from the allergen-free menu.
10. The server confirmed that the items Mae planned to order were allergy-free.
11. The server brought bread and salad to the table, which the server assured the family was nut-free.
12. Immediately after finishing the salad, Mae's lips became itchy.
13. She then took two Benadryl pills. However, shortly thereafter, the reaction progressed, causing swelling in her throat.
14. Realizing she was having an anaphylactic reaction, Mae administered an EpiPen to herself.
15. The family informed the server about Mae's condition, who then asked if they wanted a team to respond.
16. Another staff member also asked the family if they wanted a team to respond. A staff member escorted them to the Beasts' study to wait for an ambulance, which arrived in about 10 minutes and took Mae to AdventHealth Celebration Hospital in Kissimmee.
17. The family felt that they were brought to the Beasts' study because the manager wanted to move Mae to a less public place to use her EpiPen.
18. Mae's condition worsened, requiring additional epinephrine, intravenous steroids, Pepcid, and Benadryl at the hospital. Due to her critical state, she was admitted for close monitoring and placed on a heart monitor.
19. Disney did not reach out to the family to check on Mae's condition and did not offer the family any assistance until the family's travel agent reached out to the staff.

20. The next day, Mae experienced a rapid biphasic reaction just before being discharged. A full medical team treated her, and the hospital decided to keep her for another night.
21. The resort extended the family's stay free of charge after initially offering a reduced rate. They rescheduled their flight to Rhode Island for the next day.
22. That night, Mae had another quick progressing rebound reaction, taking an hour to recover. They requested a late check-out again.
23. The next morning, Mae experienced another rebound reaction with chest pain. A nurse administered another dose of epinephrine.
24. The family had to reschedule their flight and extend their car rental. Mae had additional reactions that night and the following morning.
25. Eventually, her condition improved, and she was discharged from the hospital on August 23, 2024. No one from Disney followed up with the family to see how Mae was doing.
26. This unexpected turn of events required the family to adjust their plans and incur extra costs for the extended car rental and flight change fees. Additionally, the hospital charges amounted to over \$40,000. Moreover, the entire family experienced extreme emotional distress as they wondered if Mae would survive.

COUNT I – NEGLIGENCE

27. Plaintiff incorporates here all foregoing paragraphs.
28. Defendant owed Plaintiff a duty of care in ensuring that all food prepared for and served to her was safe for her to eat.
29. Defendant owed Plaintiff a duty of care in ensuring that foods prepared for and served to her were free of her allergens that Defendant knew she was allergic to.

30. Defendant had notice of Plaintiff's food allergies and nonetheless served her food that contained her allergens.

31. Defendant failed to act as the ordinary, reasonably prudent restaurant operator would under the same or similar circumstances.

32. Defendant failed to exercise ordinary and reasonable care to ensure that the food served was free of allergens and safe for consumption.

33. As a direct and proximate result of Defendant's actions, Plaintiff has suffered both physical and emotional harm.

COUNT II – BREACH OF WARRANTY OF FOOD

34. Plaintiff incorporates here all foregoing paragraphs.

35. Under Florida Statute § 672.315, if a seller knows the buyer is relying on their expertise to choose goods for a specific purpose, there is an implied warranty that the goods will be suitable for that purpose.

36. By the purchasing, processing, preparation, serving and sale of its products, the Defendant impliedly warranted that the products were of merchantable quality. Specifically, the Defendant impliedly warranted that the food did not contain tree nuts and the Plaintiff would not have reasonably expected to find allergens tree nuts in her food.

37. Defendant further impliedly warranted fitness for a particular purpose when it accepted and fulfilled an order with clear notice that the food was for a person with tree nuts allergies and should not have contained tree nuts.

38. Defendant served the food containing the allergen to the Plaintiff when it knew or should have known of the danger it posed to the Plaintiff who had food allergies.

39. The actions of the Defendant in making and serving the contaminated, dangerous and defective food to the Plaintiff were inherently defective and dangerous.

40. A person would not reasonably expect to find tree nuts in a salad , especially after having told the Defendants about the tree nuts allergy and requesting that the food be free of tree nuts.

41. Since Defendant accepted the food order and served the salad knowing about the allergy, a reasonable person would expect that there would be no allergens in the salad.

42. As a direct result of Defendant's actions, the Plaintiff has suffered both physical and emotional harm. Plaintiff suffered a terrifying anaphylactic reaction that included involvement of multiple body systems and required emergency hospital care and medications. Plaintiff also suffered emotional harm, and continues to suffer emotional distress, having feared that she was going die imminently and having lost trust in the safety of her environment and food.

COUNT III- VIOLATION OF FDUTPA

43. Plaintiff incorporates here all foregoing paragraphs.

44. At all relevant times herein, Defendant was engaged in trade and commerce in the State of Florida as defined by § 501.203(8).

45. Defendant engaged in unfair and deceptive business practices by serving food containing tree nuts knowing that Plaintiff has a life-threatening allergy to tree nuts.

46. Despite having clear notice of Plaintiff's allergy, Defendant served Plaintiff food containing her allergen.

47. Defendant holds itself out to the public as having a strict allergen policy designed to keep allergic customers safe.

48. Defendant's conduct constitutes unfair and deceptive business practices.

49. Defendant refused in bad faith to grant relief upon demand though it had reason to know that its conduct violated FDUTPA.

50. Defendant's conduct was willful or knowing.

51. As a direct result of Defendant's actions, Plaintiff has suffered physical and emotional harm.

COUNT IV –INTENTIONAL OR RECKLESS INFLICTION OF EMOTIONAL DISTRESS

52. Plaintiff incorporates here all foregoing paragraphs.

53. Defendant knew that Plaintiff was allergic to tree nuts.

54. Defendant acted on its knowledge of Plaintiff's allergy by intentionally or recklessly serving food with Plaintiff's allergens.

55. Defendant's conduct was extreme and outrageous.

56. Defendant knew or should have known that its conduct was likely to cause Plaintiff severe emotional distress, did cause such severe emotional distress, and continues to cause emotional distress.

57. Plaintiff also suffered physical harm as a result of Defendant's conduct.

58. Defendant had no right or excuse to engage in such conduct.

59. Plaintiff did not consent to Defendants' conduct.

COUNT V – NEGLIGENCE INFLICTION OF EMOTIONAL DISTRESS

60. Plaintiff incorporates here all foregoing paragraphs.

61. Defendant owed a duty of care to Plaintiff in taking reasonable precautions to ensure that there were no allergens in the food it served to Plaintiff.

62. Defendant breached this duty of care by serving food to Plaintiff that contained her allergen.

63. Plaintiff was in the zone of danger because she was the intended recipient of the salad that contained the tree nuts allergen.

64. It was foreseeable that Defendant's breach of duty would result in physical harm and severe emotional distress. A reasonable person would have suffered such harm under the circumstances present in this case.

65. Defendant's breach of duty caused Plaintiff to come into contact with allergens that proximately caused her severe emotional distress and physical harm. She feared for her life and suffered an allergic reaction that required emergency medical care treatment.

66. Defendant had no privilege or excuse for its conduct.

67. Plaintiff suffered, and continues to suffer, extreme emotional distress as a direct result of Defendants' actions.

COUNT VI – BREACH OF EXPRESS WARRANTY

68. Plaintiff incorporates here all foregoing paragraphs.

69. Defendant, through its agents and employees, expressly warranted that the food served to Plaintiff was free of tree nuts.

70. This express warranty was made orally by the server, who assured Plaintiff that the salad and bread were nut-free.

71. Plaintiff reasonably relied on this warranty in choosing to consume the food.

72. The food served by Defendant did in fact contain tree nuts, in breach of the express warranty.

73. As a direct and proximate result of Defendant's breach of its express warranty, Plaintiff suffered physical injury and emotional distress, and incurred medical and related expenses.

WHEREFORE, Plaintiffs demands judgment and damages against the Defendant, in excess of \$250,000 plus costs, post-judgment interest, attorney's fee and further demands trial by the jury on all issue so triable.

PRAYER FOR RELIEF

Plaintiff respectfully requests that the Court provide the following relief:

- A. Declare that Defendant was negligent; breached implied warranties of food; engaged in intentional and/or negligent infliction of emotional distress; and violated the FDUTPA;
- B. Award compensatory damages;
- C. Award punitive damages;
- D. Award reasonable attorneys' fees and costs pursuant to the FDUTPA.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial.

Date: June 3, 2025

Respectfully submitted,
Mae Bodziony, Stacey Bodziony, Matthew
Bodziony, Mack Bodziony, Van Bodziony,
By their attorneys,

/s/ Jared Firestone, Esq.
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