

**IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA**

CASE NO.: _____

VICTORIA RAMDEHOLL and
ERICK RAMDEHOLL,

Plaintiffs,

v.

CALIFORNIA PIZZA KITCHEN, INC.,
a Delaware corporation,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, VICTORIA RAMDEHOLL and ERICK RAMDEHOLL, by and through undersigned
counsel, sue Defendant, CALIFORNIA PIZZA KITCHEN, INC., and allege:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorney's fees, and is otherwise within the jurisdiction of this Court.
2. Plaintiff, VICTORIA RAMDEHOLL ("Victoria"), is a natural person who sustained bodily injuries and damages in Palm Beach County, Florida.
3. Plaintiff, ERICK RAMDEHOLL ("Erick"), is Victoria's lawful spouse and was married to her at all times material to this action.
4. Defendant, CALIFORNIA PIZZA KITCHEN, INC. ("CPK"), is a Delaware corporation authorized to conduct and conducting business in Florida.

5. At all times material, CPK owned, operated, controlled, managed, and was legally responsible for the California Pizza Kitchen restaurant located at 3101 PGA Boulevard, Suite L-213, Palm Beach Gardens, Florida 33410 (the "Restaurant").
6. Venue is proper in Palm Beach County because the causes of action accrued in Palm Beach County and CPK operated the Restaurant in Palm Beach County.
7. On October 5, 2025, Victoria and Erick were patrons and invited guests at the Restaurant.
8. Victoria suffers from severe celiac disease and Mast Cell Activation Syndrome ("MCAS"), conditions that make gluten exposure medically dangerous to her.
9. CPK advertised and offered a gluten-free pizza at the Restaurant.
10. Victoria expressly ordered the advertised gluten-free pizza and relied on CPK to furnish the gluten-free food she ordered.
11. CPK accepted Victoria's order for a gluten-free pizza and undertook to prepare and serve that order.
12. Instead of serving the ordered gluten-free pizza, CPK's employees served Victoria a regular pizza containing gluten.
13. Believing the pizza served to her was the gluten-free pizza she had ordered, Victoria consumed a portion of it.
14. Shortly thereafter, another CPK employee brought the correct gluten-free pizza to the table, confirming that CPK had served Victoria the wrong pizza.
15. CPK General Manager Eddie Gonzalez was present, observed or became aware of the error, apologized to Victoria and Erick, and provided them with his business card.
16. Almost immediately after consuming the gluten-containing pizza, Victoria developed a severe allergic and mast cell-mediated reaction, including shortness of breath, shallow breathing, and bumps on the roof of her mouth and tongue.

17. Victoria required emergency medical care and was transported to Jupiter Medical Center, where she received intravenous medication, fluids, and other treatment.
18. The gluten exposure caused bodily injury and aggravated Victoria's preexisting celiac disease and MCAS, resulting in persistent inflammatory, immune-mediated, gastrointestinal, respiratory, neurological, and other symptoms requiring continuing care.
19. CPK received notice of the error and resulting injuries at the Restaurant and received written notice through correspondence dated February 4, 2026, and May 20, 2026. Such notice satisfies § 672.607(3)(a), Fla. Stat.
20. All conditions precedent to maintaining this action have been performed, have occurred, or have been waived.

COUNT I - NEGLIGENCE AGAINST CALIFORNIA PIZZA KITCHEN, INC.

Plaintiffs reallege and incorporate the General Allegations above as if fully set forth herein.

21. CPK owed Victoria a duty to exercise reasonable care in accepting, preparing, identifying, handling, and serving her designated gluten-free order. CPK's acceptance of the order and service of food created a foreseeable zone of risk to Victoria. See *McCain v. Fla. Power Corp.*, 593 So. 2d 500, 503 (Fla. 1992).
22. CPK's duty included implementing and following reasonable procedures to distinguish gluten-free orders from regular orders and to ensure that the correct food was delivered to the correct customer.
23. CPK breached its duty by serving Victoria a regular, gluten-containing pizza instead of the gluten-free pizza she ordered.
24. CPK further breached its duty by failing to communicate, identify, verify, prepare, handle, and deliver Victoria's designated gluten-free order with reasonable care.

25. CPK further breached its duty by failing to reasonably train and supervise its employees concerning food safety and the accurate fulfillment of designated gluten-free orders, including the food-safety training obligations imposed on public food service establishments by § 509.049, Fla. Stat.
26. The negligence of CPK and its employees occurred within the course and scope of their employment and is imputed to CPK under Florida law.
27. As a direct and proximate result of CPK's negligence, Victoria suffered bodily injury, aggravation of preexisting conditions, pain and suffering, disability, physical impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical and related expenses, loss of earnings and earning capacity, and other damages. These losses are permanent or continuing, and Victoria will suffer such losses in the future.

WHEREFORE, Plaintiff, VICTORIA RAMDEHOLL, demands judgment against Defendant, CALIFORNIA PIZZA KITCHEN, INC., for compensatory damages, taxable costs, prejudgment and post-judgment interest where recoverable, and such other relief as this Court deems just and proper, and demands trial by jury on all issues so triable.

COUNT II - BREACH OF IMPLIED WARRANTIES AGAINST CALIFORNIA PIZZA KITCHEN, INC.

Plaintiffs reallege and incorporate the General Allegations above as if fully set forth herein.

28. CPK was a merchant and seller of food. Under § 672.314(1), Fla. Stat., serving food for value is a sale and carries an implied warranty of merchantability.
29. The pizza sold and served as gluten-free was required to conform to the contract description and be fit for its ordinary purpose as a gluten-free pizza. See § 672.314(2)(a), (c), Fla. Stat.

30. CPK had reason to know that Victoria required a gluten-free pizza and was relying on CPK's skill and judgment to furnish suitable food, giving rise to an implied warranty of fitness for that particular purpose under § 672.315, Fla. Stat.
31. Florida law recognizes implied-warranty liability against restaurants that sell and serve food unfit for the purpose or description under which it was ordered. See *Cliett v. Lauderdale Biltmore Corp.*, 39 So. 2d 476, 477 (Fla. 1949); *Zabner v. Howard Johnson's, Inc.*, 201 So. 2d 824, 827 (Fla. 4th DCA 1967).
32. CPK breached the implied warranties of merchantability and fitness for a particular purpose by serving Victoria a regular, gluten-containing pizza in place of the gluten-free pizza she ordered.
33. The breach was a direct and proximate cause of Victoria's ingestion of gluten and her resulting bodily injuries and damages.
34. Victoria is entitled to recover damages resulting from the nonconforming food, including consequential damages for personal injury, under §§ 672.714 and 672.715(2)(b), Fla. Stat.
35. As a direct and proximate result of CPK's breach of implied warranties, Victoria suffered bodily injury, aggravation of preexisting conditions, pain and suffering, disability, physical impairment, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical and related expenses, loss of earnings and earning capacity, and other damages. These losses are permanent or continuing, and Victoria will suffer such losses in the future.

WHEREFORE, Plaintiff, VICTORIA RAMDEHOLL, demands judgment against Defendant, CALIFORNIA PIZZA KITCHEN, INC., for compensatory and consequential damages, taxable costs, prejudgment and post-judgment interest where recoverable, and such other relief as this Court deems just and proper, and demands trial by jury on all issues so triable.

COUNT III - LOSS OF CONSORTIUM OF ERICK RAMDEHOLL

36. Plaintiffs reallege and incorporate the General Allegations above as if fully set forth herein.
37. At all times material, Victoria and Erick were lawfully married.
38. As a direct and proximate result of CPK's negligence and breach of implied warranties, Victoria sustained the injuries and damages alleged above.
39. As a direct and proximate result of Victoria's injuries, Erick has suffered and will continue to suffer the loss of his wife's companionship, society, affection, comfort, services, and consortium.

WHEREFORE, Plaintiff, ERICK RAMDEHOLL, demands judgment against Defendant, CALIFORNIA PIZZA KITCHEN, INC., for loss-of-consortium damages, taxable costs, prejudgment and post-judgment interest where recoverable, and such other relief as this Court deems just and proper, and demands trial by jury on all issues so triable.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,
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