

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X

LUIGI NAPOLITANO,

Plaintiff

against

ROBERT L. WIGHTON, M.D., SULMAN MAHMOOD,
D.O., JOSEPH DEMONTE, PCA, MADELINE FILS-
ALME, R.N., CAROL CURRY, R.N., KARYN
CARLSON, R.N. and NORTH SHORE UNIVERSITY
HOSPITAL - NORTHWELL HEALTH

Defendants

-----X

Index No.:

Date Purchased:

SUMMONS

Plaintiffs designate Queens
County as the place of trial.

The basis of venue is:
Plaintiff's residence
15-94 208th Street
Bayside, NY 11360

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 6, 2022

Yours, etc.

Marla Stein

MARLA STEIN
BURNS & HARRIS
Attorney for Plaintiff(s)
Luigi Napolitano
233 Broadway, Suite 900
New York, New York 10279
(212) 393-1000
Our File No. 207081

TO:

ROBERT L. WIGHTON, M.D.
300 Community Drive
Manhasset, NY 11030

SULMAN MAHMOOD, D.O.
300 Community Drive
Manhasset, NY 11030

JOSEPH DEMONTE, PCA,
300 Community Drive
Manhasset, NY 11030

MADELINE FILS-ALME, R.N.
300 Community Drive
Manhasset, NY 11030

CAROL CURRY, R.N.
300 Community Drive
Manhasset, NY 11030

KARYN CARLSON, R.N.
300 Community Drive
Manhasset, NY 11030

NORTH SHORE UNIVERSITY HOSPITAL - NORTHWELL HEALTH
300 Community Drive
Manhasset, NY 11030

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
LUIGI NAPOLITANO,

Plaintiff

Index No.:

VERIFIED COMPLAINT

against

ROBERT L. WIGHTON, M.D., SULMAN MAHMOOD,
D.O., JOSEPH DEMONTE, PCA, MADELINE FILS-
ALME, R.N., CAROL CURRY, R.N., KARYN CARLSON,
R.N. and NORTH SHORE UNIVERSITY HOSPITAL -
NORTHWELL HEALTH

Defendants
-----X

Plaintiffs, by their attorneys, BURNS & HARRIS, as and for a Verified Complaint herein,
respectfully set forth and allege:

AS AND FOR A FIRST CAUSE OF ACTION:

1. That at all times herein mentioned, defendant ROBERT L. WIGHTON, M.D., was or
represented himself to be a physician duly licensed or authorized to practice medicine in the State of
New York.

2. That at all times hereinafter mentioned, the defendant, ROBERT L. WIGHTON,
M.D., held himself out to be a physician possessing the skill and ability of members of the medical,
profession, and represented that he was capable of diagnosing, treating, advising, referring,
recommending and caring for such medical conditions for which he would undertake to treat.

3. That at all of the times herein mentioned, defendant ROBERT L. WIGHTON, M.D.,
was an employee of a professional corporation.

4. That at all of the times herein mentioned, defendant ROBERT L. WIGHTON, M.D.,
was a shareholder in a professional corporation.

5. That at all of the times herein mentioned, defendant ROBERT L. WIGHTON, M.D., was an employee of a private group practice.

6. That at all times hereinafter mentioned, the defendant, ROBERT L. WIGHTON, M.D., was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

7. That at all times hereinafter mentioned, the defendant, ROBERT L. WIGHTON, M.D. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

8. That at all times hereinafter mentioned, the defendant, ROBERT L. WIGHTON, M.D., was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

9. That the defendant ROBERT L. WIGHTON, M.D. was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

10. That at all times herein mentioned, defendant SULMAN MAHMOOD, D.O. was or represented himself to be a physician duly licensed or authorized to practice medicine in the State of New York.

11. That at all times hereinafter mentioned, the defendant, SULMAN MAHMOOD, D.O. held himself out to be a physician possessing the skill and ability of members of the medical, profession, and represented that he was capable of diagnosing, treating, advising, referring, recommending and caring for such medical conditions for which he would undertake to treat.

12. That at all of the times herein mentioned, defendant SULMAN MAHMOOD, D.O. was an employee of a professional corporation.

13. That at all of the times herein mentioned, defendant SULMAN MAHMOOD, D.O. was a shareholder in a professional corporation.

14. That at all of the times herein mentioned, defendant SULMAN MAHMOOD, D.O. was an employee of a private group practice.

15. That at all times hereinafter mentioned, the defendant, SULMAN MAHMOOD, D.O. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

16. That at all times hereinafter mentioned, the defendant, SULMAN MAHMOOD, D.O. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

17. That at all times hereinafter mentioned, the defendant, SULMAN MAHMOOD, D.O. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

18. That the defendant SULMAN MAHMOOD, D.O. was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

19. That at all times herein mentioned, defendant JOSEPH DEMONTE, PCA was or represented himself to be a patient care assistant duly licensed or authorized to work as such in the State of New York.

20. That at all times hereinafter mentioned, the defendant, JOSEPH DEMONTE, PCA held himself out to be a patient care assistant possessing the skill and ability of members of his profession and represented that he was capable of caring for such medical conditions for which he would assist with.

21. That at all of the times herein mentioned, defendant JOSEPH DEMONTE, PCA was an employee of a professional corporation.

22. That at all of the times herein mentioned, defendant JOSEPH DEMONTE, PCA was a shareholder in a professional corporation.

23. That at all of the times herein mentioned, defendant JOSEPH DEMONTE, PCA was an employee of a private group practice.

24. That at all times hereinafter mentioned, the defendant, JOSEPH DEMONTE, PCA was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

25. That at all times hereinafter mentioned, the defendant, JOSEPH DEMONTE, PCA was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

26. That at all times hereinafter mentioned, the defendant, JOSEPH DEMONTE, PCA was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

27. That the defendant JOSEPH DEMONTE, PCA was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

28. That at all times herein mentioned, defendant MADELINE FILS-ALME, R.N. was or represented herself to be a registered nurse duly licensed or authorized to practice nursing in the State of New York.

29. That at all times hereinafter mentioned, the defendant, MADELINE FILS-ALME, R.N. held herself out to be a nurse possessing the skill and ability of members of the nursing

profession, and represented that she was capable of diagnosing, treating, advising, referring, recommending and caring for such medical conditions for which she would undertake to treat.

30. That at all of the times herein mentioned, defendant MADELINE FILS-ALME, R.N. was an employee of a professional corporation.

31. That at all of the times herein mentioned, defendant MADELINE FILS-ALME, R.N. was a shareholder in a professional corporation.

32. That at all of the times herein mentioned, defendant MADELINE FILS-ALME, R.N. was an employee of a private group practice.

33. That at all times hereinafter mentioned, the defendant, MADELINE FILS-ALME, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

34. That at all times hereinafter mentioned, the defendant, MADELINE FILS-ALME, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

35. That at all times hereinafter mentioned, the defendant, MADELINE FILS-ALME, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

36. That the defendant MADELINE FILS-ALME, R.N. was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

37. That at all times herein mentioned, defendant CAROL CURRY, R.N. was or represented herself to be a registered nurse duly licensed or authorized to practice nursing in the State of New York.

38. That at all times hereinafter mentioned, the defendant, CAROL CURRY, R.N. held herself out to be a nurse possessing the skill and ability of members of the nursing profession, and represented that she was capable of diagnosing, treating, advising, referring, recommending and caring for such medical conditions for which she would undertake to treat.

39. That at all of the times herein mentioned, defendant CAROL CURRY, R.N. was an employee of a professional corporation.

40. That at all of the times herein mentioned, defendant CAROL CURRY, R.N. was a shareholder in a professional corporation.

41. That at all of the times herein mentioned, defendant CAROL CURRY, R.N. was an employee of a private group practice.

42. That at all times hereinafter mentioned, the defendant, CAROL CURRY, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

43. That at all times hereinafter mentioned, the defendant, MADELINE FILS-ALME, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

44. That at all times hereinafter mentioned, the defendant, CAROL CURRY, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

45. That the defendant CAROL CURRY, R.N. was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

46. That at all times herein mentioned, defendant KARYN CARLSON, R.N. was or represented herself to be a registered nurse duly licensed or authorized to practice nursing in the State of New York.

47. That at all times hereinafter mentioned, the defendant, KARYN CARLSON, R.N. held herself out to be a nurse possessing the skill and ability of members of the nursing profession, and represented that she was capable of diagnosing, treating, advising, referring, recommending and caring for such medical conditions for which she would undertake to treat.

48. That at all of the times herein mentioned, defendant KARYN CARLSON, R.N. was an employee of a professional corporation.

49. That at all of the times herein mentioned, defendant KARYN CARLSON, R.N. was a shareholder in a professional corporation.

50. That at all of the times herein mentioned, defendant KARYN CARLSON, R.N. was an employee of a private group practice.

51. That at all times hereinafter mentioned, the defendant, KARYN CARLSON, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

52. That at all times hereinafter mentioned, the defendant, KARYN CARLSON, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

53. That at all times hereinafter mentioned, the defendant, KARYN CARLSON, R.N. was an agent, servant and/or employee of and/or affiliated with the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH.

54. That the defendant KARYN CARLSON, R.N. was responsible for the negligent acts and omissions of his agents, servants, affiliated physicians, medical personnel and/or employees under the theory of respondeat superior.

55. That all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

56. That all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

57. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, owned a hospital located in the County of Nassau, City and State of New York.

58. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, operated said hospital located in the County of Nassau, City and State of New York.

59. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, maintained said hospital located in the County of Nassau, City and State of New York.

60. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, managed said hospital located in the County of Nassau, City and State of New York.

61. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, controlled said hospital located in the County of Nassau, City and State of New York.

62. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, held itself out as a hospital duly qualified and capable of rendering competent medical, nursing and supervisory care, treatment, supervision, fall prevention and protection and to the general public, including the plaintiff herein.

63. That at all times herein mentioned, it was the duty of defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, residents, nurses, attendants and/or employees to provide for the safety, security, supervision, fall prevention, protection and well-being of patients of said hospital.

64. That at all times herein mentioned, it was the duty of defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, residents, nurses, attendants and/or employees to provide and/or ensure safe, suitable, adequate and appropriate supervision, assistance, safeguards and protective devices for the safety, security, supervision, fall prevention, protection and well-being of patients of said hospital.

65. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, furnished and/or provided physicians, residents, aides, attendants, nurses and other hospital personnel at said hospital to afford medical and hospital care,

testing, advice, referral, recommendations, supervision, aid, assistance, fall prevention, protection, management and treatment to the general public, including the plaintiff herein.

66. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, did agree to and did hold itself out as maintaining at the said hospital, an adequate and competent staff, including physicians, physician assistants, residents, aides, attendants, nurses and other medical personnel, and further warranted that the members of its said staff were qualified and trained for the purpose of providing such medical and hospital care, advice, testing, referral, recommendation, supervision, aid, assistance, fall prevention, protection, management, treatment and attention as they would be required to provide in accordance with the accepted standards of medical and hospital practice to persons seeking and requiring hospital and medical care, attention, safeguarding and supervision, including the plaintiff herein, and said defendant further held itself out as being equipped in sufficient manner to render such care, advice, supervision, aid, assistance, protection, safeguarding, referral, recommendation, management and treatment at its said hospital.

67. That at all times herein mentioned, the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, furnished, provided, used and employed at said hospital physicians, residents, nurses, aides, staff members, and others, who were authorized, retained, or permitted by defendant to order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, care, diagnoses, treatments, procedures, protocols, tests, studies, services, supervision, aid, assistance, fall prevention, protection, safeguarding or advice of, for and to patients at the said hospital.

68. That at all times herein mentioned, the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, was and is fully accredited by the Joint

Commission on Accreditation of Health Care Organizations and said defendant's manuals, rules, regulations, practices, procedures, protocols, techniques and functions were required to be in accordance with the standards and conditions of the said Joint Commission on Accreditation of Health Care Organizations.

69. That the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, was responsible for the negligent acts and omissions of its agents, servants, affiliated physicians, residents, nurses, aides, attendants and/or employees at the said hospital under the theory of respondeat superior.

70. That at all of the times herein mentioned, defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, represented that its servants, agents, affiliated physicians, residents, nurses, aides, attendants, employees and/or medical personnel at the said hospital were capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the professional examinations, evaluations, consultations, directions, instructions, supervision, safeguarding, fall prevention, protection, care, treatments, procedures, protocols, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the plaintiff LUIGI NAPOLITANO.

71. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant ROBERT L. WIGHTON, M.D., in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

72. That the defendant ROBERT L. WIGHTON, M.D., did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, diagnosis, consultation, management, treatment, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

73. That the defendant ROBERT L. WIGHTON, M.D., undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

74. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant SULMAN MAHMOOD, D.O. in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

75. That the defendant SULMAN MAHMOOD, D.O. did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, diagnosis, consultation, management, treatment, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

76. That the defendant SULMAN MAHMOOD, D.O. undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

77. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant JOSEPH DEMONTE, PCA in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

78. That the defendant JOSEPH DEMONTE, PCA did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, diagnosis, consultation, management, treatment, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

79. That the defendant JOSEPH DEMONTE, PCA undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, supervision, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

80. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant MADELINE FILS-ALME, R.N. in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

81. That the defendant MADELINE FILS-ALME, R.N. did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, diagnosis, consultation, management, treatment, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

82. That the defendant MADELINE FILS-ALME, R.N. undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

83. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant CAROL CURRY, R.N. in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

84. That the defendant CAROL CURRY, R.N. did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, nursing care, diagnosis, consultation, management, treatment, supervision, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

85. That the defendant CAROL CURRY, R.N. undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, supervision, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

86. That from July 9, 2021 through July 11, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant KARYN CARLSON, R.N. in connection with certain medical care, diagnosis, management and treatment to be rendered to the said plaintiff by the said defendant at the defendant hospital herein.

87. That the defendant KARYN CARLSON, R.N. did undertake the treatment of the plaintiff LUIGI NAPOLITANO, by providing medical care, diagnosis, supervision, consultation, management, treatment, advice, referral and attention, and accepted the plaintiff as a patient at said hospital.

88. That the defendant KARYN CARLSON, R.N. undertook to and/or did order, recommend, request, advise, perform, render, or provide medical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO at the said defendant hospital herein.

89. That on July 9, 2021, the plaintiff LUIGI NAPOLITANO came under the care of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, in connection

with certain medical care and treatment to be rendered to the plaintiff by the said defendant, its servants, agents, affiliated physicians, residents, nurses, aides, attendants and/or employees.

90. That from July 9, 2021 through July 11, 2021, the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, residents, nurses, aides, attendants and/or employees did undertake the treatment of the plaintiff, LUIGI NAPOLITANO, providing the plaintiff with medical care and attention, and accepted the plaintiff as a patient to the said hospital.

91. That the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, residents nurses, aides, attendants and/or employees did undertake to diagnose and treat the plaintiff.

92. That the defendant, NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, nurses, aides, attendants and/or employees did undertake to provide for the fall prevention, risk assessment, supervision, protection and well-being of the plaintiff.

93. That at all times herein mentioned, the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH, its servants, agents, affiliated physicians, residents, interns, technicians, nurses, aides, employees and/or medical personnel at the said hospital undertook to and/or did order, recommend, request, advise, perform, render, or provide medical tests, examinations, evaluations, consultations, directions, instructions, supervision, safeguarding, fall prevention, risk assessments, protection, care, treatments, procedures, protocols, studies, services, or advice for and to the plaintiff LUIGI NAPOLITANO.

94. That during plaintiff's admission to the defendant hospital from July 9, 2021 through July 11, 2021, the plaintiff, LUIGI NAPOLITANO, was caused to fall from a wheelchair.

95. That the foregoing care, treatment, supervision, fall prevention, protection, assessment and management of the plaintiff, LUIGI NAPOLITANO, by the defendant, its servants, agents, affiliated physicians, physician assistants, residents, interns, technicians, nurses, aides, attendants, employees and/or medical personnel at the said hospital was performed in such a careless, negligent, and improper manner, and not in accordance with the good and accepted standards of medical and hospital care and practice, thereby causing the plaintiff, LUIGI NAPOLITANO, to sustain severe injuries and damages.

96. That the medical and hospital procedures, fall prevention protocols, assessments, protection, examinations, evaluations, care, treatments, tests, studies, services, or advice ordered, requested, recommended, advised, performed, rendered, or provided to plaintiff by the defendants herein, were ordered, requested, recommended, advised, performed, rendered, or provided by persons who were incompetent or unqualified to order, recommend, request, advise, perform, render or provide examinations, evaluations, care, treatments, procedures, supervision, safeguarding, fall prevention, protection, assessments, tests, studies, services or advice to and/or for the plaintiff.

97. That the defendants, and those persons who ordered, requested, recommended, advised, performed, rendered, or provided examinations, evaluations, supervision, safeguarding, fall prevention, protection, care, treatments, procedures, tests, studies, services, or advice to and/or for the plaintiff at said hospital were incompetent and/or unqualified to order, recommend, request, advise, perform, render, or provide such professional examinations, evaluations, care, treatments, procedures, tests, studies, services, or advice of, for, and to plaintiff.

98. The defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH failed to promulgate, enforce, abide by, or follow appropriate rules, regulations, guidelines, procedures, policies, or protocols with respect to the performing, rendering or providing

of medical procedures, examinations, evaluations, care, treatments, tests, studies, services, supervision, safeguarding, fall prevention, protection or advice to and/or for the patients at said hospital including the plaintiff herein.

99. That as a result of the foregoing, the plaintiff was injured.

100. That the foregoing injuries and damages to the plaintiff, LUIGINAPOLITANO, were caused solely by virtue of the carelessness, negligence and malpractice on the part of the defendants, its servants, agents, affiliated physicians, physician assistants, interns, residents, aides, attendants, technicians, nurses and/or employees, and without any negligence on the part of the plaintiff contributing thereto.

101. That the foregoing treatment of the plaintiff by the defendants were performed in a careless and negligent manner and not in accordance with the good and accepted standards of medical and hospital care and practice, thereby causing the plaintiff to sustain severe injuries and damages.

102. That by reason of the foregoing, this plaintiff was severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and plaintiff has suffered and in the future will necessarily suffer additional loss of time and earnings from employment; and plaintiff will be unable to pursue the usual duties with the same degree of efficiency as prior to the negligence and malpractice of the defendants, all to plaintiff's great damage.

103. That this action falls within one or more of the exceptions set forth in CPLR 1602.

104. Pursuant to CPLR Section 1602(2)(iv), defendant is jointly and severally liable for all of plaintiff's damages, including but not limited to non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that defendants owed the plaintiff a non-delegable duty of care.

105. Pursuant to CPLR Section 1602(2)(iv), defendant is jointly and severally liable for all of plaintiff's damages, including but not limited to plaintiff's non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that said defendants are vicariously liable for the negligent acts and omissions of those who caused or contributed to the plaintiff's injuries and damages.

106. That by reason of the foregoing, plaintiff has been damaged in an amount which exceeds the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction herein, in an amount to be determined upon the trial of this action.

AS AND FOR A SECOND CAUSE OF ACTION:

107. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First Cause of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

108. That at all times herein mentioned, the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH had the duty to properly and adequately select and screen for hiring for retention or discharge as employees those physicians and/or medical staff who are not fit, suitable, qualified, skilled, properly trained, supervised and instructed.

109. That all times herein mentioned, it was the duty of the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to properly and adequately train, discipline, supervise, promulgate and put into effect appropriate rules applicable to the duties,

activities and practices of its servants, agents, affiliated physicians and/or employees performing hospital, medical and/or nursing procedures.

110. That all times herein mentioned, it was the duty of the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to supervise, promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, activities and practices of its servants, agents, affiliated physicians, nurses and/or employees performing medical procedures and/or examinations.

111. That all times herein mentioned, it was the duty of the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to entrust the care of the plaintiff to physicians and personnel who possessed the necessary and required skill, experience, judgment, diligence and capability perform such duties, activities and practices as were required and rendered to the plaintiff at said hospital.

112. That at all times herein mentioned, the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH failed, neglected and omitted to properly and adequately select and screen for hiring for retention or discharge as employees those physicians and or medical personnel who are not fit, suitable, qualified, skilled, properly trained, supervised and instructed.

113. That all times herein mentioned, the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH failed, neglected and omitted to properly and adequately train, discipline, supervise, promulgate and put into effect appropriate rules applicable to the duties, activities and practices of its servants, agents, affiliated physicians and/or employees performing hospital, medical and/or nursing procedures.

114. That all times herein mentioned, the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH failed, neglected and omitted to supervise, promulgate,

enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, activities and practices of its servants, agents, affiliated physicians, nurses and/or employees performing medical procedures and/or examinations.

115. That all times herein mentioned, the said defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH failed, neglected and omitted to entrust the care and supervision of the plaintiff to physicians and personnel who possessed the necessary and required skill, experience, judgment, diligence and capability perform such duties, activities and practices as were required and rendered to the plaintiff at said hospital.

116. As a result of all of the foregoing, plaintiff has been injured and damaged in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

AS AND FOR A THIRD CAUSE OF ACTION:

117. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First and Second Causes of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

118. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to promulgate, enforce, instruct, advise, abide by, require or ensure compliance with its own and/or appropriate rules, regulations, guidelines, procedures, by-laws, policies or protocols with respect to the inquiry, investigation and certification of malpractice insurance by physicians hired, retained, certified and/or recertified for privileges as physicians at said hospital.

119. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to properly and adequately inspect, investigate and screen physicians for hiring or renewal of privileges at said hospital so as to definitively ascertain whether such physicians are in possession of adequate, appropriate and required credentials, licenses, privileges and references prior to such hiring and/or renewal of privileges at said hospital.

120. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to properly and adequately inspect, investigate and screen physicians for hiring or renewal of privileges at said hospital so as to definitively ascertain whether such physicians are in possession of adequate, appropriate and required professional medical malpractice insurance prior to such hiring and/or renewal of privileges at said hospital.

121. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to obtain, inspect, investigate and evaluate documentation of credentials, licenses and professional medical malpractice insurance prior to hiring or renewal of privileges of physicians at said hospital.

122. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to properly and adequately inspect, investigate, research and screen physicians for hiring or renewal of privileges at said hospital so as to definitively ascertain whether complaints, grievances and/or suspensions have been issued against such physicians prior to such hiring and/or renewal of privileges at said hospital.

123. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to properly and adequately inspect,

investigate, research and screen physicians for hiring or renewal of privileges at said hospital so as to definitively ascertain whether such physicians are qualified to obtain and/or maintain such privileges at said hospital.

124. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to promptly, properly, timely and adequately suspend the privileges of physicians who do not possess or have suffered the suspension of the necessary, required and appropriate credentials, privileges, licenses and professional medical malpractice insurance.

125. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to prevent physicians who do not possess or have suffered the suspension of the necessary, required and appropriate credentials, licenses and medical malpractice insurance, from performing medical procedures upon patients of said hospital, including the plaintiff herein.

126. That at all times herein mentioned, it was the duty of the defendant NORTH SHORE UNIVERSITY HOSPITAL – NORTHWELL HEALTH to immediately terminate, suspend and/or prevent physicians who do not possess or have suffered the suspension of the necessary, required and appropriate credentials, licenses and medical malpractice insurance, from performing medical procedures upon patients of said hospital, including the plaintiff herein.

127. As a result of all of the foregoing, plaintiff has been injured and damaged in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

AS AND FOR A FOURTH CAUSE OF ACTION:

128. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second and Third Causes of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

129. That the foregoing occurrence, and the carelessness and negligence on the part of the defendants was not due to any action or negligence, in part or in whole, of the plaintiff herein, and the foregoing injuries could not have occurred but for the negligence of the defendants, their servants, agents and/or employees.

130. That by reason of the foregoing, the defendants are absolutely liable for the careless and negligent treatment and resulting injuries to the plaintiff herein.

140. As a result of all of the foregoing, plaintiff has been injured and damaged in a sum which exceeds the jurisdictional limitations of all lower Courts which would otherwise have jurisdiction over this action.

AS AND FOR A FIFTH CAUSE OF ACTION

141. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second, Third and Fourth Causes of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

142. That at all times herein mentioned, the defendants failed to inform the plaintiff as to the exact nature and extent of plaintiff's condition and failed to inform the plaintiff as to the risks, complications, consequences and dangers of the care, treatment and procedures the defendants undertook to perform and/or failed to perform upon the plaintiff, and further failed to inform the plaintiff as to the possible alternate methods of treatment applicable to the plaintiff's condition.

143. That had the plaintiff known of the foregoing nature and extent of the conditions and the risks, complications, consequences and dangers of the care, treatment and procedures the defendants undertook to perform and/or failed to perform, and had the plaintiff known the possible alternate methods of treatment applicable to the plaintiff's condition, the plaintiff would have chosen other necessary, required and alternate methods of treatment so as to have avoided serious injury and severe worsening and deterioration of the condition of the plaintiff.

144. That by reason of the failure to properly inform the plaintiff, and in failing to obtain the informed consent of the plaintiff, the plaintiff was caused to sustain serious damages and injuries.

145. That by reason of the foregoing, plaintiff has been damaged in an amount which exceeds the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction herein, in an amount to be determined upon the trial of this action.

WHEREFORE, plaintiff demands judgment against the defendant, the amount sought on each cause of action exceeding the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction herein, together with the costs and disbursements of this action, and with interest from the date of this occurrence.

Dated: New York, New York
January 6, 2022

Yours, etc.

Marla Stein

MARLA STEIN
BURNS & HARRIS
Attorneys for Plaintiff
Luigi Napolitano
233 Broadway, Ste 900
New York, New York 10279
(212) 393-1000

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X Index No.:

LUIGI NAPOLITANO,

Plaintiff

**CERTIFICATE OF
MERIT**

against

ROBERT L. WIGHTON, M.D., SULMAN MAHMOOD,
D.O., JOSEPH DEMONTE, PCA, MADELINE FILS-
ALME, R.N., CAROL CURRY, R.N., KARYN CARLSON,
R.N. and NORTH SHORE UNIVERSITY HOSPITAL -
NORTHWELL HEALTH

Defendants

-----X

MARLA STEIN, Esq., an attorney duly admitted to practice law in the Courts of this State,
affirms the following to be true under the penalties of perjury:

That I am a partner in the law firm of BURNS & HARRIS, ESQS. attorneys for the plaintiff
in the above-entitled action, and as such, am fully familiar with the facts and circumstances
surrounding this matter based upon the file maintained in our office.

That I make this Certificate of Merit, pursuant to Section 3012-a of the CPLR, and state as
follows:

That I have reviewed the facts of this case and have consulted with at least one physician
who is licensed to practice in this State, and whom I reasonably believe is knowledgeable in the
relevant issues involved in this particular action, and that I have concluded on the basis of such
review and consultation that there is a reasonable basis for the commencement of such action.

Dated: New York, New York
January 6, 2022

Marla Stein
MARLA STEIN

RE: LUIGI NAPOLITANO

ATTORNEY VERIFICATION

MARLA STEIN, ESQ., an attorney duly admitted to practice law in the Courts of the State of New York, shows:

I am the attorney for the plaintiff in the within action and have read the foregoing COMPLAINT and know the contents thereof; the same is true upon information and belief.

This verification is made by this affirmant and not by said plaintiff because said plaintiff reside(s) in a County other than the County wherein your affirmant maintains her office.

The grounds of affirmant's knowledge and belief are as follows: Conference with client(s) and notes and records contained in the file maintained in the regular course of business.

The undersigned affirms that the foregoing statements are true under the penalties of perjury.

Dated: New York, New York
January 6, 2022

Marla Stein

MARLA STEIN